



## **ROWAN COUNTY COMMISSION AGENDA**

**April 4, 2022 - 3:00 PM**

**J. Newton Cohen, Sr. Room**

**J. Newton Cohen, Sr. Rowan County Administration Building**

**130 West Innes Street, Salisbury, NC 28144**

**Join from a PC, Mac, iPad, iPhone or Android device:**

**<https://bit.ly/rowanboc3pm>**

**Password: 028144**

**Or join by phone:**

**Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

**Webinar ID: 975 6995 5631**

**Password: 028144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: March 21, 2022

### **1 Consider Approval of Consent Agenda**

- A. ARPA Funding Request
- B. National Cinemedia Agreement
- C. FY 22-23 HOME Funding Action Plan

- D. Cheerwine Satellite Parking Request
  - E. Contract with Family Advantage, LLC for DSS
  - F. Schedule Public Hearing for ZTA 02-22: Conditional Zoning, for April 18, 2022
  - G. Schedule Public Hearing for Z 03-22
  - H. Fifth Amendment for Securus Technologies
  - I. Amendment No. 2 for REI Engineers, Inc. Master Agreement
  - J. East Gold Hill VFD Lease and Option Agreement with HomeTrust Bank
  - K. Request for Detention Center Staff Incentives
- 2 Special Recognition
- A. Proclamation for Public Safety Telecommunicators Week
  - B. Proclamation for Child Abuse Prevention and Awareness Month
- 3 Public Comment Period
- 4 Public Hearing & Summary Presentation - Proposed Red Rock Industrial Park
- 5 Public Hearing & Summary Presentation - General RV Project
- 6 Public Hearing for Z 02-22: Chris Roseman
- 7 Appeal of Address Assignment: William Christie Property
- 8 Budget Amendments
- 9 Consider Approval of Board Appointments
- 10 Closed Session
- For Attorney-Client Privileged Communication
- 11 Adjournment

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** March 28, 2022  
**SUBJECT:** Consider Approval of the Minutes: March 21, 2022

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**ATTACHMENTS:**

**Description**

March 21, 2022 Minutes

**Upload Date**

3/28/2022

**Type**

Cover Memo

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



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

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8181 • Fax 704-216-8195

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

**March 21, 2022 – 6:00 PM**

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

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

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

Commissioner Greene moved approval of the following additions to the Consent Agenda. The motion was seconded by Commissioner Pierce and passed unanimously.

1. Request from EDC to schedule a public hearing for April 4, 2022 to consider offer of \$2.9 for Tax Parcel 401 108 located at the end of East Ritchie Road behind Koontz Elementary School. (added to the Consent Agenda as Item T)
2. Request from EDC to schedule a public hearing for April 4, 2022 to consider an incentive request from Red Rock Developments. (added to the Consent Agenda as Item U)
3. Request from The Hardin Group to allow use of the Food Court at no charge at West End Plaza on April 16, 2022 from 2:00-3:00 pm for the grand opening of the Veterans Social Center. Approval is contingent upon a signed agreement for

use of the space and appropriate liability coverage. (added to the Consent Agenda as Item V)

4. Allow Purchasing to release Request for Qualifications for Woodleaf Community Park Project. (added to the Consent Agenda as Item W)
5. Authorization for County Manager to sign a contract with Spectrum Enterprises for telecommunication services with E-Rate for the Rowan County Library not to exceed \$33,600 for three (3) years. (added to the Consent Agenda as Item X)

### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

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

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

### **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the March 7, 2022 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. PARTF Grant Contract for Woodleaf Community Park
- B. ARPA Funds for Woodleaf Community Park
- C. Schedule Public Hearing for Z 02-22: Chris Roseman, for April 4, 2022
- D. Accept Final Offer for the Purchase County-Owned Property Located at 1235 Speedway Boulevard
- E. State Highway Patrol Lease Amendment
- F. American Rescue Plan Act (ARPA)
- G. Approval of Work Authorization for Design and Bidding of the Taxiway Rehabilitation Project
- H. Environmental Health - Baugess Settlement
- I. Bi-Weekly Environmental Health Report
- J. Cyber Addendum to the Motorola Service Agreement
- K. Rowan Transit System Safety Plan (SSP) 2022 Update
- L. Amended Contract with Axon for RSCO Bailiffs
- M. Bid Award to Davco Roofing and Sheet Metal, Inc. for replacement of Courthouse Roof
- N. Tax Refunds for Approval
- O. NCDOT / Rowan County Access Agreement
- P. Revisions to Policy 9.19 Social Media

- Q. Amended Emergency Management Performance Grant Application
- R. Purchase of 3 Ambulances from Southeastern Specialty Vehicles
- S. Fire Department Funding
- T. Request from EDC to schedule a public hearing for April 4, 2022 to consider offer of \$2.9 for Tax Parcel 401 108 located at the end of East Ritchie Road behind Koontz Elementary School. (Addition to the Consent Agenda and attached to these minutes for the record)
- U. Request from EDC to schedule a public hearing for April 4, 2022 to consider an incentive request from Red Rock Developments. (Addition to the Consent Agenda and attached to these minutes for the record)
- V. Request from The Hardin Group to allow use of the Food Court at no charge at West End Plaza on April 16, 2022 from 2:00-3:00 pm for the grand opening of the Veterans Social Center. Approval is contingent upon a signed agreement for use of the space and appropriate liability coverage. (Addition to the Consent Agenda and attached to these minutes for the record)
- W. Allow Purchasing to release Request for Qualifications for Woodleaf Community Park Project. (Addition to the Consent Agenda and attached to these minutes for the record)
- X. Authorization for County Manager to sign a contract with Spectrum Enterprises for telecommunication services with E-Rate for the Rowan County Library not to exceed \$33,600 for three (3) years. (Addition to the Consent Agenda and attached to these minutes for the record)

## **2. SPECIAL RECOGNITION**

### **A. Honoring Salisbury High School Women's Varsity Basketball Team as the 2A State Champions**

The Board of Commissioners honored the Salisbury High School (SHS) Women's Varsity Basketball Team (Team) for ending its successful season as the 2A State Champions.

Chairman Edds began by providing the statistics for the Team's amazing 28-1 season and before continuing, he moved approval of the Proclamation Honoring the Team's achievements. The motion was seconded by Commissioner Pierce and passed unanimously.

The Board then joined the Principal and Coaches in front of the dais for presentation of the framed proclamation and pausing for photographs with SHS Principal Marvin Moore, Head Coach LaKai Brice, and Assistant Coaches Andrew Mitchell and Talita McCain.

The Team received many accolades for their talent and leadership, numerous rounds of applause, as well as a standing ovation for its achievements and representation of Rowan County. The Team members were called forward individually to be presented

with the Proclamation and concluded with a photograph with the Board and their Coaches.

The Proclamation was approved as follows:

WHEREAS, the Salisbury High School Women's Basketball Team, under Head Coach LaKai Brice, and Assistant Coaches Andrew Mitchell and Talita McCain, is to be recognized and honored for their victorious 2021-2022 basketball season; and

WHEREAS, by their extraordinary efforts, this dynamic and talented team won the Sectional and Regional titles, and progressed with an incredible final win to secure the 2A State Championship, ending the season with an amazing record of 28-1.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor the Salisbury High School Women's Basketball Team and Coaching Staff for their outstanding achievements and commends them for their display of sportsmanship and leadership as they represented Rowan County.

### **B. Proclamation for 20<sup>th</sup> Annual Meals on Wheels Month**

Commissioner Klusman moved approval of the Proclamation for the 20<sup>th</sup> Annual Meals on Wheels Month. The motion was seconded by Commissioner Pierce and passed unanimously.

Meals on Wheels (MOW) board member Pastor Rickey Johnson and MOW Executive Director Cindy Fink were present.

Pastor Johnson was presented with the Proclamation from the Board of Commissioners and he joined the Board in front of the dais for the presentation and a photograph.

The Proclamation was approved as follows:

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2022 observance of March for Meals celebrates 20 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels Rowan in Rowan County, North Carolina has served our community admirably for 46 years; and

WHEREAS, volunteers for Meals on Wheels Rowan are the backbone of the program and they not only deliver nutritious meals to homebound seniors and disabled citizens who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels Rowan provides nutritious meals to seniors and disabled citizens throughout Rowan County that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels Rowan provides a powerful opportunity for social connection for hundreds of seniors in Rowan County to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, Meals on Wheels Rowan and its dedicated volunteers deserve recognition for the heroic contributions and essential services they have provided amid the COVID-19 Pandemic and will continue to provide to seniors and disabled citizens in Rowan County long after the Pandemic is over.

NOW, THEREFORE, the Rowan County Board of Commissioners proclaims March 2022 as the 20th Annual March for Meals Month and urges every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2022 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

### **3. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board.

- Chairman Edds noted the online comments in the agenda packet submitted by from Margaret Stridick of Autumnlight Drive in Salisbury. Ms. Stridick requested the Board draft an ordinance addressing political signage in the County, as well as yard signs that she felt were disrespectful and/or profane.
- Michael Julian spoke regarding Rowan-Salisbury School System's proposed K-8 school, which he referenced as the Knox Project. Mr. Julian felt the cost for the Knox Project could potentially result in a tax increase for the citizens. Mr. Julian also felt there should be more elementary schools instead of a large K-8 building.

With no one else coming forward, Chairman Edds closed the Public Comment Period.

### **4. CONTINUATION OF QUASI-JUDICIAL HEARING FOR SUP 02-22**

The hearing was a continuation of a request presented February 21, 2022. Chairman Edds stated anyone who wished to provide testimony in the case that had not been sworn in during the February 21, 2022 hearing should come forward and be sworn.

Several citizens came forward and were sworn in by the Clerk to the Board.

Planner Aaron Poplin said the hearing was a continuation from February 21, 2022 for Special Use Permit (SUP) 02-22 from property owner and applicant Deborah Wright, 3425 Organ Church Road. The property was further identified as Tax Parcel 378 043.

Using a power point (Exhibit E), Mr. Poplin provided a summary of the comments from the February 21, 2022 meeting, as follows:

- Concerns that rental cabins made the use too intense.
- Does owner have legal access to Double Thumb Road?
- Site should have secondary access in case of emergency.
- Request access be moved to Organ Church Road.
- Additional screening requested for the adjoining residence at 135 Double Thumb Road.

Mr. Poplin used the power point (Exhibit E) as he pointed out areas within the original site plan and the altered site plan. Mr. Poplin said the main access was now proposed

off Organ Church Road with a gated, emergency access off Double Thumb Road. The revised site plan addressed the request for extra screening and removed the cabins from consideration in SUP 02-22. There was a slight alteration to the accessory structures along the fenced in area. The Type A buffer was continued to screen the use from the property at 135 Double Thumb. The parking lot was extended to facilitate 47 parking spaces. Mr. Poplin said staff noted the overflow parking was still on the site plan and Staff was not sure if the Wrights planned to keep the overflow parking.

Mr. Poplin referenced the print at the top of the site plan, with regards to parking. Mr. Poplin stated for the record the parking proposed in the site plan is what would need to be on the site and any alterations would require the Wrights to come back to the Board.

According to the site plan, the driveway itself was a 24' gravel access drive going back to Organ Church Road. Mr. Poplin said he had reached out to Eric Goldstein with the North Carolina Department of Transportation (DOT) who had indicated the DOT would approve access off Organ Church Road; however, the DOT preferred the access be off Double Thumb Road.

Continuing with the power point (Exhibit E), Mr. Poplin showed photos depicting the sight distance from both roads.

Mr. Poplin highlighted the specific requirements and special use criteria that must be met. Mr. Poplin said the applicant had been made aware of the requirements that must be met, including the requirements of the County's Noise Ordinance.

With regards to the Special Use Procedures, Mr. Poplin provided the Board with Example Findings of Fact (Exhibit F) for consideration. Mr. Poplin said the motion would be to approve/approve with conditions/deny SUP 02-22.

The applicant, Deborah Wright and her husband, Wally, came forward. Ms. Wright noted for the record their address was 3405 Organ Church Road; however, the information presented had shown their address as 3425. Ms. Wright said 3425 was related to her address.

Ms. Wright said she would not go over all the changes made to the original request since Mr. Poplin had done so. Ms. Wright reported she had hosted a community meeting Thursday night on their property and no new concerns had been brought up. Ms. Wright said she had received positive feedback for moving the access to Organ Church Road. According to Ms. Wright, she had walked the plan throughout the property with the attendees, starting where access was proposed off Organ Church Road. Ms. Wright said she would meet all the criteria in the Zoning Ordinance.

Chairman Edds questioned the noise issue and Ms. Wright said there were two (2) close neighbors that would be impacted most. Ms. Wright said she had extended the buffer to the Jones property and the barn would be facing away from the Jones

property. Ms. Wright said her engineer suggested she build up a berm and plant trees on top of the berm to assist with buffering. Ms. Wright said any speakers inside the barn would be pointed towards Double Thumb Road and that she also planned to insulate the barn to help create an additional sound barrier.

Chairman Edds opened the floor to receive testimony from those who had been sworn. The following individuals came forward:

- Brenda and Kenneth Bost – Mr. Bost said he and his wife lived on 40 acres of land at the end of Double Thumb Road (1145 Songbird Lane). Mr. Bost mentioned his property was in the Farm Program. Mr. Bost shared past experiences related to how development had occurred in a rural area when he lived in Kannapolis. Mr. Bost described the Wright's request as "the beginning of the end" for the rural area he now lived in. Mr. Bost said he had moved so he could live in the country again and he talked about the increased traffic and noise that would occur if the proposed venue was approved. Mr. Bost said he was opposed to the request.

Ms. Bost expressed concern with the emergency exit being proposed off Double Thumb Road. Ms. Bost described Double Thumb as a dirt road and a private road with no ability to be paved. Ms. Bost asked if the Commissioners would want to listen to music at all hours of the night and she said the residents in the community wanted their peace and quiet for the weekend, too.

With regards to a septic system for the venue, Mr. and Ms. Bost discussed the poor soil quality and standing water in the area.

Chairman Edds inquired of the Farm Use Program. County Attorney Jay Dees and County Manager Aaron Church discussed the tax rates for the Present Use Program.

Mr. Bost noted Double Thumb Road was not a legal access and was narrow in places.

Chairman Edds inquired about the emergency entrance being on Double Thumb Road. Mr. Poplin said the Wright's had kept the emergency access due to the concerns expressed on February 21, 2022 about the need for an emergency access.

Mrs. Bost said noise was an issue and she did not want to hear the noise every weekend.

Mr. Bost emphasized the traffic would be dangerous. Mr. Bost discussed a past incident where only one (1) firetruck had been able to get to a house fire off Double Thumb Road where two (2) people had died.



Chairman Edds questioned the road width and Mr. Poplin said Double Thumb Road had a right of way (ROW) that was 30' wide. Mr. Poplin said he had measured an area off the Road that was 18' wide.

Mr. Poplin confirmed to Commissioner Klusman the residents on Double Thumb Road were responsible for maintenance and upgrades to the Road. Mr. Poplin said the Road's ownership situation was not clearly established for staff with regards to the applicant's access.

At this point and due to earlier questions from the Board, Mr. Dees discussed the rates in the County's Schedule of Values relating to agricultural values.

Chairman Edds called Mr. Poplin forward and asked him to display the comments in the power point (Exhibit F) from the February meeting. Chairman Edds then asked Ms. Wright questions related to the concerns.

Chairman Edds asked if the Wright's had legal access to Double Thumb Road and Mr. Wright said, "I believe we do. Double Thumb runs across part of our property."

Chairman Edds asked if the access off Double Thumb was solely for emergency access. Ms. Wright said she planned to gate the access so that it could only be used in the event of an emergency.

Chairman Edds said the last item on the list of concerns pertained to sound issues. Chairman Edds said the Board supported the property rights of everyone and his decision would be based on whether the surrounding neighbors would be "saddled" with a DJ twice a week and noise from the venue. Ms. Wright reiterated her earlier comments that she was planning to move the soil to create a berm. Ms. Wright described the buffer of trees that would be around the property to keep noise from going in the direction of the nearest neighbors. According to Ms. Wright the barn and speakers would be pointed towards the road and she also planned to look into noise buffering, such as sound panels, to use inside of building. Ms. Wright said she thought about putting in her own speakers and sound system so she could control the sound levels. Ms. Wright felt she and her husband had shown they were concerned about their neighbors and were willing to make changes based on the neighbors worries. Ms. Wright said she was willing to consider additional suggestions.

In response to an inquiry from Commissioner Klusman, Mr. Poplin said the noise level for this particular use fell under Chapter 14 of the Noise Ordinance, which was "audible sound at the property line." Mr. Poplin confirmed to Commissioner Klusman the sound had to stop at the property line.

Commissioner Klusman said she thought the County had a decibel level and she had planned on the Board setting a maximum decibel level as part of a conditional use for the request. Ms. Wright asked how someone would control any noise that comes from

their property, and she used examples such as gunfire, tractors, etc. Ms. Wright said she was trying to understand why wedding music would be an issue.

Commissioner Caskey asked about the hours of operation and Ms. Wright said she did not want to limit herself. Ms. Wright said she had left the hours from 9:00 am to either 9:00 p.m. or 10:00 p.m. on weekdays and until 11:00 p.m. on Friday and Saturday and back to 10:00 p.m. on Sundays.

Commissioner Klusman asked about the traffic counts and Mr. Poplin said the most recent were 1800 vehicles per day on Organ Church Road.

Commissioner Greene asked about the actual cost of the building and Ms. Wright estimated \$250,000, which included grading, etc.

Ms. Wright confirmed to Commissioner Pierce she had soil testing performed on the property.

- Jennifer Shue, 1185 Songbird Lane, said she had seen the new plans and she had attended Ms. Wright's community meeting. Ms. Shue said noise was still an issue. Ms. Shue gave examples of other noises she can hear inside her home and she indicated it was inevitable she would also hear the music from the venue. Ms. Shue felt the emergency access off Double Thumb Road would block the Road in the same manner as other emergencies along the Road had. Ms. Shue said there was nothing to stop venue guests from driving out of the yard onto Double Thumb Road. Ms. Shue said the Wright's had never paid to help maintain the Road, even when notified. Ms. Shue expressed concern that guests from the venue would trespass onto her property and cause harm to horses and other animals.
- Mitch Bernhardt said he had deeded his son, Jason, the property at 124 Double Thumb Road and Jason resided on the property. Mitch talked about the confusion and discrepancy with Ms. Wright's driveway as he pointed out the fine print in the new plan also indicated the access to the property venue would be from Double Thumb Road.

Mr. Poplin responded that it appeared when the Wright's updated their new plan, they did not update the criteria on the site plan.

Mitch was of the opinion the guests from the venue would still drive onto Double Thumb Road unless vegetation was planted in addition to the gate to stop the guests. Mitch preferred to see vegetation planted.

Jason Bernhardt talked about the narrowness of the road and the muddy conditions after a rain. Jason felt there was the potential for a situation to occur that could stop 14 families from being able to come and go to their homes.

Mitch said the verbiage should be changed on the site plan and instead of indicating emergency access, it should say main road.

- Carolyn Bost of Songbird Lane shared concerns over the possibility of someone wandering onto the neighboring properties and causing harm to the residents or animals. Ms. Bost asked the Board to take all concerns, including possible adverse effects to property values, noise, etc. into consideration.
- Frankie Jones, 135 Double Thumb Road, said he had recently built his home directly behind the Wright's. Mr. Jones said he had built the home for retirement and wanted it to be his last move. Mr. Jones said he moved to the area for the quietness of the area. Mr. Jones said he had not realized there could be 150 people at the venue. Mr. Jones felt the venue was proposed for the wrong place.
- Katherine Shue, 1185 Songbird Lane, expressed concern for the safety of her siblings and friends along Double Thumb Road when taking their animals for walks.
- The next speaker's name was inaudible; however, he talked about how dangerous it could possibly be along Double Thumb Road if guests from the venue had been drinking alcohol and came down the Road while he was riding his horse or walking his dog. He mentioned he helped maintain Double Thumb Road and the Wright's had never helped with the road's maintenance. The speaker said he would rather not worry about riding his horse with a venue there.

With no one else wishing to provide sworn testimony in the matter, Chairman Edds closed the public hearing.

Commissioner Klusman said she viewed the request as an issue of property rights and she felt some good points had been raised. Commissioner Klusman questioned why the Wright's would not help keep up Double Thumb Road. Commissioner Klusman said it would be expensive for the neighbors to bring the Road up to code in order to turn Double Thumb Road over to the DOT. Commissioner Klusman felt the extra vegetation and cattle fencing around perimeter of the property would be a good step towards keeping guests from exiting via Double Thumb Road.

Commissioner Caskey said the Board obviously had to try and balance the issue of property rights with these types of requests. Commissioner Caskey said he would like to see a fence around back side of the property so overflow vehicles cannot go onto Double Thumb Road. Commissioner Caskey was open to the idea of eliminating Sunday operations. Commissioner Caskey felt fencing and the extra shrubbery may help with some of the security concerns that had been raised and help keep people off Double Thumb Road. Commissioner Caskey said he was open to the request if the Board could find a balance between the two (2) groups.

Commissioner Greene said he also lived in the country and he talked about the noise that happens even when one felt there were controls in place. Commissioner Greene said the Wright's new proposal attempted to meet the concerns that had been raised. Commissioner Greene agreed with Commissioner Caskey in that he would like to see fencing and borders with fast growing trees to keep guests off Double Thumb Road. Commissioner Greene said the new main entrance off Organ Church Road helped take care of safety issue. Commissioner Greene said he wanted the Board to place a requirement that Double Thumb Road be used as emergency exit only. Commissioner Greene said the other structures had been eliminated from the plan and there would be no additional outbuildings allowed. Commissioner Greene said if the Wright's installed the berm and appropriate screening with fast-growing trees, the Wright's would will have done all they could to keep limit noise and keep guests from wandering off the property.

Commissioner Greene asked if the County could be assured by the DOT they were going to let the Wright's use the new entrance off Organ Church Road. Mr. Dees responded the Board condition the request post-approval or pre-condition approval to ensure the Wright's have the DOT permit in hand as the Board was making its findings. Commissioner Greene preferred the request not be approved until the Board had the assurance in writing for the entrance to be off Organ Church Road.

Mr. Poplin said Staff typically required the DOT driveway permit before issuing a zoning permit for a commercial use.

Planning Director Ed Muire clarified the Board could have the conditions in place for the Wright's to amend the site plan for fencing, screening, etc. and the Ordinance provided 45 days for the applicant to come back. Mr. Muire explained the hearing did not have to remain open; there could be an administrative review by the Board for the approval, or, Mr. Muire said Staff could review the list of conditions and make sure they were met before the permit was issued.

Mr. Muire confirmed to Commissioner Pierce if the venue received a lot of violations as a result of noise, the permit could be revoked. Mr. Muire said Staff would bring those violations to the Board's attention via a hearing.

Mr. Muire said the Board could set a time limit that no audible or amplified sound would be heard after a certain hour. Mr. Muire shared that Planning Staff was the enforcer of the amplified sound; however, most of the time it would be the Sheriff's Department investigating the complaints late at night.

Commissioner Pierce said he believed in property rights and the applicant was looking to put a major investment into their property. Commissioner Pierce said he appreciated hearing the concerns from the neighbors. Commissioner Pierce stated the applicant had submitted a revised plan that addressed each of the concerns and the conditions the Board wanted to see implemented. Commissioner Pierce did not feel it fair to keep adding conditions for issues that were not proven. Commissioner Pierce said it made

sense to use Double Thumb Road as an emergency exit. Commissioner Pierce pointed out there was a recourse for the neighbors in that if the Wright's had repeated violations, their permit could be revoked.

Chairman Edds said the issue of septic had brought up and he noted the County had standards and inspectors who would determine what qualified. Chairman Edds agreed with prior comments that guests would likely leave the venue's overflow area by driving onto Double Thumb Road. Chairman Edds said the Wright's would be creating more traffic than anyone who lived on the Road and yet the Wright's did not maintain the Road. Chairman Edds suggested a turnaround be created for guests to use in order to help guests exit the grassy area. Chairman Edds informed the Wright's they were starting out on probation and for him, the biggest issue was sound. Chairman Edds said it was up to the Wright's to determine how far the project could go.

Chairman Edds said the Board had an idea as to the conditions it wanted to implement; however, he questioned the type of fencing the Commissioners wanted to Wright's to use.

Commissioner Pierce stated the Wright's could use low-cost cattle fencing around the property, which would force guests to have to enter and exit using the main entrance off Organ Church Road. Commissioner Pierce said the Wright's may prefer to plant some shrubbery along the fencing for aesthetic purposes. Commissioner Pierce said another condition was for buffering and he emphasized the County would be paying attention to the noise generated from the venue and hours of operation may have to be adjusted. In closing, Commissioner Pierce stated the cattle fencing would be an economical way to contain guests on the Wright's property until an event was over.

At this point, the example Findings of Fact (Exhibit F) provided by Mr. Poplin were distributed to the Board.

Commissioner Klusman said she liked the idea from Ms. Wright to install her own sound system so she could control the volume from events being held on her property.

Chairman Edds asked the Commissioners if they wished to impose conditions for hours of operation.

Commissioner Caskey said the Wright's indicated they did not have much planned for Sundays and he suggested no Sunday operations and for the Board to consider setting the closing time back (earlier).

In response to Chairman Edds, Ms. Wright was agreeable to closing at 10:00 p.m. Mr. Poplin noted 10:00 p.m. was the hours of operation limitation as a condition and for which the Wright's were agreeable. Mr. Poplin said the Board also needed to ensure the Wright's were agreeable to the cattle fencing around the compound and the buffering conditions.

Chairman Edds said the Wright's were agreeable to the buffering. Comments were made by Mr. Wright (inaudible) from the audience that part of the pasture was already fenced in.

Commissioner Caskey said the main idea was to have fencing along Double Thumb Road and across the back of the property, not in the front along Organ Church Road.

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

FACT: This request complies with all six (6) specific requirements identified in section 21-60 (17) for Event Centers.

FACT: As a condition of approval, this plan is subject to submission of an approved NCDOT commercial driveway permit subject to section 21-63(a).

FACT: The proposed structures are subject to compliance with applicable building code and environmental health standards.

FACT: 47 parking spaces are included in the gravel parking lot which exceeds the ordinance requirement of 28 spaces.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

The motion was followed by a second from Commissioner Pierce and carried unanimously.

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

FACT: Operations are subject to amplified sound standards from Chapter 14 of the Code of Ordinances which regulates unreasonable amplified sound.

FACT: The two (2) nearest residences will be screened with evergreen trees 5' on center which is compliant with the Type A buffer requirements as prescribed in Section 21-215 of the Zoning Ordinance.

FACT: Outdoor lighting will be located and designed to prevent light from directly shining on adjacent residential property.

Commissioner Pierce seconded and the motion passed unanimously.

Discussion ensued for conditions of approval as follows:

1. Fencing will run along Double Thumb Road, possibly with buffering, to keep people from using Double Thumb Road.
2. Buffering as already agreed to.
3. Times of operation to end at 10:00 p.m. Monday through Saturday. Hours of operation on Sunday limited from 12:00 noon to 6:00 p.m. for classes, with no weddings and no music.

Commissioner Pierce moved to approve the conditions (as outlined above) followed by a second from Commissioner Greene. Upon being put to a vote, the motion carried unanimously.

## **5. PUBLIC HEARING: ADDRESSING ORDINANCE AMENDMENTS**

Planning Director Ed Muire said based on several recent instances, it became evident the County's Addressing Ordinance needed an update. An ad hoc committee consisting of staff from Telecommunications, Information Technology, GIS and Planning met on several occasions to draft the proposed amendments for Article II Chapter 19.5 in the Addressing Ordinance.

Mr. Muire reviewed the proposed changes, explaining that the proposed text appeared as bold italics and deletions were depicted as strikethrough text.

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

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the text amendments as submitted passed unanimously.

The text was presented/approved as follows:

## ARTICLE I. IN GENERAL

**Secs. 19.5-1—19.5-25. Reserved.**

## ARTICLE II. ROAD NAME, ROAD SIGN AND ADDRESS DISPLAY

### Sec. 19.5-26. Title.

This ordinance shall be known and may be cited as the Rowan County Road Name, Road Sign and Address Display Ordinance.

(Res. of 10-15-01, § 1; Res. of 1-18-11, § 1)

### Sec. 19.5-27. Purpose and intent.

The purpose and intent of this ordinance are to provide a uniform system of visible road addresses for all properties and buildings throughout the county in order to facilitate the provision of adequate public safety and emergency response services and to minimize difficulty in locating properties and buildings for public service agencies and the general public.

(Res. of 10-15-01, § 2; Res. of 1-18-11, § 2)

### Sec. 19.5-28. Definitions.

The following words and phrases when used in this ordinance shall have the meanings respectively ascribed to them in this section.

*Duplication* means an instance where a road name and/or road address is utilized more than one (1) time.

*Address Program Administration (APA)* means ~~the planning division with the department of planning and development in conjunction with staff of the Rowan County's~~ **Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division** ~~shall be responsible for assigned to the~~ administration of this article.

*Block* means a unit of measurement typically defined as five hundred twenty-eight (528) feet (.10 mile) of linear distance for a road consisting of an odd and even numbered side of the road.

*Block range* means systematic division of the linear distance of a road and conversion into a series of blocks.

*Block range inconsistency* means structure or lot that exhibits a road address that does not coincide with the designated block range, e.g. a residential dwelling with a road address of 123 Apple Road is located in the 400 block of Apple Road.

*Driveway* means typically a private means of ingress, egress and regress providing access from a public road or public vehicular driveway to a building, use or structure.

*Greenway* means a trail or path used for pedestrian and/or bike travel and/or horseback riding.

*Master Street Address Guide (MSAG)* means the official street list for approved road names and block ranges maintained by Rowan County Telecommunications Department.

*Odd/even conflict* means situations where a structure or lot displays an address in conflict with the established sequence of addresses for a road, e.g. a residential dwelling with a road address of 123 Apple Road is located in evenly numbered side of Apple Road.

*Planning department* means the ~~planning division of the~~ Rowan County Department of Planning and Development.

*Road* means a public or private one-way or two-way road for ingress and/or egress. Such road may be of various types including frontage road, rear access road, road with cul-de-sac, and dead-end road. For purposes of this ordinance, all driveways providing access to any combination of residential, commercial, or industrial property that has **(or will have due to pending permits)** three (3) or more structures shall be considered a road.

*Road address* means the combination of numbers and road name assigned by the planning division which uniquely identifies a particular building or lot based on its location within a block range.

*Structure* means any building having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, chattels, or equipment. When separated by division walls from the ground up without openings, each portion of such building may be deemed a separate building. For the purposes of this ordinance, the term "structure" may also include other manmade structures as determined necessary by the APA. The following are some examples of different types of structures:

- (a) *Camper/recreational vehicles*: ~~Under this ordinance are not~~ **These are** considered addressable structures **and are assigned an address associated with the Campgrounds campground road(s).** ~~are addressed by lots, not by structure.~~
- (b) *Churches/places of worship* mean any building utilized for not-for-profit organizations for the purpose of worship (including their day cares, schools, etc., on its property).
- (c) *Commercial, business, industrial structure* means any building used for profitable gain.
- (d) *Residential structure* means any single-family dwelling meeting N.C. Building Codes having a permanent way of cooking and permanent plumbing.
- (e) *Temporary power service* means power companies require an address to set up power supply. A well or power pole in itself is not an addressable structure, but the county may address the parcel.

*Telecommunication department* means the Public Safety 911 Communications Center.

### Sec. 19.5-29. Official road names, addresses and identification.

- (a) The road names in the MSAG are hereby declared the official names of these roads, unless changed by action of the Rowan County Board of Commissioners. The APA is hereby authorized to determine the need for road name changes and to recommend such changes to the board of commissioners.



- (b) The addresses on file and maintained by the ~~planning division~~ **APA** shall be the official road address for every structure governed by this ordinance. The APA is hereby authorized to correct road addresses in situations of duplication, inconsistency with block, range, odd/even conflict, etc. No existing road name on file shall be changed unless it is determined by the APA that the proposed change will enhance the purpose and intent of this ordinance, especially in regards to public safety.
- (c) A sign showing the official name, state road number and block number shall identify all roads in the county. These road signs shall be placed at all intersections and shall identify both intersecting roads and may be maintained by the maintenance division of the Rowan County Department of Facilities Management under policies as prescribed by the board of commissioners. Private roads **accessed from a public road having with a "dead end" or "no outlet"** shall be noted on signs with "Dead End" or "No Outlet" ~~as needed.~~
- (d) Owners and/or developers of subdivision roads subject to section 5.4 [subsection 19.5-30(4)] shall be responsible for the purchase of road sign(s) at a cost established by the board of commissioners. Should an individual or group of citizens petition to change the name of a road, that individual or group shall be responsible for the purchase of new road sign at a cost established by the board of commissioners. Signs shall be purchased from the planning division.
- (e) Road name signs shall be uniform throughout the county in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways 2009 edition, as amended.
- (f) Due to confusion for public safety personnel, it shall be ~~unlawful~~ **a violation of this ordinance** to display a road sign and/or road address which has not been approved by the APA, e.g., only those roads identified in the MSAG and/or on file with the planning division.

#### **Sec. 19.5-30. Road naming and petitioning process.**

Roads that have no name on file in the MSAG may be assigned an official name through the process established in this section. Furthermore, existing roads ~~names~~ that present complications for emergency response efforts or confusion to the general public may have their name changed or modified pursuant to the provisions of this section.

A road naming petition must be completed for naming and signage. The following criteria must be met for a road name to be approved and entered into the system:

- The petition may include three (3) possible names and can only be processed with a majority of all adjoining property owner's signatures if initiated by the public (if the petition is initiated by the APA it may receive special consideration (see below section 5.2.c.1, 2 [19.5-30(2)(c)1., 2.]). The APA shall check all road names submitted for acceptance in the E-911 road name system. If at least one (1) name is ~~approved~~ **acceptable**, then the process will continue. ~~Unanimous petitions will be processed by the APA and nonunanimous petitions will continue through the public hearing process.~~
- The APA has the authority under special circumstances to name any road with less than three (3) structures to carry out the purpose and intent of this ordinance.

- (1) *Public hearing and notice.* Prior to naming ~~or renaming, or reassignment of addresses to~~ any roads within the jurisdiction of this article, the board of commissioners may conduct a public hearing on the matter. At least ten (10) days prior to the hearing, notice of the time, place and subject matter shall be prominently posted at the county courthouse, in at least two (2) public places in the township(s) where the road is located and publish a notice of such hearing in a newspaper of general circulation in the county. After naming or renaming a road, ~~or assigning or reassigning road numbers on a road,~~ notice of the action shall be given to the local postmaster with **mail delivery** jurisdiction ~~over~~ **for** the road.
- (2) *Petition process.* All property owners adjoining a road proposed for naming or changing shall be notified by the ~~planning division~~ **APA** of the intent ~~rationale or requirement(s) for naming~~. Road name petitions returned to the ~~planning division~~ **APA** will be categorized and processed as follows:
  - (a) *Unanimous petitions.* Petitions having one hundred (100) percent of property owners' signatures in this category ~~may be accepted and approved by the planning division. Planning staff shall notify owners/residents of the acceptance and a right to appeal address changes in this category. If no appeal is received within (ten) 10 days of notice, the road address change will be authorized. Any appeal to the road naming petition within ten (10) days will require a public hearing by the board of commissioners.~~ **may be approved by the board of commissioners following a public hearing.**
  - (b) *Majority petitions.* Petitions having a majority of property owners in agreement as to a proposed road name choice. Fifty (50) percent plus one (1) of the property owners along the road to be named or changed shall constitute a majority. Petitions in this category may be approved by the board of commissioners following a public hearing.
  - (c) *Special consideration.* Petitions in this category do not qualify as either a unanimous or majority due to (a) less than majority property owner's signatures, or (b) lack of a submittal. Petitions in this category will be processed as follows:
    - 1. *Less than majority.* All property owners along the road to be named will be notified by the ~~planning division~~ **APA** of the proposed road name choice. The owner will also be informed that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners at a public hearing.
    - 2. *Lack of submittal.* Failure to return a road naming petition within thirty (30) days to the ~~planning division~~ **APA** shall indicate that property owners along the road to be named are in general agreement with the name proposed by the ~~planning division~~ **APA**. Final action will be taken by the board of commissioners following a public hearing.
- (3) *Address reassignment.* Due to duplication, block range inconsistency, odd/even conflict or other types of address anomalies, including public safety and emergency response issues, the APA is authorized to reassign an address. Property owners and occupants of the structure(s) to be reassigned addresses shall be notified by the ~~planning division~~ **APA** of the intent and rationale for change. ~~Procedures for adoption of the address reassignments shall be as defined in section 5.2.A [subsection 19.5-30(2)(a)] and enforced based on section 9E [section 19.5-34.35(e)].~~

- (4) *Subdivision roads.* New roads in subdivisions, constructed or dedicated after these amendments, may obtain administrative approval for road name choices from the planning ~~division~~ **department** provided the choices are in accordance with section 5.5 [19.5-30(5)]. ~~Requests to reserve road names must be submitted in writing and dated. Reserved road names will be held for one (1) year.~~ The road names shall be depicted on the final plat recorded with the Rowan County Register of Deeds.
- (5) *Proposed road names.* **The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:**
  - (a) ~~Road names proposed for consideration may not be~~ **Is** duplicated elsewhere in the county (*including a municipality*) or sounds deceptively similar to an existing road name. **This includes the use of homophones, e.g. bear and bare or pen and pin, or other similar "play on words".**
  - (b) **Is not easily enunciated or pronounced, especially in an emergency situation.**
  - (c) ~~The~~ **Intends to** use of specific names of individuals or property owners along the road ~~is discouraged.~~
  - (d) **Uses** directional identifiers and thoroughfare abbreviations (see appendix B) ~~may not be used~~ in conjunction with an existing root name for consideration as a proposed road name.
  - (e) **Uses special characters, such as hyphens, apostrophes, periods or decimals in road names.**

**Sec. 19.5-31. Appeal procedures.**

- (1) **Filing an appeal.** *A property owner, occupant or authorized agent may appeal any action or decision by the APA or requirement of this article, within ten (10) days receipt of the written notice containing the APA's determination. When first class mail is used to deliver notice, three (3) working days shall be added to the time to file an appeal. The appeal shall be made in writing and state the reason(s) why the determination is in error or not necessary. Failure to submit an appeal within the allotted time period established herein shall constitute the APA decision as final.*
- (2) **APA Evaluation.** *Appeals will be evaluated on a case-by-case basis within fourteen (14) days receipt by staff of Rowan County's Information Technology Department's GIS Division, Emergency Services' Telecommunications Division (9-1-1) and Planning & Development Departments. Input may also be sought from the fire department and emergency responders having jurisdiction in the area where the appeal is located.*
- (3) **APA Decision.** *Following evaluation, the appellant will be notified of the APA's decision. If the appeal is granted, no further action related to road naming, address reassignment or appealed ordinance requirement will be pursued by the APA. If the appeal is denied, the appellant shall be notified in writing of the APA's decision and will have ten (10) days following receipt of the written notice to request the appeal be considered by the board of commissioners. When first class mail is used to deliver notice, three (3) working days shall be added to the time to file an appeal. Failure to submit an appeal within the allotted time period established herein shall constitute the APA decision as final.*
- (4) **Board of Commissioners consideration.** *At its discretion, the Rowan County Board of Commissioners may consider an appeal of the APA's decision at one of its regularly scheduled meetings. In considering the appeal, the Board may allow the appellant to present its rationale or argument as to why the APA's decision is erroneous, followed by the APA's basis or justification for its decision. Any decision made by the Board regarding an appeal shall be deemed final.*

**Appendix B**

**Road Suffixes and Accepted\* Abbreviations**

The suffixes and abbreviations listed below have been agreed upon by both municipal and county officials as the accepted list of suffixes for use in the naming of roads. Also, from this point forward the following rules shall apply:

- (1) Under no circumstances shall "Extension" (abbreviated Ext) be considered a viable road suffix.
- (2) Road suffixes may not be used in the proper name of the road.
- (3) Directional prefixes may not be used in the proper name of the road. (i.e., can be N Main St but cannot be North Main St).
- (4) Numeral wording used in the proper name of the road must be spelled out (i.e., can be First ~~Run~~ **Base** Ln but cannot be 1st ~~Run~~ **Base** Ln).
- (5) Duplicate proper road names (with regard to pronunciation as well as spelling) are not permitted, regardless of road suffix.

| Road Suffix | Accepted Abbreviation    |
|-------------|--------------------------|
| Alley       | Aly                      |
| Annex       | Anx                      |
| Avenue      | <del>Ave</del> <b>Av</b> |
| Boulevard   | Blvd                     |
| Causeway    | Cswy                     |
| Circle      | Cir                      |
| Court       | Ct                       |
| Drive       | Dr                       |

|            |      |
|------------|------|
| Expressway | Expy |
| Freeway    | Fwy  |
| Greenway   | Grwy |
| Highway    | Hwy  |
| Lane       | Ln   |
| Loop       | Loop |
| Parkway    | Pkwy |
| Pike       | Pike |
| Place      | Pl   |
| Point      | Pt   |
| Ramp**     | Ramp |
| Road       | Rd   |
| Run        | Run  |
| Street     | St   |
| Terrace    | Ter  |
| Trace      | Trce |
| Trail      | Trl  |
| Way        | Way  |

\* The accepted abbreviations given are drawn from United States Postal Service Publication 28, "Postal Addressing Standards".

\*\* "Ramp" added on April 3, 2001 to cover interstate on/off ramps.

Secondary Unit Designators and Accepted\* Abbreviations

| Secondary Unit Designator | Accepted Abbreviation |
|---------------------------|-----------------------|
| Apartment                 | Apt                   |
| Basement                  | Bsmt                  |
| Building                  | Bldg                  |
| Department                | Dept                  |
| Floor                     | Fl                    |
| Front                     | Frnt                  |
| Hangar                    | Hngr                  |
| Lobby                     | Lbby                  |
| Lot                       | Lot                   |
| Lower                     | Lowr                  |
| Office                    | Ofc                   |
| Penthouse                 | Ph                    |
| Pier                      | Pier                  |
| Rear                      | Rear                  |
| Room                      | Rm                    |
| Side                      | Side                  |
| Slip                      | Slip                  |
| Space                     | Spc                   |
| Stop                      | Stop                  |
| Suite                     | Ste                   |
| Trailer                   | Trlr                  |
| Unit                      | Unit                  |
| Upper                     | Uppr                  |

\* The accepted abbreviations given are drawn from United States Postal Service Publication 28, "Postal Addressing Standards".

#### Sec. 19.5-34 32. Address Assignment procedures.

(a) ~~General. Addresses not occurring in municipalities were generally assigned based on building location using a block range of one-tenth mile. As a general rule, all odd numbered addresses reside on the east side of the road for those roads running north/south and on the south side for those running east/west.~~

New addresses will be visually compared with adjacent addresses for accuracy and completeness and forwarded to the E911 center. **A structure(s) will typically be assigned an address associated with the road name where the driveway intersects.**

(b) **New roads.** Addresses for new roads will be assigned using the one-tenth of a mile block according to distance of the lot/structure from the intersection of the connecting road. Structures will be addressed based on driveway access to the main road. Structures on a corner of two (2) roads will also be addressed based on driveway access to the main road. APA has the authority to change and/or modify this rule to meet the intent of this ordinance. New roads will be assigned a number beginning with either 100 or 1000. New roads intersecting with existing roads at the 1000 block or higher will be assigned

beginning with 100. New roads intersecting with existing roads at the 900 block or lower will be assigned beginning with 1000.

Addresses will be assigned in sequential order with odd addresses on the left and even on the right beginning from the intersection of the major connecting road/street.

- (c) *Existing road.* New addresses will be assigned on existing roads according to the same one-tenth mile block. If the numerically assigned address is in conflict with existing addresses on that road then the APA may adjust the new address to conform to a consistent address within that road.  
If a new address cannot fit into the existing address scheme of the road, and the inconsistency of addresses is determined to be a public danger, the APA may reassign addresses in order to create a consistent range of addresses for that road.
- (d) *Greenways.* Under this ordinance all public walking, biking, horseback riding, or hiking trails will be considered greenways and can be addressed if deemed necessary by the APA. Greenways will use the suffix of GRWY for mapping and addressing purposes. Greenways must be assigned addresses in one-tenth mile increments. Example: (A trail that is one (1) mile long will be addressed from 100—1000, etc.). Signage will be required with lettering visible on both sides of the sign in contrasting colors, and will be posted along the right-hand side of the trail from the starting point. Signs will be furnished by the county for county greenways. Payment for signage for private property will be the responsibility of the developer. At no time will any structures be addressed off of a greenway.

**Sec. 19.5-32 33. Administration and jurisdiction.**

- (a) The APA will be responsible for the interpretation and administration of this ordinance, including:
  - (1) Assigning all numbers for properties and buildings required to have a road address.
  - (2) Maintaining address records of each building and responding to public inquiries regarding address records.
  - (3) Recommending and administering change of existing addresses when necessary to facilitate sequential house numbers along a road and shall be enforced by section 9E [subsection 19.5-34(e)].
  - (4) Designating individual unit addresses within the multiple housing or commercial units in conformity with this ordinance.
  - (5) Assisting the public in complying with the requirements of this ordinance.
- (b) This ordinance shall apply in all areas of the county not within a municipality.

**Sec. 19.5-33 34. Display of road address numbers.**

- (a) Officially assigned road address numbers must be clearly displayed so that the location can be identified easily from the road. Numbers on mailboxes only do not meet the intent of this ordinance.
  - (1) The official address number must be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road from which it is addressed during both day and night.
  - (2) If a building is more than seventy-five (75) feet or is not clearly visible from any road, the address number shall also be displayed, a minimum of four (4) inches in height within a three-foot perimeter at the end of the driveway or easement nearest the road that provides access to the building. A site inspection may be required by the APA to confirm the purpose and intent of this ordinance is met.
- (b) Numerals indicating the address number of a single-family dwelling shall be at least four (4) inches in height and shall be posted and maintained so as to be legible from the road.  
Numerals for multiple dwelling units and nonresidential buildings shall be at least six (6) inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road.
- (c) Numerals must be of contrasting color to the background and be of durable substance and mounting so as to withstand continual weatherization.
- (d) **All campground roads** Campgrounds shall **have a unique non-duplicated road name with each camper or recreational vehicle space** be assigned a single **an individual** address ~~from the main~~ **to the** road [by] which it is accessed. All lots shall be numbered throughout the park in accordance with the planning division regulations and must match Rowan County Tax Administration Department records. The address number of the campground shall be prominently displayed at the entrance of the park in six-inch reflective numbers. Each lot **of each camper or recreational vehicle space** shall be clearly displayed with four-inch **reflective** numbers with contrasting colors so as to be legible from the interior park drive. The park owner will be responsible for displaying all of the assigned numbers throughout the park.
- (e) The APA will have the right to authorize and approve alternate methods of displaying house numbers which meet the intent of this ordinance when strict adherence to these standards cannot reasonably be met.

**Sec. 19.5-34 35. Enforcement.**

- (a) No building permit shall be issued until an official house number has been assigned for a lot.
- (b) No certificate of occupancy (CO) will be issued until road address numbers are properly displayed in accordance with this ordinance.
- (c) **The following shall constitute a violation of this ordinance and may be enforced by the APA in accordance with Section 19.5-35(d).**
  - (1) Failure to remove a displayed sign or address number which has not been authorized by the APA (including address reassignment in section 5.3 [subsection 19.5-30(3)]) ~~after a warning shall be a misdemeanor punishable by a fine of up to two hundred dollars (\$200.00) and the cost of removing any unlawful sign or address. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.~~
  - (d) ~~It shall be unlawful for~~ **For** any person to erect, remove or deface any road name sign contrary to the provisions of this ordinance and/or be in possession of any such road name sign; provided prior written consent for possession from the APA is first obtained. The violation of any provision of this ordinance may be a misdemeanor punishable by a fine of up to two hundred dollars (\$200.00) and the cost of repairing or replacing any road sign removed or defaced. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.
  - (e) ~~Failure to post, or the removal of, an assigned building number unless immediately replaced or repaired after a thirty-day written notice may be a misdemeanor punishable by a fine of up to fifty dollars (\$50.00) and the cost of replacing any address on any building. The existence of this penalty is exclusive of any remedies for enforcement as otherwise provided by law per violation.~~
  - (f) ~~Owners or occupants of buildings already constructed which do not comply with this ordinance will be notified and requested to meet these requirements within sixty (60) days from the date of the notification. A warning notice will be issued after sixty (60) days if the requirements have not been met. If the owner or occupant does not comply voluntarily with this ordinance within thirty (30) days of delivery of a warning notice by registered or thirty (30) days of delivery of a warning notice by registered or certified mail or by hand delivery to the building in violation, enforcement action pursuant to G.S. 153A-123 may be initiated.~~
- (d) **Violation(s) of this ordinance will be enforced through the issuance of warning citations and civil penalties as authorized by NCGS 153A-123; not by means of a misdemeanor or infraction authorized by NCGS 14.4. The County may recover any penalty or penalties related to enforcement of this ordinance in a civil action in the nature of debt if the offender does not pay the penalty during the first, second or third phase of enforcement. The following civil penalties are established for violations under this chapter:**
  - 1. **Warning citation . . . No penalty**
  - 2. **First citation . . . \$ 25.00**
  - 3. **Second citation for the same offense . . . \$50.00**
  - 4. **Third and subsequent violations for the same offense . . . \$100.00****Upon issuance of a warning citation, first citation or second citation, the owner, occupant or violator shall have fourteen (14) days to correct the violation or make satisfactory progress to correct the violation before additional penalties are assessed. Upon issuance of the third citation, each additional day's violation is a separate and distinct offense and shall incur an additional one-hundred-dollar (\$100) penalty.**
- (e) **Notwithstanding the civil penalty process established in Section 19.5-35(d), the APA may seek enforcement of this ordinance by an appropriate equitable remedy from a court of competent jurisdiction.**

## **6. PUBLIC HEARING TO CONSIDER REVISIONS TO PERSONNEL ORDINANCE AND CHANGES TO COUNTY POLICY**

Assistant County Manager/Human Resources Director Kelly Natoli requested the Board consider removing language from the Rowan County Code of Ordinances, Article II – Personnel Sec. 2-35 and the Rowan County Personnel Policy 9.13 pertaining to employees serving on the County’s advisory boards and committees. Ms. Natoli reported the language from the ordinance had not been revised since 1987 and currently limited an employees’ ability to serve the citizens of Rowan County.

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

Commissioner Greene moved to approve the text amendments and policy revisions as requested. The motion was seconded by Commissioner Pierce and passed unanimously.

The text amendments approved were to **strike** the following language, as submitted:

### **Sec. 2-35. - Employees prohibited from service on boards, committees, etc.**

(a) County employees are hereby prohibited from serving on any board, committee, council or commission where appointments are made by the board of commissioners or where funding is provided by the county, including special study committees appointed for the purpose of recommending funding or policy. Employees currently serving on boards, committees or commissions shall be allowed to complete their appointed term, however, they shall not be reappointed.

(b) This policy does not prohibit county employees from serving either in an ex-officio capacity on any of the above boards, committees, councils or commissions, or when such service is deemed by the board of commissioners to be in the best interests of the county.

## **7. REQUEST FROM RCCC TO USE WEST END PLAZA PARKING LOT**

Dr. Carol Spalding, President of Rowan-Cabarrus Community College (RCCC) presented a request regarding a need by RCCC for a temporary truck driving range. Dr. Spalding said RCCC was formally requesting the use of the West End Plaza (WEP) as a temporary truck driving site.

The College had held the truck driving portion of the course at the Kannapolis Intimidators Stadium; however, the stadium had been sold.

Dr. Spalding highlighted the Truck Driver Training Program (Program) via a power point as she discussed the requested support for moving RCCC’s truck driving course to Rowan County and specifically to the WEP, as part of its parking lot would be appropriate. The use would be for a short period of time and would offer a solution for the moment.

After a brief question and answer period, Commissioner Pierce moved to allow the Program to use the space at WEP for as long as the County could allow. The motion was seconded by Commissioner Klusman and carried unanimously.

## **8. CONSIDER YADTEL (GREAT GRANT) BROADBAND EXPANSION FUNDING SUPPORT**

Randy Cress, Assistant County Manager/Chief Information Officer, introduced Brad Worthen, Vice President of Operations with Yadtel. Mr. Cress said there was an opportunity for the County to partner with Yadkin Telephone Membership Corporation (Yadkin Valley) to support their expansion of fiber to the home in the County's two (2) identified target areas for broadband improvements. Mr. Cress noted Rowan County was not, and would not, become a provider of broadband. State legislation had put \$900 million into the last budget bill from the State's American Recovery Plan Act (ARPA) funding into two (2) different grant programs. One of the programs was the Growing Rural Economies with Access to Technology (GREAT) Grant, which was the grant Yadtel planned to apply for.

Mr. Cress said there was language in the budget bill authorizing counties to use ARPA funds as a partial match. The State's Broadband Infrastructure Office would review the applications using a scoring mechanism to issue approvals.

Mr. Worthen provided the background for Yadtel/Yadkin Valley Telephone, reporting the company had recently changed its name to Zirrus. Mr. Worthen said Zirrus currently serviced seven (7) counties, which included Forsyth, Yadkin, Davie, Alexander, Wilkes, Iredell and Rowan. Mr. Worthen reported Zirrus had the fastest speed (6 gigabytes) to homes in North Carolina.

Mr. Worthen said Zirrus planned for state of the art "future proof" broadband as part of the community infrastructure, with the ability to handle technology advancements. The deadline to apply for funding was April 4, 2022 with \$4,000,000 allowed per application to each county. The grant was designed for unserved economically distressed areas of the County. Mr. Worthen showed a map of the proposed area, which reflected the eligible areas as selected by the State. Mr. Worthen said the cost for the eligible area was \$6,583,137. Yadtel's 15% required match was \$600,000; the GREAT Grant Award would be \$4,000,000. If approved; the remaining match from the County's ARPA Funds was \$1,987,137.

In response to an inquiry from Commissioner Greene, Mr. Worthen said Zirrus would have twenty-four (24) months to build out the infrastructure starting December 31<sup>st</sup> of this year.

Following a brief question and answer period, the Board was asked to consider adoption of the Resolution in the agenda packet that would allocate up to \$1,987,137 of County ARPA funds to be designated toward the GREAT Grant applicant, Yadkin Valley, if awarded by the NCDIT State Broadband Infrastructure Office.

Mr. Cress said there could potentially be another provider on a future agenda. Mr. Cress clarified that one (1) county could receive two (2) awards and \$8 million (from 2 grants).

Mr. Worthen said the State estimated it would take approximately \$750 million to build out the rest of North Carolina's unserved areas. The State had provided more than the \$750 million so he felt it unlikely more funding would be offered in the future.

Chairman Edds moved to approve the Resolution that would allocate up to \$1,987,137 of County ARPA funds to be designated toward the GREAT Grant application. Commissioner Klusman seconded and the vote to adopt the Resolution passed unanimously.

The Resolution was approved as follows:

WHEREAS, Broadband service is vital to the economic development of Rowan County; and

WHEREAS, The American Rescue Plan Act ("ARPA") provided funding to Rowan County, which can be used to promote broadband services; and

WHEREAS, Rowan County has authorized a total ARPA contribution not to exceed \$1,987,137 for promotion of broadband services for any and all potential broadband partnerships; and

WHEREAS, Yadkin Valley is a retail provider of communications services including the provision of broadband services to portions of Rowan County; and

WHEREAS, intends to apply for a grant under the North Carolina Growing Rural Areas Through Access Through Technology Act ("GREAT Act") to provide broadband services to identified unserved areas of Rowan County; and

WHEREAS, Rowan County strongly supports the grant application of Yadkin Valley; and

WHEREAS, if Yadkin Valley is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Rowan County project, then Rowan County will contribute a portion of its ARPA funds, up to \$1,987,137, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by Yadkin Valley.

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

1. Rowan County offers a partnership agreement to Yadkin Valley for the expressed purpose of supporting Yadkin Valley's GREAT Act application to construct fiber to the home broadband services for specified unserved areas of Rowan County as agreed upon by the County and Yadkin Valley.
2. Should the GREAT grant application be successfully awarded to Yadkin Valley, Rowan County shall contribute their match portion, up to \$1,987,137, from the County's ARPA funds to the project.
3. The broadband services and infrastructure related thereto shall be owned and operated by Yadkin Valley.

## **9. FINANCIAL REPORTS**

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of February 2022 - \$100,081,558
- Annual Cumulative Revenue Comparisons as of February 2022 - \$123,068,593
- Annual Cumulative Current Year Property Tax Comparisons as of January 2022 - \$82,931,683
- Annual Cumulative Sales Tax Comparisons as of November in FY '22 - \$14,288,933



## **10. BUDGET AMENDMENTS**

Finance Director James Howden presented the following budget amendments for the Board's consideration:

- Social Services – Expenditures and/or revenues revised based on Funding Authorization received from the State. Funding Authorizations reflect the actual amount received and may increase or decrease the original budget estimate.  
\$1,351
- Finance – Budget an increase in FY 22 HCCBG Funding dated 2/15/2022.  
\$35,111
- Social Services – Revised expenditures and/or revenues based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount received and may increase or decrease the original budget estimate.  
\$254,229
- Social Services – Budget APS Essential Services funds allocated from the American Rescue Plan Act Funding is 100% federal requiring no county share.  
\$11,231
- DSS – Request use of ARPA funds to purchase scanning stations and necessary licensing to enable staff and public protection while performing their duties.  
\$22,741

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

## **11. CLOSED SESSION**

Chairman Edds moved at 9:13 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on February 21, 2022; *and* in accordance with North Carolina General Statute § 143-318.11(a)(5) to consider real estate negotiations. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved the Board return to Open Session at 9:31 p.m. The motion was seconded by Commissioner Klusman and passed unanimously. No action was taken.

## **12. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:31 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Items for consideration as additions to the agenda or Consent Agenda for March 21, 2022 include:

1. Request from EDC to schedule a public hearing for April 4, 2022 to consider offer of \$2.9 for Tax Parcel 401 108 located at the end of East Ritchie Road behind Koontz Elementary School.
2. Request from EDC to schedule a public hearing for April 4, 2022 to consider an incentive request from Red Rock Developments.
3. Request from The Hardin Group to allow use of the Food Court at no charge at West End Plaza on April 16, 2022 from 2:00-3:00 pm for the grand opening of the Veterans Social Center. Approval is contingent upon a signed agreement for use of the space and appropriate liability coverage.
4. Allow Purchasing to release Request for Qualifications for Woodleaf Community Park Project.
5. Authorization for County Manager to sign a contract with Spectrum Enterprises for telecommunication services with E-Rate for the Rowan County Library not to exceed \$33,600 for three (3) years.

DRAFT

*Be an original.*

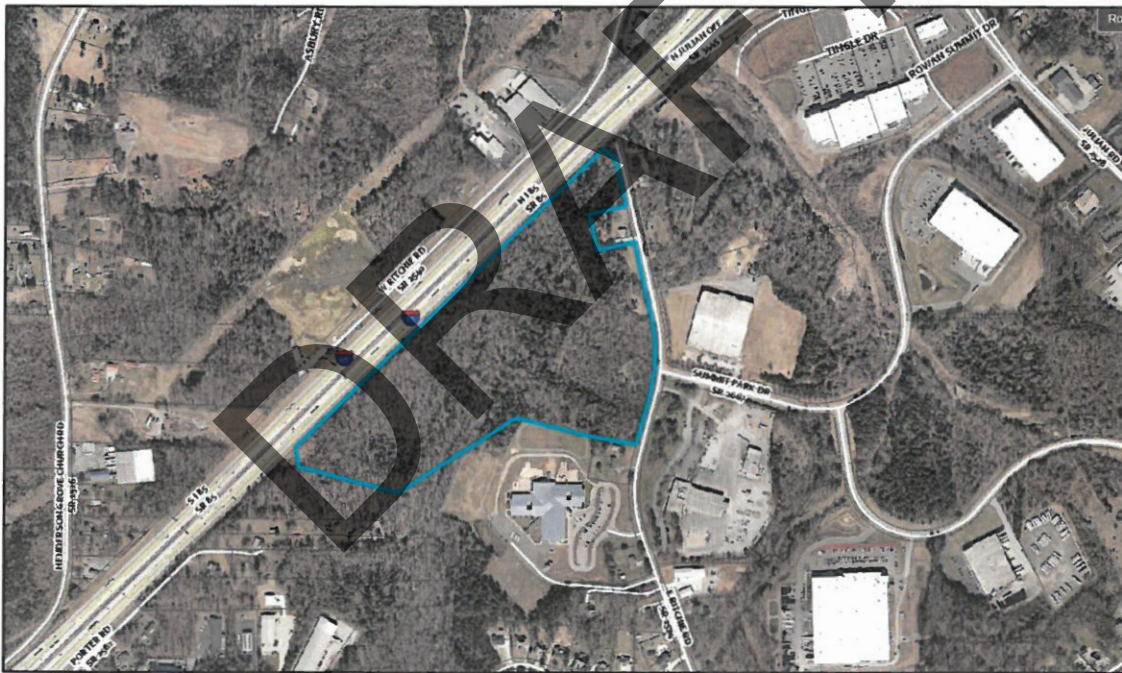
Addition to the  
Consent Agenda as  
Item T

C. Barger  
3/21/2022

Date: March 17, 2022  
To: Greg Edds, Chairman  
Cc: Rowan County Board of Commissioners  
Aaron Church, County Manager  
From: Scott Shelton, Vice President  
Re: Request for Public Hearing - Offer to Purchase – Ritchie Road Lot

Dear Chairman Edds,

Rowan County recently received an offer from Utah Development, L.L.C. to purchase a 40.24-acre lot owned by the County. The lot, also identified as Tax Parcel 401 108, is located at the end of East Ritchie Road behind Koontz Elementary School.



According to company representatives, if acquired, their intention is to develop a recreational vehicle dealership for General RV ([www.generalrv.com](http://www.generalrv.com)). The company plans to invest approximately \$25 million into this new facility and create 150 full-time jobs over the next three years.

The company is offering \$2,900,000 for the property. An appraisal was recently completed on the property by the Lancaster Company in Concord who estimated its market value to be \$1,950,000.



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

Normally, requests to purchase County-owned property are subject to the upset bid process. Based on the potential impact of this project, the Rowan EDC requests that the Board of Commissioners consider conveyance of this property for economic development purposes utilizing North Carolina General Statute 158-7.1(d) which eliminates the upset bid process and allows for private negotiation. The first step in this process is for the Board to schedule a public hearing for its April 4<sup>th</sup> meeting.

On behalf of the Rowan EDC, I would like to thank the Board of Commissioners for considering this offer. Please let me know if you have any questions.

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President

DRAFT





PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

Addition to the  
Consent Agenda  
as Item U

C. Barger  
3/21/2022

Date: March 17, 2022  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Request for public hearing to consider incentives for Red Rock Developments Project*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for April 4<sup>th</sup> to consider an incentive request from Red Rock Developments (Red Rock). As the Board is aware, Red Rock is considering property on Long Ferry Road for a new speculative building industrial park.

Up to six buildings totaling 2.65 million square feet could be created as a result of the project. Red Rock plans to develop the park over multiple phases, with the capital investment in Phase I alone exceeding \$100 million.

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

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President

# ***The Veterans Social Center***

*Sponsored by The High Road, Inc.*



**The High Road Inc.**

Addition to the  
Consent Agenda as  
Item V

C. Young  
3/21/22



# ***The Veterans Social Center***



**The High Road Inc.**

## **If You Recall...**

- 41 percent or about 1.7 million veterans have a mental illness
- The three most common mental health concerns for Veterans are Post-Traumatic Stress Disorder (PTSD), Depression and Traumatic Brain Injury (TBI).
- Twenty-two (22) Veterans commit suicide every day.
- More than 20 % of veterans with PTSD also suffer from an addiction or dependence on drugs or alcohol.
- Less than 50 percent of returning veterans in need receive any mental health treatment.



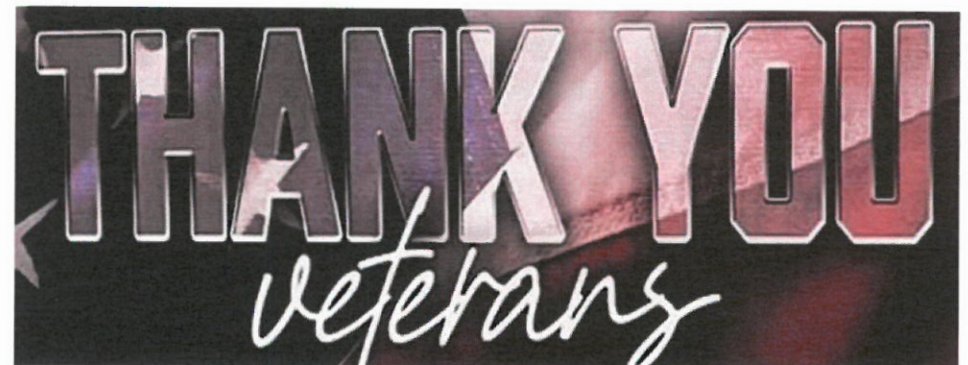
# ***The Veterans Social Center***



**The High Road Inc.**

## **Mission**

**To be an advocate for Military Veterans from all Branches of Service. We will serve as a resource to help Veterans effectively deal with the complexities and challenges of civilian life. We will accomplish this by providing a place of respite, comradery, relaxation, and act as a referral source to resources and care that can aid in wellness and personal growth.**





# ***The Veterans Social Center***



**The High Road Inc.**

## **We've Made Progress!**

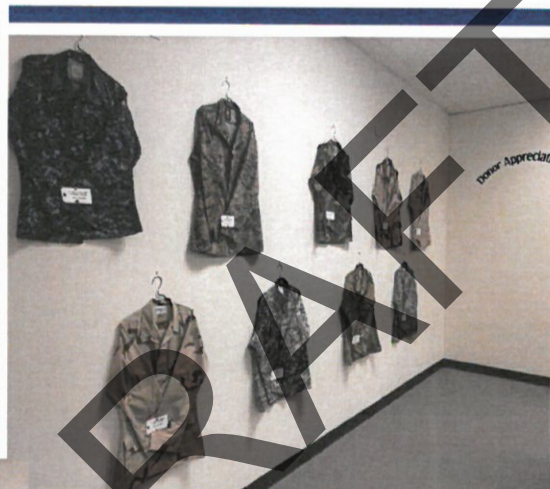
**Since coming to the January 18<sup>th</sup> County Commissioners meeting for approval, we're almost ready to open our doors.**



# *The Veterans Social Center*



The High Road Inc.





# ***The Veterans Social Center***



**The High Road Inc.**

## **So Far...**

- **Met with the Chief of Management Services and the Chief of Voluntary Services at the W.G. Hefner VA Medical Center.**
- **Planning to attend the Veterans Coffee on March 22<sup>nd</sup>.**
- **Meeting with local Military Recruiters this week**
- **Conducted numerous impromptu tours with interested visitors.**
- **Met with Salisbury Post reporter Natalie Anderson and have reached out to Tina Terry from WSOC TV**
- **Continuous social media and online presence.**
- **Our GoFundMe campaign is at close to 30%**



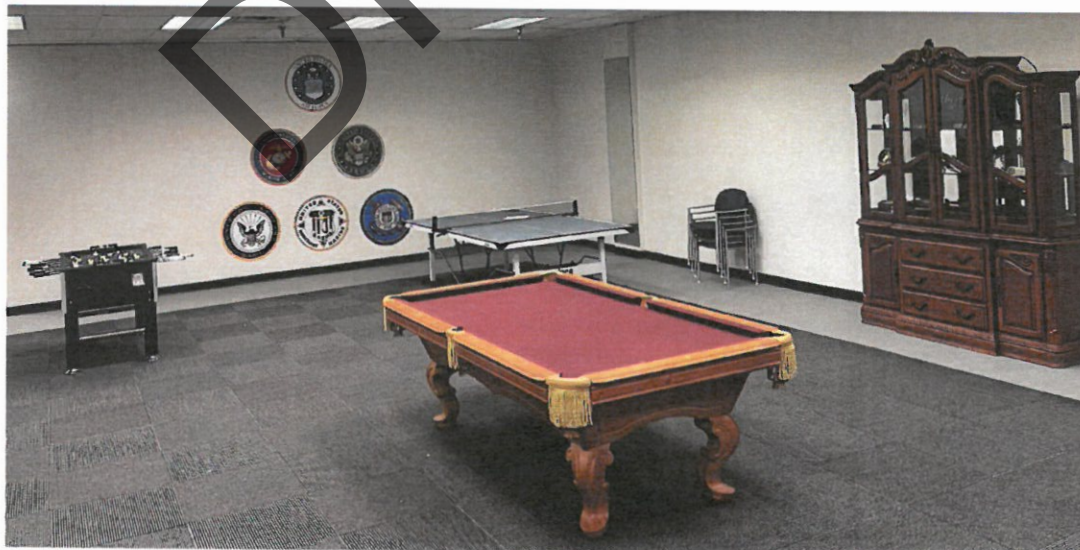
# ***The Veterans Social Center***



**The High Road Inc.**

## **What We Need?**

- Approval from the County Commission for use of the food court area for our Grand Opening Extravaganza and Ribbon Cutting Ceremony
- Saturday April 16, 2022, from 2:00 – 3:00 pm.





# ***The Veterans Social Center***



**The High Road Inc.**

Go to our website at:  
<https://hardinggroupllc.com/>

Contact us at:  
[thehighroad2021@gmail.com](mailto:thehighroad2021@gmail.com)



**Rowan County Purchasing Department**

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to  
Consent Agenda  
as Item W

C. Bauger  
3/21/2022

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Don Bringle, Parks and Recreation Director

Re: Release of Request for Qualifications for Woodleaf Community Park

Date: March 21, 2022

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Parks and Recreation along with Purchasing would like to request permission to release the Request for Qualifications (RFQ) for the Woodleaf Community Park project.

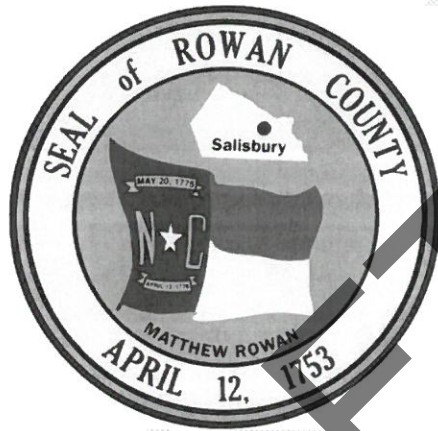
Attached is the draft RFQ.

Recommendation: The Board of Commissioners allow Purchasing to release the RFQ for the Woodleaf Community Park project.

DRAFT

# ROWAN COUNTY

## NORTH CAROLINA



**ROWAN COUNTY**  
**PARKS & RECREATION**  
*Be an original.*

### IMPORTANT DATES:

|                          |                           |
|--------------------------|---------------------------|
| Release RFQ:             | March 23, 2022            |
| Acknowledgment Deadline: | March 31, 2022 at 5pm EST |
| Questions Due:           | April 5, 2022 at 5pm EST  |
| SOQ Due:                 | April 20, 2022 at 3pm EST |
| Interviews (if needed):  | May 2-4, 2022             |
| Award by BOC:            | May 16, 2022              |



## **1.0 INTRODUCTION**

Rowan County is proposing the design and construction of a new park currently located on the previous grounds of Woodleaf Elementary School in Woodleaf, North Carolina. The elementary school has relocated to a new facility in Cleveland, North Carolina and the demoed site has been taken over by the Rowan County Parks and Recreation department for the development of the park.

The County has received funding for the park construction through County funding and a recent PARTF grant award.

### **1.1 PURPOSE**

The Rowan County Parks and Department is requesting the submission of a Statement of Qualifications (SOQ) from qualified firms to provide professional services for the referenced project including PARTF grant administration.

## **2.0 PROJECT DESCRIPTION**

The scope of work to be covered by this project provides professional landscape architecture, engineering, architecture and support services needed to prepare the design development, schematic design, construction documents, permitting, bidding and negotiating and construction phase services needed to complete the project.

### **2.1 SCOPE OF SERVICES**

The selected Consultant will work with the Rowan County Parks and Recreation Department to complete the project. A detailed description of the scope of work for each of the mentioned services will be provided to the Selected Consultant at a later date as part of a Request for Fee Proposal (RFP).

Professional Services required for this project may include, but are not limited to the following:

- Landscape Architectural Design
- Survey
- Environmental Services and Permits
- Civil Engineering
- Architecture Building
- Cost Estimating
- Grant Funding Administration
- Construction Administration

## **3.0 SELECTION PROCESS/PROCEDURE**

Pursuant to North Carolina General Statute 143-64.31, Rowan County utilizes a “qualifications-based” selection process without consideration of fee during the initial phase in hiring architects/engineers/landscape architects/surveyors. The selection process will be as follows:

### **3.1 Advertisement**

A Request for Qualifications will be advertised in The Salisbury Post, the North Carolina Interactive Purchasing System (IPS), North Carolina HUB website and Rowan County website.



### **3.2 Acknowledgment/Addenda**

Interested firms shall email Rowan County Purchasing Director, Anna Bumgarner by the date and time specified on the cover sheet at [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov). This acknowledgment shall include:

- Name of Firm
- Contact Name telephone number and email

All addenda will be emailed to this person and posted on the County website at <https://www.rowancountync.gov/675/Purchasing>.

### **3.3 Inquiries/Questions**

Questions regarding this project must be directed via e-mail to Rowan County Purchasing Director prior to the Questions Deadline date and time shown on the cover sheet of this RFQ. To ensure fair consideration for all Consultants and to maintain equal access to information, prospective Consultants shall not contact anyone other than the Rowan County Purchasing Director prior to the award decision. Any attempts to contact other County representatives may result in disqualification. Any changes or additions to the RQF information will be emailed to each Consultant who submits an Acknowledgment. Oral answers will not be authoritative.

### **3.4 Selection Process**

#### **A. Selection without Interviews**

The SOQs will be evaluated based on the criteria identified in Section 4.0. Selections may be based solely on the SOQs and references.

#### **B. Selection with Interviews**

The SOQs will be evaluated based on the criteria identified in Section 4.0. The County reserves the right to select based on the qualifications submitted or to conduct interviews. If the County decides to conduct interviews, firms will be selected to interview based on their SOQ and references. The firms being interviewed will have the opportunity to detail their qualifications, approach to the project, and their ability/expertise to furnish the services required for this project based on prior experience. If a firm chooses to distribute a "leave behind" during an interview the document can only be one page in length. Final selection will be based on the SOQ, references and the interview.

#### **C. Notification**

A preferred Consultant and one or more alternates will be selected and notified of their status at the completion of the selection process.

#### **D. Board Approval and Contract Execution**

The Rowan County Purchasing Director will request the Board of County Commissioners' authorization to negotiate a contract with the preferred Consultant. If after discussion and negotiation, the parties do not agree on a mutually acceptable fee, the Rowan County Purchasing Director will terminate negotiations with the selected Consultant, and at its sole discretion, enter into negotiations with the alternate firm. The County reserves the right to withhold the award for any reason, elect not to proceed with any of the respondents, modify the scope of the work, or re-solicit RFQs.

### **3.5 Team Composition**

Rowan County reserves the right to request a change in the consultant team composition. The request may pertain to a specific member(s) of the consultant team or their sub-consultants. Failure to come to agreement on specific team members may result in the County electing to exclude the



firm from consideration, or if this request occurs during contract negotiations, to terminate negotiations and commence negotiation with the alternate firm.

#### 4.0 SELECTION CRITERIA

The selection of a consultant team shall be based on qualifications presented in written and graphic information, interviews (if conducted), past performance, and reference checks. Consultants shall be evaluated using the qualifications, past performance, and expertise of key project team members in projects of a similar nature. This RFQ requests information and examples of “prior” completed work experience to demonstrate competence and qualify their professional experience.

Criteria for selection will include, but not necessarily be limited to the following:

- **Professional Expertise:** (Scale 1-5/Weighted 25%) Rowan County has a commitment to design quality. Potential consultants should be able to demonstrate design quality by the use of similar previous experiences.
- **Management/Technical Expertise:** (Scale 1-5/Weighted 25%) The members of the Consultant team shall demonstrate recent project management/technical/cost control expertise in the projects of this type. Including administration of PARTF Grant Funding.
- **Local Knowledge and Permitting Experience:** (Scale 1-5/Weighted 25%) Strong consideration will be given to teams demonstrating knowledge of the local permitting process and requirements. Recent experience submitting similar projects to code enforcement and other regulatory agencies will also be important.
- **Past Performance – Proven Similar Experience:** (Scale 1-5/Weighted 25%) The SOQ documentation shall demonstrate direct and personal experience of the members. The Consultant shall submit projects only for work that can be attributed to key members of the consultant team being proposed for this project. Office or firm experience in similar projects attributed to staff no longer with the firm or staff not being proposed as a key member of the team for this project will not be considered relevant.

#### 5.0 SUBMITTAL REQUIREMENTS

Each SOQ should accurately reflect the work completed by each firm(s). Accordingly, each discipline represented must follow the guidelines developed by its governing NC Board as to representation of prior experience. If a discipline does not have specific guidelines, then they shall follow North Carolina Board of Architects, Architectural Practice Act Rules of the State Board, 21NCAC 02.0229. Non-compliance with the board(s) requirements may result in disqualification.

Prospective Firms shall submit 2 paper copy and 1 Flash Drive of their SOQ. Submittals must be printed on 8.5x11 recycled paper, printed front and back, bound with one staple in top left corner. No three-ring notebooks, spiral bindings, plastic covers, cover sheet, dividers, cover letters or any other materials will be accepted. Flash Drive and Paper copy(s) shall be placed in a **sealed envelope** and labeled with the project number and name. For purposes of following the maximum page counts listed below, a sheet printed on both sides will count as two pages. Submittals shall rigorously follow the requested format and sequence; non-compliance with the format requirements may result in disqualification. Submittals shall be organized in the following manner:

##### 5.1 Firm Information (2 pages maximum)

Provide Consultant and Sub-consultant firm information including location of office(s), staff size, and type of practice. Provide a description of the project team with an organizational chart, listing key individuals and responsibilities. Provide the firm NC license number and contact information regarding this RFQ. Provide a contact name and email address. Provide availability to start once contract is awarded.



### **5.2 Individual Qualifications/Experience (7 pages maximum)**

Provide a brief description of the qualifications and experience of the key individuals who will be actively involved in the project (include state registration numbers). Clearly identify experience with similar projects, the specific role that individual performed, and the employer at the time of the project.

### **5.3 Similar Projects Experience (7 pages maximum)**

Illustrate a maximum of five (5) projects completed and built during the last ten (10) years for which the firm's key individuals provided, or is currently, providing, professional services which are most related to this project. List the projects in priority order, with the most-similar project listed first. Three of four projects must be completed or in construction. Create a summary matrix as shown below. All categories must be filled in as shown below. Feel free to add Criteria, Team members and Sub-consultants as needed.

Provide the following information, along with project images and narratives, for each project included using the checklist below and organizing the information in the same sequence

- Project name and location and current status
- Project description
- Project owner (reference's current: name, address, telephone number, and email)
- Project schedule, design & construction
- Project construction cost (estimated and actual)
- Project Change Orders total amounts for completed construction projects
- Description of professional services provided for the project
- Project manager (individual responsible to the client for the overall success of the project)
- PARTF Grant Administrator (reference's: name, address, telephone number, and email)
- Key team members including sub-consultants (i.e. principal-in-charge, project architect, project designer, structural / Civil, MEP engineers, etc.), responsible for the work and the firm they were employed with at the time of the project work. If the firm has multiple offices, indicate which office managed the similar project.

## **6.0 SUBMITTAL DEADLINE**

Proposals must be received by **April 20, 2022** by 3 PM EST. Late submittals will not be accepted. It is the responsibility of each firm submitting a submittal to ensure that the required copies of the document arrive by the submittal deadline. Proposals must be sent to the Rowan County Purchasing Department:

**Rowan County**

Attn: Anna Bumgarner

130 W. Innes Street

Suite 31

Salisbury, NC 28144

Phone: 704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

**Indicate on the outside envelope: RFQ 2022-031 Woodleaf Community Park**

It is the responsibility of the proposer to ensure that the proposal is received by the date and the time specified. Late submittals in any format will be rejected without consideration.

## **7.0 GENERAL INFORMATION**

### **7.1 Submittal Ownership and Costs**

Upon submission, all information becomes the property of County, which has the right to use any or all ideas presented in any submission in response to the RFQ, whether or not the submittal results in a contract with the submitting Consultant. All costs for development of the written submittal and the oral presentation is entirely the obligation of the Consultant and shall not be remunerated in any manner by the County.

### **7.2 Non-Warranty of Request for Qualifications**

Due care and diligence has been used in preparing this RFQ. However, the County shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Consultants to ensure that they have all information necessary to affect their submittals.

### **7.3 Request for Clarification**

Rowan County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants or from the contact persons provided for projects, either orally or in writing.

### **7.4 Acceptance/Rejection of Submittals**

Rowan County reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the County's judgment, best serve the interest of the County. The respondent acknowledges that this RFQ is a solicitation for Qualifications and is not a contract or an offer to a contract.

### **7.5 Collusion**

The Consultant, by submitting a Qualifications Statement, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Consultants, or corporations making a competing submission on the same project, and that it is all respects, fair, and in good faith without any outside control, collusion, or fraud.

### **7.6 Consideration of Submittals**

Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFQ. The Project Team must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

### **7.7 Insurance and Indemnity Requirements**

Prior to executing a contract with the County, the consulting firm must supply certificates of insurance endorsed with amounts equal to or greater to the amounts outlined in this section. To the extent permitted by law the Consultant shall indemnify and save harmless Rowan County, its agents and employees and assigns from and against all loss, cost damages, expense and liability caused by sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Consultant in the performance of professional services under this contract.



The Consultant further agrees to purchase and maintain during the life of this contract with an insurance company acceptable to Rowan County and authorized to do business in the State of North Carolina the following insurance:

- Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/ \$1,000,000 each occurrence.
- Comprehensive General Liability: Bodily injury and property damage liability insurance as shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. Rowan County shall be an additional insured for General Liability. This shall be noted on the Insurance Certificate.
- Consultant's Professional Liability: In a limit of not less than \$1,000,000.
- Workers' Compensation Insurance:  
Coverage A - Worker's Compensation: Meeting the statutory requirements of the State of N.C.  
Coverage B - Employer's Liability: \$500,000 each accident / \$500,000 disease - each employee / \$500,000 disease - policy limits.

Certificates of such insurance will be furnished to Rowan County and shall contain the provision that the County is given thirty days written notice of any intent to amend or terminate by either the Consultant or the insuring company.

## **8.0 EQUAL EMPLOYMENT OPPORTUNITY**

Rowan County does not discriminate in any of its programs and activities. The Consultant awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the basis of race, sex, religion, age, national origin, or disability. In addition to these requirements, the successful Consultant shall comply with all civil rights requirements applicable to transportation-related projects.

### **8.1 Americans with Disabilities Act (ADA) Compliance**

Rowan County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. Rowan County will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Rowan County programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify County Staff.

### **8.2 Minority/Women and Small Business Enterprises**

Rowan County encourages minorities, women, and small business enterprises equal opportunity to participating in all aspects of the County's contracting and procurement programs, including but not limited to employment construction development projects, and materials/services, consistent with the laws of the State of North Carolina. Rowan County prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. Rowan County strives to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims

of such discrimination. Rowan County has a commitment to promote this type of participation in County projects, and to the creation of project teams that include and assign importance to social and cultural diversity.

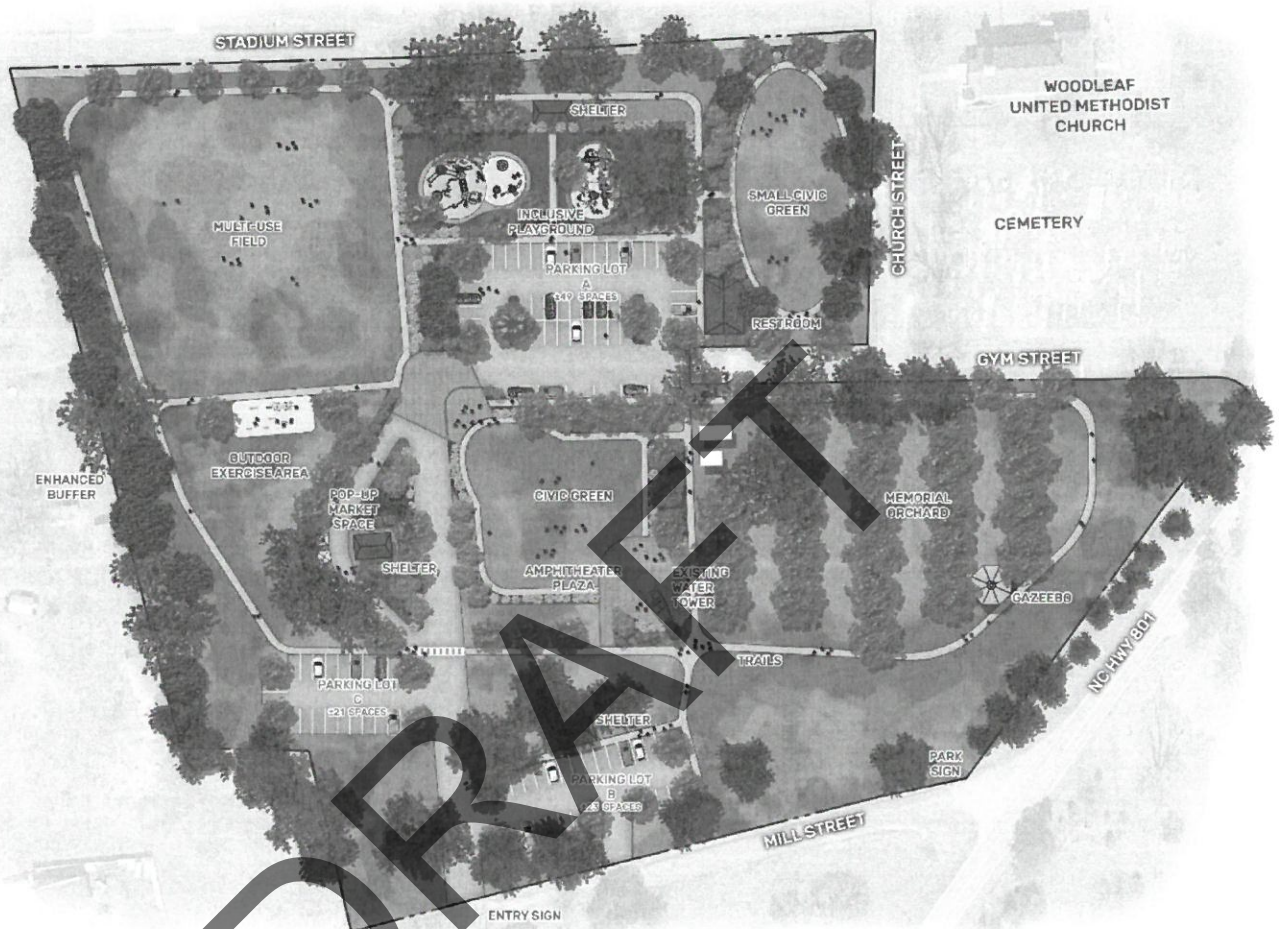
## **9.0 REFERENCE MATERIALS**

(See proceeding attachments)

DRAFT



## ATTACHMENT 1 Park Master Plan



## Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to  
the Consent  
Agenda as  
Item X

C. Barger  
3/21/2022

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Randy Cress, Assistant County Manager  
Melissa Oleen, Library Director

Re: Contract with Spectrum Enterprise for Library E-Rate

Date: March 21, 2022

The FCC's E-Rate program makes telecommunications and information services more affordable for schools and libraries. With funding from the Universal Service Fund, E-Rate provides discounts for telecommunications, Internet access, and internal connections to eligible schools and libraries. Rowan County received pricing from multiple companies (see below) and wishes to contract with Charter Communications/Spectrum Enterprises for telecommunication services at Rowan County Libraries. The County will pay \$2,800 a month for 36 months. The total cost to the County per year will be \$33,600 starting July 1, 2022. The County is required to pay this fee upfront and then be reimbursed by the FCC at 80% reducing the County's total spend to \$6,720 per year.

| Vendor               | Price            |
|----------------------|------------------|
| Spectrum Enterprises | \$2,800/month    |
| Conterra             | \$3,380/month    |
| Nitel                | \$8,981.87/month |

Attached is the contract from Spectrum Enterprises.

Recommendation: It is recommended that the Board of Commissioners authorize the County Manager to sign a contract with Spectrum Enterprises for telecommunication services with E-Rate for the Rowan County Library not to exceed \$33,600 per year for 3 years.





## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

### Spectrum Enterprise Contact Information

Contact: Bill Davidson  
Telephone: 7049696472  
Email: bill.davidson@charter.com

### Customer Information

|                                 |                                  |                                  |
|---------------------------------|----------------------------------|----------------------------------|
| Customer Name                   | Order #                          |                                  |
| ROWAN PUBLIC LIBRARY            | 13049150                         |                                  |
| Address                         |                                  |                                  |
| 130 Innes St Salisbury NC 28144 |                                  |                                  |
| Telephone                       | Email:                           |                                  |
| (704) 216-8174                  | anna.bumgarner@rowancountync.gov |                                  |
| Contact Name                    | Telephone                        | Email:                           |
| Anna Bumgarner                  | (704) 216-8174                   | anna.bumgarner@rowancountync.gov |
| Billing Address                 |                                  |                                  |
| 130 Innes St Salisbury NC 28144 |                                  |                                  |
|                                 |                                  |                                  |

| NEW AND REVISED SERVICES AT 130 W Innes St , Salisbury NC 28144 |            |          |                             |                                   |
|---|------------|----------|-----------------------------|-----------------------------------|
| Service Description   | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
| EPL 1Gbps   | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| EPL 1Gbps   | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| EPL 1Gbps   | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| Hub - ELINE Master  | 36 Months  | 1        | \$ 0.00                     | \$ 0.00                           |
| <b>TOTAL*</b>   |            |          |                             | <b>\$1,440.00</b>                 |

| NEW AND REVISED SERVICES AT 110 Broad St , Rockwell NC 28138 |            |          |                             |                                   |
|--|------------|----------|-----------------------------|-----------------------------------|
| Service Description  | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
| EPL 1Gbps  | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| <b>TOTAL*</b>  |            |          |                             | <b>\$480.00</b>                   |

| NEW AND REVISED SERVICES AT 920 Kimball Rd , China Grove NC 28023 |            |          |                             |                                   |
|---|------------|----------|-----------------------------|-----------------------------------|
| Service Description   | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
| EPL 1Gbps   | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| <b>TOTAL*</b>   |            |          |                             | <b>\$480.00</b>                   |

**NEW AND REVISED SERVICES AT 201 School St , Cleveland NC 27013**

| Service Description | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
|---------------------|------------|----------|-----------------------------|-----------------------------------|
| EPL 1Gbps           | 36 Months  | 1        | \$ 480.00                   | \$ 480.00                         |
| Spoke               | 36 Months  | 1        | \$ 0.00                     | \$ 0.00                           |
| <b>TOTAL*</b>       |            |          |                             | <b>\$480.00</b>                   |

**ONE TIME CHARGE(S) AT 130 W Innes St , Salisbury NC 28144**

| Service Description    | Quantity | One Time Charge(s) | Total One Time Charge(s) |
|------------------------|----------|--------------------|--------------------------|
| Ethernet Fiber Install | 1        | 0                  | \$ 0.00                  |
| <b>TOTAL*</b>          |          |                    | <b>\$0.00</b>            |

**ONE TIME CHARGE(S) AT 201 School St , Cleveland NC 27013**

| Service Description    | Quantity | One Time Charge(s) | Total One Time Charge(s) |
|------------------------|----------|--------------------|--------------------------|
| Ethernet Fiber Install | 1        | 0                  | \$ 0.00                  |
| <b>TOTAL*</b>          |          |                    | <b>\$0.00</b>            |

1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

#### **E-RATE FUNDING CONTINGENCY.**

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of





doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

| CUSTOMER                           | Charter Communications Operating, LLC<br>By: Charter Communications, Inc., its Manager |
|------------------------------------|--|
| Signature: _____<br>Anna Bumgarner | Signature: _____<br>John Moore   |
| Printed Name: _____                | Printed Name: _____  |
| Title: _____                       | Title: _____   |
| Date: _____                        | Date: _____  |

DRAFT

Spectrum Enterprise

# Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

## I. SLA Targets for Ethernet and Cloud Connect Services:

| Spectrum Enterprise Ethernet Services SLAs |                    |                       |                         |
|--|--------------------|-----------------------|-------------------------|
| Performance Tier                           | Metro <sup>1</sup> | Regional <sup>1</sup> | National <sup>1,2</sup> |
| Miles <sup>3</sup>                         | 0 - 155            | >155 - 746            | > 746                   |
| Kilometers <sup>3</sup>                    | 0 - 250            | >250 - 1200           | > 1200                  |
| Latency                                    | ≤ 10ms             | ≤ 25ms                | ≤ 60ms                  |
| Jitter                                     | ≤ 2ms              | ≤ 4ms                 | ≤ 8ms                   |
| Frame Loss                                 | ≤ 0.01%            | ≤ 0.01%               | ≤ 0.01%                 |
| Availability                               | ≥ 99.99%           | ≥ 99.99%              | ≥ 99.99%                |
| MTTR                                       | 4 hrs.             | 4 hrs.                | 4 hrs.                  |

<sup>1</sup> "Metro", "Regional", and "National" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Enterprise Network.

<sup>2</sup> "National" also includes all circuits provided by third party service providers, regardless of distance.

<sup>3</sup> Miles and Kilometers are measured by fiber router miles.

| Spectrum Enterprise Cloud Connect Gateway Point SLAs |          |
|--|----------|
| Availability   | ≥ 99.99% |

## II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

| Priority   | Criteria  |
|------------|---|
| Priority 1 | <ul style="list-style-type: none"> <li>Service Disruption resulting in a total loss of Service; or</li> <li>Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").</li> </ul> |
| Priority 2 | <ul style="list-style-type: none"> <li>Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>  |
| Priority 3 | <ul style="list-style-type: none"> <li>A service problem that does not impact the Service; or</li> <li>A single non-circuit specific quality of Service inquiry.</li> </ul>   |

## III. Service Availability:

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

| Percentage by Days Per Month | Total Minutes / Month | Downtime Minutes |
|------------------------------|-----------------------|------------------|
| 99.99% for 31 Days           | 44,640                | 4.5              |
| 99.99% for 30 Days           | 43,200                | 4.3              |
| 99.99% for 29 Days           | 41,760                | 4.2              |
| 99.99% for 28 Days           | 40,320                | 4                |



#### IV. Mean Time to Restore (MTTR):

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

#### V. Latency / Frame Delay:

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

#### VI. Packet Loss / Frame Loss Ratio:

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

**Packet Loss / Frame Loss Ratio is calculated as follows:**

|   |
|---|
| $\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received}}{\text{Total Frames Sent}}$ |
|---|

#### VII. Jitter / Frame Delay Variation:

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

|  |
|--|
| $\frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$ |
|--|

#### VIII. Network Maintenance:

##### Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

##### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

#### IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

| Service Availability | Mean Time To Restore ("MTTR") |     | Latency / Frame Delay (Roundtrip) | Jitter / Frame Delay Variation | Packet / Frame Loss |
|----------------------|-------------------------------|-----|-----------------------------------|--------------------------------|---------------------|
| 30%                  | > 4 hours ≤ 7:59:59 hours     | 4%  | 5%                                | 5%                             | 5%                  |
|                      | > 8 hours                     | 10% |                                   |                                |                     |

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

#### X. Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.





## Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ROWAN PUBLIC LIBRARY

Billing Address: \_\_\_\_\_  
130 Innes St  
Salisbury NC 28144

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic**. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

### CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and **will contain no more than 10% interstate traffic**.

\_\_\_\_\_  
(Authorized Customer Signature)

\_\_\_\_\_  
(Date Signed)

Anna Bumgarner

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Authorized Customer Contact Information:

Phone: **(704) 216-8116**

Email:

**randy.cress@rowancountync.gov**

# Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

## Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

## Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

## Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

### Milestones

- 1 **Sign service order**  
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**  
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.  
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**  
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.  
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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[enterprise.spectrum.com](https://enterprise.spectrum.com)

**Spectrum**  
ENTERPRISE



**Certificate Of Completion**

Envelope Id: 9F05751A2EF9485D89893EC2765A7E3A

Status: Sent

Subject: Order form for 470# 220024895

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill Davidson

AutoNav: Enabled

bill.davidson@charter.com

Envelopeld Stamping: Disabled

IP Address: 13.110.74.8

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Bill Davidson

Location: DocuSign

3/18/2022 12:58:12 PM

bill.davidson@charter.com

**Signer Events****Signature****Timestamp**

Anna Bumgarner

anna.bumgarner@rowancountync.gov

Security Level: Email, Account Authentication  
(None)

Sent: 3/18/2022 12:58:14 PM

Viewed: 3/18/2022 1:49:39 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/18/2022 1:49:39 PM

ID: 45b29dce-edf5-4fd5-b533-33a98188ffb8

Company Name: Spectrum Enterprise

John Moore

john.moore1@charter.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bill Davidson

bill.davidson@charter.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Justin Crabtree

justin.crabtree@rowancountync.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Randy Cress  
randy.cress@rowancountync.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Melissa Oleen  
melissa.oleen@rowancountync.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|               |                  |                       |
|---------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 3/18/2022 12:58:14 PM |
|---------------|------------------|-----------------------|

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

DRAFT

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Charter Communications Operating, LLC ("Spectrum") may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the "sending party" by following the procedures outlined below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Requesting paper copies, withdrawing consent, and updating contact information**

*Requesting Paper Copies.*

Please provide your name, title, email, telephone, postal address and document title.

*Withdraw Consent.*

Please provide your name, title, email, date, telephone number and postal address.

*Update Contact Information.*

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**To withdraw your consent with DocuSign**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**



The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC ("Spectrum") as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC ("Spectrum").

**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:** Micah Ennis, Social Services Director  
**DATE:** 3/15/2022  
**SUBJECT:** ARPA Funding Request

---

I am requesting approval to use ARPA funding in the amount of \$22,740.37 to purchase 12 scanning stations and the necessary licensing required (Northwoods) to enhance staff protection from the spread of disease while performing their duties.

The primary factors I present for consideration are:

- Variants of the COVID-19 virus continue to be concerning for staff and the public with an uncertain future regarding COVID-19 variants.
- All Economic Services staff members who scan documents regularly are assigned desktop scanning stations.
- Scanning stations currently in public hallway areas are shared by multiple users in Social Work Services on a daily basis to enter digital documents into Compass Pilot, the document management system used at Social Services.

| Item                  | Cost               |
|-----------------------|--------------------|
| Scanning Station x 12 | \$12,372.37        |
| License x 12          | \$10,368.00        |
| <b>TOTAL</b>          | <b>\$22,740.37</b> |

See attached documentation of quotes for these items as well as the associated Budget Amendment prepared by our Finance Director.

The Northwoods licensing is required for the software to capture documents in the document management system used in all of the Economic Services and Social Work Services program areas. No other provider could meet our need since we have one document management system.

This request was prepared in conjunction with James Howden, Anna Bumgarner, and Randy Cress with all appropriate Finance, Purchasing, and IT approvals in place.

I respectfully request that the Board approve ARPA funding in the amount of \$22,740.37 to purchase 12 scanning stations and the necessary licensing required (Northwoods) to enhance staff protection from the spread of disease while performing their duties.

See attached Budget Amendment prepared by our Finance Director.

**ATTACHMENTS:**

| Description                    | Upload Date | Type             |
|--------------------------------|-------------|------------------|
| ARPA for DSS Scanning Stations | 3/15/2022   | Budget Amendment |



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Micah Ennis, Social Services Director  
**DATE:** 3/15/2022  
**SUBJECT:** National Cinemedia Agreement

---

Rowan County DSS seeks to increase the number of families licensed to provide foster care in Rowan County. DSS has been working in partnership with National Cinemedia (NCM) and respectfully requests permission to actualize an agreement with NCM as a sole source provider of marketing in Salisbury's Tinseltown (Cinemark) Theatre. As detailed in the attachment, "National Cinemedia is the single, exclusive sales and marketing representative" for Cinemark, which includes Salisbury's Tinseltown. There are no other similar providers of advertising in the local theatre, and per our agreement with NCM, they will also push ads to mobile and other digital devices of moviegoers.

NCM provides advertising for foster and adoptive families, which is supported by Adoption Promotion Funds and involves no county dollars. Adoption Promotion Funds are awarded to the county by the state to use for a variety of allowable expenditures including direct provision or purchase by contract of services in areas of Recruitment, Training, Placement Support & Supervision and Legal Services. It is our responsibility to recruit and license a diverse group of foster families that represent the Rowan County community and develop potential adoptive resources for children in foster care who are not able to safely reunify with their birth families.

See attached Sole Source letter documentation from NCM.  
This request was reviewed and approved by Anna Bumgarner and meets requirements for Purchasing.

We are formally requesting that our County support our use of this sole source provider for this unique advertising service.

Thank you for your consideration of this request.

**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b>     |
|----------------------|--------------------|-----------------|
| Sole Source Document | 3/15/2022          | Backup Material |



January 10, 2022

Re: Sole Source Advertising

To Whom It May Concern:

Please be advised that National CineMedia is the single, exclusive sales and marketing representative for the sales of all on-screen and other in-theatre advertising and promotions for the following theatre exhibitors ("Exhibitors"):

Aliance Management (Xscape), AMC\*, Atrium Stadium Cinemas, Ayrley Theatre, Bernardsville Cinema, Bow Tie Cinemas, Cinemark\*, Cinopolis\* (only former Movie House & Eatery locations), Cinergy, Coming Attractions, Fairchild, Far Away Entertainment\*, Fox Theatres, Fountain Stone Theaters, Fremont Theaters, Galaxy Theatres\*, Georgia Theatre Company, Golden Star, Golden Ticket, Goodrich, Harkins Theatres\*, High Sierra, Kerasotes/ICON, LA Live\*, Legacy Theaters, Loeks/Celebration Cinemas/Studio C, Main Street Theatres, Marquee, MCIC, Metropolitan, Misty Fairchild, MJR\*, MovieScoop, Movie Tavern\*, Odyssey, O'Neil\*, PictureShow Cinemas, RC Theatres, Reel-Lux Cinemas, Regal Cinemas\*, Santikos\*, ShowBiz, Southeast Cinemas, Southern Theatres, Star Cinema Grill, Texas Cinema/EVO, UEC Theatres, Venue Cinema, West Mall Theater, White Mountain Entertainment.

\* Please note: Exhibitors marked with an asterisk may have limited exceptions to NCM's exclusivity.

In addition, National CineMedia is the single, exclusive sales and marketing representative for the sales of National On-Screen Advertising in the following Exhibitors:

All Exhibitors partnered with Pecan Pie Productions.

Best regards,

A handwritten signature in dark ink, appearing to read "Scott Felenstein", with a horizontal line extending to the right.

Scott Felenstein  
President  
National CineMedia

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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** March 21, 2022  
**SUBJECT:** FY 22-23 HOME Funding Action Plan

---

**BACKGROUND**

Each year Staff prepares an application requesting funds from the Cabarrus, Iredell, Rowan HOME Consortium to administer an owner occupied housing rehabilitation program in the County. This program is administered by the Salisbury Community Development Corporation and typically provides assistance to 4 or 5 low-to-moderate income homeowners each year.

Due to the COVID pandemic, the ability to interact with potential program clients, contractors, and program staffing was disrupted. This was a common occurrence nationwide and HUD's response was to extend the deadline for program obligations and spending by four (4) additional years. Now that most things are "back to normal", the County finds itself with a current available balance of \$650,083 when combining program years FY 18-19 thru FY 21-22. The deadline for spending these funds has been extended to 2026 for FY 18-19; 2027 for FY 19-20; 2028 for 20-21; 2029 for FY 21-22.

With this unobligated fund balance in hand, Staff opinion is to renew focus and efforts to spend the current funds and not request additional funds from the Consortium. The County's "allocation" for FY 22-23 will be redistributed amongst the Consortium's other participants. Staff has discussed this decision with the Salisbury CDC, they understand the County's position and are committed to continued administration of the program using remaining available fund balance.

Most importantly, the County's decision not to seek funds in FY 22-23 will not prevent it from applying for funding next fiscal year.

**RECOMMENDATION**

The Commission endorse Staff's recommendation to not submit a HOME application funding request for FY 22-23.



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**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Don Bringle  
**DATE:** 4/4/2022  
**SUBJECT:** Cheerwine Satellite Parking Request

---

The City of Salisbury is hosting the 2022 Cheerwine Festival in partnership with Cheerwine, Saturday, May 21, 2022 in the downtown area of Salisbury from 12 noon to 10 P.M. The City of Salisbury is requesting permission to use the West End Plaza parking lot for satellite parking on May 21, 2022 from 11:00 a.m. through midnight of the same day. Visitors will use public transportation as a mobility option during the Cheerwine Festival. We would continue to use our current sheltered bus stop located at the old Thelma's Restaurant if the request is approved.

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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner and Micah Ennis  
**DATE:** 3/24/22  
**SUBJECT:** Contract with Family Advantage, LLC for DSS

---

Family Advantage, LLC provides therapeutic foster care to children in DSS custody. This contract will not exceed \$150,000 prior to June 30, 2022. Board approval is required when a contract is over \$90,000.

Attached is a copy of the contract with Family Advantage, LLC

The Purchasing Director recommends that the Board of Commissioners authorize the Director of Social Services to enter into a contract with Family Advantage, LLC for therapeutic foster care of children in DSS custody for an amount not to exceed \$150,000.

**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b> |
|---------------------------|--------------------|-------------|
| Contract Family Advantage | 3/24/2022          | Cover Memo  |

**Contract #****Fiscal Year Begins 7/1/2021 Ends 6/30/2022**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Family Advantage LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 30-0765202 and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on 01/01/2022 and shall terminate on 6/30/2022, This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$            in Federal funds (CFDA #            ), \$            in State Funds, \$            in County funds

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

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$150,000.00.

**6. Reversion of Funds:**

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

**Contract #****Fiscal Year Begins 7/1/2021 Ends 6/30/2022**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Family Advantage LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 30-0765202 and DUNS Number (required if funding from a federal funding source).

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

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$150,000.00.

**6. Reversion of Funds:**

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

21104



**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

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

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE |                               | IF DELIVERED BY ANY OTHER MEANS |                          |
|-----------------------------------|-------------------------------|---------------------------------|--------------------------|
| Name & Title                      | Micah M. Ennis, Director      | Name & Title                    | Micah M. Ennis, Director |
| County                            | Rowan                         | County                          | Rowan                    |
| Mailing Address                   | 1813 East Innes Street        | Street Address                  | 1813 East Innes Street   |
| City, State, Zip                  | Salisbury NC 28146            | City, State, Zip                | Salisbury NC 28146       |
| Telephone                         | 704.216.8422                  |                                 |                          |
| Fax                               | 704.638.3041                  |                                 |                          |
| Email                             | Micah.Ennis@rowancountync.gov |                                 |                          |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE |                                 | IF DELIVERED BY ANY OTHER MEANS |                         |
|-----------------------------------|---------------------------------|---------------------------------|-------------------------|
| Name & Title                      | Willie Gilchrist                | Name & Title                    | Willie Gilchrist        |
| Company Name                      | Family Advantage LLC            | Company Name                    | Family Advantage LLC    |
| Mailing Address                   | PO Box 5534                     | Street Address                  | 289 Wade Road           |
| City State Zip                    | Mooreville, NC 28117            | City State Zip                  | Scotland Neck, NC 27874 |
| Telephone                         | 252-326-0090                    |                                 |                         |
| Fax                               | 252-862-2675                    |                                 |                         |
| Email                             | wjgilchrist@familyadvantage.net |                                 |                         |

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**


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

**14. Specific Language Not Previously Addressed:**

*( can be deleted if not needed)*

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

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

|  |                      |
|--|----------------------|
| <br>Signature | 02/24/22<br>Date     |
| Willie Giddrist<br>Printed Name  | CEO / owner<br>Title |

**COUNTY**

|  |       |
|--|-------|
| Signature <i>(must be legally authorized to sign contracts for County DSS)</i> | Date  |
| Printed Name   | Title |

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

|                                     |      |
|-------------------------------------|------|
| Signature of County Finance Officer | Date |
|-------------------------------------|------|

**GENERAL TERMS AND CONDITIONS****Relationships of the Parties**

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

**Default and Termination**

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

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

### **Confidentiality**

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

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

### **Family Advantage LLC**

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

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

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



**Miscellaneous**

or phrase shall be read to include the plural and vice versa.

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

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

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

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

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

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

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

**ATTACHMENT B – Scope of Work****Federal Tax Id. or SSN 30-0765202  
Contract #****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Family Advantage LLC

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number:

Fax Number:

Email:

3. Name of Program (s):

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit5. Contractor's Financial Reporting Year January through December *Yes*

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

*614 Level III Residential*

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment Level III 0-4 Beds

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

| Standard Board Rates                                   | Monthly Rates |            |         |
|--|---------------|------------|---------|
|  | Age 0-5*      | Age 6-12   | Age 13+ |
| Foster Care  |               |            |         |
| Therapeutic Foster Care                                | \$514         | \$654      | \$698   |
| Residential Treatment (Level 2)                        |               |            |         |
| Child Placing Agency                                   | \$1,472       | \$1,637    | \$1,702 |
| Residential Child Caring Institution                   | \$4,318       | \$4,510    | \$4,580 |
| Standard Board and Treatment Rates                     | Daily Rates   |            |         |
|  | Board         | Treatment* |         |
| * Residential Treatment Level 3, 0-4 beds              | \$43          | \$232.88   |         |
| Residential Treatment Level 3, 5+ beds                 | \$33          | \$189.75   |         |
| Residential Treatment Level 4, 0-4 beds                | \$43          | \$315.71   |         |
| Residential Treatment Level 4, 5+ beds                 | \$40          | \$315.71   |         |
| *Treatment Rates set by DMA and are subject to change. |               |            |         |

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit  
**CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.**

## H. MUTUAL AGREEMENT

### I. Both Parties Agree to:

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

## II. Private Partner

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

### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete *Quality Standards Tool* and provide to the County annually. (see attached)
3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

### Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

**Communication and Planning:**

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



10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

### **III. County**

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

#### **Share Information:**


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

**Provide Services:**

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

**Communication and Planning:**

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

  
(Signature of County Authorized Person)

  
(Date Submitted)

  
(Signature of Contractor)

  
(Date Submitted)

## FEDERAL CERTIFICATIONS



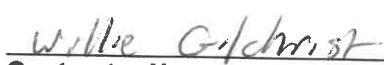
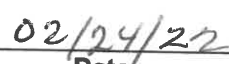
**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

|  |   |
|--|---|
| <br>_____<br>Signature       | <br>_____<br>Title |
| <br>_____<br>Contractor Name | <br>_____<br>Date  |

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

### I. Certification Regarding Nondiscrimination

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

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

Street 289 Wade Road

City, State, Zip Code Scotland Neck NC

Street 3104 301 N Hwy

City, State, Zip Code Pleasant Hill, NC 27864



3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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 (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. Bid/offer/application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-Award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ Quarter _____<br>Date Of Last Report: _____   |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime<br><input type="checkbox"/> Subawardee Tier (if known) _____<br>Congressional District (if known) _____   |   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District (if known) _____   |
| <b>6. Federal Department/Agency:</b>  |   | <b>7. Federal Program Name/Description:</b><br>CFDA Number (if applicable) _____  |
| <b>8. Federal Action Number (if known)</b>  |   | <b>9. Award Amount (if known) \$</b>  |
| <b>10. a. Name and Address of Lobbying Entity</b><br><i>(if individual, last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>   |   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>  |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ actual    planned  |   | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____  |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11</b> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i><br><br><br>  |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </div>  |   |   |
| <b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |   | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No: _____ Date: _____  |
| <b>Federal Use Only</b>   |   | Authorized for Local Reproduction<br>Standard Form - LLL  |

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC

County Iredell

I, Angela D. Nance, Notary Public for said County and State, certify that

Willie James Gilchrist personally appeared before me this day and acknowledged

that he/she is owner of Family Advantage LLC [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 24 day of Feb, 2022

Sworn to and subscribed before me this 24 day of Feb, 2022

Angela D. Nance  
(Official Seal)

Notary Public

My Commission expires 4-21, 2024

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

Family Advantage LLC  
Name of Organization

Willie James Gilchrist, CEO  
Signature of Organization Official



### Conflict of Interest Policy Example

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

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

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

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

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

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

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

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

##ContractorName##

Name of Organization

---

Signature of Organization Official

---

Date

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY**

State of NC

County Iredell

I, Angela D. Nance, Notary Public for said County and State, certify that

Willie Samess Idchrist personally appeared before me this day and acknowledged

that he/she is Owner of Family Advantage LLC  
[name of Organization]

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

on the 24 day of Feb, 2022

Sworn to and subscribed before me this 24 day of Feb, 2022

Angela D. Nance  
(Official Seal)

Notary Public

My Commission expires 4-21, 2024

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

Family Advantage, LLC  
Name of Organization

[Signature]  
Signature of Organization Official

### **Conflict of Interest Policy Example**

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

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

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

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

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governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##

Name of Organization

---

Signature of Organization Official

---

Date



## State Grant Certification – No Overdue Tax Debts

**Instructions:** Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

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

### Entity's Letterhead

**[Date of Certification (mmddyyyy)]**

To: State Agency Head and Chief Fiscal Officer

#### Certification:

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

#### Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Signature]  
Board Chair

CEO Family Advantage LLC  
[Title of Second Authorizing Official]

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

[Signature]  
(Notary Signature and Seal)

My Commission Expires: 04/21/2024

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:  
NCGrants@osbm.nc.gov-(919)807-4795

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

---

## **State Grant Certification – No Overdue Tax Debts**

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notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Rowan County Department of Social Services/Human Services

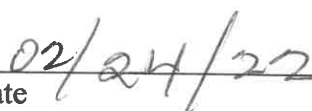
By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

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

  
Signature

  
Title

  
Agency/Organization

  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

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

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

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

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

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

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

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Family Advantage, LLC

Contractor's Authorized Agent: Signature [Signature] Date 02/24/22

Printed Name Willie G. Gachmsz Title CEO

Witness: Signature [Signature] Date 02/24/22

Printed Name Bailee Gachmsz Title CFO

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



ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
  - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
  - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
  - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
  - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- (Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

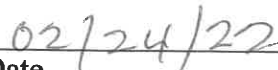
**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Agency/Organization

  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2022

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

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

|   |   |                                  |
|---|---|----------------------------------|
| PRODUCER<br><b>McGriff Insurance Services</b><br>7701 Airport Center Dr<br>Suite 1800<br>Greensboro, NC 27409 | CONTACT NAME:   |                                  |
|   | PHONE (A/C, No, Ext): <b>888 743-2217</b>                 | FAX (A/C, No): <b>8888279861</b> |
| INSURED<br><b>Family Advantage LLC</b><br>PO Box 5534<br>Mooreville, NC 28117                                 | E-MAIL ADDRESS:   |                                  |
|   | INSURER(S) AFFORDING COVERAGE                             |                                  |
|   | INSURER A : <b>Philadelphia Indemnity Insurance Co.</b>   | NAIC # <b>18058</b>              |
|   | INSURER B : <b>Travelers Property Casualty Co of Amer</b> | <b>25674</b>                     |
|   | INSURER C : <b>Progressive Southeastern Insurance Co.</b> | <b>38784</b>                     |
|   | INSURER D :   |                                  |
|   | INSURER E :   |                                  |
|   | INSURER F :   |                                  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | PHPK2276666    | 06/02/2021              | 06/02/2022              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>\$ |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | 022475891      | 06/16/2021              | 06/16/2022              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |                    |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                | 6JUB7H70225321 | 09/22/2021              | 09/22/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$100,000<br>E.L. DISEASE - EA EMPLOYEE \$100,000<br>E.L. DISEASE - POLICY LIMIT \$500,000  |
| A        | Professional Liab   |                    | PHPK2276666    | 06/02/2021              | 06/02/2022              | 1,000,000/claim<br>3,000,000/agg   |

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

## CERTIFICATE HOLDER

## CANCELLATION

Rowan County Dept of Social Services  
Adult & Children Services  
1813E Innes Street  
Salisbury, NC 28146

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

AUTHORIZED REPRESENTATIVE

*Lisa Murray*

**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  
**DATE:** March 25, 2022  
**SUBJECT:** Schedule Public Hearing for ZTA 02-22: Conditional Zoning, for April 18, 2022

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Planning staff is requesting an amendment to the Zoning Ordinance regarding conditional districts specifically noted in sections 21-62 through 63 and reference to a development agreement with supporting North Carolina General Statute reference in section 21-11.

See staff report for background information and proposed text changes. At their March 28<sup>th</sup> meeting, the Planning Board voted unanimously (8-0) to recommend approval as presented with two minor wording changes that will be included in the final version. No public comments were received.

Schedule Public Hearing for April 18, 2022.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 3/25/2022          | 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](http://www.rowancountync.gov/planning)

## MEMORANDUM

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart  
DATE: March 25, 2022  
RE: **ZTA 02-22: Conditional Districts**

### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

- ☐ Schedule Public Hearing for **ZTA 02-22** for April 18, 2022

### **BACKGROUND**

Over the past decade or more, generally half of all rezoning requests received have been for a conditional district (CD); a trend that will likely continue. These districts serve as a necessary approach in rezoning property that offer additional clarity on permitted development in the district through submission of a site plan and other details, which allow an appropriate evaluation of the request. One challenge with a CD request relate to the required process to consider plan changes that may arise after the rezoning. Current language includes three (3) variables that may be used by Planning Staff to guide a decision into whether a proposed variation in plan detail would be required to repeat the original rezoning process.

Staff have proposed additional guidance for minor change decisions and the elimination of waiting periods where amendments may be requested, the latter of which was rarely used. Revocation language is proposed for removal, which was historically consistent with that for special use permits (quasi-judicial decisions), but not as relevant in legislative decisions. New language is provided indicating the same two (2) year duration to obtain permits for development within the CD but would not “expire” unless a subsequent rezoning was initiated by staff.

Lastly, section 21-11 currently include general reference to a development agreement in a list of protected rights secured establishing protection from subsequent ordinance amendments. Subsection (d) of 21-11 would recognize a fourth category in this section that may extend the vesting period for certain projects. Although the Board of

Commissioners could currently enter into a Development Agreement, which extend a development's vesting period beyond that currently noted in 21-11 without this language, this section is intended to recognize this option for additional clarity.

**PLANNING  
STAFF REQUEST**

Planning staff is requesting an amendment to the Zoning Ordinance regarding conditional districts specifically noted in sections 21-62 through 63 and reference to a development agreement with supporting North Carolina General Statute reference in section 21-11.

Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text**.

## **Chapter 21: ZONING ORDINANCE**

### Article I. In General

#### Sec. 21-1. Title.

#### Sec. 21-2. Purpose.

#### Sec. 21-3. Authority.

#### Sec. 21-4. Definitions.

#### Sec. 21-5. Jurisdiction.

#### Sec. 21-6. Bona fide farms exempt.

#### Sec. 21-7. Severability.

#### Sec. 21-8. Abrogation.

#### Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

#### Sec. 21-10. Relationship to other ordinances.

#### Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements**.

Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements**.

Pursuant to G.S. 143-755, 160D-108, ~~and~~ 160D-108.1, **and Article 10 of 160D** provisions to secure a permit choice, vested right, ~~or~~ site-specific vesting plan, **or development agreement** shall be as follows:

(a) *Permit choice.*

(b) *Vested rights.*

(c) *Site-specific vesting plans.*

**(d) Development Agreements. Properties subject to an approved development agreement with the Board of Commissioners consistent with Article 10 of G.S. 160D may have vesting periods which exceed durations identified in this subsection.**

Sec. 21-61. Conditional districts.

(a) *Purpose.* There are instances where ~~certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses~~

permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. **a rezoning request to a general district would be inappropriate and could not effectively be managed by the district's general development standards. As an alternative manner to evaluate those requests, a specific set of development standards are necessary to address anticipated impacts on surrounding properties and the county, determine consistency with adopted plans, and / or provide a clear understanding of the type and degree of future development allowed within the district. This can often be achieved by the commitment to a specific use or uses permitted in the district, increased development standards, or site plan details, which are tailored to address the aforementioned objectives and sufficient to allow for an appropriate evaluation of the request.** This voluntary procedure must be petitioned by the property owner or their authorized agent as a **firm** development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

| <i>General Zoning Districts</i> | <i>Conditional Districts</i> |
|---------------------------------|------------------------------|
| RS                              | RS (CD)                      |
| RR                              | RR (CD)                      |
| RA                              | RA (CD)                      |
| MHP                             | MHP (CD)                     |
| MFR                             | MFR (CD)                     |
| CBI                             | CBI (CD)                     |
| 85-ED-1                         | 85-ED-1 (CD)                 |
| 85-ED-2                         | 85-ED-2 (CD)                 |
| 85-ED-3                         | 85-ED-3 (CD)                 |
| 85-ED-4                         | 85-ED-4 (CD)                 |
| IND                             | IND (CD)                     |
| NB                              | NB (CD)                      |
| INST                            | INST (CD)                    |

(b) *Applications.* Applications for conditional districts shall be on forms provided by the county planning and development department. Only property owners or their authorized agents shall apply for rezoning to an appropriate conditional district (amended 6-19-00). **In addition to the general information required in section 21-52 and other applicable sections of this chapter, the petitioner may propose additional limitations or restrictions to ensure compatibility between the development and the surrounding area. The applicant may propose additional limitations or restrictions that address: compatibility between the development and surrounding area; anticipated impacts; land use plan objectives; or other concerns. Supporting documentation must clearly identify proposed restrictions or conditions that exceed general district standards and govern future development within the district.** Only uses listed in section 21-113 as permitted by right **or as a CD** may **and as a CD** be considered within a conditional

district.

**Applications must include a site plan containing information from section 21-52 including the general location and size of buildings, proposed streets, parking areas, and other operational area improvements. While the applicant has discretion in the information submitted, the application must contain an appropriate level of detail or necessary conditions to adequately govern the district, as determined by the board of commissioners. The applicant must consider the potential degree of administrative change afforded to approved districts in section 21-62(d) when submitting plans for consideration.**

(c) *Permitted uses and development requirements.* ~~Upon approval of~~ **If approved as** a conditional district, only the use or uses identified in the conditional district are allowed subject to any associated conditions or limitations therein. All use requirements of the underlying general use district **and section 21-64, if applicable,** shall apply as well as all other requirements of the ordinance. In no situation shall approval of a conditional district reduce required standards of this ordinance unless otherwise provided herein.

(d) *Review Procedures.* Conditional district requests shall follow review procedures referenced in Sec. 21-362.

(e) *Conditional District Approval.* The board of commissioners may approve a reclassification of a property to a conditional district only upon determining that the proposed use or uses will meet all standards and regulations in this chapter that are applicable. Specific conditions applicable to the districts may be proposed by the petitioner or the board of commissioners, but only those conditions consented by the petitioner in writing consistent with G.S. 160D-703(b) may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to applicable ordinances, officially adopted comprehensive plans, or impacts reasonably expected to be generated by the development or use of the site.

The approval of the district and any requested conditions shall be included on ~~an~~ **a certificate of approval** form provided by the county. If the approval and any attached conditions are acceptable to the petitioner, then this acceptance shall be indicated by the petitioner signing the approval form.

(Ord. of 1-19-98, § IV; Ord. of 6-17-02; Amend. of 3-7-05; Amend. of 2-20-06(1); Amend. of 6-16-08; Amend. of 6-19-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

Sec. 21-62. Effect of approval for conditional districts.

(a) *Conditions attached to approval.* Approval of a conditional district and the attached conditions are binding on the property as an amendment to the zoning maps. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district, the approved rezoning request, and all conditions attached to the **certificate of approval**. ~~In accordance with Sec. 21-11(c), an approved conditional district secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.~~

- (b) *Uses allowed.* Only uses and structures development indicated on within the approved site plan conditional district shall be allowed on the subject property. All uses and structures in a conditional district shall also comply with all standards and requirements for development in the underlying zoning district.
- (c) *Effect on zoning maps.* Following approval of the rezoning request for a conditional district, the subject property shall be identified on the zoning map by the appropriate district designation as listed in section 21-61 (a). All parallel conditional use districts approved prior to September 6, 2016 shall hereby be replaced by a comparable conditional district. For example, a pre-existing CBI-CUD designation will be changed to a CBI-CD designation. Associated applications, site plans, conditions, and limitations placed on the conditional use district are incorporated without change into the standards and conditions for the new conditional district. Changes to a pre-existing conditional use district are subject to the conditional district process identified in subsection (d). Nothing in the section shall be interpreted to invalidate a pre-existing conditional use district.
- (d) *Alterations to approval.* Alterations to an approved plan for a conditional district shall be as provided in this subsection.
- (1) Except as provided in subsection (2) below, changes to the approved conditional district and maps shall be treated as amendments to this chapter and the zoning maps.
- (2) Minor changes.
- a. The county recognizes slight deviations in site-specific development proposals plans may arise from circumstances that could not reasonably be anticipated during the rezoning, warranting which may warrant changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information, water or sewer permits, soil suitability) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners except in instances where reliance was made on an adopted development condition identified on the certificate of approval. Additionally, subject to the following criteria shall be used as a guide in evaluating a minor change request:
1. Relocation of operational area improvements that do not project into the required adopted conditional district setback for the respective operational element;
  2. Reduced setback by no more than ten (10) percent of that identified on the plan for the respective operational area improvement provided compliance with the corresponding general district setback;
  3. Increase in total gross floor area by no more than ten (10) percent of the area on the approved plan provided the size complies with the corresponding general district and / or overlay district allowance;
  4. Change in driveway location along the same road provided the location



**complies with NCDOT standards;**

5. Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; **or**
  6. Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval; **or**
  7. **Any change that impose standards which are greater than the conditional district.**
- b. Regardless of Sec. 21-62(d)(2)(a)(1-3), the planning director may **forward the requested change to the Board of Commissioners for consideration** **require the applicant to submit a new application** in the same procedure as required for the original issuance of the conditional district as per Sec. 21-61(b). **All Additionally, all** other changes shall be reviewed **by the Board of Commissioners** as per Sec. 21-61(b). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.
- c. ~~Requests for a minor change may be submitted to the planning director at any time, although proposals to change or amend any approved conditional district shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change the district unless deemed appropriate by the planning director. Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board. Failure of the Board of Commissioners to schedule a legislative hearing regarding an amendment shall constitute denial of the request and conditions of the original district shall remain in effect.~~
- d. ~~The Board of Commissioners may consider revocation of an approved conditional district through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the district if it is factually determined that one or more instances listed below have occurred:~~
- ~~(1) Substantial departure from the approved application, plans, or specifications;~~
  - ~~(2) Refusal or failure to comply with the requirements of any applicable local development regulation;~~
  - ~~(3) False statements or misrepresentations made in securing the approval;~~  
~~or~~
  - ~~(4) Mistakenly issued in violation of an applicable State or local law.~~
- ~~Failure to validate at least one of these instances shall allow the conditional district to remain valid. Petitioners may appeal this decision to superior court. Should a conditional district be revoked, the Board of Commissioners will rezone the property back to a general zoning district.~~

(e) **Expiration.** If a zoning permit is not issued for development allowed in the conditional district within two (2) years of district approval or within a longer duration established by section 21-11, the Planning Director may review efforts made and / or continued interest in the proposed development with the property owner or developer. If it is apparent that development within the district may not occur for a long period of time, the Planning Director may schedule a courtesy hearing to consider an appropriate general zoning district consistent with section 21-362. Absent a rezoning to a general zoning district, all conditions, restrictions, and plan details of the conditional district remain in effect.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

Sec. 21-63. Application re-submittal for special use permits and conditional districts.

- (a) If conditionally approved, the applicant may submit a revised application within forty-five (45) days of having received the decision of the appropriate board. The revised application shall include provisions described in conditions placed on the application. If the conditionally approved application is not resubmitted within the prescribed time period the application shall be deemed to be disapproved.
- (b) If a special use permit or conditional district application is denied, the administrator shall not accept another application similar to the denied application for the same property or a portion of the same property for a period of twelve (12) months from the date of the hearing, unless the administrator determines that:
  - (1) There has been a significant zoning district reclassification of an adjacent property;
  - (2) A new or updated land use plan which changes public policy regarding the property is adopted by the county; or
  - (1) Public facilities such as roads, waterlines, sewer lines, or other infrastructure are constructed or expand to serve the property and enable the proposed development to be accommodated.

(Ord. of 1-19-98, § IV; Amend. of 9-6-16; Amend. of 6-21-21)

#### **PROCEDURES**

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action is consistent with any adopted comprehensive plans [sec. 21-362 (j)]. Planning Board recommended statement will be available at the hearing.

#### **STAFF COMMENTS**

As noted in the background information, this text may serve to expedite the review of certain minor changes to sites and provide applicants additional flexibility with CD submittals.

**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  
**DATE:** 3/25/2022  
**SUBJECT:** Schedule Public Hearing for Z 03-22

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Connie Merrell on behalf of Merrell Partners is petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. These properties can be further referenced as county tax parcels 406 010 and 406 126. A majority of parcel 406 126 is currently zoned 85-ED-2 the front of parcel 406 126 is zoned RR and all of 406 010 is zoned RR. The road frontage for these properties is all on parcel 406 126.

Schedule Public hearing for Monday April 18th 2022.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 3/25/2022          | Cover Memo  |
| GIS Map            | 3/25/2022          | Cover Memo  |
| application        | 3/25/2022          | Cover Memo  |

DEPARTMENT OF PLANNING & DEVELOPMENT  
DATE: 03/25/2022  
STAFF CONTACT: AARON POPLIN



## REZONING PETITION: Z 03-22

**REQUEST:** RR to 85-ED-2

**PARCEL ID:** 406 010 and  
406 126

**LOCATION:** 1505 Peach  
Orchard Rd

**ACERAGE:** 20

**CURRENT LAND USE:** Single  
Family Dwelling

**OWNER:** Diane Brandon

**APPLICANT:** Connie Merrell

## BACKGROUND

Connie Merrell on behalf of Merrell Partners is petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. These properties can be further referenced as county tax parcels 406 010 and 406 126. A majority of parcel 406 126 is currently zoned 85-ED-2 the front of parcel 406 126 is zoned RR and all of 406 010 is zoned RR. The road frontage for these properties is all on parcel 406 126.

### Relationship with any plans and policies

This property is located in Area 2 of the Eastern Area Land Use Plan areas adjacent to municipalities and within the US-29/ I-85 Highway corridor overlay Area 2 discourages industrial development except when they

are located within the highway corridor. The plan encourages uses to consider the scale and density of new projects connecting to utilities.

## Consistency with the requested zoning district's purpose and intent

**Economic development districts established for I-85.** The following district are hereby established to preserve, encourage and enhance the economic development opportunities in areas adjacent and near I-85 in accordance to plans adopted by the county board of commissioners. It is recognized that I-85 is uniquely important the future of the county because of the great potential for development of all types that exist along this corridor. Development

within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts. The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments. In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

The benefit of the 85-ED zones over a traditional commercial or industrial zoning district such as CBI or IND is that the uses allowed are not quite as broad. By narrowing the uses the County can be assured that the investment in utilities along with the access to I-85 is not wasted by a use that would not need them.

#### Compatibility of all uses within the proposed district classification with other properties

Compatibility of Uses: the 85-ED-2 district allows for a limited amount of uses by right with more uses allowed with SUPs and in PUDs.

| MAJOR GROUP  | INDUSTRY GROUP         | RR                     | CBI-CD                  |
|--|------------------------|------------------------|-------------------------|
| <b>Residential</b>                                     |                        | Permitted              | Not Permitted           |
| <b>Construction</b>                                    |                        | Permitted with SR      | Permitted               |
| <b>Manufacturing</b>                                   |                        | Permitted with SR      | Most Permitted          |
|  | "Heavy Impact Uses"    | Not Permitted          | Most Permitted with SUP |
| <b>Transp., Com., Elec. / Gas, &amp; Sanitary Svc.</b> |                        | Some Permitted with SR | Some Permitted          |
| <b>Wholesale Trade</b>                                 |                        | Most Permitted with SR | Some Permitted with SUP |
| <b>Retail Trade</b>                                    |                        | Permitted with SR      | Some Permitted in PUD   |
| <b>Finance, Ins., &amp; Real Est.</b>                  |                        | Permitted with SR      | Not Permitted           |
| <b>Services</b>  |                        | Most Permitted with SR | Some Permitted in a PUD |
|  | Misc. Amusement & Rec. | Not Permitted          | Not Permitted           |
| <b>Public Admin.</b>                                   |                        | Not Permitted          | Not Permitted           |

Generalized Groupings:  
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses



Conditions within the vicinity (see enclosed map):

**East:** Performance Technology park. 85-ED-2 zoned business park with Toyota Racing Development

**West:** Dillard's distribution center.

**South:** Southeast Middle School.

**North:** Orchard Hills Subdivision.

### Potential impact on facilities such as roads, utilities and schools

Roads: Peach Orchard Rd has a capacity of 11,400 vehicles per day. The most recent traffic count on Peach Orchard Rd was 3,500 vehicles per day in 2014. It should be noted that this data was taken on the western side of I-85 and not on the section between I-85 and Old Concord Rd.

Utilities: The property will utilize existing SRU water and sewer.

Schools: N/A

### Decision making and procedures

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

Procedures: The Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

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

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

### Planning Board Meeting February 28, 2022

The Rowan County Planning Board conducted a courtesy hearing for Z 03-22 at their February meeting. No one spoke in favor or against the rezoning. The Planning Board approved the rezoning, including the portions of parcels 406 020 and 406 127, with the following statement:

**Statement of Consistency and Reasonableness-** Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts.

### Staff Comments

- This is a straight rezoning so all uses in the 85-ED-2 district should be considered.
- There can be no conditions of approval.
- Staff recommend the rezoning a portion of parcel 406 020 and parcel 406 127 from RR to CBI to remove the rest of the remaining RR zone on the southern side of Peach Orchard Rd.

### Attachments

- GIS Map
- Application
- Statement worksheet









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

Case # Z 03-22  
Date Filed 2/7/22  
Received By Adm  
Amount Paid \$300 cash  
Office Use Only

2-017372-2022

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: MICHELLE MEDLIN, NANCY L. GLENN, DIANE L. BRANDON

Signature: Alvin B. Branch, POA

Phone: 764-762-0270 Email: BRANDONALVINB@BELLSOUTH.NET

Address: 445 EASTLAND DR, SALISBURY, NC 28146

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

Name: Merrell Partners, LLC

Signature: Connie Merrell

Phone: 704-701-1678 Email: live.serve.lead@gmail.com

Address: 4627 Dove Field Ln Kannapolis NC 28081

### PROPERTY DETAILS:

Tax Parcel(s): 406 010 406 126 Size (sq. ft. or acres): 4.87 OF 406 010  
1505 PEACH ORCHARD Rd. 4.70 - ACRES OF  
0 PEACH ORCHARD Rd 406 126

Current Land Use: VACANT RESIDENTIAL, 406 010, VACANT LAND, 406 126

Date Acquired: 4/24/18 Deed Reference: Book 1307 Page 972

1307 973

### REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District 85-ED-2

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

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

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

# AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), MICHELLE MEDLIN, NANCY L. GLENN, DIANE L. BRANDON, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Alvin B. Brandon, POA

Date: \_\_\_\_\_

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

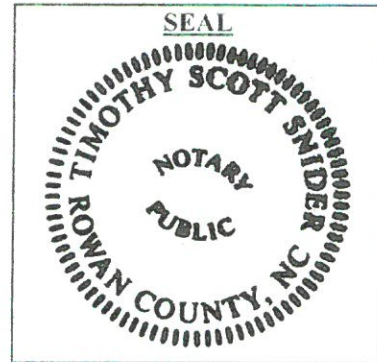
Phone Number: \_\_\_\_\_

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

STATE OF NC COUNTY OF ROWAN

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

My commission expires 12/5, 20 23.



## OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: \_\_\_\_\_ 2. Planning Board  
Courtesy Hearing: \_\_\_\_\_ 3. Notifications Mailed: \_\_\_\_\_ 4. Property Posted:  
\_\_\_\_\_ 5. Planning Board Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Board of Commissioners  
Public Hearing: \_\_\_\_\_ 7. Notifications Mailed: \_\_\_\_\_ 8. Property Posted:  
\_\_\_\_\_ 9. Dates Advertised: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 10. BOC Action: Approved  
\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_\_



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner and Sheriff Auten  
**DATE:** 3/28/22  
**SUBJECT:** Fifth Amendment for Securus Technologies

---

Rowan County Sheriff's Office and Purchasing Department are currently evaluating proposals received for inmate communication systems. While we complete the process of evaluating and selecting a vendor to provide this service we will need to extend the term of our current agreement with Securus Technologies. The attached fifth amendment will allow us to continue to work with the current vendor under a new contract is in place.

Attached is Fifth Amendment to our current Securus Technologies Agreement.

The Sheriff and Purchasing Director request that the Board of Commissioner's authorize the County Manager to sign the Fifth Amendment to extend our agreement with Securus Technologies for inmate communication system.

**ATTACHMENTS:**

| <b>Description</b>           | <b>Upload Date</b> | <b>Type</b> |
|------------------------------|--------------------|-------------|
| Fifth Amendment with Securus | 3/28/2022          | Cover Memo  |



**FIFTH AMENDMENT TO  
MASTER SERVICES AGREEMENT  
ROWAN COUNTY (NC)  
A002269**

This **FIFTH AMENDMENT** ("Fifth Amendment") is effective as of the last date signed by either party ("Fifth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Rowan County Detention Center ("you" or "Customer") dated April 7, 2011, as subsequently amended (collectively, the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

**NOW, THEREFORE**, as of the Fifth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Fifth Amendment shall commence on the Fifth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended, with a modified end date of June 30, 2022. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Except as expressly amended by this Fifth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fifth Amendment Effective Date.

|  |   |
|--|---|
| <u>CUSTOMER:</u><br>Rowan County Detention Center<br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____ | <u>PROVIDER:</u><br>Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)<br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____ |
|--|---|

**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

**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:** Anna Bumgarner  
**DATE:** 3/29/22  
**SUBJECT:** Amendment No. 2 for REI Engineers, Inc. Master Agreement

---

Rowan County has a Master Agreement with REI Engineers, Inc. for Civil Engineering services. We are currently working with them on 2 projects and need to update our Master Service Agreement until the completion of these projects: 1) Courthouse Roof 2) Facilities Maintenance Roof. The attached Amendment No. 2 will allow for this extension.

The Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign Amendment No. 2 of the Master Service Agreement with REI Engineers, Inc. to provide Civil Engineering services.

**ATTACHMENTS:**


| <b>Description</b>                          | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Master Agreement REI and Amendment 1        | 3/29/2022          | Cover Memo  |
| Amendment No. 2                             | 3/31/2022          | Cover Memo  |
| Attachment A REI 2022 Standard Fee Schedule | 3/31/2022          | Cover Memo  |

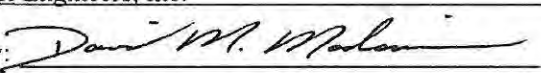
**Amendment to Master Service Agreement**

This Amendment No. 1 to the Master Service Agreement is entered into and effective this 14<sup>th</sup> day of August 2019, by and between Rowan County, Salisbury, NC hereinafter referred to as Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Charlotte, NC 28269 hereinafter referred to as REI. REI will provide professional services for tasks related to Civil Engineering services for Client on an as needed basis from April 1, 2019 to March 20, 2022 as referenced in the Master Service Agreement.

ACCEPTED FOR

REI Engineers, Inc.

Witness 

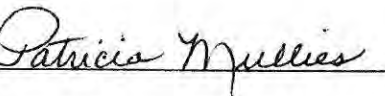
By: 

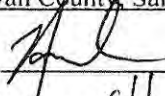
David Madonia, Executive Vice President  
(Name and Title)

Date: 08/14/2019

ACCEPTED FOR

Rowan County, Salisbury, NC

Witness 

By: 

Aaron Church, County Manager  
(Name and Title)

Date: 11-5-19



REIEN-4

OP ID: CG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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

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

|  |  |              |  |   |  |
|--|--|--------------|--|---|--|
| <b>PRODUCER</b><br>Hartsfield & Nash Agency, Inc.<br>Post Office Box 1109<br>Wake Forest, NC 27588<br>Lorie Borrelli, CIC, AAI |  | 919-556-3698 |  | <b>CONTACT NAME:</b> Lorie Borrelli, CIC, AAI     |  |
|  |  |              |  | <b>PHONE (A/C, No, Ext):</b> 919-556-3698         |  |
|  |  |              |  | <b>FAX (A/C, No):</b> 919-556-8758                |  |
|  |  |              |  | <b>E-MAIL ADDRESS:</b> connie@hartsfield-nash.com |  |
|  |  |              |  | <b>INSURER(S) AFFORDING COVERAGE</b>              |  |
|  |  |              |  | <b>INSURER A:</b> Cincinnati Insurance Companies  |  |
|  |  |              |  | <b>INSURER B:</b> Travelers Property & Casualty   |  |
|  |  |              |  | <b>INSURER C:</b> Endurance American Specialty    |  |
|  |  |              |  | <b>INSURER D:</b>                                 |  |
|  |  |              |  | <b>INSURER E:</b>                                 |  |
|  |  |              |  | <b>INSURER F:</b>                                 |  |

| COVERAGES   |  | CERTIFICATE NUMBER: |                 | REVISION NUMBER:        |                         |   |
|---|--|---------------------|-----------------|-------------------------|-------------------------|---|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |                     |                 |                         |                         |   |
| INSR LTR  | TYPE OF INSURANCE  | ADDL SUBR INSD WVP  | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                     | ENP0196990      | 06/01/2019              | 06/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A   | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                          |                     | EBA0196990      | 06/01/2019              | 06/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A   | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                     | ENP0196990      | 06/01/2019              | 06/01/2021              | EACH OCCURRENCE \$ 6,000,000<br>AGGREGATE \$ 6,000,000  |
| B   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N            | UB6K8158301947G | 06/01/2019              | 06/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C   | Professional & Pollution Liab  |                     | DPL10002229409  | 06/01/2019              | 06/01/2020              | Per Claim 3,000,000<br>Aggregate 3,000,000  |

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

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| Rowan County<br>130 West Innes Street<br>Salisbury, NC 28144 | ROWA130  |
|  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| AUTHORIZED REPRESENTATIVE<br>                                |  |

ACORD 25 (2016/03)

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## Master Service Agreement

Rowan County, Salisbury, NC hereinafter referred to as Client, hereby offers the following proposal for retention of REI Engineers, Inc., 1927 JN Pease Place, Charlotte, NC 28269 hereinafter referred to as REI, on an as needed basis from April 1, 2014 to March 30, 2019 to provide professional services for tasks related to Civil Engineering services.

The following terms apply to this Agreement:

1. Professional services will be retained as an independent contractor, not as an employee of Client or the State of North Carolina.
2. Each task for which services are required will be separately discussed and negotiated to resolve the scope of the task, work schedule, coordination requirements, review procedures and fee(s).
3. Any plans, specifications or studies developed under this agreement will conform to the requirements of the latest edition of the North Carolina Construction Manual.
4. The design fee, including travel and other direct costs, will be agreed upon prior to the undertaking of services. Payments will be as negotiated and as set forth in future specific task contracts. In accordance with General Statute 142-328 payment for services cannot be made in advance. Violations will require restitution to the State and may result in the termination of the Agreement and/or criminal prosecution.
5. In the event that the scope of required services is not adequately defined prior to beginning the task, compensation may be paid on an hourly basis against an estimated total design cost. The total hourly compensation cannot exceed the estimated total design cost without prior written approval. Hourly compensation rates will be subject to approval prior to the start of the work.
6. This Agreement may be terminated in writing at any time by either party without penalty.

The procedures for execution of a task contract are as follows:

1. Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under your Design Agreement:

Gary L. Page                      Leslie E. Heideick                      David Silford

2. A time will be scheduled when you can visit the site of the work and discuss the scope for the task.
3. A proposal that will summarize your understanding of the task, construction cost estimate, a schedule for the work and fee that you will require to complete the task, will be submitted to Client in writing.

## **TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES**

### **ARTICLE 1. SERVICES: REI WILL:**

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE TASK.

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.

1.4 Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law.

1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

### **ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:**

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE TASK.

2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.

2.3 Furnish right of entry onto THE TASK site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE TASK.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

### **ARTICLE 3. GENERAL CONDITIONS:**

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE TASK customarily vested in THE TASK architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of THE TASK or the failure of any contractor or subcontractor to construct any item on THE TASK in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the task, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

### **ARTICLE 4. INSURANCE:**

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE TASK. CLIENT agrees, therefore, to include, or cause to be included in THE TASK'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE TASK contractor as CLIENT

deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with TASK requirements.

#### **ARTICLE 5. LIMITATIONS OF LIABILITY:**

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of \$10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

#### **ARTICLE 6. PAYMENT:**

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

#### **ARTICLE 7. EXTENT OF AGREEMENT:**

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

#### **ARTICLE 8. MEDIATION:**

8.1 In an effort to resolve any conflicts that arise during the design or construction of the task or following the completion of the task, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the task and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### **ARTICLE 9. CERTIFICATE OF MERIT:**

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

**ARTICLE 10, BIOLOGICAL GROWTH:**

Client releases REI from any and all claims Client and Client's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Client's Building.

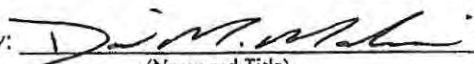
ACCEPTED FOR

REI Engineers, Inc.

Witness



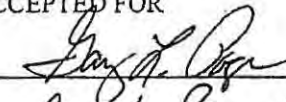
By:

 - Vice President  
(Name and Title)

Date:

5/2/14

ACCEPTED FOR



Witness:



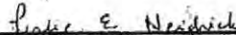
By:

Gray L. Page, Rowan G. Mgr.  
(Name and Title)

Date:

4/21/14

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



FINANCE DIRECTOR



**Exhibit A**  
**REI ENGINEERS**  
**2014 Standard Fee Schedule**

**A. PERSONNEL AND EQUIPMENT CHARGES**

**1. Personnel Charges\***

- a. Professional Engineer/Registered Consultant.....\$155.00/hr.
- b. Task Manager.....\$115.00/hr.
- c. Technician.....\$70.00/hr.
- d. Draftsman (includes AutoCAD time).....\$55.00/hr.
- e. Clerical.....\$45.00/hr.

\* Depositions and court at time and one-half. Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum technician charge for site visits is four hours.

**2. Miscellaneous Charges**

- a. Mileage.....\$0.60/mile
- b. Per Diem.....\$90.00/day
- c. Expenses.....Cost ÷ 0.8

**B. FIELD TESTING**

- 1. Roof Cores.....\$ 40.00/ea
- 2. Asbestos Testing.....\$ 50.00/ea
- 3. Factory Mutual 1-52 Negative Pressure Test..... Refer to Testing Fee Schedule\*\*
- 4. Infrared Moisture Survey..... Refer to Testing Fee Schedule\*\*
- 5. Roof Condition Survey..... Refer to Testing Fee Schedule\*\*

\*\* Provided upon request.

**C. CONTRACT DOCUMENTS**

- 1. Lump sum, percentage or not-to-exceed..... As quoted

**D. GENERAL**

- 1. Task specific work will be performed as quoted.

**EXHIBIT B**  
**REI STANDARD FEE SCHEDULE**  
**CONTRACT DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE SCHEDULE**

| Estimated<br>Construction<br>Cost (ECC) | Design Fee<br>% of ECC | Construction Admin<br>% of ECC | Total Fee<br>% of ECC |
|---|------------------------|--------------------------------|-----------------------|
| \$0 - \$50k                             | 8.00%                  | 5.00%                          | 13.00%                |
| \$50k - \$250k                          | 6.50%                  | 4.50%                          | 11.00%                |
| \$250k - \$500k                         | 5.00%                  | 4.00%                          | 9.00%                 |
| \$500k - \$700k                         | 5.00%                  | 3.00%                          | 8.00%                 |
| \$700k & Above                          | 4.75%                  | 3.00%                          | 7.75%                 |

1. Fees will vary and based on individual client needs.

**EXHIBIT C**  
**REI STANDARD FEE SCHEDULE**  
**ROOF CONDITION OBSERVATION FEE SCHEDULE**

\*The costs listed below include but are not limited to the following services:

Roof review to determine existing conditions and system compositions

Full report including photographs, findings, recommendations, conclusions,  
estimated repair/replacement costs and a roof plan indicating survey area(s)

| ROOF AREA (Square Feet) | PER SQUARE FOOT \$ + (BASE COST) |
|-------------------------|----------------------------------|
| UP TO 40,000            | 0.00 + \$1,800                   |
| 40,100 TO 200,000       | 0.03 + \$800.00                  |
| 200,100 TO 500,000      | 0.025 + \$2,000.00               |
| 500,100 AND UP          | 0.02 + \$5,000.00                |

**NOTES**

1. Travel fees may apply.
2. Contractor services will be billed as an additional expense.

Amendment No. 2 to Master Service Agreement

This Amendment No. 2 to the Master Service Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Rowan County, Salisbury, NC hereinafter referred to as Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Charlotte, NC 28269 hereinafter referred to as REI. REI will provide professional services for tasks related to Civil Engineering services for Client on an as needed basis from March 21, 2022 when the previous amendment expired to the completion of the current task orders for the Rowan County Courthouse Roof Project and the Facilities Maintenance Roof project. REI's 2022 Standard Fee Schedule is included as Attachment A.

ACCEPTED FOR

**REI Engineers, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

ACCEPTED FOR

**Rowan County**

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

## Attachment A

**REI ENGINEERS  
2022 Standard Fee Schedule****A. STANDARD UNIT RATES FOR PROFESSIONAL SERVICES\***

|     |  |              |
|-----|--|--------------|
| 1.  | Principal .....  | \$325.00/hr. |
| 2.  | Sr. Licensed Professional (PE, AIA) / Branch Manager ..... | \$215.00/hr. |
| 3.  | Sr. Registered Professional (RBEC, RRC, RWC, REWC) .....   | \$185.00/hr. |
| 4.  | Licensed Professional (PE, AIA).....                       | \$175.00/hr. |
| 5.  | Registered Professional (RBEC, RRC, RWC, REWC).....        | \$165.00/hr. |
| 6.  | Sr. Project Manager .....                                  | \$155.00/hr. |
| 7.  | Project Manager .....                                      | \$125.00/hr. |
| 8.  | Construction Administration Manager .....                  | \$115.00/hr. |
| 9.  | Sr. Technician .....                                       | \$105.00/hr. |
| 10. | Technician .....   | \$85.00/hr.  |
| 11. | Draftsman (includes AutoCAD time) .....                    | \$85.00/hr.  |
| 12. | Clerical .....   | \$80.00/hr.  |

**B. MISCELLANEOUS CHARGES**

|    |                |             |
|----|----------------|-------------|
| 1. | Mileage .....  | \$0.65/mile |
| 2. | Expenses ..... | Cost x 1.15 |

**C. FIELD TESTING**

1. Shall be as quoted on a per project basis.

\*Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time.  
Minimum personnel charge for site visits is four hours excluding travel time.



**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:** Jessica Morgan, East Gold Hill VFD  
**DATE:** March 29, 2022  
**SUBJECT:** East Gold Hill VFD Lease and Option Agreement with HomeTrust Bank

---

Request is for the Chairman of the Board of Commissioners to sign the attached letter to HomeTrust Bank.

**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b> |
|--------------------------|--------------------|-------------|
| Letter to HomeTrust Bank | 3/29/2022          | Cover Memo  |

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



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

## **Rowan County Board of Commissioners**

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

April 4, 2022

HomeTrust Bank  
PO Box 10  
Asheville, NC 28802-0010

RE: Municipal Lease and Option Agreement between HomeTrust Bank and East Gold Hill Volunteer Fire Department, Inc.

Dear Sirs:

I am Chairman of the Rowan County Board of Commissioners. This letter is to advise that East Gold Hill Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific fire district within Rowan County.

In addition, the County provides an annual appropriation to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. The funds may also be used to upgrade equipment as the need arises. The appropriation is disbursed by the Finance Office to the Fire Department on a regular basis by the County's Finance Director. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised the County has no objection to the transaction.

Sincerely,


Gregory C. Edds, Chairman  
Rowan County Commissioners

Enclosure

Equal Opportunity Employer



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|  |   |
|--|---|
|  <p>NORTH CAROLINA<br/><i>Be an original.</i></p> | <p><b>ROWAN COUNTY FINANCE DEPARTMENT</b><br/> 130 W. Innes Street, Salisbury, NC 28144<br/> 704.216.8170<br/> <a href="http://www.rowancountync.gov">www.rowancountync.gov</a><br/> <b>James M. Howden, CPA   Finance Director</b></p> |
|--|---|

Home Trust Bank  
PO Box 10  
Asheville, NC 28802-0010

The funding for East Gold Hill Volunteer Fire Department Inc.  
has been progressive as per the following schedule:

| Fiscal Year | Actual /<br>Estimated<br>Tax Revenue | Assessed<br>Valuation | Rate Per<br>\$100 Value |
|-------------|--------------------------------------|-----------------------|-------------------------|
| 2022        | \$ 112,652                           | \$ 143,794,759        | 0.0800                  |
| 2021        | 118,740                              | 144,192,480           | 0.0800                  |
| 2020        | 106,948                              | 139,033,004           | 0.0800                  |

  
Rowan County Finance Director

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten  
**DATE:** 03-29-22  
**SUBJECT:** Request for Detention Center Staff Incentives

---

Please see the attached request from Sheriff Auten to provide incentives for Detention Center employees.

Please approve this request.

**ATTACHMENTS:**

| <b>Description</b>                | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------------|--------------------|-------------|
| Detention Center Staff Incentives | 3/29/2022          | Cover Memo  |



# OFFICE OF THE SHERIFF COUNTY OF ROWAN

232 NORTH MAIN STREET  
SALISBURY, NORTH CAROLINA 28144



KEVIN L. AUTEN  
SHERIFF

PHONE (704) 216-8700  
FAX (704) 216-8674

TO: Rowan County Board of Commissioners  
FROM: Sheriff Kevin Auten  
DATE: March 29, 2022  
RE: Incentives for Detention Center Employees

In an effort to attract and retain Detention Officers during a staffing shortage, I am requesting consideration of the following incentives:

1. For the 2022 Calendar year only, provide a "perfect attendance bonus" to detention center staff who do not "call out" or leave early from a shift unless prior written approval was received. Beginning January 1, 2022 the bonus would be as follows:

|   |       |
|---|-------|
| • 1 <sup>st</sup> quarter of perfect attendance (in 2022) | \$50  |
| • 2 <sup>nd</sup> quarter of perfect attendance (in 2022) | \$100 |
| • 3 <sup>rd</sup> quarter of perfect attendance (in 2022) | \$150 |
| • 4 <sup>th</sup> quarter of perfect attendance (in 2022) | \$200 |
2. \$500 per month will be allotted to purchase snacks and beverages for detention center staff to consume while on duty. This allotment will end on June 30, 2022.
3. Meals provided to inmates will also be made available to detention center employees while on shift free of charge. There is no expiration date for this request.

Thank you for consideration of this request.

DETENTION CENTER  
PHONE (704) 216-8770  
FAX (704) 216-8731  
JAIL ANNEX (704) 216-7900

[WWW.ROWANSHERIFF.ORG](http://WWW.ROWANSHERIFF.ORG)

LANDIS OFFICE  
PHONE (704) 216-8742  
FAX (704) 857-3640





**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:** Allen Cress  
**DATE:** 3/17/2022  
**SUBJECT:** Proclamation for Public Safety Telecommunicators Week

---

Proclamation for Public Safety Telecommunicators Week

**ATTACHMENTS:**

| <b>Description</b>    | <b>Upload Date</b> | <b>Type</b> |
|-----------------------|--------------------|-------------|
| Telecommunicator week | 3/17/2022          | Cover Memo  |

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



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

## Rowan County Board of Commissioners

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

### ***PROCLAMATION***

#### ***PUBLIC SAFETY TELECOMMUNICATORS WEEK***

***April 10-16, 2022***

***WHEREAS***, the services and functions performed by the Rowan County Public Safety Telecommunicators are critical to the safety and welfare of the citizens of Rowan County and the municipalities; *and*

***WHEREAS***, the Public Safety Telecommunicators provide 24-hour service seven days per week as the vital link in the chain of emergency services providers; *and*

***WHEREAS***, these dedicated professionals are the initial point of contact for citizens in crisis situations who need emergency services assistance. In answering the public's daily cries for help, they are often instrumental in saving lives and reducing property damage when tragedy strikes.

**NOW THEREFORE** the Rowan County Board of Commissioners does hereby proclaim ***April 10-16, 2022 as "Public Safety Telecommunicators Week"*** in Rowan County and urges all citizens to acknowledge the contributions of these loyal public servants.

This the 4th day of April, 2022.

---

Gregory C. Edds, Chairman

ATTEST:

---

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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**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:** Micah Ennis, Social Services Director  
**DATE:** 3/21/2022  
**SUBJECT:** Proclamation for Child Abuse Prevention and Awareness Month

---

I make my request on behalf of the Community Child Protection Team in general, and specifically on behalf of Amy Brown, Chair of the Community Child Protection Team and Executive Director of Smart Start Rowan; Shawn Edman, Executive Director Prevent Child Abuse Rowan; and Alyssa Harris, Health Director. April is Child Abuse Prevention and Awareness Month.

We make a joint request for our Honorable Board of Commissioners to proclaim April 2022 as Child Abuse Prevention and Awareness Month in Rowan County. We also request a brief moment to present information about resources for children and families in Rowan County.

We also respectfully request that the Board of Commission receive the attached Annual Report from the Community Child Protection Team.

**ATTACHMENTS:**

| <b>Description</b>      | <b>Upload Date</b> | <b>Type</b> |
|-------------------------|--------------------|-------------|
| Proclamation            | 3/29/2022          | Cover Memo  |
| CCPT Annual Report 2022 | 3/21/2022          | Exhibit     |

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



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



## Rowan County Board of Commissioners

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

### *Proclamation for Child Abuse Prevention Month*

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

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

**WHEREAS**, approximately 117,268 children were subject of investigations of abuse, neglect and/or dependency in North Carolina in Fiscal Year 2020; *and*

**WHEREAS**, 27 children were victims of homicide by their parent or caretaker in North Carolina during the year 2020; *and*

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

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

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

**NOW THEREFORE**, the Rowan County Board of Commissioners, does hereby proclaim **April 2022** as **Child Abuse Prevention Month** in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

This the 4<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County Commission

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



recycled paper

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## *Rowan County Community Child Protection Team*

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### Annual Report 2021

#### I. Authority

Community Child Protection Teams (CCPT) were established as a way for state and local communities to form partnerships that strengthen child protection efforts. The teams were established in response to Executive Order 142 in May 1991. CCPT duties and responsibilities were adopted as North Carolina Administrative Code 411.0400. The original purpose and composition of the teams were further formalized and expanded by G.S.7B.1408, effective July 1, 1993.

#### II. Responsibilities and Purpose

Federal and State laws require that a citizen review panel be established to review certain cases receiving child welfare services. In North Carolina, the CCPT has been designated as the citizen review panel. The CCPT is an interdisciplinary group of community representatives who meet regularly to review child welfare cases. Case reviews are conducted to:

- Identify gaps and deficiencies in the community child protection system which impact the incidence of abuse, neglect, dependency, or child fatalities;
- Increase public awareness about conditions that have an impact on child protection within the community;
- Advocate for system changes by promoting collaboration among agencies in the creation or improvement of resources for children;
- Assist the DSS in the protection of children living in the family whose case is being reviewed;
- Inform the Board of Commissioners about actions needed to address gaps and deficiencies in services.

#### III. Members

Membership is mandated by law and mandated positions are listed below. Membership is not limited to mandated positions.

- Community Representatives
- County Department of Social Services Director
- County Board of Social Services Member
- County Health Department Director
- Health Care Provider
- Local Community Action Agency Executive Director
- School Superintendent
- Attorney for the District Attorney's Office
- Guardian ad Litem Representative
- Law Enforcement Officer
- Mental Health Professional
- Parent Consumer



#### IV. Local Operational Procedures

In Rowan County, the CCPT has elected to serve also as the Child Fatality Prevention Team (CFPT), which includes additional functions related to child fatality reviews and formulating necessary recommendations from findings. The combined CCPT/CFPT group meets every other month, with additional called meetings as needed.

In 2021, CCPT/CFPT meetings were held on the third Tuesday of every other month, at 12:30 p.m. Due to COVID the meetings were held virtually on Zoom with the last one in November as hybrid, hosting some participants in person. The November meeting was held in the large conference room at Rowan County Department of Social Services.

##### Membership in 2021

- Alyssa Harris, Rowan County Health Department Director (effective February 2021)
- Amy Brown, Smart Start **(CCPT Chair effective 11/15/21)**
- Amy Wagoner, Rowan County DSS
- Beth Dixon, District Court Judge
- Brandy Cook, District Attorney
- Carol Ann Houpe, Rowan-Salisbury School System
- Cynthia Dry, Rowan County Department of Social Services Child Welfare Attorney **(CCPT Chair until 3/16/21)**
- Dee Dee Wright, Rowan County Social Services Board (until June 2021)
- Kevin Auten, Rowan County Sheriff
- Lennie Cooper, Emergency Medical Services (until September 2021)
- Lisa Berger, Rowan County DSS Deputy Director (effective May 2021)
- Lisa Davis, Rowan County Social Services Board (effective July 2021)
- Lissa Pence, Guardian ad litem (until February 2021)
- Lori Yang, Parent Consumer (effective November 2021)
- Micah Ennis, Rowan County DSS Director
- Nina Oliver, Rowan Health Department Director (until February 2021)
- Renee Bradshaw, Family Crisis Council
- Roxie Cashwell, Rowan County DSS (effective July 2021)
- Shawn Edman, Terrie Hess House Child Advocacy Center Director (effective January 2021)
- Tiffany Clark, North Carolina Department of Public Safety/Juvenile Justice (until December 2021)
- Tressy McLean-Hickey, Cardinal Innovations Healthcare MCO **(CCPT Chair 3/16/21-11/15/21)**
- Yuvongala Howell, Novant Health Rowan Medical Center

Cases reviewed by the CCPT/CFPT are based on local need and include children deemed to be at higher risk of injury or death as a result of child abuse, neglect, or dependency and child fatalities occurring in the calendar year. Any team member may bring a case for review. Guidance for selecting cases for review includes:

- Substantiated cases of abuse, including sexual abuse;
- Cases of neglect, especially when referral is made by a medical provider;
- Cases in which DSS has substantiated two reports within a specific period, regardless of the type of report or referral source;
- Other cases where there are indications that a child has been impacted by a deficiency in community services or resources;
- Cases where there has been a child fatality.

## V. 2021 Reviews and Actions

CCPT/CFPT reviewed a total of 5 fatality cases in 2021.

- prenatal issues/perinatal conditions (2)
- unique health conditions/illness (e.g. genetic disorders) (2)
- suffocation/strangulation in bed (1)

| Total Number of Cases Reviewed   | Fatalities | Active Child Welfare Cases |         |            | Other Cases |
|--|------------|----------------------------|---------|------------|-------------|
| 6  | 5          | 1                          |         |            | 0           |
|  |            |                            |         |            |             |
| For non-fatality cases give the number of cases reviewed in each category from January 1 through December 31, 2021 |            | Abuse                      | Neglect | Dependency | Other       |
|  |            |                            |         | 1          |             |

The needs identified through these case reviews included safe sleeping and co-sleeping information, early prenatal care, smoking cessation for expecting parents, and grief counseling and support group identification for parents who lose children. The needs identified through these case reviews included recognition of addictions, timely and effective substance use treatment services, mental health services, preventative parenting education (including dangers of cigarette smoking, opioid use and consumption of alcohol during pregnancy) and needed regular and early prenatal care.

Additional community concerns identified by the team during case reviews included the need for safe sleeping campaigns, psychological evaluations for parents who exhibit cognitive delays during assessments by DSS, the possibility of review by DSS of the parent's exception children's or therapeutic records so as to better serve the parent, and adequate resources to refer the parent to services such as occupational therapy, life coaching, ARC services, and parenting education.

The Rowan County Community Child Protection Team focused on a Safe Sleep campaign in 2021.

## VI. Context and Community Factors

Community factors that impact the well-being of children in Rowan County include:

- The Rowan Board of Commissioners annually proclaims April as Child Abuse Prevention Month.
- The Rowan County Community Protocol for Child Abuse Prevention is a living document that provides clear expectations of DSS, law enforcement, the Child Advocacy Center, the school system, the hospital, and all residents in making reports of child abuse and neglect. It further provides guidelines for conducting investigations of alleged child abuse and neglect and for collaboration between agencies. Roles and responsibilities of community agencies are clearly identified. The Community Protocol is accessible to the community through the DSS website.
- Any changes to the Community Protocol are referred to the CCPT/CFPT for review and approval to assure there is close adherence to procedures and to maintain the integrity and spirit of collaboration set forth by the original protocol.
- There are regular meetings among community partners in which child protection is addressed. These meetings include (1) Quarterly meetings of the Law Enforcement Protocol Committee, (2) Bi-monthly meetings of the Community

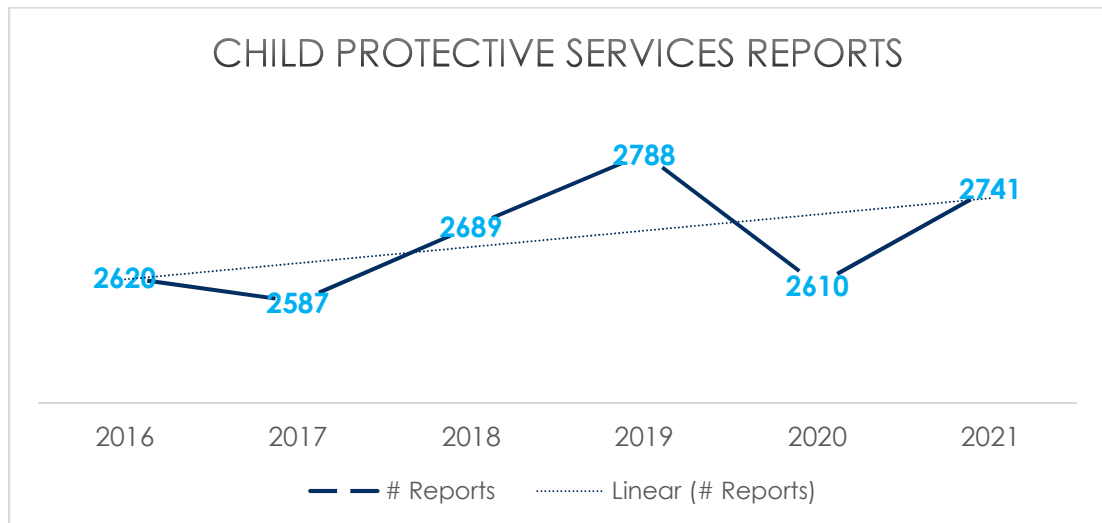
Child Protection and Fatality Prevention Team, (3) Rowan County System of Care Collaborative meetings, (4) Meetings between the Department of Juvenile Justice/Delinquency Prevention and DSS, and (5) Multi-disciplinary team meetings at CAC.

- Training is provided by DSS to many organizations, the school system, hospital staff, and the general public related to recognizing and reporting abuse and neglect, accessing services that support families and children and Trauma 101.
- Early in April, our community celebrates the Week of the Young Child.
- Prevent Child Abuse Rowan organizes community activities that bring the community's awareness to children who are abused and neglected.
- An annual Child Abuse Prevention events is held by various stakeholders in April each year to raise awareness of child abuse prevention.

#### Relevant Data

The estimated population for Rowan County in 2020 according to the United States Census Bureau was 146,875. Children make up approximately 22% of the population.

From January through December 2021, DSS received 2,676 child protective services reports and completed assessments on 1,824 cases. The majority of these reports alleged neglect of the victim children. There remains ongoing concern that child abuse and neglect may have been under-reported in 2020 because many children were not in school settings during COVID-19. Despite the lower number of reports in 2020, CPS reporting is trending upwards from 2016 through 2021.



For calendar year 2021, an average of 65 children per month received in-home (mandatory) services to address safety and risk factors while keeping the families together. There were a total of 111 families served by In-Home Family services in 2021. Eighty-seven (87) children entered foster care as a result of abuse, neglect, or dependency in 2021. A total of 255 children were served in 2021, with an average of 169 children in DSS custody each month. On average, around 85% of children in care were placed in family-like settings and over 11% in group settings. Rowan County provided training and oversight for an average of 32 licensed foster homes on a monthly basis in the calendar year of 2021, licensing 7 new foster homes during the year.

## VII. General Recommendations

The team recommends the following to community agencies and policy makers through the submission of the fatality reports to the Department of Health and Human Services:

- Enhanced community training on the dangers of smoking during pregnancy and in the presence of children
- Safe Sleeping

The team recommends the following training for community members and the team:

- Opioid crisis and Federal Response
- Human Trafficking
- Operations and effectiveness of Methadone and Suboxone clinics
- Prematurity and perinatal issues
- Child death scene investigations
- Child suicide prevention
- Safe Sleeping

## VIII. Recommendations to Rowan County Board of Commission

- a. Issue a Proclamation declaring the month of April as Child Abuse Prevention and Awareness month.
- b. Accept and approve this annual report presented in order to keep the Board informed of activities to date.
- c. Appoint new members of the CCPT/CFPT for mandated member positions as vacancies occur and include at-large appointments to ensure that members of the community continue to be involved in the important work of protecting our children.
- d. Encourage use of Evidence-Based Practice models for agencies receiving county funding.
- e. Provide ongoing leadership efforts to prevent child abuse and neglect by urging local agency collaboration and support of the Community Protocol for Child Abuse Prevention and of the Multi-Disciplinary Team staffing at the Child Advocacy Center
- f. Support the recommendation from the Rowan County Child Abuse Prevention Task Force, by consensus, that the annual meeting of the task force be held in conjunction with the Community Child Protection and Child Fatality Prevention Team meeting in March of each year. Annually, the Protocol will be reviewed and any changes to the document would be voted upon and signatures of involved agencies would be obtained.

**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, Rowan EDC  
**DATE:** March 25, 2022  
**SUBJECT:** Public Hearing & Summary Presentation - Proposed Red Rock Industrial Park

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The Rowan EDC will give a presentation regarding Red Rock Developments' proposed industrial park. Red Rock plans to acquire approximately 380 acres on Long Ferry Road and will build six speculative industrial buildings totaling 2.6 million square feet. These buildings will then be leased or sold to third party job creating companies. The buildings will be done over three phases and the total estimated investment by Red Rock for this project is \$198 million.

Red Rock will need to extend water and sewer to the proposed site, as well as make significant improvements to Long Ferry Road. The estimated cost of these infrastructure improvements is \$4.2 million.

Red Rock is requesting that Rowan County reimburse them \$4.2 million for the infrastructure improvements once the Phase I buildings have job-creating tenants. Red Rock is also asking the County to consider standard incentives for Phases II and III of the project.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Executive Summary  | 3/28/2022          | Cover Memo  |



March 25, 2022



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

ECONOMIC  
IMPACT  
SUMMARY

SUMMARY OF PROPOSED INDUSTRIAL PARK  
BY RED ROCK DEVELOPMENTS



March 25, 2022

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

*Re: Summary of Proposed Industrial Park by Red Rock Developments*

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed industrial park by Red Rock Developments in Rowan County.

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

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

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

Sincerely,



Scott Shelton  
Vice President

## **Contents**

- 1. Project Description**
- 2. Regulatory Approval Process**
- 3. Requested Assistance**
- 4. County Revenue Projections**
- 5. Closing**
- 6. Attachments**

## **1. Project Description**

### **About The Company**

Founded in 2007, Red Rock Developments (Red Rock) is a privately-held real estate and investment company based in Columbia, South Carolina. Red Rock's primary focus is in the speculative development of warehouse/distribution facilities located in major U.S. markets. According to the company's website ([www.redrockdevelopments.com](http://www.redrockdevelopments.com)), the company has developed over 25 million square feet of Class A industrial product valued at over \$2.7 billion.



### **The Proposed Project**

Red Rock is seeking a site in the Charlotte region along the I-85 corridor for a new industrial park. The company has identified property on Long Ferry Road as a potential location.

The potential location is approximately 380 acres and is comprised of six parcels (Parcels 603-045, 603-112, 603-113, 603-114, 603-116 & 603 118). The parcels are located approximately a half mile from the Chewy facility and near Dukeville Road.

If acquired, Red Rock plans to construct up to six buildings totaling 2.6 million square feet at this location. One of these buildings would be located on the northern side of Long Ferry Road while the remaining five would be located on the southern side. The total capital investment for this project is estimated to be approximately \$198 million. Once completed these buildings would either be leased or sold to companies seeking to locate or expand their businesses in Rowan County. The number of new jobs created and amount of capital investment in personal property will be determined by the end users of these new buildings.

Red Rock plans to develop the park over multiple phases. Below is a brief summary of the scope and timing for each phase:



- **Phase I** - Construction of Buildings A and D. The total combined square footage of these two buildings would be approximately 1.65 million square feet. Estimated completion by the fourth quarter of 2022. Estimated capital investment - \$117 million



- **Phase II** – Construction of Buildings B and C. The total combined square footage of these two buildings would be approximately 660,000 square feet. Estimated completion by the fourth quarter of 2024. Estimated capital investment - \$55 million
- **Phase III** – Construction of Buildings E and F. The total combined square footage of these two buildings would be approximately 330,000 square feet. Estimated completion by the fourth quarter of 2025. Estimated capital investment - \$26 million

A larger site plan of the proposed development is included at the end of this document.

#### Infrastructure Improvements

Providing utilities to the site will require the extension of an approximately 4,000 linear foot water main (16-inch), as well as approximately 4,000 linear feet of force main sewer (4-inch). A pump station will also need to be installed in the southern portion of the new development.

Due to the increased traffic that will be generated by companies locating in these new buildings, improvements to Long Ferry Road will be necessary. A Traffic Impact Analysis (TIA) was completed on the project in February. Based on this TIA, the NC Department of Transportation will require numerous improvements to Long Ferry Road as a condition of their approval of the project. These improvements include, among others:

- Installation of a traffic signal at Long Ferry Road and Front Creek Road
- Installation of a traffic signal at Long Ferry Road and the I-85 northbound ramp
- Installation of a traffic signal at Long Ferry Road and the I-85 southbound ramp
- Addition of numerous turn lanes and the extension of existing ones

Red Rock is responsible for the cost of these infrastructure improvements, which the company estimates to be \$4.2 million.



## **2. Regulatory Approval Process**

The property is currently zoned for residential and agricultural purposes. Red Rock or the current property owners will need to apply for a conditional district rezoning. The company will work with Rowan County staff to navigate the appropriate review and permitting process.

## **3. Requested Assistance**

### **Existing Investment Grant Program**

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all the criteria in the contract, a grant is then paid to the company. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be used to calculate the grant:

| <i><b>Grant Category</b></i> | <i><b>Minimum Taxable Investment Required</b></i> | <i><b>Percentage of Paid Taxes Returned as a Grant</b></i> |
|------------------------------|---|--|
| Level 1 Grant                | \$5 million                                       | 75%  |
| Level 2 Grant                | \$50 million                                      | 80%  |
| Level 3 Grant                | \$100 million                                     | 85%  |

### **Requested Assistance – Phase I**

Based on Red Rock's potential investment of \$117 million for Phase I of this project, the company would typically qualify for a Level 3 Grant under this program, which would provide them a five-year grant equal to 85% of new taxes paid.

If Red Rock were to receive a Level 3 Grant, it would have an estimated value of \$3,269,419.

As mentioned in Section 1, Red Rock anticipates its cost for water, sewer, and road improvements to be \$4.2 million. In lieu of a traditional Level 3 grant, Red Rock is requesting that Rowan County reimburse the company \$4.2 million for these infrastructure improvements.

The reimbursement will be paid upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute 158-7.1.

Based on the County's current tax rate of .6575, the completed project should generate approximately \$769,275 per year of real property tax revenue and \$7,692,750 over a ten-year

period. Utilizing these projections, the County should recoup the \$4.2 million expenditure within five years and finish with \$3,492,750 in net revenue over a ten-year period.

#### Requested Assistance – Future Phases of the Project

**Phase II** - Red Rock plans to invest \$55 million in the construction of two speculative buildings for Phase II of this project. It is requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$55 million investment the policy, under its current terms, provides for a grant equal to 80% of new taxes paid for five years. This would result in the County collecting an estimated \$3,616,250 of revenue while disbursing an incentive grant of \$1,446,500. The County would retain \$2,169,750 in net tax revenue over a ten-year period from Phase II of the project.

**Phase III** - Red Rock plans to invest \$26 million in the construction of two speculative buildings for Phase III of this project. It is requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$26 million investment the policy, under its current terms, provides for a grant equal to 75% of new taxes paid for five years. This would result in the County collecting an estimated \$1,709,500 of revenue while disbursing an incentive grant of \$641,063. The County would retain \$1,068,438 in net tax revenue over a ten-year period from Phase III of the project.

Like the reimbursement request for Phase I's infrastructure expenditures, the future incentive grants for Phases II and III would only be payable upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute 158-7.1.

## **4. County Revenue Projections**

### Phase I

Representatives from Red Rock have stated that, once the property is acquired, Phase I should be completed in the fourth quarter of 2022.

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

- The County tax rate is fixed at the current rate of .6575
- Total taxable investment for Phase I is \$117 million
- Total reimbursement to Red Rock for utility infrastructure improvements is \$4.2 million
- Total taxable investment for Phase II is \$55 million
- Total taxable investment for Phase III is \$26 million

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures. Based on these assumptions, we estimate the following outcomes:

**Phase I**

- Total Real Property Tax Revenue Collected Per Year - \$769,275
- Total Real Property Tax Revenue Collected Over Ten Years - \$7,692,750
- Total Reimbursement to Red Rock - \$4,200,000
- Total Net Real Property Tax Revenue to Rowan County - \$3,492,750

**Phase II**

- Total Real Property Tax Revenue Collected Per Year - \$361,625
- Total Real Property Tax Revenue Collected Over Ten Years - \$3,616,250
- Total Incentive Grant - \$1,446,500
- Total Net Real Property Tax Revenue to Rowan County - \$2,169,750

**Phase III**

- Total Real Property Tax Revenue Collected Per Year - \$170,950
- Total Real Property Tax Revenue Collected Over Ten Years - \$1,709,500
- Total Incentive Grant - \$641,063
- Total Net Real Property Tax Revenue to Rowan County - \$1,068,438

## Phase I - 10-yr property tax revenue projection with Infrastructure Reimbursement Request

|                                 |  | Year 1        | Year 2        | Year 3        | Year 4        | Year 5        |
|---------------------------------|--|---------------|---------------|---------------|---------------|---------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$769,275     |
| <b>Infrastructure Cost</b>      | One-time cost  | \$4,200,000   | \$0           | \$0           | \$0           | \$0           |
|                                 |  |               |               |               |               |               |
| <b>County Net Revenue</b>       | Total County Tax Revenue minus Infrastructure Cost     | (\$3,430,725) | (\$2,661,450) | (\$1,892,175) | (\$1,122,900) | (\$353,625)   |

|                                 |  | Year 6        | Year 7        | Year 8        | Year 9        | Year 10       |               |
|---------------------------------|--|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$7,692,750   |
| <b>Infrastructure Cost</b>      | One-time cost  | \$0           | \$0           | \$0           | \$0           | \$0           | \$4,200,000   |
|                                 |  |               |               |               |               |               |               |
| <b>County Net Revenue</b>       | Total County Tax Revenue minus Infrastructure Cost     | \$415,650     | \$1,184,925   | \$1,954,200   | \$2,723,475   | \$3,492,750   | \$3,492,750   |

### Phase I- 10-yr property tax revenue projection with standard Level 3 Grant

|                                 |  | Year 1        | Year 2        | Year 3        | Year 4        | Year 5        |
|---------------------------------|--|---------------|---------------|---------------|---------------|---------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$769,275     |
| <b>Expansion Grant %</b>        | 85% for 5 years.                                       | 85%           | 85%           | 85%           | 85%           | 85%           |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$653,884     | \$653,884     | \$653,884     | \$653,884     | \$653,884     |
|                                 |  |               |               |               |               |               |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$115,391     | \$115,391     | \$115,391     | \$115,391     | \$115,391     |

|                                 |  | Year 6        | Year 7        | Year 8        | Year 9        | Year 10       |               |
|---------------------------------|--|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 | \$117,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       | 0.6575%       |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$7,692,750   |
| <b>Expansion Grant %</b>        | 85% for 5 years.                                       |               |               |               |               |               |               |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$0           | \$0           | \$0           | \$0           | \$0           | \$3,269,419   |
|                                 |  |               |               |               |               |               |               |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$769,275     | \$4,423,331   |



## Phase II- 10-yr property tax revenue projection with standard Level 2 Grant

|                                 |  | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       |
|---------------------------------|--|--------------|--------------|--------------|--------------|--------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$55,000,000 | \$55,000,000 | \$55,000,000 | \$55,000,000 | \$55,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$361,625    | \$361,625    | \$361,625    | \$361,625    | \$361,625    |
| <b>Expansion Grant %</b>        | 80% for 5 years.                                       | 80%          | 80%          | 80%          | 80%          | 80%          |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$289,300    | \$289,300    | \$289,300    | \$289,300    | \$289,300    |
|                                 |  |              |              |              |              |              |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$72,325     | \$72,325     | \$72,325     | \$72,325     | \$72,325     |

|                                 |  | Year 6       | Year 7       | Year 8       | Year 9       | Year 10      |              |
|---------------------------------|--|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$55,000,000 | \$55,000,000 | \$55,000,000 | \$55,000,000 | \$55,000,000 | \$55,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$361,625    | \$361,625    | \$361,625    | \$361,625    | \$361,625    | \$3,616,250  |
| <b>Expansion Grant %</b>        | 80% for 5 years.                                       |              |              |              |              |              |              |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$0          | \$0          | \$0          | \$0          | \$0          | \$1,446,500  |
|                                 |  |              |              |              |              |              |              |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$361,625    | \$361,625    | \$361,625    | \$361,625    | \$361,625    | \$2,169,750  |

### Phase III- 10-yr property tax revenue projection with standard Level 1 Grant

|                                 |  | Year 1       | Year 2       | Year 3       | Year 4       | Year 5       |
|---------------------------------|--|--------------|--------------|--------------|--------------|--------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$26,000,000 | \$26,000,000 | \$26,000,000 | \$26,000,000 | \$26,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$170,950    | \$170,950    | \$170,950    | \$170,950    | \$170,950    |
| <b>Expansion Grant %</b>        | 75% for 5 years.                                       | 75%          | 75%          | 75%          | 75%          | 75%          |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$128,213    | \$128,213    | \$128,213    | \$128,213    | \$128,213    |
|                                 |  |              |              |              |              |              |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$42,738     | \$42,738     | \$42,738     | \$42,738     | \$42,738     |

|                                 |  | Year 6       | Year 7       | Year 8       | Year 9       | Year 10      |              |
|---------------------------------|--|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Total Capital Investment</b> | Total planned amount of Expansion project              | \$26,000,000 | \$26,000,000 | \$26,000,000 | \$26,000,000 | \$26,000,000 | \$26,000,000 |
| <b>County Tax Rate</b>          | 0.6575%  | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      | 0.6575%      |
| <b>County Tax Revenue</b>       | Local Taxable Capital Investment times County Tax Rate | \$170,950    | \$170,950    | \$170,950    | \$170,950    | \$170,950    | \$1,709,500  |
| <b>Expansion Grant %</b>        | 75% for 5 years.                                       |              |              |              |              |              |              |
| <b>Expansion Grant %</b>        | County Tax Revenue times Expansion Grant               | \$0          | \$0          | \$0          | \$0          | \$0          | \$641,063    |
|                                 |  |              |              |              |              |              |              |
| <b>County Net Revenue</b>       | County Tax Revenue minus Expansion Grant               | \$170,950    | \$170,950    | \$170,950    | \$170,950    | \$170,950    | \$1,068,438  |

## **5. Closing**

Rowan County is in need of new industrial buildings to enable our community to remain competitive in attracting new company locations and existing company expansions. Red Rock's proposed project will add multiple Class A buildings to our inventory as well as increase the County's tax base.

Once these buildings are occupied, the community will benefit from new job creation and additional increases to the County's tax base through business personal property investments.

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

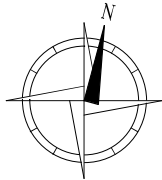
## **6. Attachments**

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| LOT   | ACRES     | BUILDING SF  | AUTOS | TRAILERS |
|-------|-----------|--------------|-------|----------|
| A     | +/- 44.7  | 572,113 SF   | 214   | 140      |
| B     | +/- 22.4  | 267,840 SF   | 128   | 63       |
| C     | +/- 74.9  | 396,032 SF   | 174   | 132      |
| D     | +/- 179.4 | 1,081,534 SF | 425   | 298      |
| E     | +/- 21.9  | 168,480 SF   | 104   | 45       |
| F     | +/- 35.9  | 168,480 SF   | 104   | 45       |
| TOTAL | +/- 379   | 2,654,479 SF | 1,149 | 723      |

| LEGEND |                    |
|--------|--------------------|
|        | BUILDING FOOTPRINT |
|        | DETENTION POND     |
|        | FUTURE             |
|        | POWER ROW          |
|        | CREEK              |



MCA

ARCHITECTURE

RED ROCK

DEVELOPMENTS

CHARLOTTE INDUSTRIAL PARK

| No. | Description       | Date      |
|-----|-------------------|-----------|
| A   | ISSUED FOR REVIEW | 13 OCT 21 |
| B   | ISSUED FOR REVIEW | 25 OCT 21 |
|     |                   |           |
|     |                   |           |

OVERALL SITE PLAN

Project number: A21025.0

AS-101

Drawn by: TJW

Checked by: KMC

Scale: As indicated

**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, Rowan EDC  
**DATE:** March 25, 2022  
**SUBJECT:** Public Hearing & Summary Presentation - General RV Project

---

The Rowan EDC will give a presentation regarding an offer to purchase County-owned property for General RV.

General RV would like to purchase the property, located on East Ritchie Road, and construct a large scale RV dealership. The company would create 150 jobs, paying an average salary of \$65,000 as part of the project. The company would also invest \$25 million in real property improvements.

The company has submitted an offer of \$2.9 million for the property which has an appraised value of \$1.95 million.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Executive Summary  | 3/25/2022          | Cover Memo  |
| Offer to Purchase  | 3/25/2022          | Cover Memo  |



March 23, 2022



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

ECONOMIC  
IMPACT  
SUMMARY

SUMMARY OF PROPOSED LOCATION OF  
GENERAL RV IN ROWAN COUNTY



March 23, 2022

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

*Re: Summary of Proposed Location of General RV in Rowan County*

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed location of General RV in Rowan County.

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

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

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

Sincerely,



Scott Shelton  
Vice President

## **Contents**

- 1. Project Description**
- 2. Regulatory Approval Process**
- 3. Requested Assistance**
- 4. County Revenue Projections**
- 5. Additional Project Impact**
- 6. Closing**
- 7. Property Description**

## **1. Project Description**

### **About The Company**

Originally established in 1966 as General Trailer & Boat Manufacturing and Distribution, Michigan-based General RV is considered one of the nation's premier recreational vehicle dealers. The company currently operates fourteen dealerships over seven states.



### **The Proposed Project**

General RV is seeking a site along the I-85 corridor for a new facility in the southeastern United States. The company has identified property owned by the County as a site of interest.

The 40.24-acre site, identified as Parcel 401 108, is located at the end of East Ritchie Road behind Koontz Elementary School.

The company is offering \$2,900,000 for the property. An appraisal was recently completed on the property by the Lancaster Company in Concord who estimated its market value to be \$1,950,000.



If acquired, General RV plans to open a large recreational vehicle dealership and service center on the property. The company would create 150 full-time jobs over the next three years as part of this project. These new jobs would include positions in a variety of fields such as mechanics, sales, finance, and administration. According to the company, the average annual salary for these 150 positions is expected to be \$65,000.

General RV would also invest approximately \$25 million into the project through the construction of a new facility and the installation of equipment. The company estimates that the facility would be completed within 30 months of acquiring the property.

## **2. Regulatory Approval Process**

Zoned appropriately for the proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with Rowan County staff to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

### **3. Requested Assistance**

General RV is not seeking any incentives from the County for this project. They only ask that the County sell the property to them for their offered price of \$2,900,000.

Normally, requests to purchase County-owned property are subject to the upset bid process. Based on the potential impact of this project, the Rowan EDC requests that the Board of Commissioners consider conveyance of this property for economic development purposes utilizing North Carolina General Statute 158-7.1(d) which eliminates the upset bid process requirement and allows for private negotiation.

### **4. County Revenue Projections**

#### **Property Tax**

Representatives from General RV estimate that, once the property is acquired, the facility should be completed in approximately 30 months.

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

- The County tax rate is fixed at the current rate of .6575
- Total taxable investment is \$25 million
- \$23.5 million of the total investment will be in real property improvements
- \$1.5 million of the total investment will be in equipment
- Depreciation for business personal property was estimated using the State of North Carolina's 2022 Depreciation Schedule J
- Ten-year lifespans were assumed for all business personal property depreciation
- Although additional investment in the project through the replacement of outdated equipment is expected over the next ten years, those numbers are not available and could not be used in this model.

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

Incorporating the above framework, it is projected that the County will collect \$1,605,779 in total property tax revenue over a ten-year period.

#### **Sales Tax**

By its third year in operation, General RV projects that the new facility will generate \$10 million in annual sales in areas such as parts, labor, service, and warranties which will lead to increased sales tax revenue for Rowan County.

**General RV (10-yr property tax revenue projection)**

|   | Year 1           | Year 2           | Year 3           | Year 4           | Year 5           |
|---|------------------|------------------|------------------|------------------|------------------|
| Real Property Investment                              | \$23,500,000     | \$23,500,000     | \$23,500,000     | \$23,500,000     | \$23,500,000     |
| <i>Current Real Property Tax Rate</i>                 | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          |
| Real Property Tax Revenue                             | \$154,513        | \$154,513        | \$154,513        | \$154,513        | \$154,513        |
|   |                  |                  |                  |                  |                  |
| Personal Property - Machinery & Equipment             | \$1,500,000      | \$1,350,000      | \$1,410,000      | \$1,245,000      | \$1,095,000      |
| <i>Current Personal Property Tax Rate</i>             | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          |
| Personal Property Tax Revenue*                        | \$9,863          | \$8,876          | \$9,271          | \$8,186          | \$7,200          |
|   |                  |                  |                  |                  |                  |
| <b>Total Net County Revenue (Real &amp; Personal)</b> | <b>\$164,375</b> | <b>\$163,389</b> | <b>\$163,783</b> | <b>\$162,698</b> | <b>\$161,712</b> |

|   | Year 6           | Year 7           | Year 8           | Year 9           | Year 10          | 10 Year Sum.       |
|---|------------------|------------------|------------------|------------------|------------------|--------------------|
| Real Property Investment                              | \$23,500,000     | \$23,500,000     | \$23,500,000     | \$23,500,000     | \$23,500,000     |                    |
| <i>Current Real Property Tax Rate</i>                 | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          |                    |
| Real Property Tax Revenue                             | \$154,513        | \$154,513        | \$154,513        | \$154,513        | \$154,513        | \$1,545,125        |
|   |                  |                  |                  |                  |                  |                    |
| Personal Property - Machinery & Equipment             | \$930,000        | \$750,000        | \$570,000        | \$375,000        | \$0              |                    |
| <i>Current Personal Property Tax Rate</i>             | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          | 0.6575%          |                    |
| Personal Property Tax Revenue*                        | \$6,115          | \$4,931          | \$3,748          | \$2,466          | \$0              | \$60,654           |
|   |                  |                  |                  |                  |                  |                    |
| <b>Total Net County Revenue (Real &amp; Personal)</b> | <b>\$160,627</b> | <b>\$159,444</b> | <b>\$158,260</b> | <b>\$156,978</b> | <b>\$154,513</b> | <b>\$1,605,779</b> |



## **5. Additional Project Impact**

The proposed project will directly create new jobs and expand the local tax base, and the preceding sections have attempted to evaluate these direct investments. However, the impact of the proposed investment will resonate beyond the site boundaries and company employees. When the unemployed find opportunity, or citizens advance in their career, that personal economic growth is felt throughout the community. Additionally, the company, with increased operations, procures additional services and increases its engagement in the local economy.

Utilizing Jobs EQ software and incorporating information provided by the company, we have estimated the project's additional impact on our community. Jobs EQ is an economic impact assessment software system developed by Chmura ([www.chmura.com](http://www.chmura.com)).

This analysis was conducted to report economic impact results within Rowan County only. As should be expected with estimates of any type, applied outcomes will certainly vary from the model's projections.

### **RESULTS – 150 FULL-TIME JOBS**

- Jobs EQ projects that the 150 full-time jobs created by General RV will lead to the creation of an additional 66 indirect\* and induced jobs\*\* in Rowan County.
- These 66 indirect and induced jobs will generate \$4,029,689 in annual employee wages and benefits.
- The additional impacts of the General RV dealership will also include the generation of \$10,942,351 in annual gross revenue for the companies creating these 66 indirect and induced jobs.

General RV estimates that 10,000 of their customers will spend an average of 6 hours in Rowan County while visiting their facility. The Rowan County Tourism Development Authority estimates that these 10,000 visitors will result in approximately \$740,000 of visitor spending in our community.

*\*Indirect jobs are ones created by companies supplying goods and services to a new or newly expanded industry.*

*\*\*Induced jobs are ones created when new employees from the new industry spend their wages at local establishments; for example, a new manufacturing plant may increase business at a nearby restaurant, leading to increased sales at the restaurant causing it to hire more employees.*

## **6. Closing**

This project appears to have a lengthy list of benefits and no apparent liabilities. If Rowan County were chosen, General RV would create a total of 150 new full-time jobs, as well as add \$25 million to the County's tax base. The project would also generate approximately \$1.6 million of new property tax revenue for the County over a ten-year period. Rowan County would also benefit from increased sales tax revenue and visitor spending as a result of the project.

In addition to the creation of 150 new jobs by the company, General RV's new dealership would lead to the creation of 66 indirect and induced jobs in Rowan County according to a Jobs EQ software projection.

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

**7. Property Description**



**ROWAN COUNTY**  
Geographic Information System  
*Be an original.*





## AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Utah Development, LLC,

a(n) Michigan limited liability company ("Buyer"), and  
(individual or State of formation and type of entity)

Rowan County,

a(n) a North Carolina municipal corporation ("Seller").  
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 0 East Ritchie Road, Salisbury NC

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
at Page(s) \_\_\_\_\_, \_\_\_\_\_ County, consisting of \_\_\_\_\_ acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 5658-02-56-0396;  
and, (ii) some or all of the Property, consisting of approximately 40.24 acres, is described in Deed Book  
\_\_\_\_\_, Page No. \_\_\_\_\_, Rowan County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 2,900,000.00

(b) **"Purchase Price"** shall mean the sum of Two Million, Nine Hundred Thousand

Dollars,  
or, if this box is checked ☐, Purchase Price shall mean the sum of \$ \_\_\_\_\_ per gross  
acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the  
Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the  
expiration of the Examination Period. The purchase price shall be determined by multiplying the Price  
Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due  
under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the  
Purchase Price in accordance with this provision. The Purchase Price shall be payable on the  
following terms:

\$ 100,000.00

(i) **"Earnest Money"** shall mean One Hundred Thousand Dollars  
or terms as follows: See Exhibit B

The Earnest Money shall be deposited in escrow with



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T  
Adopted 7/2020  
© 7/2021

Buyer Initials CD Seller Initials \_\_\_\_\_

Investors Title Insurance Company (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☒ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: 81-4408065 )

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_ (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 2,800,000.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of Two Million, Eight Hundred Thousand Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before \_\_\_\_\_ or See Exhibit B

Buyer Initials C D Seller Initials \_\_\_\_\_

Page 2 of 9

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Adopted 7/2020  
© 7/2021



- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

See Exhibit B

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

- (f) **"Broker(s)"** shall mean:

\_\_\_\_\_ N/A \_\_\_\_\_ ("Listing Agency"),  
\_\_\_\_\_ ("Listing Agent" - License # \_\_\_\_\_)  
Acting as: ☐ Seller's Agent; ☐ Dual Agent  
and **NAI Tri Properties, LLC** ("Selling Agency"),  
**Rob Griffin** ("Selling Agent" - License # **272219**)  
Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

**130 W Innes Street**  
**Salisbury NC 28144**

e-mail address: **aaron.church@rowancountync.gov**

fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

**25000 Assembly Park Drive**  
**Wixom MI 48393**

e-mail address: **jbalice@generalrv.com**

fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

**Any other costs incurred by Seller**

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

**Any other costs incurred by Buyer including Buyer broker commission which shall be paid by Buyer under cover of a separate agreement with Buyer broker**

Each party shall pay its own attorney's fees.

Buyer Initials **C D** Seller Initials \_\_\_\_\_

Page 3 of 9

**STANDARD FORM 580L-T**  
**Adopted 7/2020**  
**© 7/2021**

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☒ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☒ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502-Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

Buyer Initials CD Seller Initials \_\_\_\_\_

Page 5 of 9

**STANDARD FORM 580L-T**

**Adopted 7/2020**

**© 7/2021**

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental/Physical Aspects of Property:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail,

registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

None

**Note:** For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management



company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:****Individual**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Business Entity**Utah Development, LLC

(Name of Entity)

By: CDName: Chris DavisTitle: VP of FinanceDate: 3/18/2022**SELLER:****Individual**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Business Entity**Rowan County

(Name of Entity)

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

**To Buyers:** Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

**To Sellers:** If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

**Investors Title Insurance Company**

(Name of Escrow Agent)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Escrow Agent's contact/notice information is as follows:

**121 North Columbia Street****Chapel Hill NC 27514**e-mail address: **commercialeescrow@invtitle.com**

fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

# EXHIBIT A

## The "Property"



## Rowan County GIS

PARCEL ID: 401 108  
PIN: 5858-02-56-0396

Owner Name:  
ROWAN COUNTY

Mailing Address:  
130 W INNES ST

SALISBURY NC28144-4375  
Property Address:  
0 E RITCHIE RD

Tax District Code:112  
Tax District:S SALISBURY  
Land FMV: \$1,036,582  
Land LUV: \$0  
IMP FMV: \$0  
Total Value:1036582

Deed Ref: 764/964/1996  
Date Sold: 1/15/1996  
Sale Amt: \$40,000  
Legal Description:  
40.24AC

## EXHIBIT B

Utah Development, LLC ("Buyer") and Rowan County ("Seller")

1. Buyer and Seller acknowledge and agree that ten thousand and 00/100 dollars of the Earnest Money Deposit set forth in Section 1(b)(i) of the Agreement shall be considered non-refundable but applicable to the purchase price upon full execution of this Agreement by Buyer and Seller.
2. The Examination Period shall be for a period of one hundred twenty (120) days, commencing on the first calendar day following the Contract Date of the Agreement.
3. If the Buyer determines, prior to the expiration of the Examination Period (as it may be extended) that, in its sole discretion, the Property is not feasible for Buyer's intended use, then the Buyer will have the right to terminate this Agreement and receive a full refund of the Escrow Funds excepting that certain non-refundable portion as set forth in Section 1 of this Exhibit B. If Buyer exercises its right to terminate during the Examination Period, the Earnest Money Deposit will be returned to Buyer. "Escrow Funds" shall mean any and all earnest money deposits made or held in escrow in relation with this transaction.
4. Provided Buyer has not terminated this Agreement prior to the expiration of the Examination Period, the Buyer shall have an Approvals Period of one hundred fifty (150) days, which shall commence on the first calendar day following the expiration of the Examination Period. Concurrent with the commencement of the Approvals Period, Buyer and Seller acknowledge and agree that an additional thirty thousand and 00/100 dollars (\$30,000.00) of the Earnest Money Deposit shall convert to non-refundable to Buyer for a total of forty thousand and 00/100 dollars (\$40,000.00) non-refundable to Buyer but shall remain applicable to the Purchase Price. Buyer and Seller understand and agree that Buyer shall pursue all approvals necessary for the buyer's desired use of the Property including but not limited to: rezoning, site plan approvals, and special use and/or conditional use permit(s), for the Property during the Approvals Period. If the approvals are denied or have not been granted to Buyer's sole satisfaction as of the Approvals Period expiration, the Buyer shall have the right to terminate the Contract and receive a refund of the Earnest Money Deposit excepting that certain non-refundable portion as set forth herein. If the transaction closes, the Earnest Money Deposit, including the nonrefundable portion set forth herein, shall apply to the Purchase Price.
5. Seller agrees to complete an owner disclosure form in order for Buyer to complete a Phase I ESA as part of its due diligence. To Seller's actual knowledge, there is no violation of any current laws or ongoing remediation of the property. Buyer shall assume no liability for any hazardous conditions resulting from the prior use(s) of the Property. Seller further agrees to cooperate with any required seller authorizations including, but not limited to, third party vendor access, wetlands concurrence and applications to governing jurisdictions for necessary approvals and permits.
6. Closing shall be thirty (30) days following the earlier of the expiration of the Approvals Period or the receipt of the Approvals to Buyer's satisfaction.

**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 on behalf of Shane Stewart  
**DATE:** March 25, 2022  
**SUBJECT:** Public Hearing for Z 02-22: Chris Roseman

---

Property owners Chris and Drew Roseman are requesting the rezoning of their 4.52 acre parcel identified as Parcel ID 619-130 located at the 5200 Block of Bringle Ferry Road Salisbury from Rural Agricultural (RA) to Neighborhood Business with a Conditional District (NB-CD) to operate a general contractor's business.

Other than the applicant, no one spoke at the Planning Board Meeting.

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 02-22

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 3/25/2022          | Exhibit     |
| Site Plan          | 3/25/2022          | Exhibit     |
| GIS Map            | 3/25/2022          | Exhibit     |
| Application        | 3/25/2022          | Exhibit     |





## REZONING PETITION: Z 02-22

**Request:** Rezone 4.52 AC from RA to NB-CD for a general contractor's business

**Parcel ID:** 619-130

**Location:** 5200 Block Bringle Ferry Rd. Salisbury

**Lot size:** 4.52 AC

**Owner / Applicant:** Chris and Drew Roseman

**Watershed:** N/A

**Floodplain:** N/A

**Existing Improvements:**  
None.

### BACKGROUND

Two months after purchasing approximately 21 acres of land at 5145 Bringle Ferry Road at the beginning of last year, property owner Chris Roseman discussed his plans for subdividing and the developing the property. Chris along with his brother Chase proposed to create a one (1) acre lot for the existing house at 5145 Bringle Ferry Road, create one (1) lot for each brother to build their personal residences, and one (1) lot for their family business – a General Contractor of single family homes. Staff shared the standards for Rural Home Occupations (RHO) to incorporate into the lot layouts in anticipation of plan submittals once residences where constructed.

In early December of last year, the Roseman's indicated the construction of their homes would be delayed due to lumber prices and inquired about other options that would permit the construction of a non-residential building. Staff indicated rezoning to Neighborhood Business was the only other option.

### REQUEST

Property owners Chris and Drew Roseman are requesting the rezoning of their 4.52 acre parcel identified as Parcel ID 619-130 located at the 5200 Block of Bringle Ferry Road Salisbury from Rural Agricultural (RA) to

Neighborhood Business with a Conditional District (NB-CD) to operate a general contractor's business.

### PLAN DETAILS

Proposed plans include:

- A 7,200 sf enclosed building with two (2) lean-to sections, which total another 4,800 sf, that will be used for storage (12,000 sf total).
- Structure would be 500 feet off the road (note this could change unless a specific condition of approval were established).
- Small gravel area in front to accommodate parking needs.
- No outdoor storage proposed.

- While the lot has frontage along with an identified thirty (30) foot easement to Drew Roseman's lot (Parcel ID 619-131), access is proposed via a newly constructed driveway from Bringle Ferry Road on the adjacent Parcel ID 619-129 (Chris Roseman's lot), which will serve the two (2) future residences and the business. In anticipation of the three (3) future addressable structures, county Planning and IT staff accepted the proposed road name of "Duckhorn Drive" for the new driveway.
- Proposed swimming pool behind the building.

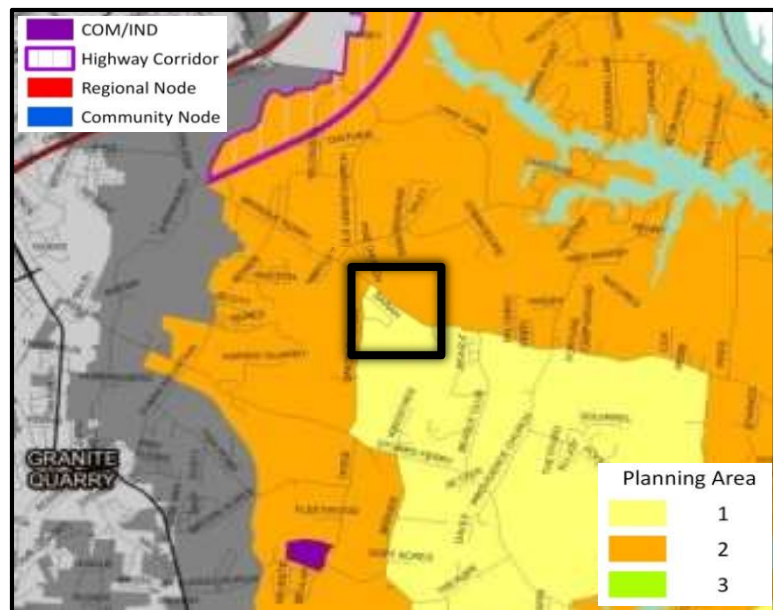
**CONFORMITY  
WITH ADOPTED  
PLANS / POLICIES**

East Area LUP

- Located in Area 1.
- Property located at transition from Area 2 (properties adjacent to municipalities and High Rock Lake).

- Rural businesses located along recognized thoroughfares are generally encouraged for NB designation.

- The plan recognizes the NB district may be enhanced by increasing allowed uses, a maximum building size, appearance standards, and setbacks. Note: the district standards have been revised to include additional permitted uses and increased building size.



**CONSISTENCY WITH  
THE DISTRICTS  
PURPOSE / INTENT**

**Neighborhood Business (NB)** – This district is primarily designed to provide rural business opportunities typically in the form of small retail, service, office, and light manufacturing uses to serve the community's existing and future needs for goods, services, and employment opportunities. Standards within the district are intended to promote context sensitive development appropriately scaled and organized in a manner that would not be detrimental to the surrounding area. Development within this district would contain impacts inherently more intensive than those associated with uses permitted with special requirements in the RA district but significantly less than those in CBI zoned areas. The NB district is generally appropriate in areas identified by an adopted land use plan for rural businesses located on identified minor and major thoroughfares and within community nodes. However, additional consideration may be necessary as some thoroughfare segments would not be conducive to NB designation due to surrounding land use and / or potential negative impacts such as traffic, noise, and visual impacts.

Generally, the NB district shall be two (2) acres or larger. However, a lot of record, smaller than two (2) acres may be considered for rezoning to NB if the owner of the lot does not own adjacent property which may be included in the rezoning request.

**Conditional Districts (CD)** – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

#### **NB SPECIAL REQUIREMENTS**

Section 21-65 identify the following criteria apply to uses permitted with special requirements in the NB district (staff comments in bold):

1. *Site Plan – Show all existing / proposed buildings and criteria herein.* **Provided.**
2. *Lighting – Shielded to prevent light and glare spillover to adjacent residentially developed properties.* **Proposed security light in front of building.**
3. *Minimum zone lot size – Minimum zone lot size shall be two (2) acres.* **4.52 Acres.**
4. *Building size – Maximum building size not exceed 10% of the lot area up 10,000 sf and 5% of the lot acreage thereafter up to 25,000 sf.* **14,464 sf permitted (using ac outside r/w).**
5. *Impervious surface – Maximum impervious surface not to exceed 65%.* **Proposing 19,798 sf or 11% impervious coverage.**
6. *Hours of operation – Not exceed 6:00 a.m. to 11:00 p.m.* **General operating hours will be M-F 9AM to 5PM.**
7. *Parking – As prescribed in Article VII.* **Five (5) spaces provided while only two (2) required (vehicles for operation are proposed to be parked within building).**
8. *Signage – As prescribed in Article VIII.* **No standards for signage.**
9. *Noise – Not exceed the decibel levels during time periods prescribed in section 21-241.* **Should not present any issues.**
10. *Outdoor storage – All outside storage areas including dumpsters shall be sites to the rear of the building, not within the required setbacks, and completely screened from residentially zoned properties.* **Per applicant, no outdoor storage proposed. Equipment proposed within the structure.**
11. *Smoke, odors and dust – Use will not create any smoke, odors, or dust at a level discernible at lot lines.* **Should not apply.**

12. *Required licenses and permits – Provide a copy of all required licenses / permits prior to issuance of a zoning permit. All have / will be obtained.*
13. *Handling waste and other by-products – Any proposed dumpster must meet item #10.*
14. *Screening and buffering – As required by section 21-216. None required since building is more than 200 feet to the nearest adjacent residential principal or accessory use.*
15. *Outdoor display – Limited to 5,000 sf. N/A.*

The site plan complies with all of the Rural Home Occupation (RHO) standards in the RA district except the residency requirement and side setbacks, which is an internal property line within the Roseman family property.

#### COMPATIBILITY OF USES

Evidenced by the above description and below table of uses, the RA district is comprised of agricultural uses, residential subdivisions, RHOs, and other uses often considered through a special use permit review.

| MAJOR GROUP                                 | INDUSTRY GROUP         | RA                     | NB-CD              |
|---|------------------------|------------------------|--------------------|
| Residential                                 |                        | Permitted              | Not Permitted      |
| Construction                                |                        | Permitted with SR      | General Contractor |
| Mining                                      |                        | Not Permitted          | Not Permitted      |
| Manufacturing                               |                        | Some Permitted with SR | Not Permitted      |
|   | "Heavy Impact Uses"    | Not Permitted          | Not Permitted      |
| Transp., Com., Elec. / Gas, & Sanitary Svc. |                        | Some Permitted with SR | Not Permitted      |
| Wholesale Trade                             |                        | Permitted with SR      | Not Permitted      |
| Retail Trade                                |                        | Most Permitted with SR | Not Permitted      |
| Finance, Ins., & Real Est.                  |                        | Most Permitted with SR | Not Permitted      |
| Services                                    |                        | Some Permitted with SR | Not Permitted      |
|   | Misc. Amusement & Rec. | Not Permitted          | Not Permitted      |
| Public Admin.                               |                        | Not Permitted          | Not Permitted      |

Generalized Groupings:  
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of

#### CONDITIONS IN THE VICINITY

#### See Enclosed Map –

##### North

- Large tracts between Bringle Ferry and Goodman Lake Roads.
- Single family dwelling at 5280 Bringle Ferry Road directly across the street.

##### South

- Wooded properties.

##### East

- Three (3) residences along Bringle Ferry Road (5225, 5355, 5415).
- Church Creek and associated floodplain.
- Duke Energy transmission line.

## West

- Residential uses along Bringle Ferry Road.
- Union Terrace subdivision established in 1963 containing 71 lots with only 16 dwellings. Staff have been informed by a couple property owners in the neighborhood that most of these lots do not perc for on-site septic systems.

### **POTENTIAL IMPACT ON ROADS**

#### **Bringle Ferry Road (SR 1002) –**

- Classified as a major thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) count collected in 2019 near Union Church Rd. estimate 4,400 vehicle trips along this road segment.
- Comprehensive Transportation Plan (CTP) estimates road capacity at 14,600 AADT, which represents a figure primarily based on pavement width (estimated 28 foot) and speed limit (45 mph) rather than a single measure of assessing the road's operational capacity.
- Staff estimate this use should generate a low number of trips.
- On January 25, 2022, NCDOT approved a residential driveway permit #D091-080-22-00017 for the proposed houses and commercial structure. A separate commercial permit was not required due the assumed minimal impact.

### **POTENTIAL IMPACT ON SCHOOLS**

N/A.

### **POTENTIAL IMPACT ON UTILITIES**

The Roseman's hired private soil scientist Steve Cannon to design a septic system that will extend on Parcel ID 619-129 (no layout provided). All required septic easements will be identified and recorded as necessary prior to permitting.

This property is located within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ). According to DEQ staff, developments that meet the low density requirement (under 24% impervious coverage) would not require stormwater control measures.

### **DECISION MAKING**

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

### **PROCEDURES**

The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

**FEBRUARY 28<sup>TH</sup>, 2022**  
**PLANNING BOARD**  
**MEETING**

Other than the owner / applicant, no one spoke at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval with no conditions. Board member Mike Julian did question whether a condition to pave a portion of driveway entrance was needed. [Staff comment: condition #9 of the permit indicates permanent driveways shall be paved a minimum of 50 feet but is typically enforced by DOT only in instances where safety issues arise due to mud / gravel extending onto the roadway. Note, the driveway is located on an adjacent lot not part of the rezoning request.]

**Planning Board Statement of Reasonableness / Consistency**

Z 02-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Appears it will have low impact on the surrounding community;
- Consistent with the NB and RHO standards;
- Bringle Ferry Road is considered a major thoroughfare, which is where NB is intended; and
- Seems to align with the spirit and intent of the ordinance.

**PUBLIC NOTICE**

**March 22<sup>nd</sup>** – Letters mailed to four (4) adjacent property owners (within 100 feet of subject property).

**March 22<sup>nd</sup>** – Signs posted on property.

**March 24<sup>th</sup> & 31<sup>st</sup>** – Notice published in the *Salisbury Post*.

**STAFF COMMENTS**

General contractor businesses typically do not generate much site activity less morning and evening movements. Visual impacts with outdoor storage are one of the primary concerns with some contractor businesses but none are proposed with this application. Additionally, the NB district requires any outdoor storage – other than equipment parking – be located behind the building and screened. Staff is of the understanding all equipment will be either within the building or under the lean-to, which could be discussed with potential conditions for assurance. The site plan meets the RHO standards (less residency) designed to address compatibility in most RA zoned areas.





NORTH CAROLINA, ROWAN COUNTY

I, BRIAN L. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION, FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED AS SHOWN HEREON; THAT THE RATE OF PRECISION AS CALCULATED IS 1:116,000; THAT THE PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 22ND DAY OF APRIL, 2021.

LAND SURVEYOR: L-4174 NC

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS A ZONING ORDINANCE THAT REGULATES PARCELS OF LAND.

I, BRIAN L. JONES, CERTIFY THAT THIS GPS PORTION OF THE SURVEY WAS DRAWN UNDER THE SUPERVISION OF THE FOLLOWING INFORMATION:

CLASS OF SURVEY: CLASS A  
POSITIONAL ACCURACY:  $\leq 0.10$  FEET  
TYPE OF GPS FIELD PROCEDURE: RTK NETWORK  
DATE OF SURVEY: MARCH-APRIL, 2021  
DATUM/EPOCH: NAD83(2011), NAVD83  
PUBLISHED/FIXED-CONTROL, USED: RTK NETWORK  
GEOID MODEL: GEOID NGS2018  
COMBINED GRID FACTOR(S): 0.99987135  
UNITS: US SURVEY FEET

LAND SURVEYOR: L-4174 NC

TANNER D. BROWN  
SEPTIC EASEMENT  
DB 1308 PG 50

30' STREET AS SHOWN ON MAP  
OF E.E. BARRINGER PROPERTY,  
BOOK OF MAPS 9995 PG 754

REVISED ON JANUARY 18, 2022 TO SHOW  
GRAVEL DRIVE AND PROPOSED BUILDING.

WILLIAM P. LOCKLEAR  
DB 739 PG 372

UNION TERRACE  
MAP BOOK 9995 PG 952

WILLIAM P. LOCKLEAR  
DB 740 PG 522

BLAKE A. JORDAN  
DB 1325 PG 139

PATRICK S. DAVIS  
DB 1297 PG 237

JOHN W. KANIPE  
DB 1297 PG 297

JOSEPH M. MCDANIEL  
DB 600 PG 112

ZARAH C. PLYER  
DB 322 PG 77

## SITE PLAN

CHRISTOPHER M. ROSEMAN  
DB 1369 PG 89  
MB 9995 PG 9769  
LOT 2  
ZONED RA  
RESIDENTIAL

TAMARA C. TREXLER  
DB 409 PG 429

TANNER D. BROWN  
DB 1236 PG 975

UNKNOWN

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DB 739 PG 372

UNION TERRACE  
MAP BOOK 9995 PG 952

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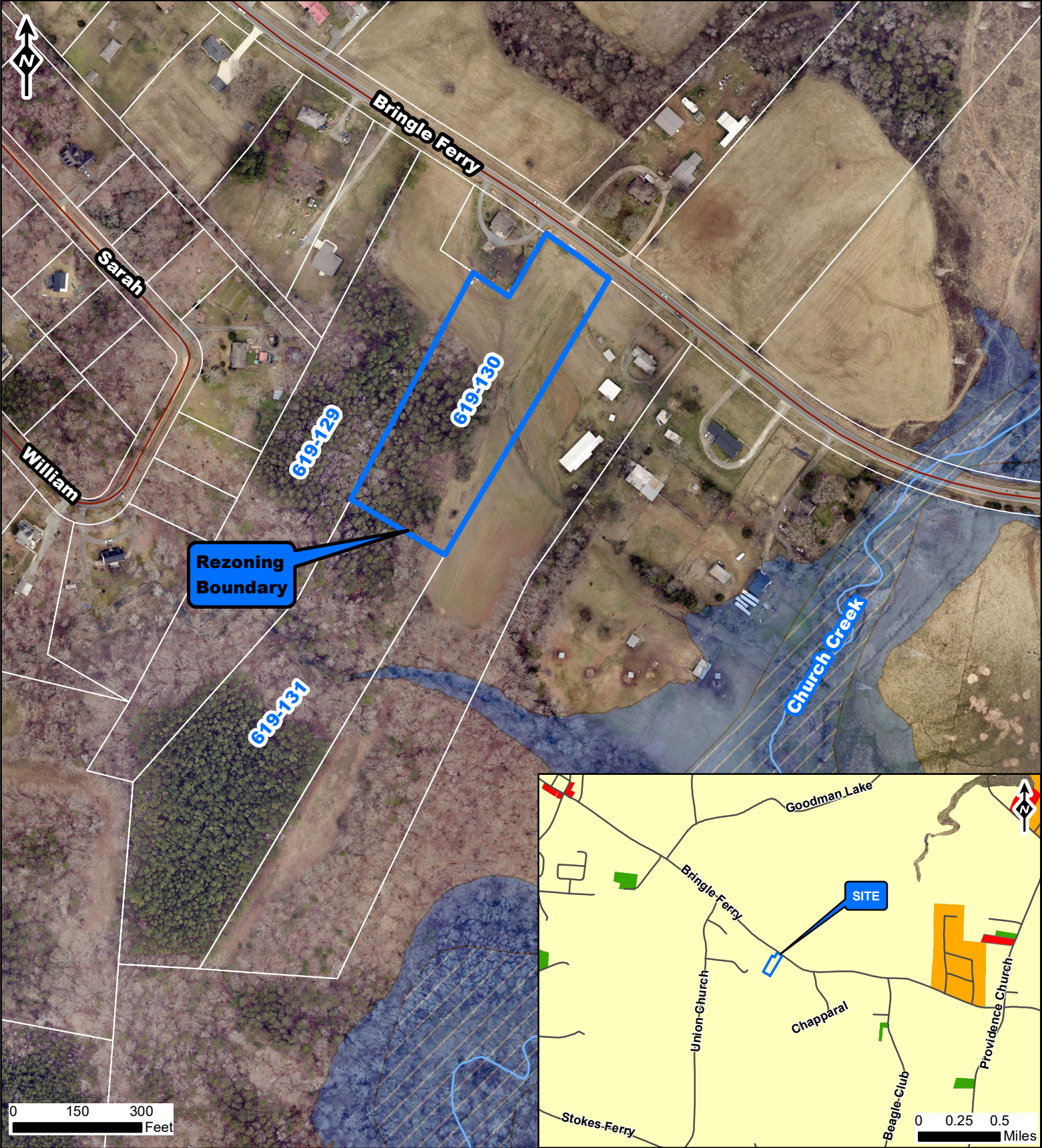
# Z 02-22: Chris Roseman

**Zoning**

|    |     |
|----|-----|
| RS | MHP |
| RA | CBI |

|          |                                 |            |
|----------|---------------------------------|------------|
| Rezoning | Streams                         | Floodplain |
| Parcels  | Feb. / Mar. 2021 Aerial Imagery |            |
| Roads    |                                 |            |

Prepared by RC Planning Department: February 17, 2022







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 02-22  
Date Filed 2/7/22  
Received By SKS  
Amount Paid \$ 300.00 *pd credit cent*  
Office Use Only

Z-017364-2022

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Chris Roseman  
Signature: [Signature]  
Phone: (704) 640-6939 Email: rosemanconstruction@gmail.com  
Address: 1302 Devenmore Place Salisbury, NC 28144

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

Name: Same As  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

### PROPERTY DETAILS:

Tax Parcel(s): 619 130 Size (sq.ft. or acres): 4.52 acres  
Property Location: 5200 Black Bringle Ferry Rd  
Current Land Use: Vacant  
Date Acquired: 1/1/21 Deed Reference: Book 1366 Page 89

### REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District NB-CD

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

General Contractors for Residential Construction

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

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

## AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

**SEAL**

### OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: \_\_\_\_\_ 2. Planning Board  
Courtesy Hearing: 2 / 28 / 22 3. Notifications Mailed: 2 / 16 / 22 4. Property Posted:  
2 / 16 / 22 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners  
Public Hearing: 4 / 4 / 22 7. Notifications Mailed: 3 / 22 / 22 8. Property Posted:  
3 / 22 / 22 9. Dates Advertised: 1<sup>st</sup> 3 / 24 / 22 2<sup>nd</sup> 3 / 31 / 22 10. BOC Action: Approved  
\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** March 23, 2022  
**SUBJECT:** Appeal of Address Assignment: William Christie Property

---

**APPEAL REQUEST**

As provided in Section 19.5-31 in Rowan County's recently amended Road Naming and Addressing Ordinance, Mr. and Mrs. William Christie are requesting the Commission consider their appeal of a decision by the Address Program Administrator.

According to address records, the Christie's address was changed in 2016 when a road naming petition was submitted for a private drive off Warren Drive (also private). The Christie's apparently signed the petition supporting the naming of this new private road to "Bronco Run" and were subsequently assigned an address of 1045 Bronco Run.

Based on recent information received from the West Rowan Fire Department, the Christie's are still using an address of 140 Warren Drive. Two (2) recent calls for emergency service caused some confusion in response efforts and the Christie's were notified of the addressing problem.

The Christie's opted to appeal use of the 1045 Bronco Run address assigned in 2016 and the appeal was reviewed by the APA committee. Based on pictures from a site visit and review of aerial photographs, the APA recommendation was for the Christie's to change their address to 1045 Bronco Run.

The accompanying attachments effectively summarize the actions and correspondence of this request, which include: notice to the Christie's; their appeal request; notice of the APA decision; and Christie's appeal to the Commission.

**RECOMMENDATION**

1. Hear appeal request from the Christie's
2. Receive input from APA
3. Render final decision on the appeal request

**ATTACHMENTS:**

| <b>Description</b>             | <b>Upload Date</b> | <b>Type</b>     |
|--------------------------------|--------------------|-----------------|
| Notice of Using Wrong Address  | 3/23/2022          | Backup Material |
| Christie Appeal Request to APA | 3/23/2022          | Backup Material |
| APA Decision on Appeal Request | 3/23/2022          | Backup Material |
| Christie Appeal Request to BoC | 3/23/2022          | Backup Material |



## 9-1-1 ADDRESS NOTIFICATION

Wednesday, March 23, 2022

Mr. & Mrs. William Christie  
1045 Bronco Run  
Mount Ulla, NC 28125

Dear Mr. & Mrs. Christie:

This notice is in reference to your property identified as Rowan County Tax Parcel: **576-032**. The address assigned to the parcel is:

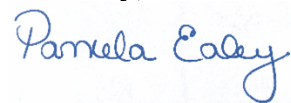
**1045 Bronco Run  
Mount Ulla, NC 28125**

This office has been notified by emergency services (ambulance, fire or law enforcement) that a call for assistance from your residence occurred recently and the address of 140 Warren Drive was given to the dispatcher. According to County records, in or around 2016, the address for your residence was changed to 1045 Bronco Run, Mount Ulla, NC.

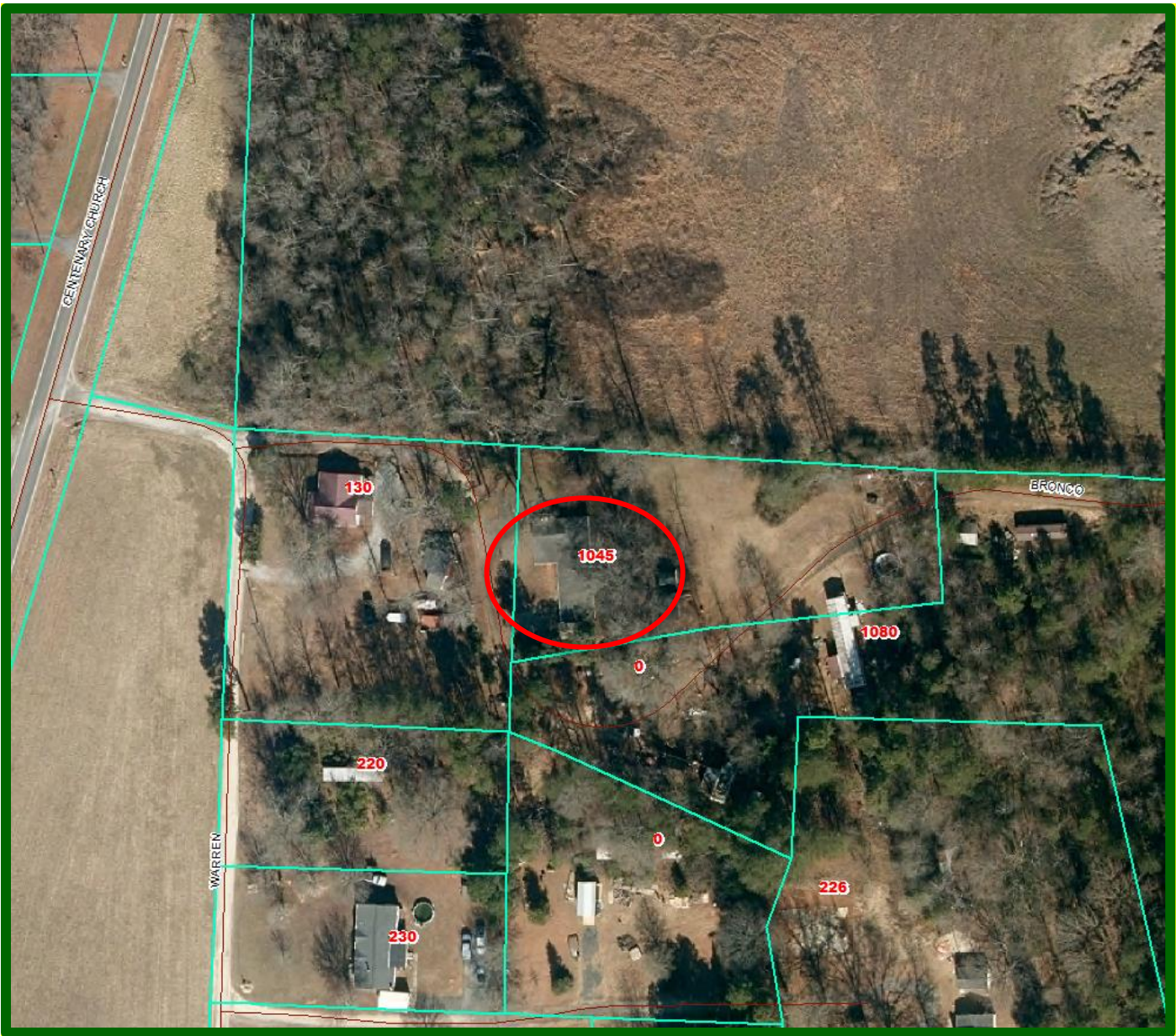
**We request that you immediately stop using the old Warren Drive address and begin using 1045 Bronco Run.** According to the Geographic Information System (GIS), which is used by all emergency services to locate those needing assistance, the 140 Warren Drive address does not exist. Continuing to use Warren Drive address can cause a delay in care, which could have a detrimental effect on you or a loved one.

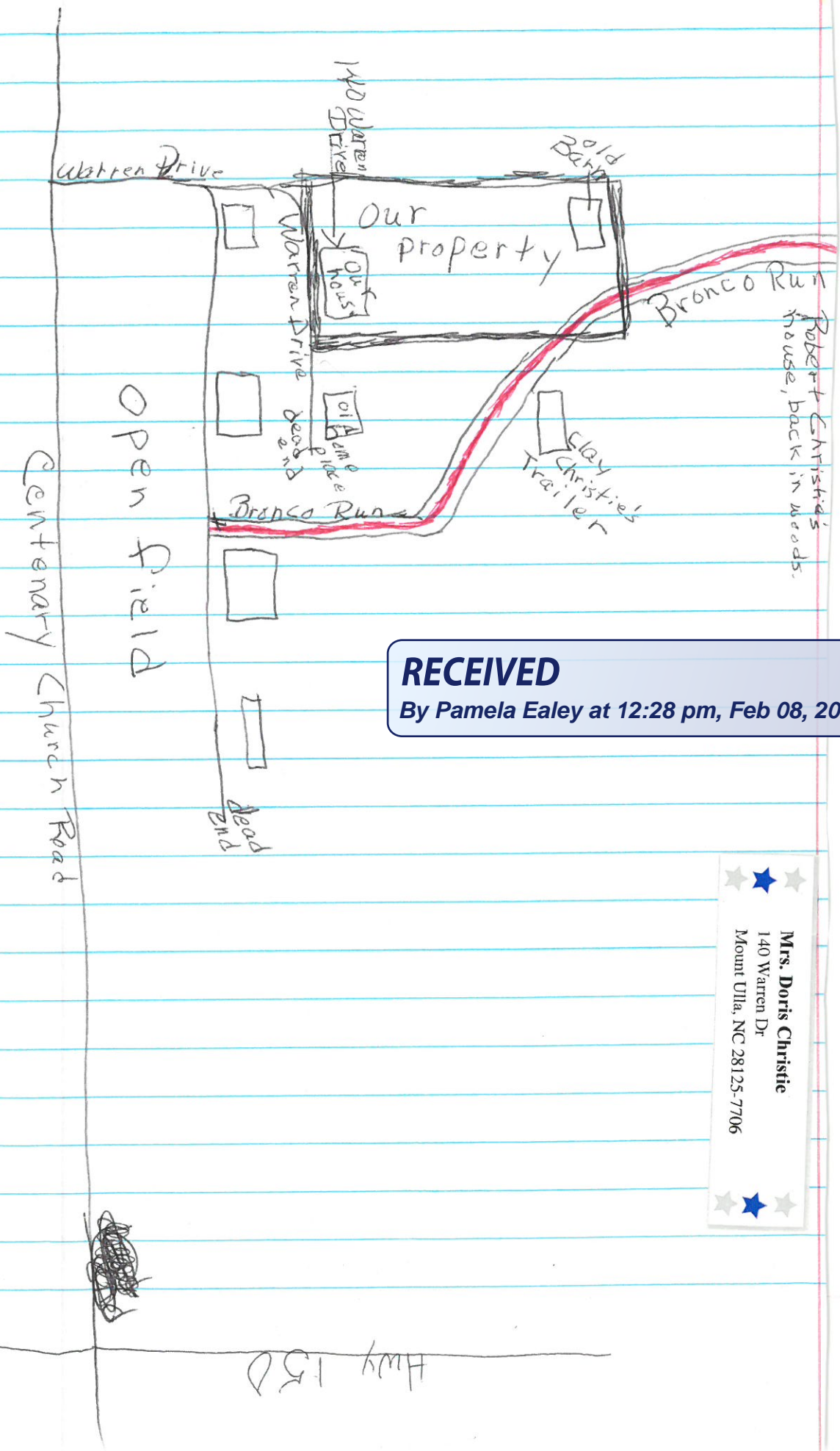
If you have any concerns or comments regarding this notice, contact Pamela Ealey at [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov) or 704-216-8603 **within 10 days** of receipt.

Sincerely,



Pamela Ealey, Planning Technician  
704-216-8603





**RECEIVED**

By Pamela Ealey at 12:28 pm, Feb 08, 2022



**Mrs. Doris Christie**  
140 Warren Dr  
Mount Ulla, NC 28125-7706





Feb. 1, 2022

Dear Mr. Ealey

This is in reference to the letter that you sent to us regarding our address.

We have lived in the same house for the past 61 1/2 yrs. It has not moved nor has the road in front of it moved.

When they started naming small roads, Pattie Miller, the post master then, ask me to name our road. I named it Warren Drive in honor of my father-in-law, who lived beside of us.

Our nephew and his wife decided to put a double wide mobile home in the woods behind us. Not having a road fit to pull the trailer on, they had to buy a strip of land from Mindy Ball. That strip turned off of Warren Drive over to the Clay Christie's property. We gave Duke Energy the right of way to go over the far right corner of our property to run power back to them. My husband says he verbally gave Robert the right to go across that far right corner of our property to continue with a road back to their place. Then the road that turned off of Warren Drive (not even our section of Warren Drive), they named Bronco Run. That road has nothing to do with us or our address.

They didn't continue using the first part of



the road that was named Bronco Run (the strip of land that they purchased) because it was closer to come Warren Drive in front of our house. They now consider Bronco Run starting beside of the old home place and continuing back to their place.

So you see Bronco Run is not or has not ever been in front of our house.

My husband is 83 yrs. old and I am 78 yrs. old and both have health issues and do not need this added stress to us.

Deeds, car titles, car insurance, home insurance, life insurance, health insurance, social security and retirement benefits, bank accounts, to just name a few that would have to be changed. Considering our ages and Covid everywhere, this would be impossible for us to do.

Plus my husband had to pay \$45.00 for the Warren Drive sign that is at the end of the road at Centenary Church Road.

He put it up by himself as the County or anyone else did not help. This road sign and name was meant for our section of the road but everyone else has used Warren Drive as their address.

We will continue using our 148 Warren



Drive address as Bronco Run has nothing  
to do with us or our house -

Sincerely  
Doris Christie



**Mrs. Doris Christie**

140 Warren Dr

Mount Ulla, NC 28125-7706



**APA (Address Program Administration) Evaluation of Appeal**

Wednesday, March 23, 2022

Mr. & Mrs. William Christie  
1045 Bronco Run  
Mount Ulla, NC 28125

Dear Mr. & Mrs. Christie:

RE: Letter of Appeal received 2/8/2022

Your letter of appeal was received by this office on February 8, 2022, and per the Rowan County Ordinance, Sec. 19.5-31, it was reviewed by the staff of the Rowan County GIS, Emergency Services Telecommunications Division (9-1-1) and Planning and Development Department on February 10, 2022. The members of this panel reviewed your appeal using the county ordinance related to addressing, pictures from a site visit and the Rowan County GIS. The decision of this group is that your property, Rowan County Tax Parcel **576-032**, should be addressed:

**1045 Bronco Run  
Mount Ulla, NC 28125**

This decision was based on the following:

- I. The use of the incorrect address was reported by a member of Rowan County Emergency Services due to a delay in care on a 9-1-1 call.
- II. The findings of a site visit concur the address should be listed on Bronco Run.
- III. The road naming petition received by the Planning and Development office in 2016.

**Therefore, we request that you immediately stop using the 140 Warren Drive address and begin using 1045 Bronco Run.** You have the right to ask that an appeal of this decision be considered by the Rowan County Board of Commissioners by sending a written request to the following:

Rowan County Planning and Development

Attn: Pamela Ealey

402 N Main St, Suite 204

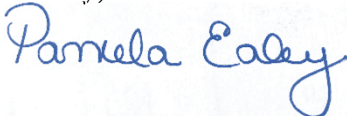
Salisbury, NC 28144 or

by email: [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

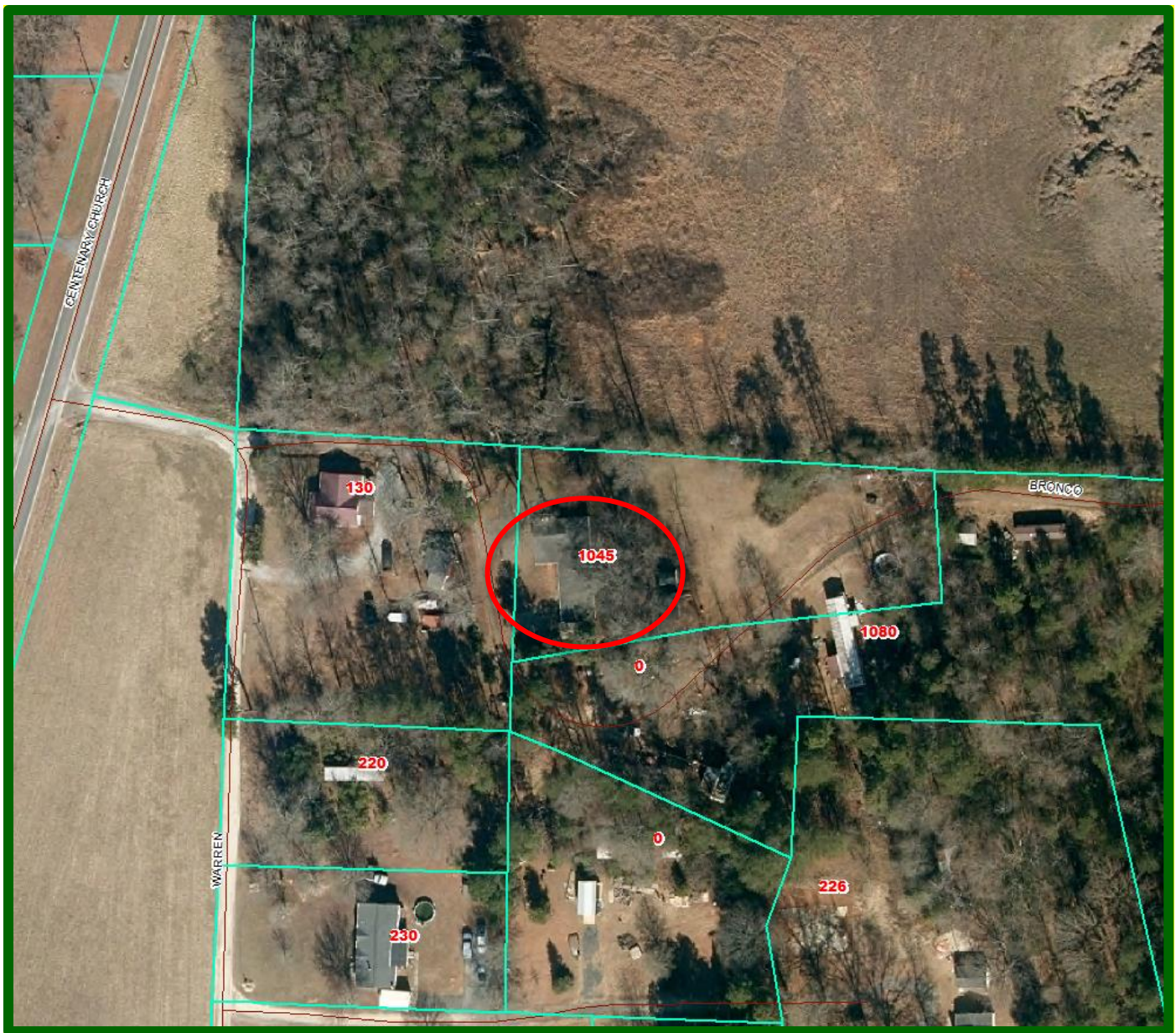
**within 10 days** of receipt of this decision.

At its discretion, the board of commissioners may consider an appeal of this decision at one of its regularly scheduled meetings. You will be notified via mail of the meeting date and time, should your appeal be considered. If you do not request this appeal to be considered by the board of commissioners or if your request is not considered, this office will send change of address information on your behalf to the enclosed list.

Sincerely,



Pamela Ealey, Planning Technician



***Enclosure: Address Change Notification List***



140 Warren Drive

Mt. Ulla, NC 28125

February 25, 2022

Aaron Church, County Manager

130 West Innes Street

Salisbury, NC28144

Rowan County  
MAR 3 2022  
Commissioners

Dear Sir:

This is in reference to a letter from the Rowan County Planning Department stating that we must change our address from 140 Warren Drive to 1045 Bronco Run, Mt.Ulla, NC 28125. Bronco Run is NOT A ROAD. The right of way that was bought to make an access to have a mobile home delivered has been sold to someone other than the original owner and is now part of his yard. Therefore, there is NO BRONCO RUN ROAD and no access road.

We have lived at 140 Warren Drive for more than 60 years. Therefore, it seems foolish to change our address to a nonexistent road.

Sincerely,



Doris M. Christie

cc: Planning Dept.

Commissioners

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** March 28, 2022  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

3/28/2022

**Type**

Budget Amendment



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

**TO: Rowan County Commissioners**

FROM: Melissa Oleen, Library Director

EXPLANATION IN DETAIL: The library received additional Aid to Public Libraries funding (administered through the North Carolina State Library). The library is seeking to transfer a portion of these funds from Library State Aid Grant into F/A: Furn. & Equipment in order to purchase a new scanner for patron use in the History Room and for the purchase of a new disc repair pairachine and Other Small Equipment to purchase new book carts .

The new scanner will replace a 17 year old scanner that no longer meets minimum archival scanning standards. The existing disc machine is at least ten years old, was refurbished three years ago, no longer works and cannot be repaired. In-house repair of CDs is less expensive than the total cost to locate, purchase, process and replace damaged discs/disc sets. The 4 books carts are needed for the library system as current carts are old and worn.

**BUDGET INFORMATION:**

Prepared by: Pam Nance

Date: 3/14/2022

[illegible]

just

MEMORANDUM

**To:** Rowan Public Library  
**From:** Cotina Jones, Director of Library Development  
**Date:** January 20, 2022  
**Re:** 2021 - 2022 Aid to Public Libraries Fund - Estimated Total Payment

This memorandum is to inform you that Rowan Public Library will receive **\$180,241** from the Aid to Public Libraries Fund for FY2021-22. The total authorized allocation for distribution is **\$14,182,131** for public libraries qualifying to receive State Aid. If there is a change in the allocation, you will receive a notification of the change.

State Aid payments are distributed monthly and should be received no later than the fifteenth of each month. The following chart shows the payments already distributed from July 2021 through January 2022 and the adjusted payments to be distributed from February 2022 through June 2022.

Information related to the nonrecurring funds will be sent in a separate email. We are waiting for final approvals before sending out notifications.

Please contact me at [cotina.jones@ncdcr.gov](mailto:cotina.jones@ncdcr.gov) if you have any questions and/or would like to go over your individual State Aid calculations.

**Library Name:** Rowan Public Library

| July 2021<br>Payment | Aug 2021<br>Payment | Sept 2021<br>Payment | Oct 2021<br>Payment | Nov 2021<br>Payment | Dec 2021<br>Payment |
|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|
| \$14,464             | \$14,464            | \$14,464             | \$14,464            | \$14,464            | \$14,464            |

| Jan 2022<br>Payment | Feb 2022<br>Payment | Mar 2022<br>Payment | Apr 2022<br>Payment | May 2022<br>Payment | June 2022<br>Payment |
|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| \$14,464            | \$15,799            | \$15,799            | \$15,799            | \$15,799            | \$15,797             |

Please provide a copy of this memo to your Finance Officer and Auditor.

Roy Cooper, Governor  
D. Reid Wilson, Secretary  
Susan Forbes, Interim State Librarian

Physical Address  
109 East Jones Street  
Raleigh, NC 27601  
(919)-814-6780

Mailing Address  
4640 Mail Service Center  
Raleigh, NC 27699-4600

PH

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** March 29, 2022  
**SUBJECT:** Consider Approval of Board Appointments

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| April Appointments | 3/29/2022          | Cover Memo  |
| Board Applications | 3/29/2022          | Cover Memo  |

**MONTHLY BOARD APPOINTMENTS**  
**April 4, 2022**  
**COMMISSION MEETING**

---

**FRANKLIN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Gary Ingram and Mark Monroe applied for reappointment and if approved, their terms will expire April 30, 2024.

Robert David Connor applied for a seat that will become vacant on April 30<sup>th</sup>. If appointed, Mr. Connor's term would expire April 30, 2024.

**HISTORIC LANDMARKS COMMISSION**

Hunter Casper and Lucas Safrit applied to fill two (2) vacant seats. These seats have different term ending dates of January 31, 2023 and April 30, 2023. Therefore, the Board will need to select which seat each applicant will fill.

**JUVENILE CRIME PREVENTION COUNCIL**

Haylee Shuping applied to fill the remainder of the term for a General Public seat. If approved the term will expire June 30, 2022, after which she would be eligible for reappointment.

**TOWN OF ROCKWELL PLANNING AND ZONING BOARD ETJ**

Andrew King applied to fill a vacant seat and if approved, his term will expire February 28, 2025. The Town Board of Aldermen submitted a letter of support for this appointment.

**CITY OF SALISBURY PLANNING AND ZONING BOARD OF ADJUSTMENT - ETJ**

Esther Atkins Smith applied for a vacant ETJ seat that will expire March 31, 2024. The City supports this applicant's appointment.

**ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE**

Henry Ricardo Smith applied to fill the remainder of the term for an at large seat. The term will expire June 30, 2024.

*Note:* There are approximately 42 vacancies on various Rowan County advisory boards.



# Mr. Gary Kenneth Ingram

Rowan County | Generated 3/21/2022 @ 11:56 am by OnBoard2 - Powered by ClerkBase

## Status

|                         |                         |
|-------------------------|-------------------------|
| <b>Name</b>             | Mr. Gary Kenneth Ingram |
| <b>Application Date</b> | 3/21/2022               |
| <b>Expiration Date</b>  | 3/21/2024               |
| <b>Board Member</b>     | Gary Ingram             |
| <b>Status</b>           | <span>Validated</span>  |

| Board  | Vacancies | Status               |
|--|-----------|----------------------|
| Franklin Volunteer Fire Department<br>Fire Commissioners | 0         | <span>Pending</span> |

## Basic Information

### Name

Mr. Gary Kenneth Ingram

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

I worked for United Rentals for 26 years. I was store manager for True Value Hardware for 4.5 years. I am currently employed by Chewy for 1.5 years. I have lived in the Franklin community for almost 30 years. I have served 1 term on the Franklin Fire Department Commissioner Board.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

150 Hampton Circle  
Salisbury, NC 28144

### Resident

Yes

### Phone

704-640-8140

### Email

gingram5@carolina.rr.com

## Occupation

### Employer

Chewy

### Occupation

Fulfillment Specialist

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Mark Monroe

Rowan County | Generated 3/21/2022 @ 9:07 am by OnBoard2 - Powered by ClerkBase

## Status

|                  | Name        | Board                              | Vacancies | Status  |
|------------------|-------------|------------------------------------|-----------|---------|
|                  | Mark Monroe |                                    |           |         |
| Application Date | 3/21/2022   | Franklin Volunteer Fire Department | 0         | Pending |
| Expiration Date  | 3/21/2024   | Fire Commissioners                 |           |         |
| Board Member     | Mark Monroe |                                    |           |         |
| Status           | Validated   |                                    |           |         |

## Basic Information

### Name

Mark Monroe

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

Have held this position in the past.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

6310 Elk Trail  
Salisbury, NC 28147

### Resident

Yes

### Phone

7046395448

### Cell Phone

7046395448

### Email

mem312001@yahoo.com

## Occupation

### Employer

Norfolk Southern

### Occupation

Locomotive Engineer

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Mr Robert David Connor

Rowan County | Generated 3/22/2022 @ 8:53 am by OnBoard2 - Powered by ClerkBase

## Status

|                         |                        |
|-------------------------|------------------------|
| <b>Name</b>             | Mr Robert David Connor |
| <b>Application Date</b> | 3/21/2022              |
| <b>Expiration Date</b>  | 3/21/2024              |
| <b>Board Member</b>     | Robert David Connor    |
| <b>Status</b>           | <span>Validated</span> |

| Board (Rank)   | Vacancies | Status               |
|--|-----------|----------------------|
| Franklin Volunteer Fire Department<br>Fire Commissioners (1) | 0         | <span>Pending</span> |
| Franklin Volunteer Fire Department<br>Board of Trustees (2)  | 0         | <span>Pending</span> |

## Basic Information

### Name

Mr Robert David Connor

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

I have served in this capacity in past years. To help out the community

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

160 elwood lane sailsbury, nc  
160 elwood lane sailsbury, nc  
Sailsbury, NC 28147

### Resident

Yes

### Ward/District

Franklin

### Phone

7044337770

### Cell Phone

7044337770

### Email

rdconnor@hotmail.com

## Occupation

### Employer

Davidson County Schools

### Occupation

Custodian

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Hunter Casper

Rowan County | Generated 3/10/2022 @ 8:53 am by OnBoard2 - Powered by ClerkBase

## Status

|                  |               | Board                         | Vacancies | Status  |
|------------------|---------------|-------------------------------|-----------|---------|
| Name             | Hunter Casper |                               |           |         |
| Application Date | 3/9/2022      | Historic Landmarks Commission | 2         | Pending |
| Expiration Date  | 3/9/2024      |                               |           |         |
| Board Member     | Hunter Casper |                               |           |         |
| Status           | Validated     |                               |           |         |

## Basic Information

**Name**  
Hunter Casper

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**  
2435 overview rd  
Salisbury, NC 28147

**Resident**  
Yes

**Phone**  
704-682-7078

**Email**  
Cardinalwick1@gmail.com

## Occupation

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Additional Information

## Gender

What is your gender?

- Male

# Mr. Lucas R Safrit

Rowan County | Generated 3/9/2022 @ 9:27 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mr. Lucas R Safrit  
**Application Date** 3/9/2022  
**Expiration Date** 3/9/2024  
**Board Member** Lucas R Safrit  
**Status** Validated

## Board

Historic Landmarks Commission

## Vacancies

2

## Status

Pending

## Basic Information

### Name

Mr. Lucas R Safrit

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

I have had the distinct opportunity to have volunteered at various historic sites in the area, mostly through a 13+ year tenure at the North Carolina Transportation Museum in Spencer. In my early 20's, I had the opportunity to work in various aspects of local history through independent study at Catawba College under the care of Dr. Gary Freeze, and took part in several history research projects on several buildings in town such as the historic Salisbury Depot, the Old Stone House, and First Presbyterian Church. A freelance historian at heart, I love history- most importantly local history pertaining to Salisbury and Rowan County. Despite the demands of the job of an educator, I feel that I would be able to provide commitment towards assisting this advisory board in making decisions pertaining to historic structures and landmarks of the community, as well as the general historical value and legacy of the area.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

210 Safrit Road  
Salisbury, NC 28146

### Resident

Yes

### Phone

704-267-5840

### Email

lrsafrit@gmail.com

## Occupation

### Employer

Rowan-Salisbury School System

### Occupation

History Teacher

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information



# Ms. Haylee Gardner Shuping

Rowan County | Generated 3/29/2022 @ 9:14 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Ms. Haylee Gardner Shuping  
**Application Date** 1/6/2022  
**Expiration Date** 1/6/2024  
**Board Member** Haylee Gardner Shuping  
**Status** Validated

### Board (Rank)

Rowan Economic Development  
Council (1)

### Vacancies

0

### Status

Pending

Juvenile Crime Prevention Council  
(2)

6

BoC Meeting

## Basic Information

### Name

Ms. Haylee Gardner Shuping

### Resume File

[View / Download](#)

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

-Considerable knowledge and interest in serving in local government with my educational background in Political Science. Passionate about giving back to the community in making a difference.  
-Advocacy and Lobbyist experience  
-Skilled in researching and writing Op-Eds and other article types  
- N.C. C.O.P.S. member - Concerns of Police Survivors  
-Campus Votes Coordinator at UNC-Pembroke to increase student voter population in elections

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

267 Carrington Lane  
Salisbury, NC 28146

### Resident

Yes

### Phone

7042234003

### Email

hayleeshuping@gmail.com

## Occupation

### Employer

Graduate Student

### Occupation

MBA Student - Wake Forest  
University

## Gender

### What is your gender?

- Female

## Additional Information

# Andrew James King

Rowan County | Generated 2/4/2022 @ 12:32 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Andrew James King  
**Application Date** 2/2/2022  
**Expiration Date** 2/2/2024  
**Board Member** Andrew James King  
**Status** Validated

## Board

Town of Rockwell Planning and  
Zoning Board - ETJ

## Vacancies

1

## Status

BoC Meeting

## Basic Information

### Name

Andrew James King

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

Community member wishing to see Rockwell continue to grow and develop.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

830 Gold Hill Ave  
Rockwell, NC 28138

### Resident

Yes

### Phone

336-470-4275

### Email

kingsdvvf58@gmail.com

## Occupation

### Employer

Rowan County Emergency Services  
- Fire Division

### Occupation

Fire Investigator / Inspector

## Gender

### What is your gender?

- Male

## Additional Information



## Town of Rockwell

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

Phone: 704-279-2180  
Fax: 704-279-0454  
[clerk@rockwellnc.gov](mailto:clerk@rockwellnc.gov)

March 29, 2022

Rowan County  
130 West Innes Street  
Salsbury, NC 28144

Reference: ETJ member for Town of Rockwell Planning Board

To Whom It May Concern:

At this time, it is the wish of the Town Board of Aldermen that you will consider filling a vacant slot on the Town Planning Board with Mr. Andrew King. He resides at 830 Gold Hill Avenue, Rockwell. If appointed, his term would expire February 28, 2025.

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

Sincerely,

**Beauford Taylor**

Beauford Taylor  
Mayor

# Mrs. Esther Atkins Smith

Rowan County | Generated 3/15/2022 @ 9:50 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mrs. Esther Atkins Smith  
**Application Date** 3/14/2022  
**Expiration Date** 3/14/2024  
**Board Member** Esther Atkins Smith  
**Status** Validated

## Board

City of Salisbury Planning & Zoning  
Board of Adjustment - ETJ

## Vacancies

1

## Status

Pending

## Basic Information

### Name

Mrs. Esther Atkins Smith

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

I am applying for an ET appointment.

I have been very active in the community as a member of the Salisbury Rotary Club, 2020 Class of the Rowan Chamber's Leadership Rowan Program, Rowan Chamber Ambassadors, Mt. Zion Missionary Baptist Church, and Delta Sigma Theta Sorority. I serve on several community-based boards and organizations and have implemented two successful after-school and summer enrichment programs - Mt. Zion Missionary Baptist Church Mentoring and After-school Program (MAP) and Students With Academic Gifts and Goals to be Acknowledged (SWAGGA).

With almost 30 years as a meteorologist for the National Weather Service (NWS), 7 years as Deputy Meteorologist-In-Charge of the NWS Forecast Office and 5 years as Chief of the Integrated Operations Branch I acquired management skills that will allow me to be an asset to this board. I can analyze proposals, documents, and reports that will allow me to provide valuable feedback and recommendations to City Council. If need and or necessary, I have the skill set to diplomatically handle difficult situations that may arise.

I currently work with individuals, particularly minorities and women, transfer their dreams and goals into sound, structured businesses. In doing so, it has served to sharpen existing skills in developing plans, budgets, and etc. Not to mention, increasing my ability to work with a wide range of people and personalities.

I love serving people, as difficult and complicated as it may be, it is my gift.

### Have you ever been convicted of a felony?

No

### County of Residence

Yes

## Contact Information

### Address

310 Candlewick Dr.  
Salisbury, NC 28147

### Resident

Yes

### Phone

7044337091

### Cell Phone

7044337091

### Email

estheratkins@gmail.com

## Occupation

### Employer

Retired

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Female

## Additional Information

# Mr. Henry Ricardo Smith

Rowan County | Generated 3/15/2022 @ 11:11 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mr. Henry Ricardo Smith  
**Application Date** 3/15/2022  
**Expiration Date** 3/15/2024  
**Board Member** Henry Ricardo Smith  
**Status** Validated

| Board (Rank)                                | Vacancies | Status               |
|---|-----------|----------------------|
| Rowan Transit System Advisory Committee (1) | 1         | <span>Pending</span> |
| Juvenile Crime Prevention Council (2)       | 6         | <span>Pending</span> |

## Basic Information

### Name

Mr. Henry Ricardo Smith

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

I have been very active in the community working with politicians to improve the quality of life in underserved areas. I have volunteered several years to help with the Rowan Chamber Commerce Dragon Boat Festival. It is through my business and work experience that will allow me to be an asset to this board.

After receiving my BS Degree from Livingstone College, I worked over 25 years in the car industry and over 4 years in the school system. I worked at Duman Auto Dealership, Suffolk, Va for 22 years in various management positions. I worked three years at Sunbelt Automotive in Albemarle, NC. I retired in 2017 only to go back to work in the Rowan School System as a substitute teacher. After substituting for two years, I was asked to work full-time as a teacher assistant in the Title 1 Pre-Kindergarten Program at North Rowan Elementary School. Working in the car industry for over 25 years has given me the experience and contacts needed to understand the transportation and the systems in place that govern it. Also, I have the management skills necessary to get things done.

I am capable of reviewing proposals and reports to provide valuable feedback and recommendations. My experience with children has sharpened the skills necessary to be patient and flexible in stressful situations. I can work with a wide range of people and personalities.

### Have you ever been convicted of a felony?

No

### County of Residence

No

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Contact Information

### Address

310 Candlewick Dr  
Salisbury, NC 28147

### Resident

Yes

### Phone

7048709172

### Cell Phone

7048709172

### Email

meanttobe2015@gmail.com

## Occupation

### Employer

Rowan Salisbury School System

### Occupation

Pre-K Teacher Assistant

## Additional Information



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** March 22, 2022  
**SUBJECT:** For Attorney-Client Privileged Communication

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The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication.