



ROWAN COUNTY COMMISSION AGENDA
January 22, 2019 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: January 7, 2019

1 Consider Approval of Consent Agenda

- A. First Tennessee ATM Lease
- B. Grant Request for the Margaret C. Woodson Foundation - DSS and One Church One Child
- C. Tax Refunds for Approval
- D. Grant Request for the Robertson Foundation - DSS and One Church One Child
- E. Consider Acceptance of Surety Bond for Completion of Street in Lighthouse Landing Subdivision
- F. Resolution Endorsing New Projects in the CRMPO
- G. Request To Apply For The Margaret C. Woodson Foundation - Sheriff's Department
- H. Passport Photo Fee Waived Through Register of Deeds Office

- I. Statements of Qualifications for Professional Airport Engineering and Planning Services for the Mid-Carolina Regional Airport
 - J. Request for New Position in Information Technology
 - K. Hurricane Florence Applicant Disaster Assistance Agreement and Resolution
 - L. Reclassification of Budget Analyst Position
- 2 Public Comment Period
 - 3 Public Hearing - Revised Incentive Agreement for 'Project Care'
 - 4 Public Hearing for Z 07-18
 - 5 Public Hearing for Road Name Changes Resulting from Old Beatty Ford Realignment
 - 6 Public Hearing: ZTA 03-18 Campground / RV Parks Text Amendments
 - 7 Moratorium Ordinance for Campgrounds and RV Parks: Consider Termination
 - 8 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: January 11, 2018
SUBJECT: Consider Approval of the Minutes: January 7, 2019

ATTACHMENTS:

Description

January 7, 2019 Minutes

Upload Date

1/11/2019

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
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DRAFT

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

January 7, 2019 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chairman Edds welcomed Josh Bergeron back to Rowan County and as the new Editor of the Salisbury Post.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added the following items:

- Request from North Carolina Department of Transportation for the addition of Olde Fields Drive and Gillan Drive in the Olde Fields Subdivision to the Secondary Road System for maintenance (added to Consent Agenda as item Q)
- Add a board appointment for Commissioner Judy Klusman to the Board of Health (added to Board Appointments)

CONSIDER DELETIONS FROM THE AGENDA

Chairman Edds removed the following items per Planning Staff's request:

- Consent Agenda item C (Resolution Appointing Review Officer)

Equal Opportunity Employer



recycled paper

- Consent Agenda item K (Schedule Public Hearing for Z 08-18 for January 22, 2019)

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the December 3, 2018 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 Greene and passed unanimously.

The Consent Agenda consisted of the following:

- A. Rowan Public Library – Book Sale
- B. Tax Refunds For Approval
- C. Resolution Appointing Review Officer (deleted from the Consent Agenda)
- D. Support for Salisbury CDC Urgent Repair Application
- E. Proclamation for Dr. Martin Luther King, Jr. Day
- F. Permission to Accept Grant Awarded from Salisbury-Rowan Community Foundation
- G. Schedule Public Hearing for Road Name Changes Resulting from Old Beatty Ford Road Realignment for January 22, 2019
- H. Parking Lease Agreement With City of Salisbury
- I. Schedule Public Hearing for January 22, 2019 RE: ZTA 03-18 Campground/RV Parks Text Amendments
- J. Schedule Public Hearing for Z 07-18 for January 22, 2019
- K. Schedule Public Hearing for Z 08-18 for January 22, 2019 (deleted from the Consent Agenda)
- L. Salisbury-Rowan Community Action Agency Community Services Block Grant Application for FY 2019-2020
- M. EMS Paramedic Sponsorship Agreement
- N. Request for Public Hearing – Revised Incentive Agreement for 'Project Care'
- O. RFQ for Professional Architectural Services for New Cleveland EMS Station
- P. RFQ for Architectural Services for Concessions Facility at Dan Nicholas Park
- Q. Request from North Carolina Department of Transportation for the addition of Olde Fields Drive and Gillan Drive in the Olde Fields Subdivision to the Secondary Road System for maintenance (added to 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 individual came forward:

- Ronnie Smith talked about placement for the Rowan County Vietnam Veterans Memorial. Mr. Smith mentioned the transfer of the deed for 37 acres for the enlargement and enhancement of the Salisbury National Cemetery to include the new Salisbury Greenway and the Carolina Thread Trail. Mr. Smith also said he would be asking for Board support of the Yadkin River Park, the Bell Tower Green Project and Trinity Oaks Downtown, which was a senior citizen high-rise housing project in downtown Salisbury.

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

3. PUBLIC HEARING FOR TRANSPORTATION GRANT APPLICATION CHANGE

Franklin Barnes, Rowan Transit Director, said the 5310 Rural Operating Grant was changed from 80/20 to 50/50 funds and required Board approval. The funds are used to support Rowan Vocational Opportunities, Trinity Living and Dialysis transportation. Mr. Barnes reported that no match was required of the County but a public hearing was necessary due to the 50/50 change in funding.

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

Commissioner Pierce moved to approve the transportation grant change. Commissioner Klusman seconded and the vote passed unanimously.

4. PRESENTATION OF FY 2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Kari Dunlap, with Martin, Starnes and Associates, provided a power point presentation as she discussed the County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2018.

Ms. Dunlap said Martin Starnes & Associates had rendered an unmodified opinion and expressed appreciation for the cooperation the firm received from staff during the audit.

Using the power point, Ms. Dunlap discussed the financial position of the County, as well as changes that were relative to information contained in the CAFR.

Leslie Heidrick, Assistant County Manager/Finance Director, praised all Finance Staff for their role with the audit process. Ms. Heidrick also expressed appreciation for the cooperation from all county departments. Ms. Heidrick shared how communications with Martin Starnes & Associates had improved this year due to Ms. Dunlap and Erica Brown's involvement with the audit.

In response to an inquiry from Commissioner Greene regarding the County's new software, Ms. Heidrick said Finance had purchased the CAFR module and would have it implemented for 2019.

5. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Library - To decrease Rowan Public Library revenue and expense to agree with additional State Aid Grant funding - \$5,256
- Finance/Courthouse – Budget additional funds for air handler unit project at courthouse - \$167,903
- Rowan Transit – 5310 Urban Transportation City of Concord Grant 80% Federal – 20% Local (Approved at May 21, 2018 BOC Meeting)
Rowan Transit System was awarded 5310 Urban Elderly and Disabled Transportation Grant Funding for FY19 from the City of Concord
Contract Revenue from Rowan Vocational Opportunities and Trinity Living Center will provide the Local Match - \$130,000
- Finance – To budget revenue and expenditures for the FY 2018 HOME program that was approved by the BOC on March 20, 2017 - \$190,719
- Library – Rowan Public Library received additional revenue this year for gifts. The funds will be used to purchase books and materials for the West Branch Library - \$41,128
- Social Services – Funding received for foster care caseworker visits to promote safe and stable families. Social Services is requesting to increase the budgeted amounts in the expenditure and revenue line items. No county money is required - \$8,219
- Sheriff – Recognize check donation from Rowan County Bar Association and budget to proper expense account - \$1,000
- Sheriff – Recognize funds received from DOJ on Justice Assistance grant and budget to proper expense accounts for purchases - \$14,480
- Social Services – Budget donations received in order to provide goods and services to clients - \$16,318
- Sheriff – Budget additional revenues and expenses related to new inmate phone time program - \$179,000
- Finance – Budget the 2018 Homeland Security Grant awarded as a vigilance exercise project - \$54,000

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

6. CONSIDER APPROVAL OF BOARD APPOINTMENTS

AIRPORT ADVISORY BOARD

Richard Franklin applied to serve as a Member of the Business Community. The term would be for 3-years beginning January 1, 2019 and ending December 31, 2021.

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to appoint Richard Franklin passed unanimously.

ELLIS CROSS COUNTRY VOLUNTEER FIRE DEPARTMENT BOARD OF TRUSTEES

William Kyles' term expired on December 31, 2018 and he has continued to serve. If reappointed, Mr. Kyles would serve a 2-year term beginning January 1, 2019 and ending December 31, 2020.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappoint William Kyles passed unanimously.

ENOCHVILLE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Jonathan Jenkins has resigned, and Mr. Mitchel Rousey applied to fulfil the remainder of his term. If appointed, Mr. Rousey's term would end on August 31, 2019, after which he would be eligible for reappointment.

Commissioner Klusman moved to accept the resignation of Jonathan Jenkins. The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Klusman moved to appoint Mitchel Rousey. Commissioner Pierce seconded and the motion carried unanimously.

PARKS AND RECREATION COMMISSION

Matthew Owen's term expired on December 31, 2018 and he has continued to serve as an At-Large Member. Mr. Owen's applied for reappointment for a 3-year term beginning January 1, 2019 and ending December 31, 2021.

Commissioner Klusman moved to reappoint Matthew Owens. The motion was seconded by Commissioner Greene and passed unanimously.

ROWAN PUBLIC LIBRARY BOARD

Gary Freeze's term expired on December 31, 2018. If reappointed, Mr. Freeze would serve a 3-year term beginning January 1, 2019 and ending December 31, 2021.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Gary Freeze passed unanimously.

SALISBURY-ROWAN ECONOMIC DEVELOPMENT COMMISSION

Timothy Proper's term expired December 31, 2018. If reappointed, Mr. Proper would serve a 3-year term beginning January 1, 2019 and ending December 31, 2021.

Commissioner Klusman moved to reappoint Timothy Proper followed by a second from Commissioner Greene. The motion passed unanimously.

There is one County-appointed vacancy, and Gregory Anderson applied. If appointed, Mr. Anderson would serve a 3-year term beginning January 7, 2019 and ending December 31, 2021.

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to appoint Greg Anderson passed unanimously.

ROWAN COUNTY ZONING BOARD OF ADJUSTMENT

Keith Knight's term ended on November 30, 2018; however, he has continued to serve. If reappointed, Mr. Knight would serve a 3-year term beginning December 1, 2018 and ending November 30, 2021.

Commissioner Klusman moved to reappoint Keith Knight. The motion was seconded by Commissioner Pierce and carried unanimously.

**ADDITION
BOARD OF HEALTH**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to reappoint Commissioner Klusman for a three-year term passed unanimously.

The term date was effective January 1, 2019 through December 31, 2021.

7. CLOSED SESSION

Chairman Edds moved the Board enter Closed Session at 3:32 p.m. pursuant to North Carolina General Statute:

- § 143-318.11(a)(1) to consider approval of the December 3, 2018 Closed Session minutes; *and*
- § 143-318.11(a)(3) for attorney-client privileged communication regarding the ACLU prayer case.

The motion was seconded by Commissioner Greene and passed unanimously.

The Board returned to Open Session at 3:44 p.m.

Commissioner Pierce moved to approve the Settlement Agreement with the Middle District of North Carolina (for the ACLU prayer case). The motion was seconded by Commissioner Greene and passed unanimously.

DRAFT

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:45 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: January 14, 2019
SUBJECT: First Tennessee ATM Lease

There are two items that we may need to modify after approval: (1) final specific Leased Area and square footage, and (2) final liability insurance requirements. These are items we would be able to handle at staff level if the BOC will approve the base Lease Agreement.

By way of reminder for the BOC, First Tennessee is donating its former bank site to Rowan County as a potential Sheriff's satellite office and/or other county governmental use. First Tennessee only asked that the County allow it to maintain its current ATM on the site by way of lease. First Tennessee has proposed the lease rate, and it is lower than our existing leases at other county sites. However, I will assume the proposed rate is based on acknowledging that the bank will be donating its real property to the County as additional value to the leaseback.

ATTACHMENTS:

Description	Upload Date	Type
ATM Lease	1/16/2019	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into the ____ day of _____, 2019, by and between **ROWAN COUNTY, a body politic of the State of North Carolina** (hereinafter referred to as "Lessor") and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, (hereinafter referred to as "Lessee").

****WITNESSETH****

1. PREMISES. Lessor does hereby grant, demise and lease unto Lessee a portion of parcel _____ located at 105 South Enochville Avenue, Kannapolis, North Carolina 28081 as more particularly depicted on Exhibit "A" attached hereto containing approximately _____ square feet (hereinafter referred to as the "Premises") together with a non-exclusive right to have vehicular and pedestrian access at all times over and across such portions of Lessor's premises as are reasonably necessary to allow such access from the Premises to public roadways. Lessee shall undertake and complete all installation and maintenance at its sole cost and expense. Said Premises are to be occupied by Lessee's existing canopy structure and automated teller machine ("ATM").

2. TERM. The term of this Lease shall commence on the ____ day of _____, 2018 (the "Commencement Date") and shall terminate five (5) years thereafter (the "Term").

3. RENEWAL. The Term of this Lease shall automatically renew for two (2) successive periods of five (5) years each (each a "Renewal Term"), unless Lessee delivers written notice of termination to the Lessor at least thirty (30) days prior to the end of the Term or Renewal Term, as applicable.

4. RENTAL. Lessee shall pay rent in the amount of Two Hundred Dollars (\$200.00) per month, payable at the office of the Lessor or such other place as Lessor may designate on the first day of each month during the Term and any Renewal Term, unless terminated pursuant to Section. Any rent for a partial month shall be prorated.

5. QUIET POSSESSION. Lessor hereby states and agrees that it is the owner in fee simple of the Premises, and it has full right to lease the Premises for the Term set out herein and for each Renewal Term. Lessor covenants and agrees that it shall not erect or build (or allow the erection or construction) any structure on its property located adjacent to the Premises that would interfere with Lessee's access or visibility, invalidate Lessee's license to operate from the Premises, or otherwise interfere with Lessee's operations due to the height of such structure or any lighting issuing therefrom. Lessor hereby further covenants that if Lessee shall keep and perform all of the covenants of this Lease on the part of Lessee to be performed, Lessor will guarantee to Lessee the quiet, peaceful and uninterrupted possession of the said Premises, except as against taking by public authority under power of eminent domain.

6. OPERATING HOURS. Lessor agrees that the Premises shall be available for ATM usage 24 hours per day, seven days per week.

7. USE. Lessee agrees that the Premises and improvements thereon shall during the Term of this Lease, or applicable Renewal Term be used only and exclusively for the use of the canopy structure and ATM, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws of the United States, or the laws or ordinances of the state and city in which the Premises are located. Lessee shall be responsible for securing and maintaining the necessary authorizations and approvals required by any regulatory agency having authority to regulate the ATM or Lessee's activities in the Premises.

8. MAINTENANCE. Lessee shall maintain the canopy structure and ATM in good condition, working order and repair, at all times. Lessor shall maintain all common areas of the property in which the Premises is located at Lessor's sole cost and expense.

9. NUISANCES. Lessee further agrees not to create or allow any nuisance to exist on the Premises.

10. PROPERTY AND LIABILITY INSURANCE.

(a) Lessee shall, at all times during the Term of this Lease, insure or cause to be insured all of the improvements constructed by Lessee, to the extent insurable, against all loss or damage thereto caused by fire, or other casualty insured by what is commonly known as a special form policy, in amounts equal to at least eighty percent (80%) of the full replacement value of the improvements. Lessee shall, at all times during the Term of this Lease, maintain commercial general liability insurance coverage with a combined single limit of \$1,000,000.00 insuring against bodily injury and property damage in connection with Lessee's use or occupancy of the Premises. Lessee shall furnish annually to Lessor current certificates of insurance to the effect that the insurance required by this Section 10 is in force.

(b) Lessee shall not be required to rebuild or restore the improvements in the event of a casualty or damage to the improvements, but this Lease shall continue in full force and effect. If Lessee does not rebuild the improvements within a reasonable time after a casualty or damage to the improvements, Lessee shall be responsible for removing all rubble and debris caused by such damage or destruction and shall cause the Premises to be restored to a neat, clean, sightly and safe condition, which obligation shall survive a termination of this Lease as a result of Lessee's default.

(c) Lessor and Lessee agree that any money received from such insurance shall belong to Lessee, and Lessor shall have no claim against any such insurance proceeds.

11. ALTERATIONS. Lessee may make any alterations necessary to the canopy structure and ATM at its sole cost and expense, including any necessary grading, paving,

curb cuts, retaining walls, electric service, or telecommunications infrastructure. Lessee agrees not to make any further material changes, alterations, or additions in or about the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. To the extent Lessor's property is disturbed by any activity permitted herein by Lessee, then Lessee shall repair and replace Lessor's property to the condition immediately prior to Lessee's activities.

12. DELIVERY AT END OF TERM. Lessee shall, at the expiration of the Term or Renewal Term, as applicable, deliver to Lessor the possession of the leased Premises, cleared of all persons, goods, and things other than the canopy structure and in as good order and condition as the same were received, destruction or damage by fire, storm or other casualty and ordinary wear and tear excepted, and no demand for such delivery shall be necessary. All improvements, additions, and repairs made to the Premises by Lessee during the Term or applicable Renewal Term shall at the expiration of the same become the property of Lessor, it is agreed, however, that all trade fixtures installed by the Lessee for the business conducted by it shall remain the property of the Lessee, and that such trade fixtures and ATM equipment may be removed during the Term or applicable Renewal Term of this Lease or at its expiration provided any damage caused by such removal shall be repaired by Lessee at its own expense and the Premises left in good condition.

13. DEFAULT. All covenants and agreements herein made and obligations assumed are to be construed also as conditions and this Lease Agreement is entered into upon the express condition that if either party shall fail to perform or observe any of the covenants, agreements, or obligations herein made or assumed by the other party, then, in any of said events, this Lease may be forfeited and thereby become null and void at the option of the non-defaulting party upon thirty (30) days prior written notice and such non-defaulting party shall thereafter be entitled to pursue any and all remedies available to it by law.

14. SUBLETTING. Lessee shall not assign this Lease or sublet the Premises or any part without the written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

15. DAMAGE AND DESTRUCTION. Should the Premises be totally destroyed by fire or other casualty or so damaged as to render the Premises unusable, the Lessee shall be allowed a period of sixty (60) days from the date of such casualty within which to elect in writing whether or not the Lessee will rebuild or repair the structure. During such time period, and any time for rebuilding, the rent required by Section 4 shall be abated. Should Lessee elect not to rebuild or repair said structure, this Lease shall terminate as of the date of such election.

16. EMINENT DOMAIN. In the event the Premises or any substantial part thereof is taken from Lessor under the power of eminent domain, or if Lessor makes a voluntary sale of said demised Premises or any substantial part thereof under the threat of having the same condemned pursuant to the power of eminent domain then, or in either such event, this Lease shall terminate as of the date that the Lessee shall be required to vacate

the Premises under said proceedings, and any and all further liability of the Lessor and Lessee to each other under this Lease, shall cease and terminate as of the termination date of this Lease, to the same extent and for all purposes as if this Lease had terminated at the end of the Term specified in this Lease, or any applicable Renewal Term.

17. WAIVER OF BREACH. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

18. SUCCESSORS AND ASSIGNS. It is covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease shall extend to and be binding upon the respective successors and assigns of the respective parties hereto the same as if they were in every case named and expressed and that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number as they respectively represent one or more than one person or entity.

19. DELIVERY AND POSSESSION. Lessee agrees that if Lessor is not able to deliver possession of the Premises as herein provided, Lessor shall not be liable for any damages to Lessee for such failure, but Lessor agrees to use due diligence to obtain possession for Lessee at the earliest possible date. It is further agreed that if possession cannot be delivered within five (5) days after the Commencement Date of this Lease, Lessee shall have the right to cancel this Lease provided notice in writing of such desire to cancel is delivered to Lessor within five (5) days after the expiration of the aforesaid five (5) day period, and the failure on the part of Lessee to deliver said written notice shall make this Lease binding on Lessee from the time that the possession of the Premises can be delivered until the expiration hereof.

20. UTILITIES. All heat, water, electric current, gas, or other utilities used on the leased Premises shall be paid for by Lessee. To that end, Lessor and Lessee agree to cooperate in separately metering the Premises from the remainder of Lessor's adjacent property so that such charges will be paid by Lessee directly to the applicable utility or service provider. Lessor covenants and agrees to execute (and/or cause its affiliates to execute easements encumbering the Premises which may be reasonably necessary in order to obtain any such utilities. To the extent that Lessee shall be unable to obtain any such utilities without the execution of any easement encumbering the Premises, then such easement shall be deemed reasonably necessary.

21. TAXES. Lessor shall pay before delinquency any and all real estate taxes, assessments, and other charges levied against the Premises. Lessor shall deliver a copy of the receipt showing payment of such real estate taxes to Lessee upon request by Lessee. Lessee hereby warrants that it shall pay any and all leasehold and business personal property taxes if the same are levied by the Rowan County Tax Assessor.

22. TERMINATION. Either party may terminate this Agreement if the other party fails to perform or observe any material term or condition of this Lease Agreement and such failure shall continue unremedied thirty (30) days after the offending party has

received written notice of such material default. Tenant may terminate this Agreement for any reason with 90 days' written notice to Landlord.

23. ENTIRETY OF AGREEMENT; AMENDMENT. It is expressly understood and agreed by and between the parties hereto that this Lease and any exhibits attached hereto set forth all the premises, agreements, conditions and understandings between Lessor and Lessee relative to the leased Premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them, and by direct reference made a part hereof.

24. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflict of laws thereof.

25. SIGNAGE. Subject to compliance with all local jurisdiction zoning or development standards and ordinances, Lessor agrees to allow Lessee to display signage at the ATM in the form of toppers and/or logo panels, and on the exterior of the canopy structure and at other sites which Lessor and Lessee mutually agree. Lessor shall cooperate with Lessee to obtain the necessary signage permits for the canopy structure. All signage expenses will be paid by Lessee and will conform to all governmental ordinances.

26. BROKER. Lessor and Lessee acknowledge that no broker, finder or agent of any type was involved in this transaction other than Lessee's broker, Fischer & Company (the "Broker"), and each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any other broker, finder, or agent of any type who dealt with the party from whom indemnification is sought. Notwithstanding anything in this Agreement to the contrary, upon closing, Lessor shall pay a real estate commission to the Broker pursuant to a separate agreement. The terms of this Section 26 shall survive the Closing.

27. MEMORANDUM OF LEASE; SUBORDINATION AND NON-DISTURBANCE.

(a) Lessee, at its expense, may record this Lease or a memorandum or short form thereof in the proper recording office for Rowan County, North Carolina. In the event that Lessee desires to record a memorandum or short form of this Lease, Lessor agrees to execute such memorandum or short form lease in recordable form.

(b) If the Premises are currently subject to a mortgage, deed of trust, or other lien instrument, the following provision shall apply. Lessee's obligation to pay rent and other charges due under this Lease shall only commence upon the Lessor's presentation to the Lessee of a fully-executed non-disturbance agreement in recordable form and in form and substance reasonably satisfactory to Lessee. If Lessor has not delivered a reasonably

satisfactory non-disturbance agreement to Lessee within sixty (60) days of the date hereof, Lessee may terminate this Lease immediately upon written notice to Lessor.

28. APPROVALS. Both Lessor and Lessee warrant that each has reviewed this Lease Agreement and the same has been approved by each group according to their prescribed procedures, bylaws, operating agreements or statute governing such action of approval and that the appropriate officer has executed herein below.

29. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address set forth below. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight air courier delivery or on the date of deposit in the United States Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the day following the date of actual receipt of such notice, request or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.

LESSOR

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

LESSEE

First Tennessee Bank National Association
165 Madison Avenue
Attn: Stephen K. Bieber
Memphis, Tennessee 38103

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on this ____ day of _____, 2019.

LESSEE

**FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, a national banking
association**

By: _____
Name: _____
Title: _____

LESSOR

ROWAN COUNTY

By: _____
Name: _____
Title: _____

Exhibit "A"

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: 1/7/2019
SUBJECT: Grant Request for the Margaret C. Woodson Foundation - DSS and One Church One Child

Rowan County DSS and One Church One Child are seeking permission to apply for the Margaret C. Woodson Foundation grant. No matching County funds will be needed with this grant. The grant would be used to provide new beds and other items for neglected children in our area.

ATTACHMENTS:

Description	Upload Date	Type
2019 Margaret C. Woodson Foundation Grant Request	1/7/2019	Cover Memo

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Applicant View

Applicant Summary

Organization Status Search

Please search for your organization's legal name and current status by following these steps: Click on the data entry field that says "Select", and begin typing the organization name in the box that appears. As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor. If your organization does not appear, please select Organization Not Found from the top of the dropdownlist. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. The Foundation will begin required due diligence processes once an application is fully submitted.

*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146] Due Diligence Approval Completed
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Organization Information

Please re-enter the organization's legal name below, and enter the current mailing and contact information.

*Organization legal name:	Rowan County Department of Social Services
Organization AKA or DBA name:	Rowan One Church One Child Program (ROCOC)
*Mailing address:	1813 E. Innes Street
Mailing address line 2	
*Mailing city:	Salisbury
*Mailing state:	North Carolina
*Mailing county:	Rowan County
*Mailing zip:	28146
*Organization phone:	704-267-7996
Organization web address:	www.rowancountync.gov/rococ

Application Contact Information

*Salutation:	Rev.
*Contact first name:	Jon
*Contact last name:	Hunter
*Contact title:	Rowan One Church One Child Program Coordinator
*Contact telephone number:	704-267-7996
*Contact email address:	jon.hunter@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Salutation:	Mrs.
*Executive director first name:	Donna
*Executive director last name:	Fayko

Supplemental Information

*Annual operating budget:	\$65,300
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2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project Request Information	
*Project title: (8 word max.)	Kids Sleeping Safely-New Beds For Neglected Kids
*Total project budget:	\$65,300
*Grant request amount:	\$16,200

Organization Overview

Organization Overview	
*Organization mission:	To partner with RCDSS, churches, foundations, citizens, businesses and community partners to be agents of change: improving the lives of Rowan County children and teenagers, who are victims of trauma due to child neglect and abuse; providing life necessities for children in the care of parents or relatives who seek to provide a loving, stable, healthy and protective home environment; keep birth families intact; breaking the multi-generational cycle of abuse or neglect; decreasing the need for parents to seek alternative ways to relieve stress or earn income through illegal activities; thus placing children at higher risk for further trauma.
*Organization core services: (100 word max.)	ROCOC provides children and teenagers with new beds, chest of drawers, car seats, high chairs, strollers, smoke and carbon monoxide detectors, personal hygiene items, underwear, socks, diapers, baby wipes, and school supplies. ROCOC also purchases used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used clothes, shoes, school uniforms, household items, cookware, flatware, small appliances, dishes, books, toys, baby items, blankets, comforters, sheets, and towels. THERE IS NO COST TO THE RECIPIENTS.
*Have you received a grant from this particular grant program in the last 3 years?	Yes
*Please list year:	2018
*Please list grant amount:	\$8,000
*Please list project name:	Safe Sleeping-New Beds for Neglected Kids
*Add another grant?	Yes
*Please list year:	2017
*Please list grant amount:	\$8,000
*Please list project name:	Critical Assistance Services for Abused/Neglected Kids
*Add another grant?	Yes
*Please list year:	2016
*Please list grant amount:	\$9,750
*Please list project name:	Critical Support Services for Abused/Neglected Kids

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project and Results Description

*Please choose one investment area that your project will address:	Human Service
*Please choose a human services result area:	People overcome life obstacles (e.g. substance abuse criminal history psychological trauma) and become productive members of society
*Provide a brief project summary: (50 word max.)	ROCOC provides beds for children receiving Child Protective Services. DSS receives no government funds to prevent unsafe sleeping conditions. Beds are provided free to caregivers, who receive no funding assistance. Keeping the child with the birth family, preventing the child from foster care placement, thus strengthening the family and community.

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

***Describe your proposal in detail, including proposed timeline and specifically how you would use the funds: (500 word max.)**

ROCOC is a partnership between RCDSS, 79 Rowan County churches, citizens, and community partners that assist children and teenagers from birth through age 21. The children are victims of abuse, neglect, or dependency who are actively receiving Child Protective or Foster Care Services from RCDSS.

ROCOC unites RCDSS, the faith community, foundations, citizens, businesses and community partners seeking to improve the lives of children and teenagers, who are experiencing trauma due to being victims of neglect or abuse. These entities donate financial gifts and provide grant funds to the RCDSS ROCOC Assistance Fund. Donated funds are managed by DSS and Rowan County Government Finance offices. 100% of funds are used for client assistance. Families may receive no more than \$650 in assistance. Social Workers must request assistance for a family through a case history referral form. Requests are screened, approved or denied by the ROCOC Program Coordinator and the Supervisor. The social worker or the family sign a receipt indicating receipt of the purchased items.

ROCOC has an Assistance Center at Main Street United Methodist Church in Salisbury, North Carolina. Clients upon receiving a referral from their social worker, can come and receive life essential items. The Center is staffed by volunteers except for the ROCOC Program Coordinator who is a paid by RCDSS.

From January 2007 to December 31, 2018, assistance has been given to children, teenagers and families, 17,424 times.

Purchases of life essential items have increased from:

- 365 (2015) to 472 (2016) = 23%
- 472 (2016) to 550 (2017) = 16.53%
- 550 (2017) to 616 (2018) = 12%

The greatest need and expense continues to be beds for children and teenagers.

Bed cost represent the following percentage of total budget expenditures in:

- 2015 – 59%
- 2016 – 58.14%
- 2017 – 61%
- 2018 - 60%

Bed purchase cost increased from:

- \$15,073.22 (2015) to \$23,130.78 (2016) = 34%
- \$23,130.78 (2016) to \$29,229.12 (2017) = 26.36%
- \$29,229.12 (2017) to \$36,462.98 (2018) = 24.78%

The project is led by Rev. Jon Hunter, the ROCOC Program Coordinator. Rev. Hunter has 19 years of service with RCDSS and has served as a pastor for 36 years. Rev. Hunter has a proven track record: recruiting new member congregations; maintaining the participation of member congregations; and increasing financial and material good donations from member

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

	<p>congregations, community partners and local foundations.</p> <p>The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services. In October, 2016, The Rowan County Board of Commissioners recognized Rev. Hunter for leading the Program to high achievement levels.</p> <p>During the grant year, funds will be used to purchase new cribs, pack-n-plays, toddler beds, twin beds or bunk beds and mattresses. The beds will be provided to birth parents and relative caregivers, at no cost, seeking to prevent unsafe and dangerous sleeping arrangements that could result in the injury or death of a child.</p>
*How many individuals will you serve?	2620
*What is the geographic service area being served, such as neighborhood, county-wide, etc.? (50 word max)	Rowan County, North Carolina - County-Wide.
*What results are you committed to achieving? How will you measure your success? (200 word max.)	<p>Assist RCDSS social workers in establishing a safe stable home environment for children and teenagers.</p> <p>Provide 325 age appropriate beds to Rowan County children or teenagers actively receiving Child Protective or Foster Care Services, living with birth parents or relative caregivers, at no cost to the caregiver, who lives on a fixed income and cannot afford to provide beds for children that they provide care for.</p> <p>Beds are provided to maintain the child or teenager in the birth home or in a relative's home, decreasing the need to place the child or teenager in a foster home or group home setting.</p> <p>Stop children from sleeping on the floor or with adults to prevent injury to the child or the death of the child by providing appropriate beds for children and teens.</p> <p>RCDSS data dashboards track; the progress of child and family abuse and neglect cases, the children entering foster care, and outcomes of every child, teenager and family receiving services.</p> <p>ROCOC tracks the types of purchases and the children and teenagers receiving services.</p>

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Does another organization(s) in your service area conduct a program or project similar to the one for which you are applying? In responding, please address any efforts by your organization to limit duplication and/or overlaps in service? (300 word max.)	<p>There are no other programs in Rowan County that assist children and teenagers who are victims of abuse, neglect, or dependency with beds, at no cost to the birth parent or caregiver and with other life essential items.</p> <p>There is no duplication of services that assist Rowan County children or teenagers, with active Child Protective or Foster Care Services. ROCOC is the only program that offers these types of services to children and teenagers who are receiving services from the RCDSS Children's Services Division.</p>
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Financials and Project Budget

Financials	
*Please attach your organization's annual budget for the current fiscal year, including income and expenses.	ROCOC 2019 PROJECTED BUDGET.pdf
*Please attach your organization's annual budget for the previous year, including income and expenses.	ROCOC 2018 Annual Year Revenue and Expenditures.pdf
*Net assets of organization (as reported on 990):	\$33,917
*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	6/30/2018
Project Budget	
Please open and read the Project Budget Instructions before completing the budget template.	
Once you have read the instructions,download the budget template.Complete the template and save it as a PDF file on your computer.Once saved, click the browse button and attach the PDF file to your application. To learn more about converting a file to PDF, click on the Creating PDFs tab on the top of your dashboard page.	
*Upload complete project budget	2019 WOODSON FOUNDATION PROJECT BUDGET.pdf
*Please provide the total number of donors for your most recently completed fiscal year.	802
*Please provide the total amount of dollars raised for your completed fiscal year.	\$59,655

Submittal Page

Demonstration of Eligibility	
Certification	
*Attach a copy of your organization's current Board of Directorslist:	Advisory Board Members.pdf
Additional Attachments	

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

*Do you need licensing, zoning or other regulatory approval to conduct the project?	No
*Is your organization working in partnership with one or more organizations?	No
If necessary, please add clarifying information regarding the attachments.	
*Do you certify that the executive director and board of directors have approved submittal of this grant request, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?	Yes
*Signature of representative requesting grant:	Jon Hunter 1/4/2019 2:48:35 PM
*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

2019 ROCOC Projected Budget

Rowan One Church One Child Ministry

Section One: 2019 Projected Revenue

Funding Sources	Amount
Woodson Foundation	16,200.00
First United Church of Christ Foundation	1,000.00
Robertson Foundation	9,800.00
Salisbury Foundation	5,000.00
Uwharrie District of the UMC	15,000.00
Donations from Churches	12,000.00
Donations from Individuals	4,300.00
Donations from the Business Community	2,000.00
2019 Projected Income	65,300.00

Section Two: 2019 Projected Expenses

Funding Sources	Amount
Beds (Full, Twin, Bunkie, Crib, Pack-n-Play)	40,550.00
Used Appliances and Furniture, new chest of drawers	7,500.00
Utilities, Rent, and Food	4,000.00
Car and booster seats	3,250.00
Diapers, wipes, underwear and socks	10,000.00
Personal Hygiene Items	
Baby Item - formula, high chairs, strollers, baby gates	
Pest extermination supplies for children's homes	
Child safety items	
Links Birthday Cards	
Other life essential items	
2019 Projected Expenses	65,300.00

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Rowan One Church One Child Ministry 2018 Annual Year Actuals

Section One: 2018 Revenue

Funding Sources	Amount
Donations from Individuals, Businesses, Organizations, and Concert Offerings	\$9,569.80
Church Donations	\$15,485.19
Foundation Grants	\$34,600.00
Total Income	\$59,654.99

Section Two: 2018 Expenses

Funding Sources	Amount
Beds (Full, Twin, Bunkie, Crib, Pack-n-Play)	\$36,462.98
Utilities, Rent, and Food	\$2,498.27
Appliances	\$4,687.68
Furniture	\$3,972.70
Car and Booster Seats	\$2,406.76
Other - socks, underwear, diapers, wipes, school supplies, pesticides, personal hygiene products, sheets, towels, bed pillows, blankets, smoke and carbon monoxide detectors, Birthday Gift Cards for teens ages 16-18 in foster care in the Independent Living Training Program, high chairs, baby gates, formula, strollers, small appliances, fans, room heaters, exit door alarms, baby bottles, cleaning supplies.	\$10,454.36
2018 Total Expenses	\$60,482.75

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Project Budget Template

Rowan County DSS Rowan One Church One Child Ministry

Section One: Project Income

Funding Sources	Amount	Funds Requested or Committed
The Margaret C. Woodson Foundation	\$ 16,200.00	Requested
Uwharrie District of the UMC	\$ 15,000.00	Will request in next grant cycle in July 2019.
Robertson Foundation	\$ 9,800.00	Requested
Salisbury Rowan Community Foundation	\$ 5,000.00	Committed
Donations from Individuals	\$ 4,300.00	Anticipated
Churches - Includes a \$1000.00 grant from the First UCC Foundation	\$ 13,000.00	Anticipated
Donations from Businesses	\$ 2,000.00	Anticipated
Total Income	\$ 65,300.00	

Section Two: Project Expenses

Expense Item	Amount Funded by Woodson (proposed)	Amount Funded by Other Sources	Total Expense
Beds (pack-n-plays, crib, toddler, twin and full sizes)	\$ 16,200.00	\$ 24,350.00	\$ 40,550.00
Utilities, Rent, Food	\$ -	\$ 4,000.00	\$ 4,000.00
Used Appliances and Furniture	\$ -	\$ 7,500.00	\$ 7,500.00
Car and Booster Seats	\$ -	\$ 3,250.00	\$ 3,250.00
Other - pesticides, smoke and carbon-monoxide detectors,	\$ -	\$ 10,000.00	\$ 10,000.00
baby items, door/window alarms, school uniforms, socks and	\$ -	\$ -	\$ -
underwear.	\$ -	\$ -	\$ -
Total	\$ 16,200.00	\$ 49,100.00	\$ 65,300.00

Note: The total income (B14) should match the total expenses (D26).

Note: Anticipated deviations from any line item of this budget require a reallocation request to be approved by the Foundation before the funds are reallocated. Please submit requests in writing to the Foundation.

If necessary, please include any clarifying information about the project budget.

2019 Margaret C. Woodson Foundation Grant Program

Rowan County Department of Social Services

Advisory Board Members:

Permanent Board Members

Jon Hunter - Rowan County Department of Social Services (RCDSS) Placement Support Coordinator
Rowan One Church One Child (ROCOC) Program Coordinator and Board Chairman
Lisa Berger - RCDSS Children's Services Program Administrator
Micah Ennis - RCDSS Children's Services Program Manager
Donna Fayko - RCDSS Director
Beverly Mobley - RCDSS Rowan for Kids Program Coordinator
Nadean Quarterman - RCDSS Support Services Unit Supervisor

DSS Staff Member:

Gwen Thomason RCDSS Legal Administrative Assistant July 1, 2016 - June 30, 2019

Community Board Members

Term: July 1, 2016 – June 30, 2019

Ms. Georgia Adams - Member of Concordia Lutheran
Ms. Mildred Chinaka – Community Member
Mr. Jim Miller - Administrative Assistant at Shiloh UMC
Dr. Martha Starks - Pastor of Word of Life Family Worship

Term: July 1, 2017 – June 30, 2020

Mrs. Marjorie Beaver – ROCOC Coordinator Concordia Lutheran
Reverend Charles Gibbons - Pastor of Oak Grove UMC
Mr. Jeff Harkey - Member of Mount Tabor UMC
Mrs. Lillian Morgan - Member of Jerusalem Baptist
Mrs. Darlene Murphy - Foster Parent Trainer
Mrs. Bonnie Walser - Member of Main Street UMC
Mrs. Kelley Williams - ROCOC Coordinator at St. Matthew's Lutheran Church

Term: July 1, 2018 – June 30, 2021

Ms. Joann Diggs - ROCOC Coordinator at Faith Temple Triumphant Ministries
Reverend Randy Foster - Pastor of Maupin Avenue Presbyterian
Mrs. Chloe Goho - Member of Milford Hills United Methodist
Reverend Richard Gould - United Methodist Pastor
Mrs. Laurie Ward - ROCOC Coordinator at Salisbury Seventh - day Adventist Church

Board of Social Services

DeeDee Wright – Chairperson
James Sides
Judy Klusman
Ethel Bamberg-Reavis
Douglas Smith

Rowan County Board of Commissioner

Greg Edds – Chairperson
Jim Greene
Mike Caskey, Jr.
Judy Klusman
Craig Pierce
Aaron Church – County Manager
Carolyn Barger – Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Tax Collection Specialist
DATE: 01/08/2019
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
November 2018 VTS Refunds	1/8/2019	Cover Memo
December 2018 Tax Refunds	1/8/2019	Cover Memo

ENTERED
11/9/19

1/25/19

NOVEMBER 2018 VTS REFUNDS

TAXPAYER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
ALERT ALARMS INC	PO BOX 3071		SALISBURY	NC	28145	Vehicle Sold	96202744	151.19
ANDERSON, SCOTT CHRISTOPHER	1017 LAUREN GLEN DR		CHINA GROVE	NC	28023	Vehicle Sold	97201056	4.14
ANDREWS, GEORGE HAROLD JR	45 DEER RUN CT		SPARTA	TN	38583	Reg . Out of state	97049366	2.48
ANDREWS, GEORGE HAROLD JR	45 DEER RUN CT		SPARTA	TN	38583	Reg . Out of state	97049362	71.49
APPLETON, HOLLY MACLEOD	228 S ELLIS ST		SALISBURY	NC	28144	Vehicle Totalled	145801620	32.95
BAKER, MATTHEW EDWARD	595 SISK CARTER RD		ROCKWELL	NC	28138	Vehicle Totalled	97201086	39.39
BARRINGER, BARBARA JACKSON	455 RIVER COUNTRY RD		SALISBURY	NC	28146	Vehicle Sold	96399004	3.79
BELLO, YOSVANI DAVID	375 SUNDAY DR		SALISBURY	NC	28144	Vehicle Sold	97201074	42.06
BENSON, DALTON CRAIG	12365 COOL SPRINGS RD		CLEVELAND	NC	27013	Tag Surrender	97201462	37.74
BENTON, MARY MOUCHET	115 INDUSTRIAL DR		ROCKWELL	NC	28138	Vehicle Sold	96577228	44.56
BLACK, DONALD FRANKLIN	1245 GRACEBROOK DR		SALISBURY	NC	28147	Tag Surrender	96742374	36.02
BOLER, ANN MONQUIE	128 OAKWOOD AVE		SALISBURY	NC	28146	Vehicle Sold	145267374	55.55
BOST, DEBORAH YOST	PO BOX 883		FAITH	NC	28041	Vehicle Sold	96399084	17.22
BOST, SHERYL LEN	823 N JACKSON ST		SALISBURY	NC	28144	Vehicle Sold	144430893	69.26
BROWN, NICKYSHA NICHOL	804 W FISHER ST		SALISBURY	NC	28144	Vehicle Sold	144598605	70.56
CHAMBERS, RODNEY LYDELL	1415 STANDISH ST		SALISBURY	NC	28144	Vehicle Sold	144738690	66.27
COOK, JERRY DAVID	185 FAIRFIELD LN		SALISBURY	NC	28146	Vehicle Sold	97049390	51.09
CRESCENT CONSTRUCTION SERVICES LLC	303 S MAIN GQ ST		SALISBURY	NC	28146	Vehicle Sold	96399010	177.33
DEADMON, MARSHALL SAMMY	503 W MILL ST		LANDIS	NC	28088	Vehicle Sold	96399044	46.39
FREEMONT HOLDINGS INC	375 SUNDAY DR		SALISBURY	NC	28144	Vehicle Sold	97201076	18.82
GARCIA, SYDNI ERIANA	2006 CHRIS ANN LN		KANNAPOLIS	NC	28083	Over Assessment	144521652	28.48
GARLAND, JOHN RUSSELL	305 PHILLIP DR		SALISBURY	NC	28146	Vehicle Sold	96845566	51.30
GAULT, LARRY GENE	270 DEREK DR		SALISBURY	NC	28146	Tag Surrender	96577218	15.94
GILBERT, WINONA KOONTZ	305 ANNATTO WAY		TEGA CAY	SC	29708	Reg . Out of state	97201070	62.30
GORDON, KENNETH CHRISTOPHER	6055 GOLDFISH RD		CHINA GROVE	NC	28023	Vehicle Sold	97048488	60.27
HARRISON, JESSIE LEE	275 RANCHWOOD DR		SALISBURY	NC	28146	Vehicle Sold	96399012	2.86
HENDREN, RALPH GUY	1304 W C ST		KANNAPOLIS	NC	28081	Vehicle Sold	144205323	15.51
HIBBERT, CLOVER A	2720 ARNOLD DR		CHARLOTTE	NC	28205	Reg . Out of state	145114149	29.78
HIBBERT, CLOVER ANGELA	2720 ARNOLD DR		CHARLOTTE	NC	28205	Vehicle Sold	145113750	585.52
HIRST, DEBORAH R	725 MITCHELL AVE		SALISBURY	NC	28144	Vehicle Sold	144865764	45.96
HOVEY, GENE CHRISTOPHER	916 MERWIN RD		RALEIGH	NC	27606	Vehicle Sold	145229847	61.48
JOHNSON, PATRICIA HOBSON	7 MULBERRY CIR		SALISBURY	NC	28144	Vehicle Sold	144206037	56.60
JUNDA, MICHAEL JAMES	1060 FOXBROOK PL		SALISBURY	NC	28147	Vehicle Sold	96399132	46.97
LAMBETH, TAMMY JACOBS	120 LAVISTA DR		ROCKWELL	NC	28138	Vehicle Sold	97048492	41.84
LATIMER, HARRISON ARMISTEAD	217 REBEL RD		SALISBURY	NC	28144	Vehicle Sold	145113711	1125.14
LIVENGOOD, MELVIN NELSON	4270 SAINT PETERS CHURCH		SALISBURY	NC	28146	Vehicle Sold	96636184	15.14
LOFLIN-KLUTTZ, PHYLLIS ANNE	170 LEONARD RD		SALISBURY	NC	28146	Vehicle Sold	96742492	104.32
MARKETING SERVICES UNLIMITED INC	120 KNIGHTS PL		SALISBURY	NC	28146	Vehicle Sold	96137348	39.96
MCNEIL, EQUYNTHIA MONIQUE	305 ACKERT AVE		SALISBURY	NC	28144	Vehicle Totalled	144954570	30.59

Jonny Parnell
Tax Collections Manager

67

Batch 8319

ENTERED
11/19

1/25/19

DECEMBER 2018 REGULAR REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND
ADAMS PAUL THOMAS & WF	ADAMS NENA L	8577 WRIGHT RD	NA	KANNAPOLIS	NC	28081-8994	KARRIKER RD	874236	\$ 1.31
ADKINS MAXINE Y	NA	604 SUNSET DR.	NA	SALISBURY	NC	28147	604 SUNSET DR	870810	\$ 3.30
AHRENS KARL M & WF	AHRENS DIANE M	210 AVIATION LN	NA	GOLD HILL	NC	28071-8701	210 AVIATION LN	868569	\$ 4.33
AKERS MARY FRANCES	NA	400 E GARDEN ST	NA	LANDIS	NC	28088-1430	400 E GARDEN ST	873462	\$ 8.00
ALLMAN KILBURN L SR & WF	ALLMAN TERESA R	3770 SHUPING MILL RD	NA	ROCKWELL	NC	28138-6692	3770 SHUPING MILL RD	878138	\$ 227.58
ALLMAN KILBURN LYNN	NA	3770 SHUPING MILL RD	NA	ROCKWELL	NC	28138-6692	1969 BUIC SKYLARK	878155	\$ 15.23
BAILEY SANDRA E	NA	182 WADDINGTON RD	NA	CLEMMONS	NC	27012-9059	MAHALEY RD	877609	\$ 33.73
BALDWIN SALLY COUSAR	NA	908 S MAIN ST	NA	CHINA GROVE	NC	28023	908 S MAIN ST	869615	\$ 4.31
BALDWIN SALLY COUSAR	NA	908 S MAIN ST	NA	CHINA GROVE	NC	28023	603 N WALNUT ST	869614	\$ 2.48
BALLARD BILL R &	BALLARD FRANCES STEELE	1510 BELK RD	NA	MOUNT ULLA	NC	28125-9767	1510 BELK RD	874668	\$ 122.85
BALLARD NEAL D & WF	BALLARD DORIS STARNES	1065 CIRCLE DR	NA	CHINA GROVE	NC	28023	2004 ERVINRUDE O/B	871518	\$ 5.49
BANISH SARA R	NA	3210 WINGED FOOT DR	NA	SALISBURY	NC	28144-8421	3210 WINGED FOOT DR	869510	\$ 19.06
BARBEE SHIRLEY J	NA	106 OAKVIEW DR	NA	SALISBURY	NC	28146-8399	106 OAKVIEW DR	874660	\$ 7.37
BARBER ROBERT J & WF	BARBER VICTORIA	PO BOX 102	NA	WOODLEAF	NC	27054-0000	336 CUTHBERTSON ESTATE DR	868713	\$ 2.51
BASINGER DEBORAH STALLINGS	NA	502 FRONTIER CIR	NA	CHINA GROVE	NC	28023-9487	502 FRONTIER CIR	870485	\$ 6.33
BASSETT STEVEN L & WF	BASSETT KIMBERLY D	150 HARTLEY RD	NA	SALISBURY	NC	28146-9021	150 HARTLEY RD	875346	\$ 67.25
BASSETT STEVEN L & WF	BASSETT KIMBERLY D	150 HARTLEY RD	NA	SALISBURY	NC	28146-9021	1994 VOGU 00014 00080	875348	\$ 15.55
BEATTIE JOE JUNIOR & WF	BEATTIE MARJORIE A	PO BOX 856	NA	GRANITE QUARRY	NC	28072-0856	114 N OAK ST	869511	\$ 1.03
BELLAMY GEORGIA DAVIS	NA	6615 STOKES FERRY RD	NA	SALISBURY	NC	28146-1000	2002 CARR	875479	\$ 396.06
BEST INSURANCE	NA	PO BOX 310	NA	ROCKWELL	NC	28138	210 E MAIN ST	876744	\$ 23.66
BILES MYRTLE J	NA	121 TANGLEWOOD DR	NA	KANNAPOLIS	NC	28081-7948	121 TANGLEWOOD DR	874984	\$ 3.44
BLACK LOUISE J	NA	1104 CRESTVIEW AVE	NA	SALISBURY	NC	28144	433 EASTWOOD DR, 1504	877411	\$ 6.55
BLACK SLAUGHTER & BLACK PA	NA	3623 N ELM	SUITE 200	GREENSBORO	NC	27455	140 FALLSWORTH CT	868596	\$ 281.40
BLACK SLAUGHTER & BLACK PA	NA	3623 N ELM ST, STE 200	NA	GREENSBORO	NC	27455	1504 KEYSTONE DR	869745	\$ 281.40
BOND EARL JAMES JR	BOND PAINTING	9080 HWY 801	NA	MOUNT ULLA	NC	28125	SECT SCH A10 CLASS EQ ASM# 00	871513	\$ 5.04
BOONE ROBERT FULTON	BOONE MARY SHIRLEY B	1370 HURLEY SCHOOL RD	NA	SALISBURY	NC	28147-0000	1605 S MAIN ST	871969	\$ 5.54
BOST CRYSTAL	NA	503 SAINT PAUL CHURCH RD	NA	SALISBURY	NC	28146-8839	503 ST PAULS CHURCH RD	870876	\$ 2.79
BRAWLEY RICHARD LEE & WF	BRAWLEY MARY HELEN	160 BETHAVEN DR	NA	SALISBURY	NC	28144-8849	160 BETHAVEN DR	869705	\$ 1.53
BROWN PAUL DOUGLAS & WF	BROWN JILL ATWOOD	3595 MOOSE RD	NA	KANNAPOLIS	NC	28083-9794	3595 MOOSE RD	873467	\$ 3.02
BROWN SUPPLY LLC	NA	PO BOX 295	NA	GRANITE QUARRY	NC	28072-0295	STOKES FERRY RD	871796	\$ 12.52
BRYANT JOHN	NA	1809 2ND ST.	NA	SALISBURY	NC	28144-0000	1809 S 2ND ST	872543	\$ 6.93
CABRERA ELISA E	NA	163 BIRKDALE DR	NA	SALISBURY	NC	28144-8562	1802 DARBY PL	870350	\$ 3.85
CALDWELL CLARENCE E & WF	CALDWELL HATTIE C	2605 LINDA AVE	NA	KANNAPOLIS	NC	28083-9109	2605 MELCHOR CIR	880362	\$ 383.37
CAMPBELL DURWARD E & WF	CAMPBELL GLENDA F	409 N BOSTIAN ST	NA	CHINA GROVE	NC	28023-2505	409 N BOSTIAN ST	872448	\$ 2.79
CARTER T SCOTT	CARTER SHARON	280 CHINA GROVE RD	NA	CHINA GROVE	NC	28023-6623	2013 HOME PERMTAG AC45757	877919	\$ 3.10
CASCIO ANGELA H	NA	513 E 24TH ST	NA	KANNAPOLIS	NC	28083-9713	513 E 24TH ST	869681	\$ 8.23
CAUBLE JIMMY FRANKLIN	NA	1775 GRACE CHURCH RD	NA	SALISBURY	NC	28147-8602	1989 CHEV 4S	876497	\$ 7.93
CAUBLE MARK L & WF	CAUBLE DENISE R	130 TROTTER LN	NA	ROCKWELL	NC	28138-6791	130 TROTTERS LN	872053	\$ 2,373.57
CHEEKS JEAN W	CHEEKS MARVIN	14825 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-8142	14825 COOL SPRINGS RD	869802	\$ 3.97
CHESNUT RAYMOND SIMPSON JR & WF	CHESNUT SHERRY	1140 KIMBALL RD	NA	CHINA GROVE	NC	28023-7541	1140 KIMBALL RD	870507	\$ 2.00
CLINE KENDAL PRICE	CLINE DOUGLAS WAYNE	225 BEECHCLIFF LN	NA	SALISBURY	NC	28146-9061	DRIFTWOOD TRL	881268	\$ 74.92
COOK DANETTE K	NA	3236 TUCKALEECHIE PIKE	NA	MARYVILLE	TN	37803-7912	12101 OLD BEATTY FORD RD	872021	\$ 52.98
COOPER DOUGLAS P & WF	COOPER MARY L	1922 SE 33RD ST	NA	OKEECHOBEE	FL	34974-6775	AMITY HILL RD	877564	\$ 2.74
COOPER MARY E	NA	PO BOX 1846	NA	SALISBURY	NC	28145-1846	205 N LONG ST	870390	\$ 1.78
CORRIHER LANNY H & WF	CORRIHER CAROLYN E	525 CORRIHER GRAVEL RD	NA	CHINA GROVE	NC	28023-9498	1150 CORRIHER GRAVEL RD	879650	\$ 145.41
CRANFORD KATHY E	NA	4523 COLD SPRINGS RD SOUTH	NA	CONCORD	NC	28025	255 RIVERSIDE DR	879058	\$ 1.31
CROW FRANK MAX & WF	CROW VICKIE D	2121 ENGLEWOOD ST	NA	KANNAPOLIS	NC	28083-3028	2121 ENGLEWOOD ST	871420	\$ 3.00
CRUMP ALAN & WF	CRUMP ELAINE	310 MOYLE AVE	NA	SALISBURY	NC	28146-6310	310 MOYLE AV	880503	\$ 607.16

Jonya Parnell
Tax Collections Manager

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CURRY PHYLLIS HEWITT	NA	5102 DAVIS RD	NA	WINSTON SALEM	NC	27104	585 HEWITT RD	877949	\$	3.38
CUSTOM ENTERPRISES OF LENO	NA	2086 CRAIG MOUNTAIN RD	NA	LENOIR	NC	28645	HANNAH FERRY RD	877385	\$	27.47
CUSTOM GOLF CAR SUPPLY INC	NA	1735 HEILIG ROAD	NA	SALISBURY	NC	28146-2314	985 WHITNEY DR	871536	\$	2,975.79
DANIELS SHIRLEY JAMES	NA	500 FAIRBLUFF AVE	NA	SALISBURY	NC	28146-4712	500 FAIR BLUFF AV	868955	\$	1.02
DASHAB SOPHIA	NA	220 MEADOW WOOD DR	NA	SALISBURY	NC	28146	CLEARING ACCT	871185	\$	160.92
DAVIS DELAFAYETTE DE MARQU& WF	DAVIS ILER B	1110 BARBOUR ST	NA	SALISBURY	NC	28144-8293	BARBOUR ST	869836	\$	23.45
DAVIS JERRY CARL	NA	PO BOX 371	NA	ROCKWELL	NC	28138-0371	102 ANTHONY RD	878610	\$	231.43
DAVIS JOE FRED & WF	DAVIS MARY H	2445 OVERVIEW RD	NA	SALISBURY	NC	28147-7697	2445 OVERVIEW RD	872489	\$	2.49
DEADWYLER MANDY R	NA	105 HAZELTINE CT	NA	SALISBURY	NC	28144-8549	105 HAZELTINE CT	880317	\$	733.13
DEAL ELBERT KELLER	NA	2137 BERTHA ST	NA	KANNAPOLIS	NC	28083-3023	2005 YAMAHA O/B	877833	\$	38.92
DEAL VICKY C &	DEAL E KELLER TRUSTEES	2137 BERTHA ST	NA	KANNAPOLIS	NC	28083-3023	2137 BERTHA ST	877826	\$	458.40
DJR RENTALS LLC	NA	425 EL CAMINO DR	NA	SALISBURY	NC	28146-0000	1349 W INNES ST	869903	\$	84.57
DLB PROPERTY VENTURES LLC	NA	PO BOX 6453	NA	HIGH POINT	NC	27262-6453	1266 SPEEDWAY BLVD	870794	\$	37.39
DODD DAVID Y & WF	DODD SUE B	812 HIGHLAND AVE	NA	LANDIS	NC	28088-2012	812 HIGHLAND AV	876242	\$	12.74
DRIVER WILLIAM DANIEL	NA	190 WILLOW OAKS DR	NA	CHINA GROVE	NC	28023-6574	190 WILLOW OAKS DR	868710	\$	1.86
EARLEY WENDY MICHELLE	EARLEY STEPHEN WAYNE	909 RAILROAD AVE	NA	CHINA GROVE	NC	28023-9430	323 E 20TH ST	871972	\$	1.25
EARNHARDT DANNY R & WF	EARNHARDT SHERRY E	130 BRIARFIELD DR	NA	MOORESVILLE	NC	28115-9598	130 BRIARFIELD DR	869526	\$	2.84
EICHELSEER THOMAS JAMES & WF	EICHELSEER CANDICE ANN	9 LILLYBROOK RD	NA	PITTSFIELD	MA	01201-9109	238 BLUFF LN	877559	\$	3.86
ELLER SUSAN	NA	402 JOHN ST	NA	CHINA GROVE	NC	28023-2328	402 JOHN ST	876984	\$	5.64
ELLIOTT HAZEL P & HS	ELLIOTT HUBERT	1630 SHUE RD	NA	CHINA GROVE	NC	28023-7432	SHUE RD	869609	\$	3.41
ELLIOTT TROY RAY & WF	ELLIOTT LOIS F	505 W KETCHIE ST	NA	CHINA GROVE	NC	28023-2151	501 W KETCHIE ST	876017	\$	6.83
ENNIS GEORGE K & WF	ENNIS RITA J	221 RIVER BIRCH DR	NA	SALISBURY	NC	28146-7439	221 RIVER BIRCH DR	868882	\$	12.16
EURY GARY L	NA	280 ROWLAND LN	NA	SALISBURY	NC	28146-8906	2010 CARN PERMTAG	878573	\$	213.30
FILLTECH USA LLC	NA	PO BOX 1209	NA	ROCKWELL	NC	28138-1209	SECT C SCH A10 CLASS LI ASM# 00	870115	\$	196.30
FLETCHER PHYLLIS	FLETCHER HARRY	308 BRENTWOOD DR	NA	LOCUST	NC	28097	200 CARABELLE CIR	877515	\$	27.42
FLINT DON A & WF	FLINT ALMA F	345 WOODBINE DR	NA	SALISBURY	NC	28146-0000	WOODBINE DR	870032	\$	95.91
FOX TRACIE D	NA	1627 N LEE ST	NA	SALISBURY	NC	28144-2921	1627 N LEE ST	868632	\$	2.85
FRALEY CRAIG R	NA	318 BOGGS RD	NA	THOMASVILLE	NC	27360-0000	998 FRALEY ACRES LN	872111	\$	17.26
FREEZE JAMES LEROY JR & WF	FREEZE CAROL WEBB	2228 BRIGGS RD	NA	SALISBURY	NC	28147-9554	BRIGGS RD	877665	\$	1.28
FREEZE NELSON RAY	FREEZE TRACEY D	PO BOX 258	NA	LANDIS	NC	28088-0258	W RIDGE ST	868231	\$	12.06
FULK WESLEY LANE	NA	1350 LEGION CLUB RD	NA	SALISBURY	NC	28146-0343	1362 LEGION CLUB RD	873394	\$	369.40
FUNDERBURK JACOB PAUL	NA	125 HAPPY HOLLOW RD	NA	ROCKWELL	NC	28138	2010 KIAM PERMTAG AD67019	872789	\$	45.38
GARDNER CONRAD DEAN & WF	GARDNER CORINNA B	910 SELLS RD	NA	SALISBURY	NC	28144-9437	910 SELLS RD	874068	\$	182.37
GARHART LADONNA WILSON	NA	1403 WELLINGTON HILLS CIR	NA	SALISBURY	NC	28147-7969	1403 WELLINGTON HILLS CIR, 1403	868642	\$	1.23
GEFEN HANAN & WF	GEFEN CARMELIT	618 HIDDEN CREEK CIRCLE	NA	SALISBURY	NC	28147-0000	618 HIDDEN CREEK CIR	874075	\$	18.45
GIBBS JOHNNY LEROY	NA	10836 MARYANNA CT	NA	CHARLOTTE	NC	28213	GHEEN RD	872429	\$	1.64
GIFFORD JACK W	NA	140 MIDDLEBROOK DR	NA	ROCKWELL	NC	28138-6772	140 MIDDLE BROOK DR	869192	\$	1.00
GINN ROBERT DALE	NA	3540 POTNECK RD	NA	WOODLEAF	NC	27054-9435	3540 POTNECK RD	877850	\$	1.67
GIUFFRIDA JOSETTE MARIE	NA	16650 MOORESVILLE RD	NA	MOORESVILLE	NC	28115-6934	1979 ASTROGLASS	880877	\$	1,910.34
GOBLE LE-NEA SHERRILL	NA	9375 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-7667	475 ORGAN CHURCH RD	870401	\$	2.45
GOINS RITA HUDSON	NA	4357 SHILOH CHURCH RD	NA	DAVIDSON	NC	28036-0000	308 DAYBROOK DR	872729	\$	1,110.00
GOINS WILLIAM ALLEN	GOINS CONNIE SKIPPER	712 MAPLE RIDGE CIR	NA	SALISBURY	NC	28147-6748	712 MAPLE RIDGE CIR	875057	\$	5.04
GOODMAN STEVEN PRESTON	NA	2350 DEAL RD	NA	MOORESVILLE	NC	28115-6724	1987 LONG PERMTAG AE52905	873200	\$	3.00
GOODMANS LAWN & GARDEN	NA	10301 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138	2006 HUDS PERMTAG AB74122	878603	\$	510.57
GOODSON LARRY	NA	7610 CRESTWOOD DR	NA	KANNAPOLIS	NC	28081	7610 CRESTWOOD DR	878036	\$	2.03
GRAHAM STEVEN EDWARD & WF	GRAHAM DIANE COOK	2240 BARRINGER RD	NA	SALISBURY	NC	28147-9522	1965 FORD	880427	\$	1,535.23
GRAHAM SYLVIA FOWLER	NA	440 WOODLAND DR	NA	CHINA GROVE	NC	28023-8511	440 WOODLAND DR	868444	\$	2.25
GRAHAM WYATT FLOYD JR	NA	1980 SLOAN RD	NA	MOUNT ULLA	NC	28125-8795	SLOAN RD	877717	\$	76.82
GRANT OLIVER LEOPOLDO	NA	1020 COLLEGE AVE APT A-11	NA	ATHENS	GA	30601	918 S LONG ST	873491	\$	4.36
GUTIERREZ-GARCIA CAYETANO & WF	TREJA MARIA LUISA CRUZ	113 MARY ST	NA	KANNAPOLIS	NC	28081-0000	113 MARY ST	874230	\$	191.28
HAMMOND RUDOLPH JOSEPH & WF	HAMMOND FAYE	268 S ENOCHVILLE AVE	NA	KANNAPOLIS	NC	28081	268 S ENOCHVILLE AV	879955	\$	1,321.31

HANKINS ARLENE	NA	109 STONEWALL RD	NA	SALISBURY	NC	28144	109 STONEWALL RD	874954	\$	3.34
HARPER JAMES E	HARPER JANE M	5021 PIN OAK DR NW	NA	ROANOKE	VA	24019-2509	WYATT GROVE CHURCH RD	879833	\$	257.06
HARTMAN JOYCE W	HARTMAN SHANNON DALE	370 TED LN	NA	SALISBURY	NC	28146-2331	2005 EQUIP	872728	\$	3.77
HARTSELL RONNIE L	HARTSELL SUE S	273 FLOWERING TREE LN	NA	ROCKWELL	NC	28138-6508	273 FLOWERING TREE LN	876792	\$	1.20
HAZLETT SHEILA RUFTY	NA	1020 SELLS RD	NA	SALISBURY	NC	28144	1020 SELLS RD	873407	\$	3.13
HEGLAR DWAYNE & WF	HEGLAR ANNIE WRENN	17612 MOORESVILLE RD	NA	MOORESVILLE	NC	28115-6973	435 RANCHWOOD DR	877302	\$	112.58
HELMS KENNETH B & WF	HELMS CARAMIA L	533 PALMER RD	NA	ROCKWELL	NC	28138-9368	533 PALMER RD	871859	\$	17.10
HENRICKSON MARGARET KAY	NA	920 SUNSET DR	NA	SALISBURY	NC	28147-9177	920 SUNSET DR	878952	\$	3.09
HILDEBRAND RICKY A	HILDEBRAND JUDY R	1220 HILDEBRAND RD	NA	SALISBURY	NC	28147-8423	1220 HILDEBRAND RD	870156	\$	20.50
HILTON BETTY G	NA	6026 STATESVILLE BLVD	NA	SALISBURY	NC	28147-7479	1984 MARSHFIELD 00014 00080	876034	\$	30.69
HINSON PATRICIA LEIGHT	NA	1620 WILTSHIRE RD	NA	SALISBURY	NC	28144-2247	1620 WILTSHIRE RD	869520	\$	15.76
HO BINH DOAN QUOC T/A	MY NAILS & TAN	2829 N CANNON BLVD	NA	KANNAPOLIS	NC	28083-9124	CLASS SP ASM# 000	873010	\$	15.06
HOAGIES INC 57782	SUBWAY SANDWICHES & SALADS	PO BOX 12075	NA	CHARLOTTE	NC	28220-2075	CLASS SP ASM# 000	870873	\$	9.01
HOLT J FRANCIS & WF	HOLT ALMEADER S	316 S LLOYD ST	NA	SALISBURY	NC	28144-4045	316 LLOYD ST	876488	\$	5.92
HONEYCUTT LYNN	HONEYCUTT BRIAN THOMAS	1670 MOUNT VERNON RD	NA	WOODLEAF	NC	27054-9631	1670 MT VERNON RD	869693	\$	4.09
HOUCK STEPHEN F	NA	9000 MCGREGOR FARM DR	NA	MECHANICSVILLE	VA	23116-6586	100 DEVONSHIRE LN	876298	\$	14.25
HOWARD S IRVIN PA	NA	P O BOX 1198	NA	CONCORD	NC	28026-1198	111 S CHAPEL ST	873490	\$	29.50
HUFFMAN DARLENE BARBEE & HUS	HUFFMAN RODNEY CLEA	2030 CHANTILLY LN	NA	SALISBURY	NC	28146-0000	2030 CHANTILLY LN	878978	\$	4.93
HUFFMAN GINA R	NA	320 GRANT RD	NA	SALISBURY	NC	28146-8424	1989 TIDWELL 00014 00070	876366	\$	13.37
HUGHES WILLIAM	NA	5535 US HIGHWAY 601	NA	SALISBURY	NC	28147-8797	5535 US 601 HWY	881179	\$	2.01
HUNTER CARRIE LEE	NA	313 DAKOTA ST	NA	KANNAPOLIS	NC	28083-6929	LOWER STONE CHURCH RD	868477	\$	23.85
ISENHOUR DAVID CAIN	NA	PO BOX 1893	NA	SALISBURY	NC	28145-1893	1996 JOHNSON O/B	878399	\$	20.88
ITC LAND LLC	NA	301 S MAIN ST STE 102	NA	SALISBURY	NC	28144-4945	301 S MAIN ST	876621	\$	233.97
JACKSON DOCK L JR	NA	2294 DRESDEN ST	NA	COLUMBUS	OH	43211-2268	404 S CLAY ST	876776	\$	1.86
JACQUES CRYSTAL H	NA	135 SECHLER ST	NA	CHINA GROVE	NC	28023-8653	150 SECHLER ST	873200	\$	59.41
JNDY PROPERTIES LLC	NA	474 JAKE ALEXANDER BLVD W	NA	SALISBURY	NC	28147-1365	415 MINING AV	875834	\$	7.00
JOHNSON BARRY &	JOHNSON MARY	1402 MEADOW CREEK DR	NA	CHINA GROVE	NC	28023-0000	1402 MEADOWCREEK DR	872505	\$	1.35
JONES JEREMIAH	NA	2405 LONG FERRY RD	NA	SALISBURY	NC	28146-8440	2405 LONG FERRY RD	870136	\$	5.38
JULIAN JIMMIE LEE	JULIAN CAROL D	117 OHARA DR	NA	SALISBURY	NC	28147-8721	1968 VOLKS	873630	\$	10.73
JULIAN WILLIAM T & WF	JULIAN PATRICIA M	PO BOX 396	NA	FAITH	NC	28041-0396	123 S MAIN ST	871977	\$	3.83
KANE PATRICK	NA	408 LANDIS OAK WAY	NA	LANDIS	NC	28088-0000	408 LANDIS OAK WAY	875966	\$	1,561.12
KEITH CARRIE ETTA	NA	790 BERNHARDT RD	NA	SALISBURY	NC	28147-0000	790 BERNHARDT RD	880306	\$	63.54
KIMBALL DONNA S	NA	335 DOCKS DR	NA	CHINA GROVE	NC	28023-0000	202 W 20TH ST	869903	\$	1,744.53
KLUTTZ GEORGE F ET AL	NA	520 S FULTON ST	NA	SALISBURY	NC	28144-5338	101 N MAIN ST	879798	\$	19.06
LAUDER KENNETH LEIGH	NA	1540 SLOAN RD	NA	MOUNT ULLA	NC	28125-8792	1540 SLOAN RD	873526	\$	3.94
LAWSON JOHN GRANT SR	NA	6230 S MAIN ST	NA	SALISBURY	NC	28147-8301	6230 S MAIN ST	877001	\$	2.39
LAZORKO EDWARD	NA	5831 REGENT RD	NA	VENICE	FL	34293-0000	AMERICAN QUARRY RD	879786	\$	13.02
LENTZ KEVIN A	NA	740 MISENHEIMER RD	NA	ROCKWELL	NC	28138-0000	740 MISENHEIMER RD	869562	\$	11.14
LIBERTY BLDG & DEVELOPMENT INC	NA	10100 BAILEY RD	NA	CORNELIUS	NC	28031-0000	1007 LEXINGTON AV	869833	\$	734.21
LINDSAY SHANTE ALISHA	NA	1006 ALTA WAY	NA	KANNAPOLIS	NC	28081-0000	1006 ALTA WAY	875345	\$	186.76
LINKER DAVID LEE & WF	LINKER PEGGY S	760 PATTERSON RD	NA	SALISBURY	NC	28147-6607	760 PATTERSON RD	877661	\$	6.07
LINKER PEGGY SLOOP	NA	760 PATTERSON RD	NA	SALISBURY	NC	28147-0000	720 PATTERSON RD	877643	\$	3.96
LITTLE BRUCE M	NA	1315 JULIUS DR	NA	SALISBURY	NC	28147-6812	1315 JULIUS DR	871285	\$	2.21
LOVE JONATHAN S T/A	LOVES AUTO REPAIR	PO BOX 452	NA	FAITH	NC	28041-0452	CLASS SP ASM# 000	873192	\$	112.44
LOWE MERRIN	NA	9970 NC HWY 801	NA	MOUNT ULLA	NC	28125-0000	9970 NC 801 HWY	876050	\$	1,511.57
LOWMAN CHRISTOPHER A & WF	LOWMAN BEVERLY	2460 AGNER RD	NA	SALISBURY	NC	28146-0000	2460 AGNER RD	872428	\$	173.51
LUCAS BILLY EDWARD JR	NA	5345 LONG FERRY RD	NA	SALISBURY	NC	28146-8485	1995 ALUMACRAFT 1232	879674	\$	49.36
LUDWICK MARK LEE	NA	815 LENTZ RD	NA	CHINA GROVE	NC	28023-8437	815 LENTZ RD	870622	\$	21.65
LYERLY PAIGE F	NA	1413 GREEN MOUNTAIN DR	NA	WAKE FOREST	NC	27587	ST MATTHEWS CHURCH RD	868830	\$	1.20
MAMBO GRILL & TAPAS LLC	MG LOUNGE	105 WHITNEY CT	NA	SALISBURY	NC	28146-8634	SECT SCH D10 CLASS EQ ASM# 00	871109	\$	275.42
MARTIN WILLIAM BERNARD III	NA	3608 SCHOOL HOUSE LN	NA	CHARLOTTE	NC	28226-6640	613 5TH ST	871474	\$	58.71

MCCALLUM PERRY LAVOSSE	NA	1054 BURKESWAY DR	NA	SALISBURY	NC	28146-8670	1987 TOYT TK	868776	\$	3.02
MCCOMBS RAY VERNE & WF	MCCOMBS MARY ELLEN	PO BOX 185	NA	FAITH	NC	28041-0185	2001 BATTLE ST	871725	\$	247.14
MCCUBBINS WILLIAM R III & WF	MCCUBBINS KATHY G	3885 PATTERSON RD	NA	CHINA GROVE	NC	28023-7739	3885 PATTERSON RD	875051	\$	1.98
MCGRAW JOHN	NA	53 SOARING BIRD CT	NA	LAS VEGAS	NV	89135-7866	254 VILLAGE CREEK WAY	869070	\$	403.74
MCKENZIE KEITH DOUGLAS	MCKENZIE DEVIN ALEXANDER	PO BOX 191	NA	MOCKSVILLE	NC	27028-0000	310 S FISHERMANS LN	869027	\$	475.89
MERCIER DOUGLAS A	ROBICHAUD-MERCIER RENE	5575 SAM BROADWAY LOOP	NA	KANNAPOLIS	NC	280818830	STRATUS DR	873700	\$	1,025.09
MOHR RENTALS LLC	% THOMAS MOHR	4729 CTH Q	NA	MANITOWOC	WI	54220-0000	704 EVELYN AV	871602	\$	205.69
MOORE ALLEN W	MOORE LINDA K	2644 WYOMING DR	NA	KANNAPOLIS	NC	28081-8378	2644 WYOMING DR	872532	\$	1.29
MORGAN GILBERT JR	NA	270 MORGAN RD	NA	GOLD HILL	NC	28071-7697	1991 MONARK MARINE	868793	\$	18.25
MORGAN ROBERT LEE JR & WF	MORGAN KATIE H	118 N MILFORD DR	NA	SALISBURY	NC	28144-2149	118 N MILFORD DR	877610	\$	125.00
MOST INVESTMENTS LLC	NA	2301 W MOREHEAD STE C	NA	CHARLOTTE	NC	28208-0000	521 W 8TH ST	875972	\$	752.44
NAIL CHARLES P	NA	302 HARTLEY RD	NA	MOCKSVILLE	NC	27028	455 JESSE SAFRIT RD	877237	\$	171.17
NANCE & OVERBEY PLLC	NA	214 E INNES ST	NA	SALISBURY	NC	28144	614 N SALISBURY AV	875215	\$	120.18
NANCE & OVERBEY PLLC	NA	214 E INNES STREET	NA	SALISBURY	NC	28144	PINE HILL RD	868961	\$	85.45
NOAHS PLAYLOFT PRESCHOOL INC	KLUTTZ ROBIN M	305 S LINK AVE	NA	SALISBURY	NC	28144-2526	CLASS SP ASM# 000	870133	\$	1,391.55
OWENS JAMES DOUGLAS &	OWNES GLENDA D	115 N FRANKLIN ST	NA	CHINA GROVE	NC	28023-2049	115 N FRANKLIN ST	876590	\$	8.53
OWENS SUSAN DIANE	NA	2690 LONDON RD	NA	MOORESVILLE	NC	28115-9537	2690 LONDON RD	875182	\$	1.48
PEELER JEFFREY P	NA	702 W CAMPBELL AVE	NA	GRANITE QUARRY	NC	28146-7871	702 W CAMPBELL AV	873395	\$	3.54
PENNINGTON KARYN	NA	425 SHORT CUT RD	NA	CHINA GROVE	NC	28023-7701	425 SHORT CUT RD	872144	\$	2.70
PERDUE, DWAYNE M	GRIGOLETTI, IRENE E	229 E DELL RD	NA	BATH	PA	18014-9576	108 BRADFORD CT	872495	\$	20.00
PERRY BRITTANY JORDAN	NA	213 DEPOT ST	NA	ROCKWELL	NC	28138-0000	213 DEPOT ST	868604	\$	2.57
PERRY JAMES C	NA	2435 LIBERTY RD	NA	GOLD HILL	NC	28071-7620	2435 LIBERTY RD	868246	\$	73.48
PETHEL RICKIE LYNN	PETHEL DEBBY BOST	290 EMMA RD	NA	CHINA GROVE	NC	28023-6798	290 EMMA RD	879155	\$	2.85
PETREA CORA J	NA	1903 MOOSE RD	NA	KANNAPOLIS	NC	28083-3079	1903 MOOSE RD	868389	\$	2.16
PHILLIPS BERD F JR & WF	PHILLIPS JOAN B	855 NEY ST	NA	KANNAPOLIS	NC	28083-8300	855 NEY ST	871388	\$	1.82
PHILLIPS ZENOBIA	NA	710 LONG ST	NA	KANNAPOLIS	NC	28083-4532	ZION CHURCH RD	870131	\$	1.13
PIEDMONT ALLOY INC	NA	PO BOX 545	NA	SPENCER	NC	28159-0545	SECT SCH A10 CLASS EQ ASM# 00	869579	\$	2.42
PINEDA RICARDO	NA	1035 REDHAVEN DR	NA	SALISBURY	NC	28144	2012 DODG MP	870866	\$	213.82
PLUMMER KENNETH ANDERSON	NA	570 CHINA GROVE RD	NA	CHINA GROVE	NC	28023	570 CHINA GROVE RD	879955	\$	96.65
PLUMMER KENNETH ANDERSON	NA	570 CHINA GROVE RD	NA	CHINA GROVE	NC	28023	CHINA GROVE RD	879955	\$	152.35
PLUMMER KENNETH ANDERSON	NA	570 CHINA GROVE RD	NA	CHINA GROVE	NC	28023	2005 TRACKER JON BT GRISSLEY	879955	\$	34.69
POOLE TIMOTHY W & WF	POOLE DONNA W	PO BOX 875	NA	GRANITE QUARRY	NC	28072-0875	734 N MAIN ST	869439	\$	8.89
PRESLEY JACOB & WF	PRESLEY ROSE MARIE	8097 LONGBRIAR DR	NA	KANNAPOLIS	NC	28081-8597	8097 LONGBRIAR DR	874405	\$	1.45
PRESNELL DENNIS R	NA	223 WINDSOR DR	NA	SALISBURY	NC	28144-7722	223 WINDSOR DR	872201	\$	15.30
PRICE JOHNNY EUGENE & WF	PRICE RUTH ELAINE	230 N 2ND ST	NA	CHINA GROVE	NC	28023-6518	230 N 2ND ST	873459	\$	1.13
R & L AUTOS LLC	NA	1500 JAKE ALEXANDER BLVD S	NA	SALISBURY	NC	28146	1500 S JAKE ALEXANDER BLVD	877513	\$	2,918.64
RAYMER FRANKIE L & WF	RAYMER FRANDA KAY	835 BALFOUR QUARRY RD	NA	SALISBURY	NC	28146	1971 TRAI PERMTAG AB32279	876419	\$	557.81
REYNOLDS LAWRENCE E	NA	540 CAMPBELL RD	NA	CHINA GROVE	NC	28023-0000	540 CAMPBELL RD	875424	\$	173.87
RICKY TROUTMAN	DONNA TROUTMAN	21380 OLD BEATTY FORD ROAD	NA	GOLD HILL	NC	28071	1280 WYATT GROVE CHURCH RD	870855	\$	29.98
RITCHIE PHYLLIS DIANA	NA	545 PETHEL RD	NA	CHINA GROVE	NC	28023-6590	545 PETHEL RD	874310	\$	3.15
ROGERS TAMMY G	NA	PO BOX 818	NA	DENTON	NC	27239-0000	110 STILLWATER RD	876745	\$	7.98
ROLLINS MELISSA PREVETTE	ROLLINS ROBERT RICHARD	3930 LONG FERRY RD	NA	SALISBURY	NC	28146-8465	3920 LONG FERRY RD	870817	\$	4.24
ROSEMAN INVESTMENT LLC	NA	6060 CHISOLM TRL	NA	KANNAPOLIS	NC	28081-8394	101 MARY ST	871870	\$	588.30
ROSEMAN LOUISE MEDLEY	NA	380 BLUE WATERS DR	NA	SALISBURY	NC	28146-8770	200 W PARK DR	874027	\$	4.04
RUDD NANCY SUE	NA	2006 ROBIN RD	NA	SALISBURY	NC	28144-2310	2006 ROBIN RD	877004	\$	3.36
RUSSELL DOUGLAS	HOUSTON LEVATTA R	715 HOLMES ST	NA	SALISBURY	NC	28144-0000	715 HOLMES ST	878172	\$	167.71
RUSSELL MARIAN	NA	2190 MADISON AVE APT 8B	NA	NEW YORK	NY	10037-2232	HAWKINS AV	876031	\$	30.77
S & L PROPERTIES OF CARO	NA	2980 LONG FERRY RD	NA	SALISBURY	NC	28146-8449	4755 US 601 HWY	879839	\$	638.43
SALINAS MARTHA A	NA	347 BLUEFIELD DR	NA	CHINA GROVE	NC	28023	2016 FREE PERMTAG AD74747	880401	\$	27.59
SAYAVONG CHANTHY	NA	170 FOUR LAKES DR	NA	CLEVELAND	NC	27013-8995	1992 BRUN S/V P-TAG AC12019	872323	\$	3.32
SCHENK TIMOTHY W	SCHENK NANCY	175 BARGER ESTATES DR	NA	SALISBURY	NC	28147-9562	1965 FORD MUSTANG FA	869918	\$	78.67

SCHENK TIMOTHY W & WF	SCHENK NANCY	175 BARGER ESTATES DR	NA	SALISBURY	NC	28147-9562	1965 FORD MUSTANG FA	869854	\$ 1,007.84
SCHWEIZER WILLIAM T	NA	418 STEWBEN AVE	NA	FORKED RIVER	NJ	08731-0000	3050 SHUE RD	870067	\$ 5.16
SCOGGINS RENTALS	NA	285 PAULOWNIA DR	NA	CHINA GROVE	NC	28023-5629	315 MENIUS RD	876833	\$ 329.45
SECHLER CATHEY W	NA	945 SHINN FARM RD	NA	MOORESVILLE	NC	28115-8298	1994 CM PERMTAG	880256	\$ 64.18
SEMBER SUSAN THURSTON	NA	120 CONFEDERATE AVE	NA	SALISBURY	NC	28144-0000	428 MAHALEY AV	870161	\$ 3.94
SEMBER SUSAN THURSTON	NA	120 CONFEDERATE AVE	NA	SALISBURY	NC	28144-0000	716 W HENDERSON ST	870160	\$ 3.37
SEMBER SUSAN THURSTON	NA	120 CONFEDERATE AVE	NA	SALISBURY	NC	28144-2715	120 CONFEDERATE AV	870162	\$ 7.97
SEMBER SUSAN THURSTON	NA	120 CONFEDERATE AVE	NA	SALISBURY	NC	28144-2715	524 WILEY AV	870159	\$ 1.94
SHANO KIMMIE D	NA	486 HOMELAND DR	NA	CHINA GROVE	NC	28023	486 HOMELAND D R	870671	\$ 81.49
SHEEKES KINARD PARK	NA	450 ROCK GROVE CHURCH RD	NA	SALISBURY	NC	28146-0318	450 ROCK GROVE CHURCH RD	878016	\$ 2.00
SHERRILL MOLLIE D	ALLEN VICKI C	3155 BROWN RD	NA	MOUNT ULLA	NC	28125-9785	3155 BROWN RD	870499	\$ 3.51
SHINN CARRIE E	NA	PO BOX 363	NA	ROCKWELL	NC	28138-0363	502 CHINA GROVE HWY	871380	\$ 9.00
SHIVE DORIS REAVIS	NA	1120 RAINEY RD	NA	SALISBURY	NC	28146-8978	1120 RAINEY RD	880662	\$ 250.91
SIDES AUTO WORLD	NA	PO BOX 658	NA	GRANITE QUARRY	NC	28072-0658	540 MAINSAIL RD	877897	\$ 926.87
SIDES WARRNIE R & WF	SIDES BESSIE C	1235 BRIARWOOD TER	NA	SALISBURY	NC	28147	1235 BRIARWOOD TER	868898	\$ 3.03
SIMS JOSEPH LON II	NA	6313 ELK TRL	NA	SALISBURY	NC	28147-9709	1987 BAYLINER	872053	\$ 6.89
SMITH CARL DONALDSON JR & WF	SMITH TRACY P	4245 FISH POND RD	NA	SALISBURY	NC	28146-8061	4245 FISH POND RD	878803	\$ 2.52
SMITH HARRY G TRUSTEES	SMITH DEBORAH C	120 MIDSAIL RD	NA	SALISBURY	NC	28146-1443	120 MIDSAIL RD	877803	\$ 11.16
SMITH JIMMY LEE	NA	1025 SUNRISE LN	NA	BOONVILLE	NC	27011	1993 HOND ULX 4S ACCORD LX	869606	\$ 9.70
SMITH JOHN HENRY JR &	SMITH VERNIE H	PO BOX 253	NA	CLEVELAND	NC	27013-0000	500 MIMOSA ST	868420	\$ 2.38
SMITH JOSEPH EDWARD	NA	1565 GOODNIGHT RD	NA	SALISBURY	NC	28147-8514	1565 GOODNIGHT RD	868463	\$ 3.80
SMITH PATSY RUTH	NA	526 FOSTER LN	NA	SALISBURY	NC	28146-6057	526 FOSTER LN	868431	\$ 2.13
SMITH RICHARD B & WF	SMITH VERONICA P	1015 CARTER LOOP RD	NA	ROCKWELL	NC	28138-9550	1015 CARTER LOOP RD	868496	\$ 2.00
SPENCER ZANDRA H	NA	175 FRANCES ST	NA	SALISBURY	NC	28147-9009	175 FRANCES ST	872669	\$ 6.28
SPILLMAN DEBORAH A	C/O HANDI CUPBOARD, INC	PO BOX 738	NA	COOLEEMEE	NC	27014-0738	175 NC 801 HWY	874526	\$ 1,205.37
SPILLMANS AUTO	NA	PO BOX 738	NA	COOLEEMEE	NC	27014-0738	370 ERWIN TEMPLE CHURCH RD	874335	\$ 44.61
STILTNER EDWARD A & WF	STILTNER KAREN A	150 FOREST ST	NA	ROCKWELL	NC	28138-9732	1999 TRLS SVALUE AC45352	880313	\$ 251.83
STIREWALT CAMILLA Y	FARM EQUIPMENT	180 BUTTERFLY LN	NA	ROCKWELL	NC	28138-7411	SECT SCH U10 CLASS EQ ASM# 00	871722	\$ 41.93
STRIPLIN DURWIN R & WF	STRIPLIN CARYN D	1195 BLAZE DR	NA	MOUNT ULLA	NC	28125-7800	BLAZE DR	868579	\$ 1.98
SWAIN GROUP OF INVESTORS LLC	NA	2160 CONNER COVE LN	NA	DENVER	NC	28037-8882	224 CAROLINA BLV	868612	\$ 7.18
TALLARDY HENRIETTA M	NA	1135 BRIARWOOD TER	NA	SALISBURY	NC	28147-8233	1135 BRIARWOOD TER	872606	\$ 93.99
TALLEY DAVID DANIEL	NA	3319 EARNHARDT RD	NA	ROCKWELL	NC	28138-8539	2007 ROUGHNECK BY LOWE	869874	\$ 18.38
TANNEHILL MYRA	NA	4755 NC 801 HWY	NA	WOODLEAF	NC	27054-9478	705 N CRAIGE ST	872722	\$ 1,003.60
TATE LESLIE DANIEL	TATE KIMBERELY COLLINS	206 PARK ST	NA	CHINA GROVE	NC	28023-2128	206 PARK ST	875183	\$ 1.87
TATE-ATKINS DIONE	NA	518 WESTSIDE CIR	NA	CHINA GROVE	NC	28023-0000	518 WESTSIDE CIR	868732	\$ 36.33
TAYLOR BYRON CLAY	TAYLOR JACQUELINE B	PO BOX 578	NA	ROCKWELL	NC	28138-0578	403 BRIARCLIFF RD	878567	\$ 468.60
TEHRANI ENAYATOLLAH K & WF	KHATAMBASKSH FATANEH T	5120 INGLEBURN LN	NA	HUNTERSVILLE	NC	28078-0000	2600 N CANNON BLVD	870404	\$ 13.23
THE SPERRY LAW FIRM PC	NA	15801 BRIXHAM HILL AVE STE 225	NA	CHARLOTTE	NC	28277	225 EVERGREEN DR	876962	\$ 10.00
THOMAS BRETT AVERY	NA	1800 NC 152 E	NA	CHINA GROVE	NC	28023-8485	ROMANS RD	880439	\$ 7.49
THOMAS DANIEL JAMES	NA	1199 GILLAN DR	NA	SALISBURY	NC	28146-6984	1999 TOYT UVL 4S COROLLA	873268	\$ 144.59
THOMAS MARVA JANE	NA	1125 HAWKSBURY DR	NA	CHINA GROVE	NC	28023-7303	1125 HAWKESBURY DR	877634	\$ 4.39
TJ'S LAWN SERVICE	T J JENKINS OWNER	455 CANNON FARM RD	NA	CHINA GROVE	NC	28023	230 SHUFFLER WOODS RD	878122	\$ 4.09
TREXLER MICHAEL LEE	NA	915 PHANIEL CHURCH RD	NA	ROCKWELL	NC	28138-7601	915 PHANIEL CHURCH RD	869545	\$ 1.36
VARANASI LLC	NA	1908 SINCLAIR TER	NA	BURLINGTON	NC	27215-0000	11260 STATESVILLE BLVD	872569	\$ 6.90
VERNER CHRIS H &	POULTON GAIL A	530 ROGER DR	NA	SALISBURY	NC	28147-8879	530 ROGER DR	868615	\$ 3.65
VIELMAN JORGE	VIELMAN GINI	4982 BRIAN CENTER LN	NA	WINSTON SALEM	NC	27106	LONG FERRY RD	873246	\$ 10.01
VINCENT MARION EDWARD & WF	VINCENT GILDA STAMPER	PO BOX 336	NA	ROCKWELL	NC	28138-0336	2030 OAK FARM RD	875783	\$ 114.59
VLS BUILDERS LLC	NA	320 MAPLE LEAF RD	NA	ROCKWELL	NC	28138-0000	1220 LONG CREEK LN	874558	\$ 211.08
WADE MYERS GRADING	NA	230 W RIDGE RD	NA	SALISBURY	NC	28147-0000	410 WEBB RD	873246	\$ 44.66
WALKER JEFFREY WAYNE	WALKER SANDRA MATTHEWS	225 TED LN	NA	SALISBURY	NC	28146-2330	225 TED LN	875300	\$ 1.00
WALSER STACY T JR	WALSER LOREEN C	116 LANCELOT RD	NA	SALISBURY	NC	28147-8995	2000 JOHNSON O/B	868881	\$ 1.92

WALTER HENRY MONROE JR & WF	WALTER BARBARA C	770 PINE RIDGE RD	NA	CHINA GROVE	NC	28023-6643	1962 FORD FAIRLANE	872658	\$	1.10
WARD EMMITT A II & WF	WARD KAREN R	385 WAYSIDE DR	NA	GOLD HILL	NC	28071-6626	385 WAYSIDE DR	877613	\$	1.77
WEBB DORIS	NA	1218 ARBOR DR	NA	SALISBURY	NC	28144-2104	1218 ARBOR DR	871319	\$	1.57
WELLS FARGO HOME MORTGAGE	NA	PO BOX 10335	NA	DES MOINES	IA	50306-0335	418 S IREDELL AV	870861	\$	242.95
WELLS VIRGINIA	NA	1030 GRADY ST	NA	SALISBURY	NC	28144-3849	1030 GRADY ST	878057	\$	11.31
WHIDDEN WILLIAM K	NA	702 COURT SIDE DR	NA	SALISBURY	NC	28144-0000	702 COURT SIDE DR	877340	\$	3.00
WHITAKER CHRISTINE CRISCO	NA	190 ZANA LN	NA	CHINA GROVE	NC	28023-5528	190 ZANA LN	868576	\$	1.55
WHITE ADAM JUSTICE	NA	211 SOWERS FERRY RD	NA	SALISBURY	NC	28144-0000	BURLESON PT	875847	\$	181.14
WHITE LEWIS MELVIN	NA	1102 N RIDGE AVE	NA	KANNAPOLIS	NC	28083-1707	1102 N RIDGE AV	871802	\$	4.53
WILHELM N C	WILHELM T L	485 GOODNIGHT RD	NA	SALISBURY	NC	28147-8503	485 GOODNIGHT RD	868902	\$	13.95
WILKERSON JIMMIE CHARLES	NA	1148 JOEL ST	NA	CHINA GROVE	NC	28023-5526	1148 JOEL ST	874357	\$	11.68
WILLIS TERESA D	NA	2225 WOODCREST DR	NA	KANNAPOLIS	NC	28081-9612	2225 WOODCREST DR	874035	\$	1.59
WILSON STEVE	NA	8530 STOKES FERRY RD	NA	SALISBURY	NC	28146-5537	2001 HD XL883C	879845	\$	56.36
WNCVS LLC	NA	120 E COUNCIL ST SUITE 200	NA	SALISBURY	NC	28144-5816	1910 W JAKE ALEXANDER BLVD, 201	877794	\$	4,513.44
WOLF SHERRY LEE	WOLF GERHARD BERNHARD	110 TRANQUIL LAKE DR	NA	CHINA GROVE	NC	28023-8573	110 TRANQUIL LAKE DR	877776	\$	5.56
WOODS PROFESSIONAL CLEANING &	CONSULTATION INC	1209 LANDOVER DR	NA	SALISBURY	NC	28147-9295	CLASS SP ASM# 000	872994	\$	27.66
WYLC INC	% DEBORAH GARMON	401 N BEAVER ST	NA	LANDIS	NC	28088	SECT SCH D10 CLASS EQ ASM# 00	871314	\$	12.33
ZIMMERMAN NANCY JOHNSTON	NA	15 OAK RD	NA	SALISBURY	NC	28144-6909	15 OAK RD	871482	\$	33.12
MARIAN RUSSELL	NA	2190 MADISON AVE APT 8B	NA	NEW YORK	NY	10037	HOLLYWOOD DR	876310	\$	20.25
								TOTAL:	\$	47,996.99

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: January 10, 2019
SUBJECT: Grant Request for the Robertson Foundation - DSS and One Church One Child

The Rowan County Department of Social Services and One Church One Child seek permission to request a grant for the Julian Robertson Foundation. OCOC is requesting \$9,950 for new beds and car seats for neglected children on our community. No matching funds will be required.

ATTACHMENTS:

Description	Upload Date	Type
2019 Blanche and Julian Robertson Foundation Grant Request	1/10/2019	Cover Memo

**The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon
Program Name :A Child's Future-New Beds/Car Seats for Neglected Kids**

Applicant View

Organization Information

Organization Information	
*Organization Name:	Rowan County DSS Rowan One Church One Child Program
Mailing address:	
*Street Address	1813 E. Innes St
*City:	Salisbury
*State:	North Carolina
*Zip:	28146
*Telephone:	704-267-7996
Fax:	
Web Address:	www.rowancountync.gov/rococ
Application Contact Information	
*Salutation:	Rev.
*Contact First Name:	Jon
*Contact Last Name:	Hunter
*Title:	ROCOC Program Coordinator
*Telephone:	704-267-7996
*Email Address:	jon.hunter@rowancountync.gov
*Is the contact person listed above also the Executive Director?	No
*Executive Director First Name:	Donna
*Executive Director Last Name:	Fayko
Organization Status	
*Is the organization a tax exempt charitable organization 501(c)3:	No
Is your organization a:	
*Government tax-exempt unit:	Yes
*Accredited educational Institution:	No
*Is the organization an affiliate of the United Way?	No
*What are the current Assets of the organization?	\$33,917.00
*Does your organization conduct an audit?	Yes
*What is your most recent audit date?	6/30/2018
*What is your annual operating budget?	\$65,300
*List your income from the previous fiscal year:	\$59,655
*List your expenses from the previous fiscal year:	\$60,482

Project Request Information

Project Request Information	
*Project Title:	A Child's Future-New Beds/Car Seats for Neglected Kids
*Grant request amount:	\$9,950
*Total Project Budget :	\$65,300
*Start date:	4/01/2019
*Completion date:	12/31/2019
*Provide a brief project summary (Max words 50):	
ROCOC provides beds/car seats for children receiving Child Protective Services. DSS receives no government funds for beds/car seats. Beds/car seats are provided free to caregivers who receive no funding assistance, maintaining the child with the birth family, preventing the child from foster care placement, thus strengthening the family and community.	
*Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used)? (Max words 500)	

**The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon**

ROCOC is a partnership between RCDSS, 79 Rowan County churches, citizens, and community partners that assist children and teenagers from birth through age 21. The children are victims of abuse, neglect, or dependency who are actively receiving Child Protective or Foster Care Services from RCDSS.

ROCOC unites RCDSS, the faith community, foundations, citizens, businesses and community partners seeking to improve the lives of children and teenagers, who are experiencing trauma due to being victims of neglect or abuse. These entities donate financial gifts and provide grant funds to the RCDSS ROCOC Assistance Fund. Donated funds are managed by DSS and Rowan County Government Finance offices. 100% of funds are used for client assistance. Families may receive no more than \$650 in assistance. Social Workers must request assistance for a family through a case history referral form. Requests are screened, approved or denied by the ROCOC Program Coordinator and the Supervisor. The social worker or the family sign a receipt indicating receipt of the purchased items.

ROCOC has an Assistance Center at Main Street United Methodist Church in Salisbury, North Carolina. Clients upon receiving a referral from their social worker, can come and receive life essential items. The Center is staffed by volunteers except for the ROCOC Program Coordinator who is a paid by RCDSS.

From January 2007 to December 31, 2018, assistance has been given to children, teenagers and families, 17,424 times.

Purchases of life essential items have increased from:

- 365 (2015) to 472 (2016) = 23%
- 472 (2016) to 550 (2017) = 16.53%
- 550 (2017) to 616(2018) = 12%

The greatest need and expense continues to be beds for children and teenagers.

Bed cost represent the following percentage of total budget expenditures in:

- 2015 – 59%
- 2016 – 58.14%
- 2017 – 61%
- 2018 - 60%

Bed purchase cost increased from:

- \$15,073.22 (2015) to \$23,130.78 (2016) = 34%
- \$23,130.78 (2016) to \$29,229.1(2017) = 26.36%
- \$29,229.12 (2017) to \$36,462.98 (2018) = 24.78%

The safety and well being of Rowan County Children continues to be at the forefront of ROCOC's Mission. From 2012-2018, ROCOC purchased and provided new car seats for 118 children at a cost of \$6,296.53.

During the grant year, funds will be used to purchase new cribs, pack-n-plays, toddler beds, twin beds or bunk beds, mattresses and car seats. The beds and car seats will be provided to birth parents and relative caregivers, at no cost, seeking to prevent unsafe and dangerous sleeping arrangements and child trauma from a motor vehicle accident that could result in the injury or death of a child.

**What funds from other sources have been received or are under consideration for this project? List sources and amounts.*

Salisbury Foundation - \$5,000.00 - awarded
Woodson Foundation - \$16,200.00 - requesting

**Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts.*

No - Rowan County Government will not allow ROCOC to seek grant that require matching funds.

<i>*What percentage of your annual budget is spent in Rowan County?</i>	82%
<i>*What percentage of your Grant project budget will be spent in Rowan County?</i>	100%
<i>*Will local vendors be used for the project?</i>	Yes
<i>*How many people do you employee?</i>	0

The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County DSS Rowan One Church One Child | Hunter, Jon

*What percentage of your employees live in Rowan County?	100% of our volunteers live in Rowan County.
*How many people will be impacted by your project?	2620
*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.	
The project will provide age appropriate beds to approximately 325 Rowan County children and teenagers, who are receiving Child Protective Services, in order to prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child or teenager.	
The Robertson Foundation Grant will provide 71 of the 325 beds to Rowan County children and teens if the grant is fully funded.	
*Do you have another measurable result you expect to accomplish with this grant?	Yes
*Result 2:	
100% of the children and teenagers who receive benefits from this grant will achieve permanency with their birth family or with a relative care provider and will not be placed in a foster or group home.	
Stable home environments will be achieved for all 84 children who receive assistance from this grant.	
*Do you have another measurable result you expect to accomplish with this grant?	Yes
*Result 3:	
There is a continuous need to provide new car seats for parents with children ages 0-4. According to the NC Division of Motor Vehicles, in 2014-2015 (census data), 17% of children ages 0-4 were killed as a result of being unbelted and unseated in a car seat restraint. 40% of children ages 5-7 were killed due to being unbelted or unseated in a car seat. ROCOC wants to continue to partner with parents to make strides in promoting car safety of our children. ROCOC would like to provide families with new car seats to keep children safe in the event of a car accident. Grant funds will be used to purchase approximately 13 car seats for children.	
*How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100):	
Funding streams are continually sought by the ROCOC Program Coordinator through member congregations, foundation grants, individual grants, individual donors, special fund raising projects, businesses, and civic groups. ROCOC is dependent upon the continued support of these entities in order to continue to serve abused and neglected children in Rowan County.	

Organization Overview

Organization Overview
*Organization mission:
Joining with RCDSS, churches, foundations, citizens, businesses, and community partners as agents of change, to improve the lives of Rowan County children and teenagers traumatized by abuse and neglect.
Providing life necessities for children in the care of parents or relatives who seek to offer a loving, stable, healthy and protective environment.
Keeping birth families intact, breaking the multi-generational cycle of abuse or neglect. Decreasing the need for parents to seek alternative ways to relieve stress or earn income through illegal activities, placing children at higher risk or trauma.
*What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)
Rowan County, North Carolina - County-wide.
*Organization core services (100 words max):
ROCOG provides children and teenagers with new beds, chest of drawers, car seats, high chairs, strollers, smoke and carbon monoxide detectors, personal hygiene items, underwear, socks, diapers, baby wipes, and school supplies.
ROCOG also provides used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used clothes, shoes, school uniforms, household items, cookware, flatware, small appliances, dishes, books, toys, baby items, blankets, comforters, sheets, and towels. THERE IS NO COST TO THE RECIPIENTS.
*Address the qualifications of the organization and the person or persons who will lead this project:

**The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon**

The project is led by Rev. Jon Hunter, the ROCOC Program Coordinator. Rev. Hunter has 19 years of service with RCDSS and has served as a pastor for 36 years. Rev. Hunter has a proven track record: recruiting new member congregations; maintaining the participation of member congregations; and increasing financial and material good donations from member congregations, community partners and local foundations.

The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services.

In October, 2016, The Rowan County Board of Commissioners recognized Rev. Hunter for leading the Program to high achievement levels.

*Do you need licensing, zoning, or other regulatory approval to conduct the project?	No
*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?	Yes
*Year:	2018
*Grant amount:	\$5,000
*Project:	Safety First - New Beds/Car Seats for Neglected Kids
*Add another Grant year?	Yes
*year:	2017
*Grant amount:	\$5,000
*Project:	Critical Support Services for Abused/Neglected Children
*Add another Grant year?	Yes
*Year:	2015
*Grant amount:	\$5,000
*Project:	Placement Support Services for Abused and Neglected Children
Project Impact	
*What is the main area of impact for your grant? Choose one:	Children/Youth and Families

Attachments

Attachments	
Please upload the following documentation in support of your application:	
*Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race)	2019 ROCOC Board of Directors.pdf
*Recent 990 Form or financial report:	2018 ROCOC FINANCIAL REPORT SIGNED.pdf
*IRS 501 (c) 3 or appropriate tax determination status letter:	Rowan County Manager Tax Information Determination Letter.pdf
*Project budget:	2019 Robertson Foundation Project Budget .pdf
*Organization's annual budget for current fiscal year, including income and expenses:	ROCOG 2019 PROJECTED BUDGET .pdf
*Organization's annual budget for the previous year, including income and expenses:	ROCOG 2018 Annual Year Revenue and Expenditures.pdf
Please submit any pictures that correlate with your project:	ROCOG 2014-2018 Expenditure Comparison Chart.pdf

Certification

Certification	
*Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed:	Yes
*Signature of Representative requesting grant:	Jon Hunter 1/10/2019 2:13 PM

The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County DSS Rowan One Church One Child | Hunter .Jon

Rowan One Church One Child Ministry Advisory Board

Permanent Board Members:

Jon Hunter - Rowan County Department of Social Services (RCDSS) Placement Support Coordinator and Rowan One Church One Child Program Coordinator and Board Chairman – W/M

Lisa Berger - RCDSS Children's Services Program Administrator – W/F

Micah Ennis - RCDSS Children's Services Program Manager – W/F

Donna Fayko - RCDSS Director – W/F

Beverly Mobley - RCDSS Child and Family Team Meeting Facilitator – AA/F

Nadean Quarterman - RCDSS Support Services Unit Supervisor – AA/F

RCDSS Staff Board Members with Rotating Membership

Gwen Thomason - RCDSS Legal Administrative Assistant - July 1, 2016 - June 30, 2019 – W/F

Community Members Serving from July 1, 2016 – June 30, 2019

Ms. Georgia Adams - Member of Concordia Lutheran Church – W/F

Ms. Mildred Chinaka – Community Member – AA/F

Mrs. Lisa Cline - ROCOC Coordinator at St. Enoch Lutheran Church – W/F

Mr. Jim Miller - Administrative Assistant at Shiloh UMC – W/M

Dr. Martha Starks - Pastor of Word of Life Family Worship Center – AA/F

Community Members Serving from July 1, 2017 – June 30, 2020

Mrs. Marjorie Beaver - Member of Concordia Lutheran – W/F

Reverend Charles Gibbons - Pastor of Oak Grove UMC – W/M

Mr. Jeff Harkey - Member of Mount Tabor UMC – W/M

Mrs. Lillian Morgan - Member of Jerusalem Baptist – AA/F

Mrs. Darlene Murphy – RCDSS Foster Parent Trainer – W/F

Mrs. Bonnie Walser - Member of Main Street UMC – W/F

Mrs. Kelley Williams - ROCOC Coordinator at St. Matthew's Lutheran Church – W/F

Community Members Serving from July 1, 2018 – June 30, 2021

Mrs. Joann Diggs - ROCOC Coordinator at Faith Temple Triumphant Ministries – AA/F

Reverend Randy Foster- Pastor of Maupin Avenue Presbyterian Church – W/M

Mrs. Chloe Goho - Member of Milford Hills United Methodist Church – W/F

Reverend Richard Gould - United Methodist Pastor – W/M

Mrs. Laurie Ward - ROCOC Coordinator at Salisbury Seventh-Day Adventist Church – W/F

Board of Social Services

DeeDee Wright, Chairperson – AA/F

James Sides – W/M

Judy Klusman – W/F

Ethel Bamberg-Revis – AA/F

Rowan County Board of Commissioners

Greg Edds, Chairperson – W/M

Jim Greene – W/M

Mike Caskey, Jr. – W/M

Judy Klusman - W/F

Craig Pierce – W/M

Aaron Church – County Manager – W/M

Carolyn Barger – Clerk to the Board – W/F

Rowan One Church One Child Ministry

2018 Annual Year Actuals

Section One: 2018 Revenue

Funding Sources	Amount
Donations from Individuals, Businesses, Organizations, and Concert Offerings	\$9,569.80
Church Donations	\$15,485.19
Foundation Grants	\$34,600.00
Total Income	\$59,654.99

Section Two: 2018 Expenses

Funding Sources	Amount
Beds (Full, Twin, Bunkie, Crib, Pack-n-Play)	\$36,462.98
Utilities, Rent, and Food	\$2,498.27
Appliances	\$4,687.68
Furniture	\$3,972.70
Car and Booster Seats	\$2,406.76
Other - socks, underwear, diapers, wipes, school supplies, pesticides, personal hygiene products, sheets, towels, bed pillows, blankets, smoke and carbon monoxide detectors, Birthday Gift Cards for teens ages 16-18 in foster care in the Independent Living Training Program, high chairs, baby gates, formula, strollers, small appliances, fans, room heaters, exit door alarms, baby bottles, cleaning supplies.	\$10,454.36
2018 Total Expenses	\$60,482.75

Approved by Kelly Johnson

Rowan County Department of Social Services Budget Analyst

Signature Kelly Johnson
 Date 1-8-2019



Rowan County Office of the Manager
130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

January 10, 2019

To Whom It May Concern:

This letter is to affirm that the Rowan One Church One Child Program is a faith-based initiative of the Rowan County Department of Social Services. As such, it is affiliated with Rowan County Government.

A handwritten signature in dark ink, appearing to read "Aaron Church", is positioned to the left of the digital signature block.

Digitally signed by Aaron Church
DN: cn=Aaron Church, o=Rowan
County, ou=County Manager,
email=aaron.church@rowancountyn
c.gov, c=US
Date: 2019.01.10 09:42:18 -05'00'

Aaron Church
Rowan County Manager

2019 Project Budget Template
Rowan One Church One Child Ministry

Section One: Projected Income

Funding Sources <i>(list each one)</i>	Amount	Are Funds Requested or Committed?
Robertson Foundation	\$ 9,800.00	Requested
Uwharrie District of the UMC	\$ 15,000.00	Will request in next grant cycle
First United Church of Christ Foundation	\$ 1,000.00	Will request in next grant cycle
Woodson Foundation	\$ 16,200.00	Requested
Salisbury Rowan Community Foundation	\$ 5,000.00	Committed
Donatons from Individuals	\$ 4,300.00	Anticipated
Donatons from Churches	\$ 12,000.00	Anticipated
Donations from Businesses	\$ 2,000.00	Anticipated
Total Income	\$ 65,300.00	

Section Two: Projected Expenses

Expense Item <i>(list each one)</i>	Amount	Amount from This Grant Program
Beds (full, twin, bunk, toddler, crib, pack-n-play)	\$ 40,550.00	\$ 8,800.00
Utilities, Rent, Food	\$ 4,000.00	\$ -
Used Appliances and Furniture	\$ 7,500.00	
Car and Booster Seats	\$ 3,250.00	\$ 1,000.00
Other- pesticides, smoke and carbon-monoxide detectors, baby safety items, high chairs, strollers, door and window alarms, school uniforms, shoes, formula.baby bottles, diapers, wipes, socks, and underwear.	\$ -	\$ -
	\$ -	\$ -
Total Expenses	\$ 65,300.00	\$ 9,800.00

Note: The total income (B17) should match the total expenses (B33).

Note: Anticipated deviations from any line item of this budget require a reallocation request to be approved by the Foundation before the funds are reallocated. Please submit requests in writing to the Foundation.

If necessary, please include any clarifying information about the project budget.

2019 ROCOC Projected Budget

Rowan One Church One Child Ministry

Section One: 2019 Projected Revenue

Funding Sources	Amount
Robertson Foundation	9,800.00
First United Church of Christ Foundation	1,000.00
Woodson Family Foundaton	16,200.00
Salisbury Foundation	5,000.00
Uwharrie District of the UMC	15,000.00
Donations from Churches	12,000.00
Donations from Individuals	4,300.00
Donations from the Business Community	2,000.00
2019 Projected Income	65,300.00

Section Two: 2019 Projected Expenses

Funding Sources	Amount
Beds (Full, Twin, Bunkie, Crib, Pack-n-Play)	40,550.00
Used Appliances and Furniture, new chest of drawers	7,500.00
Utilities, Rent, and Food	4,000.00
Car and booster seats	3,250.00
Diapers, wipes, underwear and socks	10,000.00
Personal Hygiene Items	
Baby Item - formula, high chairs, strollers, baby gates	
Pest extermination supplies for children's homes	
Child safety items	
Links Birthday Cards	
Other life essential items	
2019 Projected Expenses	65,300.00

Rowan One Church One Child Ministry 2018 Annual Year Actuals

Section One: 2018 Revenue

Funding Sources	Amount
Donations from Individuals, Businesses, Organizations, and Concert Offerings	\$9,569.80
Church Donations	\$15,485.19
Foundation Grants	\$34,600.00
Total Income	\$59,654.99

Section Two: 2018 Expenses

Funding Sources	Amount
Beds (Full, Twin, Bunkie, Crib, Pack-n-Play)	\$36,462.98
Utilities, Rent, and Food	\$2,498.27
Appliances	\$4,687.68
Furniture	\$3,972.70
Car and Booster Seats	\$2,406.76
Other - socks, underwear, diapers, wipes, school supplies, pesticides, personal hygiene products, sheets, towels, bed pillows, blankets, smoke and carbon monoxide detectors, Birthday Gift Cards for teens ages 16-18 in foster care in the Independent Living Training Program, high chairs, baby gates, formula, strollers, small appliances, fans, room heaters, exit door alarms, baby bottles, cleaning supplies.	\$10,454.36
2018 Total Expenses	\$60,482.75

The Blanche and Julian Robertson Family Foundation 2019 Grant Cycle - Rowan County

Rowan County Department of Social Services Expenditure Comparison Chart January 1 - December 31					
Type of purchase	2014	2015	2016	2017	2018
Beds, mattresses, cribs, bassinets, pack-n-plays	\$ 14,452.72	\$ 15,073.22	\$ 23,091.79	\$ 29,229.12	\$ 36,462.98
Appliances and Furniture	\$ 2,955.18	\$ 2,379.25	\$ 4,512.79	\$ 8,709.90	\$ 8,660.38
Utilities, Rent, & Food	\$ 1,676.29	\$ 1,516.17	\$ 1,726.55	\$ 499.99	\$ 2,498.27
Booster and car seats	\$ 700.41	\$ 592.46	\$ 2,054.16	\$ 1,160.43	\$ 2,406.76
Other Items: Diaper, wipes, underwear, and socks; Personal Hygiene Items; Baby Items – formula, high chairs, strollers, baby gates; Pest extermination; Child safety items - baby gates, lockboxes for medications, smoke and carbon monoxide detectors, fire extinguishers, toilet, oven door, and cabinet safety locks, door and window alarms; Gas cards for families to have the ability to get to DSS for visits with their children, and to take children to medical and therapy appointments, school uniforms, plastic storage bins for clothes, clothes, shoes, Links Birthday Gift Cards (for 12 children) Teens age 16-18 participating in the RCDSS Independent Living Training Program.	\$ 2,210.90	\$ 6,154.19	\$ 8,327.70	\$ 8,332.03	\$ 10,454.36
TOTALS	\$ 21,995.50	\$ 25,715.29	\$ 39,712.99	\$ 47,931.47	\$ 60,482.75
Purchase Increase Percentages Comparisons					
<u>January 1 – December 31</u>	<u>Total Percent of Expenditure Increase</u>				
<u>2014-2015</u>	17%				
<u>2015-2016</u>	54%				
<u>2016-2017</u>	21%				
<u>2017-2018</u>	26%				
Growth from 2014 to 2018	174.97%				
Bed Cost Percentages of Total Expenditures					
<u>January 1 – December 31</u>	<u>Bed Cost Percentages of Total Expenditures</u>				
<u>2014</u>	66%				
<u>2015</u>	59%				
<u>2016</u>	58%				
<u>2017</u>	61%				
<u>2018</u>	60%				
Bed Cost Have Grown from 2014-2018 by:	152%			Page : 11	

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: January 11, 2019
SUBJECT: Consider Acceptance of Surety Bond for Completion of Street in Lighthouse Landing Subdivision

Owner / Developer, Lomartire Services Inc. (Marc Lomartire) is requesting acceptance of a financial guarantee in lieu of completing the proposed street prior to final plat approval for the Lighthouse Landing subdivision. Section 22-57 (b) of the Subdivision Ordinance requires completion of all necessary improvements (e.g. streets and drainage measures) prior to final plat approval or financially guaranteed per section 22-57 (c) for a period of time up to twelve (12) months to complete the necessary improvements. See attached.

Historically, improvement guarantee requests have been considered on the consent agenda. However, Mr. Lomartire and I will be present at the January 22nd meeting should the Board wish to add to the regular agenda for discussion.

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	1/11/2019	Exhibit
Approved Preliminary Plat	1/11/2019	Exhibit
Surety Bond	1/11/2019	Exhibit
Engineers Cost Estimate	1/11/2019	Exhibit
Lomartire / Lexon Surety Group Coverage Agreement	1/11/2019	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: January 11, 2019
RE: **Acceptance of Surety Bond # 1164342 for street completion in Lighthouse Landing Subdivision**

REQUEST

Owner / Developer, Lomartire Services Inc. (Marc Lomartire) is requesting acceptance of a financial guarantee in lieu of completing the proposed street prior to final plat approval for the Lighthouse Landing subdivision. Section 22-57 (b) of the Subdivision Ordinance requires completion of all necessary improvements (e.g. streets and drainage measures) prior to final plat approval or financially guaranteed per section 22-57 (c) for a period of time up to twelve (12) months to complete the necessary improvements.

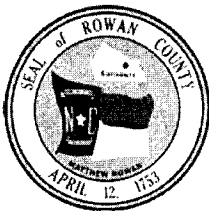
Lighthouse Landing received preliminary plat approval on December 20, 2018 for the 14 lot residential subdivision to be served by one (1) cul-de-sac street approximately 738 feet in length located at 9225 Bringle Ferry Road further referenced as Tax Parcels 502-011 and 040 (see enclosed). Preliminary plat approval ensures all proposed construction plans (e.g. road design, erosion control) and subdivision design meets applicable standards prior to actual construction.

Lomartire Services Inc. was issued surety bond number 1164342 from Lexon Insurance Company to the county in the amount of \$168,938.75 to complete the required improvements based on the itemized cost estimate from Jonathan Carter, PE, with Bluestone Land Management (see enclosed). If accepted by the BOC, Planning Staff would continue to review the final plat and hold the surety bond until receiving verification from NCDOT the street has been constructed to their specifications and all other standards have been met.

STAFF COMMENTS

After revising the initial cost estimate at the request of the Subdivision Review Committee (SRC), the SRC indicated the figures appeared reasonable and did not have any concerns with the request. Other than correcting the subdivision name and adding the final plat dates to the document, staff along with the County Attorney did not have any comments on the bond language.

Historically, improvement guarantees have been considered on the consent agenda. However, Mr. Lomartire and I will be present at the January 22nd meeting should the Board wish to add to the regular agenda for discussion.



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

===== SURETY BOND TO GUARANTEE INSTALLATION OF IMPROVEMENTS =====

Bond No: 1164342

SURETY BOND given by
Lomartire Services Inc

Principal

608 Georgetown Dr NW

Mailing Address

Concord

NC

28027

City

State

Zip Code

704 785 5384

Phone Number

, as Developer and Principal, and

Lexon Insurance Company

Surety Company Name

12890 Lebanon Road

Mailing Address

Mt. Juliet

TN

37122

City

State

Zip Code

615 553 9500

Phone Number

, as Surety, to Rowan County.

The Principal and Surety are bound unto Rowan County in the sum of

One Hundred Sixty Eight Thousand Nine Hundred Thirty Eight 75/100 dollars (\$ 168,938.75)

pursuant to the Subdivision Ordinance of Rowan County (the 'Ordinance') for the payment of which Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

Whereas, Developer has applied for final approval of the subdivision plat for

High Rock Lake Subdivision

to the Rowan County Planning and Development Department pursuant to the terms of the Ordinance prior to the completion of the improvements required by the Ordinance, and Whereas, the Developer, has filed plans showing the improvements required by the Ordinance dated the 21st day of November, 20 18 and determined by the Rowan County Board of Commissioners to be sufficient to guarantee the installation of the improvements

specified in the plans dated the _____ day of _____, 20____ and submitted for approval on the _____ day of _____, 20____ and which provide that the improvements will be completed by the 10th day of January, 20 20.

Now therefore, the condition of this obligation is such that if the Principal promptly and faithfully completes the specified improvements within the time period prescribed above and the Subdivision Administrator has caused an inspection to be made and has authorized in writing the release of the security, then this bond shall be null and void, but otherwise this obligation shall remain in full force and effect subject to the condition that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated, in the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein within the time period specified. Surety agrees that it shall (a) within fifteen (15) days after the determination of such default, take over and complete the improvements referred to herein, or (b) pay in cash the reasonable cost of completion. The cost of completion shall include reimbursement to Rowan County, after the default of the Developer, in connection with the completion of the improvements by the Surety, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should Rowan County and the Surety not agree as to the cost of construction, the same shall be fixed by taking bias by Rowan County as provided by law for the public constructs covering similar installations. Surety shall, regardless of whether it completes the improvements itself or pays Rowan County the cost of completion, reimburse for any expenses incurred after default, which would not have been incurred had the developer not defaulted, including but not limited to any legal expenses incurred in the enforcement of this Bond. Surety will make such payment within ten (10) days after the total costs to Rowan County of completing the improvements shall have been determined. In addition, the surety will pay any and all administrative or civil fines and penalties levied against the Developer for violations of the Ordinance.

The Surety and Principal hereby stipulate and agree that no modifications, conditions or omissions in or to the plans or specifications herein referred to or any extension of time shall in any way affect the obligations of other Surety or Principal on this bond.

WITNESS our hands and seals this, the 10th day of January, 20 19

Lomartire Services Inc

Principal/Developer

(Corporate Seal)

By: _____(SEAL)

President _____(TITLE)

ATTEST:

Secretary

Lexon Insurance Company

Surety

By:  _____(SEAL)

Attorney in Fact _____(TITLE)

ATTEST:

Secretary

POWER OF ATTORNEY

LX- 9901

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Nick Brady, Sara Holt, Elspeth Murray, David Gonsalves, Jackson Cromer, Sheralynn Gibson its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00 Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 10th Day of January, 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

BLUESTONE LAND MANAGEMENT, PLLC
 470 N. BROAD STREET, SUITE A
 MOORESVILLE, NC 28115
 (704) 664-1973
 P-1444



PROJECT: High Rock Lake Subdivision
 DATE: 21-Dec-18
 BY: JONATHAN CARTER

PERFORMANCE BOND ESTIMATE

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	UNIT TOTAL
1	GRADING	1,800	CY	\$9.00	\$16,200.00
2	18-IN RCP	249	LF	\$35.00	\$8,701.00
3	DROP INLET	3	EA	\$2,500.00	\$7,500.00
4	18-IN HEADWALL	4	EA	\$1,500.00	\$6,000.00
5	RIP RAP	42	SY	\$75.00	\$3,150.00
6	FILTER FABRIC	42	SY	\$20.00	\$840.00
7	1-1/2 INCH SURFACE COURSE AND ABC 8-IN STONE	2,150	SY	\$16.00	\$34,400.00
8	1-1/2 INCH SURFACE COURSE	178	TN	\$120.00	\$21,360.00
9	MAIL KIOSK	1	EA	\$3,500.00	\$3,500.00
10	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
11	ENGINEERING CERTIFICATIONS	1	LS	\$2,500.00	\$2,500.00
12	OBSERVATION	1	LS	\$2,500.00	\$2,500.00
13	TESTING	1	LS	\$3,500.00	\$3,500.00
				SUB TOTAL	\$135,151.00
	25% CONTINGENCY				\$33,787.75
				TOTAL	\$168,938.75



LEXON SURETY GROUP

Lexon Insurance Company
Bond Safeguard Insurance Company
Boston Indemnity Company
Ironshore Specialty Insurance Company
Ironshore Indemnity Inc.

GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity, hereinafter called "Agreement", entered into by and between the undersigned, hereinafter called the "Indemnitors", and Lexon Insurance Company, Bond Safeguard Insurance Company, Boston Indemnity Company, Ironshore Specialty Insurance Company, and/or Ironshore Indemnity Inc., hereinafter called the "Surety".

WITNESSETH:

WHEREAS, in the transaction of business, certain Bonds, undertakings and other writings obligatory in the nature of a Bond have heretofore been, and/or may hereafter be, required by, for or on behalf of the Indemnitors or any one or more of the parties included in the designation "Indemnitors", and application has been made and will hereafter be made to the Surety to execute such Bonds, and as a prerequisite to the execution of such Bond or Bonds, the Surety requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, the execution and delivery of one or more Bonds or its refraining from attempting to cancel the same by the Surety, and for other good and valuable consideration, the Indemnitors do, for themselves, their heirs, successors, executors, administrators and assigns, jointly and severally, agree with the Surety as follows:

1. **PREMIUM.** The Indemnitors shall pay to the Surety all premiums and charges of the Surety for all Bonds issued and shall continue to pay the same where such premium or charge is annual, semi-annual or pro-rata, until the Surety shall be discharged and released from any and all liability and responsibility upon and from each such Bond or matters arising therefrom, and until the Indemnitors shall deliver to the Surety, competent written evidence satisfactory to the Surety of its discharge from all liability on such Bond or Bonds.

2. **INDEMNIFICATION.** The Indemnitors shall jointly, severally and/or collectively indemnify, exonerate and save the Surety harmless from and against any and all liability, loss and expense of whatsoever kind and nature, including, but not limited to, every claim, demand, liability, court costs, damages, attorneys' fees, whether on salary, retainer or otherwise, and interest which the Surety may pay or incur by reason of having executed, or procured the execution of, any Bond or Bonds for any entity as requested by the Indemnitors or their representatives, or any renewals or continuations thereof or substitutes therefore, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of any of the Indemnitors under this Agreement. Amounts due to the Surety shall be payable upon demand, whether or not the Surety shall have made any payment therefor or established a reserve. In accounting by the Surety for payments, the Indemnitors agree that the Surety shall be able to charge for any and all disbursements made by it in good faith under the belief that it is or was necessary or expedient to make such disbursements, whether or not such liability, expediency or necessity existed. In the event of payment by the Surety, the Indemnitors agree to accept the voucher(s) or any other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitor's liability to the Surety under this Agreement.

3. **COLLATERAL.** The Indemnitors will deposit with the Surety, as collateral security, immediately upon demand, a sum of money, at the option of the Surety, equal to (i) the liability of the Surety, if established, (ii) the liability asserted against the Surety, (iii) the reserve established by the Surety, or any increase thereof, or (iv) for any other reason whatsoever to cover any and all liability, loss, expense or possible liability for any loss or expense for which the Indemnitors may be obligated to indemnify the Surety under the terms of this Agreement. The Surety shall have the right to use the deposit, or any part thereof in payment or settlement of any liability, loss, and/or debt incurred to the Surety, and expense or premiums for which the Indemnitors are or would be obligated to indemnify the Surety under the terms of this Agreement. The Surety shall have no obligation to invest, or to provide a return on the deposit. Additionally, the Indemnitors expressly and specifically agree that the Surety, in its sole discretion and for any reason, may by written demand require the Indemnitors to secure within forty (40) days the full and complete discharge of any and all Bond(s) ("Discharge Demand"). Within forty-five (45) days of the Discharge Demand the Indemnitors shall provide to the Surety collateral in the amount representing the total of any undischarged liability under the Bond(s) as determined by the Surety in its sole discretion. The Surety's demand for collateral or for indemnification covered by this Agreement shall be sufficient if sent by registered or certified mail, facsimile transmission, personal service or via electronic mail to the Indemnitors, or any one of them, at the addresses stated herein, or at the addresses of the Indemnitors last known to the Surety, regardless of whether the

demand is actually received. The Indemnitors acknowledge that the failure to deposit the sums demanded as collateral security shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law. The Indemnitors agree that the Surety shall be entitled to injunctive relief for specific performance of the obligation of the Indemnitors to deposit with the Surety the sum demanded and hereby waive any claims or defenses to the contrary.

4. **ASSIGNMENT.** With respect to each Bond executed by the Surety, the Indemnitors hereby assign, transfer, and convey to the Surety as collateral to secure the obligations in any and all paragraphs of this Agreement and any other indebtedness and liabilities of the Indemnitors to the Surety, whether heretofore or hereafter incurred, but subject to the trust herein created: (i) all monies due or to become due to the Indemnitors under or as a result of the contract covered by the Bond(s) including, but not limited to, progress payments, deferred payments, retained percentages, compensation for extra work, and proceeds of damage claims; (ii) all right, title, and interest of the Indemnitors in and to all Property of every nature and description that may now or hereafter be in, on, or around the site of, or the work under, the contract covered by the Bond(s); (iii) all right, title, and interest of the Indemnitors in and to all subcontracts, let or to be let, in connection with said contract referred by the Bond(s) and in and to all surety bonds supporting such subcontracts; (iv) all right, title, and interest of the Indemnitors in machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract; (v) all actions, causes of actions, claims, and/or the proceeds therefrom and any demands whatsoever which the Indemnitors may have against any party including, but not limited to, owners, obligees, subcontractors, laborers, materialmen, architects, engineers or any person furnishing or agreeing to furnish to supply labor, material, supplies, machinery, tools, or other equipment in connection with a contract covered by the Bond(s), and against any surety or sureties of any party including, but not limited to, such prime contractors, subcontractors, laborers, or materialmen; (vi) all the rights of the Indemnitors in and growing in any manner out of the Bond(s) or any contracts or Contracts referred to in the Bond(s); (vii) any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bond(s) and all other contracts whether bonded or not in which the Indemnitors have an interest; (viii) any and all accounts receivable, marketable securities, rents, proceeds of sale, instruments, chattel paper, letters of credit, documents of title, bills of lading, federal tax refunds, state and local tax refunds, and general intangibles; and, (ix) any and all policies of insurance (collectively referred to as "Collateral"). The Indemnitors agree that the Surety may, but is not required to, add such schedules to this Agreement as it deems advisable, describing more specifically items of security covered by this Assignment. The foregoing assignment shall be effective as of the date of the execution and delivery of this Agreement as to each contract covered by Bond(s) executed prior to such date although nothing herein shall limit the right of the Surety to claim under any prior assignment. With respect to any Bond(s) executed and delivered on or after the date of execution and delivery of this Agreement, the assignment shall become effective retroactive to the date of the first Bond in the Event of Default.

5. **TRUST FUNDS.** The Indemnitors agree and hereby expressly declare that all funds due or to become due under any contract, whether or not in the possession of any of the Indemnitors, or another, shall be held in trust as trust funds by the Indemnitors, for the benefit and payment of all persons to whom the Indemnitors incur obligations in the performance of such contract covered by the Bond(s) and/or for the benefit of, payment to, or reimbursement of the Surety for any liability, loss, or expense the Surety may incur under the Bond(s) or in enforcing this Agreement. If the Surety discharges any such obligations, it shall be entitled to assert the claim of such person to the trust funds. It is the express intention of the Indemnitors herein to fully comply with any legal requirements for the establishment of a valid and enforceable trust for the trust res consisting of all present and future bonded contract funds, for the benefit of the Surety and all persons to whom the Indemnitors incur obligations in the performance of bonded contracts. Said trust or trusts shall terminate on the payment by the Indemnitors of all the contractual obligations for the payment of which the trust or trusts are hereby created or upon the expiration of twenty years from the date hereof, whichever shall occur first. Notwithstanding anything to the contrary herein above, this section may be implemented in any manner provided at law or in equity.

6. **NOTICE OF CLAIMS.** The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability, with which the Surety may be subsequently charged under any Bond(s), shall notify the Surety thereof in writing and shall fully cooperate with Surety in the defense of any demand, claim, suit, notice, arbitration proceeding or other action.

7. **CLAIM SETTLEMENT.** The Surety shall have the exclusive right, in its sole and absolute discretion, to determine for itself and the Indemnitors whether any claim, demand or suit brought against the Surety or the Indemnitors upon any Bonds shall be settled, defended, or compromised and its decision shall be binding and conclusive upon the Indemnitors. The Surety shall be entitled to immediate reimbursement of any and all loss incurred pursuant to the indemnification set forth herein.

8. **CONTRACT CHANGES/LOANS.** If such Bond be given in connection with a contract, the Surety is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Indemnitors to the Surety when due, shall be conclusively presumed to be a loss hereunder for which the Indemnitors shall be responsible, notwithstanding that said money or any part thereof might not be so used by the Indemnitors.

9. **WAIVER OF NOTICE.** It shall not be necessary for the Surety to give the Indemnitors, or any one or more of them, notice of the execution of, or changes to, any Bond(s) covered by this Agreement, nor of any fact or information coming to the notice or knowledge of the Surety affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any Bond(s) executed by it, notice of all such being hereby expressly waived. The Indemnitors and the Surety each hereby waive trial by jury in any action or proceeding pertaining to this Agreement, which waiver is knowingly, willingly and voluntarily made by the parties to this Agreement.

10. **SETTLEMENT WITH INDEMNITORS.** In the event of any claim or demand being made by the Surety against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of any Bond(s), the Surety is hereby expressly authorized to settle with any one or more of the Indemnitors individually, without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and each Indemnitor hereby expressly waives the right to be discharged and released by reason of the release of one or more of the joint debtors, and hereby consent to any settlement or composition that may hereafter be made.

11. **DECLINATION OF EXECUTION.** The Surety at its option may decline to execute or participate in, or procure the execution of, any Bond(s), or changes to any existing Bond(s), without impairing the validity of this General Agreement of Indemnity. Any and all such declinations shall not impair the validity of this Agreement.

12. **OTHER SURETIES.** If the Surety procures the execution of such Bond(s) by other companies, or executes such Bond(s) with co-sureties, or reinsures any portions of such Bond(s) with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties, and re-insurers or their successors and assigns, so as to give it or them a direct right of action against the Indemnitors to enforce this Agreement and in that event, the word "Surety" shall be deemed to include such company or companies as it or their interests may appear.

13. **INDEMNITOR LIABILITY.** The liability of the Indemnitors hereunder shall not be affected by the failure of an Indemnitor as Principal to sign any Bond(s), nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

14. **TERMINATION OF INDEMNITOR LIABILITY.** The obligations under this Agreement may be terminated by any one or more of the Indemnitors upon written notice, sent by certified mail, to the Surety but any such notice of termination shall not operate to modify, bar or discharge, limit, affect or impair the liability of any Indemnitor prior to thirty (30) days after receipt of the notice of termination by Surety and the obligations shall also not be terminated on Bonds executed after the date of termination (i) upon the award of a contract to the Indemnitor(s) on a bid or proposal with respect to which the Surety has executed a bid bond or similar undertaking, or (ii) on Bonds which the Surety has otherwise become obligated to execute prior to such termination date. Any notice of termination given hereunder shall operate only with respect to the Indemnitors on whose behalf such notice shall have been given. No change in marital, employment, economic status, ownership in a bonded entity or other condition shall in any manner alter the provisions of this provision or this Agreement.

15. **SECURITY INTEREST.** This Agreement shall constitute a Security Agreement for the benefit of the Surety and/or a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

16. **RIGHT TO INFORMATION.** At any time, and until such time as the liability of the Surety under any and all Bonds is terminated, the Surety shall have unrestricted access to any and all books, records, trust funds, accounts, documents, or other information pertaining to the financial affairs or operations of the Indemnitors, in whatever form or wherever located, including the right to obtain credit reports or other investigative reports; and any bank depository, material man, subcontractor, obligee, government entity, creditor, accountant or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of

the work under contracts being performed by the Indemnitor(s), the condition of the performance of such contracts and payments of accounts.

17. **REMEDIES.** In the event of any breach, delay or default asserted by the obligee, or other claimant, concerning any Bond(s), or the Indemnitors have suspended or ceased work on any contract or contracts covered by any Bond(s), or failed to pay any obligations incurred in connection therewith, or in the event of the death, disappearance, Indemnitors' conviction for a felony, imprisonment, incompetence, or insolvency of the Indemnitors, or the appointment of a receiver or trustee for the Indemnitors, or the property of the Indemnitors, or in the event of an assignment for the benefit of creditors of the Indemnitors, or if any action is taken by or against the Indemnitors under or by virtue of the U.S. Bankruptcy Code, or should reorganization or arrangement proceedings be filed by or against the Indemnitors under said Code, or if any action is taken by or against the Indemnitors under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any Bond(s), and at the expense of the Indemnitors to complete or arrange for the completion of the same, or to take any other action Surety may deem appropriate to obtain a discharge of the Surety's obligations and the Indemnitors shall promptly, upon demand, pay to the Surety all losses, and expenses so incurred.

18. **HOMESTEAD.** The Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory or possession.

19. **ATTORNEY-IN-FACT.** The Indemnitors hereby irrevocably nominate, constitute and appoint and designate the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Indemnitors, or any one or more of them, to make, endorse, execute, sign and deliver any and all additional or other instruments, writings, including assignments, financing statements, documents, instruments, checks, drafts, deposits, ACH (automatic clearing house), and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof, in order to give full effect not only to the intent and meaning of the obligations assumed, and the agreements made by the Indemnitors hereunder, and the assignments and conveyances made herein, but also the full protection intended to be herein given to Surety under all other provisions of this Agreement.

20. **SURETYSHIP COVERED.** The Indemnitors hereby acknowledge that this Agreement is intended to cover any Bond(s) (whether or not covered by any application signed by any one or more of the Indemnitors, with such application to be considered between the parties hereto as merely supplementary to this General Agreement of Indemnity) heretofore or hereafter executed by the Surety on behalf of the Indemnitors, or any one of them (whether contracting alone or as a joint or co-adventurer) from time to time, and over an indefinite period of years, until this agreement shall be cancelled in accordance with the terms hereof. The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of any bond(s), from the Indemnitors or others. The rights, powers and remedies given the Surety under this Agreement shall be and are in addition to and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any agreement or by operation of law.

21. **LIABILITY OF SURETY.** Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Surety is construed toward its obligee.

22. **PRONOUNS/SEVERABILITY.** The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, to Indemnitors, Principals, and/or to individuals, partnerships, corporations, or other legal entities as the circumstances require. If any provision or provisions of this Agreement are held to be void or unenforceable by law, this Agreement shall not be void or unenforceable, but shall continue in effect and be enforced as though such provision or provisions were omitted.

23. **MODIFICATIONS.** This Agreement, and the Bonds issued pursuant to this Agreement, constitutes the entire Agreement among the Indemnitors and the Surety regarding the rights and obligations of the Parties hereto. This Agreement and the rights and remedies of the Surety hereunder may not be changed or modified unless signed by an officer or other authorized representative of the Surety.

24. **HEADINGS.** Section headings herein are included for convenience only and shall not be deemed to be part of this Agreement.

25. EXECUTION OF AGREEMENT/ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original. Indemnitors consent to the use of electronic signatures by Surety. This Agreement and any other documents requiring a signature may be signed electronically by the Indemnitors. The Indemnitors agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Indemnitors also agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of any electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or contains an electronic signature or that it is not in its original form or is not an original.

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS SET FORTH ABOVE.

IN WITNESS WHEREOF, the Indemnitors agree that they are jointly, severally and collectively bound to the Surety by this Agreement; that the undersigned are fully authorized to execute this Agreement; and, that the effective date of this General Agreement of Indemnity is the 10th day of January, 2019.

Witness:



Name:

Lomartire Services Inc

and all subsidiaries and affiliates now owned and/or hereafter created, controlled, managed or acquired.

By:  (L.S.)

Name, Title Marc Lomartire, President

Address: 608 Georgetown Dr NW

City, ST Zip: Concord, NC 28027

Witness:

Name:

and all subsidiaries and affiliates now owned and/or hereafter created, controlled, managed or acquired.

By: _____ (L.S.)

Name, Title

Address:

City, ST Zip:

Witness:

Name:

and all subsidiaries and affiliates now owned and/or hereafter created, controlled, managed or acquired.

By: _____ (L.S.)

Name, Title

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City, ST Zip:

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and all subsidiaries and affiliates now owned and/or hereafter created, controlled, managed or acquired.

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By: _____ (L.S.)
Name, Title
Address:
City, ST Zip:

Witness:

and all subsidiaries and affiliates now owned and/or hereafter created, controlled, managed or acquired.


Name: _____

By: _____ (L.S.)
Name, Title
Address:
City, ST Zip:

INDIVIDUAL INDEMNITORS


Witness:

Name: _____

By: 
Name: Marc Lomartire
SSN: 029-66-6524
Address: 608 Georgetown Dr NW
City, ST Zip: Concord NC, 28027

Witness:

Name: _____

By: 
Name: Nerissa S. Lomartire
SSN:
Address: 608 Georgetown Dr NW
City, ST Zip: Concord NC, 28027

Witness:

Name:

Witness:

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By: _____

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City, ST Zip:

By: _____

Name:

SSN:

Address:

City, ST Zip:

IMPORTANT: COMPLETE PHYSICAL ADDRESS INCLUDING ZIP CODE MUST BE GIVEN FOR ALL INDEMNITORS. INDIVIDUAL INDEMNITORS MUST FURNISH ADDRESS OF PRIMARY RESIDENCE AND SOCIAL SECURITY NUMBER.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 11, 2019
SUBJECT: Resolution Endorsing New Projects in the CRMPO

BACKGROUND

The Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) issued its call for new projects in November 2018. Projects recommended by member jurisdictions will be considered by the CRMPO and then submitted to NCDOT for scoring and evaluating and ideally included in the 2022-2031 NC DOT State Transportation Improvement Plan (STIP).

A brief description of the projects recommended for consideration are:

1. In collaboration with the Town of East Spencer, support construction of a new interchange on I-85 at McCanless Road / Correll Street.
2. Consider new intersection improvements along Mooresville Rd (NC 150 Hwy) at Rowan Mill / Sherrills Ford Roads as proposed in the design for the 150 widening project.
3. Consider aligning the intersection of Organ Church / Faith Roads at East NC 152 Hwy.
4. Design and build a new road from Henderson Grove Church Road to S. Main Street (US 29 Hwy) with a grade separation at the railroad to connect with the Airport Parkway project.

RECOMMENDATION

Approve attached Resolution of Support for the projects.

ATTACHMENTS:

Description	Upload Date	Type
Resolution of Support for Transportation Projects	1/11/2019	Resolution Letter

**A RESOLUTION ENDORSING NEW PROJECTS FOR THE
CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION
REGIONAL PRIORITY LIST**

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

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

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

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

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

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

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

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

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

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution was adopted this the *22nd* day of January, 2019.

I, _____, Clerk to the Board of Commissioners, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of said Commission at a meeting held on January 22, 2019, as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Commission..

WITNESS my hand and the seal of said City, this _____ day of _____, 2019.

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: Cari Price
DATE: January 11, 2019
SUBJECT: Request To Apply For The Margaret C. Woodson Foundation - Sheriff's Department

The Rowan County Sheriff's Department would like to apply for the Margaret C. Woodson Foundation Grant. We are seeking \$6,800 of funding to assist six School Resource Officers in attending the 2019 North Carolina Association of School Resource Officers Conference.

The NCASRO Conference will be held this summer in Cherokee, North Carolina July 14 - July 19. During the conference, our SRO will be trained on how to better handle school shootings, how to report child crimes, how to build a better relationship with school administration, train in active threat response, and be updated on legal criteria.

No matching funds are requested.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: John Brindle, Register of Deeds
DATE: January 14, 2019
SUBJECT: Passport Photo Fee Waived Through Register of Deeds Office

ATTACHMENTS:

Description

Memorandum

Upload Date

1/14/2019

Type

Cover Memo

Memo

To: Greg Edds, Jim Greene, Judy Klusman, Craig Pierce, Mike Caskey

From: John Brindle *JEB*

Date: January 14, 2019

Re: Passport Picture Fee Waived

CC: Aaron Church

"The Board of Commissioners previously approved the Register of Deeds office for processing passports and related documents services. At that time, I requested consideration of a County employee discount program, which was delayed for further review. After additional review, I am respectfully requesting the Board of Commissioners approve the following County employee discount program for passport services offered in the Register of Deeds Office. The Register of Deeds Office will waive the fees for photographs for each County employee and his or her spouse and dependent children. I believe this will serve our original intended purpose of recognizing County employees and promoting the new passport program."

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 14, 2019
SUBJECT: Statements of Qualifications for Professional Airport Engineering and Planning Services for the Mid-Carolina Regional Airport

Please see attached memo.

Please approve negotiating a contract with Talbert, Bright & Ellington for airport engineering and planning services for the Mid-Carolina Regional Airport.

ATTACHMENTS:

Description	Upload Date	Type
Memo	1/14/2019	Backup Material

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



James M. Howden, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

Memorandum

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

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

Re: Statements of Qualifications for Professional Airport Engineering and Planning
Services for the Mid-Carolina Regional Airport

Date: January 9, 2019

After due advertisement, requests for Statements of Qualifications for professional airport engineering and planning services for the Mid-Carolina Regional Airport were received on November 29, 2018 by David Sifford, Purchasing Agent.

Statements of Qualifications were received from two firms: Talbert, Bright & Ellington and AVCON. The Purchasing Agent, Airport Director and Finance Director reviewed the qualifications of each firm. After a review of qualifications, Talbert, Bright & Ellington was determined to be the best fit for the Mid-Carolina Regional Airport. The Statements of Qualifications are on file in the Purchasing Office.

Staff's Recommendation: The Finance Department and the Airport Director Kevin Davis recommend negotiating a five-year master contract with Talbert, Bright & Ellington for airport engineering and planning services for the Mid-Carolina Regional Airport.

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: Human Resources Department
DATE: 01/14/2019
SUBJECT: Request for New Position in Information Technology

Please see the attached request for a new full-time position in Information Technology.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Position Request Packet	1/14/2019	Backup Material

To: Aaron Church, County Manager and the Board of County Commissioners
From: Kelly Natoli, HR Director
Date: January 14, 2019
RE: New Position - Administrative Secretary V

Attached please find a request from Randy Cress, Chief Information Officer to approve a new full-time position of Administrative Secretary IV.

This position is currently classified as a part-time benefited position. However the employee holding the position is retiring, and there is a need to request a full-time replacement. If this request is approved, the additional budgetary impact for this fiscal year would equate to approximately \$4,601.31.

The following documents are included for your consideration:

- Memorandum from Randy Cress, Chief Information Officer with justification for the need for a full-time position
- Proposed Job Description
- Proposed Organizational Chart
- Cost Worksheets

Randy J. Cress
Director
e-mail
Randy.Cress@rowancountync.gov



Rowan County Information Systems Department

130 W. Innes Street, Suite 310 • Salisbury, NC 28144

Telephone 704-216-8114 • FAX 704-216-8126

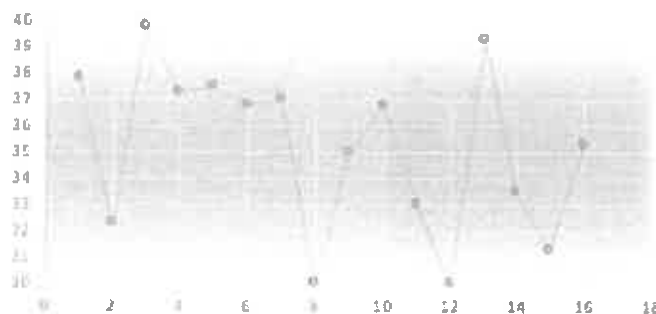
January 14, 2019

Please accept this justification letter as a formal request to change the Information Technology Administrative Secretary V position from 30 hr/week PTB to 40 hr/week FTB.

Jane Moore has currently held this position for over 10 years and is a seasoned Rowan County employee that has provided a tremendous value with a vast knowledge of technology purchasing and payroll operations with a keen acumen for efficiency.

Jane's past 16 weeks of hours shows the trend of continued work over the 30 hr/week allocation in order to keep up with many job functions such as: County-wide technology purchasing; invoicing, recycling and surplus; departmental payroll; County-wide answering of the administrative 704-216-8114 number; billing and breakout of most all telephone charges for all County departments.

IT - Administrative Secretary V
30hr PTB - Hours Worked



This no doubt will be a challenging position for any newcomer to fulfill within a 30 hr/week allocation and may also reduce the chances of finding successful candidate pool to accomplish so many varying tasks with little room for error. A 40 hr/week position would also give the right amount of flexibility to work within typical life scenarios without an extenuating pressure or stress to keep up with the position's demands.

Equal Opportunity Employer



Jane has been very receptive to taking on new tasks as I restructured the department to address the challenges presented by changing technology needs over the past 3 years. These additional and changing responsibilities have become an expectation of this role as we move into more monthly billing services for cloud-hosted technology solutions, an increased number of telephone and data carrier services with continual changes as services shift as well as a firm understanding of the overall County technology inventory and how it relates to the Technology budget.

An overview of expanding job responsibilities for the Administrative Secretary V:

- Full inventory management for the technology hardware and software lifecycle including: ordering (PO and PCard), invoice processing, barcoding, equipment transfer to other departments, surplus, recycling and disposal.
- Payroll clerk processing for the Information Technology Department.
- Administrative Line handling and call routing for non-service desk issues including: vendor inquiries, departmental functions and operations.
- Meeting note-taking for specific recurring meetings, conference room scheduling and assistance to the department director for resource scheduling.

I appreciate your consideration of this request and hope to find that it has been well thought out to match goals of the County and IT department. This request is to support the County's needs while maintaining a controlled focus on overall costs while providing the best service.

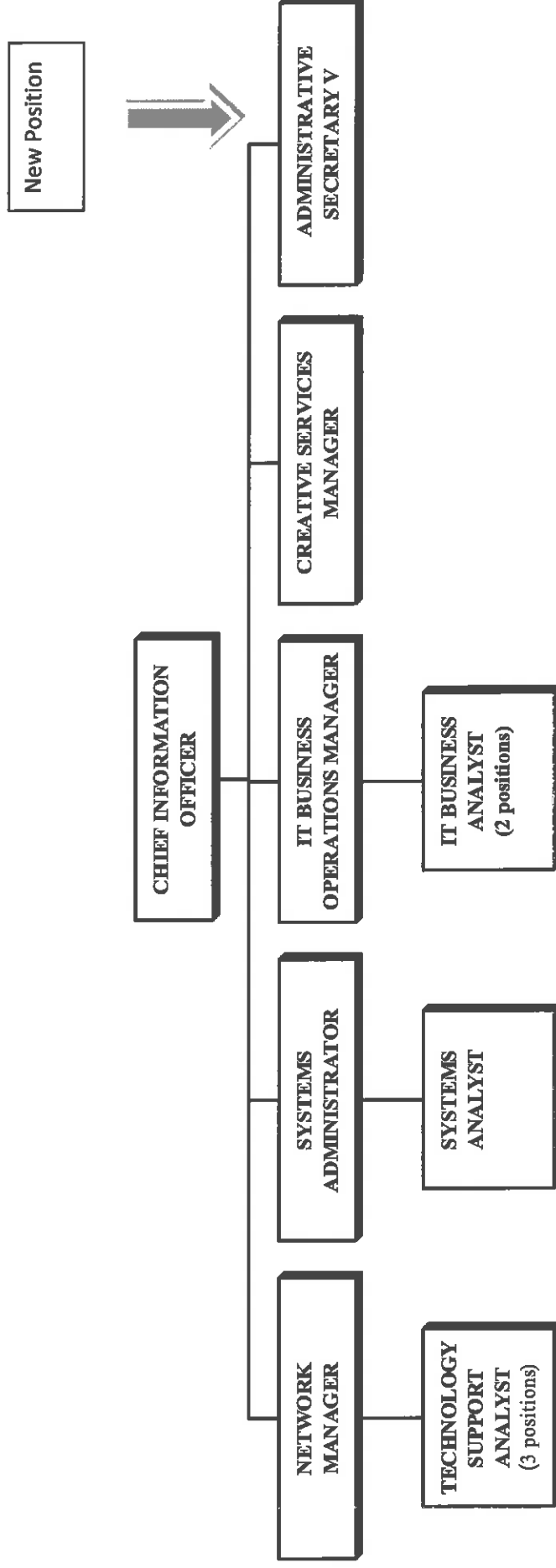
Thank you,

A handwritten signature in black ink, appearing to read "Randy J. Cress". The signature is fluid and cursive, with a long horizontal stroke at the end.

Randy J. Cress
Chief Information Officer
Rowan County Information Technology

ROWAN COUNTY

INFORMATION TECHNOLOGY



ROWAN COUNTY HUMAN RESOURCES

JOB DESCRIPTION

Job Title : Administrative Secretary V
Department: Information Technology
Revised : January 14-2019

Class : Administrative Support
FLSA : Non-exempt

This job description supersedes any prior description for the Administrative Secretary V classification.

GENERAL DESCRIPTION

Extremely responsible clerical work including supervisory responsibility which involves interpreting and analyzing a volume of procedural and substantive guides to determine a proper course of action in relieving the department director of a variety of routine administrative matters. General supervision is received from the department director, who reviews work through observation and periodic consultations. This class is differentiated from the Competitive Service level IV classes by the complexity and responsibility of work performed.

ESSENTIAL JOB FUNCTIONS (Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

Composes letters, memorandums, and reports which require independent research and the director's approval and signature.

Makes arrangements for conferences and meetings; screens calls and visitors; reviews and routes incoming mail based on content; types and proofreads memoranda, letters, reports and other documents.

Plans and arranges for the maintenance and preparation of information needed for the budget.

Prepares a variety of public information releases for the department.

Takes notes/dictation at a variety of meetings; transcribes and types summaries of the meetings.

Talks with a wide variety of people by telephone and in person on a wide variety of matters; resolves these contacts in the best interest of the County, the department director, and the persons involved through a wide variety of methods.

Provides department orientation of new employees.

Plans, programs, supervises, monitors and controls the clerical subordinates assigned and their work.

Collects, verifies, and inputs employee timesheets into the payroll system; prepares deposits of money collected by the department.

OTHER JOB FUNCTIONS

Performs related duties as required.

Management reserves the right to add or amend duties at any time.

Job Title: Administrative Secretary V

Page : 2

KNOWLEDGE, SKILLS, AND ABILITIES

Extensive knowledge of departmental organization and programs.

Thorough knowledge of modern office practices, procedures, and technology.

Thorough knowledge of County personnel and budgetary rules, regulations, and procedures.

Ability to interpret program policies, rules, regulations, and procedures for organizational personnel and the general public; ability to be resourceful in gathering and giving program information, scheduling and coordinating a variety of appointments, meetings, and conferences.

Ability to plan, program, and supervise the work of subordinate clerical employees.

Ability to plan, organize, and review work, work flow, and procedures; ability to analyze problem areas of work and recommend solutions to supervisor.

Ability to utilize various computer software applications including Microsoft Word, Excel, and PowerPoint with proficiency.

Ability to communicate effectively, orally and in writing.

Ability to establish and maintain effective working relationships with county officials, fellow employees, clients, and the general public.

PHYSICAL REQUIREMENTS

The work in this class is primarily sedentary in nature. Physical requirements include sitting for extended periods of time, walking, bending, stooping, and lifting books and files of approximately 10 lbs or less. Work may include extended periods of time viewing a computer video monitor and/or operating a keyboard. Work may include operation of a motor vehicle.

EXPOSURE CONTROL

Work activity does not entail predictable or unpredictable exposure to blood or body fluids.

MINIMUM EXPERIENCE AND TRAINING

Graduation from a two-year secretarial science or business administration program with courses in secretarial techniques and practices and one year of office, clerical, or secretarial experience; or graduation from high school and three years of office, clerical, or secretarial experience; or equivalent combination of training and experience. A valid driver's license may be required dependent upon the department assigned to and the specific job responsibilities.

**This job description does not create an employment contract,
implied or otherwise.**

2019 BUDGET YEAR

Department Name	INFORMATION TECHNOLOGY						
Position Title	ADMINISTRATIVE SECRETARY V						
Hours (<i>per week</i>)	40		Increase		\$ 18,405.27	Grade	5

<u>Salary / Benefits</u>	Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary	\$ 12,615.78	\$ -	\$ -	\$ 12,615.78
\$780 / Mo				
Health Insurance	3,120.00	-	-	3,120.00
Medicare	1.45% 182.93	-	-	182.93
Retirement	7.81% 985.29	-	-	985.29
Social Security	6.20% 782.18	-	-	782.18
Workers Comp	2.70% 340.63	-	-	340.63
401(k)	3.00% 378.47	-	-	378.47
Total Salary / Benefits	18,405.27	-	-	18,405.27
<u>Other Costs</u>				
Desk	-	-	-	-
Chair	-	-	-	-
Side chairs	-	-	-	-
Telephone	-	-	-	-
Computer	-	-	-	-
Bookcase	-	-	-	-
Vehicle	-	-	-	-
Travel	-	-	-	-
Training	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
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	-	-	-	-
	-	-	-	-
Total Equipment Costs	-	-	-	-
Total Cost	\$ 18,405.27	\$ -	\$ -	\$ 18,405.27

2019 BUDGET YEAR

Department Name	INFORMATION TECHNOLOGY						
Position Title	ADMINISTRATIVE SECRETARY V						
Hours (<i>per week</i>)	30		Increase	\$	13,803.96	Grade	5

<u>Salary / Benefits</u>	Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary	\$ 9,461.83	\$ -	\$ -	\$ 9,461.83
\$780 / Mo				
Health Insurance	2,340.00	-	-	2,340.00
Medicare	1.45% 137.20	-	-	137.20
Retirement	7.81% 738.97	-	-	738.97
Social Security	6.20% 586.63	-	-	586.63
Workers Comp	2.70% 255.47	-	-	255.47
401(k)	3.00% 283.85	-	-	283.85
Total Salary / Benefits	13,803.96	-	-	13,803.96
<u>Other Costs</u>				
Desk	-	-	-	-
Chair	-	-	-	-
Side chairs	-	-	-	-
Telephone	-	-	-	-
Computer	-	-	-	-
Bookcase	-	-	-	-
Vehicle	-	-	-	-
Travel	-	-	-	-
Training	-	-	-	-
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Total Equipment Costs	-	-	-	-
Total Cost	\$ 13,803.96	\$ -	\$ -	\$ 13,803.96

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 14, 2019
SUBJECT: Hurricane Florence Applicant Disaster Assistance Agreement and Resolution

Please see the attached Hurricane Florence Applicant Disaster Assistance Agreement and Resolution.

Please approve the attached Agreement and Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Hurricane Florence Applicant Disaster Assistance Agreement & Resolution	1/15/2019	Backup Material



**North Carolina Department of Public Safety
Division of Emergency Management**

APPLICANT: ROWAN COUNTY DISASTER: HURRICANE FLORENCE

FEMA- 4393 -DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management (“the State”) and ROWAN COUNTY (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called HURRICANE FLORENCE, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4393 - DR-NC.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant’s governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

Date

56-6000336

Applicant's Federal Tax I.D.
Number (required)

BY: _____

Signature

Leslie E. Heidrick

Typed Name

ASSISTANT COUNTY MANAGER/

FINANCE DIRECTOR

Title

FOR THE STATE:

Date

BY: _____

Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ROWAN COUNTY
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE LESLIE E. HEIDRICK ASSISTANT COUNTY MANAGER / FINANCE DIRECTOR
APPLICANT ORGANIZATION ROWAN COUNTY	DATE SUBMITTED

North Carolina Division of Emergency Management

Rowan County

FEMA-4393-DR-NC

NC Department of Health & Human Services

2018

Month: July Day: 01

56 - 6000336

- 37159 -

SECONDARY AGENT

James M. Howden

Rowan County

Assistant Finance Director

130 W. Innes St.

Salisbury, NC 28144

(704) 216-8178

(704) 216-8110

(704) 621-2608

APPROVED this _____ day of _____, 20____

CERTIFYING OFFICIAL

Name

Official Position

Daytime Telephone

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Signature:_____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Church, County Manager
DATE: January 15, 2019
SUBJECT: Reclassification of Budget Analyst Position

ATTACHMENTS:

Description	Upload Date	Type
Reclassification of Budget Analyst Position and Job Description	1/15/2019	Cover Memo

TO: Board of County Commissioners

FROM: Aaron Church, County Manager

RE: Reclassification of Budget Analyst Position

DATE: January 15, 2019

I am requesting approval to reclassify the current vacancy in my department from a Budget Analyst to a Management Analyst. The Human Resources Director has reviewed the requested revisions and agrees that this position would remain at the same pay grade as the Budget Analyst (Grade 22). The proposed job description is attached for your consideration.

ROWAN COUNTY HUMAN RESOURCES

JOB DESCRIPTION

Job Title : ~~Budget~~ Management Analyst
Department: General
Revised : August 2015

Class : Professional
FLSA : Exempt

GENERAL DESCRIPTION

Highly responsible professional level ~~accounting work~~ analytical management assistance involving considerable independent judgment in ~~preparing the annual budget, reading, interpreting, and implementing County or departmental fiscal policy~~ performing responsible administrative and budget research and analyses and providing recommendations to the County Manager. Work involves monitoring expenditures and revenue in order to maximize projected revenues to be received. Work is performed independently under the general supervision of a higher level manager or director the County Manager and is evaluated by observation and through periodic conferences.

ESSENTIAL JOB FUNCTIONS (Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

~~Assists in preparing annual operating budgets, capital budgets, and capital improvement plans for review by management; acts as budget and fiscal officer and oversees a sophisticated accounting system.~~ Plans, organizes and coordinates programs and services involving diverse administrative operations; may administer or manage specific projects, programs and/or services; recommends and assists in installing improved administrative methods.

~~Prepares the annual budget based on Federal, State, and County appropriations.~~

Evaluates budget requests from department(s) which includes comparing new information with previous information, analyzing trends, requesting additional justification, and making recommendations to approve or deny requests.

~~Performs budget research, revenue and expenditure projections and makes appropriate recommendations; researches and makes recommendations on cost saving measures.~~ Conducts research and analytical studies on a variety of programs and issues; coordinates and expedites reports and program information from departmental input; develops procedures and forms; formulates recommendations and prepares reports and correspondence.

~~Prepares a completed budget package for presentation to a Director, County Manager, and/or County Commissioners; attends meetings to answer questions concerning the budget.~~

~~Analyzes the budget and makes recommendations on programs over and under budget and performs projections on different budgetary scenarios to various programs to see the impact on the County's costs and revenues and to assist in planning for future budgetary needs.~~ Assists in determining financial methods, procedures and costs pertaining to services and programs; conducts cost benefit analyses and reviews and prepares financial and statistical reports.

Reviews departmental performance measurement information and budgets for appropriateness, impact, cost effectiveness and conformity to County priorities and focus areas.

~~Exercises discretion and independent judgment in making recommendations for solutions to budgetary problems.~~ May assist in budget preparation and administration.

~~Completes budget amendments as to the amount of County funds needed as well as revenues projected to be received.~~

~~Formulates policies and procedures regarding the County budget process.~~ Confers with other departments, officials, consultants and explains policies and procedures; may make presentations on assigned projects and programs.

~~Prepares various monthly, quarterly, and annual financial reports.~~

~~Supervises lower level staff members and evaluates work performance.~~

OTHER JOB FUNCTIONS

Performs related duties as required.

Management reserves the right to add or amend duties at any time.

KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of ~~accounting, budgeting, and~~ project management and auditing principles and practices.

Considerable knowledge of local government accounting methods, procedures, and financial practices.

Considerable knowledge of local government programs, funding sources, and specific regulations governing expenditures and revenues.

Ability to use independent judgment and discretion in order to interpret and apply Federal, State, and Local ~~fiscal~~ regulations and to analyze and correct ~~budgetary~~ problems and errors.

Ability to prepare interpretive or analytical ~~accounting or financial statements and~~ reports.

~~Ability to manage complex budget(s) which is continually impacted with changing regulations and variations in funding and documentation requirements.~~

Ability to work independently with minimum supervision.

Ability to establish and maintain effective working relationships with government officials, the public, departmental program personnel, and other staff.

Ability to organize and present clearly oral and written reports of findings and recommendations.

Considerable skill using computers and applicable software.

PHYSICAL REQUIREMENTS

The work in this class is primarily sedentary in nature. Physical requirements include sitting for extended periods of time, walking, bending, stooping, and lifting books and files of approximately 10 lbs. or less. Work may include extended periods of time viewing a computer video monitor or operating a keyboard. Work may include operation of a motor vehicle. Employee may be exposed to hazardous materials.

EXPOSURE CONTROL

Work activity does not entail predictable or unpredictable exposure to blood or body fluids.

MINIMUM EXPERIENCE AND TRAINING

Masters's Degree from an accredited college or university in ~~Accounting, Finance,~~ Business Administration or related field and two years of experience in fiscal management, budget development and analysis, ~~data analysis,~~ public

administration, or related field; or Bachelor's degree in ~~Accounting or Finance~~, **Business Administration** or related field and three years of experience in fiscal management, budget development and analysis, **data analysis**, public administration, or related field; or an equivalent combination of education and experience. Local government experience is preferred.

**This job description does not create an employment contract,
implied or otherwise.**

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: January 14, 2019
SUBJECT: Public Hearing - Revised Incentive Agreement for 'Project Care'

At the October 1st meeting, the Board of Commissioners graciously approved a 'Level 2' incentive grant for 'Project Care.' The company behind 'Project Care' is an existing employer that is considering our community for a potential expansion which would lead to the creation of many well-paying new jobs, as well as a substantial increase to the County's tax base.

Since the grant was approved, the project parameters have changed. Originally, the project would see the creation of 59 new jobs and a \$68 million dollar capital investment. The revised project now proposes the creation of 35 new jobs with a \$45.2 million dollar capital investment.

The company has also requested changes to the proposed incentive agreement that was presented to the Commissioners at the October 1st meeting. They are mainly changes to the investment and job numbers that reflect the revised project, along with other minor modifications. Attached are copies of the originally presented agreement and a draft version with the proposed changes. Below is a list of these main changes:

- o New Proposed Capital Investment - \$45.2 million (was \$68 million)
- o New Proposed Jobs – 35 (was 59)
- o Revised Start Date for Grant – FY 20-21 (was FY 19-20)
- o Revision and Consolidation of Sections 2 & 3 in Article IV (to eliminate redundancy)

The Rowan EDC respectfully requests that the Board of Commissioners consider approval of a revised incentive agreement that reflects these changes after the public hearing.

ATTACHMENTS:

Description	Upload Date	Type
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Memo to Board
Original Incentive Agreement
Revised Incentive Agreement

1/15/2019
1/15/2019
1/16/2019

Cover Memo
Cover Memo
Cover Memo

Date: January 14, 2019
 To: Greg Edds, Chairman
 Cc: Aaron Church, County Manager
 Carolyn Barger, Clerk to the Board
 From: Scott Shelton, Vice President
 Re: Request for Council to consider revised incentive agreement for 'Project Care'

Dear Chairman Edds,

As you are aware, the Rowan EDC has been working diligently to win 'Project Care' for Rowan County. The company behind 'Project Care' is an existing employer that is considering our community for a potential expansion which would lead to the creation of many well-paying new jobs, as well as a substantial increase to the County's tax base.

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

Since the grant was approved, the project parameters have changed. Originally, the project would see the creation of 59 new jobs and a \$68 million dollar capital investment. The revised project now proposes the creation of **35 new jobs with a \$45.2 million dollar capital investment**. An additional \$20 million in new investment and 20 new jobs through the transfer of an existing production line to Rowan County also remains a possibility, but "is on hold indefinitely" according to a company representative.

Although these numbers are less than originally proposed, the Rowan EDC is very excited about the potential benefits that this revised project would offer Rowan County. The chart below is an updated estimate of the tax revenue that would be generated by the project. The investment timeline is based on the information provided to the Rowan EDC by the company.

<i>(Substantial Construction Completed by December 31, 2019)</i>		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	\$24,200,000	\$44,200,000	\$45,200,000	\$45,200,000	\$45,200,000
County Tax Rate	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate	\$160,325	\$292,825	\$299,450	\$299,450	\$299,450
Expansion Grant %	75% for 5 years. Paid in FY 2021 - 2025	75%	75%	75%	75%	75%
Expansion Grant %	County Tax Revenue times Expansion Grant	\$120,244	\$219,619	\$224,588	\$224,588	\$224,588
County Net Revenue	County Tax Revenue minus Expansion Grant	\$40,081	\$73,206	\$74,863	\$74,863	\$74,863

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Sum.
2024	2025	2026	2027	2028	
\$45,200,000	\$45,200,000	\$45,200,000	\$45,200,000	\$45,200,000	\$45,200,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$299,450	\$299,450	\$299,450	\$299,450	\$299,450	\$2,848,750
\$0	\$0	\$0	\$0	\$0	\$1,013,625
\$299,450	\$299,450	\$299,450	\$299,450	\$299,450	\$1,835,125

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

Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$2,848,750, disburse a \$1,013,625 grant and retain an estimated \$1,835,125 of new revenue.

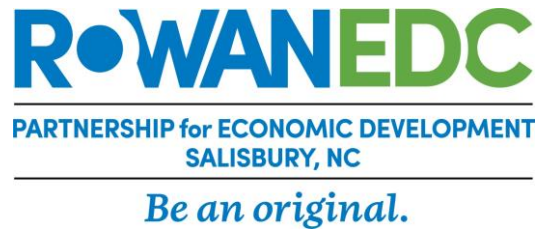
Though the company was originally awarded a 'Level 2' incentive grant which would be equal to 80% of the new taxes paid, the estimates above are based on the company receiving a 'Level 1' incentive grant (75%). This is due to the revised investment amount of \$45.2 million falling below the minimum investment threshold for a 'Level 2' grant (\$50 million).

The company has also requested changes to the proposed incentive agreement that was presented to the Commissioners at the October 1st meeting. They are mainly changes to the investment and job numbers that reflect the revised project, along with other minor modifications. Attached are copies of the originally presented agreement and a draft version with the proposed changes. Below is a list of these main changes:

- New Proposed Capital Investment - \$45.2 million (*was \$68 million*)
- New Proposed Jobs – 35 (*was 59*)
- Revised Start Date for Grant – FY 20-21 (*was FY 19-20*)
- Revision and Consolidation of Sections 2 & 3 in Article IV (*to eliminate redundancy*)

These proposed changes have been reviewed by the County Attorney, who provided valuable feedback and recommendations during this process.

I respectfully request that the Board of Commissioners consider approval of this revised incentive agreement after the public hearing. The company is very appreciative of the County's support and enthusiasm for this project. While approval of this agreement does not guarantee that 'Project Care' will choose our community, the Rowan EDC feels confident that it will greatly strengthen our position.



Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton".

Scott Shelton
Vice President

A handwritten signature in blue ink that reads "Scott Shelton".

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 Care" 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 located at _____, Salisbury, North Carolina (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 \$68 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

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

ARTICLE I
COUNTY INDUCEMENTS

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

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

a) Real Property Valuation.

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

b) Personal Property Valuation.

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

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

d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 80% (0.80).

- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Eighty Percent (80%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

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

ARTICLE III
EMPLOYMENT

- 1) The Company projects that it will create 59 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2020, the Company shall employ 257 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 19-20	0
FY 20-21	24
FY 21-22	59
FY 22-23	59
FY 23-24	59

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2019, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

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

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

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

ARTICLE V
RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND
CONDITIONS

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

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

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

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

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

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

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

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

ARTICLE VIII GENERAL PROVISIONS

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

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

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

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

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

To Company: Name and Contact Information

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

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

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

[Signature page follows]

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

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

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

Leslie Heidrick
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II
County Attorney

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

ORIGINAL

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 _____ and its affiliate "_____". (hereinafter referred to as the "Company").

WITNESSETH

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

WHEREAS, the Company has determined that the property located at _____, Salisbury, North Carolina (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, the Company is considering investing up to \$45.2 million dollars 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"). While it is the intent of Company to provide a proper listing of projects at the time of application, Company reserves the right to substitute projects

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. Multiply the property taxes applicable to the New Property Value for each applicable Property by 80% (0.80).

- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Eighty Percent (80%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the County through its customary audit procedures during year(s) 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 made significant upgrades to the Facility by December 31, 2019, with possible additional investments to follow in 2020 and 2021.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2020, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2021. If the Facility is not complete by January 1, 2020, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2020.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
EMPLOYMENT

- 1) The Company is considering projects that would add up to 35 Full Time Equivalents ("FTEs") with this Project. If all projects are successfully completed, the Company will employ 254 FTEs as of December 31, 2022. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 20-21	15
FY 21-22	25
FY 22-23	35
FY 23-24	35
FY 24-25	35

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs in the aggregate to the County on or before June 30, 2021, 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) In an Event of Default, as defined in this paragraph, this Agreement shall automatically terminate and all Grant funds received by the Company during the thirty-six (36) months prior to any Event of Default shall be repaid in full as provided in paragraph 3 of this article. The following occurrences constitute Events of Default:
 - a. The Company ceases operations in the Rowan County;
 - b. The Company eliminates the majority of its FTEs in Rowan County within twelve (12) months after the disbursement of Grant funds; or
 - c. The Company makes a public announcement of its plans to close or eliminate the majority of its FTEs in Rowan County.
- 3) In an Event of Default, the Company shall make payment to the County within one-hundred 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.
- 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 existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper

action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

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

ARTICLE VIII GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws

governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

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

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

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

To Company: Name and Contact Information

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

With Copy: Name
 Address
 Phone Number

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

[Signature page follows]

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

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

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

Leslie Heidrick
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II
County Attorney

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner
DATE: 1/9/19
SUBJECT: Public Hearing for Z 07-18

Traci Kinser is requesting the rezoning of a 2 acre portion of parcel 319 153 located at 5025 US 601 HWY from Rural Residential (**RR**) to Neighborhood Business (**NB**). The presentation for this request can be found at the following url: <https://rowancountync.maps.arcgis.com/apps/MapJournal/index.html?appid=8cf8f709991b4e0fb96a292fe2d4cefe>

Conduct public hearing, motion to adopt statements, and motion to approve / deny / table Z 07-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/9/2019	Cover Memo
Application	1/9/2019	Cover Memo

Z 07-18

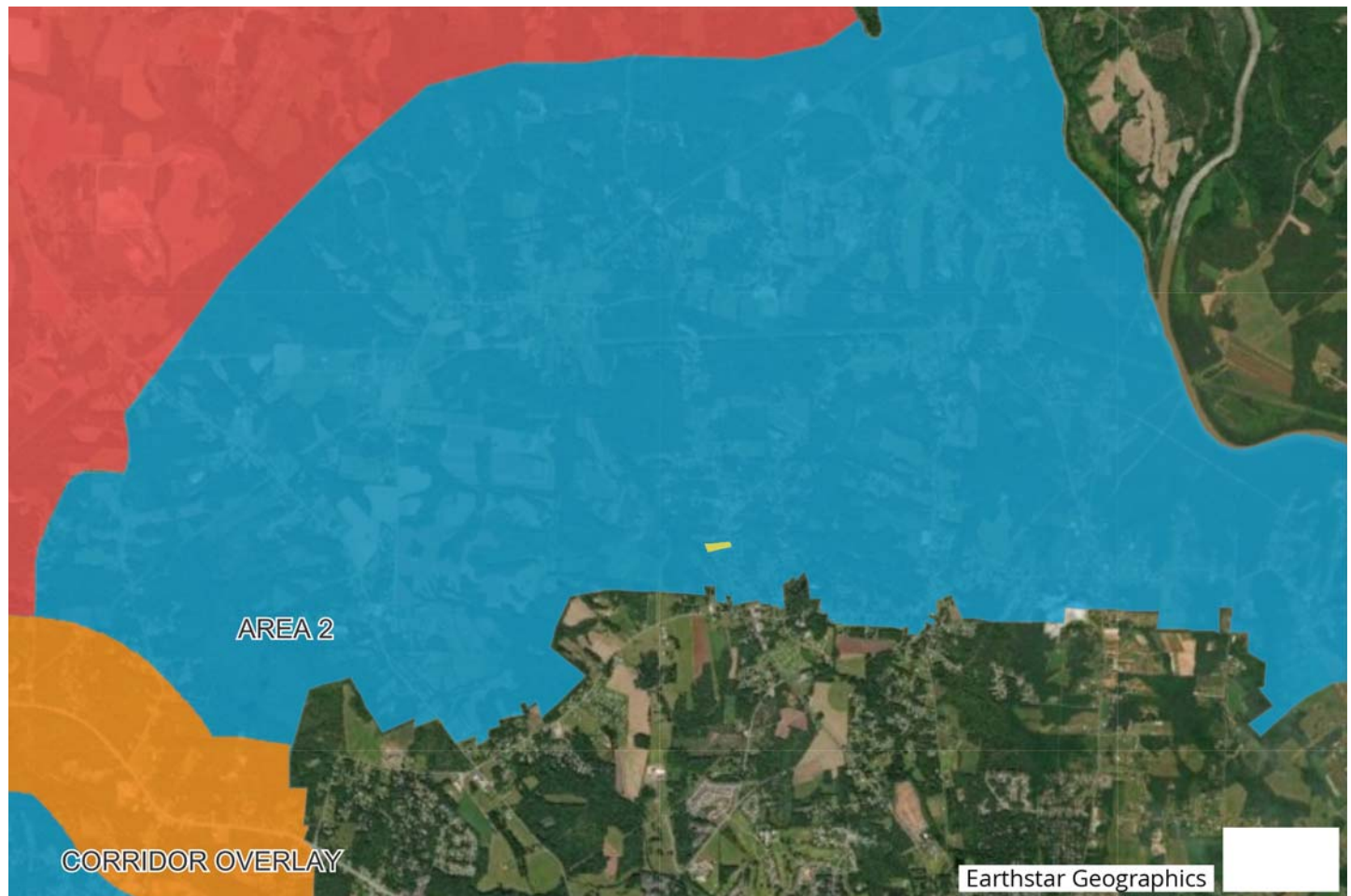
This story was made with [Esri's Story Map Journal](#).
Read the interactive version on the web at <https://arcg.is/1uy9TT>.



Traci Kinser is requesting the rezoning of a 2 acre portion of parcel 319 153 located at 5025 US 601 HWY from Rural Residential (**RR**) to Neighborhood Business (**NB**).

Traci Kinser has owned the property since 2006 and currently operates a rural home occupation selling playground equipment and mulch. Rural home occupations are limited to 2000 Sq Ft in total operational area, so Mr. Kinser is seeking a rezoning to increase the operational area and to have the flexibility to operate other commercial uses on the property.

Land Use Plan



site

Western_Area



Site



AREA 1



AREA 2



AREA 3



COMMERCIAL

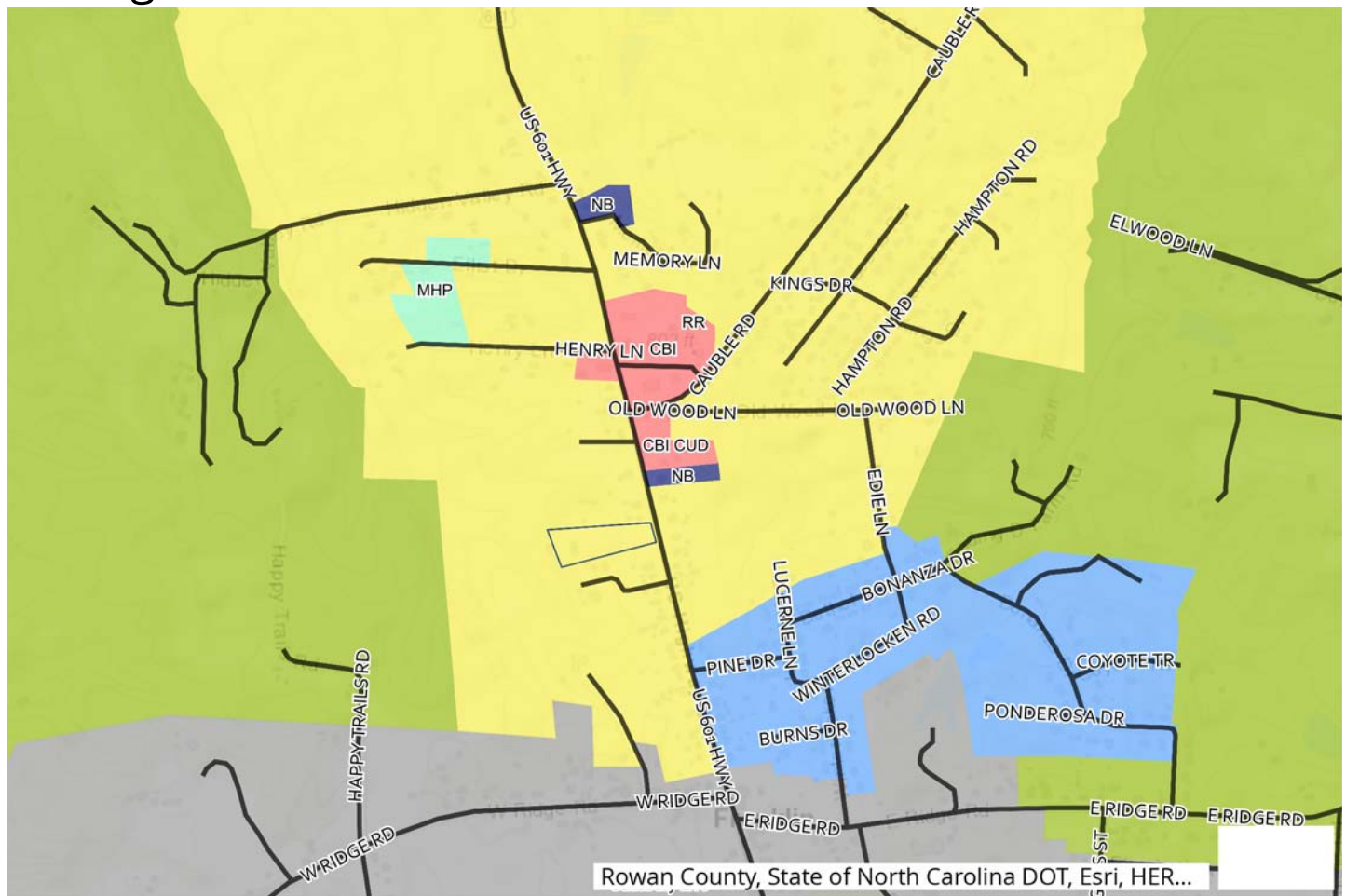


CORRIDOR OVERLAY

Parcel 319 153 is off of US 601 which falls in Area two of the Western Area Rowan Land Use Plan identified as Areas adjacent to Salisbury, Spencer, China Grove and Landis.

The Western Area Land Use Plan encourages mixed use development throughout this area to Include commercial components with residential development to serve proposed and surrounding neighborhoods.

Zoning



The property is currently zoned RR with the closest NB district being 250' away. There is a 16 acre CBI district at the intersection of US 601 and Cauble Rd.

Vicinity

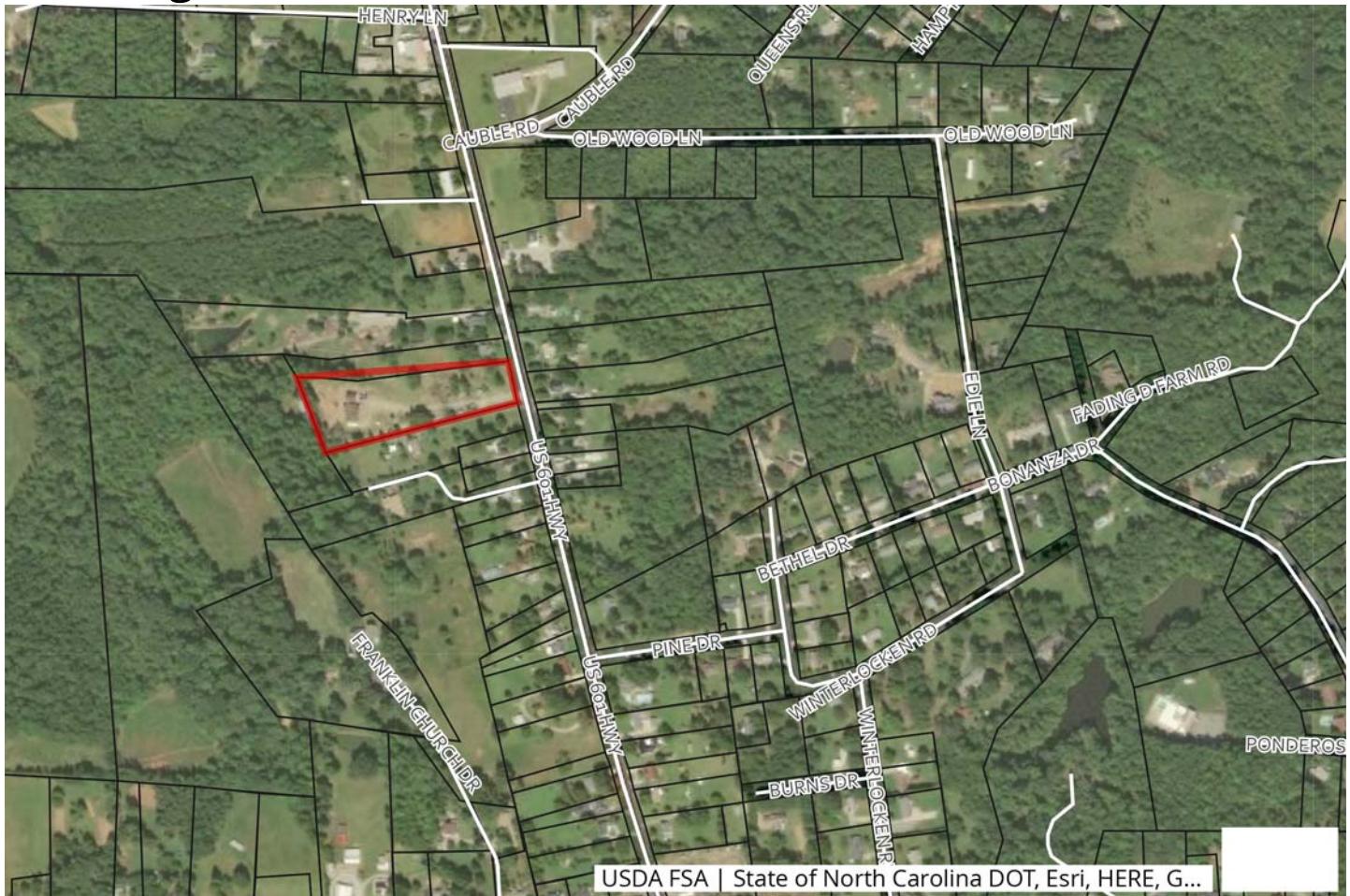






- US 601 HWY has a 15,100 vehicle per day capacity. As of 2017 this section of US 601 was at 7,700 vehicles per day.

Planning Board



On November 26th the Planning Board adopted the following statements.

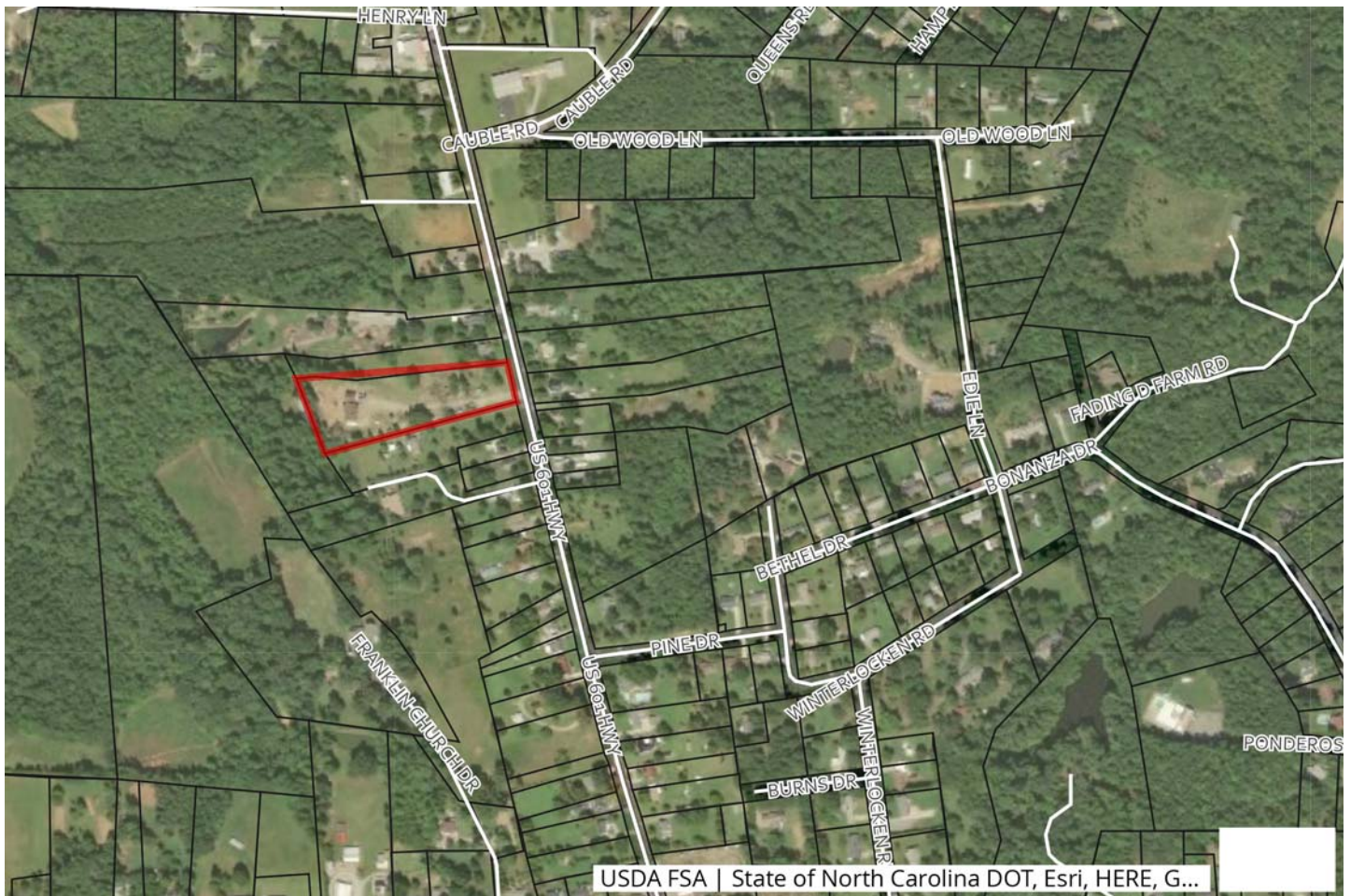
Statement of Consistency

Z 07-18 is consistent with the Western Rowan Area 3 Land Use Plan based on the following: the property is in close proximity to similarly zoned property, the location of the property along is on US 601 Hwy which is a major thoroughfare.

Statement of Reasonableness

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

Procedures



- Adopt a statement of Reasonableness
- Adopt a statement of Consistency
- Approve/Deny/Table Z 07-18



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

Case # Z-07-18
Date Filed 10-2-18
Received By AWM
Amount Paid 300⁰⁰ pd
Office Use Only

Z-011820-2018

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Tracy R Kinsler
Signature: Tracy R Kinsler
Phone: (980) 234-1183 Email: Tessadawn.2601@me.com
Address: 5025 U.S. Hwy 601 Salisbury N.C 28147

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

Name: Tracy R Kinsler
Signature: Tracy R Kinsler
Phone: (980) 234-1183 Email: tessadawn.2601@me.com
Address: 5025 U.S. Hwy 601 Salisbury N.C 28147

PROPERTY DETAILS:

Tax Parcel(s): 319.153 Size (sq.ft. or acres): 3.26
Property Location: 5025 US Hwy 601
Current Land Use: Residential
Date Acquired: 2006 Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District NB

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

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

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

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: Lela Ijames, Planning Technician
DATE: 1/9/2019
SUBJECT: Public Hearing for Road Name Changes Resulting from Old Beatty Ford Realignment

In 2016, the North Carolina Department of Transportation (NCDOT) began the I-3804 project which will make significant changes to existing roads in the Old Beatty Ford Rd area adjacent to I-85 necessitating 92 addresses changes, and the renaming of three road segments.

Conduct a public hearing, Approve / Table / Deny the proposed changes.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/9/2019	Cover Memo
GIS Map	1/9/2019	Cover Memo
Natural Areas information	1/9/2019	Cover Memo
Letter from Allen Cress	1/9/2019	Cover Memo



Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Lela Ijames, Planning Technician
RE: **Public Hearing for Road Name Changes Resulting
from Old Beatty Ford Realignment**
DATE: January 9, 2019

BACKGROUND

In 2016, the North Carolina Department of Transportation (NCDOT) began the I-3804 project which will make significant changes to existing roads in the Old Beatty Ford Rd area adjacent to I-85 necessitating 92 addresses changes. In addition to the attached map, an interactive web mapping application can also be found on the Rowan County Planning and Development Department's homepage that depicts the road improvements, proposed road names and address assignments; link: www.rowancountync.gov/planning .

The I-3804 project will result in the following: a new alignment of Old Beatty Ford Road, construction of an associated interchange, a new bridge over I-85, and demolition of the current bridge over I-85 rendering two dead end road segments. The rerouting of Old Beatty Ford Road will use part of what is currently Lentz Road and Lentz Road will be rerouted to end on the new portion of Old Beatty Ford Road creating a dead end drive with five residences (See orange road: Attachment 1). A road name petition was sent to the five property owners and returned with one hundred percent of property owner signatures allowing for administrative approval of ***Basinger Farm Road***.

Discussion between the Rowan County Planning Department and Rowan County Telecommunications Department, identified three segments of road (highlighted on Attachment 1) would need to be renamed. The purple and blue road segments will require renaming, as they will no longer be the route of Old Beatty Ford Road. The 3500-4200 blocks of Lentz Road (See red road; Attachment 1) will be changed to Old Beatty Ford Road as this road segment will connect the new portion of Old Beatty Ford Road with the existing Old Beatty Ford Road.

PUBLIC MEETING

On November 15th, employees from both Rowan County Telecommunications and the Planning and Development Department held a public information meeting at Bostian Elementary School to discuss the proposed changes, receive feedback, and answer any questions from residents that will be impacted by the realignment. Feedback received at the meeting aided Planning Staff in naming the blue road segment, Chalk Maple Road. Various residents suggested nature themed road names, however, no road name suggested complied with Rowan County's Road Naming Ordinance due to duplication of names, use of directional prefixes, and spelling or pronunciation challenges.

STAFF RECOMMENDATION

Review of the comments and feedback received at the public meeting aided Planning Staff in developing a recommendation for naming of the blue road segment – ***Chalk Maple Road***. Staff evaluated the USDA website and found that Chalk Maple trees are rare to the southeastern United States and only present in thirteen (13) counties in North Carolina; link: (<https://plants.usda.gov/core/profile?symbol=ACLE>). While the USDA website did not show Chalk Maples present in Rowan County, the Baranski report (See highlighted text and map; Attachment 2) found a small concentration of Chalk Maple trees were present north of the blue road segment. Staff consensus proposes the following road name changes for public hearing consideration:

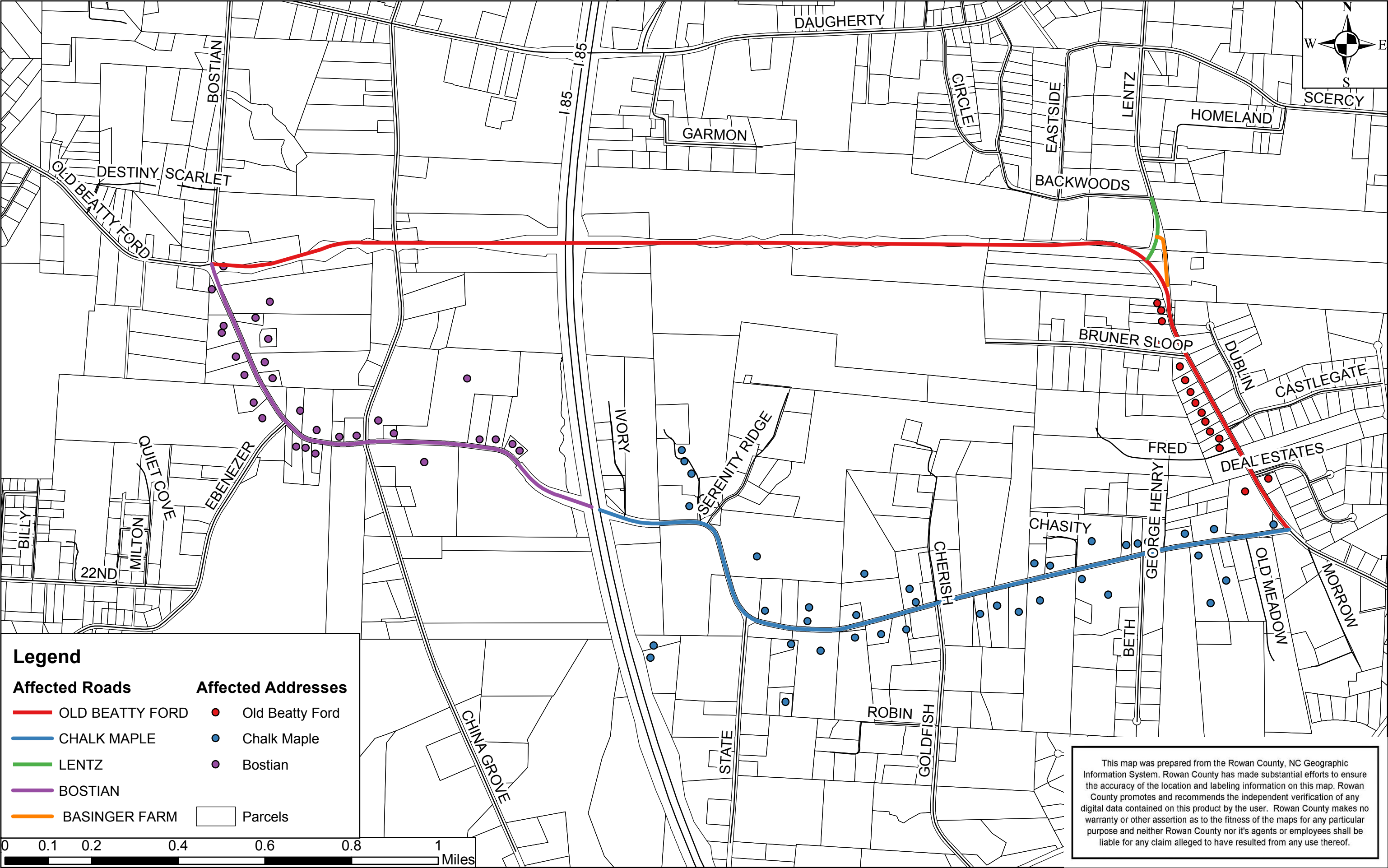
1. The purple road segment as a continuation of ***Bostian Road***.
2. The blue road segment will be named ***Chalk Maple Road***.
3. The 3500-4200 blocks of Lentz Road will be changed to ***Old Beatty Ford Road***.
4. The newly constructed road will be named ***Old Beatty Ford Road***.

If approved, the proposed changes would take effect March 1st, 2019. The NCDOT has estimated that the new portion of Old Beatty Ford Road will be completed Summer of 2019, the existing Old Beatty Ford Road bridge will be removed Fall of 2019, and the new interchange will be completed Summer of 2020. Discussion between the Rowan County Planning Department and Rowan County Telecommunications Department determined an effective date of March 1st, 2019 would allow residents and emergency services adequate time to make changes to the effected addresses prior to the completion of the I-3804 project.

SUGGESTED ACTION

- ✓ **Approve, table, or deny the suggested road name and address changes due to the Old Beatty Ford Road realignment.**

Old Beatty Ford Proposal



Site name: Brunner Sloop Woods

Site number: 51

Significance: Regional

Integrity: Fair

Threat status: Strong

Location: Approximately two miles southeast of China Grove, on east side of Interstate 85. In quadrangle bounded by Interstate 85 on west, Pine Ridge Road (SR 1243) on north, Lentz Road (SR 1337) on east, and Old Beatty Ford Road (SR 1221) on south.

USGS Quad: China Grove PR 1987

Approximate acreage: 150-200 acres

Reasons for significance: This area includes interesting variations of Basic Oak--Hickory Forest and possibly other community types, all apparently related to the Helena soil series, a well-drained, slowly permeable soil formed from mixed acid and basic crystalline rocks on broad ridges and with perched water tables in late winter and early spring. Several plant species and associations were found here that are rare or unusual occurrences for Rowan County. A large Piedmont population of low June-berry (*Amelanchier spicata*) is present. The chalk maple (*Acer saccharum* ssp. *leucoderme*), a rare species in Rowan County occurs here. There is unusual dominance of *Nyssa sylvatica* and *Carya* spp. in a Basic Oak--Hickory Forest community. There are remnants of old forest. This is one of the largest remaining undeveloped areas in southern Rowan County.

General description: This is a hilly section isolated by Interstate 85, county roads, and high density rural development. It is a prominent ridge system with slopes, ravines and small draws oriented in all directions. Small flats and steep slopes occur. The elevation ranges between 700-815 feet. The area lies over metavolcanic rock of interbedded felsic to mafic tuffs and flowrock. The soils of the predominant gentle slopes are mostly Helena sandy loams, but some Vance sandy loam also occurs. On the less abundant steeper slopes, Pacolet sandy loam is the soil type. This is a large area that was not thoroughly investigated or internally mapped, but most sections were at least cursorily examined. A variety of community types occurs. The predominant communities appear to be Basic Oak--Hickory Forest and Dry Oak--Hickory Forest, but some Dry-Mesic Oak--Hickory Forest and Mesic Mixed Hardwood Forest are also present. Besides the fact that more investigation is needed, another factor complicating community definition is the extensive presence of young stands and successional areas interspersed with older stands. Large parts have been logged in modern times and are now recovering; many of the old stands suffered hurricane damage and were being salvage-logged. There is not a lot of homogeneity because of site history and (probably) the interspersed soil types. Communities seem to shift quickly between Basic Oak--Hickory and Dry Oak--Hickory and between younger, more dense, and older, more open, stands. There are small depressions here and there with "wet" vegetation, and old road beds on flats have many wet places with hydrophytic vegetation. There are lots of sapling and shrub thickets in places, and some successional pine forest (6-10" dbh) is also included in the natural area boundaries.

The Basic Oak--Hickory Forest is best expressed on the ridge in the northernmost part of the natural area, where a nice, mature second-growth stand occurs. Stature of the forest is generally short and many trees have a gnarled appearance, except downslope. *Carya* spp. share dominance with *Quercus* spp. and *Nyssa sylvatica*. In one area, *Carya* was dominant (all trees 10-22" dbh), with *C. tomentosa* most common. Some *Carya pallida* was also present. In that same area, *Nyssa sylvatica* was almost as important. The most common oak in this forest was *Quercus alba* (many 20" dbh), but *Q. falcata*, *Q. coccinea*, *Q. stellata*, and *Q. velutina* were also frequent. *Acer rubrum* was present, and a few *Fraxinus americana* (10" dbh), *Pinus virginiana*, and *P. echinata* also occurred. The understory was diverse. *Acer saccharum* ssp. *leucoderme* was common. Other understory species included *Cornus florida*, *Carpinus caroliniana*, *Cercis canadensis*, *Ulmus alata*, *Prunus serotina*, *Fraxinus americana*, several *Crataegus flava*, a few *Juniperus virginiana*, and a rare *Carya ovata*. In the shrub layer, azaleas (probably *Rhododendron nudiflorum*) were locally abundant and *Amelanchier spicata* was notably common. Other shrubs were *Vaccinium stamineum*, *V. vacillans*, *Viburnum rufidulum*, and *V. acerifolium*. *Parthenocissus quinquefolia*, *Smilax*

rotundifolia, and *Vitis rotundifolia* were common vines. Herbs present included *Chamaelirium luteum*, *Smilacina racemosa*, *Amianthium muscaetoxicum*, *Chimaphila maculata*, *Hexastylis arifolia*, *Ovularia perfoliata*, *Galium circaeans*, and *Dioscorea villosa*.

A Dry Oak--Hickory Forest appears to develop as sites become drier toward the crests of the ridges. Some areas are quite open with sparse trees and other vegetation, while other areas are thicker. The average dbh of canopy trees was usually 6-12", but there were some nice oak stands with 12-21" dbh trees. Dominance varied among sites. In general there was less hickory, but there were spots (as in the previous community) where hickory was dominant. *Quercus stellata* was dominant in some spots. The stands with larger trees were dominated by *Quercus alba*, *Q. stellata*, and *Q. coccinea*; lesser amounts of *Q. falcata*, *Carya* spp., *Diospyros virginiana*, and *Oxydendrum arboreum* were also present. Pines were locally more important than in the Basic Oak--Hickory Forest, and some *Quercus marilandica* was present. The herb layer included many *Panicum* spp. (in flats of ridges), *Antennaria plantaginifolia*, *Scutellaria* sp., *Lycopodium flabelliforme* (in a swale), *Hystrix patula*, other graminoids, and reindeer lichen (*Cladonia* sp.). *Hypericum hypericoides* was a common shrub.

A community tentatively identified as Dry Mesic Oak--Hickory Forest was best-developed on the long southwesternmost ridge. This area includes the largest canopy trees of the dry forests in the area. Many trees were 20-24" dbh. The forest was selectively cut long ago (not a destructive cut) and aesthetics were not destroyed. *Quercus alba* is dominant. Other important trees are *Quercus rubra*, *Q. stellata*, *Q. coccinea*, and *Carya* spp. The trees are nicer on slope sides. There is a thick early transgressive layer, but not many intermediate-sized trees. *Fagus grandifolia* saplings are uncommon. There has been hurricane damage here in parts. Some salvage-cutting has occurred, but many old trees remain. This was a very nice forest before Hurricane Hugo.

A Mesic Mixed Hardwood Forest has formed on the west-facing slopes and ravines on the west side of the natural area. The intact forest is generally quite pretty and old. There are lots of nice tall *Fagus grandifolia*, *Quercus* spp., and *Carya* spp. Nice groves of *Carya ovata* occur on the lower slopes. Mesic herbs are abundant. The many small ravines provide extensive microrelief. Unfortunately, for this community and the area as a whole, salvage-cutting has been rather extensive. Some standing large trees may also have been taken. Only the best logs were taken and large parts of the trees still remained on the ground. The worst parts of these stands are now open and weedy.

A wet vegetation has developed in forest depressions and in spots in old logging road beds. *Quercus phellos*, *Fraxinus* sp., and *Scirpus atrovirens* were predominant in some depressions. Wet spots had herbaceous vegetation that included *Ludwigia palustris*, *L. alternifolia*, *Mecardonia acuminata*, *Parthenium integrifolium* var. *integrifolium*, *Linum striatum*, *Panicum scoparium*, *P. dichotomum*, and *P. anceps* var. *anceps*.

Comments: The oldest forest is (was) on the southwest side, in an area of steep slopes and many small ravines. Salvage-logging of the best trees was occurring (or had just finished) at the time of site study. Only the best logs were taken in many places; some of the larger standing trees may also have been taken. However, a large part of the forest, even some very large trees, was left intact. Prior to Hurricane Hugo, this was truly a superb forest. Now, in the worst places, it is very weedy and open.

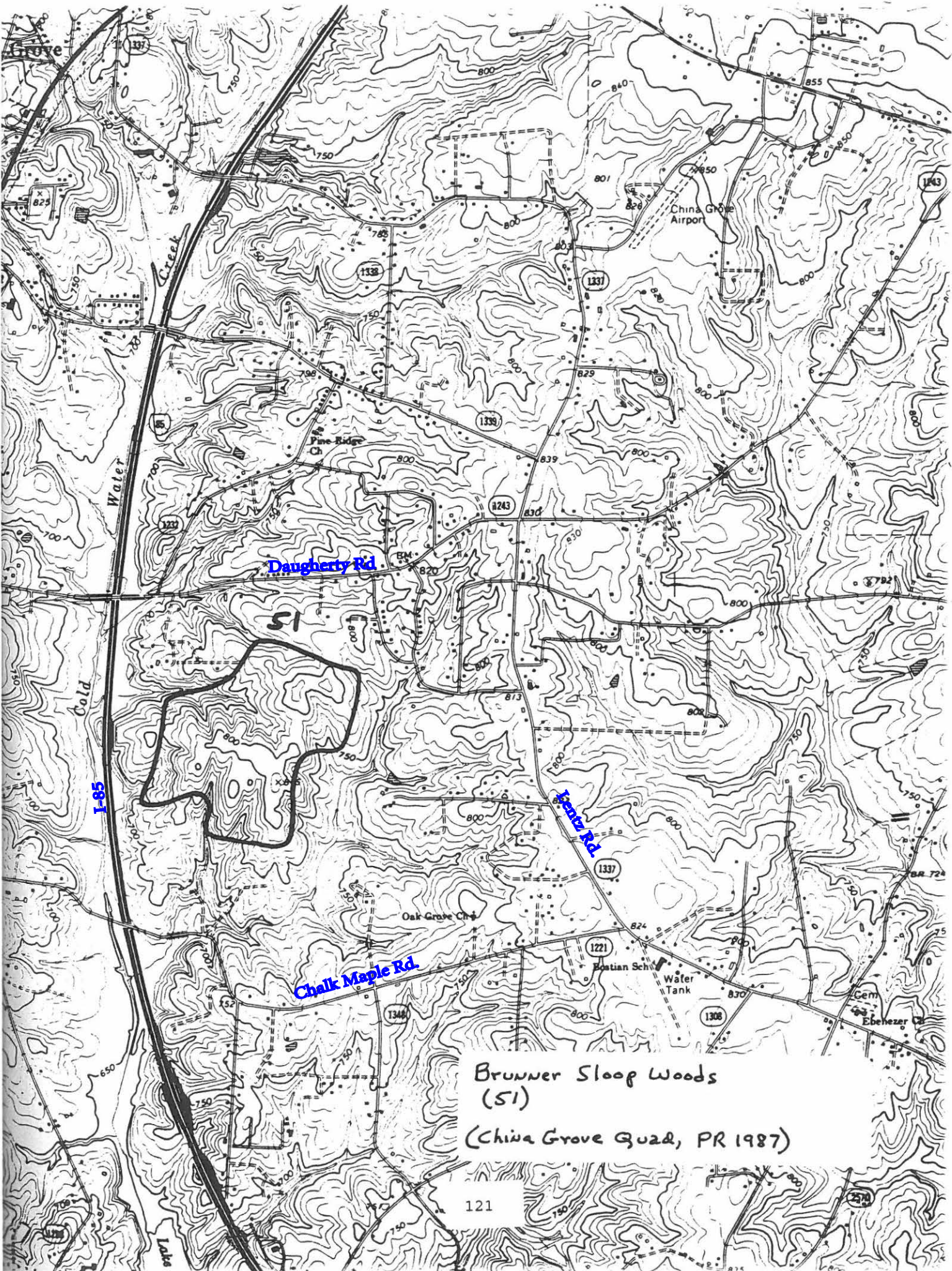
Some interesting soil-vegetation relationships occur outside the mapped boundary on the east side (bottomland hardwoods along stream and ravine), but the area was excluded because of low site integrity.

A number of well-used ORV trails traverse the area. Noise from I-85 is severe on the west side.

Protection status and management recommendations: This may be a difficult area to protect, located as it is in the highly developed southern section of Rowan County. There is probably heavy pressure to develop these lands for residential purposes in this rapidly growing area of the county. Protection would have to involve recognition by the multiple landowners that these lands have natural area significance. A cooperative arrangement to protect the area via a natural area registry may be difficult to achieve because of the multiple ownerships. Any

further logging should not occur. Possibly some controls over trail use (abuse) could be developed.

Ownership: Multiple owners. Largest portion, on northwest side, owned by Brunner G. Sloop, 555 Brunner Sloop Rd., China Grove, NC 28023 (704/857-5063). East side owned by Dial G. Corinne, 902 East 13th St., Kannapolis, NC 28081. Southwest side owned by Wade and Willie Rymer, 2185 Old Beatty Ford Rd., China Grove, NC 28023 (704/857-5743). Southeast side owned by Ernest and Evelyn Cole, 430 Evergreen Lane, China Grove, NC 28023 (704/857-9078).



Brunner Sloop Woods
(SI)
(China Grove Quad, PR 1987)



1090 Corporate Center Dr.
Salisbury NC, 28146

Chief
Allen Cress

Phone 704-216-8510
Fax 704-216-8508

MEMORANDUM

1/9/2019

Commissioners,

I hope this memo finds each of you well. I am writing in support of the proposed road name changes resulting from the Old Beatty Ford Rd project. As you are probably aware, the proposed road name change recommendations involve "extending" Bostian Rd, renaming a former section of Old Beatty Ford Rd and renumbering and changing a section of Lentz Rd to Old Beatty Ford Rd. The 9-1-1 Department has been working closely with the Planning Department on this project. I want to express the reasoning behind proposing these recommended changes.

The "extension" of Bostian Rd is logical considering the road does maintain a straight course to its dead end at the interstate. This creates a "natural" terminus and will assist Emergency Services in locating citizens in need. Since the older and current section of Old Beatty Ford Rd will appear to be a "new" road, renaming this section to the proposed name of "Chalk Maple Rd" should also assist in eliminating any confusion and create a clear path for Public Safety responses. From my experience as a field responder, the more the addresses and road names are correct and in order, the more time is saved finding those in need. The newly constructed section of road being named or continued as Old Beatty Ford Rd is reasonable given its course between Bostian Elementary, the new interchange and the Landis/China Grove area.

The 9-1-1 and Planning Departments want to ensure citizens affected by these changes that responses from Public Safety are as efficient, expeditious and as safe as possible for all involved in a request for Emergency Services. As your 9-1-1 Chief, I think the work completed by both Departments has accomplished this goal with the project plan that is before you for review.

Allen Cress

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 9, 2019
SUBJECT: Public Hearing: ZTA 03-18 Campground / RV Parks Text Amendments

BACKGROUND

The Commission enacted a six (6) month moratorium on establishing or expanding campgrounds and RV parks in the County's planning jurisdiction effective August 6, 2018 until February 6, 2019. The moratorium further directed the Rowan County Planning Board to study the topic and provide recommendations to the Commission for its consideration.

Committee B of the Rowan County Planning Board was assigned study of this item and met on several occasions to review current text; existing campground locations; receive feedback from the County's Building Inspections, Environmental Health and Fire Marshal; review development standards from around the state [18 counties and 3 municipalities]; and develop proposed amendments for Planning Board consideration at the October 22, 2018 Planning Board meeting.

The Planning Board unanimously supported forwarding those recommendations to the Commission for its consideration and guidance. Staff presented the text to the Commission at its November 5, 2018 meeting and no substantive changes were recommended at that time. As such, the Planning Board conducted its required Courtesy Hearing on the ZTA 03-18 text amendments on November 26, 2018; reference Attachment 1.

NOTIFICATIONS

Staff provided notice of this public hearing to all campground and RV park owners of record located in the County's planning jurisdiction. Notice of the same was provided to citizens that had expressed an interest in the topic during the moratorium and was also advertised in the *Salisbury Post* on January 10 and 17, 2019.

RECOMMENDATION

- Receive Staff presentation for ZTA 03-18
- Conduct Public Hearing on proposed ZTA 03-18 text amendments
- Adopt Statements of Consistency [Planning Board recommendations provided in Attachment 2]
- Decide whether to Adopt / Table / Reject or Refer back to Planning Board the ZTA 03-18 text amendments

ATTACHMENTS:

Description	Upload Date	Type
Attachment 1: ZTA 03-18 Text Amendments	1/9/2019	Ordinance
Attachment 2: Statements of Consistency	1/9/2019	Backup Material

Sec. 21-4. Definitions. [EXCERPT]

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

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

Caliper means the diameter of a tree trunk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Is partially dismantled or wrecked; and

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

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

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

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

Land division. See term "subdivision."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Built on a single chassis;

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Setbacks.

Front 50 feet

Side street 30 feet

Side 20 feet

Rear 20 feet

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

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

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

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

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

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

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

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

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

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

1. Proof of accreditation by a recognized board, or provide proposed articles of incorporation and by-laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.
2. Projected school enrollment and number of boarders.
3. Description of curriculum.
4. Traffic study.
5. Overnight staffing.

b. *Recreation facilities, membership and nonmembership.*

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

~~c.~~ **d.** *Automotive repair and services (SIC 75).*

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

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

a. *Multitenant developments.*

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

b. *Winery, Wine Tasting Room*

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

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

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

2. *Setbacks.*

Front 50 feet

Side street 30 feet

Side 20 feet

Rear 20 feet

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

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

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

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

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

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

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

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

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

c. *Zoological garden.*

1. *Site plan.* A site plan shall be provided showing all fencing, exhibit and storage areas,

Sec. 21-113. Table of Uses.[EXCERPT]

As of 10/15/18

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

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



ROWAN COUNTY PLANNING BOARD

Adopted Statements of Consistency

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

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

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

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

A motion to approve ZTA 03-18 was made by Mr. Poteat and was seconded by Mr. Bogle. The motion passed with nine in favor and zero against.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 9, 2019
SUBJECT: Moratorium Ordinance for Campgrounds and RV Parks: Consider Termination

BACKGROUND

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

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

The public hearing for proposed amendments to the Zoning Ordinance is scheduled for January 22, 2019. Assuming the amendments are adopted, it is not necessary for the moratorium to remain in effect.

RECOMMENDATION

Provided the ZTA 03-18 text amendments are adopted, Staff recommends the Commission make a motion to terminate the Campgrounds and Recreational Vehicle Ordinance effective January 23, 2019.

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

ATTACHMENTS:

Description	Upload Date	Type
Adopted Moratorium Ordinance	1/10/2019	Ordinance

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

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

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

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

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

Section I. Title

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

Section 2. Problem Statement and Course of Action

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

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

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

Section 3. Applicability

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

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

Section 4. Moratorium Duration

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

Section 5. Schedule of Actions

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

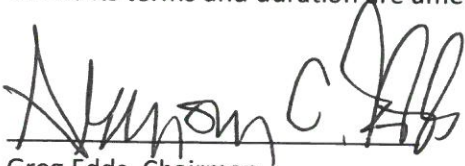
The following schedule proposes the actions to be taken by Rowan County during this moratorium.

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

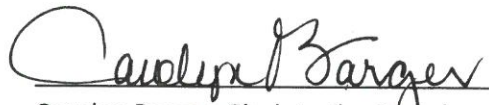
November '18 – December '18	Suggested revisions or guidance from the Board of Commissioners will be incorporated into the DRAFT text amendments (as necessary)
December 2018	Rowan County Planning Board will conduct a Courtesy Hearing on the DRAFT text amendments and provide its recommendation to the Board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

Section 6. Effective and Termination Dates

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



 Greg Edds, Chairman



 Carolyn Barger, Clerk to the Board