



ROWAN COUNTY COMMISSION AGENDA
April 1, 2019 - 3:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: March 18, 2019

1 Consider Approval of Consent Agenda

- A. Martin Starnes & Associates - FY 2019 Audit Contract
- B. Request to Schedule a Public Hearing for April 15th for 'Project Special'
- C. Proclamation - May 2019 Foster Care Month In Rowan County
- D. Bath & Body Works Lease Renewal at West End Plaza
- E. Financing Documents - Kannapolis City Schools

2 Public Comment Period

3 Public Hearing & Executive Summary Presentation - Project Kodiak

4 Consider Approval of Building Elevation and Signage Details from Z 03-19 Decision

5 Consider Approval of SNIA 01-19

6 Update On Rowan County Child Abuse Statistics and Approval of Proclamation for Child Abuse Prevention Month

- 7 Budget Amendments
- 8 Consider Approval of Board Appointments
- 9 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 22, 2019
SUBJECT: Consider Approval of the Minutes: March 18, 2019

ATTACHMENTS:

Description

March 18, 2019 Minutes

Upload Date

3/25/2019

Type

Cover Memo

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



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

Rowan County Board of Commissioners

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

March 18, 2019 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds requested to add a Memorandum of Understanding for the Rowan County Vietnam Veterans Memorial project to the Consent Agenda as Item J.
- Chairman Edds also requested to add a memorandum from the Economic Development Commission for a public hearing for Project Kodiak. Chairman Edds said the issue would be added to the Consent Agenda as Item K.

Commissioner Klusman moved approval of the additions, as requested. The motion was seconded by Commissioner Greene and passed unanimously.

- Chairman Edds said due to the number of public hearings on the agenda, the Board had been asked to consider moving agenda item #6 (Discussion Regarding Change Order for I-85 Infrastructure Casings) in the order of discussion.

Commissioner Pierce moved for the Board to place agenda item #6 (Discussion Regarding Change Order for I-85 Infrastructure Casings) on the agenda as item #3 and to consider the Public Hearing for the FY 19-20 HOME Application as agenda item #3a. The motion was seconded by Commissioner Klusman and passed unanimously.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the March 4, 2019 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Tax Refunds for Approval
- B. NCDOT Request to Add Red Cedar Road and Blue Spruce Drive to State Secondary Road System for Maintenance
- C. Resolution of Support to Endorse Alternative Corridor for Airport Parkway Project [U-5901]

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

WHEREAS, the North Carolina DOT solicits input for identifying transportation projects of local and regional importance; and

WHEREAS, the North Carolina DOT recently released the Draft 2020-2029 TIP that includes the Airport Parkway Project (U-5901) with right-of-way acquisition occurring in FY 2023 and construction schedule to begin in FY 2025 having a total estimated cost of \$42 million; and

WHEREAS, both Rowan County and the City of Salisbury are member jurisdictions of the Cabarrus-Rowan MPO; and

WHEREAS, the Cabarrus-Rowan MPO has consistently prioritized the Airport Parkway Project for inclusion in the Draft TIP by assigning the maximum number of local input points; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects to produce the least possible impact and produce the greatest benefits to the local community; and

WHEREAS, all western alternative alignments for the Airport Parkway Project depicted in the Alternative Development Report for the project dated September 2018 would produce the most impact to residents, businesses, Mid Carolina Airport, and the environment.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Commission and the City of Salisbury hereby endorse the red-dashed corridor alternative on the enclosed map for further study by NCDOT and completion of the environmental document for the Airport Parkway Project.

- D. Grant Funded Position for Health Department
- E. Use of West End Plaza Parking Lot for Fighting Against Cancer Together (FACT) Event
- F. Property Donation – Enochville
- G. Agreement to House Inmates for Davidson County
- H. Modification Agreement to DHHS/Rowan MOU for FY 2018-19
- I. DPS Leases for Probation & Parole and Juvenile Justice Staff
- J. Memorandum of Understanding for the Rowan County Vietnam Veterans Memorial (addition to the Consent Agenda)
- K. Memorandum from the Economic Development Commission for a public hearing for Project Kodiak (addition to the Consent Agenda)

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:

- Carla Rose, Association Executive for the Salisbury Rowan Association of Realtors, thanked the Board for its dedication to the community and she also provided the board with a publication from the National Association of Realtors.

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

3. PUBLIC HEARING: FY 19-29 HOME APPLICATION

Planning Director Ed Muire explained that as a member of the Cabarrus/Iredell/Rowan HOME Consortium, Rowan County anticipated receiving approximately \$147,366 in project funds for FY 2019-2020. Mr. Muire said the process would focus exclusively on owner-occupied rehabilitation of single family homes. Staff anticipated the required match for participation (25% of project funds) would need to be a cash contribution of approximately \$36,842 from Rowan County, unless obtained from other non-federal sources.

Mr. Muire requested the Board allow the County Manager to sign the application, which would be forwarded to the City of Concord.

Commissioner Greene inquired as to the amount spent per home. Mr. Muire said the amount varied; however, he estimated the range was \$35,000 to \$40,000 per home. Mr. Muire further explained that the applicant/owners had to be 80% or less of the area's median income.

Mr. Muire confirmed to Chairman Edds that the Salisbury CDC administered the Program. Mr. Muire said the Salisbury CDC had been managing the program rather

well for the County for the past five (6) to six (6) years. Mr. Muire said the organization processed the applications and determined the homes for rehabilitation. Mr. Muire further clarified that the program did work in all of Rowan's municipalities with the exception of the City of Salisbury and the City of Kannapolis because they received separate funding.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed 2019-20 HOME application. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to authorize the County Manager to sign the 2019-20 HOME application passed unanimously.

4. PUBLIC HEARING FOR HLC 01-19

Karen Lilly-Bowyer of the Historic Landmarks Commission (HLC) reported the HLC received an application from Richard and Anthony Current to establish the Mt. Vernon Property as a Rowan County historic landmark. The Mt. Vernon property, located at 12930 Cool Springs Road, was further referenced as Tax Parcel 731-010. The applicants wished to designate the exterior of the house, barn and smoke house, along with the acre of land on which it resided.

Ms. Lilly-Bowyer provided a power point as she discussed the request. The plantation in question was built by Jacob Krider in 1822. Ms. Lilly-Bowyer said the HLC wished to recognize the property as it was one of the best preserved and most intact of Rowan County's Federal plantation seats.

A courtesy hearing was held by the HLC on February 12, 2019 and there were no non-board members present. The HLC voted 5-0 to recommend landmark designation as requested. Planning Staff supported the designation.

Chairman Edds opened the public hearing to receive citizen input and with no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Klusman moved approval of HLC 01-19. The motion was seconded by Commissioner Pierce and passed unanimously.

5. PUBLIC HEARING FOR Z 03-19

Assistant Planning Director Shane Stewart presented the staff report for Z 03-19 regarding a request from Teramore Development for the rezoning of Tax Parcel 3881013. The property, owned by Levi Voros, located at 6225 E. NC 152 Highway in Rockwell, totaled 1.72 acres and the rezoning was from Rural Agricultural (RA) to Commercial, Business, Industrial with a Conditional District (CBI-CD) to accommodate a 9,100 square foot retail store.

Mr. Stewart provided a power point to depict the site in question, as well as the surrounding area.

According to Mr. Stewart, concerns had been raised regarding traffic in the area. Mr. Stewart said the North Carolina Department of Transportation (DOT) had issued a driveway permit on February 14, 2019 for the request. Mr. Stewart discussed a condition for issuance of the driveway permit, which was to keep the entrance relatively flat for sight distance purposes.

Since the January Planning Board meeting, Mr. Stewart reported the applicant had submitted the following information for consideration:

Landscape Plan

- In addition to the 6' wood fence along the south and east property lines, 4' Leyland Cypress trees planted 5' on center will be included within the required 20' buffer.
- A total of four red maple trees will be planted along the road frontage along with shrubbery at the base and near the proposed sign.

Building Façade Options

- Six building façade renderings were included as options for the store based on the Board's preference.

The above documentation was provided to address the Eastern Land Use Plan (LUP) recommendations for Highway Businesses to "consider building appearance, design elements, and landscaping."

Mr. Stewart noted the above items, or others, could be included as conditions of approval should the Board elect to approve the request.

Mr. Stewart discussed the request's conformity with adopted plans and policies, and also highlighted the compatibility of uses. Mr. Stewart discussed at length potential impacts on roads including DOT traffic counts for roads in the area. In addition, Mr. Stewart provided a 911 call log for reported accidents during a specified timeframe along the roads in question.

Mr. Stewart reported that letters were sent to nine (9) adjacent property owners within 100' of the subject property; a sign was posted on the property; the request was posted on Planning's website and a notice was published in the Salisbury Post.

Mr. Stewart advised that the Board could conditionally approve the request if it needed additional information back, such as a revised site plan, etc., within 45 days. Mr. Stewart reported a new public hearing would not be required for such action.

Based on the staff report, it was estimated 30 to 40 citizens attended the January 28, 2019 Planning Board Meeting, of which 15 individuals spoke. In general, the concerns were:

1. High traffic volume, accidents and small hill on Organ Church Road limiting the site distance;
2. Appearance of the store grounds and interior;
3. Drainage concerns;
4. Rural area – do not want this type of development
5. Other statements regarding the retailer's business practice unrelated to land use

The Planning Board voted unanimously (8-0) (Chairman Poston recused) to recommend approval as requested based on the following statements:

Statement of Consistency: Z 03-19 is consistent with the eastern Rowan Land Use Plan; adjacent properties are zoned CBI; applicant is installing 6' opaque fence along both adjoining property lines and the square footage is limited to 9,100 square feet.

Statement of Reasonableness: In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance the property is adjacent to CBI zoned property; located in Area 3; a Community Node; Highway Business is encouraged along E. NC 152 Highway; applicant providing 6' opaque fencing along two adjoining property lines.

Commissioner Klusman asked if the DOT had future plans for widening or upgrading of Highway 152. Mr. Stewart referenced a resolution previously approved by the Board asking for a new study to rectify the intersection in question to get it aligned properly. Mr. Stewart said he did not know when a study might occur.

Commissioner Klusman inquired as to how many accidents had to occur before the DOT would consider installing a traffic light. Mr. Stewart said he was unsure if accidents were part of the decision compared to the traffic count.

In response to Chairman Edds, Mr. Stewart Greg clarified the data between the 911 call log and the DOT statistics.

The applicant was represented by Attorney Andy Abramson. Mr. Abramson focused on the legal aspects of the request as related to the County's Zoning Ordinance. Mr. Abramson also referred to the LUP and future land uses and community nodes. Mr. Abramson pointed out that one of the seven nodes in the LUP specifically referred to Sifford's intersection. Mr. Abramson said the LUP specified the proposed type of business was appropriate. With regards to compatibility, Mr. Abramson discussed the CBI allowed uses, as well as existing businesses in the area. Mr. Abramson said the with regards to the impact on schools, utilities, roads, etc., there would be no drain on schools or utilities. The impact on roads had just been discussed in great detail. Mr.

Abramson reiterated the DOT had been to the site multiple times and that a driveway permit had been issued.

In closing, Mr. Abramson asked the Board to take all points into consideration and to rule favorably on the request. Mr. Abramson reserved the opportunity for a rebuttal, if necessary, following the public hearing.

Daniel Almazan with Teramore Development (Teramore) said his company was a preferred developer for Dollar General Stores. Mr. Almazan discussed how Dollar General's sites were chosen. According to Mr. Almazan, the proposed site was viewed as an opportunity for an under-served area based on the key intersection and good location. With regards to traffic concerns, Mr. Almazan said DOT had walked the site and issued the driveway permit. Mr. Almazan said there had been other times when the DOT had required Teramore to install medians or turning lanes at various locations. Mr. Almazan said Jerry Strickland, Operations Manager, was also in attendance to help answer any questions.

Chairman Edds opened the public hearing to receive citizen input regarding Z 03-19 and the following individuals came forward:

- Justin Smart of 225 Organ Church Road spoke in opposition to the rezoning request. Mr. Smart provided the Board with a rezoning protest petition and MH Corbin Traffic Analyzer Study.
- Joanne Mahaffey of 285 Organ Church Road spoke in opposition to the rezoning request. Ms. Mahaffey provided the Board with pictures of Organ Church Road and the proposed driveway location.
- James Mahaffey of 285 Organ Church Road spoke in opposition to the rezoning request.
- Michael Benge of 2032 Organ Church Road spoke in support of the rezoning request.
- Penny Canaday said she owned land at 165 Organ Church Road beside the property for the proposed Dollar General site. Ms. Canaday spoke in support of the rezoning request.
- Trudy Davis of 3265 Highway 152 East said she lived beside where the Dollar General would be located. Ms. Davis spoke in support of the rezoning request.
- Carolyn Waller of 9325 Fisher Road spoke in opposition to the rezoning request. Ms. Waller provided pictures of different Dollar General Stores that were located further off the road.
- Levi Voros of 6225 Highway 152 spoke in support of the rezoning request.
- Debbie Barnhardt-Bassinger of 325 Victoria Street in Salisbury spoke in opposition to the rezoning request.
- Shelley Voros of 210 Sternbridge Drive spoke in support of the rezoning request.
- Justin Smart was granted permission to speak a second time during which he reiterated his opposition to the rezoning request.

- Jordan Cress of 450 Organ Church Road spoke in opposition to the rezoning request. Mr. Cress added that Steve Sifford (of Sifford's Oil) was his cousin and that Mr. Sifford was also not in favor of the rezoning request.

At this time, and with no one else coming forward to address the Board, Attorney Abramson offered a rebuttal. Mr. Abramson noted that property owner Steven Sifford was selling property, which was under contract for development of the site, and was supportive of the project. Mr. Abramson said there was clearly significant traffic on Highway 152 and whether the site was developed into some other fashion, would not change the fact that Highway 152 was a dangerous road. Mr. Abramson felt the arguments that had been presented related to traffic and the dangers of the intersection in question. Mr. Abramson said the undercurrent was of not wanting the Dollar General. Mr. Abramson said the entrance to the site was on Organ Church Road, which was not a dangerous road in comparison to Highway 152. Mr. Abramson said the market place would ultimately determine if the Dollar General was wanted in the area and it was up to the County Commissioners to determine if the store met the County's zoning requirements.

- Jeff Poston said he owned property on Organ Church Road and he rebutted Attorney Abramson's comments regarding Steve Sifford selling property.

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

Commissioner Caskey referred to the petition that had been distributed to the Board and noted the petition had been signed by people who did not reside in the area of the proposed store. James Mahaffey who had spoken during the public hearing responded. Mr. Mahaffey pointed out he had a Salisbury address, a Rockwell phone number but resided at the end of Faith Road.

Commissioner Caskey asked Mr. Smart if he went door to door to collect signatures for the petition and Mr. Smart said no. Mr. Smart said the petition had been copied and left at various locations. The information regarding the petition was also posted on social media informing people where to go to sign the petition.

Commissioner Klusman inquired as to the shoulder width of Organ Church Road and Mr. Stewart used the power point to provide a visual of the road's shoulder width.

Commissioner Caskey raised the issue of the different facade options for the store. Chairman Edds said he had contacted representatives with Dollar General and asked them to improve the appearance of their stores being built in Rowan County. Chairman Edds said he was very appreciative of the fact that within 24 hours the representatives provided new renderings for consideration.

Chairman Edds said the Board held a discussion and went through the same process a few years ago when a Dollar General asked to locate in the area where he and Commissioner Pierce live. Chairman Edds said the new store had not hurt the business of a convenience store located in the area. The store had located on a corner in the same manner as the proposed request. Chairman Edds said he was unaware of any incidents the Dollar General near his home had caused. Chairman Edds pointed out the proposed store was not an attraction that would draw people from other places, such as from the Towns of Cleveland or Granite Quarry. Chairman Edds said the store would be for the folks coming down Highway 152 and he did not foresee the store causing an increase in traffic. Chairman Edds continued by reporting he had driven by the site and taken pictures and videos earlier in the day. Chairman Edds referred to statements made during the public hearing that the County did not need another Dollar General. Chairman Edds said it was not the Board's decision to determine if the store was needed as this was a free market economy. Chairman Edds reiterated the store was not creating a new traffic pattern since there was a stop sign already right by the site. He also noted the jobs created by Dollar General would be important to those workers. In closing, Chairman Edds said he had not heard an argument that would make him vote against the rezoning.

Commissioner Greene said the Board had to be careful about trying to control people's property. He noted the proposed site was going to be commercial in some way whether it was now or in the future. Commissioner Greene noted all other stores in the vicinity were commercial businesses. Commissioner Greene talked about the Board's denial of a previous Dollar General due to fact that its proximity was close to a school and the road was much hillier. Commissioner Greene thanked everyone for coming out and voicing their opinions.

Commissioner Pierce said the Planning Board created the Eastern LUP as a guideline and the LUP was not the final authority. Commissioner Pierce said the final authority was with the Commissioners. Commissioner Pierce stated when he was contacted by so many people telling him they did not want the Dollar General, he felt he had to listen. Commissioner Pierce did not feel the Dollar General was a good fit for the community and he had not received information to convince him otherwise.

Commissioner Caskey said his family shopped at the Dollar General in his area and found the store's location to be convenient. Commissioner Caskey said he also patronized other community-owned stores in his area. Commissioner Caskey pointed out the request before the Board could not be considered spot zoning due to the other commercial businesses in the vicinity. Commissioner Caskey said while he was not an expert on traffic, the DOT had issued the driveway permit. Commissioner Caskey felt the intersection at the proposed site should be realigned with a traffic light installed. Commissioner Caskey said he would support the request since it was not spot zoning.

Commissioner Klusman agreed with Commissioner Caskey that approval of the request was not spot zoning. Commissioner Klusman said she had not realized how many

businesses were already located around the intersection. Commissioner Klusman said while she did not like the site selected for the proposed store, it was a commercial area and she would have to support the request.

Chairman Edds moved approval of the Statement of Consistency (as recommended by the Planning Board): Z 03-19 is consistent with the eastern Rowan Land Use Plan; adjacent properties are zoned CBI; applicant is installing 6' opaque fence and Leland Cypress trees buffering along both adjoining property lines and the square footage is limited to 9,100 square feet. The motion was seconded by Commissioner Klusman and passed 4-1 with Commissioner Pierce dissenting.

Commissioner Edds moved approval of the Statement of Reasonableness (as recommended by the Planning Board): In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance the property is adjacent to CBI zoned property; located in Area 3; a Community Node; Highway Business is encouraged along E. NC 152 Highway; applicant providing 6' opaque fencing along with Leland Cypress buffering along two adjoining property lines. The motion was seconded by Commissioner Greene and passed 4-1 with Commissioner Pierce dissenting.

The Board took the opportunity to discuss façade preferences. It was the consensus for the new store's façade to be modeled after the Buford, Georgia rendering.

Chairman Edds moved to approve Z 03-19 with the condition that the Buford, Georgia model be used and a monument sign with landscaping must be installed as opposed to a pole sign.

Mr. Stewart said if it was beneficial to the Board, the Commissioners could require a façade detail and elevation plan to come back to the Board. Mr. Stewart said the information could be submitted and would not require another public hearing. The Board could conditionally approve the application, pending the requested information.

Chairman Edds agreed to include the conditions as part of the motion and Commissioner Greene seconded. The motion carried 4-1 with Commissioner Pierce dissenting.

6. DISCUSSION REGARDING CHANGE ORDER FOR I-85 INFRASTRUCTURE CASINGS

This item was moved in the order of discussion as agenda item #3.

County Manager Aaron Church introduced Doug Chapman, Engineer Doug Chapman of McGill Associates. Mr. Church said the Board had previously approved construction of three (3) casings by the North Carolina Department of Transportation (NCDOT). One (1) casing was to be put underneath I-85 and the other two (2) were to be installed underneath the ramps at the new Old Beatty Ford Road interchange. Mr. Church said two (2) of the casings were completed.

Mr. Church said now that the City of Kannapolis (City) would be providing water service to the area in question, the City would rather construct any future casings.

Mr. Chapman said the two (2) that had been installed had been the most critical for underneath the interchange.

Mr. Church said the Change Order would ask the NCDOT to change the project to limit the scope to the two (2) casements that had been completed and the County would stop the project.

Commissioner Klusman moved to approve a new Change Order that would eliminate the third casing. The motion was seconded by Commissioner Pierce and passed unanimously.

7. RFQ FOR CONSULTING SERVICES FOR CENTRAL PERMITTING

County Manager Aaron Church reported that Rowan County would be requesting Statements of Qualifications (SOQ) from interested and qualified firms for professional consulting services. The purpose for the Request for Qualifications (RFQ) was to obtain information from consulting firms for developing and implementing a centralized permitting process by consolidating existing departments involved in the land development and environmental permitting and inspection process into one cohesive and functioning unit. The departments to be considered in the process were:

- Building Inspections
- Environmental Health
- Environmental Management
- Fire Marshal
- Planning

If approved, the RFQ would be released on April 1, 2019 and after due process, the contract was anticipated to be awarded around May 30, 2019.

Chairman Edds mentioned the improvements that had been made over the years for permitting, etc., and he felt a one stop process would be a positive for the County going forward. Chairman Edds expressed hope that a process would be implemented by year end that would put the County way ahead of the competition.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the RFQ for Consulting Services for a Centralized Permitting process passed unanimously.

8. FINANCIAL REPORTS

Assistant County Manager/Finance Director Leslie Heidrick presented the Board with the following financial information:

- Annual Cumulative Revenue Comparisons as of February 2019 - \$105,986,132
- Annual Cumulative Expenditure Comparisons as of February 2019 - \$90,337,805
- Annual Cumulative Current Year Property Tax Comparisons as of January 2019 - \$73,991,144
- Annual Cumulative Sales Tax Comparisons as of November in FY 2019 - \$11,060,936
- Monthly Sales Tax Comparisons as of November in FY 2019 - \$2,282,319

9. BUDGET AMENDMENTS

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

- Sheriff – Recognize surplus of State Asset Forfeiture Funds and budget to proper expense accounts - \$26,238
- Budget overtime for Sheriff's Office Cost Reimbursement Agreement with FBI - \$12,775

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

10. CLOSED SESSION

Chairman Edds moved at 8:23 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute:

- § 143-318.11(a)(3) for attorney-client privileged communication regarding the Rowan County Rescue Squad; *and*
- § 143-318.11(a)(3) for attorney-client privileged communication regarding Tax Administration Foreclosures; *and*
- § 143-318.11(a)(1) to consider approval of the January 7, 2019 Closed Session minutes.

The Board returned to Open Session at 9:14 p.m. No action was taken.

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 9:14 p.m. The motion was seconded by Commissioner Caskey and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
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: March 22, 2019
SUBJECT: Martin Starnes & Associates - FY 2019 Audit Contract

Please see the attached contract between Rowan County and Martin Starnes & Associates, CPAs, P.A. for the fiscal year 2019 audit.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Martin Starnes & Associates - FY 2019 Audit Contract	3/19/2019	Backup Material
FY 2019 Single Audit Engagement Letter	3/26/2019	Cover Memo

The of and	Governing Board Board of Commissioners
	Primary Government Unit Rowan County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Ave Dr SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

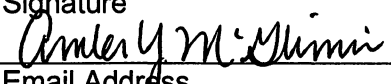
PRIMARY GOVERNMENT FEES

Primary Government Unit	Rowan County, NC
Audit	\$ See fee section of engagement letter
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$ 55,500.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	NA
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed) Amber Y. McGhinnis	Signature 
Date 03/14/19	Email Address amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit Rowan County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Greg Edds, Chairman	Signature
Date	Email Address greg.edds@rowancountync.gov

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE*(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed) Leslie Heidrick, Assistant County Manager/Finance Director	Signature
Date of Pre-Audit Certificate	Email Address leslie.heidrick@rowancountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU NA	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) NA	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

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4060 Barrett Drive
Post Office Box 17806
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919 782 9265
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919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
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Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

March 14, 2019

Leslie Heidrick, Finance Director
Rowan County
130 West Innes Street
Salisbury, NC 28144

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Rowan County, NC, as of June 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise Rowan County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Rowan County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

We will make reference to the component unit auditor's audit of the Rowan County Tourism Development Authority in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Rowan County's basic financial statements. Our report will be addressed to the governing body of Rowan County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Rowan County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with

the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Fees

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Fixed:	
Audit	\$ 62,000
Financial Statement Drafting	-
Other Non-Attest Services	-
	<u>\$ 62,000</u>
Variable:	
Charge per major program over five (5)	<u>\$ 3,000</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Rowan County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will perform the following nonattest services:

- Preparation of Data Collection Form

We will not assume management responsibilities on behalf of Rowan County. However, we will provide advice and recommendations to assist management of Rowan County in performing its responsibilities.

With respect to the nonattest services we perform as listed above, Rowan County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the nonattest services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rowan County by:

Name: _____

Title: _____

Date: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton
DATE: March 21, 2019
SUBJECT: Request to Schedule a Public Hearing for April 15th for 'Project Special'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for April 15th to consider an incentive request from 'Project Special.'

The company behind 'Project Special' is an existing Rowan County employer. The company proposes to create 35 new jobs and invest approximately \$15 million dollars in new construction and equipment as part of the project.

ATTACHMENTS:

Description	Upload Date	Type
Memo - Request to Set Public Hearing	3/21/2019	Cover Memo

Be an original.

Date: March 21, 2019
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentives for "Project Special"*

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of Commissioners schedule a public hearing for April 15, 2019 to consider an incentive request from "Project Special." The Company is an existing employer in Rowan County that will retain current employment levels and create 35 new jobs. While these numbers are preliminary, the Company estimates that it will invest approximately \$15 million dollars in new construction and equipment.

"Project Special" would allow the Company to increase employment levels and expand its operations in Rowan County. This project would give us the opportunity to actively support a company that has a long and valued relationship with our community, as well as expand the County's tax base.

I look forward to providing you detailed information regarding this request and this project in the coming days. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Donna F. Fayko, Director
DATE: March 25, 2019
SUBJECT: Proclamation - May 2019 Foster Care Month In Rowan County

The Department of Social Services would like for the Board of Commissioners to consider proclaiming May 2019 as Foster Care Month. The draft proclamation is below.

DRAFT PROCLAMATION for the county:

Whereas, children are key to Rowan County's future success, prosperity and quality of life; and
Whereas, children have a right to thrive, learn and grow; and
Whereas, foster and kinship parents provide the care, safety, and stability for children and teens in foster care whose parents need time to learn new skills to become the parents their kids need them to be; and
Whereas, Rowan County foster and kinship parents are caring for more than 150 children and youth in foster care today; and
Whereas, Rowan County is experiencing a shortage of foster families and is in need of families willing to care for children and teens who have complex behavioral and mental health needs; and
Whereas, we must recognize the important role that foster and kinship parents play in caring for children who have experienced trauma, supporting family reunification and building strong communities; and
Whereas, we all play a role in ensuring Rowan County's children are healthy and safe, and are able to reach their full potential; and
Whereas, we all play a role in preventing child abuse and neglect and helping children and their families heal from their traumatic experiences; and
Now Therefore Be It Resolved, that the Board of County Commissioners, Rowan County, State of North Carolina, proclaims May 2019 as Foster Care Month in Rowan County.

Thank you for your consideration.

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

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



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

Rowan County Board of Commissioners

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

PROCLAMATION MAY 2019 FOSTER CARE MONTH IN ROWAN COUNTY

WHEREAS, children are key to Rowan County's future success, prosperity and quality of life;
and

WHEREAS, children have a right to thrive, learn and grow; *and*

WHEREAS, foster and kinship parents provide the care, safety, and stability for children and teens in foster care whose parents need time to learn new skills to become the parents their kids need them to be; *and*

WHEREAS, Rowan County foster and kinship parents are caring for more than 150 children and youth in foster care today; *and*

WHEREAS, Rowan County is experiencing a shortage of foster families and is in need of families willing to care for children and teens who have complex behavioral and mental health needs; *and*

WHEREAS, we must recognize the important role that foster and kinship parents play in caring for children who have experienced trauma, supporting family reunification and building strong communities; *and*

WHEREAS, we all play a role in ensuring Rowan County's children are healthy and safe, and are able to reach their full potential; *and*

WHEREAS, we all play a role in preventing child abuse and neglect and helping children and their families heal from their traumatic experiences.

NOW THEREFORE, the Rowan County Board of County Commissioners does hereby proclaim **May 2019** as **Foster Care Month** in Rowan County.

This the 1st day of April, 2019.

ATTEST:

Gregory C. Edds, Chairman
Rowan County
Board of Commissioners

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Siobhan Allen, Management Analyst
DATE: 03/25/2019
SUBJECT: Bath & Body Works Lease Renewal at West End Plaza

Bath & Body Works has proposed a month to month lease at the same rate (\$1000.00) per month.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Lease	3/25/2019	Cover Memo

Lbrands

March 14, 2019

VIA FEDERAL EXPRESS OVERNIGHT

Rowan County
130 West Innes Street
Salisbury, NC 28144

RE: Bath & Body Works #1231/08081: Lease dated January 13, 1999 (together with any and all amendments and agreements thereto, collectively the "Lease") by and between Rowan County, as successor in interest to Salisbury Mall Limited Partnership, a North Carolina limited partnership ("Landlord"), and Bath & Body Works, LLC, a Delaware limited liability company, as successor in interest to Bath & Body Works, Inc., a Delaware corporation ("Tenant"), for premises described as Space No. C4 containing approximately 2,700 square feet (the "Premises"), in the property known as West End Plaza, Salisbury, North Carolina

Dear Sir or Madam:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

The Term of the Lease expired on January 31, 2019. Since January 31, 2019, Tenant has been occupying the Premises as a month to month tenant and shall continue to operate as a month to month tenant, with the consent of Landlord, under the terms and conditions of the Lease (the "Month to Month Tenancy"). During the Month to Month Tenancy, rents payable by Tenant to Landlord shall be as set forth in Section 2 and Section 3 of the Eleventh Amendment to Lease.

Any capitalized defined terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise set forth herein.

Except as herein specifically modified by this letter agreement, all terms, covenants and conditions of the Lease shall remain in full force and effect.

Please acknowledge your agreement to the foregoing by signing below and returning one (1) fully executed counterpart of this letter agreement to my attention.

Very truly yours,

Emily Zapp
Paralegal

TENANT: Bath & Body Works, LLC

LANDLORD: Rowan County

By: James L. Bersani
James L. Bersani
President, Real Estate

By: _____
Printed Name: _____
Title: _____

APPROVED	
LEGAL	FINANCE
ERZ	
BEW	

Lbrands

March 14, 2019

VIA FEDERAL EXPRESS OVERNIGHT

Rowan County
130 West Innes Street
Salisbury, NC 28144

RE: Bath & Body Works #1231/08081: Lease dated January 13, 1999 (together with any and all amendments and agreements thereto, collectively the "Lease") by and between Rowan County, as successor in interest to Salisbury Mall Limited Partnership, a North Carolina limited partnership ("Landlord"), and Bath & Body Works, LLC, a Delaware limited liability company, as successor in interest to Bath & Body Works, Inc., a Delaware corporation ("Tenant"), for premises described as Space No. C4 containing approximately 2,700 square feet (the "Premises"), in the property known as West End Plaza, Salisbury, North Carolina

Dear Sir or Madam:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

The Term of the Lease expired on January 31, 2019. Since January 31, 2019, Tenant has been occupying the Premises as a month to month tenant and shall continue to operate as a month to month tenant, with the consent of Landlord, under the terms and conditions of the Lease (the "Month to Month Tenancy"). During the Month to Month Tenancy, rents payable by Tenant to Landlord shall be as set forth in Section 2 and Section 3 of the Eleventh Amendment to Lease.

Any capitalized defined terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise set forth herein.

Except as herein specifically modified by this letter agreement, all terms, covenants and conditions of the Lease shall remain in full force and effect.

Please acknowledge your agreement to the foregoing by signing below and returning one (1) fully executed counterpart of this letter agreement to my attention.

Very truly yours,

Emily Zapp
Paralegal

TENANT: Bath & Body Works, LLC

LANDLORD: Rowan County

By: James L. Bersani
James L. Bersani
President, Real Estate

By: _____
Printed Name: _____
Title: _____

APPROVED	
LEGAL	FINANCE
EBZ	
BEW	

ELEVENTH AMENDMENT TO LEASE

This Eleventh Amendment to Lease (the "Amendment") is made effective as of the ____ day of _____, 2018 (the "Effective Date") between Rowan County ("Landlord") and Bath & Body Works, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated January 13, 1999 ("Original Lease"), as amended by the First Amendment to Lease dated April 11, 2005, the Second Amendment to Lease dated March 23, 2006, the Third Amendment to Lease dated October 21, 2009, the Fourth Amendment to Lease dated January 17, 2011, the Fifth Amendment to Lease dated December 6, 2011, the Sixth Amendment to Lease dated February 5, 2013 (erroneously identified as the Fifth Amendment to Lease), the Seventh Amendment to Lease dated July 18, 2013, the Eighth Amendment to Lease dated March 10, 2015, the Ninth Amendment to Lease dated May 1, 2016 ("Ninth Amendment"), and the Tenth Amendment to Lease dated February 1, 2017 (collectively the "Lease"), pursuant to which Tenant leases from Landlord that certain premises containing approximately 2,700 square feet and located at The West End Plaza, Space C-4, Salisbury, North Carolina (the "Demised Premises"), and

WHEREAS, the Lease as extended expires January 31, 2018; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease for period of one (1) Lease Year; and

WHEREAS, Landlord and Tenant desire to amend and supplement the terms and conditions of the Lease as provided herein.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Term**. The Term of the Lease is extended for a period of one (1) year from February 1, 2018 through and including January 31, 2019 (the "Extended Term"), upon the same terms and conditions as provided in the Lease except as the same are amended, modified or changed by this Eleventh Amendment to Lease.
2. **Basic Rent**. During the Extended Term, Tenant shall pay Landlord Basic Rent in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month.
3. **Additional Rent**. During the Extended Term, Tenant shall continue to not be obligated to pay the Common Facilities Charge, Insurance Charge, Real Estate Taxes or any applicable Percentage Rent as outlined in the Lease.
4. **Termination Right**. During the Extended Term, Tenant shall continue to have the option to terminate the Lease upon thirty (30) days' prior written notice to Landlord. Such notice shall be deemed to be properly given if sent by certified mail with return receipt requested or by an express mail delivery service, postage prepaid, to the Landlord at

Rowan County, 130 West Innes Street, Salisbury, North Carolina. The effective date of such notice shall be the date such notice is received by the Landlord.

5. Kiosk Restriction Remedy. In the event Tenant notifies Landlord in writing of a violation of the provisions of the first sentence of Section 2.2.3 of the Original Lease or Paragraph 6 of the Ninth Amendment, and such violation is not cured within twenty-four (24) hours of Landlord's receipt of such notification, then Tenant shall receive a credit of two (2) days' rental for each day that such violation is not cured. Tenant shall remain liable for the payment of utility charges due pursuant to the Lease. Upon curing of such violation, Tenant shall resume full payment of rent as set forth in the Lease as amended herein.

6. Miscellaneous.

(a) Incorporation. Except as expressly amended hereby, the Lease, including all exhibits and schedules attached thereto remains unmodified and in full force and effect and is incorporated into this Amendment as if fully set forth herein. Capitalized terms used and not otherwise defined in this Amendment, but defined in the Lease, shall have the meanings set forth in the Lease.

(b) Conflict. In the event of a conflict or discrepancy between the Lease and this Amendment, the provisions of this Amendment shall control.

(c) Brokers. Each party warrants and represents to the other party that it has not engaged any broker, finder or other person in connection with the transaction described in this Amendment. Each party shall indemnify and hold the other party harmless from claims of any broker, finder or similar person engaged by, or who claims to have been engaged by, such party and who claims to be entitled to compensation in connection with this Amendment

(d) Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

(e) Entire Agreement. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Lease and this Amendment shall not be further amended or modified except by a written instrument signed by both parties.

(f) Counterparts; Authority; Facsimile Signatures. This Amendment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which, together, shall constitute one and the same document. Each party represents and warrants that the individual executing this Amendment on its behalf is duly authorized to execute and deliver this Amendment on its behalf.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

LANDLORD:
ROWAN COUNTY

TENANT:
BATH & BODY WORKS, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: James L. Bersani

Title: _____

Title: President, Real Estate

By: _____

Name: James J. Harris

Title: Vice President, Real Estate - Legal

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: March 25, 2019
SUBJECT: Financing Documents - Kannapolis City Schools

These are documents between Kannapolis City Schools Board of Education and Rowan County related to the financing package we will close on April 11, 2019.

The request is for BOC to approve these in substantial form as attached because we might have to make minor changes prior to actual closing of the loan.

These documents have been approved by the Kannapolis City Schools Board of Education.

The general transaction for borrowing money for schools is that the school system transfers the property to the County and the County leases the property back to the school system for the same period as our financing term. We have an Agency Agreement that allows the school system to manage the construction contracts directly since the County at that time is the Owner but not involved in the construction management. The Assignment of Contracts may not be necessary, but we like to have it just in case the school system enters into any contracts prior to the County becoming the Owner.

This is similar to recent transaction with Rowan-Salisbury Schools for the new West Elementary School.

ATTACHMENTS:

Description	Upload Date	Type
Deed From KCS to Rowan County	3/25/2019	Cover Memo
Lease Agreement - Final	3/25/2019	Cover Memo
Memorandum of Lease - Final	3/25/2019	Cover Memo
Agency Agreement - Final	3/25/2019	Cover Memo
Assignment Contracts - Final	3/25/2019	Cover Memo

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: **No Tax Consideration**

Parcel Identifier No. 4-021-0006.00 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: _____

This instrument was prepared by: **John W. Dees, II, Attorney at Law, 130 West Innes Street, Salisbury, NC 28144**

Brief description for the Index: 4.9 acres C Street, Kannapolis, NC

THIS DEED made this ____ day of April, 2019, by and between

GRANTOR

**KANNAPOLIS CITY BOARD OF EDUCATION,
a public body politic**

**Mailing Address:
100 Denver Street
Kannapolis, NC 28083**

GRANTEE

**ROWAN COUNTY, North Carolina,
a body politic**

**Mailing Address:
130 West Innes Street
Salisbury, NC 28144**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cleveland Township, Rowan County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference for a complete description of the property.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 139, page 443 of the Cabarrus County Register of Deeds Office.

A map showing the above described property is recorded in Plat Book -- page --.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Subject to any and all easements, rights of way, reservations and restrictions of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

KANNAPOLIS CITY BOARD OF EDUCATION

(Entity Name)

By: _____

Title: Chair, Board of Education

ATTEST:

By: _____

Title: Secretary/Superintendent

(SEAL)

State of North Carolina - County of Cabarrus

I, _____, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the Secretary to the Kannapolis City Board of Education, , a public body politic, and that by authority duly given and as the act of the Kannapolis City Board of Education, the foregoing instrument was signed in its name by its Chair, sealed with its official seal, and attested by him/her as the Secretary to the Board.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 2019.

My Commission Expires: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Beginning at an iron stake in the intersection of "C" Street and Lowe Street and runs with "C" Street, N. 61 W. 500 feet to an iron stake in the north edge of "C" Street; thence a new line, N. 33 ¼ E. 500 feet to an iron stake in the north side of a branch; thence a new line crossing the branch, S. 61 E. 500 feet to an iron stake on the South edge of a branch, a new corner; thence a new line with the Northwest edge of Lowe Street, S. 33 ¼ W. 500 feet to the beginning, containing 5.73 acres, more or less.

Less and except that certain area taken by the NC DOT for the road right of way of Harding Avenue South in Deed Book 1276 Page 0099 of the Cabarrus County Register of Deeds Office.

Return after recording to:

Schwartz & Shaw, PLLC
Kannapolis City Board of Education Attorney
19 West Hargett Street, Suite 1000
Raleigh, NC 27601

STATE OF NORTH CAROLINA)
)
CABARRUS COUNTY)

LEASE

THIS LEASE is dated the 11th day of April, 2019, and is entered into by and between **ROWAN COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the “County”), and the **KANNAPOLIS CITY BOARD OF EDUCATION**, as lessee (the “School Board”).

WITNESSETH:

The County and the School Board have previously agreed to cooperate in a plan for certain school improvements to Kannapolis City School buildings and athletic facilities (the “Project”). The County shall finance such improvements and pledge as collateral certain real property together with all improvements thereon more particularly described in Exhibit A (the “Leased Property”).

As part of such plan of financing, the County has entered into (1) an Installment Financing Contract for \$1,300,000.00 (the “Financing Contract”) with First National Bank (the “Bank”), dated of even date hereof, providing for the financing of the Project and (2) a Deed of Trust, Security Agreement and Absolute Assignment of Leases (the “Deed of Trust”), from the County to a deed of trust trustee for the benefit of the Bank.

The County proposes to lease the Leased Property to the School Board, and the School Board has determined to accept such lease.

NOW THEREFORE, for and in consideration of the mutual promises contained in this Lease, the parties agree as follows:

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined shall have the meanings assigned to them in the Financing Contract, unless the context clearly requires otherwise. In addition, the following terms shall have the meanings specified below, unless the context clearly requires otherwise:

“Event of Default” means one or more events of default as defined in Section 11.1.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” means, initially, from the Closing Date through December 31, 2019, and thereafter, means each 12-month period commencing on January 1 and ending on the next December 31, or any partial Lease Year during which the Financing terminates.

“Leased Property” means the Real Property described in Exhibit A, together with any and all improvements located thereon.

“School Board Representative” means the School Board’s Superintendent or chief financial officer or any other person or persons at the time designated, by a written certificate furnished to the County Manager and signed on the School Board’s behalf by its Chairman, to act on the School Board’s behalf for the purpose of performing any act (or any specified act) under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the School Board each represent, covenant and warrant for the other’s benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Lease, results in a breach of the terms, conditions and provisions of any

agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Lease or to comply with its obligations under this Lease. Neither party's execution and delivery of this Lease, nor its compliance with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISE; PRIORITY OF FINANCING AGREEMENT

3.1 Demise. The County hereby leases the Leased Property to the School Board, and the School Board hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term, subject to the provisions of Sections 3.2.

3.2 Priority of Financing Contract. Notwithstanding anything in this Lease to the contrary, the School Board's rights to possession of the Leased Property, its rights to purchase the Leased Property under Section 5.2 hereof and all its other rights under this Lease are subordinate to the rights of the Bank (and its assigns) as beneficiary under the Financing Contract and the Deed of Trust. Any judicial sale of, or foreclosure on, the Leased Property pursuant to the Financing Contract or the Deed of Trust shall terminate all the School Board's rights under this Lease.

ARTICLE IV

LEASE TERM

4.1 Commencement. The Lease Term shall commence on the closing date for the financing of the Project, on or about the 11th day of April, 2019, and shall continue for the duration of the Financing Term of FIVE (5) YEARS, unless earlier terminated as provided herein.

4.2 Termination. The Lease Term shall terminate upon the earliest of the following:

(a) Judicial sale of or foreclosure on the Leased Property under the Financing Contract and the Deed of Trust, as described in Section 3.2 hereof;

(b) The occurrence of an Event of Default under this Lease and subsequent termination by the County pursuant to Article XI; or

(c) The date that is 30 days after termination of the Financing Contract, except that the Lease Term shall end immediately upon the termination of the Financing Contract if the Financing Contract is terminated following an Event of Default by the County under the Financing Contract.

Termination of the Lease Term shall terminate all the County's obligations under this Lease, and shall terminate the School Board's rights of possession under this Lease; but all other provisions of this Lease, including the receipt and disbursement of funds, shall continue until the Financing Contract is discharged as provided therein.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The County hereby covenants that the School Board shall, during the Lease Term and subject to Section 5.2 hereof, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the School Board's quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the School Board's request and the County's cost, join and cooperate fully in any legal action in which the School Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the School Board may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined (to the extent legally possible and at the School Board's expense) in any action affecting its liabilities under this Lease.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Financing Contract.

5.2 Purchase Option.

(a) Subject to the provisions of subsection (b), the School Board shall have the option to purchase the Leased Property, in whole but not in part, at any time during the two-year period beginning upon the date the Financing Contract terminates (other than a termination following an Event of Default under the Financing Contract or a termination in connection with the County's refinancing its obligations under the Financing Contract) upon payment to the County of a purchase option price of Ten Dollars. The County shall notify the School Board of the termination of the Financing Contract promptly but, in any event, within 45 days of termination. The School Board shall notify the County of its exercising of this option during such option period, and within 45 days of the receipt of such notice the County shall execute and deliver all necessary documents conveying to the School Board good and marketable title to the Leased Property, subject only to (i) Permitted Encumbrances and (ii) any encumbrance or imperfection caused by or attributable to the School Board.

(b) The School Board's purchase option is subordinate to the rights of the beneficiary under the Financing Contract, as described in Section 3.2 hereof.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 Use for School Board's Purposes; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the School Board hereby agrees to use the Leased Property for administration of public education in fulfillment of its obligation, shared by the County, to provide for educational services in the County. In addition, in consideration of its rights under this Lease, the School Board undertakes the obligations imposed on it under this Lease, including those imposed by Section 7.1 hereof.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the School Board hereby agrees to pay to the County total rent for the Lease Term in the amount of \$100, payable in advance on the Closing Date, receipt of which the County hereby acknowledges. The County and the School Board acknowledge their understanding that although the County's financing of the Leased Property, and providing it to the School Board for use, is of substantial value to the School Board, any payment by the School Board of a market value rent would represent simply an accounting transaction, because the School Board's funding is primarily provided through the County.

ARTICLE VII

SCHOOL BOARD'S ASSUMPTION OF COUNTY'S OBLIGATIONS

7.1 Assumption of Obligations. The School Board hereby assumes the County's obligations under the Financing Contract contained in Sections 5.14 (Construction of Project), 7.1 (Insurance), 7.1 (Damage or Destruction), and 5.1 (Maintenance, Care and Use), 5.4 (Utilities), 5.5 (Taxes), 5.6 (Risk of Loss), 5.10 (Environmental Covenants); provided, however, that the County hereby undertakes to make the Net Proceeds contemplated by Sections 7.1 and 7.2 of the Financing Contract available to the School Board for use in carrying out this obligation, and further provided that the County retains its rights under Sections 7.1 and 7.2 of the Financing Contract to direct the use of Net Proceeds to prepayment of the County's obligations under the Financing Contract. The School Board also hereby assumes the County's obligations under Sections 5 (Payment of Taxes, Assessments and Other Amounts; Maintenance of Insurance) and 6 (Maintenance of the Property) of the Deed of Trust.

7.2 Reserved.

7.3 School Board's General Tax Covenant. The School Board covenants that it will not take any action, or fail to take any action if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the payment obligations created by the Financing Contract under Section 103 of the Internal Revenue Code (the "Code"). The School Board will not directly or indirectly use or permit the use of any proceeds of any fund created under the Financing Contract or any funds of the County, or take or omit to take any action that would cause the obligation created by the Financing Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The School Board further covenants that it will not take any action or fail to take any

action that would cause the Financing Contract to be a “private activity bond” as defined in Section 141 of the Code.

7.4 County’s Cooperation. The County shall cooperate fully with the School Board in filing any proof of loss or taking any other action under this Lease. In no event shall the County or the School Board voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other’s written consent.

7.5 Advances; Performance of Obligations. If the School Board shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, the County may (but shall be under no obligation to) pay such amounts or perform such other obligations. The School Board agrees to reimburse the County for any such payments or for its costs incurred in connection with performing such other obligations, together with interest thereon at the Prime Rate.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

8.1 Disclaimer of Warranties. **THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF.** In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided for herein.

8.2 Further Assurances; Corrective Instruments. The School Board and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased, or intended so to be, or for otherwise carrying out the intention of this Lease.

8.3 School Board and County Representatives. Whenever under the provisions hereof the approval of the School Board or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the School Board by the School Board Representative and for the County by the County Representative, and the School Board and the County shall be authorized to act on any such approval or request.

8.4 Compliance with Requirements. During the Lease Term, the School Board and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good

faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

8.5 Contents Insurance. The School Board acknowledges that it is solely responsible for insuring the personal property owned by the School Board that may at any time or from time to time be located at the Leased Property.

ARTICLE IX

TITLE TO LEASED PROPERTY

Except for personal property purchased by the School Board at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, until foreclosed upon or conveyed as provided in the Financing Contract or the Deed of Trust, or the termination of the Financing Contract, notwithstanding (a) the occurrence of one or more events of default as defined in the Financing Contract; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the County's violation of any provision of this Lease.

The School Board shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease.

ARTICLE X

SUBLEASING, ASSIGNMENT, AND INDEMNIFICATION

10.1 School Board's Subleasing and Assignment. The School Board may not sublease the Leased Property, in whole or in part, or assign any of its rights or obligations under this Lease, without the prior written consent of the County and the Bank. This provision, however, shall not preclude the School Board's entering into agreements for the temporary use of portions of the Leased Property (including, for example, for use by community groups and federal agencies for the administration of programs such as Head Start).

10.2 Indemnification. To the extent permitted by law, the School Board shall and hereby agrees to indemnify and save the County and the Bank harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the Leased Property during the Lease Term, including any arising from: (a) any condition of the Leased Property; or (b) any negligent act of the School Board or of any of its agents, contractors or employees or any violation of law by the School Board or breach of any covenant or warranty by the School Board under this Lease. The School Board shall, upon notice from the County or the Bank, defend or pay the cost of defending the County or the Bank, as the case may be, in any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

ARTICLE XI

EVENTS OF DEFAULT

11.1 Events of Default. The following shall be “Events of Default” under this Lease and the term “Default” shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The School Board’s failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the School Board by the County or the Bank, unless the County and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, neither the County nor the Bank shall unreasonably withhold its consent to an extension of such time if corrective action is instituted by the School Board within the applicable period and diligently pursued until such failure is corrected; and further provided, that if by reason of Force Majeure the School Board is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1 hereof), the School Board shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation of the School Board or the voluntary initiation by the School Board of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the School Board of any such proceeding which shall remain undismissed for 60 days, or the entry by the School Board into an agreement of composition with creditors or the School Board’s failure generally to pay its debts as they become due.

11.2 Remedies on Default. Whenever any Event of Default shall be continuing, the County may take one or any combination of the following remedial steps:

(a) Have reasonable access to and inspect, examine and make copies of the School Board’s books and records and accounts during the School Board’s regular business hours, if reasonably necessary in the County’s opinion; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the School Board under this Lease.

(c) May terminate this Lease in which event the School Board shall immediately surrender possession of the Leased Property to the County.

Any amount collected pursuant to action taken under this Section shall be applied in accordance with the Financing Contract.

11.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease and every remedy now or hereafter

existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XI, it shall not be necessary to give any notice, other than such notice as may be required in this Article XI.

11.4 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease. The County, however, shall have no right to waive any Event of Default without the Bank's consent. A waiver of an Event of Default under the Financing Contract shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or otherwise impair any right consequent thereon.

11.5 Agreement To Pay Attorneys' Fees and Expenses. If the School Board shall default under any Lease provision and the County or the Bank shall employ attorneys or incur other expenses for the collection of any payments due under this Lease, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained in this Lease, the School Board agrees that, to the extent permitted by law, it shall pay on demand therefore to the County or the Bank, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

11.6 Waiver of Appraisement, Valuation, Stay, Extension, and Redemption Laws. The School Board and the County agree, to the extent permitted by law, that upon a termination of the Lease Term by reason of an Event of Default, neither the School Board nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Financing Contract or the Deed of Trust or of any remedy provided under this Lease or under the Financing Contract or Deed of Trust; and the School Board and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

- (a) If intended for the County, addressed as follows:

Rowan County Manager
Attn: Notice under School Lease
130 W. Innes Street
Salisbury, North Carolina 28144

- (b) If intended for the School Board, addressed as follows:

Superintendent of Kannapolis City School System
Attention: Notice under School Lease
100 Denver Street
Kannapolis, North Carolina 28083

With Copy:

Schwartz & Shaw, PLLC
Kannapolis City Board of Education Attorney
19 West Hargett Street, Suite 1000
Raleigh, NC 27601

12.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the School Board and the County, and their respective successors and assigns, subject, however, to the limitations contained in Article X.

12.3 Amendments, Changes and Modifications. This Lease may not be amended without the Bank's written consent.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease," and the School Board shall pay absolutely net during the Lease Term all other payments required under this Lease, free of any deductions, and without abatement or set-off.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment shall be made or act performed or right exercised on the next preceding day that is a Business Day.

12.6 Severability. If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.8 Applicable Law. The parties intend that this Lease shall be governed by and construed in accordance with State law.

12.9 Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the School Board shall at any time execute a memorandum of this lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

12.11 Third-Party Beneficiary. The Bank and its successors or assigns as beneficiary under the Financing Contract are intended by the County and the School Board to be third-party beneficiaries of this Lease.

12.12 Other Covenants of the School Board. The School Board covenants and represents to the County that the School Board has obtained all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies required as a condition to the School Board's entering into this Lease. The School Board further covenants and warrants that prior to the use of the Building for Board of Education purposes, the School Board will obtain, and will thereafter maintain through the duration of this Lease, all further permits, consents, approval or authorizations of all governmental entities and regulatory bodies necessary to operate the Building.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**[SEAL]
ATTEST**

ROWAN COUNTY, NORTH CAROLINA

Clerk, Board of Commissioners

Chairman, Board of Commissioners

**[SEAL]
ATTEST**

KANNAPOLIS CITY BOARD OF EDUCATION

Secretary/Superintendent

Chair

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Leslie Heidrick, Finance Officer
Rowan County, North Carolina

This instrument has been preaudited in the manner required by the Fiscal Control Act

Finance Officer
Kannapolis City Schools

[Lease dated April 11, 2019]

STATE OF NORTH CAROLINA

ROWAN COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that Gregory C. Edds and Carolyn Barger personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of County Commissioners of Rowan County, North Carolina, and that by authority duly given and as the act of Rowan County, North Carolina, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

CABARRUS COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the Secretary of the Kannapolis City Board of Education and that Todd Adams is the Chairman of such Board of Education, the Board described in and which executed the foregoing instrument; that (s)he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chairman, and that said Chairman and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My commission expires: _____

EXHIBIT A

LEASED PROPERTY LEGAL DESCRIPTION

STATE OF NORTH CAROLINA)
)
)
COUNTY OF ROWAN)

MEMORANDUM OF LEASE
WITH PURCHASE OPTION

THIS MEMORANDUM OF LEASE WITH PURCHASE OPTION, made and entered into this the 11th day of April, 2019, by and between Rowan County, a political subdivision of the State of North Carolina, hereinafter called LANDLORD, and the Kannapolis City Board of Education, hereinafter called TENANT,

WITNESSETH:

Landlord, in consideration of the rents reserved that are hereinafter referred to in the Lease Agreement, and of the terms, covenants and conditions on the part of Tenant that are hereinafter mentioned in the Lease Agreement, does hereby demise and lease unto Tenant, and Tenant does hereby take and hire from Landlord the premises more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with the non-exclusive right to use access, parking and/or common areas as more specifically set forth in the Lease Agreement between the parties hereto dated the 11th day of April, 2019, the provisions of said Lease being incorporated herein by reference.

TO HAVE AND TO HOLD the demised premises, together with the privileges and appurtenances thereunto pertaining for a term of FIVE (5) consecutive years commencing upon the 11th day of April, 2019, upon the rents, terms, covenants and conditions, together with the unconditional Option to Purchase, contained in said Lease Agreement.

IN TESTIMONY WHEREOF, this Memorandum of Lease Agreement is executed in quadruple originals, in the manner and form provided by law, as of the day and year first above written.

[SEAL]
ATTEST

ROWAN COUNTY, NORTH CAROLINA

Clerk, Board of Commissioners

Chairman, Board of Commissioners

[SEAL]
ATTEST

KANNAPOLIS CITY BOARD OF EDUCATION

Secretary/Superintendent

Chair

STATE OF NORTH CAROLINA

ROWAN COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that Gregory C. Edds and Carolyn Barger personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of County Commissioners of Rowan County, North Carolina, and that by authority duly given and as the act of Rowan County, North Carolina, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

CABARRUS COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the Secretary of the Kannapolis City Board of Education and that Todd Adams is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that (s)he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair, and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My commission expires: _____

EXHIBIT A
LEASED PROPERTY LEGAL DESCRIPTION

Schwartz & Shaw, PLLC
Kannapolis City Board of Education Attorney
19 West Hargett Street, Suite 1000
Raleigh, NC 27601

STATE OF NORTH CAROLINA)
)
ROWAN COUNTY)

AGENCY AGREEMENT

THIS AGENCY AGREEMENT is dated April __, 2019, and is entered into by and between **ROWAN COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as principal (the “County”), and the **KANNAPOLIS CITY BOARD OF EDUCATION**, as agent (the “School Board”).

WITNESSETH:

The County and the School Board have previously agreed to cooperate in a plan for certain school improvements, including but not limited the improvement projects to buildings and athletic facilities for the Kannapolis City Schools (KCS), including improvements to the Wonder Career Center and athletic field improvements at A.L. Brown High School (the “Project”), as more particularly described on Exhibit A. The County shall finance such improvements and pledge as collateral the real property, together with all improvements thereon, more particularly described on Exhibit B (the “Pledged Property”). As part of such plan of financing, the County has entered into (1) an Installment Financing Contract for \$1,300,000.00 (the “Financing Contract”) with _____ (the “Bank”), dated of even date hereof, providing the financing for the Project and (2) a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (the “Deed of Trust”), from the County to a deed of trust trustee for the benefit of the Bank, dated of even date hereto.

The County desires to designate the School Board as its agent to carry out the Project and the School Board is willing to accept such an appointment pursuant to the terms of this Agency Agreement, pursuant to N.C.Gen.Stat. § 160A-461 and other applicable laws.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other valuable consideration, the parties agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agency Agreement and not otherwise defined shall have the meanings assigned in the Financing Contract. In addition, "School Board Representative" means the School Board's Superintendent or chief financial officer or any other person or persons at the time designated, by a written certificate furnished to the County and signed on the School Board's behalf by its Chairman, to act on the School Board's behalf for the purpose of performing any act (or any specified act) under this Agency Agreement.

2. APPOINTMENT; ACCEPTANCE.

The County appoints the School Board as its agent to carry out all phases of the Project. The School Board, as the County's agent, assumes all the County's rights, duties and responsibilities regarding such matters, except as limited herein. The School Board, as the agent of the County, shall have sole and exclusive authority to negotiate and execute on behalf of the County all contracts for the construction of the Project undertaken pursuant to this Agreement, as long as the funds to be expended pursuant to those contracts are within the Project budget established by the School Board and approved by the Board of County Commissioners. Pursuant to N.C. Gen. Stat. §159-28, the County hereby authorizes the Finance Officer of the School Board to act as the Finance Officer of the County for the limited purpose of pre-auditing the contracts and change orders executed pursuant to this Agreement as required by the Local Government Budget and Fiscal Control Act, on behalf of the County. The School Board shall appoint no further agent to assume such rights or carry out such duties and responsibilities without the prior written consent of the County and the Bank.

3. CONTRACTS.

Subject to the provisions of the Financing Contract, the School Board, with the County's approval, may enter into any purchase order or contract with respect to the Project in the School Board's name. As of the date hereof, the School Board has entered into the following contracts: _____ . Alternatively, the County may require that any such purchase orders or contracts be entered into by the County in its own name or be entered into by the County and the School Board jointly.

The School Board shall provide that contractors provide bonds, insurance coverages and contract assignments that comply with the requirements of Sections ____ and ____ of the Financing Contract. Included in this obligation is the obligation to provide that the Bank, the County and the School Board be named as co-obligees, loss payees or additional insureds, to the extent required by the County or the Bank.

All contracts shall comply with the public procurement laws and any other State laws applicable to either the School Board or the County, as appropriate, with regard to entering into such contracts.

4. RIGHTS AND RESPONSIBILITIES FOR FINANCED PROJECT.

The School Board, as the County's agent, shall be responsible for carrying out and maintaining the Project in accordance with the requirements of the Financing Contract, and the School Board shall have all rights to supervise the Project.

The School Board shall be required to monitor the maintenance of contractors' insurance coverages described in Sections ____ and ____ of the Financing Contract.

The School Board covenants and represents to the County that the School Board has obtained all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies required as a condition to the County's entering into the Financing Contract. The School Board further covenants and warrants that prior to the use of the Property subject to any improvements, the School Board will obtain, and will thereafter maintain through the duration of this Lease, to the extent the same is necessary, all further permits, consents, approval or authorizations of all governmental entities and regulatory bodies necessary to operate the Property as a career center for Kannapolis City Schools.

The County and its representatives and agents shall have the right to enter upon the Project Sites and inspect the Project from time to time during construction and after the completion of construction, and the School Board shall cause any vendor, contractor or subcontractor to cooperate with the County and its representatives and agents during such inspections. No right of inspection or approval granted in this Section shall be deemed to impose upon the County any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the County shall be deemed to impose upon the County any duty or obligation whatsoever to identify or correct any defects in the Building or to notify any person with respect thereto, and no liability shall be imposed upon the County, and no warranties (either express or implied) are made by the County as to the quality or fitness of any improvement, any such inspection and approval being made solely for the County's benefit.

5. SCHOOL BOARD'S RIGHT TO ENFORCE CONTRACTS.

For so long as the School Board is not in default of any of the provisions of this Agency Agreement and the Lease Agreement, the School Board shall have the right to enforce in its own name or in the County's name such purchase orders or contracts at law or in equity entered in the County's name or the School Board's name for the Project; provided however, that if the School Board shall be in default of any provisions of this Agency Agreement or the Lease Agreement for a period of 30 days after being notified by the County of such default without cure, then in such event the County shall have the right to terminate this Agency Agreement and assume any and all responsibilities of the School Board pursuant to the Project. In such event of default without cure, the School Board shall assign any and all right, title and interest to any and all contracts relating to the Project, including but not limited to any architect agreement(s), any and all engineering agreements, any and all construction agreements, and any and all plans, specifications and other drawings or documents prepared or to be prepared for the Project to the County. The School Board agrees to reimburse to the County any and all costs, expenses, and damages incurred by the County in the assumption of the rights and responsibilities of the School Board due to such event of default without cure, and to indemnify and hold the County harmless

for any and all claims for damages by others related to such event of default without cure. Any assignment by the County of any of its rights under the Financing Contract shall not prevent the County from asserting such rights and powers in its own behalf.

6. DISBURSEMENTS FROM PROJECT FUND.

Section ____ of the Financing Contract provides that amounts will be disbursed to the County for Project Costs only upon the Bank's receipt of a requisition, signed by a County representative, in the form prescribed by the Financing Contract which makes certain representations, designates the payee and provides evidence that payment is due (such as an architect's payment certification). The School Board shall prepare such requisitions in the first instance and forward the same to the County for review, approval and forwarding to the Bank for payment, all in accordance with Section ____ of the Financing Contract. The County shall have the right to obtain such additional evidence as it deems appropriate to determine the accuracy of the representations set forth in the form of requisition and the propriety of payment. The School Board shall provide the County with such information in the School Board's possession as the County may request.

7. APPLICATION OF CASUALTY INSURANCE PROCEEDS.

Notwithstanding any provision of this Agency Agreement, the County shall retain the sole power to control and direct the application and distribution of proceeds of casualty insurance applicable to the Building.

8. RESERVATION OF RIGHTS.

This Agency Agreement is not to be construed in any way as delegating or limiting the County's rights hereunder or under the Financing Contract, except as expressly provided herein.

9. CONSIDERATION.

The County and the School Board are undertaking their mutual obligations hereunder in partial consideration for, and in partial fulfillment of, their agreement to carry out the Project.

10. PROPERTY AFFECTED/PLEDGED AS COLLATERAL.

The Pledged Property is described in Exhibit B attached hereto and is subject to the Lease between the County and the School Board of even date, a Memorandum of which is recorded at Book ____, Page ____, Rowan/Cabarrus County Registry.

[Remainder of page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agency Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]
ATTEST:

ROWAN COUNTY, NORTH CAROLINA

Clerk, Board of Commissioners

By: _____
Chairman, Board of Commissioners

[SEAL]
ATTEST:

**KANNAPOLIS CITY BOARD OF
EDUCATION**

Secretary/Superintendent

By: _____
Chairman

This instrument has been preaudited in the manner
required by The Local Government Budget and Fiscal
Control Act.

Finance Director
Rowan County, North Carolina

This instrument has been preaudited in the manner
required by the School Budget and Fiscal Control Act.

Finance Director
Kannapolis City Schools

[Agency Agreement dated as of April __, 2019]

**STATE OF NORTH CAROLINA
ROWAN COUNTY**

I, _____, a Notary Public of Said State and County, do hereby certify that Gregory C. Edds and Carolyn Barger personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of County Commissioners of Rowan County, North Carolina, and that by authority duly given and as the act of Rowan County, North Carolina, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My Commission expires: _____

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

I, _____, a Notary Public of said State and County, do hereby certify that _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the Secretary/Superintendent of the Kannapolis City Board of Education and that _____ is the Chairman of such Board of Education, the Board described in and which executed the foregoing instrument; that (s)he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chairman; and that said Chairman and Secretary/Superintendent subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of April, 2019.

Notary Public

My Commission expires: _____

EXHIBIT A

PROJECT DESCRIPTION

This Project is a \$1,300,000.00 financing by Rowan County under G.S. 160A-20 for the planning, design, equipping and construction of certain improvement projects to buildings and athletic facilities for the Kannapolis City Schools.

EXHIBIT B

PLEDGED PROPERTY LEGAL DESCRIPTION

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS dated the ____ of April, 2019, is made by and between Kannapolis City Board of Education (hereinafter referred to as “Assignor”) and Rowan County, North Carolina (hereinafter referred to as “Assignee”).

WITNESSETH:

WHEREAS, Assignor has entered into certain Contract(s) prior to the date hereof for construction of improvement projects to buildings and athletic facilities for Kannapolis City Schools (the “Project”) on behalf of Assignee, such contracts listed on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Assignor, Assignee and the Contractors desire to have Assignor’s obligations pursuant to the Agreement performed by Assignee; and

WHEREAS, the Contractor(s), by execution of this instrument, provide(s) its/their written consent to this Assignment and Assumption of the Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and delivers to Assignee all of its right, title and interest under the Agreement. Assignor and Assignee agree that the owner for the purposes of the Contract shall be “Rowan County, by and through its authorized agent the Kannapolis City Board of Education.”

2. Assumption. Assignee hereby accepts the assignment of the Agreement and all of Assignor’s rights, title and interest thereunder, and assumes and agrees to be bound by all of Assignor’s duties and obligations thereunder and to be subject to all of the conditions therein, with the same force and effect as if Assignee had been the original party to the Agreement. Assignee agrees to accept all benefits, rights and privileges under the Agreement. Assignee further agrees to perform, fulfill, and discharge all such duties and obligations under the Agreement.

3. Further Assurances. Each party hereby promises to deliver upon request of the other party all such additional assignments, assumptions, and other documents which may be reasonably necessary and convenient to accomplish the intent of this Assignment and Assumption of the Contract. Assignor and Assignee agree to ensure that all insurance and bonds required to be provided by Contractor(s) or others performing work on the Project shall list Assignor and Assignee as additional insureds or be issued in the name “Rowan County, by and through its authorized agent the Kannapolis City Board of Education.”

4. Counterparts. This Assignment and Assumption of Contract may be executed in any number of counterparts. Each of said counterparts shall be deemed to be

an original, but all of such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Contract to be executed and delivered as of the date first set forth above.

KANNAPOLIS CITY BOARD OF EDUCATION

Todd Adams, Chair

[corporate seal]

Attest:

Dr. Daron Buckwell, Secretary/Superintendent

COUNTY OF ROWAN, NORTH CAROLINA

Gregory C. Edds
Chairman, Board of Commissioners

[corporate seal]

Attest:

Carolyn Barger
Clerk to the Board of Commissioners

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act to the extent of Rowan County's financial obligation of \$1,300,000.00.

Finance Officer (Date)
Rowan County

EXHIBIT A
LIST OF CONTRACTS
AND
CONTRACTOR CONSENT

1. _____;
2. _____;
3. _____;

Consented to by Contractor(s) this _____ day of April, 2019.

Contractor: _____

Its: ____ President

Contractor: _____

Its: ____ President

Contractor: _____

Its: ____ President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice-President, Economic Development Commission
DATE: March 22, 2019
SUBJECT: Public Hearing & Executive Summary Presentation - Project Kodiak

The Rowan EDC requests that the Board of Commissioners consider additional incentives for 'Project Kodiak.'

The company behind 'Project Kodiak' is an online retailer. If Rowan County were chosen for this project, the company would build a 700,000 square foot facility on the Trevey Site. Total capital investment for the project would be approximately \$55 million dollars.

The company originally pledged to create 600 jobs as part of the project. Late last year, the Board of Commissioners approved a 5-year tax incentive grant for the project equal to 80% of the new taxes paid. The Board also approved a \$100,000 equipment grant.

The company is now willing to commit to 1,250 new jobs and has asked for the County to reconsider its incentive proposal. The Rowan EDC is recommending that the tax incentive grant be extended from 5 years to 10 years. The Rowan EDC also recommends that the equipment grant be increased from \$100,000 to \$400,000.

ATTACHMENTS:

Description	Upload Date	Type
Project Kodiak - Memo to Commissioners	3/22/2019	Cover Memo
Proposed Incentive Agreement	3/22/2019	Cover Memo
Draft - Equipment Loan Agreement	3/22/2019	Cover Memo
Draft - Promissory Note	3/22/2019	Cover Memo

Memorandum

Be an original.

Date: March 22, 2019
To: The Rowan County Board of Commissioners
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request to consider additional incentives for 'Project Kodiak'*

Dear Chairman Edds and Commissioners,

As you are aware, the Rowan EDC has been working diligently to win 'Project Kodiak' for our community. The company behind 'Project Kodiak' is an online retailer that is considering Rowan County for a new eCommerce Fulfillment Center facility which would lead to the creation of a large number of new jobs, as well as a substantial increase to the County's tax base. In late 2018, the Board of Commissioners approved multiple incentives for 'Project Kodiak.' Since that time, the project's scope has grown substantially and the EDC recommends that the Board reconsider these incentives in order to remain in contention for this new facility. Please allow me to present to you this summary of the proposed location of Project Kodiak in Rowan County.

Project History

If our community were chosen for "Project Kodiak", the Company would construct a new 700,000 square foot facility on the Trevey Site. The Company would also invest approximately \$55 million dollars through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project.

The Company originally pledged to create 600 new jobs by the end of 2022 as part of 'Project Kodiak.' The average salary for these positions was estimated to be \$28,375, with benefits.

At your October 1st meeting, the Commissioners graciously approved a 'Level 2' incentive grant for the project. By approving this incentive, the company would receive a grant equal to 80% of the new taxes paid from the project over a 5-year period.

As you will see in the chart below, as originally approved, Rowan County would collect \$1,735,750 in revenue and provide incentive grants totaling \$1,388,600. The County would retain \$347,150 of revenue during the 5-year incentive term. Over a 10-year



period, Rowan County would collect an estimated \$3,557,625, disburse a \$1,388,600 grant and retain an estimated \$2,169,025 of new revenue.

Original Incentive Grant Proposal (5-year term)

<i>(Construction Completed by December 31, 2022)</i>		Time Period	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
		Calendar Year	2019	2020	2021	2022	2023
Total Capital Investment	Total planned amount of Expansion project		\$48,000,000	\$51,000,000	\$53,000,000	\$55,000,000	\$55,000,000
County Tax Rate	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate		\$318,000	\$337,875	\$351,125	\$364,375	\$364,375
Expansion Grant %	80% for 5 years. Paid in FY 2021 - 2025	80%	80%	80%	80%	80%	80%
Expansion Grant %	County Tax Revenue times Expansion Grant		\$254,400	\$270,300	\$280,900	\$291,500	\$291,500
County Net Revenue	County Tax Revenue minus Expansion Grant		\$63,600	\$67,575	\$70,225	\$72,875	\$72,875

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Sum.
2024	2025	2026	2027	2028	
\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$3,557,625
\$0	\$0	\$0	\$0	\$0	\$1,388,600
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$2,169,025

Two weeks later, the Board also approved a \$100,000 equipment grant for 'Project Kodiak' utilizing the County's Economic Development Funds. Combined with the 'Level 2' incentive grant, the **original incentive package** for 'Project Kodiak' was **\$1,488,600**.

Updated Project

Since the grants were approved, the project parameters have changed. The Company is now expressing a willingness to **increase its job creation commitment** from 600 to **1,250 by the end of 2025**. The average salary for these positions is estimated to be \$28,388, with benefits. The estimated capital investment for 'Project Kodiak' is expected to remain at \$55 million dollars.

New Incentive Request

As a result of this substantial job commitment increase, the Company has requested that County consider additional incentives for 'Project Kodiak.'

This is a highly competitive project with locations in South Carolina and Georgia also under consideration. In order to strengthen Rowan County's chances toward securing this project, the Rowan EDC proposes that the Board of Commissioners consider extending the previously approved 'Level 2' incentive grant from 5 years to 10 years.

During the final five years, the Company would receive a grant equal to only 50% of the new taxes paid.

As illustrated in the chart below, by extending the grant to 10 years, Rowan County would still collect an estimated \$3,557,625, but the grant award would increase from \$1,388,600 to \$2,299,538. The amount that the County would retain over that 10-year period would decrease from \$2,169,025 to \$1,258,087.

Revised Incentive Grant Proposal (10-year term)

<i>(Construction Completed by December 31, 2022)</i>		Time Period	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
		Calendar Year	2019	2020	2021	2022	2023	2024
Total Capital Investment	Total planned amount of Expansion project		\$0	\$48,000,000	\$51,000,000	\$53,000,000	\$55,000,000	\$55,000,000
County Tax Rate	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate		\$0	\$318,000	\$337,875	\$351,125	\$364,375	\$364,375
Expansion Grant %	80% for 5 years. Paid in FY 2021 - 2025			80%	80%	80%	80%	80%
Expansion Grant %	County Tax Revenue times Expansion Grant		\$0	\$254,400	\$270,300	\$280,900	\$291,500	\$291,500
County Net Revenue	County Tax Revenue minus Expansion Grant		\$0	\$63,600	\$67,575	\$70,225	\$72,875	\$72,875

FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Sum.
2025	2026	2027	2028	2029	
\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$3,557,625
50%	50%	50%	50%	50%	
\$182,188	\$182,188	\$182,188	\$182,188	\$182,188	\$2,299,538
\$182,188	\$182,188	\$182,188	\$182,188	\$182,188	\$1,258,088

In addition to the revised incentive grant proposal, we ask that the Board consider increasing the equipment grant from \$100,000 to \$400,000. Combined with the 'Level 2' incentive grant, the **total incentive package** for 'Project Kodiak' from Rowan County would increase from \$1,488,600 to **\$2,699,538**.

Job Creation Goals & Incentive Agreements

In order to receive both grants, the Company would have to enter into an incentive agreement with the County requiring that they create and maintain minimum employment levels over a specified length of time.

Requirements – 'Level 2' Incentive Grant

Below is a proposed schedule of the jobs that the Company would be required to create and retain over the 10-year life of the 'Level 2' incentive grant:

<u>Year</u>	<u>Minimum Jobs</u>
2 to 3	750
4 to 5	1,000
6 to 10	1,250

The recommended early year job requirements are discounted to offset any risks from the startup phase of their operation.

Requirements – Equipment Cash Grant

This grant would be a one-time cash payment for trade-specific equipment purchases, moving costs and other related company expenses which would likely be paid during the early years of the project. The grant would be structured as a loan, which would be forgiven if the Company creates and maintains 750 jobs for a five-year period following the loan closing.

Other Potential Incentive Request

As previously discussed, the Trevey Site is not currently served by public sewer, which is required for this potential facility. Salisbury-Rowan Utilities (SRU) has studied the site and recommends running an approximately 16” gravity sewer line under Interstate 85 to serve the property. SRU estimates that extending sewer to the Trevey Site will cost \$1.5 million dollars. This extension would also bring public sewer closer to the Carlton Site, which is approximately 1,500 feet east of the Trevey Site.

The State of North Carolina has recommended up to \$1.5 million dollars in Community Development Block Grant (CDBG) funds to help pay for a sewer extension to the site. Although these funds will likely be approved at the next meeting of the State’s Rural Infrastructure Board on April 18th, Rowan County would still need to formally apply for the grant. There is no need to submit the CDBG application until after a location decision is made by Project Kodiak and announced by the State of North Carolina.

The CDBG program requires a 25% local match for its grant awards. It is our understanding that, for most large impact economic development projects, standard local incentives such as the ‘Level 2’ incentive grant and the equipment grant can be used to satisfy the local match requirement. This will not be determined until the previously mentioned April 18th meeting of the Rural Infrastructure Board. If the Board decides that the ‘Level 2’ incentive grant and the equipment grant cannot be used to satisfy the 25% local match, then the County would need to supply an additional \$375,000 for the CDBG grant.

Closing

The Company is very appreciative of the County's support and enthusiasm for this project. While approval of these additional incentives does not guarantee that 'Project Kodiak' will choose our community, the Rowan EDC feels confident that it will greatly strengthen our position.

If Project Kodiak were to select Rowan County, our community would have the signature outside recruitment win that all of us have all been working and waiting for over the past few years. In addition to the creation of 1,250 new jobs by the Company, Project Kodiak would create an additional 4,480 indirect and induced jobs according to the Economic Policy Institute.

I look forward to discussing this project with you in greater detail at your April 1st meeting. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,



Scott Shelton
Vice President

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and "Project Kodiak" and its wholly owned subsidiary, _____, (hereinafter jointly referred to as the "Company").

WITNESSETH

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

WHEREAS, the Company has determined that the property at 1215 Long Ferry Road, Salisbury, NC, also identified as Rowan County Tax Parcel 052 096, located at the intersection of Long Ferry Road and Interstate 85 (the "Property"), is a suitable location for its expansion and improvement; and

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

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

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$55 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

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

ARTICLE I
COUNTY INDUCEMENTS

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

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

2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2019, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2019. The annual result of this computation shall be defined as the “New Personal Property Value” for the applicable Property.

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

d) Grant Amount Determination. For the first five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 80% (0.80). For the final five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 50% (0.50).

3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. For the first five (5) years of the Agreement, payment of the Grant shall be equal to Eighty Percent (80%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant. For the final five (5) years of the Agreement, payment of the Grant shall be equal to Fifty Percent (50%) of the County property taxes

(excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.

- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 2020.
- 2) The Company shall receive the Grant for ten separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2021, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2022. If the Facility is not complete by January 1, 2021, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2021.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III EMPLOYMENT

- 1) The Company projects that it will create 1,250 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2025, the Company shall employ 1,250 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) During the final nine (9) Fiscal Years (FYs) of the Agreement that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 22-23	750
FY 23-24	750
FY 24-25	1,000
FY 25-26	1,000
FY 26-27	1,250
FY 27-28	1,250

FY 28-29	1,250
FY 29-30	1,250
FY 30-31	1,250

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2022, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCUI 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.
- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV

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

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

ARTICLE V
RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND
CONDITIONS

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

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

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

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS - COUNTY

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

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE VIII
GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

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

With Copy (which does not constitute notice to):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

To Company: Name and Contact Information

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

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

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

[Signature page follows]

DRAFT

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

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

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

Leslie Heidrick
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II
County Attorney

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

NORTH CAROLINA

ROWAN COUNTY

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of _____, 2019, by and between "PROJECT KODIAK" (hereinafter referred to as the "Borrower") and ROWAN COUNTY, a body politic of the State of North Carolina (hereinafter referred to as the "Lender"); who hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Lender herein has agreed to lend Borrower up to \$400,000.00 provided the Borrower complies with all terms and conditions specified in this Agreement.

WHEREAS, the money reimbursed by Lender to Borrower shall be secured by a UCC-1 Financing Statement in favor of the Lender against that certain business personal property owned by Borrower, located at what is commonly known as _____, Salisbury, North Carolina and more particularly described in Exhibit "A";

WHEREAS, Lender has provided loan support to or for the benefit of the Borrower in order to stimulate use of the Property and support economic development in the local geographic area; and

NOW, THEREFORE, for and in consideration of Lender obligating to lend Borrower, upon the terms and conditions herein set forth, the sum of \$400,000.00, the parties hereto do agree as follows:

1. **USE OF PROCEEDS**: The funds loaned (the "Funds") shall be reimbursed to Borrower solely for the purchase and relocation of Equipment or Trade Fixtures taxed as business personal property or for Borrower Improvements made to the building located on the Property, which parcel of land contains ____ acres of land and existing building(s) and which is more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter referred to as the "Property") or for such other purposes as the Lender and Borrower from time to time may agree in writing. "Equipment" as used herein refers to any trade specific equipment or trade fixtures located on the Property that are taxed as business personal property in Rowan County. "Improvements" as used herein refers to any customized alterations the Property that Borrower makes to the Property as Tenant that are not paid by Owner or Landlord and such provision for Tenant Improvements is included in a lease agreement between Borrower as Tenant and Owner as Landlord, in order to configure the space specifically for the needs of the Borrower.

Borrower shall proceed with purchase and relocation of Equipment and Improvements to the building, with work to commence no later than _____ of 20__, shall pursue such purchase and relocation of Equipment and Improvements to the building diligently thereafter, and have such work substantially completed no later than _____ of 20__. Said work shall be completed free from all liens or claims of lien or services, labor, materials and improvements and in material compliance with all applicable building restrictions, ordinances, restrictive covenants, building codes, zoning laws and other legal requirements. The anticipated total cost of all Equipment is \$_____, with a total investment in real property Improvements estimated at approximately \$_____ (which, when included with the costs of other related items and improvements, shall result in a cumulative investment by Borrower during the project of approximately \$55,000,000.00).

2. **JOB CREATION:** Borrower agrees to create ____ full-time jobs on or before _____, 20__.
3. **DISBURSEMENT:** Provided that the other requirements of this Section 3 are met, the Lender shall disburse reimbursements upon the request of (i) any officer, partner or manager of the Borrower or (ii) any person designated in writing by the Borrower. The Lender may require as a condition to the disbursement of any reimbursement the proper execution and delivery to the Lender of (i) such written forms requesting disbursement of reimbursements as the Lender may reasonably request, and (ii) such estoppel certificates and waivers as the Lender may reasonably request establishing that there are no claims, liens, or claims of lien of any kind against the loan proceeds or the Property. If any claim, lien, or claim of lien is asserted against the loan proceeds or the Property which is not satisfied or bonded to the Lender's satisfaction within 30 days, the Lender is authorized, in its discretion, to withhold the further disbursements of Funds and to reduce the total loan amount according to the sum then disbursed and outstanding. Ordinarily, the Lender will require at least ten (10) days' notice prior to disbursement of an advance. Unless the Borrower gives written instructions to the Lender to the contrary, the Lender is authorized, in its discretion, to disburse reimbursements directly to Borrower or deposit any advance to the account of the Borrower. The Lender may, in its discretion and for its sole benefit, withhold the disbursement of reimbursements until the corresponding Improvements are inspected and approved by the Lender (which approval shall not be unreasonably withheld, conditioned or delayed). The determination of the percentage or the amount of work completed shall rest solely in the Lender's judgment. The Borrower will accept all reimbursements made by the Lender up to the full amount of the loan.
4. **PAYMENT OF DISBURSEMENT:** Awards shall be disbursed directly to the Borrower, upon receipt of qualified invoices. It is the responsibility of the Borrower to submit any invoice(s) for payment.
5. **MAINTENANCE FREE OF LIENS:** The Borrower shall at all times maintain the property, the loan proceeds and any sums owed by the Borrower free and clear of any liens or claims of lien for labor, work performed, materials or improvements upon the property. If any such liens or claims of lien are asserted, and not released or bonded over within 30 days,

the Lender is hereby permitted and empowered, at its option, to pay or otherwise release said liens or claims of lien out of the then-available Funds. The Lender is expressly authorized to exhaust the then-remaining Funds in payment or release of such liens or claims of lien, and to pay or release such liens or claims of lien on a pro-rata basis if there are not sufficient funds in the control of the Lender to satisfy or release the liens or claims of lien in full. If the Lender so elects, it may contest the validity of any liens or claims of lien and pay from the loan proceeds the necessary cost of contesting the liens or claims of liens, including a reasonable sum for attorney fees. The Lender is specifically empowered, in its discretion, to withhold any further reimbursements of Funds upon the assertion of any lien or claim of lien (whether against the Property, the Funds, or any sums owed by the Borrower) which is not released or bonded over by or on behalf of Borrower within 30 days, until such time that the lien or claim of lien is released or bonded over.

6. **NO REPAYMENT UNDER CERTAIN CONDITIONS:** The loan of the Funds to Borrower shall be automatically and permanently forgiven, and no repayment of the said loan by the Borrower (whether principal or interest) will be required, if all terms and conditions of this Agreement are complied with by the Borrower and Borrower maintains the jobs promised to be created hereunder (or as otherwise permitted by Section 7(f) below) for a five (5) year period following the loan closing, which shall be determined based upon the date the Promissory Note (as hereinafter defined) is executed.
7. **REPAYMENT UPON VIOLATION OF CONDITIONS:** Upon violation of one or more of the terms and conditions of this Agreement, the Promissory Note or the Deed of Trust (collectively, the "Loan Documents"), and Borrower's failure to cure the same within thirty (30) days following receipt of written notice thereof from Lender, the Borrower agrees to repay to the Lender the following amounts:
 - a. One hundred percent (100%) of the Funds previously disbursed to Borrower if the violation occurs within the first year following the execution of the Promissory Note.
 - b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of the Promissory Note.
 - c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of the Promissory Note.
 - d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of the Promissory Note.
 - e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of the Promissory Note.
 - f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of the Promissory Note.

8. **PROMISSORY NOTE:** Borrower shall execute in favor of Lender a Promissory Note in form and substance reasonably required by Lender to evidence said Lender's loan of the Funds to Borrower (the "Promissory Note"). It is specifically agreed that Borrower and any and all other persons responsible for repayment of the indebtedness in whole or in part shall be bound by reimbursements made to Borrower.
9. **SECURITY:** Borrower shall allow filing of a UCC-1 Financing Statement by the Lender that demonstrates that the Lender has or may have an interest in the business personal property of the Borrower.
10. **TERMINATION:** This Agreement shall terminate at the expiration of the specified Term hereof unless sooner terminated by (1) Borrower's giving written notice of Borrower's desire to terminate together with payment in full of all outstanding principal due Lender under this Loan Agreement, if any; (2) Lender's giving thirty (30) days' written notice to Borrower of default of one or more of the terms, conditions, or requirements of the Loan Documents and the failure of Borrower to correct or cause to be corrected such default within said thirty (30) day period; or (3) at Lender's option if Borrower has suffered any Claim of Lien pursuant to Chapter 44A of the North Carolina General Statutes to be filed against Borrower and Borrower fails to have said lien discharged within thirty (30) days after demand by Lender upon Borrower.
11. **TAXES, ASSESSMENTS, AND INSURANCE:** Borrower, as a condition of this Agreement, will pay or cause to be paid when due all taxes allocable to and assessed against the Property and improvements constructed on the Property, assessments, levies and charges upon or against the improvements on the Property and will keep any and all improvements upon said Property insured against loss and damage by fire, tornado and windstorm and such other hazards as the Lender may require in amounts and with insurance companies satisfactory to Lender with loss payable clauses in favor of Lender as its interest might appear and in such form as Lender may reasonably require. Proceeds of any insurance policy or any part thereof, or proceeds or awards received from any condemnation, may be applied by Lender (to the extent of its interest) at its option to either the reduction of the indebtedness or to the restoration or repair of the property damage; provided, however, that if (i) no default exists under the Loan Documents, and (ii) in the event of a condemnation or taking, the same does not take, condemn or otherwise have a significant adverse affect on the structures or improvements located on the Property such that the Property cannot be used for its intended purpose, then Lender shall permit Borrower and/or Lessor to use said funds to repair and restore the Property to substantially the same condition as the Property was in prior to the casualty or condemnation, so long as such repairs meet applicable building codes and other legal requirements and are approved in advance by Lender, which approval shall not be unreasonably withheld, conditioned or delayed, and provided that the same are completed within 180 days following receipt of said insurance or condemnation proceeds (subject to events of force majeure). The Lender may pay charges against the Property; and in case of such payment, the amount so paid shall immediately become debts to the Lender from Borrower, and shall bear interest at 10% per annum or the highest rate permitted by law, whichever is less, and the payment of same shall be secured by the UCC-1 Financing Statement. The foregoing notwithstanding, Lender shall first give 30 days' notice to

Guarantor and Lessor to allow one or both to pay said charges unless any delay on account of such notice would result in prejudice to Lender.

12. **EXPENSES:** Borrower will pay all reasonable and customary expenses of title searches, lender's policies of title insurance, examination of title and drafting, perfecting and recording all papers and other incidentals. Borrower agrees that prior to any reimbursement of any money by any lender, Borrower will supply to Lender a properly executed Promissory Note and the UCC-1 Financing Statement, and such other and further collateral and documentation as the Lender may reasonably require, together with the necessary funds to accomplish the recordation of the same and a lender's policy or policies of title insurance insuring the UCC-Financing Statement, which shall be reasonably satisfactory to Lender, and evidence of the policy or policies of casualty insurance covering the Property as hereinbefore specified in this Loan Agreement.
13. **ACTION ON DEFAULT:** In the event of any default by Borrower in any agreement, covenant or condition contained in this Agreement, following the failure to cure such default on or before the expiration of the thirty day period following written notice required pursuant to Section 7 hereof, Lender may take possession of the Property, including all equipment, furniture, fixtures and appurtenances, as and to the extent permitted under (and subject however to the terms and conditions of) any First Deed of Trust and the UCC-1 Financing Statement contemplated herein. For such purposes, Lender may use any funds of Borrower at any time in the hands of the Lender by deposit or otherwise and any money reimbursed by Lender for such purposes shall be payable on demand and the payment shall be secured by the UCC-1 Financing Statement contemplated herein. Additionally, Lender shall have the right, upon any such default and the failure to cure such default on or before the expiration of the thirty days notice period required in Section 7 hereof, to have appointed a receiver to collect the rent and profits from the Property (to the extent set forth in, and subject to the terms and conditions of, any First Deed of Trust and the UCC-1 Financing Statement contemplated herein) without regard to the value of the said tract or the solvency of the person or persons liable for the payment of the amounts then owing and all amounts collected by said receiver shall be applied, after expenses of the receivership, and subject to the terms of any First Deed of Trust and the UCC-1 Financing Statement contemplated herein, to the payment of the indebtedness evidenced by the Promissory Note and UCC-1 Financing Statement contemplated herein; and provided further that Lender, at its option, shall have the right to do same without the appointment of a receiver. Nothing in this Section 13 shall be deemed to limit any of Lender's rights or remedies under the Note or UCC-1 Financing Statement contemplated herein except to the extent required by law so long as Lender complies with the notice requirements of Section 7 hereof..
14. **CONDITION PRECEDENT:** The parties hereto do agree the property may be subject to a First Deed of Trust and that there are no conditions precedent to this Agreement other than as herein stated and that the full terms, conditions and covenants contained herein, together with the terms and conditions of the Promissory Note and UCC-1 Financing Statement, shall bind, and the benefits and powers shall inure, to the respective successors and permitted assigns of the parties hereto. Whenever used herein, the singular number shall include the plural and the plural the singular, unless otherwise specified and the term "Lender" shall include any payee

of the indebtedness hereby secured and any transferee, holder or assignee thereof, whether by operation of law or otherwise.

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original, but all of which together shall constitute one and the same instrument.

16. **MISCELLANEOUS:**

- (a) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

LENDER:

Rowan County
Attn: County Manager
133 West Innes Street (delivery)
Salisbury, NC 28144

With a copy to:

John W. Dees, II
County Attorney
133 West Innes Street
Salisbury, NC 28144

BORROWER:

With a copy to:

- (b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto.
- (c) Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Lender and Borrower. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of the parties hereto that any such person or entity, other than Lender and Borrower, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
- (e) The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- (f) The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in Superior Court in Rowan County, North Carolina. The parties hereby submit to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.
- (g) Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- (h) If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- (i) Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
- (j) Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
- (k) By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

[Remainder of page attention left blank; signature page follows].

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed and sealed in their respective names pursuant to the authority indicated.

PROJECT KODIAK, Borrower

BY: _____ (SEAL)

Name and Title

ROWAN COUNTY, Lender

BY: _____ (SEAL)

Chairman

ATTEST:

Carolyn Barger, Clerk to the Board

EXHIBIT A

SATISFACTION: The debt evidenced by
This Note has been satisfied in full
This the ____ day of _____, 20__.

Signed: _____

PROMISSORY NOTE

\$400,000.00 Salisbury, N.C.
March __, 2019

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to ROWAN COUNTY, a body politic and corporate of the State of North Carolina, or holder ("Lender"), the principal sum of FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00) DOLLARS, without interest on the unpaid balance until paid or until default, both principal and interest in lawful money of the United States of America, at the office of Rowan County Manager, 133 West Innes Street, Salisbury, North Carolina 28144 or at such place as the legal holder hereof may designate in writing. The principal amount shall be paid and disbursed to the undersigned Borrower in one or more disbursements, subject to and in accordance with that certain Loan Agreement between Lender and Borrower (the "Loan Agreement"), the terms of which are incorporated herein by this reference. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and shall be subject to the same terms and conditions contained herein or in the Loan Agreement.

This loan to Borrower shall be automatically and permanently forgiven and no repayment of this Note (whether principal, interest or otherwise) will be required, if all terms and conditions contained in the Loan Agreement are complied with by the undersigned and the undersigned maintains the jobs promised to be created under said Loan Agreement for a five (5) year period following the date hereof.

Upon violation of one or more of the terms and conditions of the Loan Agreement, following the expiration of any notice and cure period set forth therein, the undersigned agrees to repay to the Lender the following amounts:

- a. One hundred percent (100%) of the Funds (as defined in the Loan Agreement) previously disbursed to Borrower if the violation occurs within the first year following the execution of this Promissory Note.
- b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of this Promissory Note.
- c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of this Promissory Note.
- d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of this Promissory Note.
- e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of this Promissory Note.
- f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of this Promissory Note.

THIS IS AN INTEREST FREE LOAN.

If not sooner paid or if not forgiven as set out above, the entire remaining indebtedness shall be due and payable on the __ day of _____, 20__.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in the terms of Loan Agreement beyond any notice or cure period set forth therein, or (b) default under the terms of any instrument securing this Note beyond any notice or cure period set forth therein, then in either such event the holder may without further notice, declare the remainder of the principal sum, according to the Schedule above, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, and all other sums due under this Note and the Deed of Trust, if any shall bear interest at the rate of 8% per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same

may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holders rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney fees as provided by law, plus all other reasonable expenses incurred by the holder in exercising any of the holders rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given for money borrowed and is secured by a UCC Financing Statement.

{ Signature Page Follows }

.

IN TESTIMONY WHEREOF, the maker has hereunto set its hand and adopted as its the word "SEAL" appearing beside its signature, the day and year first above written.

PROJECT KODIAK

BY:

_____(SEAL)

Its: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: March 22, 2019
SUBJECT: Consider Approval of Building Elevation and Signage Details from Z 03-19 Decision

On March 18th, the Board conditionally approved Z 03-19 to rezone property at the corner of E NC 152 Hwy and Organ Church Rd in Rockwell for Dollar General. According to section 21-63(a) of the Zoning Ordinance, conditional district rezoning requests which are conditionally approved must present revised plans within 45 days of initial approval for consideration. This option provided the Board an opportunity to see detailed building elevations and signage plans as a condition of approval.

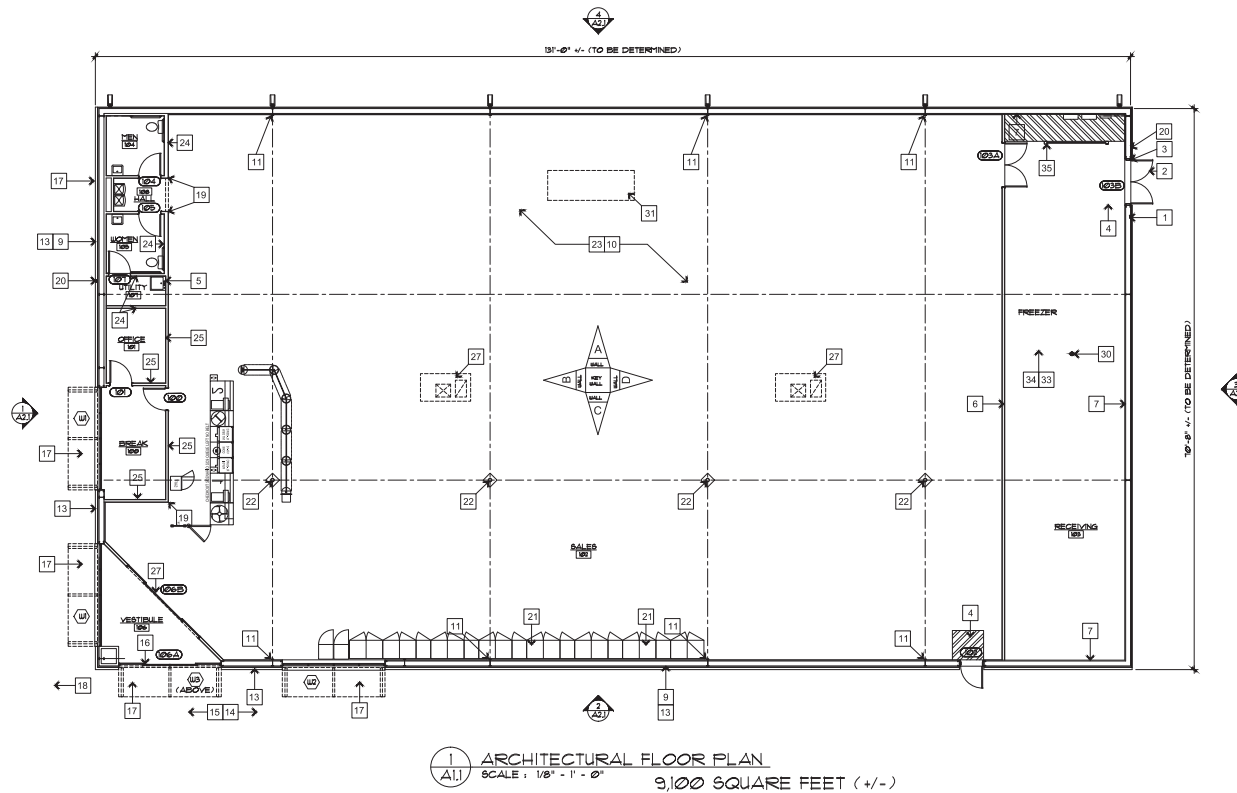
The applicant included the following details: 1. Architectural Floor Plan and Exterior Elevation Details (page 1 and 2 respectively on the attached Building Elevation Plan) and 2. A color image used for illustration only and for general color information. There are a few minor differences between the image and the plan (e.g. vertical brick vs cement board at building entrance and 1 less faux window on the right elevation). In all instances, the elevation plan will control.

3. Monument sign detailing an overall height of 6 foot including the base and a sign copy dimensioned at 32 sq.ft.

This does not require a public hearing or public comment. The Board is asked to vote to approve these plans as a continuation of the Z 03-19 decision and will become part of the conditions of approval.

ATTACHMENTS:

Description	Upload Date	Type
Building Elevation Plan	3/22/2019	Exhibit
Facade Image	3/22/2019	Exhibit
Monument Sign	3/22/2019	Exhibit
Approved Site Plan	3/22/2019	Exhibit



KEYED NOTES

- 1 RECEIVING DOOR BUZZER.
- 2 2" DOOR SLOPE.
- 3 WEATHERSTRIP AND LOW PROFILE THRESHOLD PROVIDED BY BASS SECURITY. REFER TO DOOR SCHEDULE.
- 4 STRIPE FLOOR FOR DESIGNATED EXPRESS PATH (PAINT YELLOW) AND DESIGNATED FIRE PANEL CLEARANCE (PAINT RED).
- 5 PROVIDE AND INSTALL A MIN. 10 GALLON WATER HEATER ON A SHELF ABOVE THE TOP SINK. REFER TO THE PLUMBING PLANS.
- 6 3 5/8" 20 GAUGE METAL STUDS (362062-33) AT 16" O.C. WITH 1/2" GYPSUM BOARD EACH SIDE AND BRIDGING AT 6'-0" O.C. TO BOTTOM OF ROOF DECK ABOVE WITH 1/2" GYPSUM BOARD EACH SIDE.
- 7 28 GAUGE METAL LINER PANELS TO 8'-0" AFF. BY METAL BUILDING MANUFACTURER.
- 8 NOT USED.
- 9 EXTERIOR METAL WALL PANELS BY THE METAL BUILDING MANUFACTURER AS BACK-UP FOR BRICK AND SIDING.
- 10 4" THICK CONCRETE SLAB WITH 6" x 6" x 14" WELDED WIRE MESH REINFORCEMENT OVER 10 MIL POLYETHYLENE VAPOR BARRIER OVER COMPACTED EARTH. SEE STRUCTURAL PLANS.
- 11 METAL BUILDING FRAME COLUMN. REFER TO DETAIL 3 THIS SHEET AND WALL SECTIONS FOR ADDITIONAL INFORMATION.
- 12 28 GAUGE METAL LINER PANELS TO BOTTOM OF ROOF DECK ABOVE WITH 1/2" GYPSUM BOARD TO 10'-0" AFF. SEE INTERIOR ELEVATIONS SHEET A&J.
- 13 4" NOMINAL BRICK VENEER UNANCOATED AND/OR PAINTED FIBER CEMENT BOARD SIDING ABOVE ON METAL WALL PANELS AND STEEL WALL GIRTS PROVIDED BY THE METAL BUILDING MANUFACTURER.
- 14 SLOPE CONCRETE 1/8" PER FOOT AWAY FROM BUILDING.
- 15 BROOM FINISH TYPICAL AT THE CONCRETE SIDEWALK.
- 16 BRONZE AUTOMATIC OPENING DOOR STOREFRONT SYSTEM WITH IMPACT RESISTANT GLAZING. SEE DOOR SCHEDULE FOR SIZE. METAL PANELS SHALL EXTEND ABOVE AS REQUIRED AT THE INTERIOR AND EXTERIOR OF THE WALL.
- 17 LINE OFF ROOF RAMP / CANOPY ABOVE.
- 18 ADA-COMPLIANT ACCESSIBLE RAMP WITH YELLOW PAINTED SIDING TO ACCESSIBLE PARKING SPACES. SEE CIVIL DRAWINGS.
- 19 MC CUE CART AND BUMPER GUARDS. INSTALL TOP AT 3'-5" AFF. ORDER TEST KIT FOR THIS PROTOTYPE.
- 20 WALL HYDRANT. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- 21 REFRIGERATION BY DOLLAR GENERAL.
- 22 INTERIOR ROUND (SQUARE IS NOT ACCEPTABLE) STEEL COLUMN RECESSED UNDER CONCRETE SLAB. PROVIDE 16" x 16" KNOCKOUTS IN THE SLAB FOR THE COLUMN INSTALLATION. SEE THE STRUCTURAL DRAWINGS. STAIN THE KNOCKOUT AREA BLACK. WEAR BOTTOM 4'-0" OF COLUMN WITH BLACK TIGHT LOOP CARPET. PAINT REMAINDER OF STEEL COLUMN SURFACES PURE WHITE.
- 23 CONTROL JOINTS SHALL BE LOCATED ALONG COLUMN LINES AND MID POINT BETWEEN COLUMN LINES. SEE THE STRUCTURAL DRAWINGS.
- 24 3 5/8" 20 GAUGE METAL STUDS (362062-33) AT 16" O.C. WITH 1/2" GYPSUM BOARD EACH SIDE. PROVIDE 6" METAL STUDS FOR PLUMBING WASTE PIPING. EXTEND WALL TO THE BOTTOM OF THE ROOF DECK ABOVE.
- 25 3 5/8" 20 GAUGE METAL STUDS (362062-33) AT 16" O.C. WITH 1/2" GYPSUM BOARD TO 10'-0" AFF. WITH PAINTED ALUMINUM CAP.
- 26 ROOF MOUNTED HVAC UNIT ABOVE. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 27 BRONZE AUTOMATIC OPENING DOOR STOREFRONT SYSTEM. SEE DOOR SCHEDULE FOR SIZE. CONTINUE METAL STUDS AND GYPSUM BOARD ABOVE DOOR TO ROOF DECK AT INTERIOR SALES AREA DOOR.
- 28 NOT USED.
- 29 NOT USED.
- 30 NOT USED.
- 31 NOT USED.
- 32 NOT USED.
- 33 NOT USED.
- 34 NOT USED.
- 35 MC CUE RAILING IN FRONT OF ELECTRICAL PANELS. 8'-0" LONG WITH TOP TWO RAILINGS AND NO MIDDLE POST. END CAP COOLER/FREEZER TO BE HARDWARED THROUGH WHITE SO CORD WITH DUPLEX AT END. GC TO LEAVE BOTTOM HANGING AT 60" AFF. (SEE ELECTRICAL) CORD ANCHORED TO FURLING ABOVE. COORDINATE LOCATION WITH FINAL DOLLAR GENERAL FUTURE PLAN.
- 37 KIOBK COOLER TO BE HARDWARED THROUGH WHITE SO CORD WITH GLUID AT END. GC TO LEAVE BOTTOM HANGING AT 48" AFF. (SEE ELECTRICAL) CORD ANCHORED TO FURLING ABOVE. COORDINATE LOCATION WITH FINAL DOLLAR GENERAL FUTURE PLAN.
- 38 POWER POLE. COORDINATE FINAL LOCATION WITH THE ELECTRICAL DRAWINGS AND DG FUTURE PLAN.

Craig A. Otto
ARCHITECT, INC.
DESIGN • PLANNING • ARCHITECTURE

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Lexington, South Carolina 29072
Phone (803) 967-9004
Fax (803) 967-9000

No.	Revisions	Date

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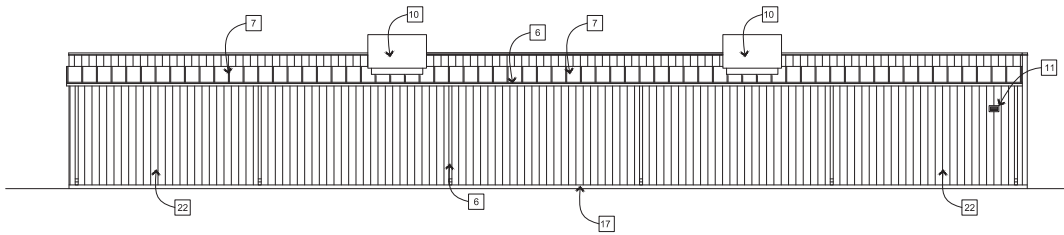
Project Title **DOLLAR GENERAL #20632**
NC HIGHWAY 152, ROCKWELL, NC

Drawing Title **ARCHITECTURAL FLOOR PLAN**

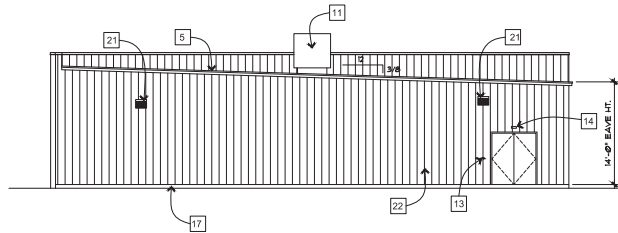
Consultant

Seal Date **MARCH 21, 2019**
Drawn By **OTTO**
Drawing No.

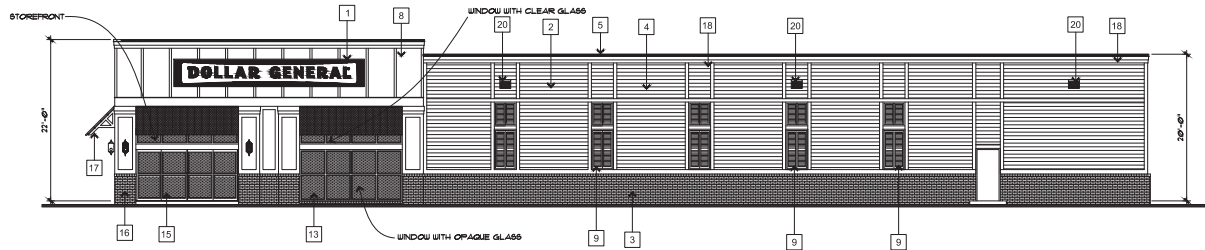
A1.1



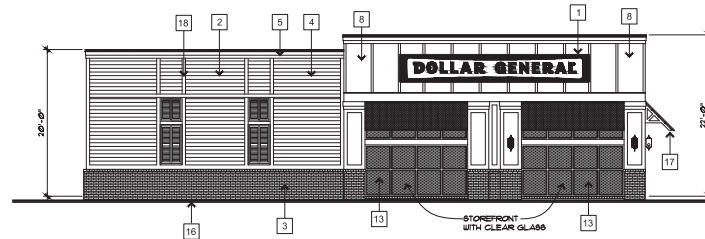
4 LEFT ELEVATION
SCALE: 1/8" = 1' - 0"



3 REAR ELEVATION
SCALE: 1/8" = 1' - 0"



2 RIGHT ELEVATION
SCALE: 1/8" = 1' - 0"



1 FRONT ELEVATION
SCALE: 1/8" = 1' - 0"

KEYED NOTES

- 1 SIGN FURNISHED AND INSTALLED BY DOLLAR GENERAL. CORNER WITH CIRCUIT AS NOTED ON ELECTRICAL PLAN. SIGN SHALL BE CENTERED ON FRONT OF BUILDING. CONTRACTOR SHALL PROVIDE ADEQUATE BLOCKING AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1400 POUNDS. SIGN SHALL BE SUPPORTED BY THE FACE OF THE BUILDING.
- 2 RIBBED METAL WALL PANELS PROVIDED BY THE METAL BUILDING MANUFACTURER AROUND THE ENTIRE BUILDING FOR BACKUP FOR THE BRICK VENEER MANSOET AND FIBER CEMENT SIDING AND TRIM SYSTEM.
- 3 BRICK VENEER: 4" NOMINAL BRICK VENEER INSTALLED ON METAL WALL PANELS PROVIDED BY THE METAL BUILDING MANUFACTURER WITH ADJUSTABLE TYPE MASONRY ANCHORS INSTALLED VERTICALLY AT WALL CORNERS AND 8' O.C. HORIZONTALLY. BRICK SHALL BE HANSON CAROLINA COLLECTION OLD SAVANNAH WITH LAFARGE SANTAN MORTAR.
- 4 PAINTED FIBER CEMENT BOARD HORIZONTAL SIDING. PROVIDE 1/4" CEMENT BOARD LUMP SIDING WITH A 6" EXPOSURE. PAINT BU 6/01 NOMADIC DESERT.
- 5 METAL TRIM AND CORING. PROVIDE METAL TRIM ITEMS IN BURNISHED SLATE / BRONZE FACTORY FINISH BY THE METAL BUILDING MANUFACTURER.
- 6 GUTTERS AND DOWNSPOUTS. GUTTER AND DOWNSPOUTS IN LIGHT STONE FACTORY FINISH BY METAL BUILDING MANUFACTURER. ALL DOWNSPOUTS DISCHARGING IN NON-PAVED AREAS SHALL HAVE MINIMUM 8 FOOT LONG PERFORATED LANDSCAPE PIPE STRAPPED TO A 12' x 24' CONCRETE SPLASH BLOCK.
- 7 METAL ROOF PANELS. 24 GAUGE STANDING SEAM METAL ROOF WITH GALVALUME FINISH BY THE METAL BUILDING MANUFACTURER.
- 8 PAINTED FIBER CEMENT PANELS WITH 1 x 4 VERTICAL BATTENS AS SHOWN. EXPOSURE. PAINT PANELS AND ALL BATTENS BU 6/02 BISCUIT.
- 9 VINYL SHUTTER. SHUTTERS SHALL BE 14" WIDE x 62" TALL IN SETS OF FOUR. TOP SHUTTERS SHALL BE 14" WIDE x 29" TALL IN SETS OF FOUR. SHUTTERS FACTORY FINISHED BLACK.
- 10 HVAC UNIT MOUNTED ON ROOF WITH THE CORRECT ROOF CURB FOR A STANDING SEAM METAL ROOF. REFER TO THE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 11 VENT FOR BATHROOM EXHAUST PAINTED TO MATCH THE SIDING. REFER TO MECHANICAL DRAWINGS.
- 12 DOOR BUZZER. REFER TO ELECTRICAL DRAWING FOR ADDITIONAL INFORMATION.
- 13 STOREFRONT WINDOWS. SEE WINDOW SCHEDULE SHEET A6.1.
- 14 OUTSIDE AIR TEMPERATURE SENSOR MOUNTED OVER RECEIVING DOORS AT 5'-0" AFF.
- 15 BRONZE AUTOMATIC OPENING DOOR STOREFRONT SYSTEM WITH IMPACT RESISTANT GLAZING. SEE DOOR SCHEDULE FOR SIZE.
- 16 FINISH GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR LEVEL AT ALL NON-PAVED AREAS.
- 17 PROVIDE PORCH ROOF STRUCTURE AS INDICATED. METAL BUILDING MANUFACTURER SHALL PROVIDE BURNISHED SLATE / BRONZE SCREW DOWN METAL ROOF PANELS. TREATED WOOD BRACKETS SHALL BE PAINTED BU 6/02 BISCUIT.
- 18 PAINTED TRIM BOARDS IN TREATED WOOD MATERIAL OR FIBER CEMENT BOARD (CONTRACTOR'S OPTION). TRIM INCLUDES HORIZONTAL AND VERTICAL TRIM, DRIP CAP, AND SHUTTER FRAME. PAINT ALL TRIM SHERWIN WILLIAMS BU 6/02 BISCUIT.
- 19 1/2" DIAMETER x 6" LONG STAINLESS STEEL EYEBOLTS (CLOSED) WITH 1" DIAMETER OPENINGS. DRILL AND EPOXY INTO WALL. FOUR (4) BOLTS SHALL BE INSTALLED EACH SIDE OF FRONT WALL WHERE INDICATED (A TOTAL OF 8 BOLTS).
- 20 WALL PACK 16'-6" AFF TO TOP OF WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 21 WALL PACK 17'-0" AFF TO TOP OF WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 22 EXTERIOR METAL WALL PANELS BY THE METAL BUILDING MANUFACTURER. PROVIDE TAPPER RESISTANT FASTENERS AT BOTTOM 8'-0" OF THE WALL.

Craig A. Otto
ARCHITECT, INC.
DESIGN • PLANNING • ARCHITECTURE

5044 Augusta Road
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No.	Revisions	Date

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Project Title **DOLLAR GENERAL #20632**
NC HIGHWAY 152, ROCKWELL, NC

Drawing Title **EXTERIOR ELEVATIONS**

Consultant

Seal
Date **MARCH 21, 2019**
Drawn BY **OTTO**
Drawing No.

A2.1

Dollar General



NC Highway 152, Rowan County, Rockwell, North Carolina



DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings.

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Customer: Dollar General

Project No: 298765

Scale: 1/2"=1'-0"

Date: 8/6/13

Drawn By: RB

Location & Site No:

Description: M32@6' OAH

Revised:

Revised:

Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.

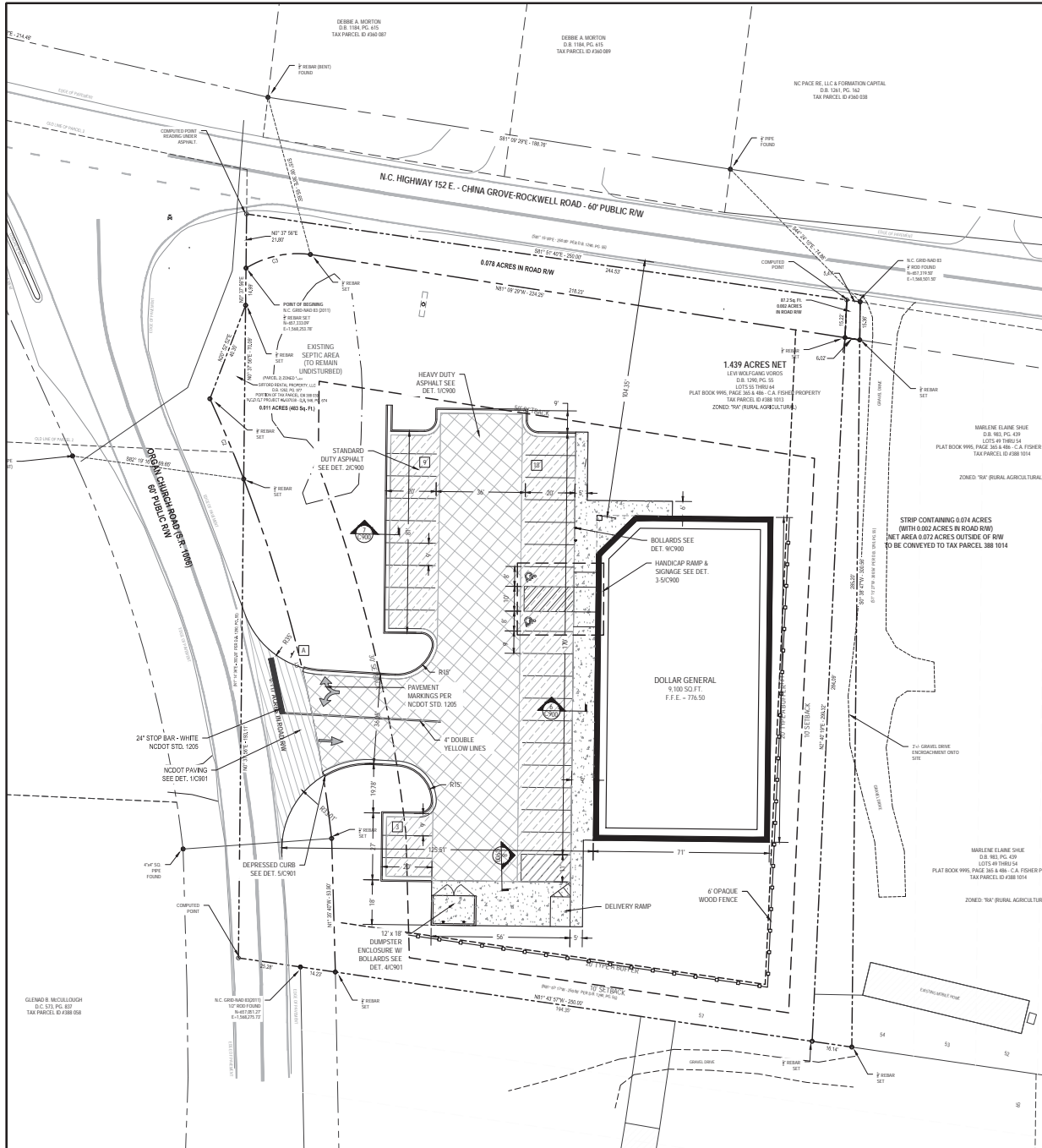
Please read carefully, check appropriate box and fax back to Everbrite:

☐ Sketch OK as is

☐ New sketch required

SIGNATURE

DATE

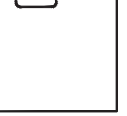
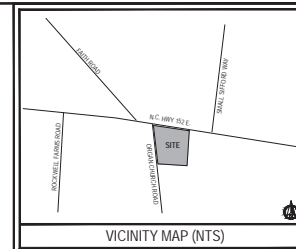


LEGEND	
---	PROPERTY LINE
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	SETBACK
---	OVERHEAD ELECTRIC
---	EX. SANITARY SEWER
---	GAS
---	EX. NATURAL GAS
---	EX. FIBER OPTICS
---	NCDOT PAVING
---	STANDARD DUTY ASPHALT
---	HEAVY DUTY ASPHALT

- GENERAL NOTES
- CONTRACTOR IS TO VERIFY ALL UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
 - ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
 - ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - EXISTING UTILITIES ON SITE SHALL BE RELOCATED AS REQUIRED. CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH RELOCATION.
 - CONTRACTORS ARE TO FULLY ACCOUNT THEMSELVES WITH ALL UTILITIES WITHIN THE CITY AND STATE ROW AND WITHIN THE PROPERTY BOUNDARIES WHICH WILL REQUIRE RELOCATION. ALL COSTS ASSOCIATED WITH RELOCATION SHALL BE INCLUDED IN THE BASE BID.
 - ALL WORK PERFORMED WITHIN NCDOT ROW SHALL BE PER NCDOT SPECS AND SHALL BE INSPECTED FOR COMPLIANCE BY STATE INSPECTORS AT THEIR DISCRETION.
 - ALL OFF-SITE FILL MUST COME FROM AN APPROVED SITE. CONTRACTOR IS RESPONSIBLE FOR PERMITTING BORROW SITE.

- PARKING AND PAVEMENT NOTES
- ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC DEVICES, 2012 EDITION AS AMENDED.
 - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WHITE ON ASPHALT IN NCDOT ROW.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS INDICATED OTHERWISE.
 - ALL CURB RADI ARE 9' UNLESS OTHERWISE INDICATED.
 - CONTRACTOR SHALL FURNISH AND INSTALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS.
 - CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES WITH OTHER CONTRACTORS ON SITE.
 - JOINTS OR SCORE MARKS ARE TO BE SHARP AND CLEAR WITHOUT SHOWING EDGES OF JOINTING TOOLS.
 - CONTRACTOR SHALL SAW-CUT THE IRS AT EXISTING CURBS AS NECESSARY TO INSURE SMOOTH TRANSITIONS. CONTRACTOR SHALL SAW-CUT AND TRANSITION TO MEET EXISTING PAVEMENT AS NECESSARY AND AS DIRECTED BY INSPECTOR TO INSURE POSITIVE DRAINAGE (TYPICAL AT ALL INTERSECTIONS).
 - CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AGC OF AMERICA, INC. AND THE HEALTH AND SAFETY REGULATIONS FOR CONSTRUCTION ISSUED BY THE US DEPARTMENT OF LABOR.
 - CONTRACTOR SHALL FULLY COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
 - ALL EXISTING ON-SITE STRUCTURES SHALL BE REMOVED PER LOCAL CODES AND DISPOSED OF OFF-SITE, INCLUDING ALL ATTACHED UTILITIES AND APPURTENANCES. ANY AND ALL WELLS ON SITE SHALL BE IDENTIFIED TO THE ENGINEER BEFORE CONSTRUCTION AND CAPPED PER HIS INSTRUCTIONS.
 - ALL AREAS NOT IDENTIFIED AS STANDARD DUTY PAVING SHALL BE CONSTRUCTED AS HEAVY DUTY PAVING (SEE DETAILS FOR STANDARD AND HEAVY DUTY PAVING REQUIREMENTS).
 - ALL SIGNS, WHETHER FREE-STANDING OR ATTACHED REQUIRE SEPARATE APPLICATION FOR EACH INDIVIDUAL SIGN. ALL SIGNS SHALL MEET LOCAL REQUIREMENTS. A SIGN PERMIT IS REQUIRED PRIOR TO INSTALLATION OF ANY SIGN.

- DOLLAR GENERAL PAVEMENT NOTES
- DETAILS ARE DOLLAR GENERAL STANDARD REQUIREMENTS AND MAY INCREASE OR DECREASE WITH VARIOUS SOIL CONDITIONS. A GEO-TECHNICAL INVESTIGATION WITH PAVEMENT DESIGN RECOMMENDATIONS SHALL BE COMPLETED FOR EACH DEVELOPMENT. THE FOLLOWING DETAILS ARE MINIMUM DOLLAR GENERAL REQUIREMENTS. INCREASED RECOMMENDATIONS ARE TO BE USED.
 - THE SUBGRADE MATERIALS SHALL BE PROOF ROLLED AND/OR SCARIFIED AND COMPACTED PRIOR TO PLACEMENT OF BASE MATERIAL. WHERE EXISTING SUBGRADE MATERIALS ARE UNSUITABLE, THEY SHALL BE REMOVED AND REPLACED WITH COMPACTED SELECT MATERIAL IN ACCORDANCE WITH GEO-TECHNICAL RECOMMENDATIONS.
 - HEAVY DUTY CONCRETE PAVEMENT AND STANDARD DUTY CONCRETE PAVEMENT AS RECOMMENDED BY GEO-TECHNICAL REPORT OR DOLLAR GENERAL MINIMUMS SHALL BE STEEL REINFORCED REINFORCEMENT TYPE SHALL BE PRIOR APPROVED BY DOLLAR GENERAL.
 - CONCRETE PAVEMENT PLAN SHALL BE PROVIDED TO DOLLAR GENERAL FOR PRIOR APPROVAL. ALL JOINTS MUST BE SEALED WITH AN APPROVED SEALANT. STEEL REINFORCING SHALL BE USED AT JOINTS. REFER TO AC 308R (GUIDE FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS) FOR JOINT DESIGN AND LAYOUT.



SITE PLAN

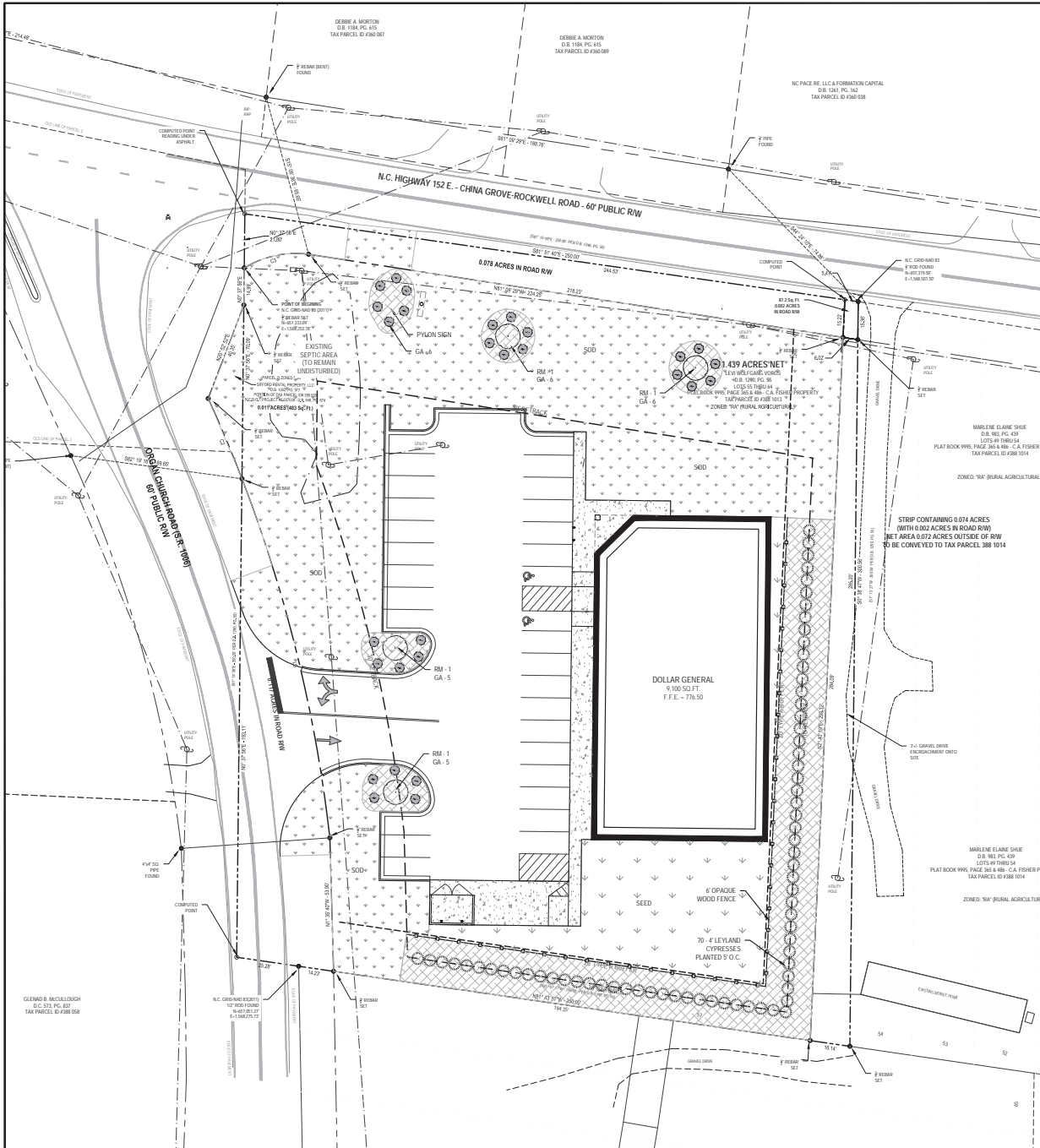
PREPARED FOR:
TERAMORE DEVELOPMENT, LLC
PO BOX 6460
THOMASVILLE, GA 31758

DATE:	REVISIONS:

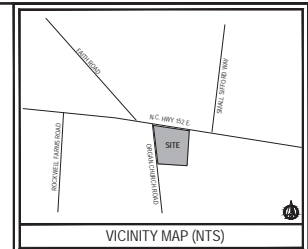


STRIPING LEGEND	
YELLOW CURBING AND BOLLARDS PARKING LOT	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST. 2" COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALLOY ENAMEL SAFETY YELLOW BSSV300.
STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT YELLOW TMS495
HANDICAP STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT "H.C." BLUE

PROJECT NO.	2F300
DATE	03/06/2019
PROJECT NAME	TERAMORE DEVELOPMENT
PROJECT NO.	016002019
DESIGNED BY	J. CHURCH
CHECKED BY	J. CHURCH
SCALE	1" = 20' (H) 0'
SHEET	C100



- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SETBACK
 - OVERHEAD ELECTRIC
 - EX. SANITARY SEWER
 - EX. NATURAL GAS
 - EX. FIBER OPTICS



LANDSCAPE PLANTING LEGEND					
SYMBOL	LABEL	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE AT PLANTING
	GA	4	<i>Abelia x grandiflora</i>	GLOSSY ABELIA	18" HEIGHT
	RM	5	<i>Acer rubrum</i>	RED MAPLE	1-1/2" CALIPER@ HEIGHT/BAB
	LC	70	<i>Cupressus x leylandii</i>	LEYLAND CYPRESS	2" CALIPER@ HEIGHT/BAB
				SEED	
				MULCH	

ENGINEERING & ARCHITECTURE
124 EXECUTIVE DRIVE - SUITE 220
WELLSBORO, NC 28689
336.844.4088
http://brec.pa.com

DOLLAR GENERAL
ROCKWELL, NC
STORE #20632

LANDSCAPE PLAN

PREPARED FOR:
TERAMORE DEVELOPMENT, LLC
PO BOX 6460
THOMASVILLE, GA 31758

DATE:	REVISIONS:

20 10 0 10 20 40

PROJECT NO:	2FV301
DATE:	03/26/2013
DESIGNER:	01/06/2013
CHECKED BY:	J. CHURCH
APPROVED BY:	J. CHURCH
SCALE:	1" = 20' (H) 0'
SHEET:	G100

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: April 1, 2019
SUBJECT: Consider Approval of SNIA 01-19

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Dardon Engineering to expand operations at the G2 Structures facility at 8955 W NC 152 Hwy. Mooresville. The following structures are proposed: two (2) 11,250 sq.ft. storage structures, two (2) 11,250 sq.ft. fabrication structures, and one (1) 30,000 sq.ft. trailer storage carport structure (i.e. roof with one side closed). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permitted up to 70% coverage. Since 1994, only 1 of 10 % has been removed from the watershed totals.

This request meets all standards for approval. Since this request does not require a public hearing or public comment, the Board could consider approval on either the consent or regular agenda.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/22/2019	Exhibit
Site Plan	3/22/2019	Exhibit
Survey	3/22/2019	Exhibit
Application	3/22/2019	Exhibit



Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: March 21, 2019
RE: **SNIA 01-19**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table **SNIA 01-19**

REQUEST Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Dardon Engineering to expand operations at the G2 Structures facility at 8955 W NC 152 Hwy. Mooresville. The following structures are proposed: two (2) 11,250 sq.ft. storage structures, two (2) 11,250 sq.ft. fabrication structures, and one (1) 30,000 sq.ft. trailer storage carport structure (i.e. roof with one side closed). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permitted up to 70% coverage. Since 1994, only 1 of 10 % has been removed from the watershed totals.

Applicant:	Dardon Engineering	Property Owner:	G2 Structures
Location:	8955 W NC 152 Hwy	Tax Parcel:	230-046
Zoning:	IND	Purpose:	Metal Fabrication
Watershed:	WS II BW (Coddle Creek)		

STAFF CALCULATIONS

- Total lot area (less r/w): **17.9 AC**
- Current building sq.ft.: **24,550 sq.ft.**
- Other improvements (current) [gravel / asphalt]: **107,700 sq.ft. or 2.47 AC**
- Current total coverage: **132,310 sq.ft. or 3.03 AC (16.9%)**

- Proposed structures: **75,000 sq.ft.**
- Proposed other improvements: **338,600 sq.ft. or 7.77 AC**
- Total coverage after development: **12.53 AC (70%)**
- Allowable coverage by right: **93,566 sq.ft. or 2.148 AC (12%)**
- Coddle Creek Watershed Acres: **11,885 AC**
- Acres approved for SNIA: **138 AC out of possible 1,188 acres**
- Percentage removed: **0.116%**

STAFF COMMENTS

This request meets all standards for approval.



Name: G2 STRUCTURES LLC

Name: G2 STRUCTURES LLC
Address: 8955 NC HWY 152 W
City/State/ZIP: MOORESVILLE, NC 28115
Phone/Email:

PIN #: 230 046
 /Page: 1180/827
 te/ZIP: MOORESVILLE/NC/28115
 diction: ROWAN COUNTY Zoning Group: IND
 etbacks: Front: 50' Side: 10' Back: 10'

The Property ☒ IS ☐ IS NOT located in a Watershed Overlay District
Watershed District: WS-II CODDLE CREEK Jurisdiction: ROWAN

The Property ☐ IS ☒ IS NOT located in a FEMA 100-year Floodplain
Acreage: 18.31 ACRES
Flood Panel Number: #4686

Building Height: 25' Use: S-1 STORAGE AND F-1 FABRICATIO
(SIC CODE 3441)

FOUR SEPARATE 75X150' STORAGE FACILITIES, WITH TWO RESTROOMS AND A 30,000 SQ. FT. TRAILER STORAGE AREA.

27 SPACES (16 SPACES
Req. Parking Spaces: 25 Proposed: PROP. AND 11 EX. SPACE
Calculation Method: 20 EMPLOYEES * (1 SPACES / EMPLOYEE) + 5
VEHICLES * (1 SPACE/ USED VEHICLE)= 25 SPACES

Existing Impervious: 3.03 AC Proposed: 9.50 AC Total Area Usable: 17.90 AC
Percent Impervious: 70.00% Classification: HIGH DENSITY
Soil Class.: C

Disturbed Area: 15.00 AC Total Area: 18.32 AC
An Erosion Control Plan ☒ IS ☐ IS NOT required to be submitted for review

Number of Employee: 20 People
Hours: Monday - Friday 9:00 am - 6:00 pm

LIGHTING NOTES:

SHOULD PARKING LIGHTING BE INSTALLED, A PLAN LOCATING THE LIGHT POLES SHALL BE APPROVED BY THE ROWAN COUNTY.

MAX. POLE AND LIGHT HEIGHT IS 25 FEET.

ALL LIGHTING SHALL COMPLY WITH THE ROWAN COUNTY REQUIREMENTS

PAVEMENT NOTES:

EXISTING ASPHALT TO BE MILLED AND OVERLAYED TO
PROVIDE CLEAN CONNECTION INTO THE EXISTING ASPHALT.



UTILITY NOTES:

1. WATER TO BE FROM WELL
2. SEWER TO CONNECT TO EXISTING SEPTIC FIELD

PRELIMINARY
NOT FOR CONSTRUCTION

APPROVED FOR CONTRACT

<u>OWNER</u>	<u>DATE</u>
<u>OWNER</u>	<u>DATE</u>
<u>OWNER</u>	<u>DATE</u>

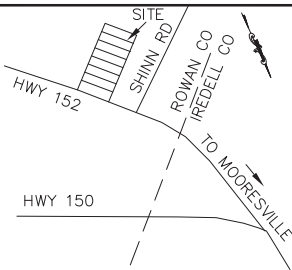
[illegible]

G2 STRUCTURES BUILDING ADDITION

G2 STRUCTURES BUILDING,
 3955 HWY 152 W
 MOORESVILLE, N.C.

G2 STRUCTURES SITE PLAN

SCALE: AS NOTED



VICINITY MAP **** NO SCALE

LEGEND
 P.P. = POWER POLE
 □ = POWER TRANS.
 E.I.P. = EXISTING IRON FOUND
 I.P.S. = #4 REBAR SET
 R/W = RIGHT-OF-WAY
 ☆ = LP = LIGHT POLE
 PDE = PUBLIC DRAINAGE EASEMENT
 CP = COMPUTED POINT

- NOTES
- 1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
 - 2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
 - 3) OVERHEAD POWER
 - 4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
 - 5) DEED REFERENCE: 1180/827
 - 6) TAX PARCEL: 230 046
 - 7) ADDRESS: 8955 NC HWY 152
 - 8) ZONED: IND

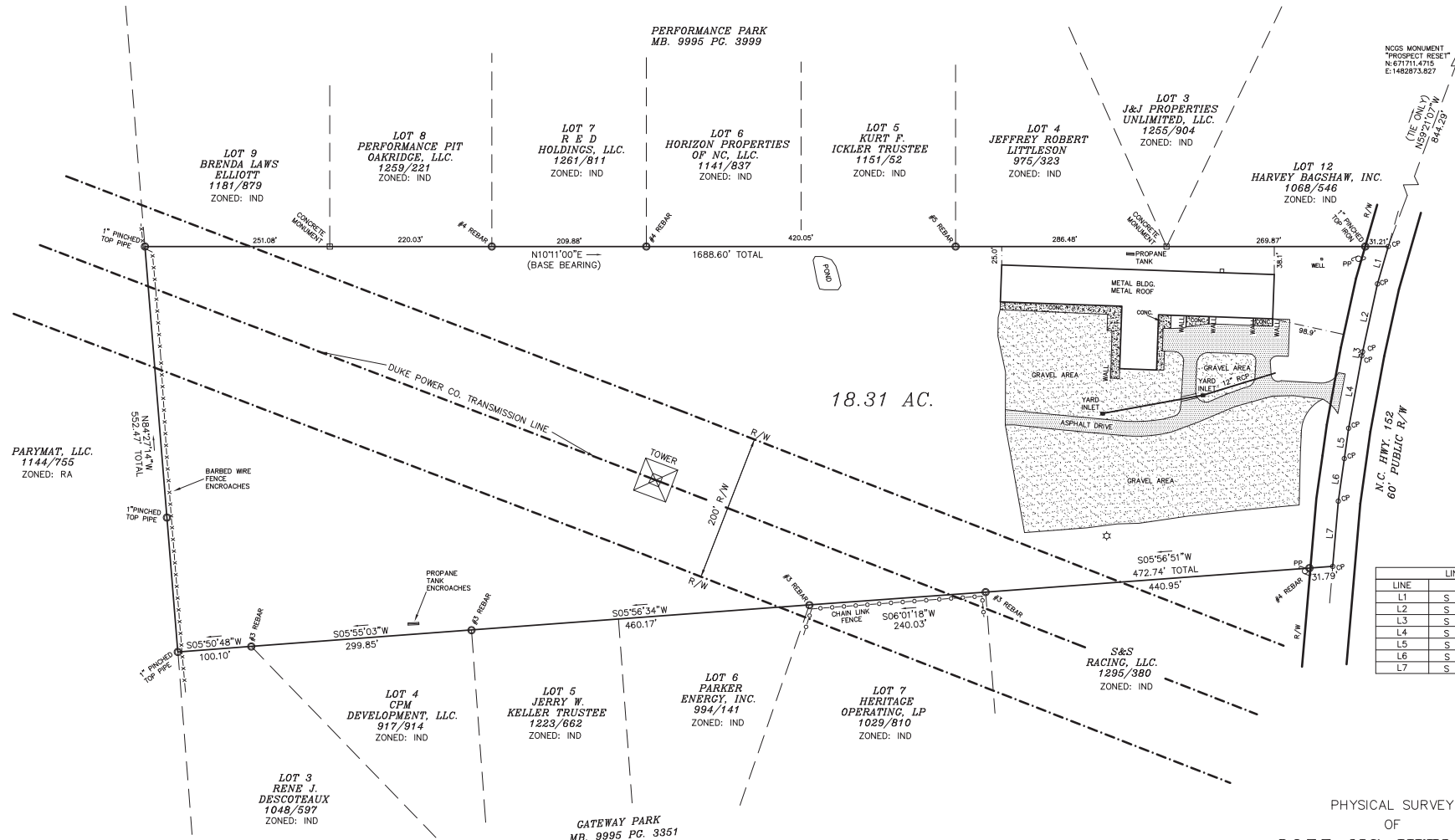
SURVEYORS CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000. (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____ PAGE _____) THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 2018.

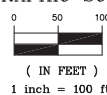
OFFICIAL SEAL PROFESSIONAL LAND SURVEYOR

REGISTRATION NUMBER



LINE	BEARING	LENGTH
L1	S 63°46'45" E	52.80'
L2	S 67°26'45" E	94.40'
L3	S 69°26'45" E	5.60'
L4	S 69°26'45" E	100.00'
L5	S 71°46'45" E	41.60'
L6	S 71°46'45" E	58.40'
L7	S 74°56'45" E	88.90'

GRAPHIC SCALE



PHYSICAL SURVEY
 OF

8955 NC HWY. 152

ATWELL TWSP., ROWAN CO., N.C.

SCALE: 1" = 100' DATE: JUNE 6, 2018

PURCHASER: NEW COVENANT PARTNERS VIII, LLC.

DAS

DON ALLEN & ASSOCIATES P.A.

"Since 1971"

Commercial * Residential * Mortgage Surveys * Multi-Family
 Construction * Staking * Subdivision Design * Topographical
 131 Crosslake Park Drive - Suite 102 * Mooresville, N.C. 28117
 (704) 664-7029 (704) 664-8041 Fax
 donallensurvey@gmail.com

FILE NAME: hwy 152 - 8955 -- 13529.dwg



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

Case # SNIA 01-19
Date Filed 03/21/19
Received By SAS
Amount Paid \$ 100.00 SNIA
\$ 200.00 Site plan
Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: NEW COVENANT PARTNERS
Signature: [Signature]
Phone: 209.534.9015 Email: LAWRENCE @ G2 STRUCTURES.COM
Address: 8955 NC HWY W
MOORESVILLE, NC 28115

APPLICANT / AGENT INFORMATION:

Name: Albert Schillinger (Dardon Engineering)
Signature: [Signature]
Phone: 704-230-1482 Email: albert@dardoneng.com
Address: 136 Ostwalt Amity Road, Suite A
Troutman, NC 28166

PROPERTY DETAILS:

Tax Parcel: 230046 Zoning District: IND
Location: 8955 Hwy 152 W, Mooresville, N.C
Size (sq. ft. or acres): 18.32 acres Watershed: WS-II
Current Land Use: Industrial

List the current or proposed use of the property and a general description of what will be constructed under this application:

This project includes the addition of Four (4) storage building and One (1) truck storage Carport. The use of the property will remain the same.

Will there be **land disturbing activity** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☒ No ☐

Structures: Existing 24,550 sq.ft. Proposed 75,000 sq.ft.

Other Impervious Coverage: Existing 107,700 sq.ft. Proposed 338,600 sq.ft.

Remaining Undeveloped Area: 234,055 sq.ft. 70.0 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☒

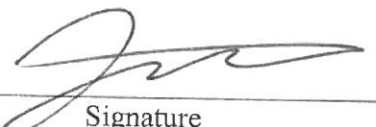
If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.


Attached: Yes ☒ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.


Signature

3/13/19
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners Meeting: 04/01/19 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Commissioner Judy Klusman
DATE: March 27, 2019
SUBJECT: Update On Rowan County Child Abuse Statistics and Approval of Proclamation for Child Abuse Prevention Month

Beth McKiethen, Executive Director of Prevent Child Abuse Rowan, will provide an update on Rowan County Child Abuse Statistics.

The Board is also asked to consider approval of the Proclamation for Child Abuse Prevention Month.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation For Child Abuse Prevention Month	3/27/2019	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



Rowan County Board of Commissioners

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

Proclamation for Child Abuse Prevention Month

WHEREAS, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; *and*

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; *and*

WHEREAS, approximately 127,404 children were reported abused and/or neglected in North Carolina in Fiscal Year 2017; *and*

WHEREAS, 51 children were victims of homicide due to abuse or neglect in North Carolina during the year 2016; *and*

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; *and*

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; *and*

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

THEREFORE, the Rowan County Commissioners, does hereby proclaim **April 2019** as **Child Abuse Prevention Month** in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

This the 1st day of April 2019.

Gregory C. Edds, Chairman
Rowan County Commission

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 22, 2019
SUBJECT: Budget Amendments

Please approve the attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	3/26/2019	Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Prepared by: Lisa Bevis
Date: 03/07/19
Reviewed:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Soil & Water Grant	R	1145010-434027	135	
Educational Project	E	1155010-583016	135	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # <u>09-273</u>	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>3/12/19</u>		Date: _____	Posted by: _____	
Signature: <u>P. Needick</u>		Signature: _____	Approved by: _____	

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only

CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: \$7,200.00

CENTER: 2710
ACCOUNT 536502
AMOUNT \$48,672.00

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

DSWC-District Matching and Technical Assistance Agreement -
Governmental

Amendment Number: 01-2019
Contract Number: 18-024-4112

This document amends the Contract bearing the effective date of July 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Rowan** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6000336**. The Congressional District Number is **8th and 13th**. The Grantee's DUNS number is **074494014**.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below.

1. **Section IV. DSWC Duties:**

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **\$55,872.00**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$55,872.00 in State funds.

The Grantee's matching requirement is **\$55,872.00**, which consists of:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$55,872.00
Other/Specify	\$

The total Contract amount is **\$111,744.00**.

Account Inquiry - Munis [Rowan County]

HOME

Accept Cancel Search Browse Query Builder Segment Find Add Update Global Duplicate Print Text file PDF Excel Word Email Schedule Attach Notes Notify Maplink Alerts

Confirm Search Actions Output Office Tools Detail Project Strings Months User Defined Fields Totals Return Menu

Account

Fund 1010 GEN FD Acct 1010-48-4860-5010-0000-0000-4-434027-

Org 1145010 S&W REV Acct name SOIL & WATER GRANT Account Notes

Object 434027 S&W GRANT Type Revenue Status Active

Project Rollup MultiYr Fund

4 Year Comparison	History				
Yr/Per 2019/09	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2020	
Original Budget	-24,201.00	-24,500.00	-24,500.00	.00	
Transfers In	.00	.00	.00	.00	
Transfers Out	.00	299.00	.00	.00	
Revised Budget	-24,201.00	-24,201.00	-24,500.00	.00	
Actual (Memo)	.00	-24,201.00	-24,380.99	.00	
Encumbrances	.00	.00	.00	.00	
Requisitions	.00			.00	
Available	-24,201.00	.00	-119.01	.00	
Percent used	.00	100.00	99.51	.00	

K < 1 of 5 > X

0 * *

5419 7,200 * *

5420 48,672 * *

002 55,872 * *

48,672 * *

2 * =

24,336 * *

24,336 * *

24,201 * -

002 5419 increase 135 * *

ROWAN COUNTY
DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL:

To fund budget accounts for new BlueCross Blue Shield PORT Implementation Grant

Prepared by: Karla Aldridge *CAD*

Date: 3/8/2019

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
PORT PRG BCBS GRANT	R	1145270-453099	45,121	
CONTRACTED SERVICES	E	1155270-533001	8,112	
MEDICAL SUPPLIES	E	1155270-561045	5,298	
PRINT	E	1155270-555000	889	
TRANSPORTATION BUS PASSES	E	1155270-583058	240	
TRAVEL	E	1155270-558000	654	
FOOD FOR MEETING	E	1155270-582009	300	
SALARIES-REGULAR	E	1155270-510005	20,632	
HEALTH INSURANCE	E	1155270-520005	4,500	
MEDICARE TAX	E	1155270-520010	299	
RETIREMENT	E	1155270-520015	1,515	
SOCIAL SECURITY TAX	E	1155270-520020	1,279	
WORKERS COMPENSATION	E	1155270-520025	784	
401 (K) CONTRIBUTION	E	1155270-520030	619	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: _____	Approved: _____	Budget Revision # _____
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>3-8-19</u>	Date: _____	Posted by: _____
Signature: <i>[Signature]</i>	Signature: _____	Approved by: _____

JCH

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: FUND 201 - FIRE DISTRICTS

EXPLANATION IN DETAIL:

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

Prepared by: JHOWDEN
Date: 3/14/2019

BUDGET INFORMATION:

		(3,000)		1,000
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
AD VALOREM TAX-CURRENT YR	R	2144340 - 411001	175,000	-
AD VALOREM TAX-NCVTS	R	2144340 - 411003	84,000	-
AD VALOREM-WRITE OFF COLL	R	2144340 - 411004	-	-
ABATEMENTS-CURRENT YEAR	CR	2144340 - 411010	2,000	-
TAX DISCOUNTS	CR	2144340 - 411015	-	1,000
INTEREST REVENUE ON TAXES	R	2144340 - 419010	9,000	-
FDT-ATWELL TOWNSHIP	E	2154340 - 586001	28,000	-
FDT-BOSTIAN HEIGHTS	E	2154340 - 586002	39,000	-
FDT-CLEVELAND	E	2154340 - 586003	30,000	-
FDT-EAST GOLD HILL	E	2154340 - 586004	5,000	-
FDT-EAST LANDIS	E	2154340 - 586005	2,000	-
FDT-EAST ROWAN	E	2154340 - 586006	1,000	-
FDT-ELLIS CROSS COUNTRY	E	2154340 - 586007	8,000	-
FDT-ENOCHVILLE	E	2154340 - 586008	17,000	-
FDT-FRANKLIN	E	2154340 - 586009	9,000	-
FDT-LIBERTY (WEST)	E	2154340 - 586010	11,000	-
FDT-LOCKE TOWNSHIP	E	2154340 - 586011	33,000	-
FDT-MILLER'S FERRY	E	2154340 - 586012	21,000	-
FDT-MOUNT MITCHELL	E	2154340 - 586013	4,000	-
FDT-POOLETOWN	E	2154340 - 586014	4,000	-
FDT-RICHFIELD/MISENHEIMER	E	2154340 - 586015	1,000	-
FDT-ROCKWELL RURAL	E	2154340 - 586016	23,000	-
FDT-ROWAN-IREDELL	E	2154340 - 586017	2,000	-
FDT-SCOTCH IRISH	E	2154340 - 586018	3,000	-
FDT-SOUTH ROWAN	E	2154340 - 586019	1,000	-
FDT-SOUTH SALISBURY	E	2154340 - 586020	7,000	-
FDT-UNION	E	2154340 - 586021	6,000	-
FDT-WEST ROWAN	E	2154340 - 586022	14,000	-
FDT-WOODLEAF	E	2154340 - 586023	-	-

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <input checked="" type="checkbox"/>	Approved: _____	Period - Journal # 09-416
Disapproved: _____	Disapproved: _____	Keyed By: JMH
Amended: _____	Amended: _____	Date Keyed: 3/14/2019
Date: 3/15/19	Date: _____	Posted By: _____
Signature: E. Heidrich	Signature: _____	Date Posted: _____

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 25, 2019
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

April Board Appointments

Upload Date

3/27/2019

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
April 1, 2019
COMMISSION MEETING

ELLIS CROSS COUNTRY VFD FIRE COMMISSIONERS

Steve N. Mock and James Hartman both applied for reappointment for a 2-year term that if approved, would be in effect from May 1, 2019 through April 30, 2021.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

Due to scheduling conflicts, the Clerk to the Board was notified that Nancy Brandt resigned from the HCCBG Advisory Committee, which also requires her resignation from the Region F Advisory Committee.

The Board is asked to accept Ms. Brandt's resignation.

LOCAL EMERGENCY PLANNING COMMITTEE

Paul E. Hollar was approved by the LEPC membership to serve on the Committee. Mr. Hollar is the Emergency Manager at the Hefner VA Medical Center. LEPC members have no term expiration dates.

LIBERTY VFD BOARD OF TRUSTEES

Lisa Trexler applied for reappointment and her term would be for 2 years, expiring December 31, 2020.

TOWN OF ROCKWELL PLANNING BOARD

Drew Shaver applied for a 3-year term as an ETJ member of the Rockwell Planning Board. The term would expire March 31, 2022.

SCOTCH-IRISH VFD FIRE COMMISSIONERS

Jason Boger and Robert Knox, Jr. both applied for reappointment and Mark Menius has applied as a new appointment.

All three (3) appointments are for 2-year terms that would expire March 31, 2021.

CURRENT AND UPCOMING VACANCIES

Adult Care Home Advisory Committee	At Large	12
Board of Public Health	Optometrist	1
Board of Public Health	Veterinarian	1
Board of Public Health	Pharmacist	1
Cardinal Innovations Healthcare Solutions	Family Member	1
Cleveland Community VFD Board of Trustees	At Large	1
Ellis VFD Fire Commissioners	At Large	1
Enochville VFD Board of Trustees	At Large	1
Historic Landmarks Commission	At Large	1
Industrial Facilities and Pollution Control Finance Authority	At Large	3
Juvenile Crime Prevention Council	Chief of Police	1
Juvenile Crime Prevention Council	Substance Abuse Professional	1
Juvenile Crime Prevention Council	Faith Community	1
Liberty VFD Board of Trustees	At Large	1
Nursing Home Advisory Committee	At Large	5
Woodleaf VFD Fire Commissioners	At Large	3
Zoning Board of Adjustment	At Large	1

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Wednesday, March 13, 2019 11:49 AM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

****THIS APPLICATION IS A PUBLIC RECORD AND MUST BE FULLY COMPLETED TO BE CONSIDERED****

If You Choose to Print & 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	Steve N. Mock
Date of Application	3/13/2019
Address	1749 Sells Road
City	Salisbury
State	NC
Zip Code	28144
Home Phone	704-636-9566
Business Phone	704-213-3052
Cell Phone	704-213-3052
Fax Number	Field not completed.
Email Address	stevemock@pcraftinc.com

Gender	Male
Education	Graduate / North Rowan High School
Current Employer	Self Employed
Occupation	Sales / Printcraft Company
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	Fire Commissioner Ellis Cross Country Fire Dept.
Business/Civic Experience and why you feel you are qualified for this appointment:	I am currently serving as chair on this board. We are working on some projects and would like to continue until they are completed.
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	<i>Field not completed.</i>
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	SNM

Email not displaying correctly? [View it in your browser.](#)

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Monday, March 11, 2019 5:48 PM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

****THIS APPLICATION IS A PUBLIC RECORD AND MUST BE FULLY COMPLETED TO BE CONSIDERED****

If You Choose to Print & 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	James Hartman
Date of Application	3/11/2019
Address	2285 7th St
City	Salisbury
State	North Carolina
Zip Code	28144
Home Phone	9805218701
Business Phone	Field not completed.
Cell Phone	Field not completed.
Fax Number	Field not completed.
Email Address	<u>Jhartman638@gmail.com</u>

Gender	Male
Education	<i>Field not completed.</i>
Current Employer	Country Club of Salisbury
Occupation	Mechanic
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	Fire Commissioner for Ellis district
Business/Civic Experience and why you feel you are qualified for this appointment:	I am currently serving as fire commissioner for the 2018/18 year and would like to continue. I have volunteered with 8th St ball park and previously served as Trustee chair at Mount Tabor Methodist Church.
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	<i>Field not completed.</i>
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	JPH

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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****

<u>Name:</u> Paul E Hollar	<u>Date:</u> 07/23/2018
<u>Address:</u> 1601 Brenner Ave	<u>Home Phone:</u> 970-570-0086
<u>City, State, Zip:</u> Salisbury, NC 28144	<u>County of Residence:</u> Rowan
<u>Email:</u> paul.hollar@va.gov	<u>Work Phone:</u> 704-638-9000 ext 15235
<u>Education:</u> Bachelors in Occupational Safety and Health Bachelors in Criminal Justice Administration Extensive training in Emergency Management	
<u>Current Employer:</u> Salisbury VA Medical Center	<u>Occupation:</u> Emergency management Specialist
<u>I am interested in the following Board / Commission:</u> Local Emergency Planning Committee	
<u>Recent Community Activities:</u> Recently moved to and accepted the position of Emergency Management Specialist for the VA Medical Center	
<u>Why do you feel you are qualified for this appointment:</u> As the Emergency Manager for the VA Medical Center, building relationships with local government, emergency response agencies, utilities, and non-governmental agencies is critical for the Medical Center's planning for emergencies and also allows the Medical Center to provide support to local agencies. From a personal experience perspective in my former position I was the County	

Emergency Manager for Montezuma County in Colorado. I'm a certified Emergency manager through the State of Colorado, I was the chairman of the County's LEPC, and vice chair of the Regional LEPC.

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: PEH

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Tuesday, March 12, 2019 1:05 PM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

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Salisbury, NC 28144
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Applicant Name	Lisa Trexler
Date of Application	3/12/2019
Address	170 St. Matthews Church Rd.
City	Salisbury
State	NC
Zip Code	28146
Home Phone	704-638-9789
Business Phone	Field not completed.
Cell Phone	704-433-0602
Fax Number	Field not completed.
Email Address	ltrexler59@gmail.com

Gender	Female
Education	University of North Carolina at Charlotte
Current Employer	<i>Field not completed.</i>
Occupation	<i>Field not completed.</i>
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	West Liberty VFD Board of Trustees
Business/Civic Experience and why you feel you are qualified for this appointment:	I have been a member of Liberty VFD since 1986 and have lived in the Liberty community my entire life.
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	<i>Field not completed.</i>
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	LMT

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Town of Rockwell

202 East Main Street
PO Box 506
Rockwell, NC 28138-0506

Phone: 704-279-2180
Fax: 704-279-0454
Email: clerk@rockwellnc.org

March 12, 2019

Rowan County
130 W. Innes Street
Salisbury, NC 28144

Reference: ETJ member for Town of Rockwell Planning Board

To Whom It May Concern:

At this time it is the wish of the Town Board of Aldermen that you will consider filling a vacant slot on the Town Planning Board with Mr. Drew Shaver. He resides at 640 Sides Rd., Salisbury. If appointed, his term would expire in March 31, 2022.

If you have any questions concerning this matter, please do not hesitate to give us a call. Thank you in advance for your consideration in this matter.

Sincerely,

Beauford Taylor

Beauford Taylor
Mayor



NORTH CAROLINA

Be an original.

ADVISORY BOARD APPLICATION

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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

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Applicant Name: DREW SHAVER Date of Application: 2 / 28 / 2019

Home Address: 640 SIDES ROAD SALISBURY, NC 28146
Street Address, City, Zip Code

Home Phone: _____ Business Phone: _____

Cell Phone: (704) 798-8486 Fax Number: _____

Email Address: DMSHAVER30@gmail.com Gender: Male ☒ Female ☐

Education: B.S. - NORTH CAROLINA STATE UNIVERSITY

Current Employer: POWLES STATION FUNERAL HOME Occupation: FUNERAL SERVICE LICENSEE

I am interested in the following Board/Commissions (If listing more than one board, please list in the priority of your interest: WILLING TO ASSIST WHERE NEEDED

Business/Civic Experience and why you feel you are qualified for this appointment:

RESIDE IN AND WORK IN THE COMMUNITY I'M WISHING TO
SERVE. VICE CHAIRMAN OF NORTH CAROLINA CREMATORY AUTHORITY THAT
RECOMMENDS RULES + REGULATIONS OF CREMATION TO NORTH CAROLINA BOARD
OF FUNERAL SERVICE

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: [Signature]

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Tuesday, March 05, 2019 1:18 PM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

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Salisbury, NC 28144
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Applicant Name	Jason Boger
Date of Application	3/6/2019
Address	2430 Needmore Rd
City	Woodleaf
State	NC
Zip Code	27054
Home Phone	Field not completed.
Business Phone	Field not completed.
Cell Phone	704-202-4343
Fax Number	Field not completed.
Email Address	jasonboger77@gmail.com

Gender	Male
Education	Field not completed.
Current Employer	Ingersoll Rand
Occupation	Field not completed.
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	Serving the community and fire department Scotch Irish YFD
Business/Civic Experience and why you feel you are qualified for this appointment:	I'm a Pastor at Northmont Baptist Church and have a financial understanding and knowledgeable of working with different people
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	Field not completed.
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	JB

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Barger, Carolyn M

From: noreply@civicplus.com
Sent: Monday, March 18, 2019 6:50 PM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

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Salisbury, NC 28144
Fax: 704-216-8195 **Phone:** 704-216-8180*

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Applicant Name	Robert Knox Jr.
Date of Application	3/18/2019
Address	5880 Needmore Rd
City	Cleveland
State	NC
Zip Code	27013
Home Phone	704-278-1636
Business Phone	Field not completed.
Cell Phone	704-634-4263
Fax Number	Field not completed.
Email Address	<u>pril27@bellsouth.net</u>

Gender	Male
Education	<i>Field not completed.</i>
Current Employer	<i>Field not completed.</i>
Occupation	<i>Field not completed.</i>
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	Scotch Irish Fire Department
Business/Civic Experience and why you feel you are qualified for this appointment:	27 years of experience with the Charlotte Fire Department
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	<i>Field not completed.</i>
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	RN

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Barger, Carolyn M

From: pril27 <pril27@bellsouth.net>
Sent: Tuesday, March 19, 2019 1:49 PM
To: Barger, Carolyn M
Subject: RE: Commissioner Question

Yes Mam that will be great! Thanks so much for your help!

On Tue, 3/19/19, Barger, Carolyn M <Carolyn.Barger@rowancountync.gov> wrote:

Subject: RE: Commissioner Question
To: "'pril27'" <pril27@bellsouth.net>
Date: Tuesday, March 19, 2019, 8:17 AM

April,

If you prefer, I can just print your email of explanation to attach to the application when it goes before the County Commissioners. Will you and Mr. Knox be okay with that instead of having to re-do the application?

Thank you,

Carolyn Barger, MMC, NCMCC
Clerk to the Board
Rowan County
Board of Commissioners
130 West Innes
Street
Salisbury, NC 28144
Phone: 704-216-8181
Fax: 704-216-8195
Email: carolyn.barger@rowancountync.gov

-----Original Message-----

From: pril27 [<mailto:pril27@bellsouth.net>]

Sent: Monday, March 18, 2019 6:55 PM
To: Barger, Carolyn M
Subject:
Commissioner Question

Carolyn,

The
application for Fire Commissioner for Robert Knox, Jr has been submitted but the initials
submitted where (RN) instead of (RK), does there need to be another application done or will
that be ok?

Thanks
April Johnson
Scotch Irish FD
Secretary

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Friday, March 22, 2019 3:54 PM
To: Barger, Carolyn M
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

ADVISORY BOARD APPLICATION

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Applicant Name	Mark Menius
Date of Application	3/22/2019
Address	5785 Foster Rd
City	Woodleaf
State	NC
Zip Code	27054
Home Phone	Field not completed.
Business Phone	Field not completed.
Cell Phone	704-798-4621
Fax Number	Field not completed.
Email Address	<u>markmenius@att.net</u>

Gender	Male
Education	<i>Field not completed.</i>
Current Employer	<i>Field not completed.</i>
Occupation	<i>Field not completed.</i>
I am interested in the following Board/Commissions (if listing more than one board, please list in the priority of your interest):	Scotch Irish Fire Department
Business/Civic Experience and why you feel you are qualified for this appointment:	Would like to help out the fire department and the community.
Do you reside within the boundaries of Rowan County:	Yes
Have you ever been convicted of a felony?	No
Explanation of Felony (if applicable)	<i>Field not completed.</i>
I have reviewed the information contained in this application, and by initialing below, certify the information is true and correct. Initials:	MM

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