



ROWAN COUNTY COMMISSION AGENDA

October 3, 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

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: September 19, 2022

1 Consider Approval of Consent Agenda

- A. Thanksgiving Office Hours
- B. Sole-Source Zoho Corporation
- C. Sole-Source EMS Technology Solutions LLC

- D. Satisfaction for HOME Rehabilitation Deeds of Trust
- E. Schedule Public Hearing for HLC 02-22
- F. Schedule Quasi-judicial Hearing for SUP 3-22: Network Building and Consulting, for October 17, 2022
- G. Sole-Source Cengage Learning
- H. MOU James River Equipment
- I. Sole-Source Aero Specialties
- J. Assignment of Jurisdiction for 2 Parcels to Granite Quarry, NC
- K. Schedule Public Hearing for Z 05-22
- L. 4H NRA Grant for Shooting Sports Clubs
- M. State Grant Certification Document for Emergency Services Services
- N. Pre-Audit Authority for Assistant Finance Director
- O. Paul P. Hinkle, Sr. Deed of Trust Satisfaction
- P. Autopulse Systems - Zoll Medical
- Q. Fifteen (15) Vehicle Purchases - Sheriff's Office
- R. Sole-Source Stryker Procure Services
- S. Financing for Radios
- T. Reclassification of Temporary Positions in DSS
- U. Request to Advertise Position of Tax Collector
- V. Request to Execute Grant Documents - Hexagon Agility Project
- W. Fireworks Display; Emmanuel Baptist Church
- X. Airport Parking Lot Change Order
- Y. Fee Proposal for Health Department Advanced Planning Phase at West End Plaza

2 Special Recognition

- A. Resolution Supporting Operation Green Light

3 Public Comment Period

4 Public Hearing & Summary Presentation - EDC 'Project Finishing'

5 Public Hearing: Road Name Changes

6 Temporary Use Permit Request: Miller Family Farm

7 Budget Amendments

8 Consider Approval of Board Appointments

9 Closed Session

- To Consider Approval of Closed Session Minutes
- Attorney-Client Privileged Communication

10 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: <https://relaync.com>.

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: September 19, 2022
SUBJECT: Consider Approval of the Minutes: September 19, 2022

ATTACHMENTS:

Description

September 19, 2022 Minutes

Upload Date

9/28/2022

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
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

September 19, 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 Anna Bumgarner 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.

Chairman Edds took a moment recognize Carolyn Barger, Clerk to the Board, for her writing skills with Proclamations, etc. and the work she does for the Board. A round of applause followed the recognition.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds added a second topic to Closed Session under attorney-client privileged communication.
- **Note for the record:** Later in the meeting (just prior to the Vaya Health presentation), the Board approved an addition to the agenda (Grant Award To Rowan Public Library For Records Preservation Project). The issue was added as item #8a.

CONSIDER DELETIONS FROM THE AGENDA

- Chairman Edds stated the Board would strike item #8 from the agenda.

- **Note for the record:** Later in the meeting (just prior to the Vaya Health presentation), the Board made an additional change to the agenda and voted to strike Item K (Request for Public Hearing – Lichtin Speculative Project).

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the September 6, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. FY22 Tax Collector Year End Reports
- B. Benesch for Geotech Services
- C. Transit Grant FY 23 Rural Operating Assistance Program (ROAP)
- D. Request for Revised Incentive Offer - 'Project Finishing'
- E. Approval of Work Authorization for Localizer Replacement
- F. Pathways Group Homes for DSS
- G. Central Square
- H. Sole-Source Carolina Recording
- I. Tax Refunds for Approval
- J. Sole Source Patagonia Health
- K. Request for Public Hearing - Lichtin Speculative Project
- L. Schedule Public Hearing for October 3, 2022 RE: Road Name Changes
- M. Trinity Services Group, Inc.
- N. Sole-Source Envisionware
- O. Resolution of Support for Rowan-Salisbury Board of Education to Apply For Needs-Based Public School Capital Funds
- P. Surplus Vehicles
- Q. Dellinger, Inc. Change Order 004
- R. NCEM Statewide Mutual Aid Agreement
- S. Be An Original
- T. Resolution Authorizing Sale of Property to Another Governmental Agency
- U. Lease Agreement for Piedmont Players Theater, Inc. at West End Plaza
- V. Approval to Purchase 5 Transit Vehicles w/ Raised Roofs

2. PUBLIC COMMENT PERIOD

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

- Harold Schmaecker spoke regarding COVID policies/vaccines. Mr. Schmaecker discussed a nurse by the name of Lindsay who had been forced to get the COVID vaccine by her employer (Novant) in order to keep her job. According to Mr. Schmaecker, Lindsay's doctors have diagnosed her as vaccine-injured. Mr. Schmaecker asked why local Health Departments were ignoring the injury data and promoting the shots, especially in children. Mr. Schmaecker said the data for 5-11 year old children was troubling and he questioned whether the Rowan County Health Department was providing the information to parents. Mr. Schmaecker suggested using some of the County's COVID funds to help vaccine-injured citizens whose employers had abandoned them. Mr. Schmaecker asked the Board to listen to Lindsay's story, look at the data and to stop the shots.

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

3. ZTA 03-22: PUBLIC HEARING FOR MID-CAROLINA REGIONAL AIRPORT SPECIFIC TEXT

Planning Director Ed Muire provided a power point as he presented the staff report for ZTA 03-22. Mr. Muire stated the text amendment application was submitted by Rowan County Government (County) to "Create (an) airport operations and aviation specific district applicable to Mid-Carolina Regional Airport when Salisbury relinquished its extraterritorial jurisdiction (ETJ) over the area."

Mr. Muire recalled in 2013, the North Carolina legislature approved a local bill requesting the Airport be de-annexed from Salisbury City limits, but the action did not remove the land area from Salisbury's ETJ. A recent conflict between the City's land development ordinance and an airport-related building project prompted the County to request the City consider relinquishing its ETJ applicable to the Airport. The City was receptive and has scheduled a public hearing on the ETJ recension for September 20, 2022.

Anticipating the City's action, staff has been preparing text for an airport specific district with cooperation from the County's Airport and Transit Director, Valerie Steele, and aviation consultant Talbert Bright and Ellington (TBE).

The proposed ZTA 03-22 amendment updated airport-related definitions with Federal Aviation Administration (FAA) standards, creates an Airport Industrial (AI) district, amends the current Airport Zoning Overlay (AZO) and establishes a set of special requirements (SR) for uses permitted within the AI district.

Mr. Muire said the ***bold italicized text*** and ~~strikethrough text~~ within the excerpted sections below represented the proposed **ZTA 03-22**.

Section 21-4. Definitions Excerpt

Approach surface means the surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. ~~The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~

Horizontal surface means a horizontal plane one hundred fifty (150) feet above the established airport elevation of seven hundred seventy-two **and three tenths (772.3)** feet mean sea level, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.

Non-Precision Approach Zone means the inner edge of this approach zone coincides with the width of the primary surface and is one thousand (1,000) feet wide. The approach zone expands outward uniformly to a width of four thousand (4,000) feet at a horizontal distance of ten thousand (10,000) feet from the primary surface at a slope of 34:1. Its centerline is the continuation of the centerline of the runway.

Non-precision instrument runway means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved, or planned, and for which no precision approach facilities are planned, or indicated on an FAA planning document or military service military airport planning document.

Precision Approach Zone means the inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.

Transitional surface means the surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface **until it intersects with the Horizontal or Conical surface** and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

Sec. 21-31. Zoning districts established.

(b) The following general use and overlay districts are established:

(1) *General zoning districts:*

- | | |
|---|-----------------------------------|
| a. Rural Agricultural (RA) | h. 85-ED-1 |
| b. Rural Residential (RR) | i. 85-ED-2 |
| c. Residential Suburban (RS) | j. 85-ED-3 |
| d. Multifamily Residential (MFR) | k. 85-ED-4 |
| e. Manufactured Home Park District (MHP) | l. Industrial (IND) |
| f. Neighborhood Business (NB) | m. Institutional (INST) |
| g. Commercial, Business, Industrial (CBI) | n. Airport Industrial (AI) |

Sec. 21-32. General zoning districts defined; purpose and intent.

(j) *Airport Industrial, AI. This district is established for airport-specific or related businesses that will be located, designed, constructed and maintained in a manner compatible with aviation operations. Uses in the AI district tend to focus on manufacturing, transportation, services and public administration with standards designed to promote safety and compatibility with the Mid-Carolina Regional Airport Layout Plan (ALP) adopted by the Rowan County Board of Commissioners. Any use(s) or proposed structure(s) located on Rowan County property is subject to approval by the Rowan County Board of Commissioners and shall comply with Mid-Carolina Regional's minimum standards and applicable Federal Aviation Administration (FAA) rules and regulations including FAA 7460-1 Notice of Proposed Construction or Alteration.*

Properties owned by Rowan County, NC that encompass and adjoin the Mid-Carolina Regional Airport will comprise the district. District boundaries may be amended by addition of contiguous parcels via the map amendment process prescribed in Section 21-362.

Sec. 21-33. Overlay districts.

Overlay districts are zoning districts, which are applied only in conjunction with other zoning districts, and may grant additional use of development requirements upon the underlying zoning districts. The effect is to have both the overlay district and the underlying zoning controlling the use and development of the lot. Overlay districts are applicable on an area wide basis to support specific public policy objectives and as such should be consistent with adopted land use plans. Overlay districts may be applied to conventional and conditional zoning districts. An overlay district may be initiated as an amendment by the board of commissioners, planning board, planning staff, or the property owner or their designated representative.

- (1) *Airport Zone Overlay, AZO.* The zones and restrictions established in this subsection are designed to limit the height of structures surrounding the county airport's established elevation of seven hundred seventy-two (772.3) feet above mean sea level (msl) in order to prevent hazards to the lives and property of the users of the airport and the occupants of land in the vicinity.

a. *Uses allowed.* The use requirements of the underlying district apply to the AZO district. However, all uses must be in conformance with the provisions of this section.

b. *Establishment of zones.* To carry out the provisions of this section, there are hereby created and established certain civil airport imaginary surfaces which ~~include all~~ **consist**

of the land lying beneath the approach surface, **including the non-precision and precision approach zones;** transitional surface; horizontal surface; conical surface; and primary surface. These civil airport imaginary surfaces are established with relation to the Rowan County Airport runway and proposed extensions of thereof. Such imaginary surfaces are **defined in Section 21-4 and** shown on the Official County Airport Zoning Map ~~prepared by the Rowan County Planning Department and dated September 19, 2022~~ **October 4, 2004**, which is adopted and incorporated herein by reference. The size of each such imaginary surface is based on the ~~categorization~~ **category of this each** runway ~~as having both a precision instrument~~ **according to the type of approach available or planned for that** runway. The slope and dimensions of the ~~imaginary~~ **approach** surfaces, applied to each end of a runway, are determined by the most precise approach **procedure** existing or planned for the runway end. ~~The surfaces are hereby established and defined as follows:~~

1. ~~Horizontal surface.~~ A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to these arcs.

2. ~~Conical surface.~~ A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

3. ~~Primary surface.~~ A surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.

4. ~~Approach surface.~~ A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface.

i. ~~The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways.~~

ii. ~~The approach surface extends for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~

5. ~~Transitional surface.~~ These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for these portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

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. 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.

<u>General Zoning Districts</u>	<u>Conditional Districts</u>
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)
AI	AI (CD)

Sec. 21-66. General criteria for uses listed SR in the AI District in section 21-113.

Uses listed as SR in the AI District in section 21-113, the table of uses, shall comply with the following criteria, as applicable:

- (1) **Site plan.** A site plan shall be provided showing the existing lot, existing and proposed buildings, and criteria required herein.
- (2) **Lighting.** Any outdoor or building mounted lighting shall be shielded or directed downward to prevent upward illumination that may create interference with airport operations.
- (3) **Building material.** No glare-producing material shall be used as exterior siding or as roofing on any building.
- (4) **Building height.** The maximum height for any building or structure not associated with administration or operation(s) of the Mid-Carolina Regional Airport shall be limited to the lesser of the Airport Zoning Overlay (AZO) or thirty-five (35') feet
- (5) **Parking.** Parking shall be as prescribed in Article VII, Parking, for that use.
- (6) **Signage.** Signage is preferred to be building mounted, otherwise free-standing signage in the AI district shall be limited to one (1) location per site at a maximum height subject to the lesser of the Airport Zoning Overlay or twenty-five (25) feet
- (7) **Outdoor storage.** All outside storage areas, including dumpsters, shall be:
 - a. Sited to the rear of the building;
 - b. Not within the required setbacks.
 - c. Completely screened from adjacent residentially zoned property by means of an opaque fence no less than six (6) feet in height.
 - d. Aviation fuel storage locations are subject to compliance with National Fire Protection Association (NFPA) standard 407 and safety standards established by North Carolina Department of Insurance and the Federal Aviation Administration.

Setbacks. Front yard setbacks shall be measured at fifty (50) feet from the edge of the road right-of-way with side and rear yard setbacks measured at ten (10) feet from the property line or lease area. When multiple buildings or structures occupy a parcel(s), a twenty-five (25) foot separation between structures shall be provided in lieu of a side and rear yard setback.

Sec. 21-84 Table of dimensional requirements

DISTRICTS	RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Minimum zone lot size⁽¹⁾⁽³⁾										
Septic tank and individual or multiconnection well	20,000 sq ft	20,000 sq ft	20,000 sq ft	6 acres	2 acre with 3 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	20,000 sq ft	N/A	N/A
Minimum zone lot size⁽¹⁾⁽³⁾										
Public water or community water or Public sewer or approved package treatment plant	15,000 sq ft	15,000 sq ft	15,000 sq ft	6 acres	2 acre with 8 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	15,000 sq ft	N/A	N/A
Minimum zone lot size⁽¹⁾⁽³⁾										
Public water and sewer	10,000 sq ft	10,000 sq ft	10,000 sq ft	6 acres	2 acre with 12 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	10,000 sq ft	N/A	N/A
Minimum lot width at right-of-way	35 ft	35 ft	35 ft	35 ft	35 ft ⁽⁶⁾	35 ft	35 ft	35 ft	35 ft	35 ft
Minimum lot width at Building setback line	70 ft	70 ft	70 ft	70 ft	70 ft ⁽⁶⁾	70 ft	70 ft	50 ft	70 ft	70 ft
Minimum lot depth										
Without public water & sewer	150 ft	150 ft	150 ft	150 ft	150 ft ⁽⁶⁾	100 ft	100 ft ⁽²⁾	100 ft ⁽²⁾	150 ft	150 ft
Public water and sewer	125 ft	125 ft	125 ft	125 ft	125 ft ⁽⁶⁾	100 ft	100 ft	100 ft	125 ft	150 ft
Principal structure setback										
Front Yard ⁽⁴⁾	30 ft	30 ft	50 ft	50 ft	50 ft ⁽⁶⁾	50 ft	50 ft ⁽²⁾	30 ft	30 ft	50 ft
Side street	20 ft	20 ft	25 ft	50 ft	50 ft ⁽⁶⁾	30 ft	30 ft ⁽²⁾	20 ft	20 ft	30 ft
Side yard ⁽⁴⁾	10 ft	10 ft	10 ft	50 ft	50 ft ⁽⁶⁾	10 ft	10 ft or 0 ft ⁽²⁾	10 ft or 0 ft ⁽⁷⁾	10 ft	10 ft or 0 ft
Rear yard ⁽⁴⁾	10 ft	10 ft	20 ft	50 ft	50 ft ⁽⁶⁾	10 ft	10 ft or 0 ft ⁽²⁾	10 ft or 0 ft ⁽²⁾⁽⁷⁾	10 ft	10 ft or 0 ft
Accessory structure setback⁽⁸⁾										
Front	30 ft	30 ft	50 ft	50 ft ⁽⁵⁾	50 ft ⁽⁶⁾	50 ft	10 ft	10 ft	10 ft	10 ft
Any right-of-way	10 ft	10 ft	10 ft	30 ft ⁽⁵⁾	50 ft ⁽⁶⁾	10 ft	10 ft	10 ft	10 ft	10 ft
Side and rear yard	10 ft	10 ft	10 ft	10 ft ⁽⁵⁾	10 ft ⁽⁶⁾	10 ft	10 ft	10 ft	10 ft	10 ft

Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District		Zoning Districts									
		Residential					Nonresidential				
		RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Use											
Construction											
SIC											
16	Heavy construction other than building construction – contractors	SR	SR				SR	P	SR		P
17	Construction – special trade	SR	SR				SR	P	SR		P
Manufacturing											
34	Fabricated metal products, except machinery and transportation equipment, <i>all except</i>	SR	SR				SR	P	SR		P
35	Industrial and commercial machinery and computer equipment	SR	SR				SR	P	SR		P
36	Electronic and other electrical equipment and components, except computer equipment, <i>all except</i>	SR	SR				SR	P	SR		P
37	Transportation equipment	SR	SR				SR	P	SR		P
38	Measuring, analyzing and controlling instruments	SR	SR				SR	P	SR		P
39	Miscellaneous manufacturing industries	SR	SR				SR	P	SR		P
Transportation, communications, electric, gas and sanitary services											
41	Local & suburban transit, interurban highway passenger transportation	SR	SR				SR	P	SR		P
42	Motor freight transportation and warehousing, <i>all except</i>	SR	SR				SR	P	SR		P
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						SR(A)	P			P
45	Transportation by air						SR	P			P
47	Transportation services, <i>all except</i>						SR	P			P
472	Arrangement of passenger transportation	SR	SR				SR	P	SR		P
Services											
73	Business services	SR	SR				SR	P	SR		P
76	Misc repair services	SR	SR				SR	P	SR		P
7999	Amusement and recreation services, NEC, <i>all except</i>						SR	P	SR		P
82	Educational services, <i>all except</i>	P	P	P			SR	P	P	P	P
Public administration											
91	Executive, legislative and general government, except finance						SR	P		P	P
92	Justice, public order, safety, <i>all except</i>							P		P	P
9221	Police protection	P	P	P	P	P	SR	P	P	P	P
9224	Fire protection	P	P	P	P	P	SR	P	P	P	P
	Ambulance stations	P	P	P	P	P	SR	P	P	P	P
	Rescue squads	P	P	P	P	P	SR	P	P	P	P
97	National security and international affairs						P	P		P	P
Unclassified											
	Multi-tenant developments						SR	SR	SR	SR	SR
SEE ARTICLE III. FOR SPECIAL REQUIREMENTS AND SPECIAL USE CRITERIA FOR SPECIFIC USES.											

Mr. Muire noted as provided in Section 21-361(b) of the Zoning Ordinance, the Planning Board provided a favorable recommendation and adopted the following Statement of Consistency for consideration: ZTA 03-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western Area Land Use Plan based on the fact Mid-Carolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time of plan adoption. The ZTA 03-22 amendments utilize Federal Aviation Administration (FAA) terms and guidelines to establish surface and height limitations appropriate for a general aviation airport and creates standards for land uses in an airport specific zoning district intended to promote aviation related businesses and continued airport operations.

Furthermore, this adoption is deemed an amendment to the Western Area Land Use Plan.

Chairman Edds opened the public hearing to receive citizen input regarding ZTA 03-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the following Statement of Consistency:

ZTA 03-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western Area Land Use Plan based on the fact Mid-Carolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time of plan adoption. The ZTA 03-22 amendments utilize Federal Aviation Administration (FAA) terms and guidelines to establish surface and height limitations appropriate for a general aviation airport and creates standards for land uses in an airport specific zoning district intended to promote aviation related businesses and continued airport operations.

Furthermore, this adoption is deemed an amendment to the Western Area Land Use Plan.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve ZTA 03-22 as presented passed unanimously.

4. Z 07-22: PUBLIC HEARING FOR MID-CAROLINA REGIONAL AIRPORT PROPERTIES

Planning Director Ed Muire provided a power point as he presented the staff report on behalf of the applicant and property owner, which was Rowan County, North Carolina. The request was for Airport Industrial (AI) District; Airport Industrial Conditional District (AI-CD) and Rural Residential (RR) for County-owned parcels to be relinquished from Salisbury's extraterritorial jurisdiction (ETJ).

Based on the information in the agenda packet, in 2013, the North Carolina legislature approved a local bill requesting the Airport be de-annexed from Salisbury City limits, but the action did not remove the land area from Salisbury's ETJ. A recent conflict between the City's land development ordinance and an airport-related building project prompted the County to request the City consider relinquishing its ETJ applicable to the Airport. The City was receptive and has scheduled a public hearing on the ETJ recension for September 20, 2022.

North Carolina General Statute § 160D-202(h) provides that when a city relinquishes zoning jurisdiction over an area to a county, the city's regulations remain in effect until the county has adopted jurisdiction over the area or for sixty (60) days from the date of action by the city, whichever is sooner.

The rezoning request consisted of eighteen (18) County-owned parcels currently located in Salisbury's ETJ. All affected parcels were currently zoned Light Industrial (LI) with exception of TP: 460-063 and 460-165, which were GR-6. All parcels have some tangible use or benefit associated with Mid-Carolina Regional Airport.

Mr. Muire highlighted the Zoning Analysis in the agenda packet.
Current Zone: Light Industrial (LI) and General Residential (GR-6)
Requested: Airport Industrial (AI) & AI Conditional District (AI-CD) and Rural Residential (RR)

The majority of affected properties were requested to be zoned the newly created Airport Industrial (AI) district and the airport property was proposed for AI-CD to coincide with the Airport Layout Plan adopted by the County Commission in October 2016. The parcels located on the north side of Rowan Mill Rd were proposed for the RR category.

Continuing with the power point, Mr. Muire noted the site was located in the Western Area Land Use Plan (LUP). Mr. Muire said the LUP was adopted in April 2009 and no recommendations for the Airport were included in the document. Mr. Muire pointed out that geographically, the site was west of I-85 but commercial and industrial recommendations for I-85 and US 29 were found in the Eastern LUP.

Future land use recommendations for this one-mile-wide corridor between Salisbury and China Grove generally suggested commercial, industrial and mixed uses were appropriate in the corridor. Adaptive re-use and aggregating smaller tracts and infill projects; heavy impact uses that utilize the rail corridor; and uses such as light manufacturing, distribution, bio-tech and motorsports were encouraged.

Mr. Muire explained the primary reason for the request was for the County to establish zoning jurisdiction over the area and to promote continued airport operations and encourage new aviation-related business at Mid-Carolina.

Mr. Muire highlighted the compatibility of uses and staff commentary in the report. Mr. Muire stated the Airport Industrial Conditional District (AI-CD) portion of the request was effectively the Airport Layout Plan (ALP) adopted by the County Commission October 2016. The 2016 ALP was a map update to the overall Airport Master Plan (AMP) adopted by the Commission in 2008. Much like a land use plan, the AMP provided guidelines for future development of the Airport and was relied upon by the Federal Aviation Administration (FAA) and North Carolina Department of Transportation (NCDOT) when considering funding and expansion requests. The 2016 ALP was prepared as a supplement to the AMP when it became apparent that due to environmental and financial constraints, the proposed one-thousand-foot (1000') extension to the southern end of the runway would no longer be pursued.

Mr. Muire said the accompanying .pdf in the agenda packet was an excerpt from the 2016 ALP and was proposed for consideration as the AI-CD site plan for future development on Mid-Carolina property.

The Planning Board adopted a Statement of Consistency for consideration or adoption by the Commissioners: Z 07-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western and Eastern Area Land Use Plans based on the fact Mid-Carolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time both plans were adopted. The Z 07-22 application is consistent with the Airport Layout Plan adopted by the County Commission in 2016 and the overall request comprises 578.9 contiguous acres. The proposed locations of the AI, AI-CD and RR districts are reasonably positioned based on current use of all properties involved and are compatible with adjoining properties in the City's jurisdiction. The recommendation for approving the Z 07-22 amendment is reasonable and in the public interest given the City's intent to relinquish its zoning jurisdiction over the affected area.

Furthermore, this adoption is deemed an amendment to the Western and Eastern Area Land Use Plans.

Chairman Edds opened the public hearing to receive citizen input regarding Z 07-22. With no one coming forward to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as recommended by the Planning Board: Z 07-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western and Eastern Area Land Use Plans based on the fact Mid-Carolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time both plans were adopted. The Z 07-22 application is consistent with the Airport Layout Plan adopted by the County Commission in 2016 and the overall request comprises 578.9 contiguous acres. The proposed locations of the AI, AI-CD and RR districts are reasonably positioned based on current use of all properties involved and are compatible with

adjoining properties in the City's jurisdiction. The recommendation for approving the Z 07-22 amendment is reasonable and in the public interest given the City's intent to relinquish its zoning jurisdiction over the affected area.

Furthermore, this adoption is deemed an amendment to the Western and Eastern Area Land Use Plans.

The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Pierce moved approval of Z 07-22 as requested. The motion was seconded by Commissioner Klusman and passed unanimously.

5. Z 08-22: PUBLIC HEARING FOR AMENDMENT TO MID-CAROLINA AZO

Planning Director Ed Muire provided a power point as he presented the staff report for Z 08-22. The current Airport Zoning Overlay (AZO) for Mid-Carolina Regional Airport (RUQ) was adopted October 4, 2004 and height / use limitations were managed by the Rowan County Planning and Salisbury Development Services departments based on jurisdiction.

The RUQ Airport Master Plan (AMP) was adopted by the Commission in 2008 but was amended by a 2016 Airport Layout Plan (ALP) supplement when it became apparent that due to environmental and financial constraints, the proposed one-thousand-foot (1000') extension to the southern end of the runway would no longer be pursued. The 2016 ALP removal of the southern runway extension resulted in a negligible change in the surfaces regulated by the AZO, as well as the removal of the southern transitional and approach surfaces.

Mr. Muire said staff was not aware of the difference in the "zoning" AZO as compared to that of the 2016 ALP until recent discussions about potential ETJ recension were occurring. The 2004 AZO was not updated to reflect the 2016 ALP and therefore, the request for Z 08-22 was needed.

Mr. Muire reviewed the zoning analysis within the staff report.

The Planning Board conducted a courtesy hearing at its August 22, 2022 meeting and provided a favorable recommendation. The Planning Board adopted the below Statement of Consistency and Reasonableness.

Z 08-22 is consistent with the Eastern and Western Area Land Use Plans and reasonable based on the following:

1. The Airport Layout Plan was adopted by the County Commission in October 2016
2. The proposed AZO amendment's removal of the southern approach is a benefit to properties which will no longer be subject to height limitations

3. The proposed AZO amendment is consistent with the Planning Board's recommendations regarding ZTA 03-22 and Z 07-22 to create and apply an airport specific zoning district at Mid-Carolina Regional Airport

Furthermore, this adoption is deemed an amendment to the Western and Eastern Area Land Use Plans.

Chairman Edds opened the public hearing for Z 08-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the Statement of Reasonableness and Consistency as recommended by the Planning Board: Z 08-22 is consistent with the Eastern and Western Area Land Use Plans and reasonable based on the following:

1. The Airport Layout Plan was adopted by the County Commission in October 2016
2. The proposed AZO amendment's removal of the southern approach is a benefit to properties which will no longer be subject to height limitations
3. The proposed AZO amendment is consistent with the Planning Board's recommendations regarding ZTA 03-22 and Z 07-22 to create and apply an airport specific zoning district at Mid-Carolina Regional Airport

Furthermore, this adoption is deemed an amendment to the Western and Eastern Area Land Use Plans.

Commissioner Pierce seconded the motion and the vote passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve Z 08-22 carried unanimously.

Chairman Edds expressed appreciation to the City of Salisbury for their cooperation in helping make the changes. Chairman Edds also praised Mr. Muire and the Planning Department for their expertise and technical assistance through the process.

- **PLEASE NOTE:** At this point in the meeting, County Attorney Jay Dees said the Board was asked to reconsider the agenda. Mr. Dees said there was a request for an addition to the agenda that was time-sensitive and Board approval was needed for acceptance of grant funds for Rowan Public Library.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to add the item to the agenda as #8a passed unanimously.

- Chairman Edds stated the Economic Development Commission (EDC) had informed him the EDC was still working on a project that had been listed on the

Consent Agenda as Item K (Request for Public Hearing - Lichtin Speculative Project). Chairman Edds requested the Board strike Item K from the Consent Agenda.

Commissioner Greene moved to strike Item K from the Consent Agenda. The motion was followed by a second from Commissioner Klusman and passed unanimously.

6. VAYA HEALTH UPDATE

Zack Shepherd, Community Relations Regional Director for Vaya Health, provided a power point as he presented an update regarding Vaya Health services.

Mr. Shepherd discussed increased demand and limited resources as follows -

Since the end of the pandemic there has been a rising increase in:

- The need for child and adult mental health and substance-use services across NC.
- The loss of mental health, substance use, and I/DD professionals leaving the profession.

Additionally, the expansion of new health plans in NC and the ability for staff to accept remote positions nationally has created significant competition on local limited NC staffing resources. These factors have created waitlists for services across the healthcare system.

Vaya has been working with providers to meet the challenges while trying to expand and develop new service opportunities across the Vaya region.

Mr. Shepherd discussed efforts by Vaya to increase outpatient rates at Crisis Walk-in Centers and the strategies to address workforce challenges.

With regards to a state-wide child and youth improvement initiative, Mr. Shepherd reviewed the improvement areas.

The presentation included county data highlights as to members served by age and disability type through March 2022. Rowan County was shown as the top location for both where Medicaid members received services and non-Medicaid members received services.

7. HEALTH DEPARTMENT – RESOLUTION FOR OPIOID SETTLEMENT FUNDS

Alyssa Harris, Public Health Director, provided a power point as she presented the recommendation from the Rowan County Board of Health (BOH) regarding the County's Opioid Settlement Memorandum of Agreement (MOA) for the spending and work plan for the Rowan County Opioid Settlement Funds (Funds). Prior to the Funds being

spent, the Board of Commissioners must adopt a resolution or ordinance to approve the plan of spending for these funds.

Using the power point, Ms. Harris presented and discussed the Opioid Settlement Work Plan, Logic Model, and Budget Narrative for years one (1) through three (3) for a plan to address the opioid epidemic in the County. The plan followed the Option A strategies as listed in the Opioid Settlement MOA.

Due to the nature of the funding, the Rowan County Health Department (HD) plan spanned the entirety of the expected funding distribution per the MOA. Ms. Harris highlighted the budget for years 1-3 with the anticipation the HD would come back to the Commissioners every three (3) years to present the new budget due to the changing nature of the opioid epidemic. According to Ms. Harris, the Logic Model and work plan would also adjust over time; however, the basic tenants remain in line with the MOA as provided.

Following the presentation, the Board was asked to approve a *Resolution Approving the Spending Plan for Proceeds Relating to the Settlement of Opioid Litigation Consistent With the Memorandum of Agreement*.

Chairman Edds said the Board would be interested in seeing the progress and how the HD was approaching each of the areas. Ms. Harris stated the information would be public and the HD would be able to determine if it was making a difference.

In response to an inquiry from Commissioner Greene both Ms. Harris and Dari Caldwell, Chair of the Board of Health, discussed babies being born with addiction and the complexities of getting people off drugs during pregnancy.

Chairman Edds said the Commissioners had confidence in the Board of Health and would trust the Board of Health to let the Commissioners know if the plans were not working.

Commissioner Caskey expressed appreciation to Ms. Harris and the Board of Health for the information. Commissioner Caskey said he understood more funds might become available in the future and he thanked the HD for putting the County “ahead of the curve”.

Chairman Edds also thanked Ms. Harris for the presentation.

Commissioner Klusman moved to approve the work plan. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the Resolution passed unanimously. The Resolution read as follows:

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and approved a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, Local Governments are required to prepare a Spending Plan consistent with NC Department of Justice standards and subject to the reporting requirements for Community Opioid Resources Engine for North Carolina (CORE-NC); and

WHEREAS, The Rowan County Health Department has proposed a spending plan (the "Plan") that is attached as Exhibit A, setting forth the spending strategies and time frames for each, and intends to spend all Opioid Settlement Funds according to the Plan as the same may be amended or updated from time to time; and

WHEREAS, the NC Department of Justice requires that the Board of Commissioners adopt a Resolution Supporting the Spending Plan.

NOW, THEREFORE BE IT RESOLVED, Rowan County hereby approves the Plan and the future spending of Settlement Proceeds consistent with the Plan. Furthermore, Rowan County authorizes the County Manager and the Health Director to take such measures as necessary to comply with NC Department of Justice requirements and CORE-NC reporting requirements, including executing any documents related to such authority. Be it further resolved copies of this resolution and the Spending Plan shall be submitted to the appropriate agency.

8. TOURISM ARPA REQUEST – COUNTY WAYFINDING SIGNAGE

Note: This item was removed from the agenda at the beginning of the meeting.

ADDITION

8a. GRANT AWARD TO ROWAN PUBLIC LIBRARY FOR RECORDS PRESERVATION PROJECT

Ann Kitalong-Will, Director of Grants Administration and Government Relations, reported Rowan Public Library was awarded a grant from Mariam and Robert Hayes Charitable Trust for the Records Preservation Project (Project). Ms. Kitalong-Will stated the Project was a collaboration between the Library and Salisbury Post to digitize the Post's "morgue" documents and make this service available to the public. The grant award was in the amount of \$25,000 and must be accepted by September 30, 2022.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to accept the \$25,000 grant agreement passed unanimously.

The grant agreement was submitted as follows:

**GRANT AGREEMENT BY AND BETWEEN
Mariam & Robert Hayes Charitable Trust
AND
Rowan County on behalf of Rowan Public Library**

THIS GRANT AGREEMENT (the "Agreement") is made and entered into the 30th day of August 2022, by and between Mariam & Robert Hayes Charitable Trust (the "Trust") and Rowan County on behalf of Rowan Public Library (the "Recipient").

WITNESSETH:

A. The Recipient is a not-for-profit corporation organized and existing under the laws of the State of North Carolina and is recognized as tax exempt by the Internal Revenue Service pursuant to Sections 501(c)(3), 509(a) and 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

B. The Recipient requested a grant from the Trust in the amount of twenty five thousand dollars (\$25,000) (the "Grant") to support the Records Preservation Project - Equipment (the "Project").

C. The Trust desires to make the Grant to Recipient to be used to support the Project.

D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants herein contained, the receipt of which is acknowledged, the parties agree as follows:

THE GRANT

Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.

The Trust agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.

The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Trust. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Trust shall request. The annual report shall be due to the Trust annually on the anniversary of the distribution of the Grant to the Recipient. Within thirty days of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Trust detailing the information required in an annual report. The Trust may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

A. The Recipient is a body politic and corporate of the State of North Carolina and is recognized by the Internal Revenue Service as a governmental unit to which charitable contributions can be made as referenced in Sections 509(a), 170(b)(1)(A)(v), and 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

RECOGNITION

In the event that the Recipient wishes to recognize the Trust or the Grant in any publications, press releases, announcements or otherwise, the Recipient must receive prior written approval from the Trust. All advertising, publication, display or other use of the Trust's name shall be in good taste and shall not violate community standards so as not to damage the reputation of any party.

UNFORESEEABLE CIRCUMSTANCES AND TERMINATION

In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

This Agreement shall terminate upon the earlier to occur of (i) the Trust's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

TAX STATUS

The Recipient affirms that contributions to it are recognized as tax exempt by the Internal Revenue Service pursuant to and subject to the limitations appearing in Sections 509(a), 170(b)(1)(A), and 170(c)(1) of the Code. The Recipient shall notify the Foundation of any change in its tax status or if its tax status is under audit or being reviewed by the Internal Revenue Service for tax years before the award of the Grant or during any period that Grant funds are being expended.

MISCELLANEOUS

Jurisdiction. This Agreement is executed in and shall be governed by the laws of the state of North Carolina.

Amendment. This Agreement may be amended at any time upon written agreement signed by all parties.

Non-Waiver. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.

Assignment. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Trust and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Trust: Mariam & Robert Hayes Charitable Trust
P.O. Box 548
Concord, NC 28026

If to the Recipient: Rowan Public Library
201 W. Fisher St.
Salisbury, North Carolina 28144

9. PURCHASE OF Lenco ARMORED VEHICLE

Sheriff Kevin Auten and Captain Randy St. Clair presented the request for the purchase of a Lenco armored vehicle, also known as a Bearcat, for the Rowan County Sheriff's Office (RCSO). Sheriff Auten discussed the need for the vehicle and explained how its purpose would save lives. Sheriff Auten said the County had been borrowing the vehicle from other counties in the past.

The purchase would be through the North Carolina Sheriff's Association contract. The Sheriff had identified \$130,000 from asset forfeiture funds and the remaining balance of \$194,852 would need to come from the General Fund -Fund Balance appropriation.

Captain St. Clair introduced himself and stated he had served with Rowan County law enforcement for 42 years. Before beginning the presentation, Captain St. Clair stated he was a big proponent of having the State Highway Patrol (Patrol) at the Mid Carolina Regional Airport and the new public safety hangar that would be built for the Patrol. Captain St. Clair mentioned the benefits of the aerial support the Patrol provided to law enforcement and said he was happy they would be able to remain in Rowan County.

Captain St. Clair stated that years ago he had been one of the first six (6) members selected to the Special Response Unit and now he was the last member of the six (6) that had been selected. Using a power point, Captain St. Clair discussed the need for the vehicle and explained the safety aspect for both law enforcement and the public. Captain St. Clair said the vehicle would help with hostage situations, as well.

Commissioner Klusman asked about changing the paint color from the green shown in the photo.

Commissioner Caskey (also a Charlotte Mecklenburg police officer) stressed the Bearcat was for the safety of both citizens and officers. Commissioner Caskey said from his own experience the subjects typically give up when the vehicle shows up. Commissioner Caskey said the subjects want to hurt themselves and want the officers to shoot them; however, the trucks give officers the opportunity to talk to them. Commissioner Caskey said the citizens know the vehicle is there for protection. Commissioner Caskey said a county the size of Rowan should not be borrowing the equipment from other agencies.

The request was for authorization to purchase the vehicle for an amount not to exceed \$324,852 and to approve the budget amendment included in the agenda packet.

Commissioner Pierce moved to pursue the purchase of the Lenco armored vehicle. The motion was seconded by Commissioner Klusman and passed unanimously.

Chairman Edds thanked Captain St. Clair and said the Board honored his many years of service.

At this point, Chairman Edds took a moment to recognize Assistant County Manager/Chief Information Officer Randy Cress for his birthday. Chairman Edds humorously described Mr. Cress as “the brain” of the County and he stated Rowan was a better community because of Mr. Cress.

10. INVESTMENT POLICY AND INVESTMENT TRADING RELATIONSHIP AGREEMENT POLICY

County Manager Aaron Church provided a power point and explained the purpose of the Investment Policy was to provide a framework for the County to use in the responsible administration of all county funds and the investment of those funds. The objective of the policy and its associated investment program were to responsibly preserve and protect County capital and to earn the highest possible market rates of return. The policy satisfied the requirements of North Carolina General Statute (NCGS) § 159-30.

Mr. Church described how the investment policy would work for the County. He also highlighted the recommended restrictions for investments. Mr. Church noted the Internal Auditor would review the investments annually for compliance.

Commissioner Greene inquired as to the longest length of time the County’s funds would be tied up. Mr. Church said the policy limited staff to five (5) years; but he said the Board could set the timeframe it wanted. Based on the current economy, Mr. Church recommended the investments be for one (1) year.

Chairman Edds said the County did not previously have an investment policy in place and he expressed appreciation to Mr. Church for his financial governance.

Chairman Edds moved, Commissioner Greene seconded and the vote to approve the Investment Policy and Investment Trading Relationship Agreement Policy passed unanimously.

11. FINANCIAL REPORTS

Finance Director Anna Bumgarner presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of August in FY 2023 - \$24,279,760
- Annual Cumulative Revenue Comparisons as of August in FY 2023 - \$60,240,958
- Annual Cumulative Sales Tax Comparisons as of June in FY 2022 - \$36,902,037
- Monthly Sales Tax Comparisons as of June in FY 2022 - \$3,337,810
- Annual Cumulative Current Year Property Tax Comparisons as of July in FY 2023 - \$43,916,551

12. BUDGET AMENDMENTS

Finance Director Anna Bumgarner presented the following budget amendments for the Board's consideration:

- Finance – Recognize reserved funds from FY 2022 for Animal Services Grants and donations. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditure in the new fiscal year. \$47,611
- Finance - Recognize reserved funds from FY 2022 for Register of Deeds. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditure in the new fiscal year. \$124,503
- Finance - Recognize reserved funds from FY 2022 for Environmental Management. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditure in the new fiscal year. \$74,472
- Finance - Recognize reserved funds from FY 2022 for the Library. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditure in the new fiscal year. \$46,367
- To appropriate fund balance and expenditures for FY 2022 General Fund encumbrances. \$36,000
- Recognize reserved funds from FY 2022 for Health Department Cardinal Innovations. Reserved funds represent money received by a department for a restricted purpose. The funds not spent by year-end are budgeted for expenditure in the new fiscal year. \$19,576
- Finance – Budget for the State Library of North Carolina Bright Ideas Grant approved by the Board of Commissioners. \$9,900
- Finance – Revenue and expenses for ARPA funds for FY22 to FY 23. \$1,100,000

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

13. CLOSED SESSION

Chairman Edds moved at 8:39 p.m. for the Board 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 August 1, 2022 and August 15, 2022; and in accordance with North Carolina General Statute 143.318(a)(3) for attorney-client privileged communication regarding potential litigation. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Pierce moved the Board return to Open Session at 9:41 p.m. The motion was seconded by Commissioner Greene and passed unanimously. No action was taken.

14. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:41 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: September 12, 2022
SUBJECT: Thanksgiving Office Hours

ATTACHMENTS:

Description

Memorandum

Upload Date

9/12/2022

Type

Cover Memo



Rowan County Board of Commissioners
130 West Innes Street, Salisbury, NC 28144
(704) 216-8181

To: Rowan County Board Commissioners

From: Carolyn Barger, Clerk to the Board

Date: September 22, 2022

Subject: Thanksgiving Office Hours

Rowan County Government has historically closed at 1:00 p.m. on the day before Thanksgiving due to road closings for the holiday parade, which travels through both downtown Spencer and Salisbury.

The Board is asked to consider allowing County offices to close at 1:00 p.m. on November 23, 2022. The early closing represents a five (5) hour workday and employees must work the full five (5) hours (no lunches) to receive credit for the full day. All Department Directors will be responsible for ensuring their office remains staffed and fully operational until 1:00 p.m.

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: Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE: 10/3/2022
SUBJECT: Sole-Source Zoho Corporation

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Information Systems uses Zoho Corporation software county-wide to assist with managing the active directory and reporting requests, as well as user communication. This agreement is to provide an annual subscription agreement with Zoho Corporation, not to exceed \$5,395.00.

Board of Commissioners authorize the County Manager to approve an annual subscription agreement with Zoho Corporation, not to exceed \$5,395.00.

ATTACHMENTS:

Description	Upload Date	Type
Letter From Randy Cress for Sole Source	9/20/2022	Cover Memo
Zoho Quote	9/20/2022	Cover Memo



Rowan County Information Technology

Randy J. Cress - Chief Information Officer

130 West Innes Street Suite 310 • Salisbury, NC 28144

Telephone 704-216-8114 • Fax 704-216-8126

September 14, 2022

To: Rowan County Finance/Purchasing Departments

Re: Contract Entry Request for Zoho Corporation

Zoho corp. is a sole-sourced vendor whose software is proprietary in nature. This software is used county-wide to assist with managing the active directory and reporting requests, as well as user communication. We would respectfully request to continue our subscription to this service.

Respectfully,

Randy J. Cress

Assistant County Manager/Chief Information Officer



ZOHO Corporation
4141 Hacienda Drive
Pleasanton, CA, USA, 94588
Phone : +1-925-924-9500
Fax : +1-925-924-9600
<http://www.manageengine.com>

PART NO	Description	Quantity	Amount
87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 1 Domain (Unrestricted Objects) with 10 help desk Technician	1	5395.0
Grand Total (US \$)			5395.0

Terms And Conditions

1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

100% is due to ZOHO Corp after downloading the software with an official software key that is provided by ZOHO Corp.

3. Payment Mode

ZOHO Corp. accepts payments through credit card. Please contact sales@manageengine.com for payment particulars.

4. License Terms

(a) Deployment of software applications developed with ZOHO Corp OEM products outside the development environment may require purchase of deployment license. If you have purchased an ZOHO Corp OEM product and wish to deploy the developed software application outside the development environment, contact ManageEngine Sales for details of applicable deployment fees.

(b) Please refer to ZOHO Corp Software Licensing Terms. ZOHO Corp will be pleased to send you a copy on request

5. Price of the software are exclusive of tax, fees or levies.

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: Jody Farrow-Bennett; Purchasing Director & Chief Allen Cress; EMS Director
DATE: 10/3/2022
SUBJECT: Sole-Source EMS Technology Solutions LLC

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Telecommunications EMS uses EMS Technology Solutions, LLC for annual inventory and asset management. This agreement is to provide annual service on essential equipment. Annual Maintenance will not exceed \$8,280.00.

Board of Commissioners authorize the Purchasing Director to approve an annual service agreement with EMS Technology Solutions, LLC not to exceed \$8,280.00.

ATTACHMENTS:

Description	Upload Date	Type
Contract 23304	9/20/2022	Cover Memo

EMS TECHNOLOGY SOLUTIONS, LLC
 OPERATIVE IQ
 3781 TRAMORE POINTE PKWY
 AUSTELL, GA 30106
 EIN: 26-1571889

Invoice

Date	Invoice #
8/28/2022	46744

Bill To
ROWAN COUNTY EMS 2727 OLD CONCORD RD. STE. E SALISBURY, NC 28146 USA

Ship To
ROWAN COUNTY EMS 2727 OLD CONCORD RD. STE. E SALISBURY, NC 28146

		P.O. Number	Terms	Due Date
			NET 45	10/12/2022
Part #	Quantity	Description	Rate	Amount
IQ10018	14	ANNUAL INVENTORY & ASSET MANAGEMENT LICENSE	360.00	5,040.00
IQ10092	1	ANNUAL NARCOTICS TRACKING LICENSE (SINGLE SAFE)	3,000.00	3,000.00
IQ10102	2	ANNUAL NARCOTICS TRACKING LICENSE (ADDITIONAL SAFE) SERVICE PERIOD AUGUST 28, 2022 - AUGUST 27, 2023	120.00	240.00
		REVISED INVOICE NC - ROWAN COUNTY (7%)	7.00%	0.00

Updated Purchase Orders can be sent to accounting@operativeiq.com.

Call us at 877-217-3707 ext 111 for questions regarding this invoice.

Automatically pay invoices by ACH or Credit Card by creating a Bill.com account.

View and Pay Invoices online at <https://app.bill.com/p/operativeiq>

Total	USD 8,280.00
Balance Due	USD 8,280.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: September 21, 2022
SUBJECT: Satisfactions for HOME Rehabilitation Deeds of Trust

BACKGROUND

The County's Housing Programs Administrator, Salisbury Community Development Corporation (CDC), has identified several homeowner rehabilitation projects in which the homeowner has satisfied their residency obligation as a condition of the loan agreement. In general, these owner-occupied rehabilitation projects funded thru the HOME program stipulate the owner must reside in the home for eight (8) years after completion of the project; 1/8 of the loan amount is forgiven annually.

The County Attorney has reviewed and confirmed the Deeds of Trust for the following projects have matured past the date of compliance and owner has complied with the terms.

1. Rhodes, Rick A. and Lori .P;
2. Stancil, Stephen A. and Judith H.;
3. Brown, Barry Alexander and Virgie Sue;
4. Gray, Lee H. and Mary Ann Phillips;
5. Wise, Dorothy C.;
6. Wyatt, Toni Shelton; and
7. Overcash, Jeffrey Clyde.

RECOMMENDATION

- Authorize Finance Director Anna Bumgarner to sign the attached Satisfactions for each of the above referenced projects.
- Authorize County Attorney to file the completed Satisfactions with the Rowan County Register of Deeds.

ATTACHMENTS:

Description	Upload Date	Type
Rhodes Satisfaction	9/21/2022	Exhibit

Stancil Satisfaction	9/21/2022	Exhibit
Brown Satisfaction	9/21/2022	Exhibit
Gray Satisfaction	9/21/2022	Exhibit
Wise Satisfaction	9/21/2022	Exhibit
Wyatt Satisfaction	9/21/2022	Exhibit
Overcash Satisfaction	9/21/2022	Exhibit

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Rick A. Rhodes and wife, Lori P. Rhodes
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1233 at Page 33
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Stephen A. Stancil and wife, Judith H. Stancil
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1228 at Page 435
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Barry Alexander Brown and wife, Virgie Sue Brown
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1218 at Page 532
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Mary Ann Phillips Gray and Lee H. Gray
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1233 at Page 35
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Dorothy C. Wise
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1237 at Page 661
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Toni Shelton Wyatt, Separated
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1238 at Page 852
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Jeffrey Clyde Overcash
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1241 at Page 426
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

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: 9/23/22
SUBJECT: Schedule Public Hearing for HLC 02-22

The Rowan County Historic Landmarks Commission (HLC) received an application from John Carlyle Sherrill to establish the John Carlyle and Anita Sherrill House as a Rowan County historic landmark. The John Carlyle and Anita Sherrill House is located at 14175 NC 801 HWY. further referenced as Rowan County Tax Parcel 566-048. The applicant wishes to designate the exterior of the house along with the 1.18 acre lot it sits on.

Schedule a public hearing for October 17, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/22/2022	Cover Memo
Designation Report	9/22/2022	Cover Memo
Letter from SHPO	9/22/2022	Cover Memo
GIS Map	9/22/2022	Cover Memo



**402 North Main Street Suite 204
Salisbury, NC 28144**

Phone: 704-216-8588 |

Aaron.Poplin@rowancountync.gov

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: September 23, 2022
RE: **HLC 02-22**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Schedule public hearing for **HLC-02-22** For October 17, 2022

REQUEST

In January of 2020, the Rowan County Historic Landmarks Commission (HLC) received an application from John Carlyle Sherrill to establish the John Carlyle and Anita Sherrill House as a Rowan County historic landmark. The John Carlyle and Anita Sherrill House is located at 14175 NC 801 HWY. further referenced as Rowan County Tax Parcel 566-048. The applicant wishes to designate the exterior of the house along with the 1.18 acre lot it sits on.

BACKGROUND

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended nine (9) other structures for designation:

The HLC wishes to recognize the John Carlyle and Anita Sherrill House because it is locally significant under the category of architecture. The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and one of the rare

examples of the style erected as farm seats The John Carlyle and Anita Sherrill house is historically significant to Rowan County is culturally significant as the home of one of Rowan County's most important entrepreneurial families

**STATE HISTORIC
PRESERVATION OFFICE
COMMENTS**

On September 9, 2021 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the John Carlyle and Anita Sherrill. Ms. Brantley stated the report had significant information for a local governing board to determine if the house has local significance. SHPO recommended a few changes to the report to recognize that the repairs and additions stayed in character with the original construction and Colonial Revival style.

HLC COMMENTS

Based on these comments and the revised report, the HLC recommends approval of the *John Carlyle and Anita Sherrill House* as a Rowan County historic landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *John Carlyle and Anita Sherrill House* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On August 9, 2022, the HLC conducted a courtesy hearing to receive comments regarding the John Carlyle and Anita Sherrill House designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of John Carlyle and Anita Sherrill House.

PLANNING STAFF COMMENTS

- Staff supports the designation of the St. Andrew's Episcopal Church and Cemetery.

I. General Information

1. John Carlyle and Anita Sherrill House
2. 14175 NC 801 HWY. Mt Ulla, NC 28125
3. Tax parcel # 566 048
4. John Carlyle Sherrill
5. 14175 NC 801 HWY. Mt Ulla, NC 28125
6. Appraised value: House 214,365 Building site 31,860

II. Abstract

The John Carlyle and Anita Sherrill House is a two-story Colonial Revival Farmhouse built 1937-38. It is located on 1.75 acres on NC HWY 801 in the Rowan County village of Mt. Ulla. It is significant to Rowan County for architectural and cultural importance. It is one of a very few remaining Colonial Revival farmhouses in Rowan County. Additionally, the builder of this home, as well as, the builder's family contributed heavily to the economic development of Mount Ulla and Western Rowan County by developing a milling industry and other commercial/retail businesses in the area. Without the Sherrill-Carlyle family it is unlikely that the village of Mount Ulla would have developed. The house along with 1.18 acres are to be included in the local designation.

III Historical Background

The John Carlyle and Anita Sherrill House is one of the two architectural landmarks in Mount Ulla. This house along with the Rankin-Sherrill House on the adjacent lot (NHR #82003508) stand as the principal reminders of the family's milling and mercantile operations in the village, spanning three generations of ownership, and the critical role of John Carlyle Sherrill in shaping the civic and commercial life of Mount Ulla in the first half of the twentieth century.

The history of this house and the role of John Carlyle Sherrill (1884-1948) as a successful merchant, miller, and leading citizen of Mount Ulla until his death in 1948, begins with the family's relocation from Catawba County to the fertile fields of western Rowan County in December 1884.

Adam Elliott Sherrill (father of John Carlyle Sherrill) who established the family at Mount Ulla was the great-great-great-grandson of pioneer Adam Sherrill (ca. 1699-ca. 1774), a native of Maryland, who migrated south on the Great Wagon Road and crossed the Catawba River in 1747 into what was then Indian territory and is now Catawba County. The point of his crossing has thereafter been known as Sherrill's Ford.

The Sherrill Family Moves to Mount Ulla

1. On 26 November 1884 Adam Elliott Sherrill purchased a tract of 148 acres in Mount Ulla from John W. Poteat and his wife. The Poteat property apparently included a house which the Sherrill family moved into in December 1884. Just over a year later Adam Elliott Sherrill acquired 260.75 acres from Sylvester Chalmers Rankin which included an antebellum Greek Revival-style brick house built by Dr. Samuel D. Rankin. In 1886, the Sherrill family moved into the Dr. Rankin house. Adam Elliott Sherrill's purchase of the Rankin property also included a frame store building in which Chalmers Rankin had operated a general mercantile business. The store re-opened by the Sherrills and offered rural residences groceries, clothing, hardware, seeds, fertilizers, agricultural supplies and other merchandise. This store was operated by three generations of the Sherrill family until it closed in 1966.

The Sherrill Family's Milling and Mercantile Operations

Adam Elliott Sherrill prospered in his agricultural and mercantile operations and fortune continued to benefit him and his family in the closing decade of the nineteenth century. In about 1897, the route of the North Carolina Midland Railroad was devised through Mount Ulla. Adam and Josephine Sherrill conveyed a portion of their property to the railroad along their northern border. A depot was built on this tract, and Adam Elliott Sherrill was appointed agent for the railroad and the depot supervisor.

Railroad transportation and links to markets and towns in a larger region presented Mr. Sherrill and his neighbors at Mount Ulla with new opportunity. On 26 October 1899, Mr. Sherrill, Robert Cowan Knox, and John Knox Goodman formed the Mount Ulla Roller Mill Company. They built a large, three-story wood frame mill on the Sherrill property. Mr. Sherrill and his partners clearly saw the potential of buying grains grown locally, milling said grains into flour and meal for both human and animal consumption, and selling their products locally, regionally, and in the area beyond. Grains brought to their mill by wagon and rail would be converted to products that the railroad could easily transport to a wide market.

After his father died, it was John Carlyle Sherrill who came to the aid of his mother in the operation of the family farm, the store, and the Mount Ulla Roller Mill Company. His son, John Carlyle Sherrill Jr. (1914-1987) recalled his rise to the occasion in an article published in the Salisbury Post on the closing of the family store in 1966. "He (Mr. Sherrill Sr.) was a student at old Trinity College when his father died. He quit his studies at Trinity and came home to help run the business." The farm prospered, as did the store. However, the roller mill operation failed for reasons now unknown. In 1914, the Mount Ulla Roller Mill Company was formally dissolved. Six years later, John Carlyle Sherrill with a renewed interest in milling, formed the Mount Ulla Flour Mills and erected a three-story frame building with a basement in 1923. In time the mill came to include a sizable two-story shed addition, a one-story shed, and concrete grain silos. This enterprise was successful and physically enhanced Mount Ulla's role as a commercial trading center in western Rowan County.

The Houses of John Carlyle and Anita Sherrill

2. On 25th of October in 1911, John Carlyle Sherrill, then twenty-seven years old, married Anita Miller, a native of Mocksville, NC. She was a graduate of the University of North Carolina at Greensboro and a school teacher. John Carlyle and Anita Sherrill established themselves in a one-story frame Queen Anne- style cottage at 665 Grampian Road. They resided in that house until 1931. Four children were born to the couple: John Carlyle Sherrill Jr. (1914-1987), William Miller Sherrill (1917-1918), Margaret Hill Sherrill (1922-1922) and Sarah Josephine Sherrill (1924-2000).

Josephine Sherrill, the widow of Adam Elliott Sherrill, decided to subdivide the family's real estate holdings following the death of her oldest daughter in 1915. She retained possession of the Rankin-Sherrill Homeplace and the store, but the remaining 413-plus acres were divided among her five surviving children and the minor heirs of her deceased daughter. Whether this was done to encourage each of the six to build close to Mrs. Sherrill or to build up the village is unclear, but only three of the six heirs would eventually build on these lots.

3. **Construction Date 1938:** In June 1920, Price Sherrill and his wife, Carolyn Miller, a younger sister of Anita (Miller) Sherrill, built a large frame bungalow on lot number three. They also erected the frame two-car garage which remains. In 1931 Price and Carolyn decided to relocate from Mount Ulla to Mooresville and subsequently sold the large bungalow residence to Anita M. Sherrill. Anita and John Carlyle Sherrill moved their household from the Grampian Road to the Price Sherrill bungalow. Their enjoyment of the house was relatively short lived. In mid-1936, a fire broke out on the second story and eventually consumed the entire house. John & Anita Sherrill and their three children moved into rooms on the second story of the store and resided there until March of 1938 during the building of this house which is the subject of this Rowan County Landmark Application.

The source of the design of the house is not known. However, it was constructed by Charles Henry Brown of Troutman, North Carolina. The house was erected slightly east of the site of the Price Sherrill bungalow and northeast of the frame garage which the Sherrill family continued to use. Its brick construction and symmetrical façade repeated features of the antebellum Rankin-Sherrill house while its Colonial Revival style was in contrast to the Greek Revival character of the earlier home. Mr. and Mrs. Sherrill occupied the house until their deaths. Several of the house's six second-story bedrooms were also rented to Mrs. Sherrill's fellow teachers at the Mount Ulla School in the 1930s and 1940s.

Ancillary Development in Mount Ulla

John Carlyle Sherrill was engaged in two major building projects at Mount Ulla in the 1920s. First, in 1923, he moved the two-story nineteenth-century frame store back on the store lot to the south and erected a sizable two-story brick store building. Its symmetrical façade featured a centered, recessed first-story entrance flanked by large plate glass display windows, and a five-bay second-story elevation below a horizontal recessed brickwork panel. Later, in 1930, Mr. Sherrill entered into a lease agreement with the Standard Oil Company of New Jersey (Esso) to install gasoline pumps at the front of the store.

On Friday evening, 7 November 1947, a fire began burning in the frame mill while only three millers were at work, effectively destroying the mill in the space of a few hours. The Salisbury Post gave front-page coverage to the fire under a headline, “\$150,000 Fire Consumes Mount Ulla Mill and Grain”. John Carlyle Sherrill did not see the rebuilding of the Mount Ulla Flour Mills. Mr. Sherrill died in Lowrance Hospital, Mooresville, on 26 February 1948. His obituary, published on the front page of the Salisbury Post on 27 February 1948 described him as “One of the best known and most influential citizens of Western Rowan County”. Anita Miller Sherrill survived her husband by thirty-nine years, dying on 11 December 1977. During this period the mill at Mount Ulla was enlarged and rebuilt in brick and operated by their son John Carlyle Sherrill Jr. (1914-1987) who resided with his wife and four children in the Rankin-Sherrill House. Mr. John Carlyle Sherrill, Jr. operated the store into June 1966. As it neared its closing, the concern operated by three generations of the Sherrill family was described by staff writer Heath Thomas as “Rowan County’s oldest country store” in an article published in the Salisbury Post on 29 May 1966 under the caption “Old Rowan Store to Close Doors.” An editorial published in the same newspaper concluded with a lament. “After visiting Sherrill’s Store now, one walks away with a feeling that he is looking back for the last time forever at something that is forever gone.” It was about this time that John Carlyle Sherrill Jr. ceased the personal management of the flour mills and leased the mill facility to Coastal Mills of Johnson City, Tennessee. The mill was also rented for a time to Ward Ratledge.

Lastly, a portion of the building was used as a feed store into the early 1980s. From about 1985 the mill building and its grain bins stood unused.

The John Carlyle Sherrill Home from 1977 to Present

Following Anita Miller Sherrill’s death in 1977, her heirs conveyed this house to John Carlyle Sherrill Jr. On 31 August 1980 John Carlyle Sherrill Jr. and his wife conveyed this house and grounds of 1.180 acres to their only son, John Carlyle Sherrill III (b. 1953) and his wife, Susan (Reid) Sherrill who were married in 1977. Five years later, in 1985, a sliver of land on the east side of this house, 0.142 acres, was added by the Sherrills to their son’s holdings. In 1988, as part of their divorce settlement, Susan Reid Sherrill conveyed the house and its grounds to John Carlyle Sherrill III. Mr. Sherrill, his second wife, April Eddinger (b. 1962), who were married in 1994, and their family continue to occupy the John Carlyle and Anita Sherrill House.

4 Additions and alterations:

Date: Ca 1980 During John Carlyle Sherrill III’s ownership and occupation of his grandparents’ house, it has remained virtually unchanged except for the renovations in the kitchen. However, changes have occurred in the appearance of the family compound at the heart of Mount Ulla.

Date: Ca 2001 Originally, the terrace carried fully across the north elevation of the sun parlor; however, that eastern most portion of the terrace, damaged by freezing water that penetrated the mortar, has been taken up prior to rehabilitation.

Date: Ca 1990 The present owner has added an open wood deck across the south front of the porch with steps descending to ground level off its east and west ends.

September 1989: Damage incurred as a result of strong winds and small tornados during Hurricane Hugo on 22 September 1989. The oak grove that shaded the lawn and grounds of the Sherrill House was decimated that day when thirteen oaks, a walnut tree, a pine tree, and a locust tree were downed by the wind and had to be removed. Shade trees were also lost on the adjoining grounds of the Rankin-Sherrill House. Some replanting on both properties has occurred.

IV. Assessment

1. Description of significance:

The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and one of the rare examples of the style erected as farm seats.

The Sherril-Carlyle House is historically significant to Rowan County architecturally as one of the few remaining Colonial Revival farmhouses. It is culturally significant as the home of one of Rowan County's most important entrepreneurial families.

The Sherrill-Carlyle House is one of the two architectural landmarks in Mount Ulla. This house along with the Rankin-Sherril House on the adjacent lot (NHR #82003508) stand as the principal reminders of the family's milling and mercantile operations in the village, spanning three generations of ownership, and the critical role of John Carlyle Sherrill in shaping the civic and commercial life of Mount Ulla in the first half of the twentieth century.

In 1937-38, when this house was built, it was the seat of Mr. Sherrill's farming operations while also the home of Mount Ulla's merchant and mill owner. As such, it represents an important example of the final phase of important farmhouse construction in rural Rowan County that closed with World War II. After the war, there was very little important domestic building in the Rowan countryside as textile mills lured returning veterans to their plants along with many of the county's others sons and daughters. When the agricultural economy enabled the construction of the next generation of farm residences, they were a rural variant of one-story suburban Ranch houses.

2. Architectural Description:

The John Carlyle and Anita Sherrill House, a well-preserved two-story Colonial Revival-style brick house, meets National Register Criterion C and holds local significance in the area of architecture. National Historic Register of Historic Places #09000704. The house was begun in the second half of 1937, probably in the autumn, and completed in about March 1938, when Mr. and Mrs. Sherrill and their family occupied it. The Sherrill House has remained remarkably intact and little changed during its sixty-year existence. It remained the home of its builders through the death of Mr. Sherrill in 1948, and until the death of Mrs. Anita Sherrill in 1977. Having been rented for about two years, it became the property and the residence of the

Sherrill's grandson, John Carlyle Sherrill III, in 1980, and the Sherrill House remains his home to the present. During those six decades, the only change of any note occurred in the kitchen. In its form, plan, materials, pre-World War II finish, craftsmanship, and feeling, the John Carlyle and Anita Sherrill House reflects the final chapter in the long history of the Colonial Revival style in Rowan County.

The symmetrical north-facing façade of the Sherrill House is three bays wide. Its architectural development is focused on the central entrance and the one-story, one-bay porch that shelters it. The classically-finished porch is supported by trios of wood Tuscan columns at its northeast and northwest front corners. Its molded frieze rises to a flush sheathed eave of beveled boards. The columns stand on a floor paved with broken terra cotta tiles, enframed in a soldier-course brick border that extends as an open terrace to the east. Originally, the terrace carried fully across the north elevation of the sun parlor; however, that eastern most portion of the terrace, damaged by freezing water that penetrated the mortar, has been taken up prior to rehabilitation. The house's arch-headed entrance is enframed by a flush soldier-course surround. The six-panel door retains its original brass hardware. It is flanked by eight pane sidelights above molded panels and surmounted by a Federal-style fanlight with wood tracery. The flanking bays on the first-story elevation contain large three-part windows that illuminate the living and dining rooms in the house's northeast and northwest corners, respectively. On the second story, openings holding paired sash windows flank a smaller window that illuminates a bathroom between the front corner bedrooms.

The west elevation of the house has a generally symmetrical four-bay elevation. Complementing openings holding paired sash windows are set in the near center of the elevation. The north "third" of the elevation has a symmetrical two-bay fenestration with single windows in complementing positions on each story. In the south portion of the wall small paired sash windows appear on the first story, positioned above the interior kitchen sink, while a single window is located above on the second story. A single small window, replicating the size of those in the kitchen, appears in the west face of the shallow one-story projecting, shed-like bay that contains the pantry. Small four-pane windows at the base of the elevation, just above ground level, illuminate the house's basement.

The appearance of the Sherrill House's east elevation is dominated by the one-story sun parlor that occupies the north half of its first story. The sun parlor walls are fitted with a centered glazed door flanked by windows on the north elevation, a large opening holding four sash windows on its long east elevation, and an opening holding paired windows on its south side. Its shallow hip roof is encircled by a white picket railing. (The sun parlor has doorways in its interior west wall opening into both the living room and the family sitting room in the east center of the house.) A glazed fifteen-pane door and single window, serving the sitting room, are set in the center of the first-story east elevation while an opening holding paired sash illuminates Mr. and Mrs. Sherrill's bedroom in the house's southeast corner. The fenestration on the three-bay second story reflects the arrangement of three bedrooms here, along the east side of the second-

story hall, an arrangement recurring on the west side of the hall but less clearly evident on the exterior.

On the rear elevation, the projecting shed-like one- one-story block fully occupies the first story of the house. The frame center section of this projection, containing the enclosed porch, is framed by brick blocks of unequal size that contain the pantry on the west and a part of the Sherrill's bedroom on the east. The porch itself projects about two feet beyond the hip-roof "shed." It has four-over-four sash windows in its narrow east and west ends and a three-part arrangement on the long south elevation featuring a center opening with paired replacement doors flanked by equal-sized openings fitted with paired sash windows. The present owner has added an open wood deck across the south front of the porch with steps descending to ground level off its east and west ends. Above, on the three-bay second story of the house single windows serving the southeast and southwest corner bedrooms flank a smaller window that illuminates the rear second-story bathroom.

3. There are no known contributing archaeological element on the property.

4 Property evaluation.

Whatever the origin of the design of the John Carlyle and Anita Sherrill House, it stands at the close of the long, pre-World War II chapter in the history of the style that had its origins in events associated with the Centennial celebrations in 1876. In Rowan County elements of the style appeared first in Salisbury, the county seat, as decorative features in turn-of-the-century Queen Anne-style houses whose design, fabric and finish are such a successful amalgam of the two styles that they are alternately cited at times, by some, as examples of both styles incorporating the influence of the other. This group includes the Louis H. Clement House of about 1899 at 302 South Ellis Street, the Milton Brown House of about 1902 at 208 South Fulton Street, and the McKenzie-Grimes House, also dating to about 1902, at 228 West Bank Street. Development of the Colonial revival style continued in Salisbury in the decades leading up to World War II with some degree of asymmetry seen in the style's combination with the four-square form or an alternative, increasing symmetry seen in conventional three and five-bay brick or frame houses, such as the Reamus-Gambley House at 602 Mitchell Avenue, and imposing one-and-a-half-story houses covered with gambrel roofs, such as the Ernest Lauriston Hardin House of about 1921 at 702 Mitchell Avenue (see Fulton Heights HD, NR, 1999). In other instances the Colonial Revival style was combined with the Classical Revival style on at least three houses with two-story porticoes in the Salisbury Historic District (NR, 1975): the David Franklin cannon House of 1906 at 202 South Fulton Street; and the Walter Henderson Woodson House of 1925 at 100 North Fulton Street.

In Rowan County beyond the border of Salisbury, the Colonial Revival style arrived later, appearing first in the county's smaller towns and villages, and next in the countryside in rare instances as the seat of a farm, as here on a sizable edge-of-a-village farm. Arguably the most popular Colonial Revival-style house was the large, symmetrical, somewhat "boxy" house with a wide, usually three-bay façade, incorporating large, multiple-sash windows, expansive one-story porches supported by Tuscan columns, and tall hip roofs featuring gable-roof dormers. The

Edwards-Black House of about 1909 at 421 South Main Street, Landis, with its three-bay façade, one-story Tuscan-column porch, and Palladian-style attic dormer, is one example and another is the Paul Talmadge Goodman House of about 1916, at the edge of Gold Hill, whose one-story porch features pairs and trios of columns on stone plinths (Hood, 240, 259). A third example of the style with a one-story Tuscan-column, wrap-around porch was built in about 1912 on Grampian Road (now 585 Grampian Road) in Mount Ulla for Dr. George Alexander Brown (1869-1938), another of Mount Ulla's leading citizens (Hood, 150),

In Rowan county's smaller towns, as in the county seat, houses in variant Colonial Revival modes continued to be built in the 1920s but with fewer examples in the 1930s, such as the beige brick Enoch Arthur Goodman House of 1936 at 602 South Fulton Street, Salisbury, built for a co-founder of the Goodman Lumber Company. During this period the expansive full-façade and wrap-around porches of the 1900s and 1910s gave way in the 1920s to smaller, single-bay classically-detailed entrance porches seen on both the Goodman residence and that of the Sherrills. Completed in 1938, the Sherrill House is among the very last of those built before World War II, which interrupted much of the domestic construction and altered representation of the style in residential construction. After the war and through the 1950s, "Colonial" houses, mostly erected in suburbs, had an altogether different character.

The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and one of the rare examples of the style erected as farm seats. When Dr. Samuel D Rankin and the Reverend Andrew Y. Lockridge (1801-1876), minister to both Third Creek and Back Creek Presbyterian churches (for Lockridge see Hood, 150-51), built their houses at what is now Mount Ulla, this part of Rowan County was entirely rural. Their houses were the seats of farms of sizable acreages. While Mount Ulla took on the character of a village with the sequential construction of the railway depot, the Mount Ulla Roller Mills facility in about 1900, John Carlyle Sherrill's ca. 1911 dwelling on Grampian Road, the completion of Dr. Brown's house and office in 1912, and John Carlyle Sherrill's new brick store in 1923, the antebellum Rankin House and the Lockridge-Goodman House remained farm seats, while the village developed between them.

5. The house and 1.18 acres is representative of the original setting. The landscaping is representative of the original setting.

V. Supporting Documentation

1. Digital photographs of each elevation (the pictures need to be numbered and identified)

1. North Elevation

2. South Elevation

3. East Elevation

- 4. West Elevation**
- 2. Sketch of the floor plan**
- 3. Site plan**
- 4. Tax Map**

VI. Bibliography/Source Citations

John Carlyle and Anita Sherrill House, National Historic Register of Historic Places, Sept.1,2009, # 09000704.

John Carlyle Sherrill Interview by Rowan County Historic Landmark Commission, Date:



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

September 9, 2021

Aaron Poplin, Planner
Rowan County Historic Landmarks Commission
402. N. Main St.
Salisbury, NC 28144

RE: Proposed Designation of the John Carlyle and Anita Sherrill House, 14175 NC 801 HWY., Mt. Ulla, Rowan County.

Dear Mr. Poplin:

Thank you for submitting the report for the proposed designation of the John Carlyle and Anita Sherrill House. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the John Carlyle and Anita Sherrill House is of local architectural and cultural importance as one of the few remaining Colonial Revival farmhouses in Rowan County. The builder and his family significantly contributed to the economic development of Western Rowan County and was instrumental in the development of the village of Mount Ulla.

We have shared recommendations with staff to perform a few changes to the report. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the John Carlyle and Anita Sherrill House possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the local government recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance to the property would be subject to the design review procedures of the preservation commission.

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Rowan County Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the attached designation form to our office.

This letter serves as our comments on the proposed designation of the John Carlyle and Anita Sherrill House. Please contact me at Kristi.brantley@ncdcr.gov (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator


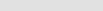
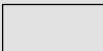
CC: Commission Chair

Enclosure



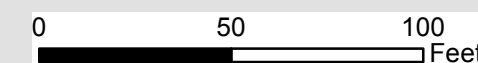
Carlyle Sherrill House Local Designation



-  Designation Area
-  Roads
-  Parcel



1 inch = 50 feet



The designation area is
approximatly 1.18 acres.

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: September 22, 2022
SUBJECT: Schedule Quasi-judicial Hearing for SUP 3-22: Network Building and Consulting, for October 17, 2022

On behalf of their client Amazon Kuiper Infrastructure, LLC., Network Building and Consulting is requesting a special use permit for a wireless support structure in the form of a satellite earth station that will provide high speed internet service on a vacant 1.11 acre parcel identified as Parcel ID 568-022 located at the 300 block of Upright Road zoned Rural Agricultural (RA). Per section 21-60 (4)(a), this request is subject to the issuance of a special use permit, compliance with the associated six (6) specific special use criteria, and compliance with the six (6) general special use criteria.

Schedule quasi-judicial hearing for October 17, 2022

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/22/2022	Exhibit
Project Information Description	9/22/2022	Exhibit
Site Plan	9/22/2022	Exhibit
Photo Simulations	9/22/2022	Exhibit
GIS Map	9/22/2022	Exhibit
Consultant Review	9/22/2022	Exhibit
FCC Docs	9/22/2022	Exhibit



SUP 3-22: Network Building & Consulting

REQUEST: Wireless Support Structure – Satellite Dish Antennas for Internet Service

Parcel ID: 568-022

Location: 300 Block Upright Rd. Mt. Ulla

Acreage: Apx. 1.11 AC

Zoning: RA

Floodplain: N/A

Watershed: WS II BW (Back Creek / Sloans Creek)

Owner: Williams Communications Inc.

Applicant: Network Building and Consulting (NB+C) on behalf of Amazon Kuiper Infrastructure, LLC.

Existing Use: Vacant. Former fenced compound for utility

REQUEST On behalf of their client Amazon Kuiper Infrastructure, LLC., Network Building and Consulting is requesting a special use permit for a wireless support structure in the form of a satellite earth station that will provide high speed internet service on a vacant 1.11 acre parcel identified as Parcel ID 568-022 located at the 300 block of Upright Road zoned Rural Agricultural (RA). Per section 21-60 (4)(a), this request is subject to the issuance of a special use permit, compliance with the associated six (6) specific special use criteria, and compliance with the six (6) general special use criteria.

PROJECT DETAILS By the Zoning Ordinance definition, all applications for “wireless support structures” to this point have been in the form of monopole, lattice, or guyed structure a.k.a “cell towers” to serve voice / data services. Amazon is proposing a telecommunication facility featuring six (6) satellite dishes eight (8) feet in diameter each mounted on short poles with an overall height of less than fifteen (15) feet, which will serve as an earth “base station”. Dishes will communicate with Amazon’s network of low earth orbit satellites to provide “high quality, high speed internet access” to “the entire Rowan County boundary”.

Planning staff encouraged the use of #57 stone over a geo-textile fabric specified by the Zoning Ordinance as a pervious surface for this development proposed within a WSII BW area, which limits impervious coverage to 12%. If approved, staff will ensure documentation is provided to substantiate the completed stone base complies with this limitation for future reference.

**SPECIAL USE
REQUIREMENTS:
SEC. 21-60 (4)(A)**

- 1. New Wireless Support Structures.** Applicants are encouraged to first investigate co-location opportunities on existing wireless support structures followed by consideration of preferred sites that minimize the impact on the North Carolina Scenic Byway corridor within the search ring.

Unlike a typical wireless support structure application which provide a “search ring” where a new facility is needed, this facility appears to have much more freedom in choosing a location less other extenuating parameters (e.g. proximity to fiber, Federal Communications Commission (FCC) interference standards). Page 2 and 3 of the enclosed project information include a general description of sites considered along with a simple explanation of why nearby towers are not suitable / practical for the dishes. This criterion is intended to address the unnecessary proliferation of towers when the existing inventory can address a provider’s need. Staff have no concerns regarding the degree of information provided. Sloan Road is part of the Millbridge Scenic Byway, which will be addressed in the below criteria regarding visual impacts.

- a. Site plan containing information from section 21-52 and 21-60 (4) A 3 i – v.** All required information provided.
 - b. Photos and simulations.** NB+C provided two (2) photos along Sloan Road and two (2) along an adjacent private driveway to the site’s rear along with the simulated ten (10) foot metal fence and proposed landscaping. This property is located on a high point which slopes to drainage areas east and west eventually meeting Sills Creek to the north while land extending to Sloan Road are slightly lower in elevation.
 - c. Tower capable of accommodating five (5) users and co-location policy.** N/A.
- 2. Tower heights and types.** The support structures and dishes will be well under the allowable 199’ height.
- 3. Provisions for tower safety.** These dishes will not have a typical fall zone. If approved, staff will require an engineered certification for compliance with ANSI / TIA and the purported “fall zone” within the fenced limits as applicable for a satellite dish.
- 4. Retention of consultant.** Rowan County’s telecommunication consultant City Scape provided their review and assessment of the request concluding the application meets the ordinance standards and offered four (4) conditions of approval should the Commission elect to approve the request.
- 5. Obstruction lighting and marking.** N/A. This section only applies to high hazard towers.
- 6. FCC license.** Amazon has applied for their FCC license and will have prior to operation.

EVALUATION CRITERIA:
SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see applicant responses on pages 3-4 of the project information sheet):

1. Adequate transportation access to the site exists. Upright Road (SR# 1769) is a publicly maintained gravel road approximately fifteen (15) foot in width providing access to a half-dozen homes from the Sloan Road intersection to the bridge over Sills Creek. NCDOT indicated they had no concerns with the request but will require a driveway permit if approved.
2. The use will not significantly detract from the character of the surrounding area. The immediate and general vicinity is dominated by active croplands and limited residential development. The property is located between a 200 foot Duke Power transmission line right of way and 100 foot Transcontinental gas pipeline right of way. Additionally, this facility would be located within 100 feet of the adjacent VYVX Inc. fiber optic communications facility associated with Williams-Transco.
3. Hazardous safety conditions will not result. Development will be subject to compliance with FCC rules and certifications noted in section #3 above.
4. The use will not generate significant noise, odor, glare, or dust. As best staff understands the operation, this unmanned facility should not generate impacts in these areas.
5. Excessive traffic or parking problems will not result. N/A.
6. Use will not create significant visual impacts for adjoining properties or passersby. According to City Scape, it is possible the applicant could illustrate to the FCC the metal fence is not necessary to address potential Radio Frequency (RF) interference with other users operating on the same frequency. However, staff recommended the applicant use the color green for the proposed ten (10) foot metal fence and plant for (4) foot evergreen shrubs [False Holly or equivalent] spaced five (5) feet on center to address visual impacts. The nearest home (275 Upright Rd.) is located approximately 675 feet from the fenced limits while Sloan Road [NC Scenic Byway] is located approximately 1,100 feet away and slightly lower in elevation. While the dishes will protrude above the fence and allowed vegetation growth of ten (10) foot by a few feet, visibility impacts should be minimal considering item #2 above.

ENCLOSURES

- Application
- Project Information Description
- Site Plan
- Photo Simulations
- FCC Documents

- GIS Map
- Consultant Review

STAFF COMMENTS

Schedule quasi-judicial hearing for October 17, 2022.

APPLICATION FOR SPECIAL USE PERMIT

PROJECT INFORMATION:

Applicant Information:

Amazon Kuiper Infrastructure, LLC
P.O. Box 80863
Seattle, WA 98108

Record/Owner/Land Owner Information:

Williams Communications Inc
#MD13B
P.O. Box 22067
Tulsa, OK 74121

Representative Agent:

Network Building + Consulting
Attn: Matt Chaney
6095 Marshalee Drive, Suite 300
Elkridge, MD 21075
Email: mchaney@nbcllc.com

Name of Project:

CLT501 Mt. Ulla Communications Site

Rural Address of Project:

0 Upright Rd, Mt. Ulla, NC

Parcel Identification Number:

568 022

Twp/NBHD:

00801: Mt. Ulla 01

Property's Legal Description:

1.25 AC

PROJECT DESCRIPTION:

Amazon Kuiper Infrastructure, LLC is in the process of deploying a satellite broadband network that will provide high quality, high speed internet access to communities that lack reliable internet access. As a first step in ensuring that residents of this County have access to this critical service, Amazon Kuiper is proposing to build an unmanned telecommunications facility compound that includes 6 ground-mounted dish antennas (less than 12.5' in total height) and 1 equipment cabinet. The facility will be located approximately 9 miles east of Mooresville and approximately 1 mile north of Mooresville Road on Upright Road. The compound area will be approximately 9,000 sq. ft. and surrounded by a corrugated metal fence for security. The facility will also have a 12' gravel access road for construction and maintenance that will run from Upright Road, through the existing Williams Communications parcel, to the proposed compound. The facility will be approximately 735' from the nearest residence and will be adjacent to the existing Williams Communications fiber hub located on the connected parcel immediately to the south.

STATEMENT OF PURPOSE AND COVERAGE OBJECTIVE:

Amazon Kuiper Infrastructure, LLC ground stations ("gateways") are fully managed sites that connect ground-based fiber optic infrastructure to low earth orbit satellites. The COVID-19 pandemic highlighted the importance for fast, reliable internet service. Education, healthcare, small businesses and other critical sectors of the economy were sustained throughout the past few years due to access to broadband connectivity. Regardless of community location or population size, broadband availability will be a critical driver of economic development moving forward. Amazon's Project Kuiper is designed specifically to address the digital divide issues that rural communities face. The facility described in this application differs from more traditional communications facilities. A standard telecommunications site involves the placement of cellular towers or monopoles high above the ground, creating a coverage area that is limited by proximity to the tower or structure. With an Amazon Kuiper facility, the antennas are on the ground and directed up towards our network of satellites. By linking this facility with the rest of the Amazon Kuiper satellite network, Amazon will be creating a more expansive coverage area. All of Rowan County will benefit from this technology, from the more rural areas in the western half of Rowan County near this facility to residents and businesses in the southeast corner of the county and everything in between. Therefore, the entire Rowan County boundary will be able to utilize this new service offering.

SITE SELECTION ANALYSIS:

Pursuant to Sections 21-56(6)(d) and 21-60(4)(a) of the zoning ordinance, Amazon began by considering nearby existing telecommunications structures for collocation. The closest two existing facilities are the American Tower-owned tower near Mooresville Rd and Caldwell Rd in Mt. Ulla and the SBA-owned tower at 490 G Goodnight Rd in Salisbury. However, unlike a traditional telecommunications facility, the nature of this Amazon Kuiper facility prevents collocation to these existing telecommunications towers from being a viable option. The wind load effect that the six 8' dishes would create would far surpass the existing structural capacity of these towers. This is especially true considering that the dishes need to be pointing at roughly the same azimuth (which would mean they would all need to be on the same side of the existing structure). In addition to the structural issue, hanging six 8' dish antennas high in the air would have a much greater visual impact to the surrounding area than placing them on the ground behind a fence. This prevents these existing towers from being viable options for this facility.

With there being no suitable existing structures, Amazon considered whether there were any nearby preferred sites that would be suitable for this installation. The most important criteria for siting an Amazon Kuiper facility is an open area with clear line of site to the sky and access to nearby existing, significant fiber utilities. The following are the nearby preferred sites that were ruled out as not a viable location for this facility:

- Sloan Park (550 Sloan Road): This parcel is heavily wooded and would not provide a clear line of site to the sky
- Thyatira Presbyterian Church (220 White Road): This parcel is also heavily wooded, with the only non-wooded area being used for the cemetery.
- County Recycling Site (3282 Goodnight Road): While part of this parcel is being farmed and has a clear line of site to the sky, it does not have proximity to significant fiber services.
- Back Creek Presbyterian Church (2180 Back Creek Church Road): This parcel is also heavily wooded, with the only non-wooded area being used for the cemetery.
- West Rowan VFD Station 68 (235 Back Creek Church Road): While this small parcel abuts a farm field and may have clear line of site to the sky, it does not have proximity to significant fiber services.

With no preferred sites being found to be viable locations for this facility, Amazon evaluated other parcels in this area. By placing the Amazon Kuiper facility on the same parcel as the existing Lumen facility, this application limits the amount of disturbance to the surrounding community keeps similar uses together. This prevents the need for cutting a trench through any roads or disturbing right-of-way area on any other properties to bring utilities to the site, thus furthering the goals of the zoning ordinance.

COMPLIANCE WITH ZONING REGULATIONS:

ZONE: RA-3 Rural Agriculture

IMPERVIOUS AREA:

The gravel compound area around the antennas and equipment cabinet will be #57 Stone a minimum of 4" deep on top of a geotextile fabric to meet Rowan County's requirements for pervious surface.

	Acreage	Square Footage	# of Units	Total Sq Footage
Existing Parcel Size	1.11	48,351.6	1	48,351.6
Antenna Foundation Size	.001	64	6	384
Cabinet Foundation Size	.001	44	1	44
Equipment Total	.002	108	7	428

(Total square footage of equipment/Total square footage of parcel) x 100
 $(428 / 48,351.6) \times 100 = \underline{\underline{.88\%}}$

SECTION 21-59 – EVALUATION CRITERIA RESPONSES

- 1) Adequate transportation access to the site exists:
 - This unmanned facility will be accessible by a new access road off of Upright Road.

- 2) The use will not significantly detract from the character of the surrounding area:
 - By placing this facility adjacent to the existing Lumen fiber facility, this application keeps similar uses together and maintains the existing character of the surrounding area.
- 3) Hazardous safety conditions will not result:
 - All Amazon Kuiper facilities are properly licensed by the FCC. Additionally, this facility will meet all FCC guidelines related to RF emissions, as well as local, state, and federal safety regulations.
- 4) The use will not generate significant noise, odor, glare, or dust:
 - This facility will be unmanned and will not generate significant noise, odor, glare, or dust from the operation of the equipment.
- 5) Excessive traffic or parking problems will not result:
 - This facility will be unmanned and will only require occasional, routine maintenance.
- 6) The use will not create significant visual impacts for adjoining properties or passersby:
 - The equipment will be surrounded by a 10' metal fence, which will be painted green to help it blend into the surroundings. In addition, a landscaping buffer (*Osmanthus Heterophyllus* aka False Holly) will be planted around the perimeter of the fence (spaced 5' apart) to add extra screening. The landscaping will be at least 4' in height at planting and will grow to an ultimate height of approximately 10'. Additionally, any small amount of the dish antennas that may be above the 10' fence will have their visibility greatly reduced or eliminated by virtue of the dishes being set 23' back from the fence and by the sitting at a higher elevation than most of the surrounding area (approximately 10' above Sloan Road).

CONTACT INFORMATION	
ENGINEER:	NB+C ENGINEERING SERVICES, LLC 8601 SIX FORKS ROAD, SUITE 540 RALEIGH, NC 27615
CONTACT:	BRADLEY NEWMAN (919) 622-9264

ENGINEER: NB+C ENGINEERING SERVICES, LLC
8601 SIX FORKS ROAD, SUITE 540
RALEIGH, NC 27615

CONTACT: BRADLEY NEWMAN
(919) 822-9264

PROJECT DESCRIPTION	
CONSTRUCTION OF COMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF SATELLITE DISH(S), SPACE FOR EQUIPMENT & SHELTER FACILITIES, & A UTILITY BACKBOARD WITHIN A FENCED COMPOUND.	

CONSTRUCTION OF COMMUNICATIONS AND PUBLIC UTILITY FACILITY,
CONSISTING OF SATELLITE DISH(S), SPACE FOR EQUIPMENT &
SHELTER FACILITIES, & A UTILITY BACKBOARD WITHIN A FENCED
COMPOUND.

GENERAL NOTES
<p>THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.</p>

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT INFORMATION	
SITE NAME:	MT ULLA
SITE NUMBER:	CLT501
SITE ADDRESS:	0 UPRIGHT RD MT ULLA, NC 28125
COUNTY:	ROWAN
LATITUDE (NAD 83):	35.645906° 35° 38' 58.2" N
LONGITUDE (NAD 83):	-80.668131° 80° 40' 5.3" W
EXISTING GROUND ELEVATION:	809.8' A.M.S.L.
PROPOSED TOP OF FOUNDATION ELEVATION:	810.5' A.M.S.L.
ZONING JURISDICTION:	ROWAN COUNTY
ZONING DISTRICT:	RA
FLOOD PLAIN ZONE:	X
FIRM PANEL NUMBER:	5609
HAZARD DISTRICT:	N/A
WATERSHED:	WSH BW WATER SUPPLY
PARCEL #:	568 022
DEED REFERENCE:	653 / 647
STRUCTURE TYPE:	CATWAY TERMINAL
STRUCTURE HEIGHT:	12.279' MAX
CONSTRUCTION AREA:	78.74'x111.55'
PROJECT DIRECTORY	
PROPERTY OWNER:	WILLIAMS COMMUNICATIONS INC PO BOX 22067 TULSA, OK 74121
APPLICANT:	AMAZON KUPPER INFRASTRUCTURE, LLC PO BOX 80863 SEATTLE, WA 98108
APPLICANT CONTACT:	JUDY FISCHER JFISCHER@AMAZON.COM

SITE NAME:	MT ULLA
SITE NUMBER:	CLT501
SITE ADDRESS:	0 UPRIGHT RD MT ULLA, NC 28125
COUNTY:	ROWAN
LATITUDE (NAD 83):	35.649506° 35° 38' 58.2" N
LONGITUDE (NAD 83):	-80.668131° 80° 40' 5.3" W
EXISTING GROUND ELEVATION:	809.8' A.M.S.L.
PROPOSED TOP OF FOUNDATION ELEVATION:	810.5' A.M.S.L.
ZONING JURISDICTION:	ROWAN COUNTY
ZONING DISTRICT:	RA
FLOOD PLAIN ZONE:	X
FIRM PANEL NUMBER:	5609
HAZARD DISTRICT:	N/A
WATERSHED:	WSII BW WATER SUP
PARCEL #:	068 022
DEED REFERENCE:	853 / 647
STRUCTURE TYPE:	GATEWAY TERMINAL
STRUCTURE HEIGHT:	12.279' MAX
CONSTRUCTION AREA:	78.74'x111.55'

PROJECT DIRECTORY	
PROPERTY OWNER:	WILLIAMS COMMUNICATIONS INC PO BOX 22067 TULSA, OK 74121
APPLICANT:	AMAZON KUiper INFRASTRUCTURE, LLC PO BOX 80863 SEATTLE, WA 98108
APPLICANT CONTACT:	JUDY FISCHER JFISCHER@AMAZON.COM

PROPERTY OWNER:	WILLIAMS COMMUNICATIONS INC PO BOX 22067 TULSA, OK 74121
APPLICANT:	AMAZON KUIPER INFRASTRUCTURE, LLC PO BOX 80663 SEATTLE, WA 98108
APPLICANT CONTACT:	JUDY FISCHER JFISCHER@AMAZON.COM

**0 UPRIGHT RD
MT ULLA, NC 28125**

VICINITY MAP		LOCATION MAP	
NO SCALE		NO SCALE	

APPLICABLE CODES

JURISDICTION: ROWAN COUNTY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES, NOTHING IN CONFORMING TO THESE CODES.

- 2018 NORTH CAROLINA STATE BUILDING CODE (NCIBC)
- 2020 NORTH CAROLINA STATE ELECTRICAL CODE (BASED ON 2020 NEC)

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

JURISDICTION: ROWAN COUNTY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN CONFORMING TO THESE CODES.

- 2018 NORTH CAROLINA STATE BUILDING CODE (NCSBC)
- 2020 NORTH CAROLINA STATE ELECTRICAL CODE (BASED ON 2020 NEC)

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

APPROVALS	
<p>THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.</p>	
SITE ACQUISITION TPM: _____	DATE: _____
CONSTRUCTION TPM: _____	DATE: _____
SAT GROUND SYSTEM TPM: _____	DATE: _____
CIVIL GROUND SYSTEM TPM: _____	DATE: _____
ELECTRICAL GROUND SYSTEM TPM: _____	DATE: _____

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

SITE ACQUISITION TPM: _____ DATE: _____

CONSTRUCTION TPM: _____ DATE: _____

SAT GROUND SYSTEM TPM: _____ DATE: _____

CIVIL GROUND SYSTEM TPM: _____ DATE: _____

ELECTRICAL GROUND SYSTEM TPM: _____ DATE: _____

[illegible][illegible]

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME



**UNDERGROUND
SERVICE ALERT**
811 or
1-800-252-1166



Know what's **below**.
Call before you dig.

AMAZON KUIPER
INFRASTRUCTURE, LLC
PO BOX 80683
SEATTLE, WA 98108



NB-C
TOTALLY COMMITTED

NB+C ENGINEERING SERVICES, LLC.
8601 SIX FORKS ROAD, SUITE 540
RALEIGH, NC 27615
(919) 657-9131

PROJECT NO:	100898
-------------	--------

DRAWN BY: BPC

CHECKED BY:	BNR
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D	09/01/22	ISSUED FOR ZONING
C	08/12/22	ISSUED FOR REVIEW
B	06/13/22	ISSUED FOR REVIEW
A	05/24/22	ISSUED FOR REVIEW
REV	DATE	DESCRIPTION

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

CLT501
MT ULLA
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

SHEET TITLE

TITLE SHEET

SHEET NUMBER
T-1

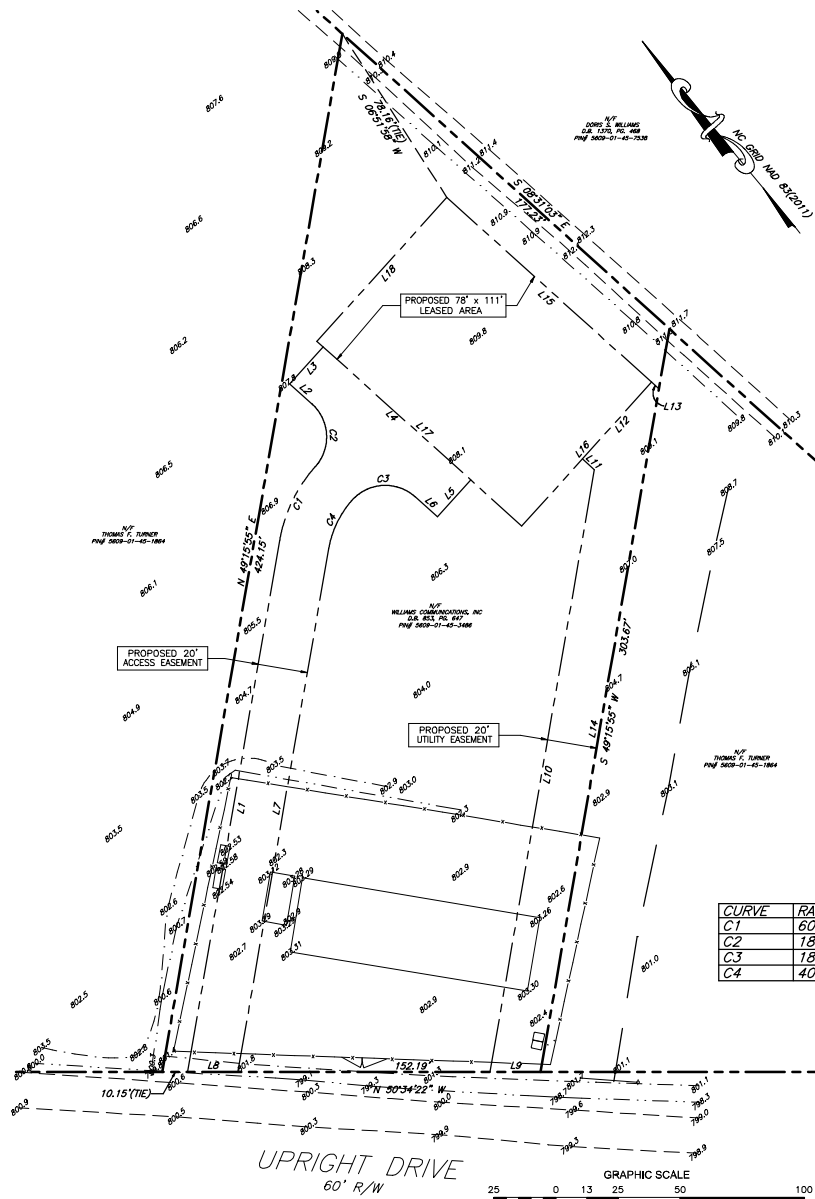


EXHIBIT NOTES

1. TOPOGRAPHIC SURVEY PERFORMED BY CAUSEWAY CONSULTANTS, P.C.
P. O. BOX 15039, CHESAPEAKE, VIRGINIA, 23328-5039. PHONE: 757-482-0474.
SURVEY DATE: MAY 10, 2022.
2. COORDINATES AND ELEVATIONS SHOWN WERE ESTABLISHED USING STATIC GPS OBSERVATIONS, POST PROCESSED THROUGH NOAA'S OPUS WEBSITE AND CONVERTED TO NAVD 88 AND NAD 83, U.S. SURVEY FOOT, FOR THE VERTICAL DATUM AND HORIZONTAL COORDINATES, RESPECTIVELY, USING U.S. ARMY CORPS OF ENGINEERS CORPSCON SOFTWARE, VERSION 6.01 AND PUBLISHED BENCHMARKS.
3. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY CAUSEWAY CONSULTANTS, P.C. THIS EXHIBIT DOES NOT GUARANTEE THE "EXISTENCE OR NONEXISTENCE" OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION, CONTACT MISS UTILITY AT 1-800-552-7001 TO CONFIRM THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES.
4. THIS EXHIBIT WAS DONE WITH THE BENEFIT OF A TITLE REPORT BY PROTITILEUSA ORDER #829956, DATED 2/21/2022.
5. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
6. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY. THE RIGHT-OF-WAY, PROPERTY LINE AND/OR EASEMENTS SHOWN HEREON REPRESENT A COMPILED OF RECORDED DEEDS, PLATS, G.I.S. RECORDS AND TAX MAPS.
7. THE AREA OF THE PROPOSED CELL TOWER APPEARS TO BE WITHIN FLOOD ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE COMMUNITY NUMBER 371056-0900, DATED JUNE 16, 2009.
8. THE EXISTENCE OF HAZARDOUS WASTE, VEGETATED WETLANDS, OR TIDAL WETLANDS, WAS NEITHER INVESTIGATED, NOR CONFIRMED DURING THE PERFORMANCE OF THIS EXHIBIT.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 49°15'55" E	217.19'
L2	N 08°31'03" W	12.00'
L3	N 81°28'57" E	20.05'
L4	S 08°31'03" E	80.00'
L5	S 81°28'57" W	20.01'
L6	N 08°31'03" W	11.99'
L7	S 49°15'55" W	213.72'
L8	N 50°34'22" W	20.30'
L9	N 50°34'22" W	20.30'
L10	N 49°15'55" E	246.11'
L11	N 08°31'03" W	6.49'
L12	N 81°28'57" E	41.55'
L13	S 08°31'03" E	3.94'
L14	S 49°15'55" W	279.15'
L15	S 08°31'03" E	111.00'
L16	S 81°28'57" W	78.00'
L17	N 08°31'03" W	111.00'
L18	N 81°28'57" E	78.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	60.00'	33.37'	32.94'	N 65°11'58" E	31°52'07"	17.13'
C2	18.00'	28.16'	25.38'	N 36°18'29" E	89°39'05"	17.89'
C3	18.00'	28.63'	25.71'	N 54°04'56" W	91°07'46"	18.36'
C4	40.00'	21.70'	21.44'	S 64°48'33" W	31°05'16"	11.13'

APPLICANT

AMAZON KUPER INFRASTRUCTURE, LLC
P.O. BOX 80883
SEATTLE, WA 98108

ENGINEER

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
4430 WATERMONT DRIVE, SUITE 100
DALLAS, TX 75207
800.408.0778

SITE INFORMATION

PROJECT KUPER SITE NAME:
CLT-601 MT. ULLA

#295 UPRIGHT DRIVE
MT. ULLA, NC 28125
ROWAN COUNTY

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
0	5/19/22	EASE EXHIBIT	RTW



5-24-2022

Causeway Consultants, P.C.
Land Surveyors VA&NC
P.O. BOX 15039
CHESAPEAKE, VA 23328
PHONE: 757-482-0474
CAUSEWAY CONSULTANTS, P.C. 2022

SHEET TITLE

EASEMENT EXHIBIT

SHEET NUMBER

EE-1

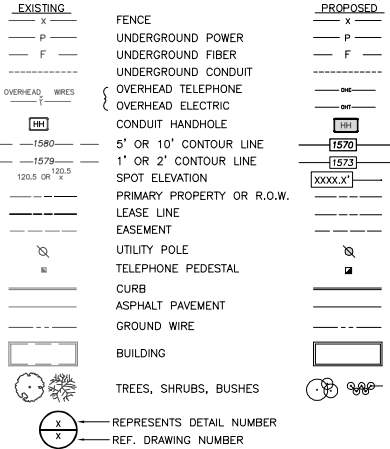
GENERAL PROJECT NOTES

1. THE CONTRACTOR SHALL TOPSOIL AND SEED ALL DISTURBED AREAS.
2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE- GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL 811.
3. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
4. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
5. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE ENGINEER.
6. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
7. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A STATE LICENSED SURVEYOR.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
9. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT REQUIREMENTS OF ALL GOVERNING JURISDICTIONS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
11. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE ENGINEER AND THE UTILITY OWNER. NOTIFY THE ENGINEER AND THE UTILITY OWNER 24 HOURS BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
12. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
13. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
14. CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE COMPOUND.
15. THE CONTRACTOR SHALL MAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS-BUILT PLANS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE OWNERS REPRESENTATIVES, AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADMISSIONS TO THE SATISFACTION OF THE OWNER AND THE OWNERS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED. AS-BUILTS SHALL INCLUDE ALL POWER, FIBER, GROUNDING, OTHER UTILITIES AND STRUCTURES.

GENERAL CONSTRUCTION NOTES

1. GENERAL
- A. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- B. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE UNDERGROUND UTILITIES.
- C. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER, IN WRITING, PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE APPROVAL.
- D. EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
2. SAFETY NOTES:
- A. THE CONTRACTOR WILL ADHERE TO ALL SAFETY REGULATIONS, LOCAL, STATE AND FEDERAL.
- B. THE CONTRACTOR WILL CONDUCT DAILY SAFETY MEETINGS IN ADDITION TO WEEKLY SAFETY MEETINGS. THESE REPORTS WILL BE MADE AVAILABLE TO THE OWNER UPON REQUEST.
- C. ALL WORKERS & VISITORS TO THE SITE SHALL WEAR HARD HATS & ANY OTHER SAFETY EQUIPMENT REQUIRED BY THE WORK BEING PERFORMED ON THE SITE.

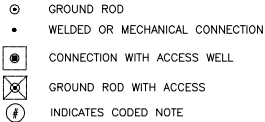
CIVIL LEGEND



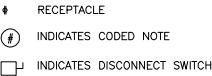
ABBREVIATIONS

CIGBE	COAX ISOLATED GROUND BAR EXTERNAL
MGB	MASTER ISOLATED GROUND BAR
GPS	GLOBAL POSITIONING SYSTEM
TYP.	TYPICAL
DWG	DRAWING
BCW	BAKE COPPER WIRE
BFG	BELOW FINISH GRADE
W/	WITH
PVC	POLYVINYL CHLORIDE
CAB	CABINET
C	CONDUIT
SS	STAINLESS STEEL
G	GROUND
AWG	AMERICAN WIRE GAUGE
RGS	RIGID GALVANIZED STEEL
AHJ	AUTHORITY HAVING JURISDICTION
UNO	UNLESS NOTED OTHERWISE
EMT	ELECTRICAL METALLIC TUBING
EG	EXISTING GRADE ELEVATION
TG	TOP OF GRAVEL ELEVATION
TF	TOP OF FOUNDATION ELEVATION

GROUNDING SYMBOLS



ELECTRICAL SYMBOLS



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AMAZON KUIPER
INFRASTRUCTURE, LLC
PO BOX 80683
SEATTLE, WA 98108

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC
8801 SIX FORKS ROAD, SUITE 540
RALEIGH, NC 27615
(919) 657-9131

PROJECT NO: 100898

DRAWN BY: BPC

CHECKED BY: BRN

D	09/01/22	ISSUED FOR ZONING
C	08/12/22	ISSUED FOR REVIEW
B	06/13/22	ISSUED FOR REVIEW
A	05/24/22	ISSUED FOR REVIEW
REV	DATE	DESCRIPTION

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CLT501

MT ULLA

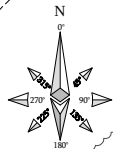
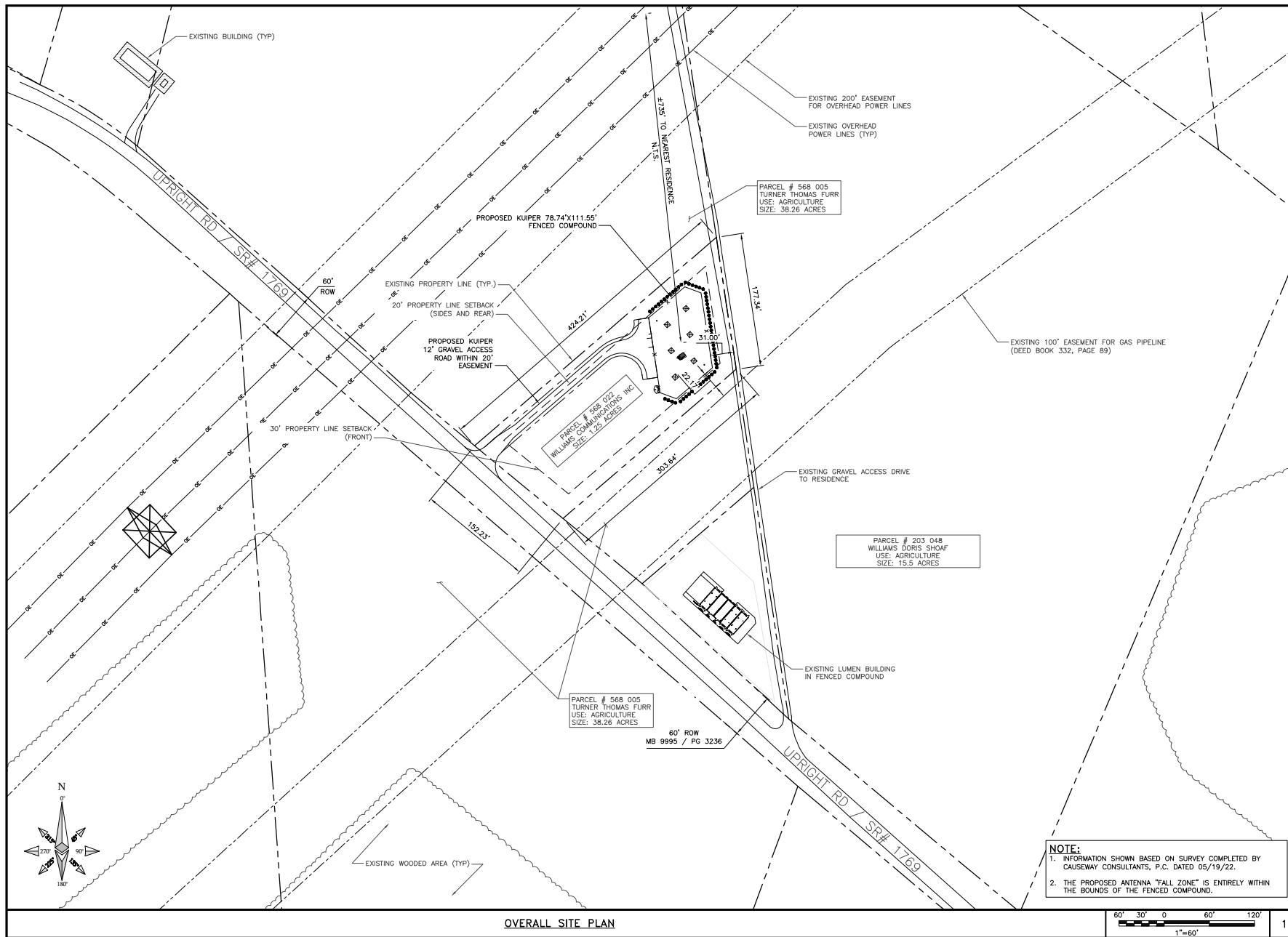
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

SHEET TITLE

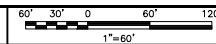
GENERAL NOTES & LEGEND

SHEET NUMBER

C-1



OVERALL SITE PLAN



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SEATTLE, WA 98108

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MT ULLA

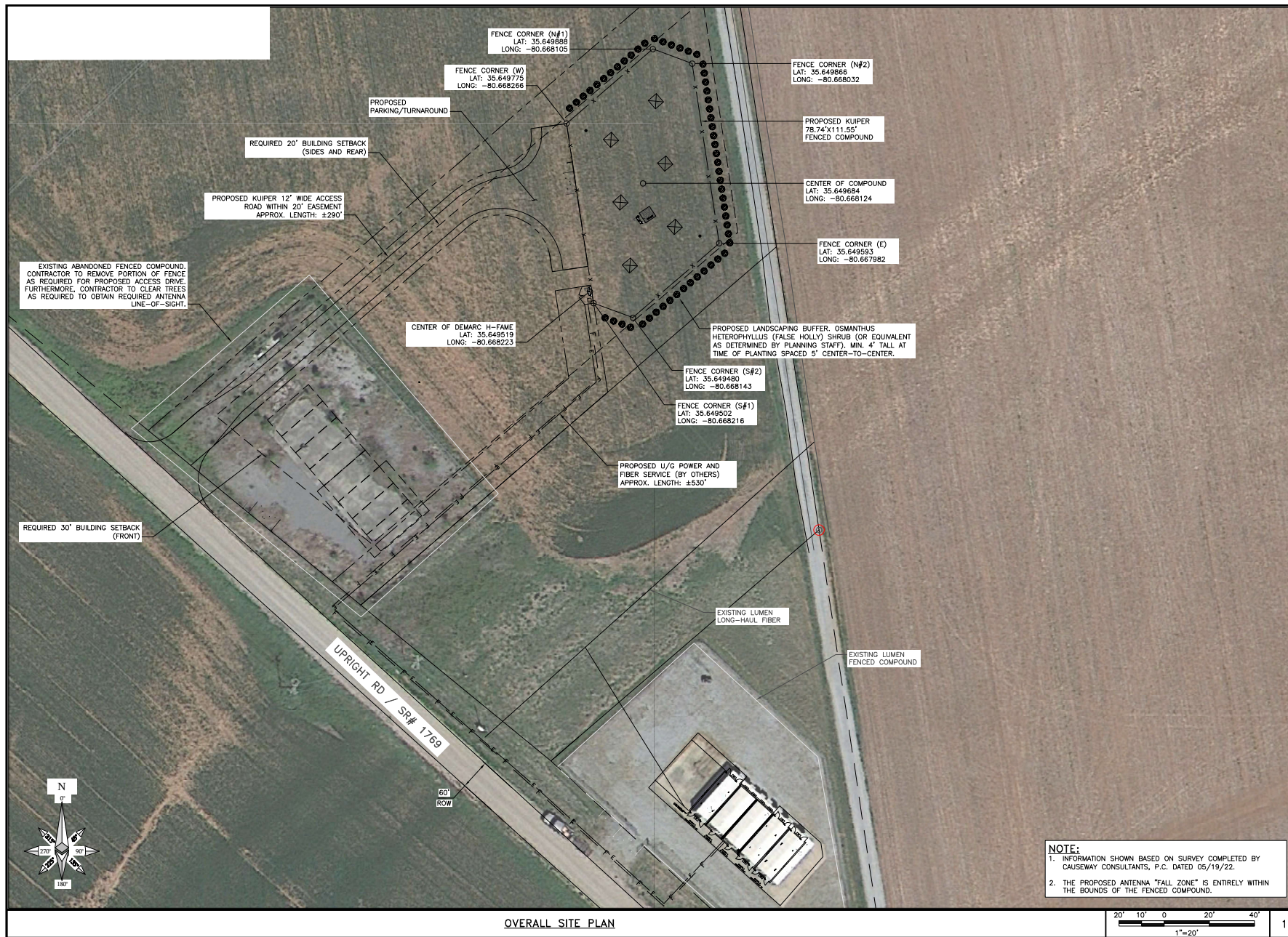
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

C-2



OVERALL SITE PLAN

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SEATTLE, WA 98108

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8801 SIX FORKS ROAD, SUITE 540
RALEIGH, NC 27615
(919) 657-9131

PROJECT NO: 100898

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CLT501
MT ULLA
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

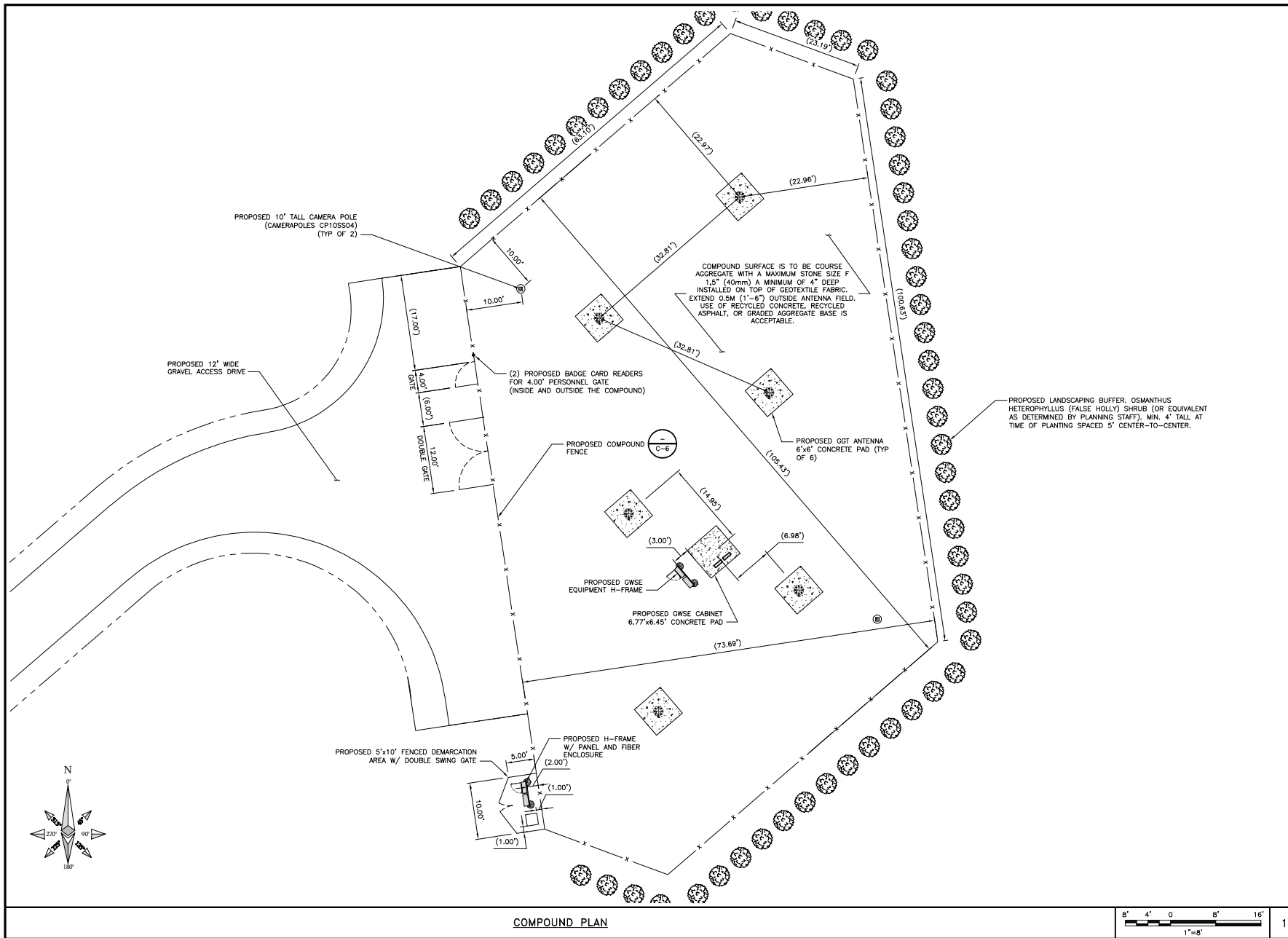
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER

C-3

- NOTE:**
1. INFORMATION SHOWN BASED ON SURVEY COMPLETED BY CAUSEWAY CONSULTANTS, P.C. DATED 05/19/22.
 2. THE PROPOSED ANTENNA "FALL ZONE" IS ENTIRELY WITHIN THE BOUNDS OF THE FENCED COMPOUND.

20' 10' 0 20' 40'
1"=20'



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INFRASTRUCTURE, LLC
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SEATTLE, WA 98108

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PROJECT NO: 100898

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CLT501
MT ULLA
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

SHEET TITLE
COMPONENT PLAN

SHEET NUMBER

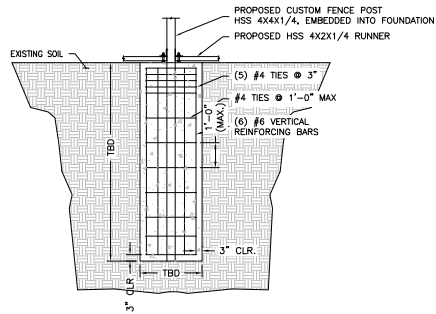
C-4

ADDITIONAL FENCING NOTES:

1. ANTENNA FIELD FENCE SHALL NOT INTERFERE WITH ANTENNA OPERATION.
2. ANTENNA FIELD FENCE WITH CORRUGATED METAL PANELS SHALL BE SECURED TO STEEL POSTS SET IN CONCRETE AND INSTALLED VERTICAL TO WITHIN ± 2 DEGREES.
3. ANTENNA FIELD FENCE SHALL BE INSTALLED WITH A MAXIMUM VERTICAL GAP OF 2" BETWEEN FENCE COMPONENTS (E.G., GATE POSTS AND GATE, VERTICAL TENSION BAR AND CORNER POSTS ETC).
4. ANTENNA FIELD FENCE SHALL MEET LOCALLY REQUIRED DESIGN WIND SPEED FOR RISK CATEGORY 2 STRUCTURES (REF: CHAIN LINK FENCE MANUFACTURERS INSTITUTE WIND LOAD GUIDE WLG 2445).
5. ANTENNA FIELD FENCING SHALL BE CONSTRUCTED TO THE GGT HOSTING SPECIFICATIONS.

DESIGN FIRM TO INPUT DESIGN CALCULATIONS AS PER LOCATION DESIGN CRITERIA

FENCE DESIGN CALCULATIONS



POST FOOTINGS

NO SCALE

1

FABRIC/BAR CONNECTIONS

NO SCALE

2

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AMAZON KUIPER
INFRASTRUCTURE, LLC
PO BOX 80683
SEATTLE, WA 98108

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
8601 SIX FORKS ROAD, SUITE 540
RALEIGH, NC 27615
(919) 657-9131

PROJECT NO: 100898

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CLT501
MT ULLA
0 UPRIGHT RD
MT ULLA, NC 28125
ROWAN

SHEET TITLE
FENCE DETAILS

SHEET NUMBER

C-5



Mt Ulla
Location Map



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 1-Private Road
View from the North
Showing the Existing Site

NB+C
TOTALLY COMMITTED.



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 1-Private Road
View from the North
Showing the Proposed Site

NB+C
TOTALLY COMMITTED.



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 2-Private Road
View from the South
Showing the Existing Site

NB-C
TOTALLY COMMITTED



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 2-Private Road
View from the South
Showing the Proposed Site

NB-C
TOTALLY COMMITTED



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 3-Upright Road
View from the Southeast
Showing the Existing Site

NB-CTM
TOTALLY COMMITTED.



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 3-Upright Road
View from the Southeast
Showing the Proposed Site

NB-CTM
TOTALLY COMMITTED.



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 4-Upright Road
View from the West
Showing the Existing Site

NBIC
TOTALLY COMMITTED



Site Name: Mt Ulla
Wireless Communication Facility
0 Upright Road
Mt Ulla, NC 28125

Photograph Information:
View 4-Upright Road
View from the West
Showing the Proposed Site

NBIC
TOTALLY COMMITTED



SUP 03-22: Network Building & Consulting

LEGEND

Zoning
RA
CBI

Site

Parcels

Transco Pipeline R/W

Duke Energy Transmission R/W

Roads

Buildings

Feb. / Mar. 21 Aerial

Prepared by Rowan County Planning & Development Department September 21, 2022

This map shows the project area with various roads and pipelines. The project site is highlighted in red. Roads shown include Upright, Graham, Brown, Lyerly, Sloan, and Caldwell. Pipelines shown include Transco Pipeline 100' R/W and Duke Energy 200' R/W. A scale bar indicates 0, 1,000, and 2,000 feet. A north arrow is present in the top left corner.

This aerial photograph shows the project area with the project site highlighted in red. The site is located near the intersection of Upright and Sloan roads. Surrounding land is mostly agricultural. A scale bar indicates 0, 100, and 200 feet. A north arrow is present in the top left corner.

Rowan County, North Carolina
Telecommunications Site Review
New Telecommunications Facility

CityScape
CONSULTANTS, INC.
2423 S Orange Ave #317
Orlando, FL 32806
Tel: 877.438.2851 Fax: 877.220.4593

August 30, 2022

Mr. Shane A. Stewart, AICP, CFM
Assistant Planning Director
Rowan County Planning & Development
402 N. Main Street, Suite 204
Salisbury, NC 28144

RE: APPLICANT/PROVIDER: Amazon Kuiper Infrastructure, LLC
SITE ID: CLT501 / Mt. Ulla
ADDRESS: 0 Upright Road, Mount Ulla, NC 28125
LATITUDE: 35° 38' 58.2" N **LONGITUDE:** 80°40' 05.3" W

Dear Mr. Stewart,

At your request, on behalf of Rowan County, North Carolina ("County"), CityScape Consultants, Inc. ("CityScape") in its capacity as telecommunications consultant for the County, has reviewed a Special Use Permit application submitted by Amazon Kuiper Infrastructure ("Applicant") to construct a new fixed gateway earth station ("gateway") consisting of an array of six (6) satellite dish antennas ("dishes") 2.4 meters (7.9 feet) in diameter and standing at a maximum of thirteen (13) feet above grade, and an equipment cabinet within the dish array footprint that will feed power and data to the dishes, *see Figures 1 and 2*. The address of the proposed facility is 0 Upright Road in Mount Ulla, North Carolina, *see Figure 3*. The property is zoned RA and the proposed structures will not require FAA-approved aviation lighting. The proposed facility is primarily regulated by Section 21-60(4) of the County Ordinance ("Transportation, communications, electric, gas and sanitary services group: Communications and Wireless support structures").

Proposed Facility Overview

The planned Amazon Kuiper network of gateways is intended to "deliver satellite broadband communications services to tens of millions of unserved and underserved consumers and businesses in the United States and around the globe", (Page 1 of "Gateway License Narrative" in the FCC application). Satellite-delivered broadband internet is an alternative to wired systems such as cable and fiber, which generally are lacking or unavailable in rural areas.

The proposed satellite dishes will transmit broadband data originating from a fiber hub to Low Earth Orbit ("LEO") satellites which will, in turn, send the data to homes and businesses that are provided with specialized equipment including a small satellite dish. Amazon's Kuiper system boasts greater speeds and lower latency (lag-time) than conventional satellite-delivered services which use geostationary satellites 22,000 miles above the earth. Since LEO satellites are such closer to earth (up to 1,200 miles), the data delivery path through space is much shorter, thus improving speed and latency.

The Applicant proposes to install a ten (10) foot high non-perforated corrugated metal fence around the facility compound for security purposes and to provide a buffer against interference to other communications facilities operating on the same frequencies in the area. The Applicant also proposes to plant Judd Viburnum shrubs around the compound fence on the north, east and south sides (at least four feet tall at time of planting).

The site plan shows a twenty-three (23) foot setback between the center of each dish concrete pad and the compound fence, equal to the maximum dish height of thirteen (13) feet including the pier, plus ten (10) feet in accordance with Section 21-60(4)(c) of the County Ordinance.

RF Exposure Safety

The dishes will transmit signals at frequencies between 27.5 and 30 Gigahertz (part of the Ka band). The dishes will also receive signals from the satellites but this is of no consequence with regard to RF exposure. As part of its application to the FCC (Exhibit B, Radiation Hazard Analysis), the Applicant provided an RF exposure study which concluded that the calculated RF exposure levels in all areas outside the compound fence are below the FCC general public Maximum Permitted Exposure (MPE) level of 1 milliwatt per square centimeter. CityScape agrees with the calculations and the calculation equations used in the study, which are shown in *Figure 4*. Exhibit B also details methods that will be employed by the Applicant to prevent unauthorized access inside the compound and to assure worker RF safety during repair and maintenance activities.

The solid metal fence is not intended to prevent excess exposure to RF radiation to people; in fact, a fence of solid metal is not needed for that purpose but rather to comply with the FCC rules regarding the prevention of interference to other RF facilities in the area that operate on these frequencies. In going through the Applicant's RF exposure study, the undersigned found that the determinations of compliance with FCC exposure limits do not rely on the extra buffer of protection that would be provided by a solid metal fence. In spite of that, the facility, in theory, would not emit RF energy at levels above the maximum exposure levels set by the FCC, which for these frequencies are 1 milliwatt per square centimeter (mW/cm²) for general population exposure outside the fence and 5 milliwatts per square centimeter for occupational exposure inside the fence.

The differences between general public exposure and occupational/controlled exposure are explained in FCC OET Bulletin 65 as follows:

“Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general

population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General population/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.”

The PFD contours shown in Applicant’s documents have nothing to do with RF exposure to people. They are used as part of a showing that the aggregate PFD contour will not encompass a population of more than 450 people and thus making the Applicant exempt from performing more detailed interference studies involving other facilities operating on these frequencies. Unlike the RF exposure study, the Applicant’s interference study does take into account the additional attenuation of RF energy caused by the solid fence.

This being said, it is possible that since the solid metal fence is not needed for protection from excess RF exposure, the door may not be totally closed to the idea of a chain link fence instead of the corrugated fence. If the Applicant can show the FCC that the solid metal fence is not needed to comply with the population limit of 450 inside the aggregate PFD contour, then, in CityScape’s opinion, the chain link fence becomes an option.

If the Applicant chooses to not use a solid metal fence, or if the County insists on a chain link fence, the Applicant may be required to redo its interference study it submitted to the FCC without the attenuation factor provided by a solid metal fence. This would certainly result in a larger PFD area, but it is not for certain if the facility, without the attenuation factor, would comply with the maximum population requirement and the other requirements of Section 25.136(a)(4). The transmitting frequencies proposed to be used by Amazon are shared with terrain-based facilities that use these frequencies, such as 5G mobile wireless service and the Internet of Things (but not radio, TV or public safety stations) and Amazon’s proposed use of the frequencies is secondary to the terrain-based use, thus the FCC wants to be assured that Amazon’s proposed facility does not cause interference to terrain-based facilities. Since the current proposed facility meets the requirements of Section 25.136(a)(4) of the FCC Rules, the Applicant is not required to perform more detailed interference studies.

When discussing RF energy levels at locations of various distances from a transmitting antenna, the terms “near-field region” and “far-field region” are often used but these terms are generally unfamiliar to the public. The “near-field region” is a range of distances from a transmitting antenna where the power density (usually expressed in mW/cm²) can reach a maximum before it begins to decrease with distance. The distance to the end of the near-field region is dependent upon the diameter of the dish and the frequency of operation. The narrow

beam of RF energy emitted by a satellite dish isn't fully formed until it reaches the "far-field region" where the power density becomes inversely proportional to the square of the distance from the antenna. In the case of the proposed Mount Ulla satellite earth station facility, the calculated near-field distance is 138.1 meters (453 feet), so the near-field region would extend much farther than the fence line.

To assess the power density received at locations where people could be standing at ground level outside the fence, the "off-axis" power density is referred to instead of the "main beam" power density, because the minimum tilt angle of the dishes will be no less than 20 degrees above the horizon, thus people standing on the ground outside the fence could not be in the center of the main beam of the dishes where the emitted RF energy is maximum. The calculated off-axis near-field power density is 0.033 mW/cm² which is 3.3% of the maximum power density allowed by the FCC in areas frequented by the public and can be considered as the maximum level at any location outside the fence. Furthermore, this level is comparable to levels involving personal wireless base station towers. At distances greater than 453 feet from a dish, the power density decreases with distance.

Conclusion

It is the opinion of CityScape that the proposed facility, at least from a health and safety viewpoint, would not have a problematic effect on the residents of the County. A fiber communications facility that includes at least one satellite dish is located on the adjacent parcel to the west which may have a mitigating effect on the visual impact of the proposed facility. Should the County approve the Special Use Permit application, CityScape recommends that the permit include the following conditions:

1. Prior to permitting, Applicant shall provide a structural analysis report by a registered North Carolina structural engineer certifying that the satellite dishes will comply with ANSI/TIA-222 G or H standards and the 23-foot fall radius; and,
2. If an emergency power backup generator is to be used, its noise level shall not exceed 65dBA at the nearest property edge. Testing shall be limited to the hours between 9:00 A.M. and 4:00 P.M., (Monday through Friday); and,
3. Clearly visible signs warning of potential RF exposure risk shall be affixed to the compound fence in accordance with FCC Rules and Regulations and OET Bulletin 65; and,
4. No advertising shall be posted on the compound fence.

I certify that, to the best of my knowledge, all the information included herein is accurate at the time of this report. CityScape only works for public entities and has unbiased opinions. All recommendations are based on technical merit without prejudice per prevailing laws and codes.

Respectfully submitted,



B. Benjamin Evans
Senior Project Engineer
CityScape Consultants, Inc.

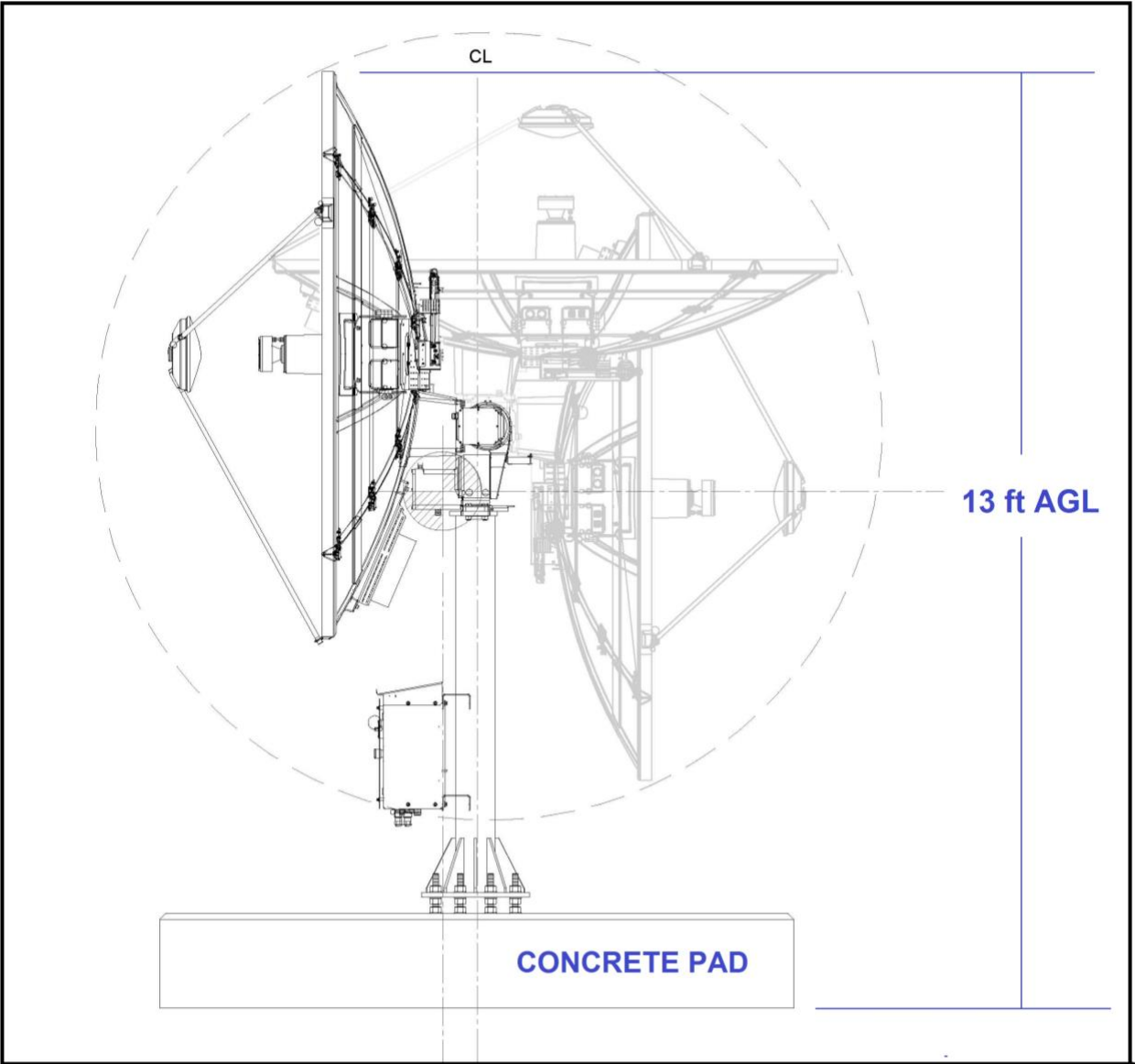


Figure 1 – Satellite Dish Sketch

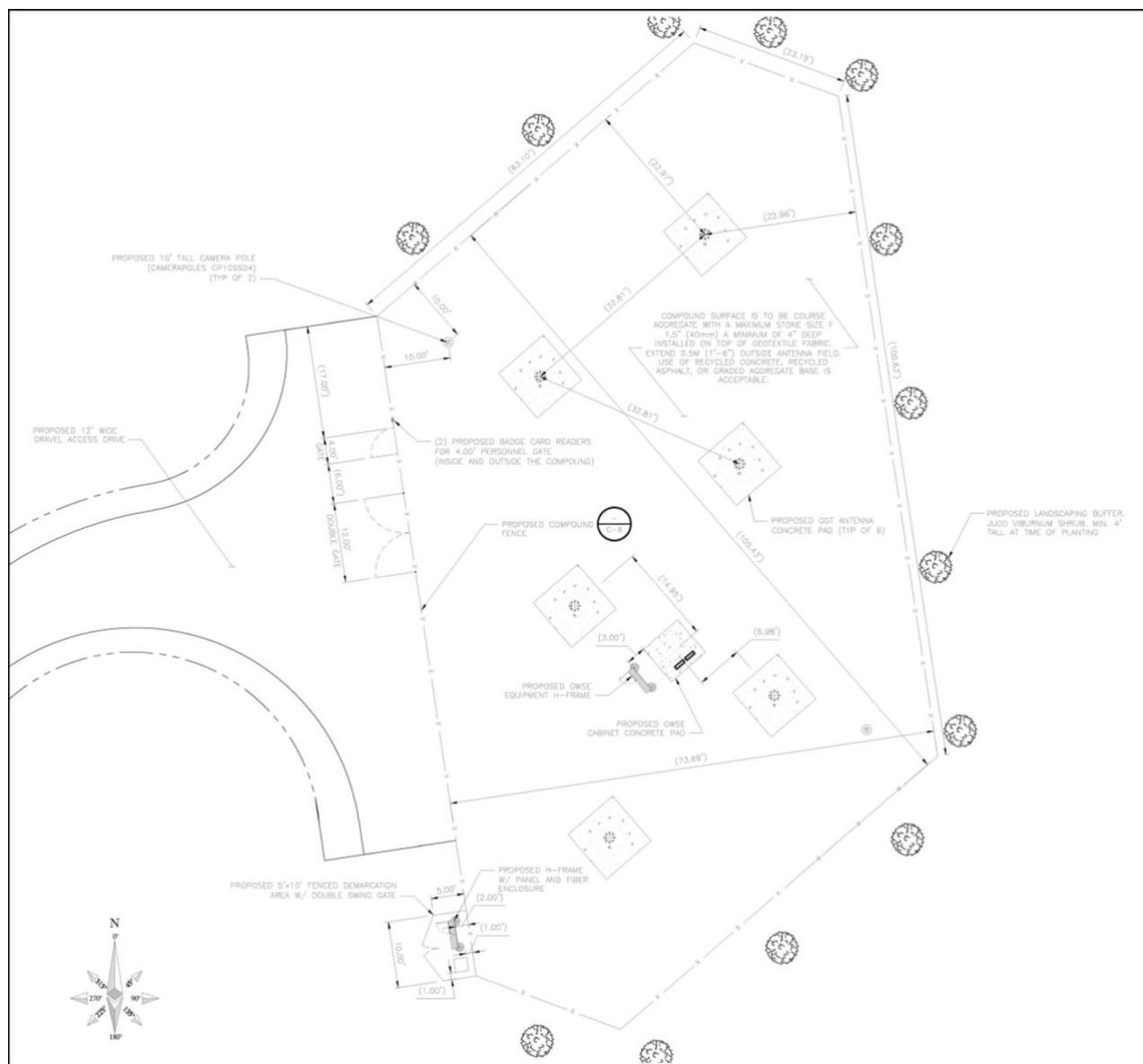


Figure 2 – Proposed Ground Compound



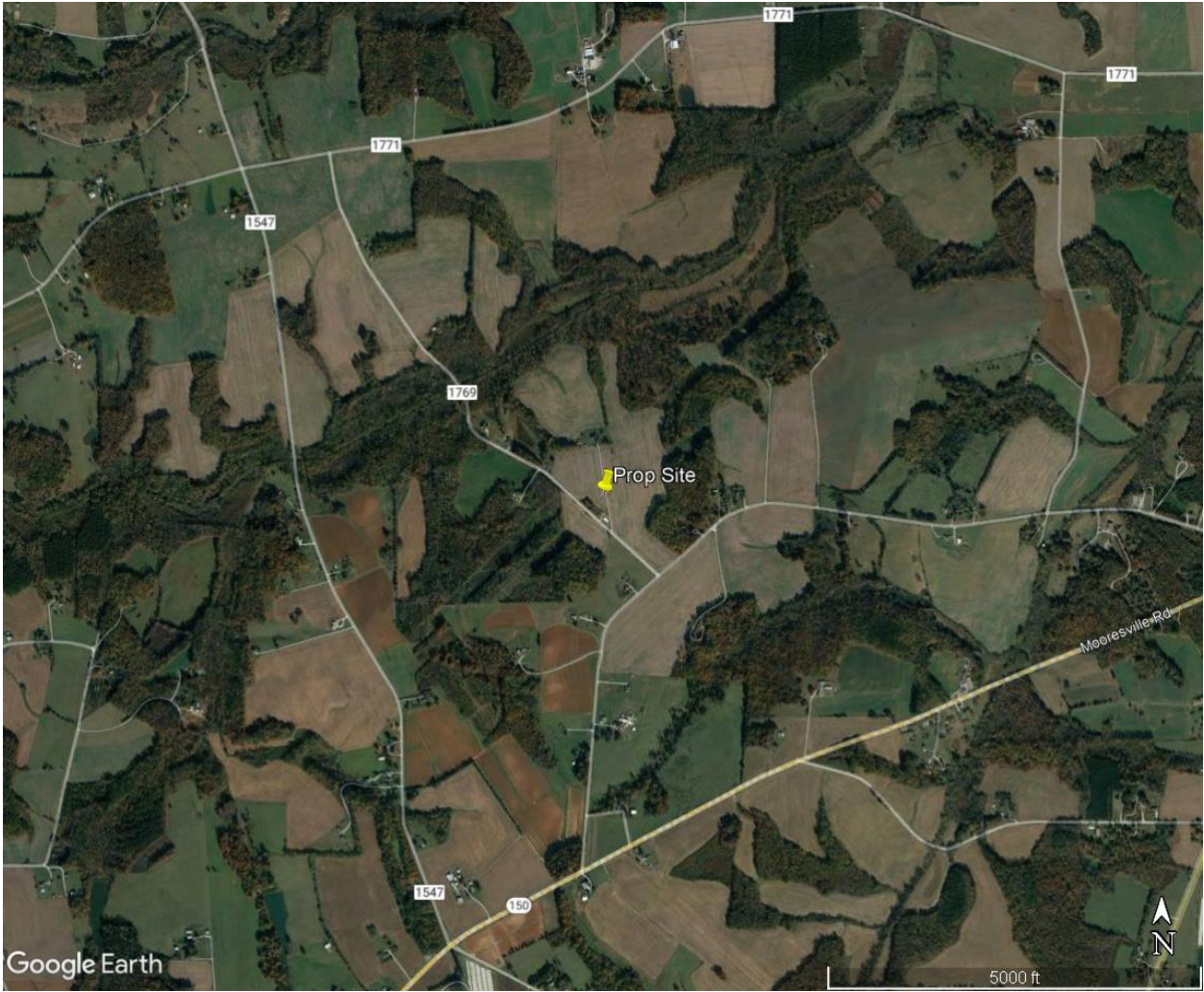


Figure 3 – Site Location Map

Calculated Variables	Unit	Value	Variable	OET Ref
Wavelength	meters	0.01	$\lambda = \frac{c}{f}$	
Area of Reflector	meters ²	4.52	$A = \pi r^2$	
Area of Sub-reflector	meters ²	0.1307	$A_{sub} = \pi r^2$	
Antenna Gain		240499.6	$G = \frac{\eta 4\pi A}{\lambda^2}$	(15)
Antenna Gain	dBi	53.8	$G_{dBi} = 10 * \log_{10}(G)$	
Near-Field Distance	meters	138.10	$R_{nf} = \frac{D^2}{4\lambda}$	(12)
Far-Field Distance	meters	331.43	$R_{ff} = \frac{0.6D^2}{\lambda}$	(16)
Far-Field Off-Axis Gain	dBi	-0.53	$G_{ff(dBi)} = 29 - 25\log_{10}(\theta)$ $\theta = \text{min elevation} = 20^\circ$	
Far-Field Off-Axis Gain		0.89	$G_{ff} = 10^{\left(\frac{G_{ff(dBi)}}{10}\right)}$	
Power over Sub-reflector	mW/cm ²	244.76	$S_{surface} = \frac{4P}{A_{sub}}$	(11)
Power over Antenna Surface	mW/cm ²	7.07	$S_{surface} = \frac{4P}{A}$	(11)
Near-Field Power Density (Main Beam)	mW/cm ²	3.25	$S_{nf} = \frac{16\eta P}{\pi D^2}$	(13)
Near-Field Power Density (Off-Axis)	mW/cm ²	0.033	$S_{nf} = \frac{16\eta P}{100\pi D^2}$	(13) ⁵
Far-Field Max Power Density (Main Beam)	mW/cm ²	1.39	$S_{ff} = \frac{PG}{4\pi R^2}$	(18)
Far-Field Max Power Density (Off-Axis)	mW/cm ²	0.000	$S_{ff off-axis} = \frac{PG_{ff}}{4\pi R^2}$	(18) ⁶

Figure 4 – RF Exposure Calculations from Applicant



October 5, 2021

VIA IBFS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street, NE
Washington, DC 20554

Re: Kuiper Systems LLC
IBFS File No. SES-LIC-20210409-00635

Dear Ms. Dortch:

Kuiper Systems LLC, a wholly-owned subsidiary of Amazon.com Services LLC (collectively “Amazon”), respectfully submits this letter in response to the Commission’s requests for additional information concerning Amazon’s application to operate a gateway earth station located in Mount Ulla, North Carolina.¹ Specifically, the Commission requested supplementary information regarding shielding, number of antennas, antenna height and position, consideration of state highways in relation to Amazon’s power flux-density (“PFD”) contour, generation of Amazon’s PFD contours, and clutter category used in Amazon’s section 25.136 analysis.² We provide the requested information below.

Shielding Information

Amazon will install a non-perforated corrugated metal fence which will surround the earth station and provide radiofrequency shielding. The fence will consist of a frame (made according to local code requirements) covered with an outer layer made of corrugated steel or aluminum. Most frames will be constructed from metal poles or pressure treated lumber. The fence’s outer layer will be constructed of solid corrugated metal panels fastened with screws to the frame. The fence will be at least 3.048 meters (10 feet) in height and will be located at a minimum distance of 6.5 meters from the antenna. As noted in the application, this shielding solution will provide a minimum of 15 dB of attenuation on the gateway transmissions—a conservative assumption as Amazon anticipates that a higher attenuation is more likely.

The achieved shielding attenuation is partially a function of the difference in heights between the antenna centerline and the shielding fence. Amazon performed two types of analyses to determine the expected shielding attenuation using various antenna and shielding heights. First, Amazon considered the shielding attenuation using a single knife-edge obstacle diffraction model in accordance with ITU-R

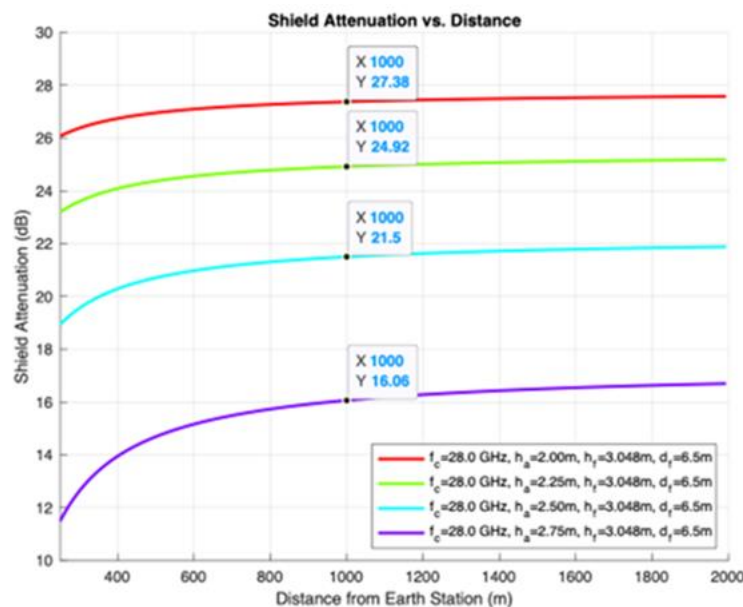
¹ See Application of Kuiper Systems LLC, IBFS File No. SES-LIC-20210409-00635 (filed Mar. 31, 2021), <https://bit.ly/3ikd2au>.

² See 47 C.F.R. § 25.136.

Recommendation P.526-15. Second, Amazon computed the differences in electromagnetic field strengths at the horizon with and without fencing using commercial software (TICRA Tools GRASP) implementing 3-D numerical techniques.

The antenna centerline height varies depending on the antenna elevation and azimuth angles because of its 2-axis X/Y mount design. The antenna centerline height listed in Amazon's coordination notice (Exhibit C), 2.74 meters, is the height of the reflector center when pointing at zenith (straight up). However, at minimum elevation – where the PFD measured at 10 meters above ground level will be at its highest – Amazon's antenna centerline height will vary between 1.9 meters and 2.5 meters, depending on the azimuth.

The results from an analysis based on a single knife-edge diffraction is provided in the figure below. The vertical axis indicates the predicted levels of shielding attenuation that will be achieved while the horizontal axis shows the horizontal distance from the earth station where the shielding effects will be observed at a height of 10 meters above the ground. Each curve represents a different antenna centerline height configuration in the range of 2.0 meters to 2.75 meters above ground (see legend). In each case, the fence is assumed to be the minimum 3.048 meters tall with a horizontal distance of 6.5 meters from the antenna. The results show that the shielding will attenuate the signal by at least 15 dB with an antenna in a zenith pointing orientation, and the shielding will be more effective when the antenna is pointed at its minimum elevation.



Number of Antennas

The gateway will have six antennas, but no more than four antennas will transmit on the same channel at any given time. The additional antennas will be used to reduce downtime by being passively pre-positioned to begin communicating with a rising satellite immediately after an active satellite sets. The extra antennas will also be used to ensure earth station availability in the event of an antenna failure.

Antenna Height and Antenna Position

Amazon notes that in Form 312, Schedule B, field E35 (Above Ground Level (meters)), of our application, Amazon stated that the antenna would be 2.74 meters. Amazon would like to clarify that the maximum overall height of the antenna structure is about 4 meters above ground level.

In relation to the table on Exhibit A, p.3, of our application, Amazon notes that the table shows truncated latitude/longitude coordinates compared to those included in Form 312, Schedule B and Exhibit C (Comsearch Report). The truncated latitude and longitude values in the Exhibit A table are the result of formatting. Our section 25.136 analysis was performed with the latitude/longitude position Amazon included in Form 312, Schedule B and Exhibit C (Comsearch Report).

Consideration of State Highways

Amazon has checked the North Carolina Department of Transportation classification guide³ and confirmed that the PFD contour for the Mount Ulla, North Carolina site does not overlap with any state Freeways and Expressways or Other Principal Arterials.

Generation of Amazon's PFD Contours

Amazon's PFD contours are generated using Visualyse Pro and internal software. Amazon's internal software uses a similar methodology to that of Visualyse Pro and allows us to automate the analysis of multiple sites and under multiple configurations. Both Visualyse Pro and Amazon's internal software create a raster grid of measurement points surrounding the transmitting earth station. Amazon uses a raster that is 10 kilometers wide and with measurement points every 10 to 50 meters. The measurement points represent potential receive antennas surrounding the transmit location. These measurement points are located 10 meters above ground, consistent with sections 25.136(a)(4)(ii) and 25.136(a)(4)(iii) of the Commission's rules.⁴

Clutter Category for ITU-R Recommendation P.452

Amazon used the ITU-R Recommendation P.452 propagation model for its section 25.136 analysis.⁵ In its analysis, Amazon used the lowest clutter category from Table 4 of ITU-R P.452 (high crop fields, park land, irregularly spaced sparse trees, orchard, sparse houses). Visual inspection of the area shows that trees measuring greater than four meters surround the area, making the use of this clutter category a conservative assumption.

In the event the actual antenna gain pattern exceeds the calculated gain levels in the application, or the shielding attenuation achieved falls below the required levels, Amazon will ensure that the PFD contour resulting from the actual antenna and shielding configuration continues to meet all of the criteria specified

³ See NCDOT 2020-2029 STIP Map, North Carolina Department of Transportation, <https://bit.ly/39OhXfk> (last visited Sept. 29, 2021).

⁴ See 47 C.F.R. § 25.136(a)(4)(ii)-(iii).

⁵ See 47 C.F.R. § 25.136.

in sections 25.136(a)(4)(ii) and 25.136(a)(4)(iii) of the Commission's rules.⁶ The International Bureau has similarly conditioned other satellite operators' earth station licenses in the 27.5-28.35 GHz band.⁷

As support for the statements made in this letter, the KML file for this application is attached.

Please contact me with any questions.

Respectfully submitted,

/s/ **Liliana Farfan Roach**

Liliana Farfan Roach
Corporate Counsel
Kuiper Systems LLC,
an Amazon subsidiary

⁶ See 47 C.F.R. § 25.136(a)(4)(ii)-(iii).

⁷ As an example, the International Bureau granted SpaceX's Prosser, WA application with the following conditions: (a) 90530 - The earth station licensee is required to take corrective action to mitigate interference in the 27.5-28.35 GHz frequency band if the actual PFD, at ten meters above ground level, exceeds -77 .6 dBm/m2/MHz anywhere outside the contour specified in the application; and (b) 90573 - To the extent that the actual gain pattern of the antenna ultimately deployed by the licensee exceeds the antenna mask used in the calculation of the PFD contour, the contour resulting from the actual antenna pattern must continue to meet all of the criteria specified in 47 CFR § 25.136(a)(4)(i-iv). See SpaceX Services, Inc., Grant, IBFS File No. SES-LIC-20200701-00687 (granted July 9, 2021), <https://bit.ly/3CdnA2L>.

Approved by OMB
3060-0678

Date & Time Filed:
File Number: ---
Callsign/Satellite ID:

APPLICATION FOR EARTH STATION AUTHORIZATIONS

**FCC 312 MAIN FORM
FOR OFFICIAL USE ONLY**

FCC Use Only**APPLICANT INFORMATION**

Enter a description of this application to identify it on the main menu:

Amazon - Mount Ulla, NC Gateway 03.31.21

1-8. Legal Name of Applicant

Name: Kuiper Systems LLC Phone Number: 203-856-8528
DBA Name: Fax Number:
Street: 410 Terry Avenue North E-Mail: kuiper-regulatory-contact@amazon.com
City: Seattle State: WA
Country: USA Zipcode: 98109 -
Attention: Will Lewis

9-16. Name of Contact Representative

Name: Will Lewis Phone Number: 203-856-8528
Company: Kuiper Systems LLC Fax Number:
Street: 1800 South Bell Street E-Mail: kuiper-regulatory-contact@amazon.com
City: Arlington State: VA
Country: USA Zipcode: 22202-
Attention: Relationship:

CLASSIFICATION OF FILING

17. Choose the button next to the classification that applies to this filing for both questions a. and b. Choose only one for 17a and only one for 17b.

a.

☒ a1. Earth Station
(N/A) a2. Space Station

b.

- ☒ b1. Application for License of New Station
☐ b2. Application for Registration of New Domestic Receive-Only Station (N/A)
☐ b3. Amendment to a Pending Application (N/A)
☐ b4. Modification of License or Registration (N/A)
☐ b5. Assignment of License or Registration (N/A)
☐ b6. Transfer of Control of License or Registration (N/A)
☐ b7. Notification of Minor Modification (N/A)
☐ b8. Application for License of New Receive-Only Station Using Non-U.S. Licensed Satellite (N/A)
☐ b9. Letter of Intent to Use Non-U.S. Licensed Satellite to Provide Service in the United States (N/A)
☐ b10. Other (Please specify)
☐ b11. Application for Earth Station to Access a Non-U.S. satellite Not Currently Authorized to Provide the Proposed Service in the Proposed Frequencies in the United States.

17c. Is a fee submitted with this application?

☒ If Yes, complete and attach FCC Form 159.

If No, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114).

☐ Governmental Entity ☐ Noncommercial educational licensee

☐ Other(please explain):

17d.

Fee Classification BAX - Fixed Satellite Transmit/Receive Earth Station

18. If this filing is in reference to an existing station, enter:

(a) Call sign of station:
Not Applicable

19. If this filing is an amendment to a pending application enter:

(a) Date pending application was filed:

(b) File number of pending application:

Not Applicable

Not Applicable

TYPE OF SERVICE

20. NATURE OF SERVICE: This filing is for an authorization to provide or use the following type(s) of service(s): Select all that apply:

- ☒ a. Fixed Satellite
☒ b. Mobile Satellite
☐ c. Radiodetermination Satellite
☐ d. Earth Exploration Satellite
☐ e. Direct to Home Fixed Satellite
☐ f. Digital Audio Radio Service
☐ g. Other (please specify)

21. STATUS: Choose the button next to the applicable status.
Choose only one.

☐ Common Carrier ☒ Non-Common Carrier

22. If earth station applicant, check all that apply.

- ☒ Using U.S. licensed satellites
☐ Using Non-U.S. licensed satellites

23. If applicant is providing INTERNATIONAL COMMON CARRIER service, see instructions regarding Sec. 214 filings. Choose one.
Are these facilities:

☐ Connected to a Public Switched Network ☐ Not connected to a Public Switched Network ☒ N/A

24. FREQUENCY BAND(S): Place an "X" in the box(es) next to all applicable frequency band(s).

- ☐ a. C-Band (4/6 GHz) ☐ b. Ku-Band (12/14 GHz)
☒ c. Other (Please specify upper and lower frequencies in MHz.)

Frequency Lower: 17800 Frequency Upper: 30000

TYPE OF STATION

25. CLASS OF STATION: Choose the button next to the class of station that applies. Choose only one.

- ☒ a. Fixed Earth Station
☐ b. Temporary-Fixed Earth Station
☐ c. 12/14 GHz VSAT Network
☐ d. Mobile Earth Station
(N/A) e. Geostationary Space Station
(N/A) f. Non-Geostationary Space Station
☐ g. Other (please specify)

26. TYPE OF EARTH STATION FACILITY: Choose only one.

☒ Transmit/Receive ☐ Transmit-Only ☐ Receive-Only ☐ N/A

PURPOSE OF MODIFICATION

27. The purpose of this proposed modification is to: (Place an 'X' in the box(es) next to all that apply.)

Not Applicable

ENVIRONMENTAL POLICY

28. Would a Commission grant of any proposal in this application or amendment have a significant environmental impact as defined by 47 CFR 1.1307? If YES, submit the statement as required by Sections 1.1308 and 1.1311 of the Commission's rules, 47 C.F.R. §§ 1.1308 and 1.1311, as an exhibit to this application. A Radiation Hazard Study must accompany all applications for new transmitting facilities, major modifications, or major amendments.

☐ Yes ☒ No

ALIEN OWNERSHIP Earth station applicants not proposing to provide broadcast, common carrier, aeronautical

en route or aeronautical fixed radio station services are not required to respond to Items 30-34.

29. Is the applicant a foreign government or the representative of any foreign government?	<input type="radio"/> Yes <input checked="" type="radio"/> No
30. Is the applicant an alien or the representative of an alien?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
31. Is the applicant a corporation organized under the laws of any foreign government?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
32. Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
33. Is the applicant a corporation directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
34. If any answer to questions 29, 30, 31, 32 and/or 33 is Yes, attach as an exhibit an identification of the aliens or foreign entities, their nationality, their relationship to the applicant, and the percentage of stock they own or vote.	

BASIC QUALIFICATIONS

35. Does the Applicant request any waivers or exemptions from any of the Commission's Rules? If Yes, attach as an exhibit, copies of the requests for waivers or exceptions with supporting documents.	<input type="radio"/> Yes <input checked="" type="radio"/> No
36. Has the applicant or any party to this application or amendment had any FCC station authorization or license revoked or had any application for an initial, modification or renewal of FCC station authorization, license, or construction permit denied by the Commission? If Yes, attach as an exhibit, an explanation of circumstances.	<input type="radio"/> Yes <input checked="" type="radio"/> No
37. Has the applicant, or any party to this application or amendment, or any party directly or indirectly controlling the applicant ever been convicted of a felony by any state or federal court? If Yes, attach as an exhibit, an explanation of circumstances.	<input type="radio"/> Yes <input checked="" type="radio"/> No
38. Has any court finally adjudged the applicant, or any person directly or indirectly controlling the applicant, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? If Yes, attach as an exhibit, an explanation of circumstances.	<input type="radio"/> Yes <input checked="" type="radio"/> No
39. Is the applicant, or any person directly or indirectly controlling the applicant, currently a party in any pending matter referred to in the preceding two items? If yes, attach as an exhibit, an explanation of the circumstances.	<input type="radio"/> Yes <input checked="" type="radio"/> No
40. If the applicant is a corporation and is applying for a space station license, attach as an exhibit the names, address, and citizenship of those stockholders owning a record and/or voting 10 percent or more of the Filer's voting stock and the percentages so held. In the case of fiduciary control, indicate the beneficiary(ies) or class of beneficiaries. Also list the names and addresses of the officers and directors of the Filer.	
41. By checking Yes, the undersigned certifies, that neither applicant nor any other party to the application is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Act of 1988, 21 U.S.C. Section 862, because of a conviction for possession or distribution of a controlled substance. <i>See 47 CFR 1.2002(b) for the meaning of "party to the application" for these purposes.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
42a. Does the applicant intend to use a non-U.S. licensed satellite to provide service in the United States? If Yes, answer 42b and attach an exhibit providing the information specified in 47 C.F.R. 25.137, as appropriate. If No, proceed to question 43.	<input type="radio"/> Yes <input checked="" type="radio"/> No
42b. What administration has licensed or is in the process of licensing the space station? If no license will be issued, what administration has coordinated or is in the process of coordinating the space station? N/A	
43. Description. (Summarize the nature of the application and the services to be provided). Applicant seeks authority for its Mount Ulla, NC gateway earth station to use Ka-band frequencies.	

43a. Geographic Service Rule Certification

☒ A

By selecting A, the undersigned certifies that the applicant is not subject to the geographic service or geographic coverage requirements specified in 47 C.F.R. Part 25.

By selecting B, the undersigned certifies that the applicant is subject to the geographic service or geographic coverage requirements specified in 47 C.F.R. Part 25 and will comply with such requirements. ☐ B

By selecting C, the undersigned certifies that the applicant is subject to the geographic service or geographic coverage requirements specified in 47 C.F.R. Part 25 and will not comply with such requirements because it is not feasible as a technical matter to do so, or that, while technically feasible, such services would require so many compromises in satellite design and operation as to make it economically unreasonable. A narrative description and technical analysis demonstrating this claim are attached. ☐ C

CERTIFICATION

The Applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. The applicant certifies that grant of this application would not cause the applicant to be in violation of the spectrum aggregation limit in 47 CFR Part 20. All statements made in exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The undersigned, individually and for the applicant, hereby certifies that all statements made in this application and in all attached exhibits are true, complete and correct to the best of his or her knowledge and belief, and are made in good faith.

44. Applicant is a (an): (Choose the button next to applicable response.)

- ☐ Individual
☐ Unincorporated Association
☐ Partnership
☐ Corporation
☐ Governmental Entity
☒ Other (please specify)
Limited Liability Company

45. Name of Person Signing
Will Lewis

46. Title of Person Signing
Corporate Counsel

47. Please supply any need attachments.

Attachment 1:

Attachment 2:

Attachment 3:

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND / OR IMPRISONMENT
(U.S. Code, Title 18, Section 1001), AND/OR REVOCATION OF ANY STATION AUTHORIZATION
(U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).**

**SATELLITE EARTH STATION AUTHORIZATIONS
FCC Form 312 - Schedule B:(Technical and Operational Description)**

FOR OFFICIAL USE ONLY

Location of Earth Station Site

E1: Site Identifier: Mount Ulla Gateway

E5. Call Sign:

E2: Contact Name Cat DeLeonardis

E6. Phone Number: 206-646-2992

E3. Street:

E7. City: Mount Ulla

E8. County: Rowan

E4. State NC

E9. Zip Code

E10. Area of Operation:

Mount Ulla, NC

E11. Latitude: 35 ° 38 ' 58.2 " N

E12. Longitude: 80 ° 40 ' 5.3 " W

E13. Lat/Lon Coordinates are: ☐ NAD-27 ☒ NAD-83 ☐ N/A

E14. Site Elevation (AMSL): 246.43 meters

E15. If the proposed antenna(s) operate in the Fixed Satellite Service (FSS) with geostationary satellites, do(es) the proposed antenna(s) comply with the antenna gain patterns specified in Section 25.209(a) and (b) as demonstrated by the manufacturer's qualification measurement? If NO, provide a technical analysis showing compliance with two-degree spacing policy.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
E16. If the proposed antenna(s) do not operate in the Fixed Satellite Service (FSS), or if they operate in the Fixed Satellite Service (FSS) with non-geostationary satellites, do(es) the proposed antenna(s) comply with the antenna gain patterns specified in Section 25.209(a2) and (b) as demonstrated by the manufacturer's qualification measurements?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
E17. Is the facility operated by remote control? If YES, provide the location and telephone number of the control point.	<input checked="" type="radio"/> Yes <input type="radio"/> No
E18. Is frequency coordination required? If YES, attach a frequency coordination report as	<input checked="" type="radio"/> Yes <input type="radio"/> No
E19. Is coordination with another country required? If YES, attach the name of the country(ies) and plot of coordination contours as	<input type="radio"/> Yes <input checked="" type="radio"/> No
E20. FAA Notification - (See 47 CFR Part 17 and 47 CFR part 25.113(c)) Where FAA notification is required, have you attached a copy of a completed FCC Form 854 and or the FAA's study regarding the potential hazard of the structure to aviation? FAILURE TO COMPLY WITH 47 CFR PARTS 17 AND 25 WILL RESULT IN THE RETURN OF THIS APPLICATION.	<input type="radio"/> Yes <input checked="" type="radio"/> No

POINTS OF COMMUNICATION

Satellite Name: OTHER OTHER If you selected OTHER, please enter the following:	
E21. Common Name: Kuiper (S3051)	E22. ITU Name: USASAT-NGSO-8A/8B/8C
E23. Orbit Location: NGSO	E24. Country: USA

POINTS OF COMMUNICATION (Destination Points)

E25. Site Identifier: Mount Ulla Gateway	
E26. Common Name:	E27. Country: USA

ANTENNA

Site ID	E28. Antenna Id	E29. Quantity	E30. Manufacturer	E31. Model	E32. Antenna Size	E41/42. Antenna Gain Transmint and/or Recieve(____dBi at ____GHz)		
Mount Ulla Gateway	AMZN-2.4M	6	Kuiper	24001	2.4	49.0 dBi at 17.8		
						53.8 dBi at 27.5		

E28. Antenna Id	E33/34. Diameter Minor/Major(meters)	E35. Above Ground Level (meters)	E36. Above Sea Level (meters)	E37. Building Height Above Ground Level (meters)	E38. Total Input Power at antenna flange (Watts)	E39. Maximum Antenna Height Above Rooftop (meters)	E40. Total EIRP for al carriers (dBW)
AMZN-2.4M	2.4/2.4	2.74	246.43	0.0	100.0	0.0	73.8

FREQUENCY

E28.	E43/44.	E45.	E46. Antenna	E47.	E48. Maximum	E49. Maximum ERIP
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Antenna Id	Frequency Bands(MHz)	T/R Mode	Polarization(H,V,L,R)	Emission Designator	EIRP per Carrier(dBW)	Density per Carrier(dBW/4kHz)
AMZN-2.4M	17800 18600	R	Left and Right Circular	100MG7D	0.0	0.0
E50. Modulation and Services BPSK up to 64 QAM; Digital Data						
AMZN-2.4M	17800 18600	R	Left and Right Circular	500MG7D	0.0	0.0
E50. Modulation and Services BPSK up to 64 QAM; Digital Data						
AMZN-2.4M	18800 20200	R	Left and Right Circular	100MG7D	0.0	0.0
E50. Modulation and Services BPSK up to 64 QAM; Digital Data						
AMZN-2.4M	18800 20200	R	Left and Right Circular	500MG7D	0.0	0.0
E50. Modulation and Services BPSK up to 64 QAM; Digital Data						
AMZN-2.4M	27500 30000	T	Left and Right Circular	500MG7D	63.8	12.8
E50. Modulation and Services BPSK up to 512QAM; Digital Data						
AMZN-2.4M	27500 30000	T	Left and Right Circular	50M0G7D	53.8	12.8
E50. Modulation and Services BPSK up to 512QAM; Digital Data						

FREQUENCY COORDINATION

E28. Antenna Id	E51. Satellite Orbit Type	E52/53. Frequency Limits(MHz)	E54/55. Range of Satellite Arc E/W Limit	E56. Earth Station Azimuth Angle Eastern Limit	E57. Antenna Elevation Angle Eastern Limit	E58. Earth Station Azimuth Angle Western Limit	E59. Antenna Elevation Angle Western Limit	E60. Maximum EIRP Density toward the Horizon(dBW/4kHz)
AMZN-2.4M	Non-Geostationary	17800 18600	0.0/360.0	0.0	20.0	360.0	20.0	-41.5
	Non-Geostationary	18800 20200	0.0/360.0	0.0	20.0	360.0	20.0	-41.5
	Non-Geostationary	27500 30000	0.0/360.0	0.0	20.0	360.0	20.0	-41.5

REMOTE CONTROL POINT LOCATION

REMOTE CONTROL POINT LOCATION

E61. Call Sign NOTE: Please enter the callsign of the controlling station, not the callsign for which this application is being filed.		E65. Phone Number 206-646-2992	
E62. Street Address 18460 NE 76th Street			
E63. City Redmond	E67. County King	E64/68. State/Country WA/ USA	E66. Zip Code 98052

FCC NOTICE REQUIRED BY THE PAPERWORK REDUCTION ACT

The public reporting for this collection of information is estimated to average 0.25 - 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the

required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERF, Paperwork Reduction Project (3060-0678), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND COMPLETED FORMS TO THIS ADDRESS.

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THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

GATEWAY LICENSE NARRATIVE

Kuiper Systems LLC, a wholly-owned subsidiary of Amazon.com Services LLC (collectively “Amazon”), seeks authority to operate a fixed gateway earth station (“gateway”) in Mount Ulla, NC. This narrative demonstrates why authorizing this gateway would serve the public interest and explains how Amazon will operate consistent with the Commission’s rules.

Amazon’s Kuiper System will deliver satellite broadband communications services to tens of millions of unserved and underserved consumers and businesses in the United States and around the globe. According to the 2021 Broadband Deployment Report, 14.5 million Americans lack access to fixed terrestrial broadband with benchmark download and upload speeds of 25 Mbps and 3 Mbps, respectively.¹ Amazon’s Kuiper System will help close this digital divide by offering broadband communications services, including connectivity to homes, schools, hospitals, government offices, businesses of all sizes, first responders, and disaster relief operations, to rural and hard-to-reach areas. The Kuiper System will also enable mobile network operators to expand wireless services to unserved and underserved mobile customers and provide high-throughput mobile broadband connectivity services for aircraft, maritime vessels, and land vehicles. This gateway will be another step toward providing these urgently needed services to the American public.

The proposed gateway will consist of six (6) technically identical antennas that will communicate with Amazon’s non-geostationary orbit (“NGSO”) fixed-satellite service (“FSS”) and mobile-satellite service (“MSS”) Kuiper System in the frequency bands 27.5-30.0 GHz (Earth-

¹ See *Inquiry Concerning Deployment of Advanced Telecommunications Capability to All Americans in a Reasonable and Timely Fashion*, Fourteenth Broadband Deployment Report, GN Docket No. 20-269, FCC 21-18 ¶ 2 (rel. Jan. 19, 2021).

to-space) and 17.8-18.6 GHz and 18.8-20.2 GHz (space-to-Earth). No more than four (4) antennas will transmit on the same channel at any one time.

I. PUBLIC INTEREST BENEFITS

In July 2020, Amazon received Commission authority to launch and operate its Kuiper System in the frequency bands 17.7-18.6 GHz,² 18.8-20.2 GHz, and 27.5-30.0 GHz.³ As noted above, compelling public interest benefits justify expeditious authorization of this gateway. Amazon’s customer-centric approach inspired the development of the Kuiper System and delivery of reliable, high-speed, low-latency broadband. The gateway will allow Amazon to deliver its broadband service to residential, mobility, enterprise, and government customers.

II. SPECTRUM USE AND SHARING

Amazon will adhere to all International Telecommunication Union (“ITU”) and Commission requirements and pertinent future FCC rulemakings governing NGSO Ka-band gateways. When sharing spectrum, Amazon will operate consistent with its License⁴ and the Commission’s rules, as discussed below.

a. Kuiper System Gateway Transmit Frequencies

The gateway will transmit to Kuiper System satellites in the frequencies listed in Table 1 and follow relevant sharing requirements in the Commission’s rules.

² Although Amazon requested access to the frequency band 17.7-17.8 GHz, it will only use this segment for space-to-Earth gateway operations outside the United States and its territories. *See Kuiper Systems, LLC*, Order and Authorization, 35 FCC Rcd 8324 ¶ 59(g) (2020) (“License”).

³ *See id.* ¶ 2.

⁴ *See id.* ¶ 59.

Table 1: Kuiper System Gateway Transmit Frequencies

Transmit Frequencies (GHz)	Status⁵
27.5-28.35	NGSO FSS secondary to UMFUS and GSO FSS
28.35-28.6	NGSO FSS secondary to GSO FSS
28.6-29.1	NGSO FSS primary
29.1-29.5	NGSO MSS feeder link co-primary
29.5-30.0	NGSO FSS secondary to GSO FSS

i. 27.5-28.35 GHz (NGSO FSS secondary to UMFUS)

NGSO FSS may transmit on a secondary basis without providing interference protection to the Upper Microwave Flexible Use Service (“UMFUS”) in the 27.5-28.35 GHz band.⁶ Exhibit A, the UMFUS analysis, demonstrates how the gateway satisfies the section 25.136(a) protection criteria and, therefore, does not need to protect future UMFUS deployments.⁷ Exhibit C, the Comsearch report, establishes that Amazon has coordinated with UMFUS licensees consistent with section 101.103(d).⁸

⁵ See generally 47 C.F.R. § 2.106; *Update to Parts 2 and 25 Concerning Non-Geostationary, Fixed-Satellite Service Systems and Related Matters*, Report and Order and Notice of Proposed Rulemaking, 32 FCC Rcd 7809 (2017) (“*NGSO FSS Order*”); *id.* at Appendix B (“Ka-band Plan”).

⁶ See 47 C.F.R. §§ 2.106, 25.136; *International Bureau Issues Guidance on Siting Methodologies for Earth Station Seeking to Operate in the 24.75-25.25 GHz, 27.5-28.35 GHz, 37.5-40 GHz, 47.2-48.2 GHz, and 50.4-51.4 GHz Frequency Bands to Demonstrate Compliance with Section 25.136*, Public Notice, 35 FCC Rcd 6347 (2020).

⁷ See 47 C.F.R. § 25.136(a); Exhibit A.

⁸ See 47 C.F.R. § 101.103(d); Exhibit C.

ii. 27.5-28.6 GHz and 29.5-30.0 GHz (NGSO FSS secondary to GSO systems)

NGSO FSS may transmit on a secondary basis to geostationary orbit (“GSO”) FSS in the 27.5-28.6 GHz and 29.5-30.0 GHz bands.⁹ Amazon does not claim interference protection from GSO FSS in these bands and certifies it will comply with the applicable equivalent power flux-density (“EPFD”) limits in ITU Radio Regulations Article 22 and Resolution 76 to ensure transmissions do not cause harmful interference.¹⁰

iii. 28.6-29.1 GHz (NGSO FSS primary)

NGSO FSS may transmit on a primary basis in the 28.6-29.1 GHz band.¹¹ Amazon’s operations as NGSO FSS possess primary status in the band.¹²

iv. 29.1-29.5 GHz (NGSO MSS feeder link co-primary)

NGSO MSS feeder links may transmit on a co-primary basis with the Local Multipoint Distribution Service (“LMDS”) in the 29.1-29.25 MHz band and FS in the 29.25-29.5 GHz band.¹³ As described in the following sub-sections, the Commission has granted Amazon authority to

⁹ See 47 C.F.R. § 2.106; Ka-band Plan.

¹⁰ See 47 C.F.R. §§ 2.106, 25.115(f)(1), 25.146(a)(2); Ka-band Plan; ITU Radio Regulations Article 22 and Resolution 76 (WRC-15); *see also Amendment of Parts 2 and 25 of the Commission's Rules to Permit Operation of NGSO FSS Systems Co-Frequency with GSO and Terrestrial Systems in the Ku-Band Frequency Range*, 16 FCC Rcd 4096 ¶ 77 (2000) (concluding that compliance with EPFD limits “will adequately protect GSO FSS networks”) (“2000 NGSO FSS Order”).

¹¹ See 47 C.F.R. § 2.106; Ka-band Plan.

¹² See License ¶ 11; 47 C.F.R. § 25.261. In the 28.5-29.1 GHz band, Amazon will not cause harmful interference to, or claim protection from, grandfathered Fixed Service (“FS”) stations as required by the Commission’s rules. See 47 C.F.R. § 2.106 n.NG62.

¹³ See 47 C.F.R. § 2.106; Ka-band Plan.

operate NGSO MSS feeder links in this band and, therefore, the gateway may operate on a primary basis.¹⁴

1. NGSO MSS feeder link

To share with other co-primary NGSO MSS feeder link systems, Amazon will coordinate use of the band with NGSO system operators not included in the March 2020 processing round before commencing service¹⁵ and employ the section 25.261 spectrum-sharing framework with NGSO system operators in the March 2020 processing round while operating service.¹⁶

2. LMDS

To share with LMDS, Amazon will coordinate as required by the Commission's rules.¹⁷

3. FS

To share with FS, Amazon will not cause harmful interference to, or claim protection from, grandfathered FS stations as required by the Commission's rules.¹⁸

b. Kuiper System Gateway Receive Frequencies

The gateway will receive transmissions from the Kuiper System in the frequencies listed in Table 2 and follow relevant sharing requirements in the Commission's rules.¹⁹

¹⁴ See License ¶¶ 24-25 and n.7.

¹⁵ Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. See License ¶ 59(i).

¹⁶ See *id.*

¹⁷ See 47 C.F.R. § 101.103(d).

¹⁸ See 47 C.F.R. § 2.106 n.NG62.

¹⁹ Before operating in these bands, Amazon will complete coordination with U.S. Federal systems. See *id.* n.US334; License ¶ 59(m).

Table 2: Kuiper System Gateway Receive Frequencies

Frequencies (GHz)	Status²⁰
17.8-18.3	NGSO FSS secondary to FS and GSO FSS
18.3-18.6	NGSO FSS secondary to GSO FSS
18.8-19.3	NGSO FSS primary
19.3-19.4 and 19.6-19.7	NGSO FSS secondary to FS, NGSO MSS FL, and GSO FSS
19.4-19.6	NGSO MSS feeder link co-primary
19.7-20.2	NGSO FSS secondary to GSO FSS

i. 17.8-18.3, 19.3-19.4, and 19.6-19.7 GHz (NGSO FSS secondary to FS)

NGSO FSS may receive on a secondary basis to FS in the 17.8-18.3, 19.3-19.4, and 19.6-19.7 GHz bands.²¹ To share with FS, Amazon will meet the power flux-density limits in ITU Radio Regulations Article 21.²² The Comsearch report confirms no additional limitations are necessary.²³

²⁰ See generally 47 C.F.R. § 2.106; *NGSO FSS Order*; Ka-band Plan.

²¹ See 47 C.F.R. § 2.106; Ka-band Plan.

²² See License ¶¶ 13, 59(d)-(e).

²³ See Exhibit C.

ii. 17.8-18.6, 19.3-19.4, 19.6-19.7, and 19.7-20.2 GHz (NGSO FSS secondary to GSO FSS)

NGSO FSS may receive on an unprotected, non-interference basis with respect to GSO FSS in the 17.8-18.6 GHz, 19.3-19.4 GHz, 19.6-19.7 GHz, and 19.7-20.2 GHz bands.²⁴ To share with GSO FSS, Amazon will comply with the applicable EPFD limits in ITU Radio Regulations Article 22 and Resolution 76.²⁵

iii. 18.8-19.3 GHz (NGSO FSS primary)

NGSO FSS may receive on a primary basis in the 18.8-19.3 GHz band.²⁶ Amazon's operations qualify as NGSO FSS and, therefore, possess primary status in the band.²⁷

iv. 19.3-19.4 and 19.6-19.7 GHz (NGSO FSS secondary to NGSO MSS feeder link)

NGSO FSS may receive on a secondary basis to NGSO MSS feeder link systems in the 19.3-19.4 and 19.6-19.7 GHz bands.²⁸ To share with NGSO MSS feeder links, Amazon will coordinate use of the band with NGSO system operators not in the March 2020 processing round before commencing service²⁹ and employ the section 25.261 spectrum-sharing framework with NGSO system operators in the March 2020 processing round while operating service.³⁰

²⁴ See 47 C.F.R. § 2.106; Ka-band Plan.

²⁵ The Commission has found that EPFD demonstrations may permit NGSO FSS to share frequency bands with GSO FSS. See License ¶¶ 13, 14, 59(d)-(e); *NGSO FSS Order* n.84; see also *2000 NGSO FSS Order* ¶ 77.

²⁶ See 47 C.F.R. § 2.106; Ka-band Plan.

²⁷ See License ¶ 11.

²⁸ See 47 C.F.R. § 2.106; Ka-band Plan.

²⁹ Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. See License ¶ 59(i).

³⁰ See *id.*

v. 19.4-19.6 GHz (NGSO MSS feeder link co-primary)

NGSO MSS feeder links may receive on a co-primary basis with FS in the 19.4-19.6 GHz band.³¹ To share with co-primary MSS feeder link systems, Amazon will coordinate use of the band with operators not in the March 2020 processing round before commencing service³² and employ the section 25.261 spectrum-sharing framework with operators in the March 2020 processing round while operating service.³³

III. ANTENNA PATTERN

There are no Commission standards for NGSO Ka-band gateway antenna pattern performance. The available standards consider only GSO Ku-/Ka-band or NGSO Ku-band operations because the Commission has “not yet determined what off-axis gain envelopes might be appropriate for [Ka-band] gateways operating with NGSO FSS space stations, either to facilitate NGSO-to-NGSO or NGSO-to-GSO interference protection.”³⁴ Amazon, nonetheless, will comply with the section 25.209(a)(1) mask for GSO Ka-band earth station antennas, as illustrated in Exhibit D.³⁵

IV. RADIATION HAZARD ANALYSIS

Exhibit B, the Radiation Hazard Analysis, confirms that Amazon complies with relevant Commission standards and demonstrates there is no risk of radiation exposure beyond the

³¹ See 47 C.F.R. § 2.106; Ka-band Plan.

³² Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. See License ¶ 59(i).

³³ See *id.*

³⁴ *Comprehensive Review of Licensing and Operating Rules for Satellite Services*, Report and Order, 30 FCC Rcd 14713 ¶ 213 (2015). See also *NGSO FSS Order* ¶¶ 54-55 and n.121 (declining to adopt NGSO gateway antenna performance standards). See generally 47 C.F.R. §§ 25.209, 25.132.

³⁵ See 47 C.F.R. § 25.209(a)(1); Exhibit D.

acceptable limits.³⁶ To further protect the general public, Amazon will site the gateway either behind a fence or on private commercial property with limited access. Trained technicians responsible for operating the gateway will turn off and secure the transmitters before performing any maintenance work.

V. FAA NOTIFICATION

For an antenna structure of 6.1 meters or less in height above ground level, the Commission requires no Federal Aviation Administration (“FAA”) notification.³⁷ Amazon’s antenna structure for the gateway measures 6.1 meters or less in height above ground level and requires no FAA notification.

VI. CONCLUSION

Amazon has satisfied the Commission’s licensing standards for NGSO Ka-band gateways. As a result, timely action on this application will accelerate the deployment of the Kuiper System and its ability to expand broadband access for consumers, schools, hospitals, businesses and other organizations across the country.

³⁶ See FCC OET Bulletin 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields; Exhibit B.

³⁷ See 47 C.F.R. §§ 17.2 (defining antenna structure as a structure that is constructed or used to transmit and/or receive radio energy or that supports antennas that transmit and/or receive radio energy and other appurtenances mounted thereon), 17.7(e), 25.115(j).

EXHIBIT A (SECTION 25.136 UMFUS PROTECTION ANALYSIS)

This exhibit demonstrates that the proposed gateway earth station (“gateway”) satisfactorily protects 27.5-28.35 GHz Upper Microwave Flexible Use Service (“UMFUS”) deployments in Rowan County, NC (“County”).

Section 25.136(a)(4) of the Commission’s rules outlines how Fixed-Satellite Service (“FSS”) operators may deploy gateways in the 27.5-28.35 GHz band without providing additional interference protection to co-frequency UMFUS licensees.¹ *First*, one U.S. county may not possess more than three co-frequency FSS gateways. *Second*, an FSS gateway generating a power flux-density (“PFD”) greater than or equal to -77.6 dBm/m²/MHz at 10 meters above ground level, together with the similar area of any other gateway authorized under Section 25.136(a)(1)-(4), may not cover more than certain population amounts (“-77.6 dBm/m²/MHz”).² *Third*, the -77.6 dBm/m²/MHz PFD contour may not contain any major event venue, urban mass transit route, passenger railroad, cruise ship port, or certain roads (Interstate, Other Freeways and Expressways, or Other Principal Arterial). *Fourth*, the FSS operator must coordinate with existing UMFUS licensees located within a PFD contour greater than or equal to -77.6 dBm/m²/MHz.

Amazon complies with Section 25.136(a)(4) and the Guidance. No more than three FSS gateways will operate in the County hosting the gateway. Amazon’s -77.6 dBm/m²/MHz PFD contour covers no more than 15 people of the County’s total 138,428 people, which is less than the 450 limit for a county with 6,000-450,000 people. The PFD contour does not contain any major event venue, urban mass transit route, passenger railroad, cruise ship port, Interstate, Other Freeways and Expressways, or Other Principal Arterial. Amazon has also completed coordination with existing UMFUS licensees, as required.³

The Commission, therefore, should authorize this gateway and not require Amazon to provide additional interference protection to UMFUS licensees in this County.

¹ See 47 C.F.R. § 25.136(a)(4) (“Section 25.136”). The Commission has offered additional guidance on how to present Section 25.136 showings. *See generally International Bureau Issues Guidance on Siting Methodologies for Earth Stations Seeking to Operate in the 24.75-25.25 GHz, 27.5-28.35 GHz, 37.5-40 GHz, 47.2-48.2 GHz, and 50.4-51.4 GHz Frequency Bands to Demonstrate Compliance with Section 25.136*, Public Notice, 35 FCC Rcd 6347 (IB 2020) (“Guidance”).

² See Section 25.136 at Table 1 to Paragraph (A)(4)(ii) (permitting the PFD contour to cover 0.1 percent of the population in a county with more than 450,000 people; 450 people in a county with 6,000-450,000 people; and 7.5 percent of the population in a county with fewer than 6,000 people).

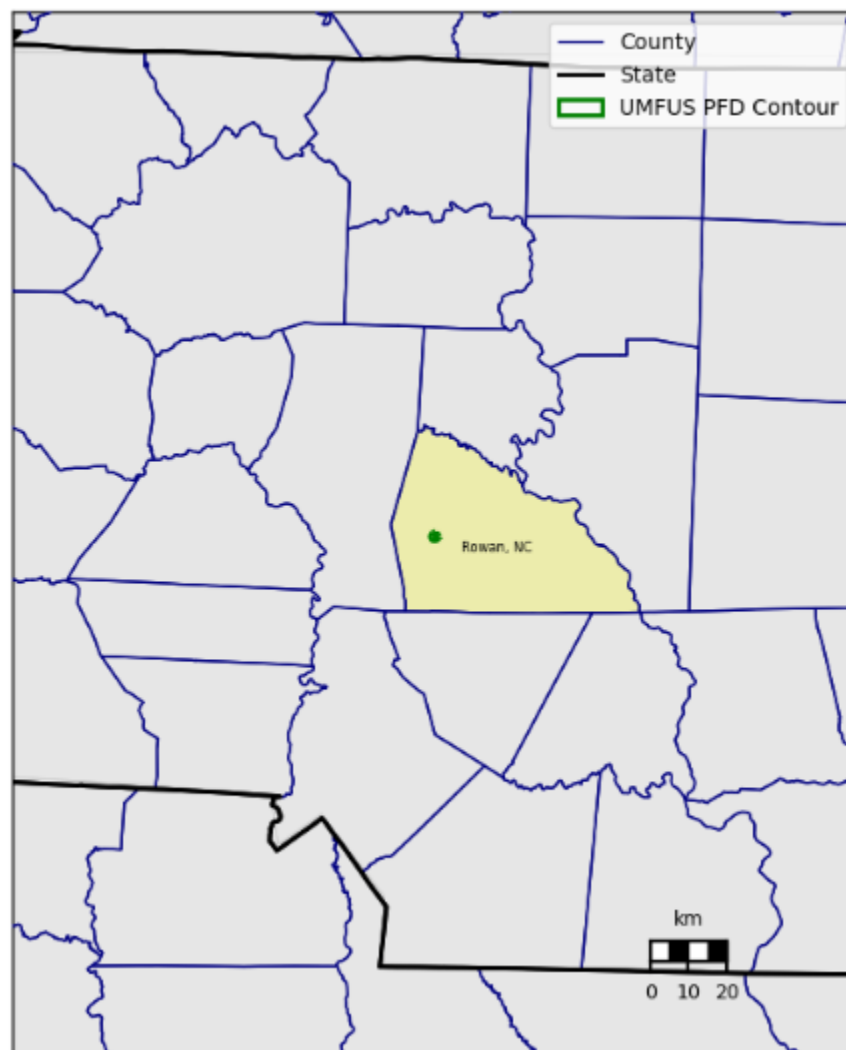
³ See Exhibit C, Comsearch Coordination Report.

Section 25.136(a)(4)(i) (no more than three co-frequency FSS gateways in one county)

(i) There are no more than two other authorized earth stations operating in the 27.5-28.35 GHz band within the county where the proposed earth station is located that meet the criteria contained in either paragraph (a)(1), (2), (3), or (4) of this section. For purposes of this requirement, multiple earth stations that are collocated with or at a location contiguous to each other shall be considered as one earth station.

Figure 1 depicts the Amazon gateway's location in the County. As of the date of this submission, the Commission's International Bureau Filing System shows one geostationary orbit FSS licensee, Viasat, using 27.5-28.35 GHz in the County: call sign E160116, which the Commission authorized and grandfathered in 2017 ("E160116").⁴ Amazon's gateway will collocate with the existing E160116 gateway and satisfies Section 25.136(a)(4)(i).

Figure 1. Location of Amazon Gateway



⁴ See License, IBFS File No. SES-LIC-20160610-00546 (granted Jan. 19, 2017).

PFD contour generation for 25.136(a)(4)(ii)–(iv)

To verify compliance, Amazon generated the new Amazon gateway PFD contour, existing E160116 gateway PFD contour, and aggregate gateway PFD contour (new Amazon gateway PFD contour and existing E160116 gateway PFD contour).

New Amazon gateway PFD contour. The gateway’s maximum aggregate equivalent isotropic radiated power (“EIRP”) from its four active antennas will be -16.2 dBW/MHz at the horizon in any azimuth direction. Amazon will also deploy this gateway with a standard shielding solution that will provide at least 15 dB of attenuation on the gateway transmissions.⁵ The shielding solution will entirely surround the new Amazon gateway. The effective EIRP at the horizon will be no greater than -31.2 dBW/MHz with the shielding attenuation included.

Field	Value	Units
County	Rowan County, NC	
Coordinates	35.65N, -80.67W	
Simulation Frequency	27.5	GHz
Number of Active Antennas	4	
Worst-case Antenna Gain toward the Horizon	-0.5	dBi
Average Gain toward the Horizon	-10.0	dBi
RF Transmit Power	-17.0	dBW/MHz
Aggregate EIRP toward the Horizon (without Shielding) ⁶	-16.2	dBW/MHz
Aggregate EIRP toward the Horizon (with Shielding) ⁷	-31.2	dBW/MHz

Amazon generated the gateway’s -77.6 dBW/m²/MHz PFD contour using proprietary satellite communications and geospatial analysis software and verified the results using Visualize Pro. To assess radio propagation, Amazon used ITU-R Recommendation P.452 and National Aeronautics and Space Administration Shuttle Radar Topography (Version 2) digital topology data, which employs a 1-arc second resolution.⁸ The antenna gain toward the horizon is derived from antenna manufacturer simulations and complies with the section 25.209(a)(1)⁹ antenna gain masks for all

⁵ See Guidance at 3 (computing PFD contours and protection zones at bullet 4).

⁶ This figure is based on three of the four active antennas operating at average gain (-10 dBi) and one of the four active antennas operating at the worst-case gain (-0.5 dBi). It is extremely unlikely that more than one active antenna will be in a worst-case position at the same time.

⁷ This figure is the Aggregate EIRP toward the Horizon (without Shielding) minus an additional 15 dB of attenuation for shielding.

⁸ See Guidance at 3 (computing PFD contours and protection zones at bullets 2 and 4).

⁹ See 47 C.F.R. § 25.209(a)(1); see also Guidance at 3 (computing PFD contours and protection zones at bullet 3).

off-axis angles.¹⁰ The PFD contour is generated using the worst case input power density rather than the input power density during clear sky conditions.¹¹

Figure 2 shows Amazon's PFD contour in Google Earth and confirms the contour complies with the Guidance.

Existing E160116 gateway PFD contour. The applicant for the E160116 gateway filed before July 14, 2016 and did not file a PFD contour.¹² As a result, Amazon uses the technical parameters from the E160116 gateway license to compute the -77.6 dBW/m²/MHz PFD contour.

Figure 3 shows the PFD contour for the existing E160116 gateway in Google Earth.

¹⁰ See Guidance at 3 (computing PFD contours and protection zones at bullet 3).

¹¹ See *id.* (computing PFD contours and protection zones at bullet 5).

¹² See 47 C.F.R. § 25.136(a)(3).

Figure 2. New Amazon Gateway PFD Contour

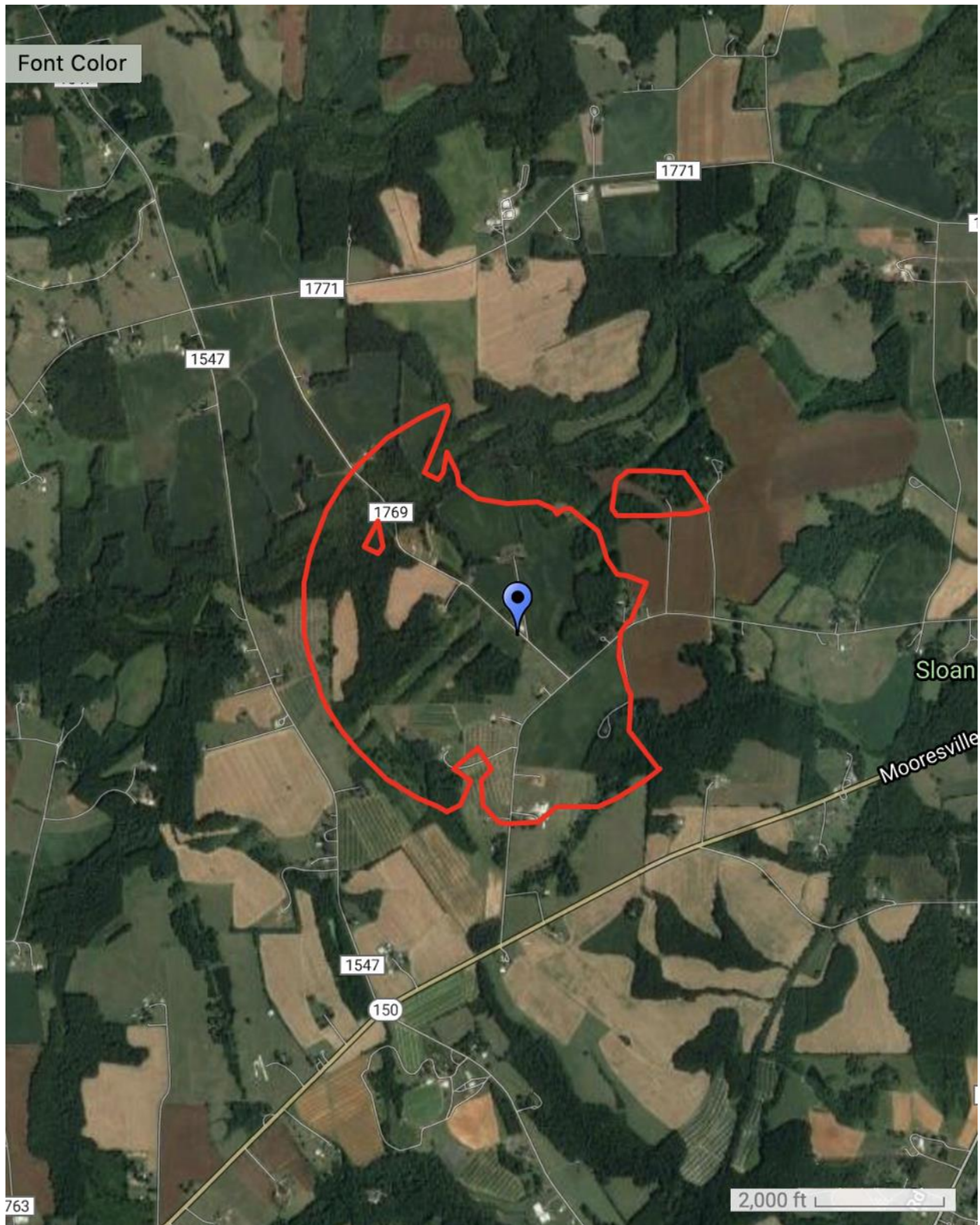
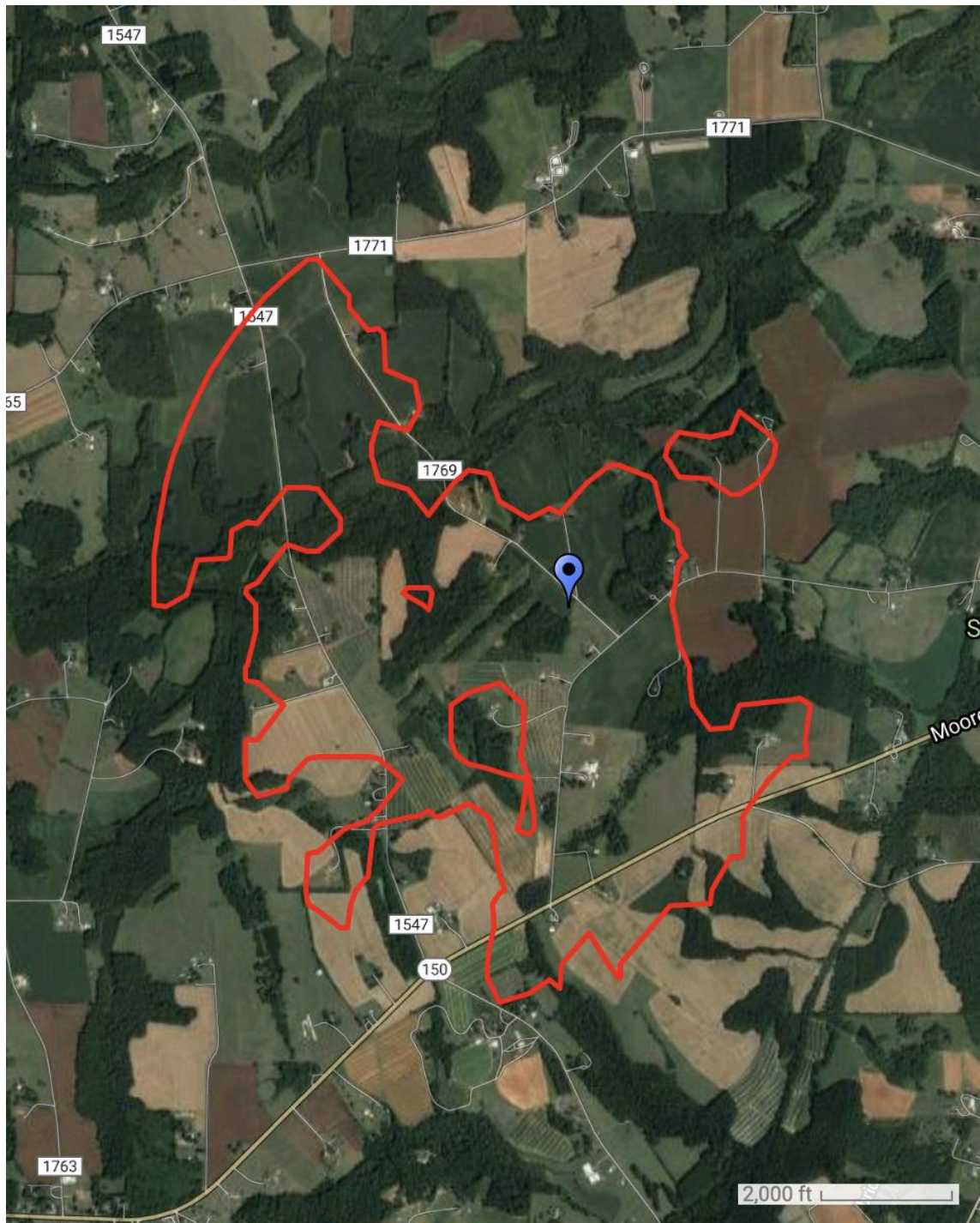
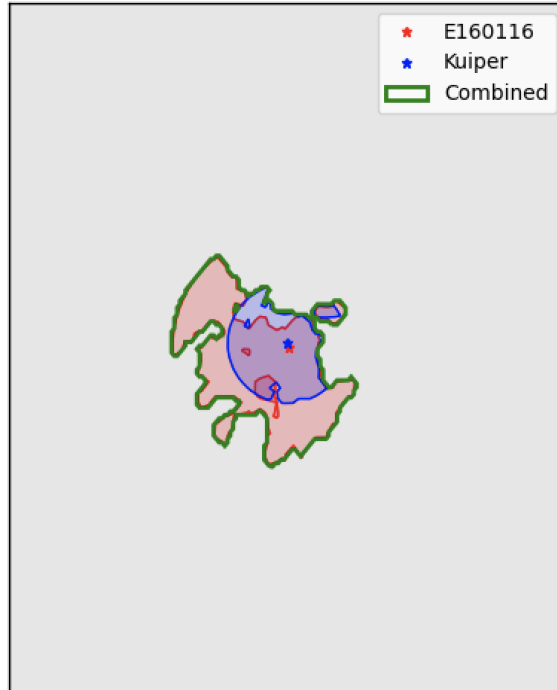


Figure 3. Existing E160116 Gateway PFD Contour



Aggregate PFD contour. Figure 4 shows the aggregate PFD contour (new Amazon gateway PFD contour and existing E160116 gateway PFD contour).

Figure 4. Aggregate PFD Contour



Section 25.136(a)(4)(ii) (-77.6 dBm/m²/MHz PFD contour covering only certain population totals)

(ii) *The area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6 dBm/m²/MHz, together with the similar area of any other earth station authorized pursuant to paragraph (a) of this section, does not cover, in the aggregate, more than the amount of population of the UMFUS license area within which the earth station is located as noted in table 1 to this paragraph (a)(4)(ii).*

TABLE 1 TO PARAGRAPH (a)(4)(ii)

Population within UMFUS license area	Maximum permitted aggregate population within -77.6 dBm/m ² /MHz PFD contour of earth stations
Greater than 450,000	0.1 percent of population in UMFUS license area.
Between 6,000 and 450,000	450 people.
Fewer than 6,000	7.5 percent of population in UMFUS license area.

If the aggregate PFD contour falls outside the existing gateway PFD contour, only the population outside the existing gateway's PFD contour will count against the aggregate population limit for

that licensing area.¹³ Here, Amazon determined the overlap of the existing E160116 gateway PFD contour and new Amazon gateway PFD contour, as Figure 4 illustrates, and considered only the population covered by the new Amazon gateway PFD contour area outside the existing gateway's PFD contour when assessing compliance with the aggregate population limits.

The resulting PFD contour overlaps several census blocks, all in the County. The County's population totals 138,428 people, according to 2010 U.S. Census Bureau data,¹⁴ so the maximum population permitted within the FSS gateway's -77.6 dBW/m²/MHz PFD contour is 450 people.

New Amazon gateway. Figure 5 shows the census blocks that are fully or partially covered by the PFD contour. Table 1 shows the total population, fractional area coverage, and fractional population coverage for each fully and partially covered census block. Table 2 shows the total population covered in each county that the PFD contour overlaps. Amazon determined that the proposed gateway's PFD contour covers no more than 15 people¹⁵—less than the 450 limit—using 2010 U.S. Census Bureau data and the actual area method.¹⁶

Combined new Amazon gateway and E160116 gateway contour. Figure 6 shows the census blocks that are fully or partially covered by the aggregate PFD contour created by the new Amazon gateway and the E160116 gateway. Table 3 shows the total population, fractional area coverage, and fractional population coverage for each fully and partially covered census block. Table 4 shows the total population covered in each county that the aggregate PFD contour overlaps.

As demonstrated below, Amazon's gateway complies with the aggregate population coverage limits in Section 25.136(a)(4)(ii).

¹³ See Guidance at 5 (colocation of earth stations at bullet 3).

¹⁴ See *Rowan County, North Carolina*, U.S. Census Bureau, <https://bit.ly/3vTJBkJ> (last visited March 24, 2021).

¹⁵ A number of people covered by the new Amazon gateway PFD contour are covered by the existing E160116 PFD contour.

¹⁶ See Guidance at 4 (determining estimated aggregate population coverage at bullet 2).

Figure 5. Census Block and Population Coverage of New Amazon Gateway PFD Contour

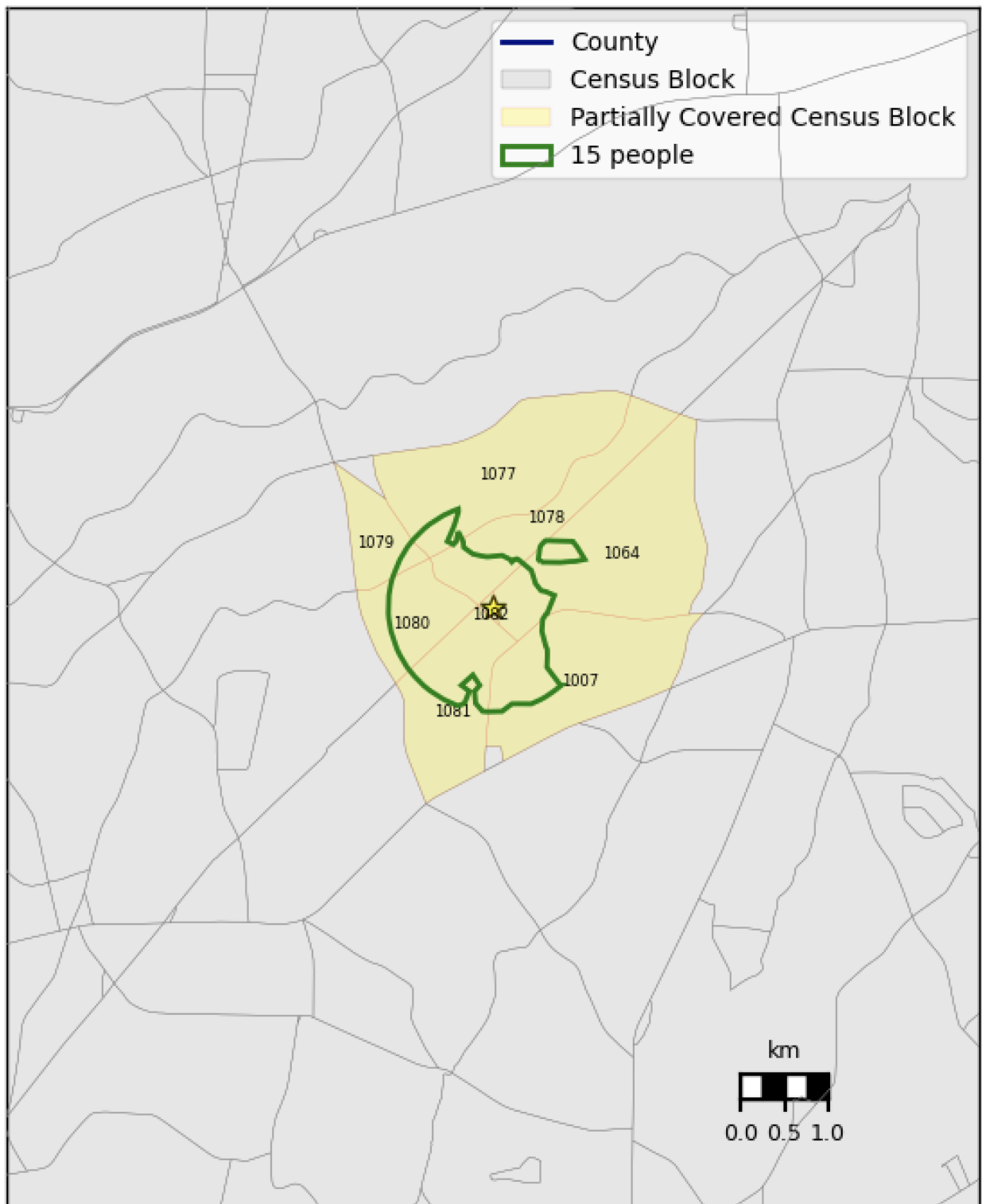


Table 1. New Amazon Gateway PFD Contour Population Coverage, by Census Block

State	County	Block ID	Block Population	Coverage Fraction	Covered Population
NC	Rowan	371590518021007	25	19%	4.8
NC	Rowan	371590519011064	21	14%	3.0
NC	Rowan	371590519011077	7	5%	0.4
NC	Rowan	371590519011078	3	27%	0.8
NC	Rowan	371590519011079	0	10%	0.0
NC	Rowan	371590519011080	0	71%	0.0
NC	Rowan	371590519011081	15	42%	6.3
NC	Rowan	371590519011082	0	100%	0.0

Table 2. New Amazon Gateway PFD Contour Population Coverage, by County

State	County	County Population	Allowable Population Coverage	Covered Population
NC	Rowan	138,428	450	15.3

Figure 6. Census Block and Population Coverage of Aggregate PFD Contour

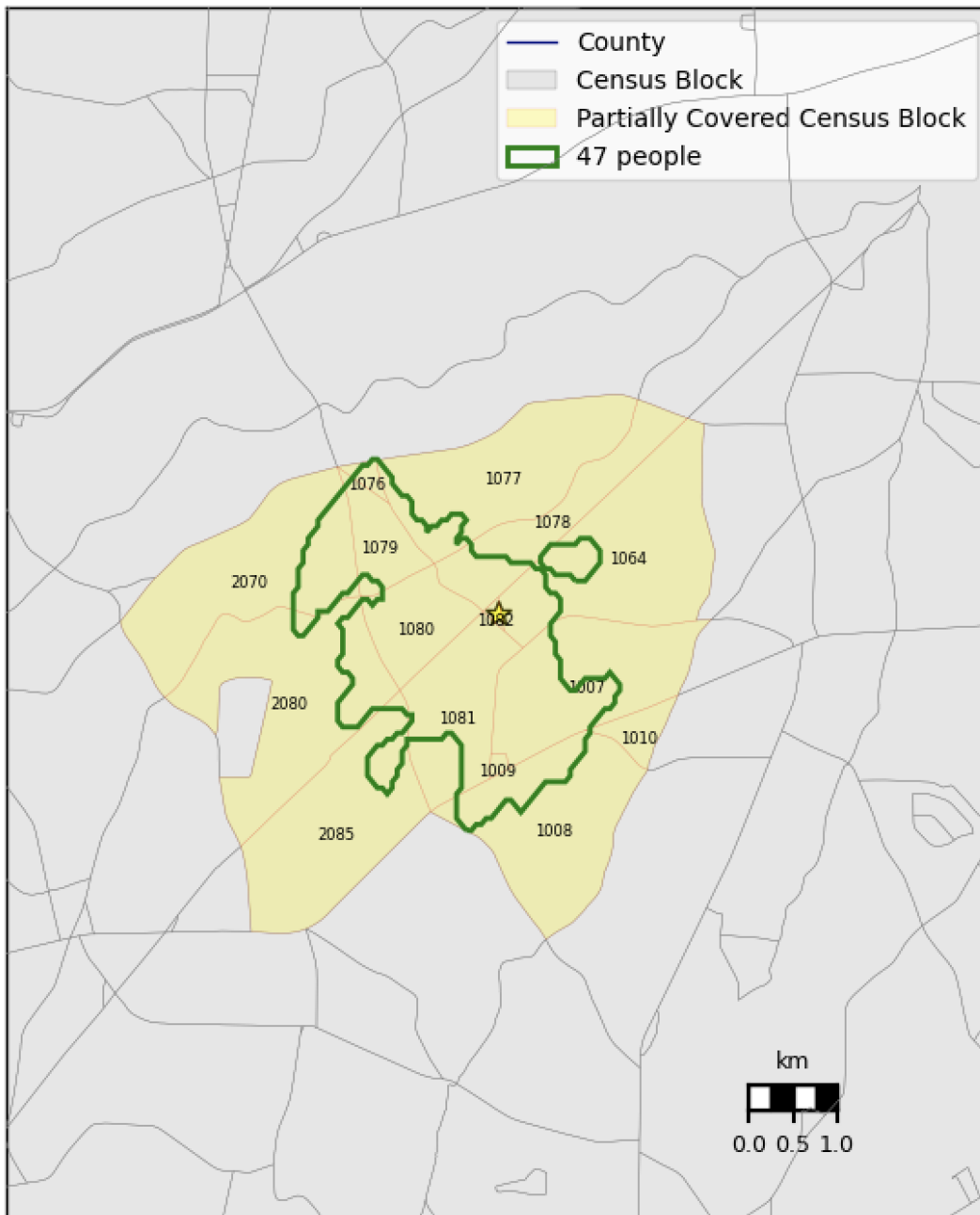


Table 3. Aggregate PFD Contour Population Coverage, by Census Block

State	County	Block ID	Block Population	Coverage Fraction	Covered Population
NC	Rowan	371590518021007	25	48%	12.1
NC	Rowan	371590518021008	15	21%	3.2
NC	Rowan	371590518021009	0	100%	0.0
NC	Rowan	371590518021010	27	0%	0.1
NC	Rowan	371590519011064	21	19%	3.9
NC	Rowan	371590519011076	0	75%	0.0
NC	Rowan	371590519011077	7	12%	0.9
NC	Rowan	371590519011078	3	29%	0.9
NC	Rowan	371590519011079	0	91%	0.0
NC	Rowan	371590519011080	0	99%	0.0
NC	Rowan	371590519011081	15	78%	11.7
NC	Rowan	371590519011082	0	100%	0.0
NC	Rowan	371590519012070	34	20%	6.8
NC	Rowan	371590519012080	35	17%	6.0
NC	Rowan	371590519012085	30	8%	2.3

Table 4. PFD Contour Population Coverage, by County

State	County	County Population	Allowable Population Coverage	Covered Population
NC	Rowan	138,428	450	47.8

Section 25.136(a)(4)(iii) (major event venue, urban mass transit route, passenger railroad, cruise ship port, Interstate, Other Freeways and Expressways, or Other Principal Arterial in the -77.6 dBm/m²/MHz PFD contour)

(iii) The area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6 dBm/m²/MHz does not contain any major event venue, urban mass transit route, passenger railroad, or cruise ship port. In addition, the area mentioned in paragraph (a)(4)(ii) of this section shall not cross any of the following types of roads, as defined in functional classification guidelines issued by the Federal Highway Administration pursuant to 23 CFR 470.105(b): Interstate, Other Freeways and Expressways, or Other Principal Arterial. The Federal Highway Administration Office of Planning, Environment, and Realty Executive Geographic Information System (HEPGIS) map contains information on the classification of roads. For purposes of this rule, an urban area shall be an Adjusted Urban Area as defined in section 101(a)(37) of Title 21 of the United States Code.

Amazon searched Google Earth and used visual analysis and shapefile data available on data.gov and the U.S. Census Bureau website to assess whether the Amazon gateway's -77.6 dBm/m²/MHz PFD contour contains any major event venues, urban mass transit route, passenger railroad, or cruise ship port. As indicated in Figure 7, the PFD contour does not overlap any such infrastructure. The PFD contour also does not cross any Interstate, Other Freeways and Expressways, or Other Principal Arterial, as defined by the Federal Highway Administration Office of Planning, Environment, and Realty Executive Geographic Information System.¹⁷ The proposed gateway, therefore, adheres to Section 25.136(a)(iii).

¹⁷ See *Planning, Environment, Realty (HEP) HEPGIS*, U.S. Department of Transportation Federal Highway Administration, <https://hepgis.fhwa.dot.gov/fhwagis/> (last visited March 24, 2021).

Figure 7. Amazon gateway PFD contour overlaid with major roadways (left) and passenger railroads (right)



Section 25.136(a)(4)(iv) (coordination with existing UMFUS licensees located within a PFD contour greater than or equal to -77.6 dBm/m²/MHz)

(iv) The applicant has successfully completed frequency coordination with the UMFUS licensees within the area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6 dBm/m²/MHz with respect to existing facilities constructed and in operation by the UMFUS licensee. In coordinating with UMFUS licensees, the applicant shall use the applicable processes contained in §101.103(d) of this chapter.

Exhibit C, Comsearch Coordination Report, establishes that Amazon has completed coordination with existing UMFUS licensees, as Section 25.136(a)(iv) requires.¹⁸

¹⁸ See 47 C.F.R. § 101.103(d).

EXHIBIT B (RADIATION HAZARD ANALYSIS)

Introduction

In accordance with OET Bulletin 65,¹ this Radiation Hazard Analysis demonstrates that the Amazon 2.4m gateway antennas comply with Commission limits for human exposure to radiofrequency (“RF”).

OET Bulletin 65 and section 1.1310 of the Commission’s rules specify two separate tiers of maximum permissible exposure (“MPE”).² The occupational/controlled MPE limit is 5 milliwatts per centimeter squared averaged over any six minute period.³ The general population/uncontrolled MPE limit is 1 milliwatt per centimeter squared averaged over any thirty minute period.⁴

Amazon calculated the (i) power over the sub-reflector and antenna surface and (ii) near-field and far-field power density for the main and off-axis beams and confirms compliance with both MPE tiers’ limits for all regions.

- **Occupational/controlled exposure.** This population will not experience harmful radiation levels, as determined by the Commission. The results for the worst-case scenario (near-field, main-beam power density) support this conclusion.
- **General population/uncontrolled exposure.** This population will not experience harmful radiation levels, as determined by the Commission. The results for the worst-case scenario (near-field, off-axis power density) support this conclusion. Furthermore, gateways will be deployed in occupational/controlled exposure environments within access-controlled, locked facilities and will be inaccessible to the general population.

Input Parameters

Input Parameter	Unit	Value
Aperture Diameter	meters	2.4
Aperture Radius	meters	1.20
Sub-reflector Diameter	meters	0.408
Sub-reflector Radius	meters	0.204
Aperture Efficiency	Percentage	46%
Frequency	MHz	28750.00
Total Transmitter Power	W	80
Minimum Elevation Angle	degrees	20.00

¹ See FCC OET Bulletin 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields (Aug. 1997) (“OET Bulletin 65”). Amazon is aware of and will comply with the recently modified rules for radiofrequency exposure that are relevant to fixed earth stations. See generally *Proposed Changes in the Commission’s Rules Regarding Human Exposure to Radiofrequency Electromagnetic Fields et al.*, Second Report and Order et al., 34 FCC Rcd 11687 (2019).

² See 47 C.F.R. § 1.1310.

³ See OET Bulletin 65 at Appendix A, Table 1(A).

⁴ See *id.* at Appendix A, Table 1(B).

Calculations

Calculated Variables	Unit	Value	Variable	OET Ref
Wavelength	meters	0.01	$\lambda = \frac{c}{f}$	
Area of Reflector	meters ²	4.52	$A = \pi r^2$	
Area of Sub-reflector	meters ²	0.1307	$A_{sub} = \pi r^2$	
Antenna Gain		240499.6	$G = \frac{\eta 4\pi A}{\lambda^2}$	(15)
Antenna Gain	dBi	53.8	$G_{dBi} = 10 * \log_{10}(G)$	
Near-Field Distance	meters	138.10	$R_{nf} = \frac{D^2}{4\lambda}$	(12)
Far-Field Distance	meters	331.43	$R_{ff} = \frac{0.6D^2}{\lambda}$	(16)
Far-Field Off-Axis Gain	dBi	-0.53	$G_{ff(dBi)} = 29 - 25\log_{10}(\theta)$ $\theta = \text{min elevation} = 20^\circ$	
Far-Field Off-Axis Gain		0.89	$G_{ff} = 10^{\left(\frac{G_{ff(dBi)}}{10}\right)}$	
Power over Sub-reflector	mW/cm ²	244.76	$S_{surface} = \frac{4P}{A_{sub}}$	(11)
Power over Antenna Surface	mW/cm ²	7.07	$S_{surface} = \frac{4P}{A}$	(11)
Near-Field Power Density (Main Beam)	mW/cm ²	3.25	$S_{nf} = \frac{16\eta P}{\pi D^2}$	(13)
Near-Field Power Density (Off-Axis)	mW/cm ²	0.033	$S_{nf} = \frac{16\eta P}{100\pi D^2}$	(13) ⁵
Far-Field Max Power Density (Main Beam)	mW/cm ²	1.39	$S_{ff} = \frac{PG}{4\pi R^2}$	(18)
Far-Field Max Power Density (Off-Axis)	mW/cm ²	0.000	$S_{ff off-axis} = \frac{PG_{ff}}{4\pi R^2}$	(18) ⁶

⁵ See *id.* at 30 (“For off-axis calculations in the near-field and in the transition region it can be assumed that, if the point of interest is at least one antenna diameter removed from the center of the main beam, the power density at that point would be at least a factor of 100 (20 dB) less than the value calculated for the equivalent distance in the main beam see Reference [15]).”).

⁶ See *id.* (“For practical estimation of RF fields in the off-axis vicinity of aperture antennas, use of the antenna radiation pattern envelope can be useful. For example, for the case of an earth station in the fixed-satellite service, the Commission’s Rules specify maximum allowable gain for antenna sidelobes not within the plane of the geostationary satellite orbit, such as at ground level. . . . Use of the gain obtained from these relationships in simple far-field calculations, such as Equation 18, will generally be sufficient for estimating RF field levels in the surrounding environment, since the apparent aperture of the antenna is typically very small compared to its frontal area.”).

Additional Safety Measures

Access to Amazon's antennas will be carefully controlled. The antennas will be enclosed by a 3m tall fence with locked gates. There will be clear and visible signage that will warn individuals of potential RF exposure risk. Each antenna will have an emergency stop switch that is to be engaged whenever personnel are working on or close to the antenna. The emergency stop switch will disable all RF transmissions from the antenna. All pedestrian gates shall be fully access controlled. Emergency or delivery gates shall be secured with a lock and monitored. Additionally, the transmitter will be turned off during maintenance activities.

Results

In a controlled area accessible to the occupational population, the peak near-field power density (3.25 mW/cm^2) and peak far-field power density (1.39 mW/cm^2) levels do not exceed the MPE limit of 5 mW/cm^2 averaged over a period of six minutes.

In an uncontrolled area accessible to the general population, the off-axis near-field power density (0.033 mW/cm^2) and off-axis far-field power density (0.000 mW/cm^2) levels are below the MPE limit of 1 mW/cm^2 averaged over a period of thirty minutes.⁷

This Radiation Hazard Analysis demonstrates that harmful levels of radiation will not occur in the regions accessible by both the occupational and general populations.

⁷ The minimum elevation angle of 20 degrees mostly prohibits the potential for the general population to be affected by the peak power density levels. Additionally, the constant repositioning of the antennas as they track Kuiper System low-earth orbit satellites also ensures that the average power density levels will be significantly reduced when averaged over any six-minute period.

EXHIBIT C (COMSEARCH REPORT)

FREQUENCY COORDINATION AND INTERFERENCE ANALYSIS REPORT

Prepared for
Kuiper Systems LLC.
MOUNT ULLA, NC
Satellite Earth Station

Prepared By:
COMSEARCH
19700 Janelia Farm Boulevard
Ashburn, VA 20147
March 09, 2021

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4. EARTH STATION COORDINATION DATA.....	7
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1. CONCLUSIONS

An interference study considering all existing, proposed and prior coordinated microwave facilities within the coordination contours of the proposed earth station demonstrates that this site will operate satisfactorily with the common carrier microwave environment. Further, there will be no restrictions of its operation due to interference considerations.

2. SUMMARY OF RESULTS

A number of great circle interference cases were identified during the interference study of the proposed earth station. Each of the cases, which exceeded the interference objective on a line-of-sight basis, was profiled and the propagation losses estimated using NBS TN101 (Revised) techniques. The losses were found to be sufficient to reduce the signal levels to acceptable magnitudes in every case.

3. SUPPLEMENTAL SHOWING

Pursuant to Part 25.203(c) of the FCC Rules and Regulations, the satellite earth station proposed in this application was coordinated by Comsearch using computer techniques and in accordance with Part 25 of the FCC Rules and Regulations.

Coordination data for this earth station was sent to the below listed carriers with a letter dated 02/02/2021.

Company

AT&T Corp.
B2x Online Inc
Bladen, County of
Buncombe County
Business Only Broadband, LLC
Capitol Broadcasting Company Inc - WRAL
Cellco Partnership - North Carolina
Cellco Partnership - South Carolina
City of Durham, NC
City of Greenville, SC
Clearwire Spectrum Holdings II, LLC
Clearwire Spectrum Holdings III, LLC
Clearwire Spectrum Holdings LLC
Conterra Ultra Broadband, LLC
EnergyUnited EMC
Florence City South Carolina
Franklin County Schools
General Dynamics - OTS, Inc.
Hardy Cellular Telephone Company
Liberty University
Moore County of
NTInet, Inc
New Cingular Wireless PCS LLC - VA
New Cingular Wireless PCS LLC - WV,NC,SC
North Carolina State Highway Patrol
Olympic Wireless, LLC
Orange Water and Sewer Authority
PTA-FLA, Inc.
Roanoke County of
SC Educational Television Commission
Shenandoah Personal Communications, LLC
South Carolina Dept of Transportation
Sprint Spectrum L.P.
Sprintcom, Inc
T-Mobile License LLC
Telecom Transport Management, Inc
The Wired Road Authority
USCOC of Greater North Carolina, LLC
Verizon Wireless (VAW) LLC- Tennessee
Virginia Everywhere, LLC

WCNC TV Inc.
WUNC Public Radio, LLC
Warren County Emergency Services
West Virginia Educational Broadcasting
York, County of
iHM Licenses, LLC

4. EARTH STATION COORDINATION DATA

This section presents the data pertinent to frequency coordination of the proposed earth station that was circulated to all carriers within its coordination contours.

COMSEARCH

Earth Station Data Sheet

19700 Janelia Farm Boulevard, Ashburn, VA 20147
(703)726-5500 <http://www.comsearch.com>

Date: 03/09/2021
Job Number: 210202COMSGE03

Administrative Information

Status: ENGINEER PROPOSAL
Call Sign:
Licensee Code: KUIPER
Licensee Name: Kuiper Systems LLC.

Site Information

MOUNT ULLA, NC

Venue Name:
Latitude (NAD 83): 35° 38' 58.2" N
Longitude (NAD 83): 80° 40' 5.3" W
Climate Zone: A
Rain Zone: 1
Ground Elevation (AMSL): 246.43 m / 808.5 ft

Link Information

Satellite Type: Low Earth Orbit
Mode: TR - Transmit-Receive
Modulation: Digital
Minimum Elevation Angle: 20.0°
Azimuth Range: 0.0° to 360°
Antenna Centerline (AGL): 2.74 m / 9.0 ft

Antenna Information

Receive - FCC32

Transmit - FCC32

Manufacturer	Kuiper	Kuiper
Model	Model 24001	Model 24001
Gain / Diameter	49.0 dBi / 2.4 m	53.8 dBi / 2.4 m
3-dB / 15-dB Beamwidth	0.77° / 1.70°	0.49° / 1.17°
Max Available RF Power (dBW/4 kHz)		-41.0
	(dBW/MHz)	-17.0
Maximum EIRP (dBW/4 kHz)		12.8
	(dBW/MHz)	36.8
Interference Objectives:	Long Term	-156.0 dBW/MHz 20%
	Short Term	-146.0 dBW/MHz 0.01%
		-151.0 dBW/4 kHz 20%
		-128.0 dBW/4 kHz 0.0025%

Frequency Information

Receive 18.0 GHz

Transmit 28.0 GHz

Emission / Frequency Range (MHz)	50M0G7D - 500MG7D / 17800.0 - 18600.0 50M0G7D - 500MG7D / 18800.0 - 20200.0	50M0G7D - 500MG7D / 27500.0 - 30000.0
Max Great Circle Coordination Distance	247.0 km / 153.5 mi	25.0 km / 15.5 mi
Precipitation Scatter Contour Radius	100.0 km / 62.1 mi	100.0 km / 62.1 mi

COMSEARCH

Earth Station Data Sheet

19700 Janelia Farm Boulevard, Ashburn, VA 20147
(703)726-5500 <http://www.comsearch.com>

Coordination Values

MOUNT ULLA, NC

Licensee Name Kuiper Systems LLC.
Latitude (NAD 83) 35° 38' 58.2" N
Longitude (NAD 83) 80° 40' 5.3" W
Ground Elevation (AMSL) 246.43 m / 808.5 ft
Antenna Centerline (AGL) 2.74 m / 9.0 ft
Antenna Model Kuiper 2.4 meter
Antenna Mode Receive 18.0 GHz Transmit 28.0 GHz
Interference Objectives: Long Term -156.0 dBW/MHz 20% -151.0 dBW/4 kHz 20%
Short Term -146.0 dBW/MHz 0.01% -128.0 dBW/4 kHz 0.0025%
Max Available RF Power -41.0 (dBW/4 kHz)

Azimuth (°)	Horizon Elevation (°)	Antenna Discrimination (°)	Receive 18.0 GHz		Transmit 28.0 GHz	
			Horizon Gain (dBi)	Coordination Distance (km)	Horizon Gain (dBi)	Coordination Distance (km)
0	0.00	95.47	-0.50	247.00	-0.50	25.00
5	0.00	90.47	-0.50	247.00	-0.50	25.00
10	0.00	85.47	-0.50	247.00	-0.50	25.00
15	0.00	80.47	-0.50	247.00	-0.50	25.00
20	0.00	75.48	-0.50	247.00	-0.50	25.00
25	0.00	70.48	-0.50	247.00	-0.50	25.00
30	0.00	65.48	-0.50	247.00	-0.50	25.00
35	0.00	60.48	-0.50	247.00	-0.50	25.00
40	0.00	55.48	-0.50	247.00	-0.50	25.00
45	0.00	50.48	-0.50	247.00	-0.50	25.00
50	0.00	45.48	-0.50	247.00	-0.50	25.00
55	0.00	40.49	-0.50	247.00	-0.50	25.00
60	0.00	35.49	-0.50	247.00	-0.50	25.00
65	0.00	30.49	-0.50	247.00	-0.50	25.00
70	0.00	25.50	-0.50	247.00	-0.50	25.00
75	0.00	20.50	-0.50	247.00	-0.50	25.00
80	0.00	15.51	-0.50	247.00	-0.50	25.00
85	0.00	10.53	-0.50	247.00	-0.50	25.00
90	0.00	5.59	-0.50	247.00	-0.50	25.00
95	0.00	1.22	-0.50	247.00	-0.50	25.00
100	0.00	4.66	-0.50	247.00	-0.50	25.00
105	0.00	9.59	-0.50	247.00	-0.50	25.00
110	0.00	14.57	-0.50	247.00	-0.50	25.00
115	0.00	19.56	-0.50	247.00	-0.50	25.00
120	0.00	24.55	-0.50	247.00	-0.50	25.00
125	0.00	29.55	-0.50	247.00	-0.50	25.00
130	0.00	34.54	-0.50	247.00	-0.50	25.00
135	0.00	39.54	-0.50	247.00	-0.50	25.00
140	0.00	44.54	-0.50	247.00	-0.50	25.00
145	0.00	49.54	-0.50	247.00	-0.50	25.00
150	0.00	54.53	-0.50	247.00	-0.50	25.00
155	0.00	59.53	-0.50	247.00	-0.50	25.00
160	0.00	64.53	-0.50	247.00	-0.50	25.00
165	0.00	69.53	-0.50	247.00	-0.50	25.00
170	0.00	74.53	-0.50	247.00	-0.50	25.00
175	0.00	79.53	-0.50	247.00	-0.50	25.00
180	0.00	84.53	-0.50	247.00	-0.50	25.00
185	0.00	89.53	-0.50	247.00	-0.50	25.00

COMSEARCH

Earth Station Data Sheet

19700 Janelia Farm Boulevard, Ashburn, VA 20147
(703)726-5500 <http://www.comsearch.com>

Coordination Values

MOUNT ULLA, NC

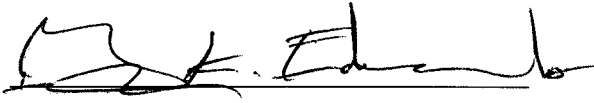
Licensee Name Kuiper Systems LLC.
Latitude (NAD 83) 35° 38' 58.2" N
Longitude (NAD 83) 80° 40' 5.3" W
Ground Elevation (AMSL) 246.43 m / 808.5 ft
Antenna Centerline (AGL) 2.74 m / 9.0 ft
Antenna Model Kuiper 2.4 meter
Antenna Mode Receive 18.0 GHz Transmit 28.0 GHz
Interference Objectives: Long Term -156.0 dBW/MHz 20% -151.0 dBW/4 kHz 20%
Short Term -146.0 dBW/MHz 0.01% -128.0 dBW/4 kHz 0.0025%
Max Available RF Power -41.0 (dBW/4 kHz)

Azimuth (°)	Horizon Elevation (°)	Antenna Discrimination (°)	Receive 18.0 GHz		Transmit 28.0 GHz	
			Horizon Gain (dBi)	Coordination Distance (km)	Horizon Gain (dBi)	Coordination Distance (km)
190	0.00	94.53	-0.50	247.00	-0.50	25.00
195	0.00	99.53	-0.50	247.00	-0.50	25.00
200	0.00	104.52	-0.50	247.00	-0.50	25.00
205	0.00	109.52	-0.50	247.00	-0.50	25.00
210	0.23	114.52	-0.50	247.00	-0.50	25.00
215	0.22	119.52	-0.50	247.00	-0.50	25.00
220	0.00	124.52	-0.50	247.00	-0.50	25.00
225	0.00	129.52	-0.50	247.00	-0.50	25.00
230	0.00	134.52	-0.50	247.00	-0.50	25.00
235	0.00	139.51	-0.50	247.00	-0.50	25.00
240	0.00	144.51	-0.50	247.00	-0.50	25.00
245	0.00	149.51	-0.50	247.00	-0.50	25.00
250	0.00	154.50	-0.50	247.00	-0.50	25.00
255	0.00	159.50	-0.50	247.00	-0.50	25.00
260	0.00	164.49	-0.50	247.00	-0.50	25.00
265	0.00	169.47	-0.50	247.00	-0.50	25.00
270	0.00	174.41	-0.50	247.00	-0.50	25.00
275	0.00	178.78	-0.50	247.00	-0.50	25.00
280	0.00	175.34	-0.50	247.00	-0.50	25.00
285	0.00	170.41	-0.50	247.00	-0.50	25.00
290	0.00	165.43	-0.50	247.00	-0.50	25.00
295	0.00	160.44	-0.50	247.00	-0.50	25.00
300	0.00	155.45	-0.50	247.00	-0.50	25.00
305	0.00	150.45	-0.50	247.00	-0.50	25.00
310	0.00	145.46	-0.50	247.00	-0.50	25.00
315	0.00	140.46	-0.50	247.00	-0.50	25.00
320	0.00	135.46	-0.50	247.00	-0.50	25.00
325	0.00	130.46	-0.50	247.00	-0.50	25.00
330	0.00	125.47	-0.50	247.00	-0.50	25.00
335	0.00	120.47	-0.50	247.00	-0.50	25.00
340	0.00	115.47	-0.50	247.00	-0.50	25.00
345	0.00	110.47	-0.50	247.00	-0.50	25.00
350	0.00	105.47	-0.50	247.00	-0.50	25.00
355	0.00	100.47	-0.50	247.00	-0.50	25.00

5. CERTIFICATION

I HEREBY CERTIFY THAT I AM THE TECHNICALLY QUALIFIED PERSON RESPONSIBLE FOR THE PREPARATION OF THE FREQUENCY COORDINATION DATA CONTAINED IN THIS APPLICATION, THAT I AM FAMILIAR WITH PARTS 101 AND 25 OF THE FCC RULES AND REGULATIONS, THAT I HAVE EITHER PREPARED OR REVIEWED THE FREQUENCY COORDINATION DATA SUBMITTED WITH THIS APPLICATION, AND THAT IT IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: _____



Gary K. Edwards
Senior Manager
COMSEARCH
19700 Janelia Farm Boulevard
Ashburn, VA 20147

DATED: March 09, 2021

Ka-Band Earth Station – Mount Ulla, NC

Frequency Coordination Report

28 GHz



Prepared on Behalf of
KUIPER SYSTEMS, LLC

March 9, 2021



Table of Contents

1. Summary of Results	- 1 -
2. 28 GHz Common Carrier and LTTS Coordination	- 1 -
3. 28 GHz UMFUS Coordination	- 2 -
4. Earth Station Coordination Data	- 3 -
5. Contact Information	- 7 -

1. Summary of Results

On behalf of KUIPER SYSTEMS, LLC, Comsearch performed a coordination notice under Section 25.203(c) and Section 25.136(a)(4) of the FCC's rules for all existing and proposed terrestrial licenses within the coordination contours of their proposed Ka-Band earth station in Mount Ulla, NC, which will transmit at 28 GHz¹. Prior-notification letters were sent to the licensees and a copy of the notification data is provided in section four of this report. The earth station coordination was finalized on March 9, 2021.

There are no unresolved objections from any of the incumbent 28 GHz licensees.

2. 28 GHz Common Carrier and LTTS Coordination

In accordance with FCC Rules and Regulations, the Ka-Band earth station in Mount Ulla, NC was prior-coordinated by Comsearch. A notification letter and datasheets for this earth station were sent to the following 28 GHz common carrier fixed microwave licensees. These licensees are authorized to operate temporary fixed operations from 27.5 – 29.5 GHz on a nationwide basis or local basis.

Licensee	Authorized Geographic Area
AT&T	Statewide: NC
Frontier	Nationwide

A notification letter and datasheets for the Ka-Band earth station in Mount Ulla, NC were also sent to the following 28 GHz local television transmission licensee. This licensee is authorized to operate temporary fixed operations from 27.5 – 29.5 GHz on a nationwide basis.

Licensee	Authorized Geographic Area
Information Super Station, LLC	Continental US

No objections were received from the common carrier or local television transmission service incumbents.

¹ The proposed earth station will operate in the 27.5 – 30.0 GHz portion of the Ka-Band.

3. 28 GHz UMFUS Coordination

There was one 28 GHz UMFUS licensee identified within the coordination distance of the proposed earth station. The proposed earth station will operate on frequencies that overlap Channel L1 & L2 of the UMFUS service. The total frequency allocation for Channels L1 & L2 of the UMFUS spectrum appears below.

Channel: **L1** 27.500 - 27.925 GHz
 L2 27.925 - 28.350 GHz

Licensee	Authorized Geographic Area
Verizon (also an LMDS Licensee)	Market Based

There are no Unresolved Objections from the UMFUS incumbents within coordination distance.

4. Earth Station Coordination Data

This section presents the data pertinent to the proposed Ka-Band earth station in Mount Ulla, NC. This data was circulated to all incumbent licensees in the shared 28 GHz frequency ranges.

Job Number: 210202COMSGE03

Administrative Information

Status ENGINEER PROPOSAL
Call Sign
Licensee Code KUIPER
Licensee Name Kuiper Systems LLC.

Site Information

MOUNT ULLA, NC

Venue Name
Latitude (NAD 83) 35° 38' 58.2" N
Longitude (NAD 83) 80° 40' 5.3" W
Climate Zone A
Rain Zone 1
Ground Elevation (AMSL) 246.43 m / 808.5 ft

Link Information

Satellite Type Low Earth Orbit
Mode TR - Transmit-Receive
Modulation Digital
Minimum Elevation Angle 20.0°
Azimuth Range 0.0° to 360°
Antenna Centerline (AGL) 2.74 m / 9.0 ft

Antenna Information

Receive - FCC32

Transmit - FCC32

Manufacturer	Kuiper	Kuiper
Model	Model 24001	Model 24001
Gain / Diameter	49.0 dBi / 2.4 m	53.8 dBi / 2.4 m
3-dB / 15-dB Beamwidth	0.77° / 1.70°	0.49° / 1.17°
Max Available RF Power	(dBW/4 kHz) (dBW/MHz)	-41.0 -17.0
Maximum EIRP	(dBW/4 kHz) (dBW/MHz)	12.8 36.8
Interference Objectives:	Long Term Short Term	-156.0 dBW/MHz 20% -146.0 dBW/MHz 0.01%
		-151.0 dBW/4 kHz 20% -128.0 dBW/4 kHz 0.0025%

Frequency Information

Receive 18.0 GHz

Transmit 28.0 GHz

Emission / Frequency Range (MHz)	50M0G7D - 500MG7D / 17800.0 - 18600.0 50M0G7D - 500MG7D / 18800.0 - 20200.0	50M0G7D - 500MG7D / 27500.0 - 30000.0
Max Great Circle Coordination Distance	247.0 km / 153.5 mi	25.0 km / 15.5 mi
Precipitation Scatter Contour Radius	100.0 km / 62.1 mi	100.0 km / 62.1 mi

Coordination Values	MOUNT ULLA, NC
Licensee Name	Kuiper Systems LLC.
Latitude (NAD 83)	35° 38' 58.2" N
Longitude (NAD 83)	80° 40' 5.3" W
Ground Elevation (AMSL)	246.43 m / 808.5 ft
Antenna Centerline (AGL)	2.74 m / 9.0 ft
Antenna Model	Kuiper 2.4 meter
Antenna Mode	Receive 18.0 GHz
Interference Objectives: Long Term	-156.0 dBW/MHz 20%
Short Term	-146.0 dBW/MHz 0.01%
	Transmit 28.0 GHz
	-151.0 dBW/4 kHz 20%
	-128.0 dBW/4 kHz

Max Available RF Power -41.0 (dBW/4 kHz)

Azimuth (°)	Horizon Elevation (°)	Antenna Discrimination (°)	Receive 18.0 GHz		Transmit 28.0 GHz	
			Horizon Gain (dBi)	Coordination Distance (km)	Horizon Gain (dBi)	Coordination Distance (km)
0	0.00	95.47	-0.50	247.00	-0.50	25.00
5	0.00	90.47	-0.50	247.00	-0.50	25.00
10	0.00	85.47	-0.50	247.00	-0.50	25.00
15	0.00	80.47	-0.50	247.00	-0.50	25.00
20	0.00	75.48	-0.50	247.00	-0.50	25.00
25	0.00	70.48	-0.50	247.00	-0.50	25.00
30	0.00	65.48	-0.50	247.00	-0.50	25.00
35	0.00	60.48	-0.50	247.00	-0.50	25.00
40	0.00	55.48	-0.50	247.00	-0.50	25.00
45	0.00	50.48	-0.50	247.00	-0.50	25.00
50	0.00	45.48	-0.50	247.00	-0.50	25.00
55	0.00	40.49	-0.50	247.00	-0.50	25.00
60	0.00	35.49	-0.50	247.00	-0.50	25.00
65	0.00	30.49	-0.50	247.00	-0.50	25.00
70	0.00	25.50	-0.50	247.00	-0.50	25.00
75	0.00	20.50	-0.50	247.00	-0.50	25.00
80	0.00	15.51	-0.50	247.00	-0.50	25.00
85	0.00	10.53	-0.50	247.00	-0.50	25.00
90	0.00	5.59	-0.50	247.00	-0.50	25.00
95	0.00	1.22	-0.50	247.00	-0.50	25.00
100	0.00	4.66	-0.50	247.00	-0.50	25.00
105	0.00	9.59	-0.50	247.00	-0.50	25.00
110	0.00	14.57	-0.50	247.00	-0.50	25.00
115	0.00	19.56	-0.50	247.00	-0.50	25.00
120	0.00	24.55	-0.50	247.00	-0.50	25.00
125	0.00	29.55	-0.50	247.00	-0.50	25.00
130	0.00	34.54	-0.50	247.00	-0.50	25.00
135	0.00	39.54	-0.50	247.00	-0.50	25.00
140	0.00	44.54	-0.50	247.00	-0.50	25.00
145	0.00	49.54	-0.50	247.00	-0.50	25.00
150	0.00	54.53	-0.50	247.00	-0.50	25.00
155	0.00	59.53	-0.50	247.00	-0.50	25.00
160	0.00	64.53	-0.50	247.00	-0.50	25.00
165	0.00	69.53	-0.50	247.00	-0.50	25.00
170	0.00	74.53	-0.50	247.00	-0.50	25.00
175	0.00	79.53	-0.50	247.00	-0.50	25.00
180	0.00	84.53	-0.50	247.00	-0.50	25.00
185	0.00	89.53	-0.50	247.00	-0.50	25.00

Coordination Values	MOUNT ULLA, NC
Licensee Name	Kuiper Systems LLC.
Latitude (NAD 83)	35° 38' 58.2" N
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Antenna Centerline (AGL)	2.74 m / 9.0 ft
Antenna Model	Kuiper 2.4 meter
Antenna Mode	Receive 18.0 GHz
Interference Objectives: Long Term	-156.0 dBW/MHz 20%
Short Term	-146.0 dBW/MHz 0.01%
0.0025%	Transmit 28.0 GHz
	-151.0 dBW/4 kHz 20%
	-128.0 dBW/4 kHz

Max Available RF Power -41.0 (dBW/4 kHz)

Azimuth (°)	Horizon Elevation (°)	Antenna Discrimination (°)	Receive 18.0 GHz		Transmit 28.0 GHz	
			Horizon Gain (dBi)	Coordination Distance (km)	Horizon Gain (dBi)	Coordination Distance (km)
190	0.00	94.53	-0.50	247.00	-0.50	25.00
195	0.00	99.53	-0.50	247.00	-0.50	25.00
200	0.00	104.52	-0.50	247.00	-0.50	25.00
205	0.00	109.52	-0.50	247.00	-0.50	25.00
210	0.23	114.52	-0.50	247.00	-0.50	25.00
215	0.22	119.52	-0.50	247.00	-0.50	25.00
220	0.00	124.52	-0.50	247.00	-0.50	25.00
225	0.00	129.52	-0.50	247.00	-0.50	25.00
230	0.00	134.52	-0.50	247.00	-0.50	25.00
235	0.00	139.51	-0.50	247.00	-0.50	25.00
240	0.00	144.51	-0.50	247.00	-0.50	25.00
245	0.00	149.51	-0.50	247.00	-0.50	25.00
250	0.00	154.50	-0.50	247.00	-0.50	25.00
255	0.00	159.50	-0.50	247.00	-0.50	25.00
260	0.00	164.49	-0.50	247.00	-0.50	25.00
265	0.00	169.47	-0.50	247.00	-0.50	25.00
270	0.00	174.41	-0.50	247.00	-0.50	25.00
275	0.00	178.78	-0.50	247.00	-0.50	25.00
280	0.00	175.34	-0.50	247.00	-0.50	25.00
285	0.00	170.41	-0.50	247.00	-0.50	25.00
290	0.00	165.43	-0.50	247.00	-0.50	25.00
295	0.00	160.44	-0.50	247.00	-0.50	25.00
300	0.00	155.45	-0.50	247.00	-0.50	25.00
305	0.00	150.45	-0.50	247.00	-0.50	25.00
310	0.00	145.46	-0.50	247.00	-0.50	25.00
315	0.00	140.46	-0.50	247.00	-0.50	25.00
320	0.00	135.46	-0.50	247.00	-0.50	25.00
325	0.00	130.46	-0.50	247.00	-0.50	25.00
330	0.00	125.47	-0.50	247.00	-0.50	25.00
335	0.00	120.47	-0.50	247.00	-0.50	25.00
340	0.00	115.47	-0.50	247.00	-0.50	25.00
345	0.00	110.47	-0.50	247.00	-0.50	25.00
350	0.00	105.47	-0.50	247.00	-0.50	25.00
355	0.00	100.47	-0.50	247.00	-0.50	25.00



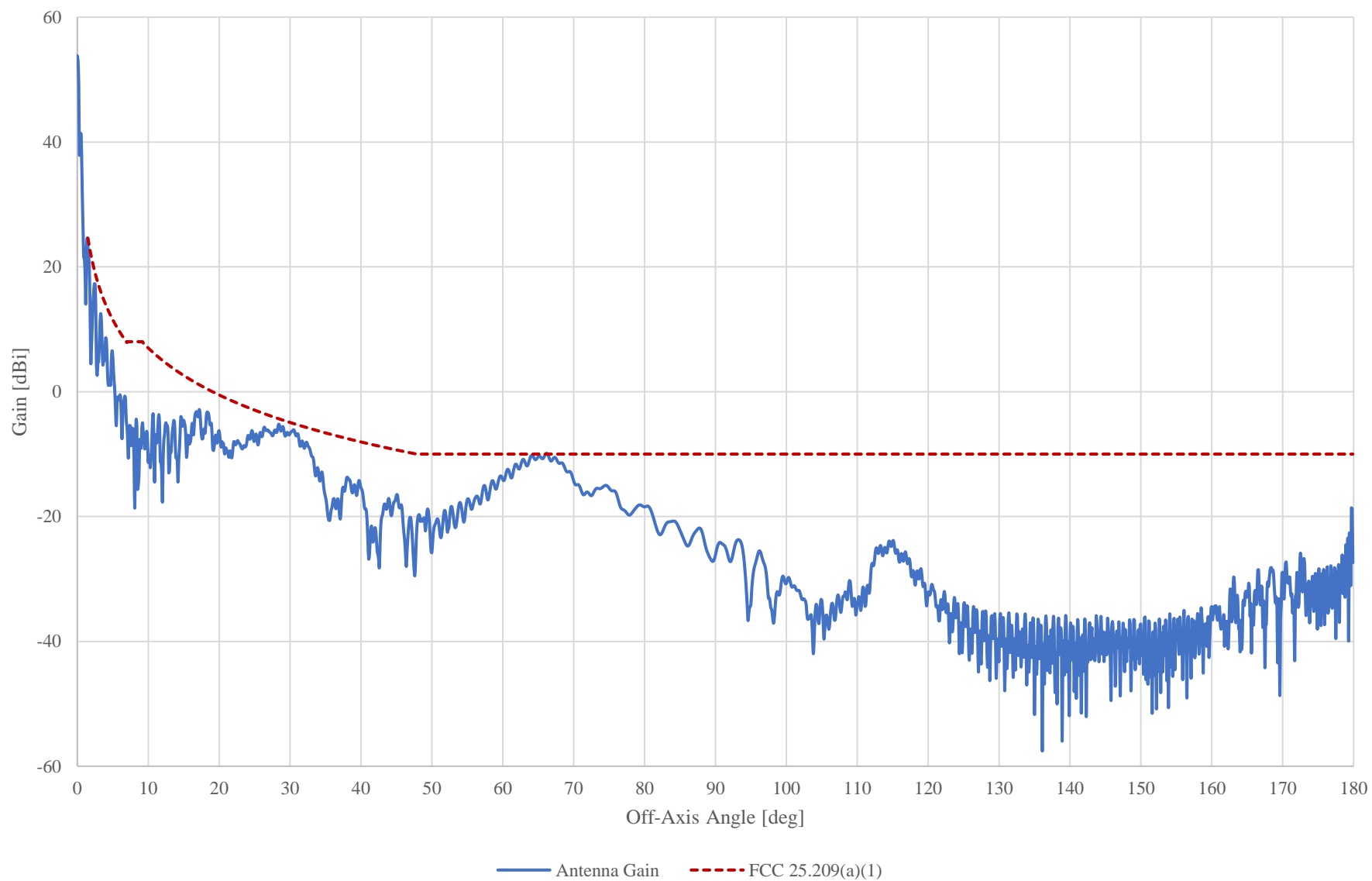
5. Contact Information

For questions or information regarding the 28 GHz Frequency Coordination Report, please contact:

Contact person:	Dennis Jimeno
Title:	Engineer III, Telecommunications
Company:	Comsearch
Address:	19700 Janelia Farm Blvd., Ashburn, VA 20147
Telephone:	703-726-5858
Fax:	703-726-5599
Email:	DJimeno@Comsearch.com
Web site:	www.comsearch.com

EXHIBIT D (ANTENNA PATTERN)

2.4m Antenna Pattern
Frequency: 27500 MHz (CoPol)
Gain: 53.8 dBi



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: Jody Farrow-Bennett; Purchasing Director & Melissa Oleen; Library Services Director
DATE: 10/3/2022
SUBJECT: Sole-Source Cengage Learning

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Library uses Cengage Learning for the Gales Educational Courses. This agreement is to provide annual subscription agreement with Cengage Learning not to exceed \$11,513.41.

Board of Commissioners authorize the County Manager to approve an annual subscription agreement with Cengage Learning not to exceed \$11,513.41.

ATTACHMENTS:

Description	Upload Date	Type
Contract 23317 - Cengage Learning	9/23/2022	Cover Memo

ALL CLAIMS AND SHIPPING ERRORS MUST BE REPORTED WITHIN 10 DAYS AFTER THE INVOICE DATE

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 10/03/2022
SUBJECT: MOU James River Equipment

Attached is an MOU with James River Equipment for reimbursement of costs fro access road construction. The contribution from James River will be \$59,813.31.

Attachments MOU and invoice.

Board of Commissioners to authorize the County Manager to enter into the memorandum of understanding for reimbursement of costs for access road construction.

ATTACHMENTS:

Description	Upload Date	Type
MOU	9/23/2022	Cover Memo
invoice	9/23/2022	Cover Memo

Memorandum of Understanding

(For Reimbursement of Costs for Access Road Construction)

It is agreed hereto by and between **Rowan County** (the "Owner") and **James River Equipment** (the "Developer") as follows:

1. Based upon sealed drawings provided by the Developer, including Sheets C200 – Site Layout and Utility Plan and C400 – Grading and Drainage Plan for Project No. 37904 issued by Timmons Group with revised dates 09/07/2017 and 10/16/2017, the Owner has requested a connection to the planned County Access Road (the "Project") located on Rowan County Property, Tract A1 – Parcel ID 402 090 at 1455 Julian Road as established by subdivision plat Book 9995 Page 7829.
2. In order to accommodate the Developer's site development plans on Tract A2 – Parcel ID 402 091 at 1465 Julian Road, Developer has requested the Owner relocate the planned Access Road and corresponding right-of-way (ROW) so that the southernmost ROW limit corresponds to the northwestern property line of the Project along bearing S 44° 02' 31" W.
3. The request requires the County to accommodate the entire ROW on County property. Developer acknowledges that land rights and value necessary for the relocation of ROW along this property line must be accepted by the Owner and a financial offset paid for by the Developer.
4. Developer shall pre-pay Owner immediately upon execution of this Memorandum for the total land value occupied by ROW necessary to service the proposed driveway connection at the service area on the northwestern side as indicated on the Developer's site development plans. The land value established for this calculation and agreed upon by both Owner and Developer at \$160,000.00 per acre.
5. The Developer's driveway connection location is established by Project plan exhibit enclosed herein entitled Public Road Extension Showing Connection to James River Equipment. The total project road length to service the driveway measures three hundred thirty (330) linear feet and requires one-half (1/2) of the forty-five (45) feet width of ROW necessary to complete construction of the Project. One-half the total square footage of land required for ROW is seven thousand four hundred twenty-five (7,425) square feet or 0.1705 acres. Thus, the land value of the ROW to be compensated under this Memorandum is 0.1705

acres x \$160,000 and equals an amount of twenty-seven thousand two hundred eighty dollars (\$27,280.00.)

6. Owner shall procure, and contract professional engineering and other related services required for study, survey, land rights, easements, preliminary design, final design, permits, bidding, negotiating, construction administration and inspection of the Project.
7. Owner shall subsequently procure and contract all necessary construction services required to construct the complete Project.
8. Developer shall pre-pay Owner an amount of three thousand six hundred forty-three and 31/100 dollars (\$3,643.31) under this agreement as contribution to professional engineering and other related services required for the Project.
9. Developer shall pre-pay Owner an amount of twenty-eight thousand eight hundred ninety dollars (\$28,890.00) under this agreement as contribution to the total estimated Project construction cost as the one-third (1/3) Cost Share of the proposed improvements as established by the Project plan contained herein and shown at three hundred thirty (330) linear feet of roadway up to and including the turnout required for the driveway connection to the County's Animal Shelter.
10. Developer shall pay Owner immediately upon receipt of a formal written request for payment of the Developer's contribution to the estimated Project construction costs in the amount of fifty-nine thousand eight hundred thirteen and 31/100 dollars (\$59,813.31). Owner shall enclose a copy of the final County executed Memorandum of Understanding with the written request for payment.
11. Failure by Developer to pre-pay Owner in a timely manner will result in suspension of work on the Project at the discretion of the Owner up to and including cancellation of the Project.
12. Developer shall be responsible for scheduling all other work on its subject site by others and shall notify Owner of any specific coordination allowances or circumstances related to the Project or required to complete the Project before work commences.
13. Owner and Developer each binds itself, its partners, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Memorandum.

MR
This is
total to
be paid
when road
is built.

This Memorandum of Understanding will be effective as of the latest signature date below.

OWNER
Rowan County

By: Aaron Church
Rowan County Manager

Date:

(COUNTY SEAL)

Address for giving notices

130 West Innes Street
Salisbury, North Carolina 28144

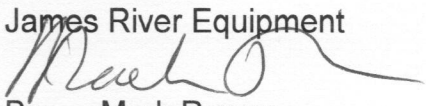
Notary Attest

Signed before me this ____ day
of _____, 2018.

My commission expires on:

Seal

DEVELOPER
James River Equipment


By: Mark Romer
President

Date:

6/8/2021
(CORPORATE SEAL)

Address for giving notices

2405 Hermitage Road
Richmond, Virginia 23220

Notary Attest

Signed before me this ____ day
of _____, 2018.

My commission expires on:

Seal

Payment is due upon receipt.

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: Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE: 10/3/2022
SUBJECT: Sole-Source Aero Specialties

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Airport uses Aero Specialties for equipment. This is a purchase of an Iron Tire Aircraft Flat Tire Dolly through Aero Specialties; not to exceed \$6,165.84.

Board of Commissioners authorize the County Purchasing Director to approve a purchase of an Iron Tire Aircraft Flat Tire Dolly through Aero Specialties; not to exceed \$6,165.84.

ATTACHMENTS:

Description	Upload Date	Type
Aero Specialties - Quote	9/23/2022	Cover Memo
Aero Specialties	9/23/2022	Cover Memo
Memo From Airport Director	9/26/2022	Cover Memo



11175 W. Emerald Street
Boise, ID 83713
United States of America
+1 208-378-9888
+1 208 378-9889
sales@aerospecialties.com
www.aerospecialties.com



Quote Number: AS1Q10821

Date of Quote: Sep 15, 2022

Quote Valid Through: Oct 15, 2022

Sold To:**Rowan County Airport RUQ**

Valerie Steele
3670 Airport Loop
Salisbury, NC 28147

Ship To:**Rowan County Airport RUQ**

Valerie Steele
3670 Airport Loop
Salisbury, NC 28147

Your Sales Rep:**Derek Rose**

V.P. of Government & Commercial Sales

Phone: +1 208-378-9888

Email: derek@aerospecialties.com

Thank you for your interest in AERO Specialties. Attached is the quote along with additional information requested. We appreciate the opportunity to earn your business. If you have any questions please let me know.

Part #	Description	Lead Time	Qty	List Price	Discoun	Unit Price	Ext. Price
2021330	IRON TIRE 20K	~60-90 Days	1	\$5,846.15	5%	\$5,553.84	\$5,553.84
IT20000 Iron Tire Aircraft Flat Tire Dolly. The Iron Tire is a robust aircraft wheel dolly, designed for use on aircraft with a flat tire. The unit allows for easy one-person recovery of a disabled aircraft. Standard features and include: * 20,000 lbs. airplane capacity * 10,000 lbs. dolly capacity							

Totals**FOR UNITED STATES CUSTOMERS ONLY:**

Due to laws concerning sales tax collection in the USA's various states, AERO Specialties will now collect sales tax from all customers that are not tax-exempt. The state/county's sales tax will be charged at the time of invoicing. Please provide your exemption documentation or relevant information during order placement if you are a reseller or a tax-exempt customer.

Subtotal	\$5,553.84
Total Discount	\$292.31
Tax	\$0.00
Shipping	\$612.00
Grand Total	\$6,165.84

Lead times are quoted in business days and subject to change.

Deposit Required**\$0.00****BEWARE OF CYBER FRAUD!**

Before wiring any funds, call the AERO Specialties representative at a number you know is valid to confirm the instructions and be wary of any request to change wire instructions you have already received.

Quotation Notes and Acceptance

To accept and purchase the equipment on this quotation, sign below and return:

Acceptance Date: _____

Print Name: _____

Signature: _____

Please contact me if I can be of further assistance!



About AERO

AERO Specialties provides complete aircraft and airport ground support equipment (GSE) solutions to corporate, FBO, MRO, military, airline, and general aviation customers worldwide. AERO manufactures and distributes industrial-grade, high-quality new, used, and refurbished aircraft GSE.

AERO OEM aircraft Towbars & Heads, Oxygen & Nitrogen Service Systems, Lavatory & Potable Water Service Carts, Maintenance Stands, Hydraulic Power Units and JetGo Ground Power Units utilize technologically advanced parts, and materials designed to protect aircraft and customers' equipment investments. As an authorized distributor for TLD, and many others, AERO can meet most equipment requirements.

With over 30 years of experience and over 21,000 active customers, we are one of the premier suppliers of aircraft GSE to aviation markets across the globe. The diversity of our catalog and our expertise makes us the preferred GSE supplier to many organizations such as Signature Flight Support, ASIG, Jet Aviation, ExecuJet, Atlantic Aviation, Landmark Aviation, Air Canada, JetBlue, Southwest Airlines, Delta Airlines, Alaska/Horizon Airlines, Embraer, Bombardier, Gulfstream, Lockheed Martin Co, Raytheon, Leonardo, General Atomics, Boeing and Airbus Military, USAF, and the US NAVY (to name only a few).

AERO's dedication to customer service and industry experience is unmatched. AERO Specialties sales and support staff understand aircraft handling and maintenance and are ready to assist and advise on the proper equipment needed for your specific application. Combine this with our team of professionally certified mechanics and engineers, revered customer service, and an online parts store, and you have the best aircraft GSE supplier in the business. Regardless of your type of operation or global location, AERO Specialties will provide the perfect solution to your ground support equipment and aircraft servicing needs.

For more information please call +1 208-378-9888 or visit www.aerospecialties.com



Ph: +1 208-378-9888
sales@aerospecialties.com
www.aerospecialties.com

Ground Support Equipment

AERO Specialties provides complete aircraft ground support equipment (GSE) solutions to corporate, FBO, MRO, military, airline and general aviation customers worldwide. Our industry expertise and diverse product lines set us apart from the competition, making AERO the preferred GSE supplier for over 21,000 organizations globally.

Aviation Safety Equipment

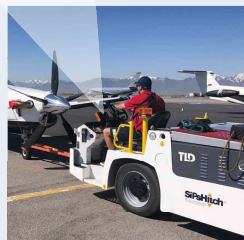
Our line of Aviation Safety Equipment (ASE) is designed to make common aircraft servicing mishaps a thing of the past. That's why AERO Specialties has incorporated new safety features into most of our aircraft ground support equipment, towing, ground power, hydraulic power, lavatory service or any other servicing sector—we are dedicated to helping protect your staff, customers and your bottom line.



Tow Force Monitoring System



SPiHitch™ is an add-on option for all makes of towbar type tractors and is designed to assist in the prevention of shear pin breakage and aircraft nose gear damage that often occurs during towing. It visually and audibly alerts the operator of potential shear pin breakage or impending hazard to the landing gear BEFORE it happens. The system records aircraft tail numbers, aircraft movement details and stress event logs; it can even restrict tractor power output prior to overstress and damage to the aircraft nose gear.



JetGo 900 GPU

Utilizing modern production methods and materials, we have created the most outstanding 28V GPU available. The futuristic design, active aircraft safety features and reliable performance ensure that the JetGo 900 will be the dominant choice for your 28V ground power requirements.

This revolutionary GPU incorporates the highest continuous amperage in its class along with superior, safe starting amperage from the hybrid design. The JetGo 900 is designed to perform in the most arduous environments and on the busiest ramps. Standard 'breakaway' output cables, LED floodlights, active over-volt protection systems, and Octifuse™ line voltage adjustment on every unit ensures that it will be suitable and safe for every 28V DC aircraft.



Oxygen and Nitrogen Systems

Our oxygen and nitrogen systems provide the best value, quality and durability in the industry. We offer complete systems or individual components.



Lavatory and Water Carts

Business and regional aircraft, narrow-body and wide-body; we cover it all. We manufacture the finest lav and water carts on the planet. Our units are cost-effective, simple to use, and easy to maintain.



Towbars and Heads

AERO Specialties towbars and heads offer the highest quality and durability in the industry. Systems are available for business, regional, military and commercial airframes.



Hydraulic Power Units

Standard features include a digital interface, data screen and programmable airframe service parameters; making these the safest units on the market. AERO custom-builds each unit specifically for your application. Higher-quality, quieter, easier to use and more efficient than the rest. These units have set a new standard for hydraulic servicing!



Portable Power Units

AERO Specialties' line of portable aircraft starting units and continuous power units offer an affordable, durable and dependable solution for 12 to 28.2V DC aircraft and helicopter power requirements.



Solid State GPUs

AERO Specialties' line of solid state power units have set the precedent for safety, precision, reliability and ease of use. Units are available in both 28.2V DC and 400-Hz configurations.



Maintenance Stairs/Stands

Our stands tower over the competition! AERO Specialties offers a wide array of stairs and stands for any application, from passenger boarding and crew access to customer maintenance applications.



Used and Refurbished GSE

One of our specialties is professional refurbishment and overhaul of ground-support GSE. Our mechanics hold numerous repair certifications, ranging from GPUs to turbine engines. This maintenance expertise provides our customers with extremely reliable equipment at affordable prices.



TLD Ground Support Equipment

With over sixty years of industry expertise, TLD is the global leader in the design, development, manufacturing and after-sales support of ground support equipment. TLD equipment is found on all major airline tarmacs and within high priority military operations. AERO is proud to be the primary general aviation and military distributor for TLD equipment.



PUSHBACK TRACTORS: Traditional and towbarless units designed to tow business jets, turboprops, military airframes, regional and commercial aircraft.



GROUND POWER UNITS: The most compact, quiet and powerful 400Hz diesel GPUs available. TLD units have set the industry standards.



AC & HEATING UNITS: TLD's superior air conditioning and heating units provide a consistent and stable operating environment in any climate conditions.



BELT LOADERS: Compatible with all aircraft types, TLD units are low profile, simple in design, and easy to maintain.



AER START UNITS: Loaded with advanced features and components that combine to produce the most versatile and cost-effective units available.



TUGS: Featuring a heavy-duty and virtually indestructible chassis, with an ergonomic design to provide maximum driving comfort and exceptional visibility.

Secure Online Store

Our online store provides a user-friendly interface for ordering a wide range of parts and supplies, from towbar heads to ramp safety equipment.



Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Valerie Steele, Airport/Transit Director

Re: Approval of a Sole-Source Purchase of Aircraft Flat Tire Dolly from AERO Specialties

Date: September 23, 2022

The airport would like to purchase an aircraft flat tire dolly from AERO Specialties ground support equipment. This purchase would be approved as a 'sole-source' per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

The dolly is only available through AERO Specialties. It is used when aircraft become disabled on the airfield and need to be removed. The total cost of this agreement is \$6,165.84. The purchase would be out of the Other Small Equipment Account from funds approved in the FY23 Budget.

Attached is the quote provided that will be entered as a purchase order.

Recommendation: The Purchasing Director recommends that the Board of Commissioners authorize the Airport Director to enter a "sole-source" purchase agreement with AERO Specialties for the aircraft two dolly for \$6,165.84.

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: September 23, 2022
SUBJECT: Assignment of Jurisdiction for 2 Parcels to Granite Quarry, NC

REQUEST

Drake Morgan owner of Drake Built, LLC owns two (2) parcels on St. Luke's Church Rd that are split between Granite Quarry and Rowan County's zoning jurisdiction. Per the attached request form Mr. Morgan, he would like the parcels be subject to Granite Quarry jurisdiction.

NCGS 160D-203 provides a solution to this jurisdictional split, allowing for written consent from the owner and resolution adopted by the governing boards to assign planning and development jurisdiction to one of the local governments. This process allows the jurisdictional boundaries to remain in tact, without requiring a formal map amendment process.

RECOMMENDATION

- Approve Zoning Authority Resolution and forward to the Town of Granite Quarry for consideration
- Authorize Planning Staff to record said resolution once approved by Granite Quarry

ATTACHMENTS:

Description	Upload Date	Type
Zoning Map	9/23/2022	Exhibit
Morgan's request	9/23/2022	Backup Material
NCGS 160D 203	9/23/2022	Backup Material
Zoning Resolution	9/23/2022	Resolution Letter



Rowan County

Affected Parcels

Granite Quarry ETJ

BOOTH
629-025
629-025





ST LUKES CHURCH

EAST FORK

MIRACLE

Structures

FTRCODE

-  APARTMENT/MULTI-FAMILY
-  MOBILE HOME
-  OUT_BLDG
-  RESIDENTIAL

Drake Built L.L.C

410 Rockcreek Rd

Rockwell, N.C 28138

I Drake Morgan, owner of Drake Built L.L.C, want both parcels (629-243 & 629-025) be removed from rowan county zoning an transferred to Granite Quarry zoning as allowed pursuant to ncgs160d-203

Thank you,

A handwritten signature in blue ink, appearing to be "Drake Morgan", written in a cursive style.

§ 160D-203. Split jurisdiction.

If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, for the purposes of this Chapter, the local governments may, by mutual agreement pursuant to Article 20 of Chapter 160A of the General Statutes and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under this Chapter for the entire parcel to any one of those local governments. Such a mutual agreement shall only be applicable to development regulations and shall not affect taxation or other nonregulatory matters. The mutual agreement shall be evidenced by a resolution formally adopted by each governing board and recorded with the register of deeds in the county where the property is located within 14 days of the adoption of the last required resolution. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

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

JOINT RESOLUTION FOR ASSIGNING EXCLUSIVE JURISDICTION OF REAL PROPERTY TO THE TOWN OF GRANITE QUARRY, NC

WHEREAS, the Town of Granite Quarry, NC and the County of Rowan, NC have exercised their authority to regulate the subdivision of land pursuant to NCGS 160D Article 8 and adopt zoning regulations pursuant to NCGS 160D Article 7 within their respective territorial jurisdictions; *and*

WHEREAS, the Town has combined its regulations into a unified development ordinance pursuant to NCGS 160D-103; *and*

WHEREAS, NCGS 160D-203 provides that a parcel of land split between the planning and development jurisdiction of more than one local government can be assigned exclusive jurisdiction to one local government when mutual agreement between local governments and written consent of the landowner occurs; *and*

WHEREAS, Rowan County Tax Parcels 629-025 (PIN# 5687-01-05-2824) and 629-243 (PIN# 5687-01-05-1798) located on St. Luke's Church Rd are split between the planning and development jurisdiction of the Town of Granite Quarry, NC and the County of Rowan, NC; *and*

WHEREAS, the aforementioned parcels of land are owned by Drake Built, LLC which is a North Carolina Limited Liability Company actively registered with the North Carolina Secretary of State; *and*

WHEREAS, Drake Morgan as the registered agent and managing member of Drake Built, LLC has submitted a written request that planning and development jurisdiction of said parcels be assigned to the Town of Granite Quarry, NC.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its October , 2022 meeting does declare the entirety of Rowan County Tax Parcels 629-025 (PIN# 5687-01-05-2824) and 629-243 (PIN# 5687-01-05-1798) shall be subject to the planning and development regulations administered by the Town of Granite Quarry, NC.



AND FURTHER BE IT RESOLVED, that on October , 2022 the Town of Granite Quarry, NC does hereby accept and will apply its planning and development regulations to the aforementioned parcels.

County of Rowan, NC

Adopted this day of October, 2022.

Gregory C. Edds, Chairman
Rowan County Commission

Attest:

Carolyn Barger, Clerk to the Board
(seal)

Town of Granite Quarry, NC

Adopted this day of October, 2022.

Brittany Barnhardt, Mayor
Town of Granite Quarry

Attest:

Aubrey Smith, Town Clerk
(seal)

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: 9/23/22
SUBJECT: Schedule Public Hearing for Z 05-22

Sutton Children LLC are petitioning to rezone their parcel at the approximate 3700 block of Mooresville Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. This property can be further referenced as county tax parcel 463A289.

Schedule Public hearing for October 17, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/23/2022	Cover Memo
Site Plan	9/23/2022	Cover Memo
GIS Map	9/23/2022	Cover Memo
Letter from applicant	9/23/2022	Cover Memo
application	9/23/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 09/23/2022

STAFF CONTACT: AARON POPLIN



REZONING PETITION: Z 05-22

REQUEST: RR to CBI-CD

PARCEL ID: 463A289

LOCATION: 3700 block
Mooresville Rd.

ACERAGE: 5.98

CURRENT LAND USE:
Vacant

OWNER: Sutton Children
LLC

APPLICANT: Sutton
Children LLC

BACKGROUND

Sutton Children LLC are petitioning to rezone their parcel at the approximate 3700 block of Mooresville Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. This property can be further referenced as county tax parcel 463A289.

Relationship with any plans and policies

This property is located in Area 2 of the Western Area Land Use Plan areas adjacent to Salisbury, Spencer, China Grove, and Landis. Area 2 encourages mixed development throughout the area. Mooresville Rd/ NC 150 HWY is identified as a major throughfare and the plan recommends Highway Business off major thoroughfares and NC highways.

The Western Area Land Use Plan recommends considering building appearance, design elements and landscaping for new businesses. Conditional district rezonings offer the Board an opportunity to recommend these enhanced design elements in the form of mutually agreed upon conditions.

This proposed mini-storage warehousing has some higher performance standards included with it that are not typical to the mini-storage facilities that have been brought to the Board in recent years. One of the more notable differences are that there will be a manned office with a masonry façade and windows instead of only metal siding. The heavy duty asphalt paving is a higher standard than the gravel paving that is commonly used in storage facilities in the County.

Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation.

The property is located inside a Phase II storm water area. The site plan addresses this with a storm water pond. NC DEQ permitting may require changes to the pond. Changes in location of the pond may require an amendment to the zoning district if it involves a relocation of a building or parking area, but changes in the shape alone likely would not necessitate an amendment.

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

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for mini-warehouse storage (4225). The buildings on the site plan have around a 50,000 Sq Ft footprint. With two of the buildings being two story the total storage area is around 80,000 Sq Ft.

MAJOR GROUP	INDUSTRY GROUP	RR	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Not Permitted
Manufacturing		Permitted with SR	Not Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	mini-Warehouses
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most 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-

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): The area around the intersection of Mooresville Rd and John Rainey Rd is a mixture of RR, Residential Suburban (RS) and CBI. Most of the RR zoned lots are larger lots with single family dwellings and Farm/Wood land. The RS zoned lots are mostly within subdivisions that connect to Mooresville Rd; these lots are smaller lots that contain single family dwellings. The CBI lots are adjacent to the rezoning and contain a Gas station, Landscaping supply business, and cell tower. Other nonresidential uses in the area would be the Christ United Methodist Church, Neel Rd Baptist Church, and Masingo's Motor Company auto repair business.

Potential impact on facilities such as roads, utilities and schools

Roads: The NC DOT has indicated that they do not have issue with granting access off Mooresville Rd however they have not issued a formal driveway permit. The Briggs Rd to Quail Rd section of NC 150 (Mooresville Rd) has an AADT of 7,200 last taken in 2019. The designed capacity is 14,600 AADT. The Quail Rd to Candlewick Dr section of NC 150 (Mooresville Rd) has a AADT of 10,000 last taken in 2018 with a design capacity of 12,500 AADT.

Using the formulas from the Institute of traffic Engineers Trip Generation 7th edition, Mini Warehouses generate on average 2.5 trips per 1,000 Sq Ft on weekdays and 2.33 Trips per 1,000 Sq Ft on Saturdays. Using these calculations, the site would generate 200 weekday trips and 186 Saturday trips. Weekday peak AM hours are calculated at .28 trips per hour and weekday peak PM hours are calculated at .29 per hour. With these calculations the site could generate 22 trips per hour during AM peak and 23 trips per hour PM peak.

Utilities: Utilities are not available at this site and the buildings will utilize well and septic.

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.

July Planning Board Meeting

The Rowan County Planning Board conducted a courtesy hearing for Z 05-22 at their July Meeting. Multiple people from the community spoke in opposition to the request. The concerns from the community were related to traffic issues, safety, property values, and privacy.

The Planning Board members discussed the case. The Board raised concerns that the use would go behind existing houses and surround the residence at 3707 Mooresville Rd on two sides. The Planning Board also acknowledged the traffic concerns but decided that it was not relevant to this request as the amount of traffic on the road was a problem prior to the request.

The Planning Board adopted the following statement:

Statement of Consistency and Reasonableness –Z 05-22 is not consistent with the Western Land Use Plan or reasonable/appropriate based on the following:

- The project size of 96000 square feet on 5.98 acres of land is out of scale with the area;
- the project will split the existing houses (4);
- the project will overwhelm the neighborhood.

The statement was adopted with a vote of 4 to 2

A motion to deny the application was adopted with a vote of 4 to 2.

Site Plan Amendments

After the Planning Board meeting the applicant decided to amend the request and reduce the scale of the use to address some of the concerns of the community and Planning Board. The most notable changes are as follows:

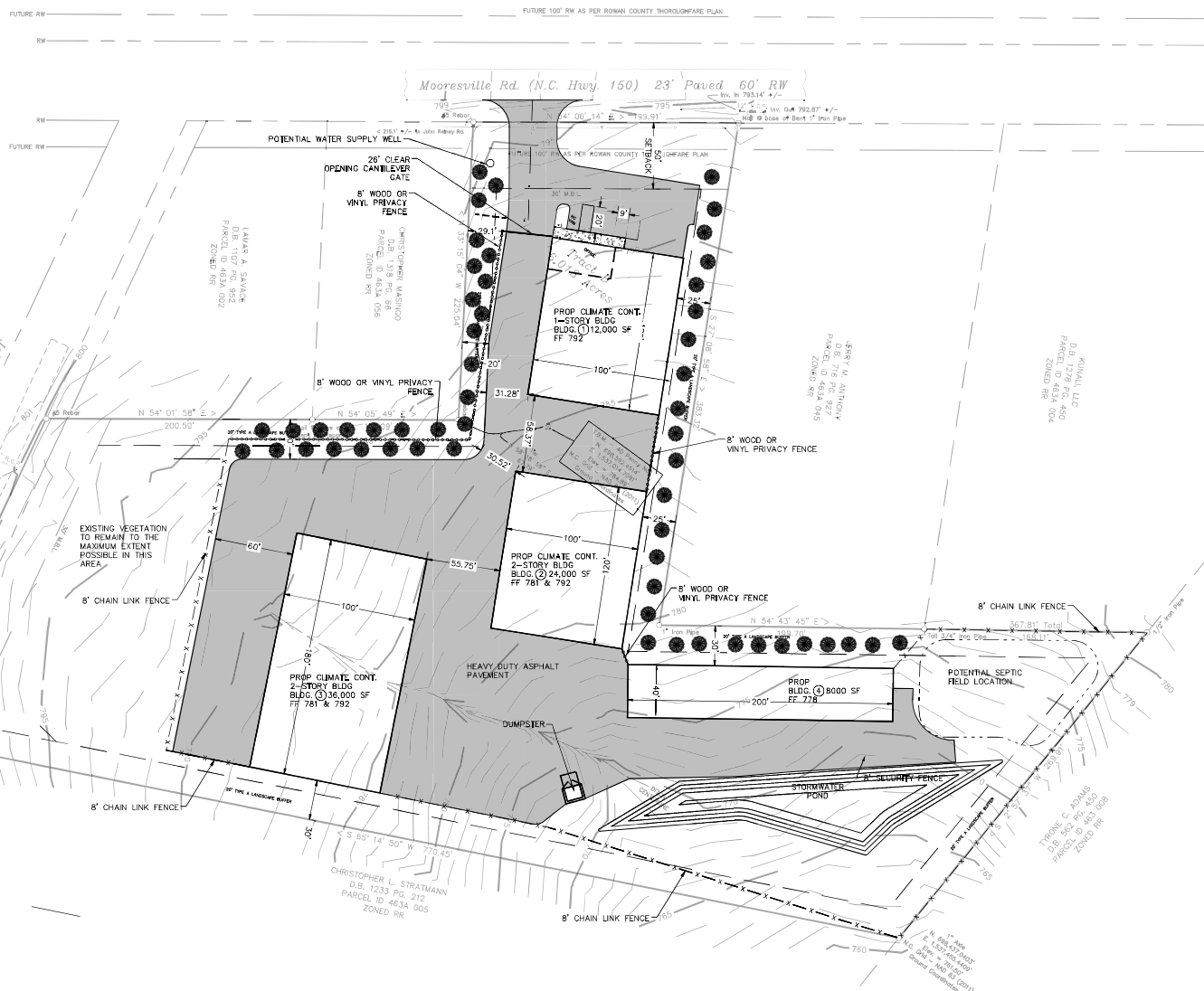
- Reduction from 6 to 4 buildings. Total storage capacity reduced from 112,000 Sq Ft to 80,000 Sq Ft.
- Removal of parking area for boats and RVs.
- Removal of the secondary entrance off of John Rainy Rd.
- Increase of the buffer area from 20' to 25' and 30'.
- Increase in vegetative screening for adjoining residences.
- Wood or Veneer fencing added to buffer area with adjoining residences off of Mooresville Rd.

Staff Comments

- Higher Standards described in the building elevations could change unless added as a mutually agreed upon condition of approval. However, the asphalt paving is on the site plan so it would be required without adding a separate condition.
- With the request being a conditional district the Board could add mutually agreed upon conditions to address other concerns that were not adequately addressed in the updated site plan.

Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet



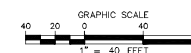
- TYPE A BUFFER DESCRIPTION**
1. Minimum Width: Twenty (20) feet.
2. Screening shall be one (1) of the following:
- a) row of evergreen conifers or broadleaf evergreens planted at a minimum height of five (5) feet apart which would grow to form a continuous hedge of at least six (6) feet in height within two (2) years of planting.
 - b) masonry wall located within the required buffer; such wall shall be a minimum height of six (6) feet (above finished grade) and, if the wall is stone, it shall be constructed on all sides, or an opaque fence six (6) feet in height.
 - c) berm and planting combination, with the berm an average of six (6) feet high and dense plantings which will, when combined with the berm, achieve a minimum height of six (6) feet and average of 75% percent opacity within two (2) years.
- d) low, low-growing evergreen shrubs, evergreen ground cover, or rock mulch covering the majority of the buffer.

- NOTES:
1. EXISTING VEGETATION WITHIN THE BUFFER AREAS WILL BE PRESERVED WHEN POSSIBLE TO PROVIDE THE MINIMUM TYPE A BUFFER REQUIREMENTS AND WILL BE SUPPLEMENTED WITH ADDITIONAL PLANTINGS AS NEEDED.
 2. THE TREES SHOWN ON THIS PLAN IS A GRAPHICAL REPRESENTATION OF THE BUFFER AREA. A MORE DETAILED PLANTING PLAN WILL BE PROVIDED AS PART OF THE CONSTRUCTION DOCUMENTS. THAT PLAN WILL DEFINE THE ACTUAL NUMBER AND SPECIES OF PLANTINGS NEEDED TO SATISFY THE TYPE A PLANTING REQUIREMENTS.

STORAGE UNIT RECORD INVENTORY				
BLDG	CLIMATE (SF)	NON-CLIMATE(SF)	UNASSIGNED(SF)	TOTAL
1	23,000			
2	24,000			
3	36,000			
4		6,000		
TOTALS	72,000	6,000		86,000

1. MAXIMUM BUILDING HEIGHT 35'
2. ALL BUILDINGS TO BE SEPARATED BY INTERNAL FIRE WALL SO AN INTERNAL SPRINKLER SYSTEM WILL NOT BE REQUIRED.

1. MAXIMUM BUILDING HEIGHT 35'
2. ALL BUILDINGS TO BE SEPARATED BY INTERNAL FIRE WALL SO AN INTERNAL SPRINKLER SYSTEM WILL NOT BE REQUIRED.



REV	DATE	DESCRIPTION	BY	PROJECT	210208
1				DATE	JAN 2022
2				DESIGNED	DMP
3				DRAWN	DMP
4				CHECKED	DMP
5				SCALE	AS NOTED
6				SURVEYED	N/A

THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

dmp

PRELIMINARY

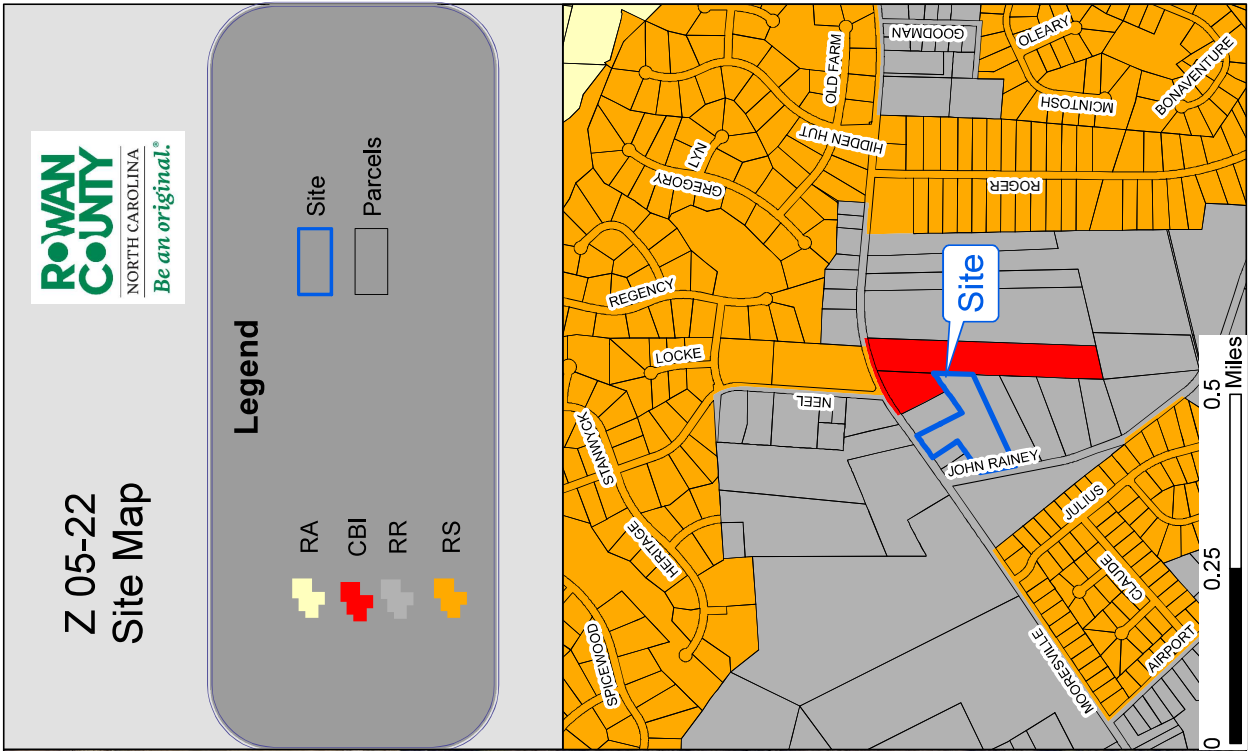
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

REZONING SITE PLAN AUGUST 10, 2022
SELF-STORAGE FACILITY
0 MOORSEVILLE ROAD & JOHN RAINEY ROAD

SHEET NO.



OF _____



Z 05-22 Site Map

Legend

- RA
- CBI
- RR
- RS

- Site
- Parcels

This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

SUTTON CHILDREN LLC SELF STORAGE

Project overview: Sutton Children LLC (“SC”) wishes to develop a self storage facility located on Mooresville Rd. (Hwy 150) in the Locke Township area of western Rowan County. This will be a state-of-the-art climate control (90%) storage facility which is designed to service the community in a 5-mile radius. Our operation and appearance are designed to offer a safe and aesthetic pleasing facility that provides a valuable service to its neighbors.

Western Rowan County appears to be poised for more housing growth in the next 5 years and HWY 150 will eventually be widened. We believe that this type of low impact business will be an excellent fit for the community; while adding to County’s tax base since this project will cost over \$5 Million.

Developer: SC is a family business that will be the developer/owner of the property. The land has been passed down through four generations, and the Sutton/Miller family has maintained an active role in the Salisbury/West Rowan community for over 75 years. SC’s owners have a strong connection to the community and want to own the property long-term. Frank Sutton is the Manager of SC.

Property / Zoning:

Rowan County Parcel ID: 463A289

Acreage: 6.01 acres

Current Zoning: Residential

Proposed Rezoning: Commercial (CBI-CD)

Adjacent commercial land uses (see pictures attached):

	#1	#2	#3
Parcel	463A004	463008001	463A056
Zoning	CBI	CBI	RR-3
Usage	Convenience Store	Cell Tower	Auto Repair Parcel
Business	Raja Market	NA	Masingo’s Motor Company

Self-Storage Facility: The proposed facility consists of a total of 4 buildings (two 1-story and two 2-story) with heights not exceeding 30 feet. The buildings will contain approximately 80,000 gross square feet of self-storage space (72,000 sq. ft. of climate controlled and 8,000 sq. ft. of standard). The buildings will be utilizing the newest steel construction which will provide a safe, clean, and inviting atmosphere for its customers.

Site Plan: See attached site plan which includes proposed driveway, setbacks, buffers, storm water retention pond, and a septic field to meet Rowan County development guidelines.

Landscape Buffers: We have increased the required 20-foot landscape buffers from 25 to 30 feet allow for more screening to neighboring properties. Such buffers will include natural wooded areas where possible and the addition of new trees where needed to address our neighbors' concerns. Fencing adjacent to nearby residents will be wood or vinyl. (See site plan for buffers and pictures of adjacent existing wooded areas)

Front Building Elevation Rendering: The attached rendering shows the view of the property from Highway 150. Given the topography of the site and the reduced density, the property will blend in well with the neighborhood and will not overshadow the adjacent properties. As you can see, the first building facing Highway 150 will have a split façade which utilizes split face block, glass and textured panels to provide a professional appearance. We are confident that this will be one of the nicest storage facilities in the county based upon its design and high-quality construction.

Management: SC will hire a full-time on-site manager for the facility to oversee its sales and operations. Our family has years of operations experience in hotel, convenience store, and apartment businesses and takes great pride in our facilities and their neighborhoods.

Security and Lighting: We plan to install a fence around the perimeter of the property and a camera system (inside and outside buildings) to provide for a safe environment for both customers and neighbors. In addition, we will install building lights that allow for safe access but utilize light shielding so as to not disturb neighbors after dark.



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
Date Filed _____
Received By _____
Amount Paid _____

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Sutton Children LLC

Signature: W. Frank Sutton

Phone: 919-614-6661 Email: wfranksutton@gmail.com

Address: 120 Lancaster Drive, Chapel Hill, NC 27517-3421

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

Name: Same as Above

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 463A289, Pin No. 5639-02-78-0479 Size (sq.ft. or acres): 5.98

Property Location: 0 Mooresville Rd and John Rainey Road

Current Land Use: Vacant

Date Acquired: 2-22-2022 Deed Reference: Book 1395 Page 953

REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District CBI -CD

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

~~All uses allowed in the CBI District~~

SIC 42 Transportation & Warehousing - Self Storage Facility / Mini Warehousing

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), Sutton Children LLC, 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): W. Franklin Sutton

Date: 7/5/2022

Name of Applicant / Agent: W. Franklin Sutton

Address: 120 Lancaster Drive, Chapel Hill, NC 27517-3421

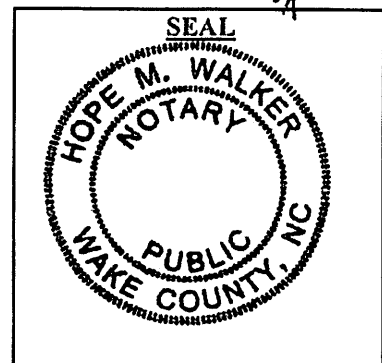
Phone Number: 919-614-6661

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 North Carolina COUNTY OF Wake

I, Hope M. Walker, a Notary Public for said County and State, do hereby certify that W. Frank Sutton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 6/17, 20 27.



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: 1st ____/____/____ 2nd ____/____/____ 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: Amy-Lynn Albertson
DATE: 9/23/2022
SUBJECT: 4H NRA Grant for Shooting Sports Clubs

The Rowan County 4H program would like to apply for the NRA Foundation grant program award for ammunition, bows, shooting clays and targets for our two shooting sports clubs, Hot Shots and Lead Drivers. This grant does not require any match from Rowan County Government. The equipment requested in the grant is valued at \$8000.

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: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Allen Cress, Emergency Svcs. Chief
DATE: 9/23/22
SUBJECT: State Grant Certification Document for Emergency Services Services

The "State Grant Certification—No Overdue Tax Debts" document is required by NCEM to be in compliance for 2022 EMPG grants. This certification is part of a new compliance measure that must be submitted to receive any preparedness grants from NCEM. The State Grant Certification must be hand-signed and notarized, which will affirm that Rowan County does not have any overdue tax debts (per NCGS §105-243.1).

Recommendation: The Emergency Services Chief and the Director of Grants Administration/Government Relations recommend that the Board of Commissioners approve the Board Chair and the County Manager to sign and have notarized the "State Grant Certification—No Overdue Tax Debts."

ATTACHMENTS:

Description	Upload Date	Type
State Grant Certification	9/26/2022	Cover Memo



State Grant Certification – No Overdue Tax Debts

Date: _____

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that _____ 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-10-1.

Sworn Statement:

_____ and _____ being duly sworn, say that we are the Board Chair and Project Director, respectively, of _____ of _____ in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Project Director

(Seal)

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

Notary Signature

My Commission Expires: _____

If there are any questions, please contact the Governor's Crime Commission's Grants Management Director at (919) 733-4564 or you may contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919) 807-4795.

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

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, Finance Director
DATE: 10/3/2022
SUBJECT: Pre-Audit Authority for Assistant Finance Director

Finance Director is requesting that the Board of Commissioners approve the Assistant Finance Director to pre-audit documents per [G.S. 159-28\(a\)](#). This statute requires that before a local government, public authority, or school unit incurs an obligation that is accounted for in a budget ordinance or a project ordinance, the finance officer for the unit (or a deputy finance officer approved by the unit's governing board for this purpose) must:

- (1) ensure that there is an appropriation authorizing the obligation;
 - (2) ensure that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred (or during the life of the project if accounted for in a project ordinance). and
 - (3) affix a signed a pre-audit certificate to agreement in writing. The pre-audit certificate states that: "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." It is signed by the finance officer or a deputy finance officer.
- This authorization will ensure that finance functions will continue when the Finance Director is out of the office.

Board of Commissioners to authorize the Assistant Finance Director to perform pre-audit certification.

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, Finance Director and Jay Dees, County Attorney
DATE: 10/3/2022
SUBJECT: Paul P. Hinkle, Sr. Deed of Trust Satisfaction

Satisfaction form for Paul P. Hinkle, Sr. and Rebecca A. Hinkle to clean up this old title issue so that the Hinkle's can sell this property.

This was a court bond guaranty deed of trust filed in 1998 to secure the appearance of the Hinkles' son, Paul P. Hinkle, Jr. The court case file numbers were listed in the deed of trust and, I have confirmed that these matters were resolved in court so the bond deed of trust should have been cancelled back then. But it was not, so now we should clean this one up and removed the title defect it creates.

Attached Deed of Trust DB 829-280 and Satisfaction.

Board of Commissioners to authorize the Finance Director to sign the attached satisfaction.

ATTACHMENTS:

Description	Upload Date	Type
Deed	9/24/2022	Cover Memo
Satisfaction	9/24/2022	Cover Memo

11:37

829/280

Book
0829 Page
0280FILED
ROWAN COUNTY NC
08/11/98 1:37 PM
BOBBIE H. ELLIARDT
Register of Deeds
By: _____ Deputy/Seal

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19____
Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19____

by _____

Mail after recording to _____, 112 North Main Street, Salisbury, NC 28144

This instrument prepared by Robert Lee Saunders, Attorney at Law, 112 North Main St., Salisbury, NC

Brief Description for the index _____

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 11th day of August, 1998, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
PAUL P. HINKLE, SR. and REBECCA A. HINKLE	Terry E. Osborne	Rowan County

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of One Hundred Thousand and no/100---------- Dollars (\$ 100,000.00),
as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is _____NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of _____, Salisbury Township,Rowan

County, North Carolina. (the "Premises") and more particularly described as follows:

Lying and being in Salisbury Township, Rowan County, N.C.:

BEGINNING at a stake in the Western Margin of the right of way of Interstate Highway 85, Elvin Hoffner's corner; and runs thence with Elvin Hoffner's line North 80 degrees 40 minutes West 491 feet to a stake, W.A. Hoffner's corner; thence with W.A. Hoffner's line, North 6 degrees 09 mo East 207.1 feet to an iron pipe, W.A. Hoffner and H.L. Hinkle's corner; thence three new lines with H.L. Hinkle as follows: (1) North 82 degrees 10 minutes East 290 feet to a stake; (2) North 14 degrees Est 300 feet to a stake; (3) South 80 degrees East 305.8 feet to a stake in the Western margin of the right of way of Interstate Highway 85, South 17 degrees 39 minutes West 688.5 feet to the point of BEGINNING, containing 6.4 acres, more or less, and being part of the property described in Deed Book 189, page 140 in the office of the Register of Deeds for Rowan County, North Carolina.

The purpose of this Deed of Trust is to guarantee the appearance of Paul P. Hinkle, Jr., in case numbers 98 CRS 11750 and 98 CRS 11751 in Rowan County Superior Court.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the trust hereinafter set forth.

If the Grantor shall pay the here secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request and the expense of the Grantor. If, however, there shall be a default in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within 10 days from the date due, or if there shall be a default in any of the covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within 10 days after written notice, then and in any such event, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the said premises conveyed as public auction for cash, after having first giving such notice of hearing in to commencement of foreclosure proceedings and obtained such findings or order of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any sales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after the Trustee returns his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the coin of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$1,000, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by the Trustee, including reasonable attorney's fees, and a judicial commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule: to wit: one-fourth (1/4) thereof before the Trustee receives a notice of hearing or the right to foreclose; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the final sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies in such manner and in such quantities and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and in any event satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums thereon, and shall deliver to the Beneficiary such policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RIGHTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvement thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of collecting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be secured said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises hereon conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or the use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any other loan, repair or replacement of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the premises hereinafter described is subject to the following exceptions:

Easements and Restrictions of record.

1998 ad valorem taxes.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenants and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a Trustee to take the place of the Trustee, and upon the probate and registration of the same, the Trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law (other than (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety, (iv) the grant of a leasehold interest of three (3) years or less not constituting an option to purchase, (v) a transfer resulting from the death of a Grantor, (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises, (vii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises, (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises, without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of any interest in the Premises, shall be deemed to be a transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default, and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any loss or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand of Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CURE ACTION.** In the event that the Trustee is named as a party to any civil action in Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and due after default.

14. **PRIOR LIENS.** Debts under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **OTHER TERMS.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and in seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

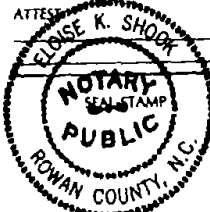
(Corporate Name)

By:

President

ATTEST:

Secretary (Corporate Seal)



NORTH CAROLINA, _____ County,

I, a Notary Public of the County and state aforesaid, certify that PAUL P. HINKLE, SR. and REBECCA A. HINKLE

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and

official stamp or seal, this 11th day of AUGUST, 1998.

My Commission expires: 11-5-99 Elvise K. Shook Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County,

I, a Notary Public of the County and state aforesaid, certify that _____

personally appeared before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina corporation, and that by authority duly

given and as an act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by _____ as its _____ Secretary,

Witness my hand and official stamp or seal, this _____ day of _____, 19 _____.

My Commission expires: _____ Notary Public

The foregoing Certificate of Elvise K. Shook a N/P of Rowan Co NC

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. AL COUNTY

By Barbara M. Carlsbad REGISTER OF DEEDS FOR Rowan COUNTY

Barbara M. Carlsbad Deputy/Assistant-Register of Deeds.

N.C. Bar Assoc. Form No. L-5 © 1976, Revised © September 1985 NEBA 001

2

8/11/98

SoftPro

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Credit Deed of Trust
[Identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Paul P. Hinkle, Sr., and Rebecca A. Hinkle
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 829 at Page 280
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

ROWAN COUNTY, a body politic

By: _____
Print or Type Name: Anna R. Bumgarner
Title: Rowan County Finance Director

State of North Carolina
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that Anna R. Bumgarner personally came before me this day and acknowledged that she is the Finance Director of Rowan County, a body politic, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

My Commission Expires:

Notary Public

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: Jody Farrow-Bennett; Purchasing Director & Deputy Chief TJ Brown; Emergency Services
DATE: 10/3/2022
SUBJECT: Autopulse Systems - Zoll Medical

In accordance with G.S. 143-129(e)(9a), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established by the United States of America or any federal agency, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Zoll Medical Corporation of MA, has agreed to extend to the County the more favorable pricing and terms set forth in their contract with the National Association of State Procurement Officials (NASPO) (2017 Contract #OK-SW-300) for the purchase of fifteen (15) AutoPulse System(s), bands, chargers, cases, and forty-five (45) batteries. The total cost for all of this purchase is \$236,487.75.

Attached is documentation from the awarded company and pricing sheets for the equipment from Zoll Medical Corporation. The NASPO pricing has been verified by the Purchasing Office, the contract was written at 2% off list. The Zoll quote has been quoted at 13.66% off of list. The purchase of the equipment is within the approved fiscal year 2023 budget.

Recommendation: The Emergency Service's Office and the Purchasing Department recommend that the purchase of equipment be awarded to Zoll Medical Corporation for fifteen (15) AutoPulse System(s), bands, chargers, cases, and forty-five (45) batteries at a cost not to exceed \$236,487.75.

ATTACHMENTS:

Description	Upload Date	Type
Zoll Quote	9/26/2022	Cover Memo
AutoPulse Memo	9/26/2022	Cover Memo

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-35632 Version: 1

Rowan County Emergency Services
2727 Old Concord Rd Suite E
Salisbury, NC 28146-8388

ZOLL Customer No: 277683

Bryan Edwards
7042168911
bryan.edwards@rowancountync.gov

Quote No: Q-35632
Version: 1

Issued Date: September 26, 2022
Expiration Date: October 15, 2022

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Chase Prezioso
EMS CPR Territory Manager
chase.prezioso@zoll.com
+1 7046190445

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	715126	8700-0730-01	AutoPulse® System with Pass Thru Includes: Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	15	\$12,457.00	\$10,775.10	\$161,626.50
2	715126	8700-0706-01	LifeBand 3 pack Single-use chest compression band (3 per package)	15	\$425.00	\$363.75	\$5,456.25
3	715126	8700-0753-01	AutoPulse SurePower Charger Includes User Guide and U.S Power Cord. Standard one (1) year warranty. U.S. Tests, Charges and automatically verifies battery charge level	15	\$2,600.00	\$1,741.15	\$26,117.25
4	715126	8700-0752-01	AutoPulse Li-Ion Battery	45	\$935.00	\$800.25	\$36,011.25
5	715126	8700-000850-40	AutoPulse Quick Case - Blue All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	15	\$561.00	\$485.10	\$7,276.50

Subtotal: \$236,487.75

Total: \$236,487.75

Contract Reference	Description
715126	Reflects NASPO 2017 - Contract No. Ok-Sw-300 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NASPO 2017 - Contract No. OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Rowan County Emergency Services
Quote No: Q-35632 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on October 15, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Rowan County Emergency Services

Authorized Signature:

Name: _____
Title: _____
Date: _____

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration

Re: Approval to Purchase AutoPulse Systems for Emergency Services

Date: October 3, 2022

In accordance with G.S. 143-129(e)(9a), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established by the United States of America or any federal agency, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Zoll Medical Corporation of MA, has agreed to extend to the County the more favorable pricing and terms set forth in their contract with the National Association of State Procurement Officials (NASPO) (2017 Contract #OK-SW-300) for the purchase of fifteen (15) AutoPulse System(s), bands, chargers, cases, and forty-five (45) batteries. The total cost for all of this purchase is \$236,487.75.

Attached is documentation from the awarded company and pricing sheets for the equipment from Zoll Medical Corporation. The NASPO pricing has been verified by the Purchasing Office, the contract was written at 2% off list. The Zoll quote has been quoted at 13.66% off of list. The purchase of the equipment is within the approved fiscal year 2023 budget.

Recommendation: The Emergency Service's Office and the Purchasing Department recommend that the purchase of equipment be awarded to Zoll Medical Corporation for fifteen (15) AutoPulse System(s), bands, chargers, cases, and forty-five (45) batteries at a cost not to exceed \$236,487.75.

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: Jody Farrow-Bennett; Purchasing Director & Master Deputy J.G. Hill; Sheriff's Office
DATE: 10/3/2022
SUBJECT: Fifteen (15) Vehicle Purchases - Sheriff's Office

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Ilderton Dodge Chrysler Jeep Ram, LLC has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Bid 22-08-0913-Catalog Discount Specification #141 & #139) for the purchase of fifteen (15) vehicles. The total cost for all vehicles is not to exceed \$597,950.00.

Attached are the two (2) awarded catalog pages from the NCSA Bid Award, proposed purchase orders, and configurations. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2023 budget.

Recommendation: The Sheriff's Office and the Purchasing Department recommend that the purchase be awarded to Ilderton Dodge Chrysler Jeep Ram, LLC for the purchase of fifteen (15) vehicles at a cost not to exceed \$597,950.00.

ATTACHMENTS:

Description	Upload Date	Type
Ilderton Dodge - Cover Memo	9/26/2022	Cover Memo
Award # 139	9/26/2022	Cover Memo
Award # 141	9/26/2022	Cover Memo
Configuration	9/26/2022	Cover Memo
Quote 1	9/26/2022	Cover Memo
Quote 2	9/26/2022	Cover Memo
Quote 3	9/26/2022	Cover Memo
Quote 4	9/26/2022	Cover Memo

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

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

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration

Re: Approval for Purchase of fifteen (15) Vehicles for Sheriff's Office

Date: October 3, 2022

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Ilderton Dodge Chrysler Jeep Ram, LLC has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Bid 22-08-0913-Catalog Discount Specification #141 & #139) for the purchase of fifteen (15) vehicles. The total cost for all vehicles is not to exceed \$597,950.00.

Attached are the two (2) awarded catalog pages from the NCSA Bid Award, proposed purchase orders, and configurations. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2023 budget.

Recommendation: The Sheriff's Office and the Purchasing Department recommend that the contract be awarded to Ilderton Dodge Chrysler Jeep Ram, LLC for the purchase of fifteen (15) vehicles at a cost not to exceed \$597,950.00.

Bid Award

Contract: 22-08-0913, Vehicle and Motorcycle Procurement

Group: Police Rated Vehicles

Item: 139, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48

Description: Manufacturer`s standard base model specifications and current model year for model/model number listed.

Model Upgrade/Downgrade: There are no models offered as a model upgrade/downgrade for this vehicle.

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Appalachia	Primary	Performance CDJR	\$35,482.25	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$35,732.11	6.00%	Build	Options
Dogwood	Primary	Performance CDJR	\$35,481.31	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$35,732.11	6.00%	Build	Options
Cardinal	Primary	Performance CDJR	\$35,482.30	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$35,732.11	6.00%	Build	Options
Longleaf Pine	Primary	Performance CDJR	\$35,481.65	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$35,732.11	6.00%	Build	Options
No Delivery	Primary	Performance CDJR	\$35,482.30	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$35,732.11	6.00%	Build	Options

Bid Award

Contract: 22-08-0913, Vehicle and Motorcycle Procurement

Group: Police Rated Vehicles

Item: 141, Stellantis, Dodge Durango Pursuit AWD 5.7L, WDEE75/22Z

Description: Manufacturer`s standard base model specifications and current model year for model/model number listed.

Model Upgrade/Downgrade: There are no models offered as a model upgrade/downgrade for this vehicle.

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Appalachia	Primary	Performance CDJR	\$41,028.48	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$41,085.84	6.00%	Build	Options
Dogwood	Primary	Performance CDJR	\$41,027.20	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$41,085.84	6.00%	Build	Options
Cardinal	Primary	Performance CDJR	\$41,026.92	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$41,085.84	6.00%	Build	Options
Longleaf Pine	Primary	Performance CDJR	\$41,029.31	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$41,085.84	6.00%	Build	Options
No Delivery	Primary	Performance CDJR	\$41,026.92	6.00%	Build	Options
	Alternate	Ilderton Dodge Chrysler Jeep Ram, LLC	\$41,085.84	6.00%	Build	Options

ILDERTON DODGE CHRYSLER JEEP/FLEET
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

Configuration Preview

#139

Date Printed: 2022-08-02 10:44 AM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 48887 STATE OF NORTH CAROLINA
FAN 2:
Client Code:
Bid Number: TB3076
PO Number:

Sold to:
ILDERTON DODGE CHRYSLER JEEP/FLEET
(49987)
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

Ship to:
ILDERTON DODGE CHRYSLER JEEP/FLEET (49987)
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

Vehicle: 2023 CHARGER POLICE RWD (LDDE48)

	Sales Code	Description
Model:	LDDE48	CHARGER POLICE RWD
Package:	26A	Customer Preferred Package 26A
	EZH	5.7L V8 HEMI MDS VVT Engine
	DFK	8-Spd Auto 8HP70 Transmission
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat
	APA	Monotone Paint
	*C8	HD Cloth Bucket & Rear Bench Seats
	-X9	Black
Options:	4DH	Prepaid Holdback
	4ES	Delivery Allowance Credit
	MAF	Fleet Purchase Incentive
	5N6	Easy Order
	4FM	Fleet Option Editor
	4FT	Fleet Sales Order
	166	Zone 66-Orlando
	4EA	Sold Vehicle
Non Equipment:	4FA	Special Bid-Ineligible For Incentive
Bid Number:	TB3076	Government Incentives
Discounts:	YGF	8 Additional Gallons of Gas
Destination Fees:		

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ILDERTON DODGE CHRYSLER JEEP/FLEET
701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350

Configuration Preview

#141

Date Printed: 2022-08-02 3:23 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 00QSR RANDOLPH COUNTY
FAN 2:
Client Code:
Bid Number: TB3076
PO Number:

Sold to: Ship to:
ILDERTON DODGE CHRYSLER JEEP/FLEET (49987) ILDERTON DODGE CHRYSLER JEEP/FLEET (49987)
701-709 S MAIN ST POB 350 701-709 S MAIN ST POB 350
HIGH POINT, NC 272610350 HIGH POINT, NC 272610350

Vehicle: 2023 (WDEE75)

	Sales Code	Description
Model:	WDEE75	
Package:	22Z	Customer Preferred Package 22Z
	EZH	5.7L V8 HEMI MDS VVT Engine
	DFD	8-Spd Auto 8HP70 Trans (Buy)
Paint/Seat/Trim:	PXJ	DB Black Clear Coat
	APA	Monotone Paint
	*C5	Cloth Bucket Seats w/ Shift Insert
	-X9	Black
Options:	4DH	Prepaid Holdback
	4ES	Delivery Allowance Credit
	MAF	Fleet Purchase Incentive
	5N6	Easy Order
	4FM	Fleet Option Editor
	4FT	Fleet Sales Order
	166	Zone 66-Orlando
	4EA	Sold Vehicle
Non Equipment:	4FA	Special Bid-Ineligible For Incentive
Bid Number:	TB3076	Government Incentives
Discounts:	YG1	7.5 Additional Gallons of Gas
Destination Fees:		

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



701-712 South Main Street
High Point, NC 27260
(336) 841-6100

BUSINESS LINK

9/26/2022

Buyer:	ROWAN COUNTY	Cell:			
	JEFFREY HILL				
Phone:		Phone:			
E-Mail	jeffrey.hill@rowancountync.gov	Fax:			

		TRADE	
VEHICLE	DODGE DURANGO PURSUIT AWD	Make:	
Year:	2023	Model:	
Color:	BLACK (1) RANGER CLEAR COAT (1)	Year:	
Engine:	5.7L V8 HEMI MDS	Color:	
Drive		VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP

Sale Price	NC SHERIFF'S ASSOCIATION	\$ 41,086.00
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ITEM# 141

Options Included			
VINYL FLOOR / CLOTH FRONT BUCKET SEATS	\$ -		\$ -
4 KEY FOBs / SHIFTER ON THE COLUMN / NO CONSOLE	\$ -		\$ -
18" ALLUMINUM WHEELS	\$ 390.00		\$ -
VINYL REAR SEAT	\$ 135.00		\$ -
CLASS IV RECEIVER HITCH	INC		\$ -
BLIND SPOT CROSS PATH DETECTION	INC		\$ -
			\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Options Total	\$ 525.00
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Sub Total	\$ 41,611.00
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Units:	2
	COLOR UPCHARGE (RANGER) \$560.00

BALANCE DUE	\$ 83,782.00
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Manager Kim Tuttle Customer ASST DIRECTOR OF FLEET SALES
ASST DIRECTOR OF FLEET SALES AUTHORIZED PERSONEL



ILDERTON

DODGE CHRYSLER Jeep RAM



701-712 South Main Street
High Point, NC 27260
(336) 841-6100



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ILBERTON

DODGE

CHRYSLER

Jeep



701-712 South Main Street
High Point, NC 27260
(336) 841-6100

BUSINESS LINK

9/26/2022

Buyer:	ROWAN COUNTY	Cell:			
	JEFFREY HILL				
Phone:		Phone:			
E-Mail:	jeffrey.hill@rowancountync.gov	Fax:			

VEHICLE	DODGE CHARGER PURSUIT RWD	Make:	TRADE
Year:	2023	Model:	
Color:	WHITE	Year:	
Engine:	5.7L V8 HEMI MDS	Color:	
Drive:	8-SPD 8HP50	VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP

Sale Price	NC SHERIFF'S ASSOCIATION CONTRACT	\$ 35,468.00
	#139	

Options Included			
FRONT MAP READING LIGHTS	\$ 85.00		
VINYL FLOORING / RED/WHITE DOME LIGHT			
CLOTH FRONT BUCKET SEATS / PARKVIEW REAR CAMERA			
BLACK STEEL WHEELS W/SILVER CAP			
VINYL REAR SEAT	\$ 135.00		
MAX FLOW PACKAGE	\$ 170.00		

Options Total	\$ 390.00
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Sub Total	\$ 35,858.00
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Units:	2

BALANCE DUE	\$ 71,716.00
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Manager	<u>Kim Tuttle</u>	Customer	
	ASST DIRECTOR OF FLEET SALES		AUTHORIZED PERSONEL



ILDERTON

DODGE CHRYSLER Jeep RAM



701-712 South Main Street
High Point, NC 27260
(336) 841-6100



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ILBERTON

DODGE

CHRYSLER

Jeep



701-712 South Main Street
High Point, NC 27260
(336) 841-6100

BUSINESS LINK

9/26/2022

Buyer:	ROWAN COUNTY	Cell:			
	JEFFREY HILL				
Phone:		Phone:			
E-Mail:	jeffrey.hill@rowancountync.gov	Fax:			

		TRADE	
VEHICLE	DODGE CHARGER PURSUIT RWD	Make:	
Year:	2023	Model:	
Color:	BLACK (2) F8 GREEN (1)	Year:	
Engine:	5.7L V8 HEMI MDS	Color:	
Drive:	8-SPD 8HP50	VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP

Sale Price	NC SHERIFF'S ASSOCIATION CONTRACT	\$ 35,468.00
	#139	

Options Included			
FRONT MAP READING LIGHTS	\$ 85.00		
VINYL FLOORING / RED/WHITE DOME LIGHT			
CLOTH FRONT BUCKET SEATS / PARKVIEW REAR CAMERA			
18" WHEEL COVERS	\$ 45.00		
VINYL REAR SEAT	\$ 135.00		
MAX FLOW PACKAGE	\$ 170.00		

Options Total	\$ 435.00
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Sub Total	\$ 35,903.00
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Units:	3	
	COLOR UPCHARGE	\$95.00

BALANCE DUE	\$ 107,804.00
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Manager Kim Tuttle Customer ASST DIRECTOR OF FLEET SALES
ASST DIRECTOR OF FLEET SALES AUTHORIZED PERSONEL



ILDERTON

DODGE CHRYSLER Jeep RAM



701-712 South Main Street
High Point, NC 27260
(336) 841-6100



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701-712 South Main Street
High Point, NC 27260
(336) 841-6100

BUSINESS LINK

9/26/2022

Buyer:	ROWAN COUNTY	Cell:			
	JEFFREY HILL				
Phone:		Phone:			
E-Mail	jeffrey.hill@rowancountync.gov	Fax:			

		TRADE	
VEHICLE	DODGE DURANGO PURSUIT AWD	Make:	
Year:	2023	Model:	
Color:	WHITE	Year:	
Engine:	5.7L V8 HEMI MDS	Color:	
Drive		VIN:	
Mileage:		Stock #:	
		ACV:	

MSRP

Sale Price	NC SHERIFF'S ASSOCIATION	\$ 41,086.00
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ITEM# 141

Options Included			
VINYL FLOOR / CLOTH FRONT BUCKET SEATS	\$ -		\$ -
4 KEY FOBs / SHIFTER ON THE COLUMN / NO CONSOLE	\$ -		\$ -
BLACK STEEL WHEELS W/SILVER CENTER CAP			\$ -
LEFT SPOT LAMP	\$ 610.00		\$ -
VINYL REAR SEAT	\$ 135.00		\$ -
CLASS IV RECEIVER HITCH	INC		\$ -
BLIND SPOT CROSS PATH DETECTION	INC		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Options Total	\$ 745.00
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Sub Total	\$ 41,831.00
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Units:	8

BALANCE DUE	\$ 334,648.00
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Manager Kim Tuttle Customer ASST DIRECTOR OF FLEET SALES
ASST DIRECTOR OF FLEET SALES AUTHORIZED PERSONEL



ILDERTON

DODGE CHRYSLER Jeep RAM



701-712 South Main Street
High Point, NC 27260
(336) 841-6100



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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: Jody Farrow-Bennett; Purchasing Director & Deputy Chief TJ Brown; Emergency Services
DATE: 10/3/2022
SUBJECT: Sole-Source Stryker Procure Services

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Emergency Services uses Stryker Corporation for the purchase of stretchers and other equipment for EMS services. This agreement is to provide annual maintenance on this essential equipment. Annual Maintenance will not exceed \$46,787.00.

Board of Commissioners authorize the County Manager to approve an annual maintenance agreement with Stryker Corporation not to exceed \$46,787.00.

ATTACHMENTS:

Description	Upload Date	Type
Stryker Quote	9/26/2022	Cover Memo

Sales Rep Name: Shannon Cook
ProCare Service Rep: Kevin Hazen

3800 E. Centre Ave
Portage, MI 49009

Date: 9/26/2022
ID #: 220926154029

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1073688

Name: TJ Brown

Shipping Acct Num: 1073688

Title: Chief

Account Name Rowan County EMS

Phone: (704) 216-8918

Account Address 2727 Old Concord Rd Ste E

Email: tj.brown@rowancountync.gov

City, State Zip Salisbury, NC 28146

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6252	Stair Chair	EMS Prevent NB	17	1		\$4,301.00
2	6506	Power Cots	EMS Prevent	16	1		\$22,560.00
3	6082	Manual Cots	EMS Prevent NB	2	1		\$1,406.00
4	6390	Power-LOAD	EMS Prevent	10	1		\$18,520.00

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total \$46,787.00

FINAL TOTAL \$46,787.00

Start Date: 10/15/2022

End Date: 10/14/2023

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6252	2006010000211	EMS Prevent NB
2	6252	2006010000210	EMS Prevent NB
3	6252	1809010000335	EMS Prevent NB
4	6252	1809010000334	EMS Prevent NB
5	6252	141239960	EMS Prevent NB
6	6252	130739585	EMS Prevent NB
7	6252	161039790	EMS Prevent NB
8	6252	161039791	EMS Prevent NB
9	6252	151040808	EMS Prevent NB
10	6252	161039789	EMS Prevent NB
11	6252	151040807	EMS Prevent NB
12	6252	150341590	EMS Prevent NB
13	6252	150341591	EMS Prevent NB
14	6252	131041341	EMS Prevent NB
15	6252	131041340	EMS Prevent NB
16	6252	130739586	EMS Prevent NB
17	6252	130739584	EMS Prevent NB
18	6506	161141226	EMS Prevent
19	6506	180239665	EMS Prevent
20	6506	2005003500504	EMS Prevent
21	6506	180840780	EMS Prevent
22	6506	180840781	EMS Prevent
23	6506	151240198	EMS Prevent
24	6506	2005003500505	EMS Prevent
25	6506	161141227	EMS Prevent
26	6506	161141225	EMS Prevent
27	6506	151240199	EMS Prevent
28	6506	180239666	EMS Prevent
29	6506	130839702	EMS Prevent
30	6506	150340267	EMS Prevent
31	6506	130240117	EMS Prevent
32	6506	150340268	EMS Prevent
33	6506	131040082	EMS Prevent
34	6082	120140407	EMS Prevent NB
35	6082	120140406	EMS Prevent NB
36	6390	2018012400974	EMS Prevent
37	6390	2018012400978	EMS Prevent
38	6390	2003012400324	EMS Prevent
39	6390	2003012400326	EMS Prevent
40	6390	151241648	EMS Prevent
41	6390	161141029	EMS Prevent
42	6390	161141030	EMS Prevent
43	6390	161141031	EMS Prevent
44	6390	180241442	EMS Prevent
45	6390	180241441	EMS Prevent

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 220926154029

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #	
Billing Account Num	1073688		
Company Name			
Contact or Department			
Street Address			
Add'l Address Line			
City, ST ZIP			
Phone			

SHIP TO		CUSTOMER #	
Shipping Account Num	1073688		
Company Name	Rowan County EMS		
Contact or Department	TJ Brown		
Street Address	2727 Old Concord Rd Ste E		
Add'l Address Line			
City, ST ZIP	Salisbury, NC 28146		
Phone	(704) 216-8918		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 220926154029

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

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, Finance Director
DATE: 10/3/2022
SUBJECT: Financing for Radios

Rowan County Finance is working with Emergency Services to complete the purchase of Radios for multiple areas across the County. As part of this the Finance Director has contracted with First Tryon Advisors to prepare the debt package bid document and provide oversight throughout the bidding process for the financing of the radios.

The bids will go to bid week of September 26, 2022 and return around October 12, 2022, at which time proposals will be opened and results shared with the Board for approval at the October 17, 2022 board meeting.

Board of Commissions to authorize Finance Director to accept bids for financing of radios and bring recommendation to the board for approval on October 17, 2022.

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: Kelly Natoli, Assistant County Manager/HR Director
DATE: 09-27-22
SUBJECT: Reclassification of Temporary Positions in DSS

Attached please find a request from Micah Ennis, Director of Social Services to reclassify "temporary" positions to "part-time". There are no additional funds needed for this request.

Approve the attached proposal from Micah Ennis, Director of Social Services.

ATTACHMENTS:

Description	Upload Date	Type
Part - Time Request from DSS	9/27/2022	Backup Material

DATE: 8/30/2022

TO: Kelly Natoli

FROM: Micah Ennis

RE: Part Time Position Proposal

ASSESSMENT/CURRENT SITUATION

- There are currently ten (10) positions (position number 160899) that are temporary, part-time positions staffed through private agencies. These agencies are expensive, almost \$10 more per hour.
- These private agencies also have stipulations that prevent us from hiring individuals for permanent employment until we have met a contractual minimum amount of time OR paid the contract out in full for that individual.
- There may be occasions in the future when it would be advantageous to use such staffing agencies; however, at this time it appears more fruitful to hire our own part-time employees to support the work of the Department.
- Because current positions are classified as “temporary,” potential candidates seem hesitant to apply for temporary positions.
- Current positions are classified entirely for temporary Income Maintenance Caseworker I, and the Department has the need to expand capacity in social work areas.
- Employees have left social work positions in the Department because there were not part-time options available.
- The current positions have been underutilized in the last few years.
- The Department has lapsed salary and other funds that can be used to fund reclassifications of four of the 10 temporary part time positions.

REQUEST

- Approve reclassification of all temporary positions (position number 160899) as “part time.” These remain temporary by definition; however, the hope is that we will attract more potential candidates with the new classification.
- Approve the reclassification of 2 Income Maintenance Caseworker I positions: 2 as Part-Time Child Protective Services Social Workers and 2 as Part-Time Social Worker III (both child welfare and adult services), leaving 5 Income Maintenance Caseworker I positions as 1 of the positions is absorbed in funding the others.
- The funding of these positions is year to year, as it has been in the previous years.
- Approve the Budget Amendment associated with funding these positions for the remainder of FY2023.

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: Kelly Natoli, Assistant County Manager/HR Director
DATE: 09-27-22
SUBJECT: Request to Advertise Position of Tax Collector

This request is to advertise the position of Tax Collector (internally only) effective immediately. This position is anticipated to be filled effective January 1, 2023.

Approve the request to begin advertising for the position of Tax Collector.

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: September 27, 2022
SUBJECT: Request to Execute Grant Documents - Hexagon Agility Project

Rowan County was awarded a \$500,000 Rural Building Reuse Grant by the State of North Carolina in support of the expansion of Hexagon Agility (formerly Agility Fuel Solutions) at their facility in the Summit Corporate Center.

The Rowan EDC requests that the Board of Commissioners formally approve the attached Rural Building Reuse Grant contract documents, authorize their execution by the Chairman and submittal to the North Carolina Department of Commerce.

ATTACHMENTS:

Description	Upload Date	Type
Building Reuse Grant Contract Documents	9/27/2022	Exhibit



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

October 4, 2021

Mr. Greg Edds
Chairman, Board of County Commissioners
Rowan County
130 W. Innes Street
Salisbury, NC 28144

Re: Contract Agreement for Grant Number 2021-071-3201-2587; Your Signature and Reply is Requested
Project Title: "Agility Fuel Solutions, LLC/Project ACDC"

Dear Chairman Edds:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at nichole.gross@nccommerce.com.

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Rowan County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **AFS Salisbury LLC, a Delaware limited liability co** (the “Owner”) owns certain real property located at:
1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/17/2021** ("Effective Date") and shall terminate on **6/17/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the

Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit

shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in

connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan

funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Greg Edds**
Chairman, Board of County Commissioners
Rowan County
130 W. Innes Street
Salisbury, NC 28144

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the

Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Rowan County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 10/4/2021

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the renovation of a building located at 1010 Corporate Center Drive in Salisbury. The building was constructed in 2015. Agility Fuel Solutions, LLC is a manufacturer of compressed natural gas fuel systems for trucking, transit and refuse vehicles. The company plans to add 113,000 SF to their existing property.

**EXHIBIT B
PAYMENT SCHEDULE****Eligible Expenditures:**

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>. Email completed forms and reports to rgpreports@nccommerce.com.

Rowan County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **AFS Salisbury LLC, a Delaware limited liability co** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$500,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **183** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **75** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/17/2021** (“Effective Date”) and shall terminate **6/17/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$6,666.66 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Office of the County Attorney
130 West Innes Street
Salisbury, NC 28144

To the Owner:

Attn: Legal Department
3335 Susan St., Suite 100
Costa Mesa, CA 92626

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: AFS Salisbury LLC

Signature:  _____ [SEAL]

Printed Name: Kurt Nielsen

Title: Senior Vice President, Global Operations

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-071-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Rowan County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$500,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: June 15, 20 22

If by Entity: AFS Salisbury LLC

Signature:  _____ [SEAL]

Printed Name: Kurt Nielsen

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G
2021-071-3201-2587

Name of Taxpayer AFS Salisbury LLC

Address: 3335 Susan St., Suite 100

City: Costa Mesa State: CA Zip: 92626 Phone: 704-870-3520

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Rowan County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.



Signature Chief Financial Officer or Other Authorized Company Official

Andrew Griffiths

Print Name

Executive Vice President & Chief Financial Officer

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **AFS Salisbury LLC, a Delaware limited liability co**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☒ The Governmental Unit will secure the funds with a Deed of Trust listing **Rowan County** as the beneficiary in the amount of **\$500,000.00**.

- ☐ **Rowan County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$500,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Rowan County</u>
By (Signature):	
Printed Name:	
Title:	
Date:	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Allen Cress
DATE: 9/27/2022
SUBJECT: Fireworks Display; Emmanuel Baptist Church

Fireworks Display

ATTACHMENTS:

Description	Upload Date	Type
Emmanuel Baptist Church Fireworks	9/27/2022	Cover Memo
Memo to BOC	9/27/2022	Cover Memo

Shell Listing
Emmanuel Baptist Church
Salisbury, NC
October 22, 2022

Shell Description

Quantity of Shells



Three Inch Assorted Shells
Four Inch Assorted Shells

342
66

NO STORAGE REQUIRED

Fireworks **will not** be stored onsite. All fireworks will be delivered on the day of the display on a Zambelli Co. truck.

PROCEDURES FOR FAILURES

In the event that a shell fails to ignite or malfunctions we will follow the NFPA 1123 "Post Display Operations", specifically 9.5.2.1 – Unfired shells shall be permitted to either be 1) fired in accordance with the code or 2) packaged and returned to the supplier in compliance with all applicable regulations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com												
INSURED Zambelli Fireworks Mfg. Co. 120 Marshall Dr. Warrendale PA 15086	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: JAMES RIVER INS CO</td><td>NAIC # 12203</td></tr><tr><td>INSURER B: Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C: Axis Surplus Lines Insurance Co.</td><td>26620</td></tr><tr><td>INSURER D: Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: JAMES RIVER INS CO	NAIC # 12203	INSURER B: Everest Denali Insurance Company	16044	INSURER C: Axis Surplus Lines Insurance Co.	26620	INSURER D: Arch Speciality Ins Co	21199	INSURER E:		INSURER F:	
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INSURER D: Arch Speciality Ins Co	21199												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 746497289**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		00127051-0	2/1/2022	2/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00277-221	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		P-001-000791202-01	2/1/2022	2/1/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2		UXP1048057-00	2/1/2022	2/1/2023	Each Occ/Aggregate \$5,000,000 Total Combined Excess \$9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: October 22, 2022

Location: Field behind 2300 Bringle Ferry Road, Salisbury, NC 28146

Additional Insureds: Emmanuel Baptist Church; Rowan County Board of Commissioners; Rowan County; State of North Carolina.

CERTIFICATE HOLDER**CANCELLATION**Emmanuel Baptist Church
2300 Bringle Ferry Road
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

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PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Dina Daniele PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-525-0236 E-MAIL ADDRESS: DANIELE_UNIT@grahamco.com
INSURED Zambelli Fireworks Manufacturing Co. 120 Marshall Drive Warrendale PA 15086	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: PinnaclePoint Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19801 15137

COVERAGES

CERTIFICATE NUMBER: 975898692

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC928838697544 WCP7001893	2/1/2022 2/1/2022	2/1/2023 2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project#/ Reference: C# 519222

Display Date: October 22, 2022

Display Location: 2300 Bringle Ferry Road, Salisbury, NC 28146

CERTIFICATE HOLDER**CANCELLATION**Emmanuel Baptist Church
2300 Bringle Ferry Road
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

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Emmanuel Baptist Church

October 29, 2022

400 Foot Radius exceeds requirements set forth in NFPA 1123 for 4 inch shells.

Legend

- 2300 Bringle Ferry Rd
- Emmanuel Baptist Church





Changes in NCDOI Operator(s) and Assistant(s)

Should the assigned NCDOI Operator(s) and/or Assistant Operator(s) become unavailable for a display due to illness, work schedule, emergency, etc...Zambelli will assign an equally qualified NCDOI Operator(s) and/or Assistant Operator(s) who will carry with them evidence of their current licensing as provided by the NCDOI and will present such license to the AHJ upon request. Zambelli will also endeavor to notify all parties in the event any changes need to be made.

Holder's Full Name: John Douglas Horton

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****8876



License Number: 1035

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 05/03/2025

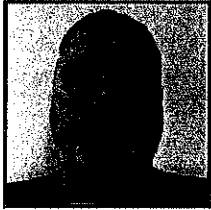
Holder's Full Name: Jon Karlton Lowdermilk

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****3212



License Number: 1042

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 05/23/2025

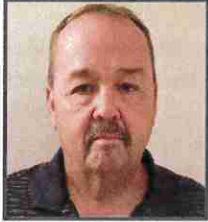
Holder's Full Name: Gregory Allan Gettys

Business Name: Zambelli Fireworks

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****6734



License Number: 1017

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 05/02/2025

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 03/25/2019

1 Identification

• **Product identifier** Fireworks, Division 1.3 Explosive

• **Trade name:**
Fireworks, Display

• **Product code:**

Fireworks, 1.3G UN0335

• **Recommended use and restriction on use**

• **Recommended use:** Explosive product for professional use for entertainment and technical purposes

• **Restrictions on use:** Contact manufacturer/supplier

• **Details of the supplier of the Safety Data Sheet**

• **Manufacturer/Supplier:**

Zambelli Fireworks Mfg.
120 Marshall Drive
Warrendale, PA 15086

Phone: 724-658-6611

Fax: 724-658-8318

• **Emergency telephone number:**

ChemTel Inc.

(800)255-3924, +1 (813)248-0585

2 Hazard(s) identification

• **Classification of the substance or mixture**

Expl. 1.3 H203 Explosive; fire, blast or projection hazard.

• **Label elements**

• **GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

• **Hazard pictograms:**



GHS01

• **Signal word:** Danger

• **Hazard statements:**

H203 Explosive; fire, blast or projection hazard.

• **Precautionary statements:**

P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.

P250 Do not subject to grinding/shock/friction.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P373 DO NOT fight fire when fire reaches explosives.

P370+P380 In case of fire: Evacuate area.

P372 Explosion risk in case of fire.

(Cont'd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

P401 Store in accordance with local/regional/national/international regulations. (Cont'd. of page 1)
 P501 Dispose of contents/container in accordance with local/regional/national/international regulations.

• **Other hazards** There are no other hazards not otherwise classified that have been identified.

• **Explosive Product Notice**

PREVENTION OF ACCIDENTS IN THE USE OF EXPLOSIVES - The prevention of accidents in the use of explosives is a result of careful planning and observance of the best known practices. The explosives user must remember that he is dealing with a powerful force and that various devices and methods have been developed to assist him in directing this force. He should realize that this force, if misdirected, may either kill or injure both him and his fellow workers.

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state, and local laws, regulations, or ordinances. If you have any questions or doubts as to how to use any explosive product, DO NOT USE IT before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

3 Composition/information on ingredients

• **Chemical characterization:** Mixtures

• **Components:**

Components for product possessing only physical hazards do not require reporting. These components are considered proprietary.

4 First-aid measures

• **Description of first aid measures**

• **General information:**

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

• **After inhalation:** Supply fresh air; consult doctor in case of complaints.

• **After skin contact:**

Wash with soap and water.

In case of minor burns, flush with cool water.

If skin irritation is experienced, consult a doctor.

• **After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

• **After swallowing:**

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

(Cont'd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

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Trade name: Fireworks, Display

(Cont'd. of page 2)

- **Most important symptoms and effects, both acute and delayed:**
Blast injury if mishandled.
Thermal burns, if mishandled.
- **Danger:** Danger of blast or crush-type injuries.
- **Indication of any immediate medical attention and special treatment needed:**
Product may produce physical injury if mishandled. Treatment of these injuries should be based on the clinical presentation.

5 Fire-fighting measures

- **Extinguishing media**
- **Suitable extinguishing agents:**
DO NOT fight fire when fire reaches explosives.
Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.
- **For safety reasons unsuitable extinguishing agents:** None.
- **Special hazards arising from the substance or mixture**
Explosive; fire, blast or projection hazard.
During heating or in case of fire poisonous gases are produced.
- **Advice for firefighters**
- **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.
- **Additional information:**
Eliminate all ignition sources if safe to do so.
In case of fire: Evacuate area. Fight fire remotely due to the risk of explosion.
Cool endangered receptacles with water spray.
Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions. Individual devices will randomly explode. Mass explosion of multiple devices is possible under certain conditions. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2012 Emergency response Guidebook for further information.

6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures**
Wear protective equipment. Keep unprotected persons away.
Remove persons from danger area.
Ensure adequate ventilation.
Isolate area and prevent access.
- **Environmental precautions**
Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.
- **Methods and material for containment and cleaning up**
Pick up mechanically.

(Cont'd. on page 4)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 3)

Send for recovery or disposal in suitable receptacles.

Reference to other sections

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

7 Handling and storage

Handling**Precautions for safe handling:**

Handle with care. Avoid jolting, friction and impact.

Restrict the quantity stored at the work place.

Keep out of reach of children.

Information about protection against explosions and fires:

In case of fire: Evacuate area.

Explosion risk in case of fire.

Keep away from sparks and open flames. - No smoking.

Emergency cooling must be available in case of nearby fire.

Conditions for safe storage, including any incompatibilities**Storage****Requirements to be met by storerooms and receptacles:**

Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:

Store in accordance with local/regional/national/international regulations.

Store away from foodstuffs.

Store away from flammable substances.

Further information about storage conditions:

Store in cool, dry conditions in well sealed receptacles.

Store locked up.

Specific end use(s) No relevant information available.

8 Exposure controls/personal protection

Control parameters**Components with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

Exposure controls**Personal protective equipment:****General protective and hygienic measures:**

The usual precautionary measures for handling chemicals should be followed.

Keep away from foodstuffs, beverages and feed.

Wash hands before breaks and at the end of work.

Engineering controls: Provide adequate ventilation.

(Cont'd. on page 5)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 4)

- **Breathing equipment:** Not required under normal conditions of use.
- **Protection of hands:** When needed, wear gloves for protection against mechanical hazards.
- **Eye protection:**



Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.

- **Body protection:** When needed, wear protective clothing for protection against mechanical hazards.
- **Limitation and supervision of exposure into the environment**
No relevant information available.
- **Risk management measures**

Organizational measures should be in place for all activities involving this product.

9 Physical and chemical properties

· Information on basic physical and chemical properties

· Appearance:

- | | |
|-----------------|--|
| Form: | Outer shell containing powder, granular, or solid materials. |
| Color: | According to product specification |
| Odor: | Odorless |
| Odor threshold: | Not determined. |

- | | |
|------------------------------|-----------------|
| pH-value: | Not applicable. |
| Melting point/Melting range: | Not determined. |
| Boiling point/Boiling range: | Not determined. |

- | | |
|--------------|-----------------|
| Flash point: | Not applicable. |
|--------------|-----------------|

- | | |
|--------------------------------|----------------------------|
| Flammability (solid, gaseous): | Fire or projection hazard. |
|--------------------------------|----------------------------|

- | | |
|----------------------------|-----------------|
| Auto-ignition temperature: | Not determined. |
|----------------------------|-----------------|

- | | |
|----------------------------|-----------------|
| Decomposition temperature: | Not determined. |
|----------------------------|-----------------|

- | | |
|----------------------|---------------------------------|
| Danger of explosion: | Heating may cause an explosion. |
|----------------------|---------------------------------|

· Explosion limits

- | | |
|--------|-----------------|
| Lower: | Not determined. |
| Upper: | Not determined. |

- | | |
|-----------------|-----------------|
| Vapor pressure: | Not applicable. |
|-----------------|-----------------|

- | | |
|-------------------|-----------------|
| Density: | Not determined. |
| Relative density: | Not determined. |
| Vapor density: | Not applicable. |
| Evaporation rate: | Not applicable. |

(Cont'd. on page 6)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 5)

- | | |
|---|------------------------------------|
| · Solubility in / Miscibility with Water: | Insoluble. |
| · Partition coefficient (n-octanol/water): | Not determined. |
| · Viscosity | |
| Dynamic: | Not applicable. |
| Kinematic: | Not applicable. |
| · Other information | No relevant information available. |

10 Stability and reactivity

- **Reactivity:** No relevant information available.
- **Chemical stability:**
- **Thermal decomposition / conditions to be avoided:** Risk of explosion if heated under confinement.
- **Possibility of hazardous reactions**
Explosive; fire, blast or projection hazard.
Toxic fumes may be released if heated above the decomposition point.
Reacts with strong acids and alkali.
- **Conditions to avoid**
Excessive heat.
Sources of ignition: sparks, open flame, incompatible materials
- **Incompatible materials** Oxidizers, strong bases, strong acids
- **Hazardous decomposition products**
Carbon monoxide and carbon dioxide
Nitrogen oxides
Sulfur oxides (SOx)

11 Toxicological information

- **Information on toxicological effects**
- **Acute toxicity:**
- **LD/LC50 values that are relevant for classification:** None.
- **Primary irritant effect:**
- **On the skin:**
Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.
- **On the eye:**
Not an eye irritant in unused form. Vapors/particles from used product are possibly irritating to eyes.
- **Sensitization:** Based on available data, the classification criteria are not met.
- **Carcinogenic categories**
- **IARC (International Agency for Research on Cancer):**
None of the ingredients are listed.

(Cont'd. on page 7)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

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Trade name: Fireworks, Display

(Cont'd. of page 6)

• **NTP (National Toxicology Program):**

None of the ingredients are listed.

• **OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

• **Probable route(s) of exposure:**

Skin contact.

Eye contact.

Inhalation.

• **Acute effects (acute toxicity, irritation and corrosivity):**

Danger of blast or crush-type injuries.

Risk of thermal burns.

• **Repeated dose toxicity:** From product as supplied: None.

• **CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)**

• **Germ cell mutagenicity:** Based on available data, the classification criteria are not met.

• **Carcinogenicity:** Based on available data, the classification criteria are not met.

• **Reproductive toxicity:** Based on available data, the classification criteria are not met.

• **STOT-single exposure:** Based on available data, the classification criteria are not met.

• **STOT-repeated exposure:** Based on available data, the classification criteria are not met.

• **Aspiration hazard:** Based on available data, the classification criteria are not met.

12 Ecological information

• **Toxicity**

• **Aquatic toxicity** No relevant information available.

• **Persistence and degradability** No relevant information available.

• **Bioaccumulative potential:** May be accumulated in organism

• **Mobility in soil:** No relevant information available.

• **Other adverse effects** No relevant information available.

13 Disposal considerations

• **Waste treatment methods**

• **Recommendation:**

Must not be disposed of together with household garbage. Do not allow product to reach sewage system. Incinerate in accordance with local, state and federal regulations.

The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.

(Cont'd. on page 8)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 7)

- Uncleaned packagings
- Recommendation: Disposal must be made according to official regulations.

14 Transport information

· UN-Number
 · DOT, ADR, IMDG
 · IATA

UN0335
FORBIDDEN

· UN proper shipping name
 · DOT, ADR, IMDG
 · IATA

Fireworks
FORBIDDEN

· Transport hazard class(es)

· DOT



· Class
 · Label

1.3
1.3G

· ADR



· Class
 · Label

1.3
1.3G

· IMDG



· Class
 · Label

1.1
1.3G

· IATA
 · Class

FORBIDDEN

· Packing group
 · DOT

II

· Environmental hazards
 · Marine pollutant:

No

· Special precautions for user

Not applicable.

(Cont'd. on page 9)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 8)

- | | |
|---|-----------------|
| · EMS Number: | F-S,B-X |
| · Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code | Not applicable. |

15 Regulatory information

- Safety, health and environmental regulations/legislation specific for the substance or mixture
- United States (USA)
- SARA

· Section 302 (extremely hazardous substances):

None of the ingredients are listed.

· Section 304 (emergency release notification):

None of the ingredients are listed.

· Section 355 (extremely hazardous substances):

None of the ingredients are listed.

· Section 313 (Specific toxic chemical listings):

Contact manufacturer.

· TSCA (Toxic Substances Control Act)

All ingredients are listed.

· Proposition 65 (California)

· Chemicals known to cause cancer:

Contact manufacturer.

· Chemicals known to cause reproductive toxicity for females:

Contact manufacturer.

· Chemicals known to cause reproductive toxicity for males:

Contact manufacturer.

· Chemicals known to cause developmental toxicity:
--

Contact manufacturer.

· Carcinogenic categories

· EPA (Environmental Protection Agency):
--

None of the ingredients are listed.

· IARC (International Agency for Research on Cancer):

Contact manufacturer.

(Cont'd. on page 10)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name: Fireworks, Display

(Cont'd. of page 9)

· **NIOSH-Ca (National Institute for Occupational Safety and Health):**
Contact manufacturer.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Date of preparation / last revision** 01/06/2017 / -

· **Abbreviations and acronyms:**

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road
IMDG: International Maritime Code for Dangerous Goods
DOT: US Department of Transportation
IATA: International Air Transport Association
CAS: Chemical Abstracts Service (division of the American Chemical Society)
LC50: Lethal concentration, 50 percent
LD50: Lethal dose, 50 percent
NIOSH: National Institute for Occupational Safety
OSHA: Occupational Safety & Health
TLV: Threshold Limit Value
PEL: Permissible Exposure Limit
REL: Recommended Exposure Limit
LDLo: Lowest Lethal Dose Observed
Expl. 1.3: Explosives – Division 1.3

· **Sources**

Website, European Chemicals Agency (echa.europa.eu)
Website, US EPA Substance Registry Services (ofmpub.epa.gov/sor internet/registry/substreg/home/overview/home.do)
Website, Chemical Abstracts Registry, American Chemical Society (www.cas.org)
Patty's Industrial Hygiene, 6th ed., Rose, Vernon, ed. ISBN: 978-0-470-07488-6
Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed., Klaasen, Curtis D., ed., ISBN: 978-0-07-176923-5.
Safety Data Sheets, Individual Manufacturers

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573

Website: www.chemtelinc.com

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **8-PA-003-20-4B-02043**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **February 1, 2024**

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**120 MARSHALL DRIVE
WARRENDALE, PA 15086-**

Type of License or Permit

20-MANUFACTURER OF HIGH EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS INTERNATIONALE
120 MARSHALL DRIVE
WARRENDALE, PA 15086-**

Ralph E. McFarland
Licensee/Permittee Responsible Person Signature

Manager
Position/Title

Ralph E. McFarland
Printed Name

2-15-2022
Date

Previous Edition is Obsolete

ZAMBELLI FIREWORKS MANUFACTURING CO:120 MARSHALL DRIVE:15086-3-PA-003-20-4B-02043-February 1, 2024:20-MANUFACTURER OF HIGH EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ZAMBELLI FIREWORKS MANUFACTURING CO**

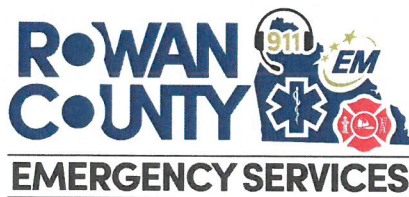
Business Name: **ZAMBELLI FIREWORKS INTERNATIONALE**

License/Permit Number: **8-PA-003-20-4B-02043**

License/Permit Type: **20-MANUFACTURER OF HIGH EXPLOSIVES**

Expiration: **February 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

To: Rowan County Board of Commissioners

From: Deborah Horne: Fire Division Chief

Date: September 21, 2022

Ref: Use of pyrotechnics for fireworks display at Emmanuel Baptist Church

North Carolina General Statute 14-413 empowers County Commissioners in North Carolina to authorize the use of pyrotechnics for the purpose of conducting fireworks displays.

Emmanuel Baptist Church and Zambelli Fireworks Mfg. Co. have submitted the proper paperwork for a fireworks display on October 22, 2022.

I have reviewed the paperwork and it meets all the requirements of the above-mentioned statutes as well as the requirements of NFPA 1123 which provides requirements for safe pyrotechnic shows.

I ask that you consider adding this item to the next agenda

Sincerely,

Deborah K. Horne
Fire Division Chief

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, Finance Director and Valerie Steele, Airport Director
DATE: 10/3/2022
SUBJECT: Airport Parking Lot Change Order

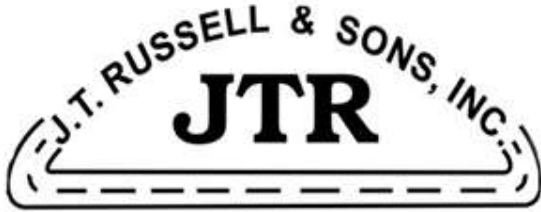
Mid-Carolina Airport awarded a contract to JT Russell & Sons for the construction of a parking lot near the Food Lion Hanger. These bids were opened June 29, 2022. The original contract was for \$78,7450. As the project is nearing completion a change order needs to be approved. Addition dirt and asphalt were needed along with an extension of a drain. This change order is for \$11,849.25 bringing the total cost to \$90,299.25.

Attached is the change order from JT Russell & Sons.

Board of Commissioners to authorize the County Manager to approve a change order with JT Russell & Sons for \$11,849.25 for the airport parking lot bring the total cost not to exceed \$90,299.25.

ATTACHMENTS:

Description	Upload Date	Type
change order	9/27/2022	Backup Material



221 Snuggs Street Albemarle, NC 28001
Phone: (704) 982-2225 • Fax: (704) 986-2270

www.jtrussellandsons.com

NC License # 2767

To: Rowan County Airport Address: 3670 Airport Loop Rd Salisbury, NC 28147	Contact: Phone: Fax:
Project Name: Rowan County Parking Lot Construction Change Order Project Location:	Bid Number: 2022-037 Bid Date: 6/29/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
30	EXCAVATION	46.00	CY	\$185.00	\$8,510.00
50	SURFACE COURSE	9.00	TON	\$190.00	\$1,710.00
90	ROOF DRAIN FROM HANGAR	1.00	LS	\$1,629.25	\$1,629.25

Total Bid Price: \$11,849.25

Payment Terms:

Payment due within 7 days after payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

JT Russell - Albemarle

Authorized Signature: _____

Estimator: Greg Tucker
(704) 982-2225 gtucker@jtrussellandsons.com

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: September 27, 2022
SUBJECT: Fee Proposal for Health Department Advanced Planning Phase at West End Plaza

Authorize County Manager to execute an agreement between Rowan County and ADW Architects for the Rowan County Health Department Advanced Planning Phase. Upon approval of the attached agreement, the Board is also asked to place a hold on any requests for leasing space at West End Plaza until the renovations are completed for the new Ag Center, Events Center, Health Department and other possible county departmental moves.

ATTACHMENTS:

Description	Upload Date	Type
Fee Proposal	9/27/2022	Cover Memo

September 20, 2022

Aaron Church
Rowan County – County Manager
130 West Innes Street
Salisbury, NC 28144

Re: **West End Plaza – Rowan County Health Department
Advanced Planning Phase**
ADW Project No. #22047

Dear Aaron:

ADW Architects is pleased to submit this proposal for services related to the Advanced Planning Phase for the Rowan County Health Department at the West End Plaza facility. Materials to be referenced for these services includes the Space Needs Assessment and Conceptual Programming Floor Plan completed by ADW Architects in April 2022 and hard copies of the original building floor plans of the Mall provided by the County.

Our professional consultants would be as follows;

MEP, FP Consultant	S.E. Collins Consulting Engineers 1817 E. Innes St. – Suite 201 Salisbury, NC 28146
--------------------	---

Professional Cost Estimator	R.M. Rutherford & Associates 3328 Mill Pond Road Charlotte, NC 28226
-----------------------------	--

ADW's scope of services include:

Task 1) Existing Conditions Survey

- Include up to two (2) site visits to visually review and photograph the existing conditions of where the Health Department will be located in West End Plaza and make red line notes on hard copies of old drawings recording our observations. This process is for conceptual purposes only and not intended to procure precise measurements and data.

Task 2) Programming Update

- Attend up to two (2) meetings with County Stakeholders (Committee) to review the current Space Needs Assessment we did in April 2022.
- Discuss and analyze the adjacencies and locations of each proposed use.
- Make revisions as needed based on feedback.
- Present the final program to the Stakeholders.

Task 3) Conceptual Improvements Design

- Consult and advise on the proper Mechanical, Electrical and Plumbing systems recommended for each use.
- Identify the parking needs and open space needs.
- Provide a conceptual Site Plan, Floor Plan, and Exterior Renderings that begin to illustrate the concepts for the Health Department. These concepts will be used for up to two (2) meetings with the County Manager, Commissioners and Stakeholder Committee to solicit feedback and direction of the conceptual Health Department design.

Task 4) Preliminary Cost Estimate/Budget/Project Scope Reconciliation

- ADW Architects will contract with a professional cost estimator to provide a preliminary estimate of construction cost for the project.
- ADW Architects will also provide an estimate of soft costs (costs not included in construction contract) and include it with the construction cost to provide the county with an overall estimate of project development costs.
- After completing a draft estimate, the design team will work with the county to complete the budget/project scope reconciliation.

Task 5) Documentation and Presentation

- Based on the discussions and feedback from the Advanced Planning Design phase, ADW shall develop a final document of the West End Plaza Health Department. The Plan will include a conceptual floor plan, exterior renderings and a site plan.
- We shall include the final written program for the Health Department.
- We shall include the building systems recommendations from our MEP Engineer.
- We shall include an itemized Estimate of Construction Cost for the renovations of the Health Department.
- ADW shall make up to two (2) presentations to Stakeholders and County Commission.
- Deliverables shall be hard copies and electronic format.

FEE FOR SERVICES

Task 1)	Existing Conditions Survey (Includes MEP Consultant Survey)	\$ 7,400
Task 2)	Programing Update	\$ 3,500
Task 3)	Conceptual Improvements Design	\$26,600
Task 4)	Professional Cost Estimator	\$ 1,800
Task 5)	Documentation and Presentations	\$ 6,500

TOTAL BASE FEE **\$45,800 plus reimbursable expense**

Reimbursable expenses shall include any travel, printing or delivery charges associated with these services. Reimbursable expenses are estimated at **\$1,000.**

(If we provide these services for the Advanced Planning Phase a credit will be given back to the County towards the next phase of the project)

Additional Services that are not included in scope of services

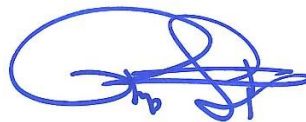
- Full Architectural and Engineering Services
- Full Structural and Civil/Site Engineering Consultants
- Site lighting Consultants
- Landscaping and paving Consultants
- Environmental Assessments
- Geotechnical Investigations and reporting
- Land Surveying and Documentation
- Digital Laser Scanning process to survey and document the Building's Existing Condition
- Comprehensive signage design
- Traffic Impact analysis
- Utility and infrastructure needs assessment.
- Analysis of Out Parcels
- Meetings other than what is listed under the above Phases of Service

If these terms meet your approval, we shall draft an AIA Document B101 – 2007 to be executed as an agreement between Rowan County and ADW Architects, p.a. Thank you for the opportunity to continue working with you.

Sincerely,
ADW Architects, p.a.



Robert J. Lauer, Jr. AIA
Managing Principal



Phillip Steele, Project Manager
Managing Principal

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:

DATE:

SUBJECT: Resolution Supporting Operation Green Light

ATTACHMENTS:

Description

Resolution

Upload Date

9/26/2022

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 704-216-8180 • FAX 704-216-8195

RESOLUTION SUPPORTING OPERATION **GREEN LIGHT FOR VETERANS**

WHEREAS, the residents of Rowan County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; *and*

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; *and*

WHEREAS, Rowan County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; *and*

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; *and*

WHEREAS, Approximately 200,000 service members transition to civilian communities annually and an estimated 20 percent increase of service members will transition to civilian life in the near future; *and*

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; *and*

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; *and*

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize **Operation Green Light for Veterans**; *and*

WHEREAS, the Rowan County Board of Commissioners appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be accorded to them.

Equal Opportunity Employer



recycled paper

NOW THEREFORE BE IT RESOLVED, the Rowan County Board of Commissioners, with designation as a **Green Light for Veterans County**, hereby declares the week of November 7th 2022, through November 13th 2022, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; *and*

BE IT FURTHER RESOLVED that in observance of **Operation Green Light**, the Rowan County Board of Commissioners encourages its citizens, in patriotic tradition, to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a **green light** in a window of their place of business or residence.

This the 3rd day of October, 2022.

Gregory C. Edds, Chairman

ATTEST:

Carolyn Barger, Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC
DATE: September 23, 2022
SUBJECT: Public Hearing & Summary Presentation - EDC 'Project Finishing'

The Rowan EDC will give a presentation regarding a revised incentive request for 'Project Finishing.'

'Project Finishing' is a manufacturer that is currently evaluating potential sites and buildings in the southeastern United States to relocate its business from the northeast. The company is considering a vacant facility in Rowan County for this relocation. If selected, 29 new jobs would be created over the next three years as part of this project. The company would also invest approximately \$6.85 million into the property through building renovations and installation of major equipment.

The company was awarded a Level 1 Incentive Grant in August. The company wants to forgo the grant and instead requests that the Board award them \$165,000 in a lump sum. The County's Economic Development Funds would be used for this award.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	9/23/2022	Cover Memo
Executive Summary	9/23/2022	Cover Memo

Be an original.

Date: September 23, 2022
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for Commissioners to consider revised incentive terms for 'Project Finishing'*

Dear Chairman Edds,

As you will recall, 'Project Finishing' is a manufacturer that is currently evaluating potential sites and buildings in the southeastern United States to relocate its business from the northeast. The company is considering a vacant facility in Rowan County for this relocation.

If our community were chosen, the company would create 29 new jobs over the next three years. The company would also invest approximately \$6.85 million into the property through building renovations and installation of major equipment. The Rowan EDC estimates that the company's investment would generate \$328,674 in gross revenue for the County over a ten-year span.

On August 1st, the Board of Commissioners approved a Level 1 Incentive Grant for 'Project Finishing.' The total value of this grant, which is based on 75% of the new taxes to be paid on the project, is estimated to be \$125,000. The grant is typically paid over five annual installments.

The company behind 'Project Finishing' had also requested an appropriation from the North Carolina General Assembly to help facilitate their potential relocation to North Carolina. The company was told that the funds would be included in the new state budget but unfortunately, there was a mix up and the funds were not allocated. These funds would have been given to Rowan County to disburse to the company in a lump sum.

Since receiving these funds in a lump sum payment is an essential component of their decision whether to relocate to North Carolina, the company behind 'Project Finishing' wants to forgo the originally approved Level 1 Incentive Grant and requests that the Board of Commissioners instead utilize its Economic Development Funds to award them \$165,000 in a single payment. This incentive would be structured as a loan that would be forgiven if job creation goals are met.

We respectfully ask that the Board of Commissioners consider approving this request. Attached for your reference is the executive summary for the project that was previously submitted to the Board. Please feel free to contact me if you have any questions and thank you for considering this matter.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

July 19, 2022



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED LOCATION OF PROJECT
FINISHING IN ROWAN COUNTY



Submitted by:
The Rowan EDC

July 19, 2022

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Location of Project Finishing in Rowan County

Dear Chairman Edds and County Commissioners:

On behalf of the Rowan EDC, please allow me to present to you this summary of the proposed location of Project Finishing 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 the 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 order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company representatives from Project Finishing, we would like to thank:

- Dylan Frick, Research Associate, McGuireWoods Consulting, LLC
- Melanie Underwood, Existing Industry Expansion Manager, Economic Development Partnership of NC
- David Hartigan, Principal, Hartigan Management

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. Model of County Revenue – 10-Year Horizon
5. Closing
6. Draft Incentive Agreement

1. Project Description

About The Company

The company behind Project Finishing is a manufacturer based in the northeastern United States. The company is well respected in its field and has been in business for decades.

The Proposed Project

The company is currently evaluating potential sites and buildings in the southeastern United States to relocate the business in order to be closer to its suppliers. The company is considering a vacant facility in Rowan County for this relocation.

If our community were chosen, the company would create 29 new jobs over the next three years. The company would also invest approximately \$6.85 million into the property through building renovations and installation of major equipment. The majority of these improvements would be completed by the end of 2023.

2. Regulatory Approval Process

There does not appear to be any regulatory barriers to this project moving forward. The company will work with City of Salisbury staff as well as the Rowan County Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

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 the County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a portion of the property tax will be returned as a grant. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be returned as a grant:

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

The company is requesting a Level 1 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the revenue impact of this potential project on the County we have projected revenue returns over a 10-year period. These projections are provided below in Section 4.

We respectfully ask that the Board of Commissioners consider approving their request based on the potential impact on our community from the project. A 'Draft' copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

The Rowan EDC is working with 'Project Finishing' to pursue a Building Reuse Grant through the State of North Carolina. This grant can help the company with needed electrical, HVAC and roof improvements.

The Salisbury City Council will hold a public hearing on August 16th to consider the submittal of a Building Reuse Grant application to the State on the company's behalf. The City Council will also consider its own Level 1 Grant for the project.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Finishing plans to complete the majority of renovations to the proposed building and new equipment installation by the end of 2022. Additional equipment installations would occur through 2026. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- \$4.2 million of building improvements and equipment installation occurs prior to December 31, 2022
- \$2.65 million of additional building improvements and equipment installation occurs prior to December 31, 2026
- The project is complete by December 31, 2026, with a total investment of \$6.85 million
- Depreciation for business personal property was estimated using the State of North Carolina's 2022 Depreciation Schedule A
- 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, the following outcomes are projected:

- During the five incentivized years, the County would collect \$166,676 in revenue and provide incentive grants totaling \$125,007. The County would retain \$41,669 of revenue during the incentive term.

- Modeled with a 10-year horizon, the County would stand to collect an estimated \$328,674, disburse a \$125,007 grant and retain an estimated \$203,667 of new revenue.

Project Finishing (Years 1-5):

Fiscal Year	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Calendar Year	2023	2024	2025	2026	2027
Real Property Investment	\$1,700,000	\$1,950,000	\$2,250,000	\$2,600,000	\$3,000,000
<i>Current Real Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Real Property Taxes	\$11,178	\$12,821	\$14,794	\$17,095	\$19,725
<i>Incentive Grant Rate</i>	75%	75%	75%	75%	75%
Incentive Grant	\$8,383	\$9,616	\$11,095	\$12,821	\$14,794
Net County Revenue	\$2,794	\$3,205	\$3,698	\$4,274	\$4,931
Personal Property - Machinery & Equipment	\$2,500,000	\$2,500,000	\$2,855,000	\$2,913,500	\$3,081,500
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
Personal Property Taxes*	\$16,438	\$16,438	\$18,772	\$19,156	\$20,261
<i>Incentive Grant Rate</i>	75%	75%	75%	75%	75%
Incentive Grant	\$12,328	\$12,328	\$14,079	\$14,367	\$15,196
Net County Revenue	\$4,109	\$4,109	\$4,693	\$4,789	\$5,065
Total Property Taxes (Real & Personal)	\$27,615	\$29,259	\$33,565	\$36,251	\$39,986
Total Incentive Grant (Real & Personal)	\$20,711	\$21,944	\$25,174	\$27,188	\$29,989
Total Net County Revenue (Real & Personal)	\$6,904	\$7,315	\$8,391	\$9,063	\$9,996

Project Finishing (Years 6-10):

Fiscal Year	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	10 Year Sum.
Calendar Year	2028	2029	2030	2031	2032	
Real Property Investment	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	
<i>Current Real Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Real Property Taxes	\$19,725	\$19,725	\$19,725	\$19,725	\$19,725	\$174,238
<i>Incentive Grant Rate</i>	0%	0%	0%	0%	0%	
Incentive Grant	\$0	\$0	\$0	\$0	\$0	\$56,709
Net County Revenue	\$19,725	\$19,725	\$19,725	\$19,725	\$19,725	\$117,528
Personal Property - Machinery & Equipment	\$2,712,000	\$2,333,000	\$1,890,000	\$1,440,500	\$1,263,000	
<i>Current Personal Property Tax Rate</i>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	
Personal Property Taxes*	\$17,831	\$15,339	\$12,427	\$9,471	\$8,304	\$154,437
<i>Incentive Grant Rate</i>	0%	0%	0%	0%	0%	
Incentive Grant	\$0	\$0	\$0	\$0	\$0	\$68,298
Net County Revenue	\$17,831	\$15,339	\$12,427	\$9,471	\$8,304	\$86,139
Total Property Taxes (Real & Personal)	\$37,556	\$35,064	\$32,152	\$29,196	\$28,029	\$328,674
Total Incentive Grant (Real & Personal)	\$0	\$0	\$0	\$0	\$0	\$125,007
Total Net County Revenue (Real & Personal)	\$37,556	\$35,064	\$32,152	\$29,196	\$28,029	\$203,667

5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Finishing would create a total of 29 new full-time jobs, as well as add \$6.85 million to the County's tax base. The project would also generate approximately \$203,667 of net tax revenue for the County over the next ten years.

On behalf of the Rowan EDC, 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. Draft Incentive Agreement

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: Pamela Ealey, Planning Technician
DATE: 9/23/22
SUBJECT: Public Hearing: Road Name Changes

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: September 21, 2022

CONDUCT PUBLIC HEARING

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on October 3, 2022, to consider and receive comment for the following road name requests:

All names have been validated and approved by Rowan County GIS and Emergency Services (911). Names marked with * are staff submitted, all other names are from property owners.

1. Currently Known As: N/A

Proposed Names: ***Veterinary Lane, Angler Way*, Mosquito Circle***

Location: 3 driveways located off Roy Miller Loop which connects to SR 2140 St. Matthews Church Rd in the 2000 block.

Property Owners: Margaret H. Lyster Revocable (Luther Lyster)

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: N/A

Proposed Name: ***Restful Way****

Location: located off Dutchmans Pt which connects to SR 2162, Scout Road in the 300 block

Property Owners: Holshouser Inc.

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

3. Currently Known As: **N/A**

Proposed Name: ***Relaxation Lane****

Location: located off Leisure Pt which connects to SR 1002, Bringle Ferry Road in the 9200 block

Property Owners: Holshouser Inc.

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

4. Currently Known As: **Kluttz Lake Road**

Proposed Name: ***Hawkins Holler Drive***

Location: located off SR 1505, Mount Hope Church Road in the 5200 block

Property Owners: Jennifer and Walter Hawkins

Reason for Change: drive was named by previous owner, Kluttz Lake Road, new homeowners wish to change it to the proposed name.

5. Currently Known As: **N/A**

Proposed Name: ***Willow Farm Lane***

Location: located off SR 1004, Stokes Ferry Rd in the 8900 block

Property Owners: Brian and Shaine Long

Reason for Change: there are two houses using this drive with a third address planned.

6. Currently Known As: **N/A**

Proposed Name: ***Old Ribelin Farm Road***

Location: located off SR 2131, Dunns Mountain Rd Road in the 1200 block

Property Owners: Thomas & Joy Lowe, Randall & Pamela Elum

Reason for Change: there are two houses using this drive with a third address planned.

7. Currently Known As: **N/A**

Proposed Name: ***Crappie Jig Lane****

Location: located off Pops River Rd which connects to SR 2140, St. Matthews Church Rd in the 2200 block.

Property Owners: Edith and Eugene Cauble

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

8. Currently Known As: **N/A**

Proposed Names: ***Church Bells Way, Omega Point***

Location: 2 drives located off Miller Cove Rd which connects to SR 2140, St. Matthews Church Rd in the 2300 block.

Property Owners: Paige and James Lyerly

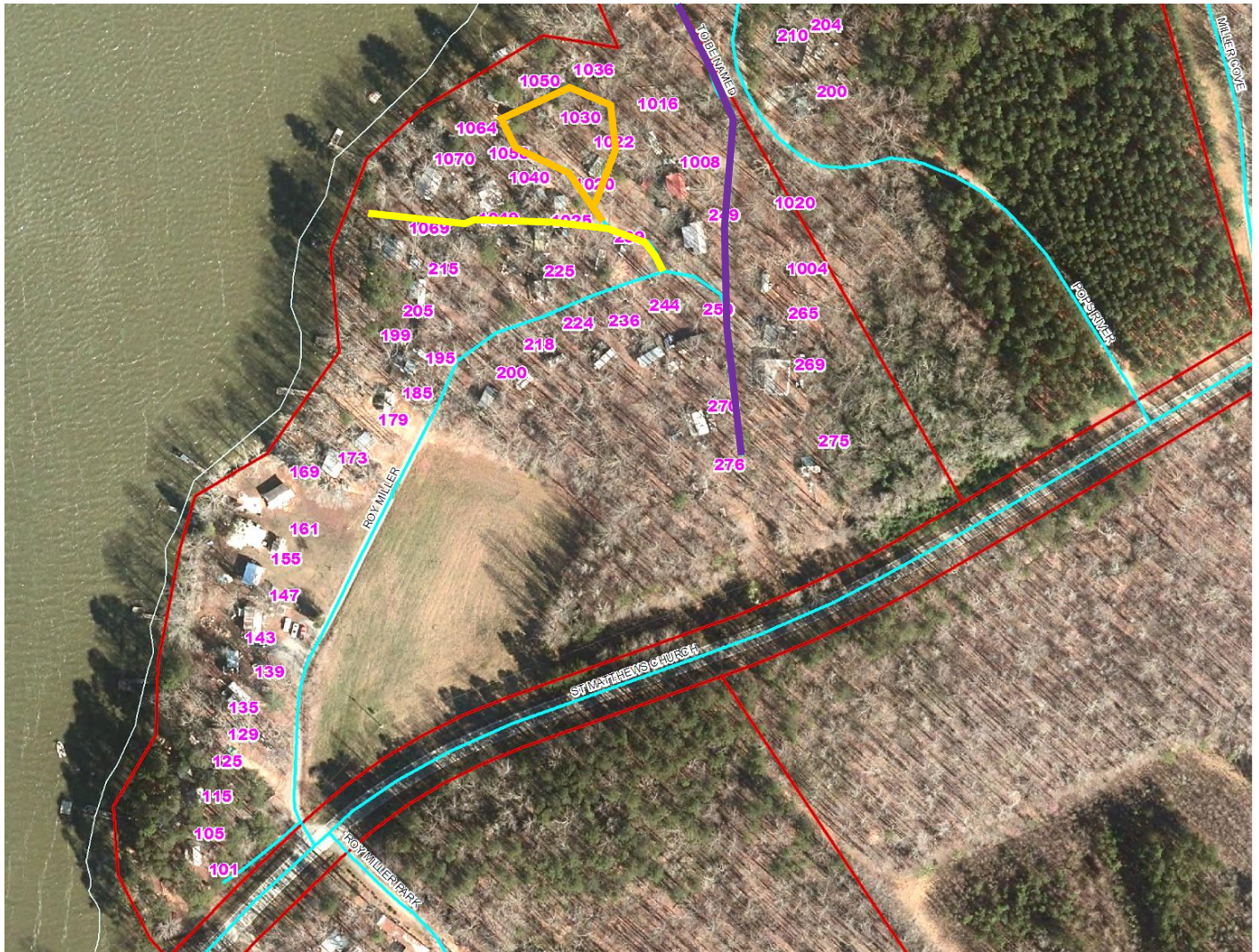
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Hold public hearing on road namings and approve petitions submitted.

ATTACHMENTS:

Description	Upload Date	Type
GIS Margaret Lyerly	9/23/2022	Cover Memo
Petitions.Margaret Lyerly Campground	9/23/2022	Cover Memo
GIS Holshouser Campground 502041	9/23/2022	Cover Memo

Petitions.Holshouser 502041	9/23/2022	Cover Memo
GIS Holshouser Campground 502042	9/23/2022	Cover Memo
Petitions.Holshouser 502042	9/23/2022	Cover Memo
GIS.Kluttz Lake Rd	9/23/2022	Cover Memo
Petition Kluttz Lake Rd	9/23/2022	Cover Memo
GIS Willow Farm Lane	9/23/2022	Cover Memo
Petition-Willow Farm Lane	9/23/2022	Cover Memo
GIS.Old Ribelin Farm Rd	9/23/2022	Cover Memo
Petition.Old Ribelin Farm	9/23/2022	Cover Memo
GIS Cauble	9/23/2022	Cover Memo
Petition Cauble	9/23/2022	Cover Memo
GIS Lyerly	9/23/2022	Cover Memo
Petition Lyerly	9/23/2022	Cover Memo
Memo	9/23/2022	Cover Memo



Road #1 to be named
Veterinary Lane (purple)

Road #2 to be named Angler
Way (yellow)

Road #3 to be named Mosquito
Circle (orange)

Parcel 509-242

Margaret H. Lyerly Revocable
Campground located in the
2000 block of SR 2140, St.
Matthews Church Road

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

**ROWAN
COUNTY**
NORTH CAROLINA
Be an original.

Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

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3. Intends to use specific names of individuals or property owners along the road.
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5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

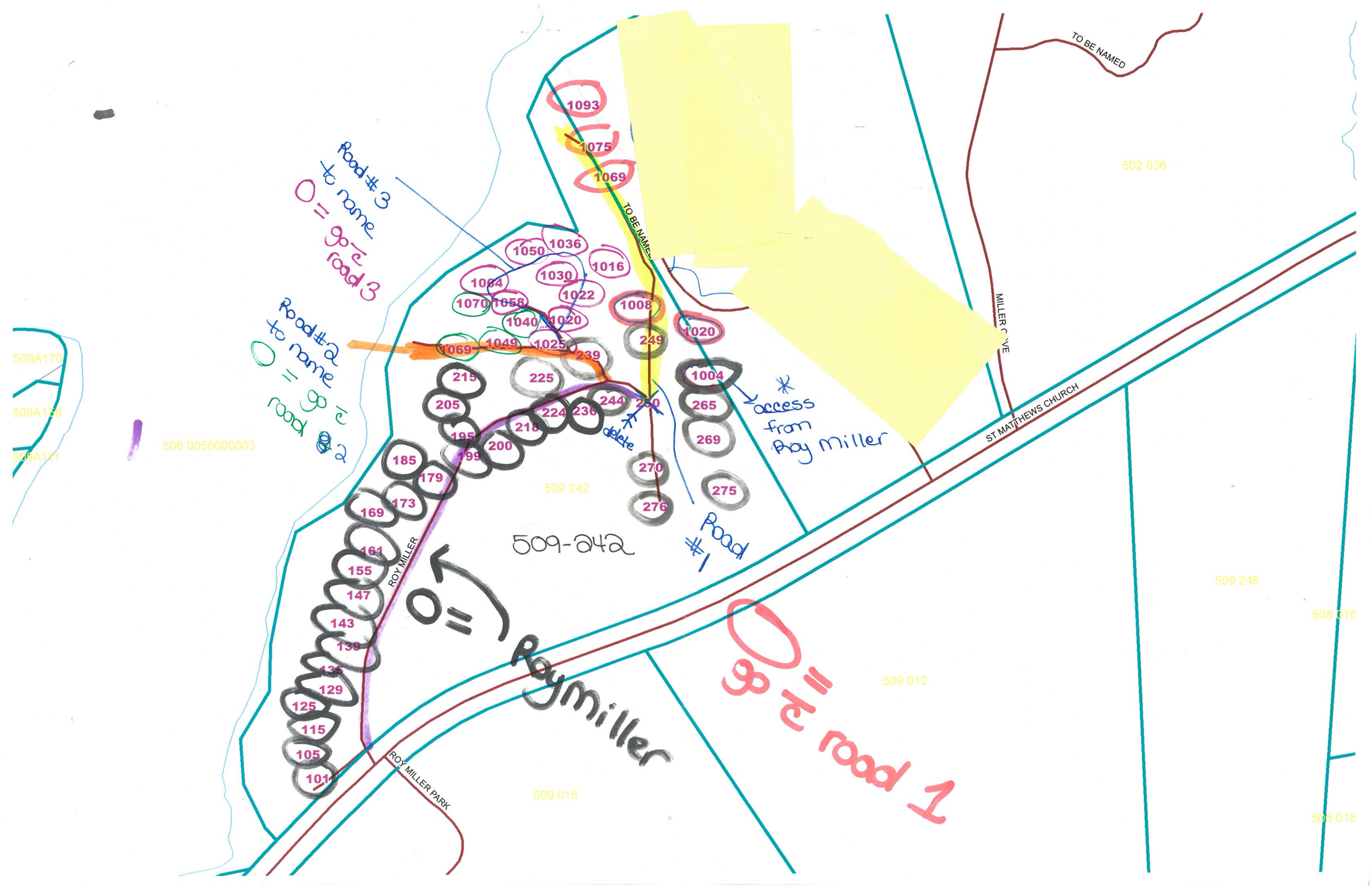
**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

Road 1 - First Choice: Veterinary Lane - owner
Second Choice: _____

Third Choice: _____
Road 2 - First Choice: Angler Way - dept Suggest
Second Choice: _____

Third Choice: _____
Road 3 - First Choice: Mosquito Circle - owner
Second Choice: _____
Third Choice: _____

*It is also important to remember that any or all addresses along the road
may be changed during the naming process*



Ealey, Pamela C

From: Hawks, Earl C.
Sent: Tuesday, August 23, 2022 3:39 PM
To: Ealey, Pamela C; Rollans, Adrian; ITServiceDesk
Subject: RE: Potential Road Names Lyerly Campground 509-242

Opps sorry , this one slipped my mind .

boat dock, already have boats in CAD no
campground, NO (Already have @ Dan Nicholas)
boat view, already have boats in CAD no
camp Lyerly, already have camps in CAD no
✓ mosquito, yes
✓ veterinary. Surprisingly, yes

Thanks,
Columbus

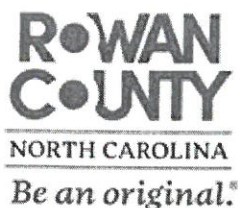


Columbus Hawks | GIS Manager / 911 Analyst
Rowan County Information Technology / Rowan County 911
130 W Innes St, Salisbury, NC 28144
[p] 704.216.8604 [m] 704.239.2226
www.rowancountync.gov



From: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Sent: Monday, August 15, 2022 2:44 PM
To: Hawks, Earl C. <Columbus.Hawks@rowancountync.gov>; Rollans, Adrian <Adrian.Rollans@rowancountync.gov>; ITServiceDesk <ITServiceDesk@rowancountync.gov>
Subject: Potential Road Names Lyerly Campground 509-242

Can you look through the list highlighted below and let me know if any are suitable. This is the campground that has 3 roads to name. I see that Captain, Leisure, Dock are all taken.



Pamela Ealey
Planning Technician
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
(704) 216-8603 (Direct) | (704) 216-8588 (Main)
pamela.ealey@rowancountync.gov

From: Luther Lyerly <lyerlyl@bellsouth.net>
Sent: Saturday, August 13, 2022 12:08 PM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Subject: RE: Addressing of campground

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

I don't understand why roads can't be named after people. A majority of them in rowan county have peoples names in them. I thought I had some great names. How about the following: boat dock, campground, boat view, camp lyerly, mosquito, ~~captain~~, ~~leisure~~, veterinary, ~~dee~~ drive .

I hope some of these work, if not let them name them themselves.

Thanks

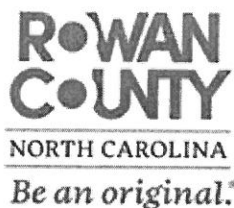
Luther

Sent from AT&T Yahoo Mail on Android

On Wed, Aug 3, 2022 at 5:09 PM, Ealey, Pamela C
<Pamela.Ealey@rowancountync.gov> wrote:

Mr. Lyerly,

I just heard back from emergency services and 911 about the road names. Unfortunately, they will not allow any of the names you suggested, for various reasons, mainly because of the people's name use, there are about 15 different roads with Miller in the name. Can you think of a few more names, you need to stay away from words like water, lake and people's names. I used a name generator on the web and came up with Boatside and Boat View; not the greatest but they aren't taken. It would be nice to have about 6 more ideas for names. Let me know if you have any questions.



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(704) 216-8603 (Direct) | (704) 216-8588 (Main)
pamela.ealey@rowancountync.gov

From: Luther Lyerly <lyerlyl@bellsouth.net>
Sent: Monday, July 25, 2022 8:53 PM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Subject: RE: Addressing of campground

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: 3 drives to be named, all off of Roy Miller Loop which connects to SR 2140 St. Matthews Church Rd. Current name of the road, if it has no name, write "no name" no name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

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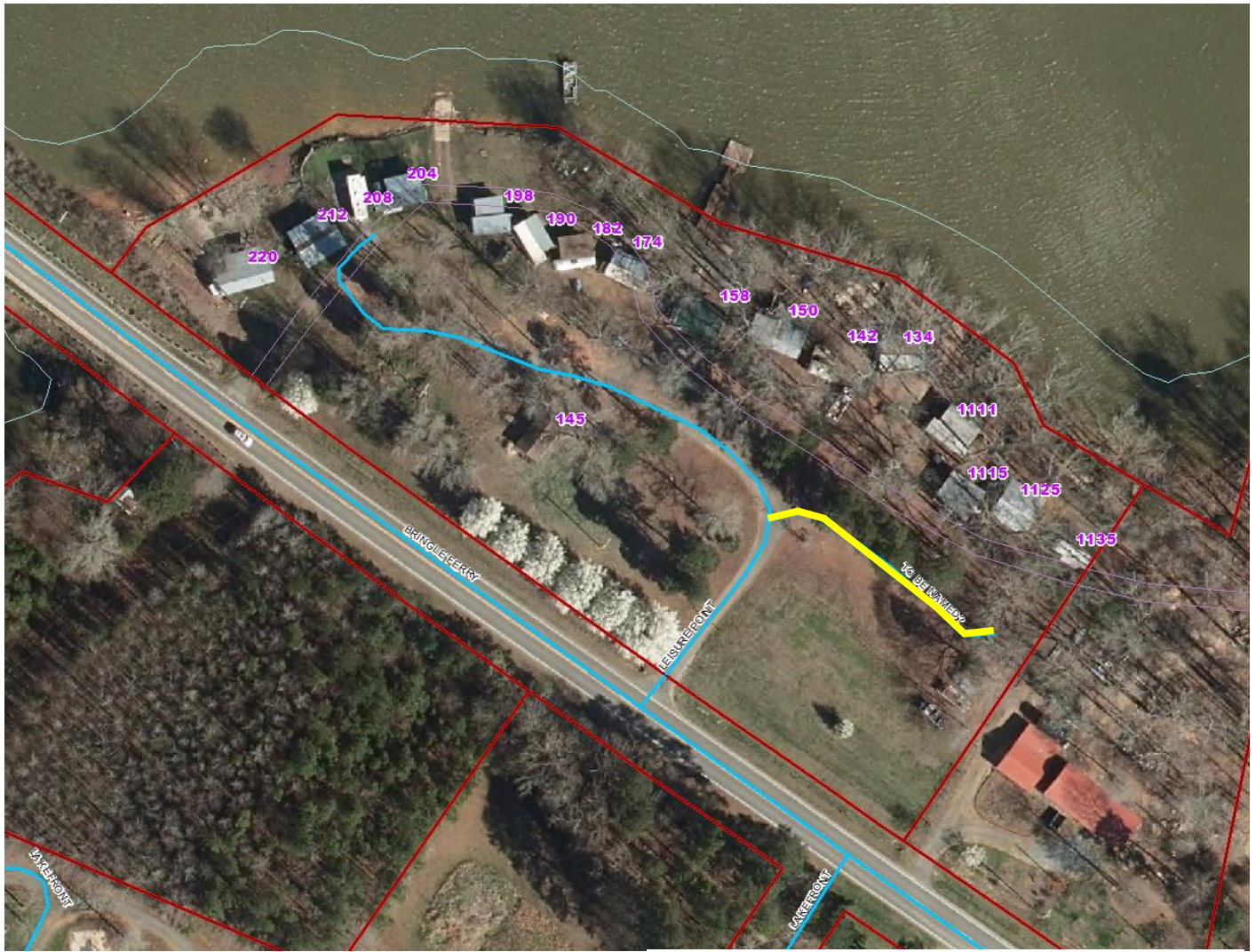
Lack of submittal – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.

Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, *the petition leader should be the first signature below*. The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owners signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
per Email	Luttrelyerly	3830 Old Union Ln. Rd		509 242



Road to be named Relaxation
Lane* (yellow)

*staff

Parcel 502-041

Holshouser Inc. Campground
located off Leisure Point Road
which connects to the 9200
block of SR 1002, Bringle Ferry
Road.

ROWAN COUNTY
Planning and Development
Road Naming Petition



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Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
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PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE

PRIOR TO RETURNING PETITION.

First Choice: Relaxation Lane - staff
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
- ☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: drive off of Leisure Point Rd which connects to SR1002 Bringle Ferry Rd in the 9200 block. Current name of the road, if it has no name, write "no name" No name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

Petitioners:

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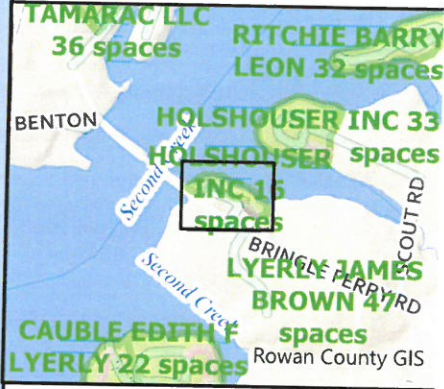
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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
Letter 6/24/22 no response	Hobbs	555 Stout		502041

Campground Map
Rowan County, NC

HOLSHOUSER INC
Campground



LEGEND

- CAMPSITE
- MISC_BLDG
- OLD_ADDRESS
- OTHER
- PAYPHONE
- PROPOSED
- RESIDENCE

Street Centerlines

- UNNAMED DRIVE
- NEEDS TO BE NAMED
- NAMED DRIVEWAY



50 Feet

2022





Road to be named Restful Way*
(yellow)

*staff pick

Parcel 502-042

Holshouser Inc. Campground
located off of Dutchmans Pt
which connects to SR 2162,
Scout Road in the 300 block.

ROWAN COUNTY
Planning and Development
Road Naming Petition



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

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PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE

PRIOR TO RETURNING PETITION.

First Choice: Restful Way - Staff
Second Choice: _____
Third Choice: _____

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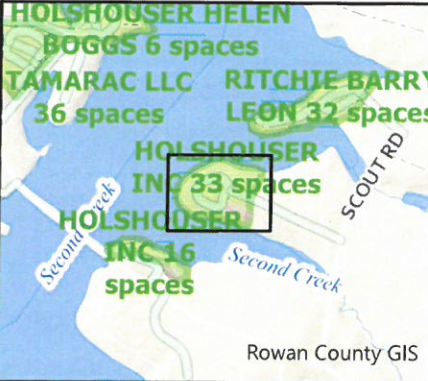
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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Holsouser,	555 Scout Rd		502 042
	Inc			

- letter c petition sent 6/24/22
- 8/24/22 no response, staff to suggest.

Campground Map
Rowan County, NC

HOLSHOUSER INC
Campground



- LEGEND
- CAMPSITE
 - MISC_BLDG
 - OLD_ADDRESS
 - OTHER
 - PAYPHONE
 - PROPOSED
 - RESIDENCE

- Street Centerlines
- UNNAMED DRIVE
 - NEEDS TO BE NAMED
 - NAMED DRIVEWAY

N

60

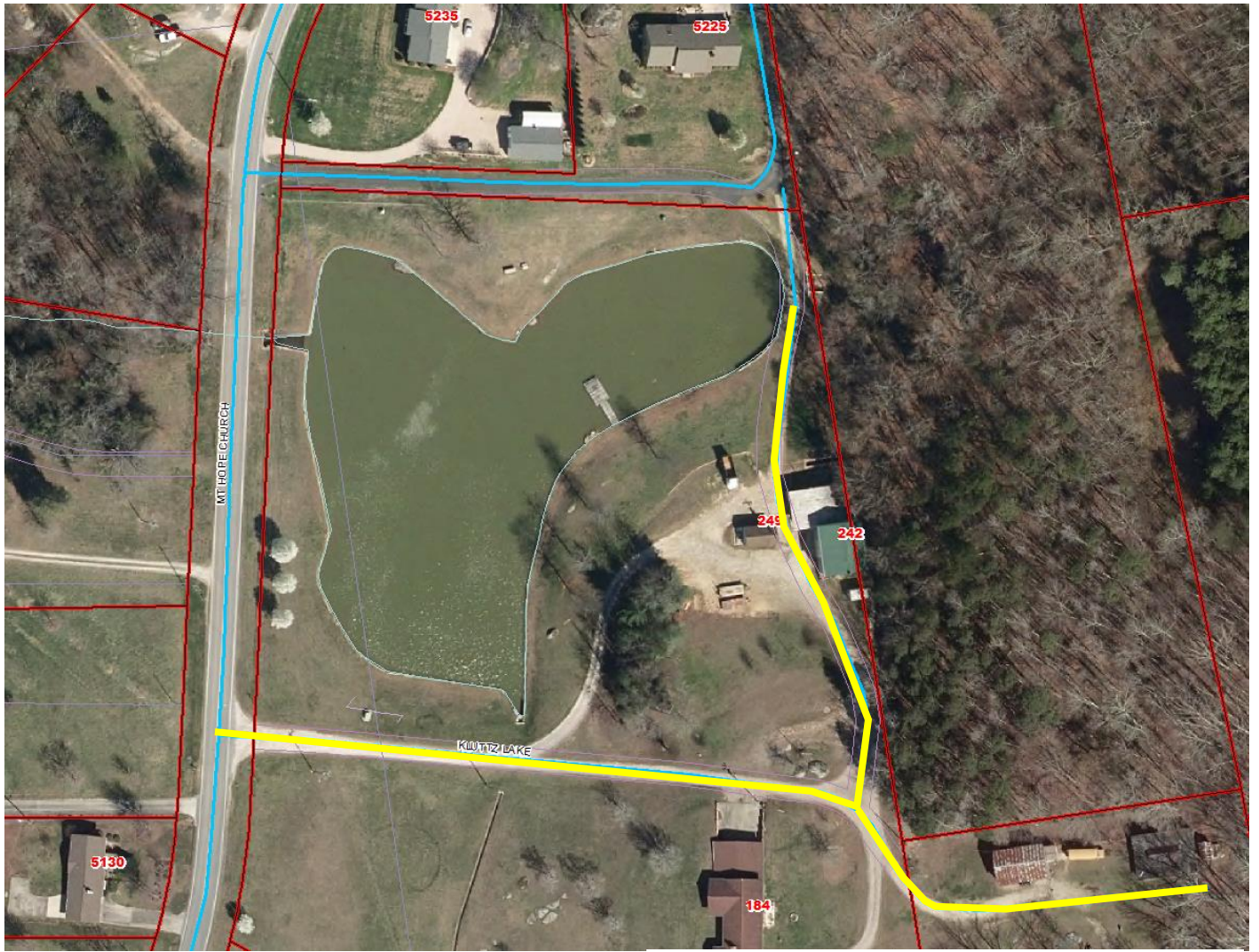
Feet

2022

ROWAN COUNTY
Geographic Information System
Be an original.

Rowan County GIS





Road to be named Hawkins
Holler Drive (yellow)

Parcel 419-015, 419-019

Jennifer and Walter Hawkins
located off 5200 block of SR
1505, Mount Hope Church
Road. Prior owner named
drive Kluttz Lake Drive, current
owners would like to change.

rec'd 8/13/12

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

First Choice: Hawkins Holler - Ok'd by Columbus Hawks
Second Choice: _____
Third Choice: _____

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pd \$1500
ch 397
for sign

ROAD NAME PETITION

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☒ Changing the name of road.

Describe the location of road in relation to a major highway or state road:
east off SR 1505 in 5100 block Kluttz Lake Dr. Current name of the road, if it has no name, write "no name"
Kluttz Lake Dr. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

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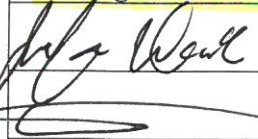

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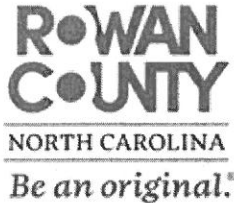
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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Jennifer Hawkins	5145 Mt Hope Church Rd	704-305-7949	419-015 419-019
	Walter Hawkins	Same	530-680-0200	Same

Ealey, Pamela C

From: Ealey, Pamela C
Sent: Wednesday, August 31, 2022 1:42 PM
To: Hawks, Earl C.
Subject: RE: Kluttz Lake Dr Renaming

Great, thanks, I'll get it on the BOC agenda with the rest.



Pamela Ealey
Planning Technician
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
(704) 216-8603 (Direct) | (704) 216-8588 (Main)
pamela.ealey@rowancountync.gov

From: Hawks, Earl C. <Columbus.Hawks@rowancountync.gov>
Sent: Wednesday, August 31, 2022 12:38 PM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Subject: RE: Kluttz Lake Dr Renaming

I did approve that name
Don't think they cared what the type is , I think they would be ok with DR

Thanks for checking

From: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Sent: Wednesday, August 31, 2022 12:06 PM
To: Hawks, Earl C. <Columbus.Hawks@rowancountync.gov>
Subject: Kluttz Lake Dr Renaming

I got the petition and check in today from the Hawkins family. They put one name Hawkins Holler and said you had okayed. I just wanted to verify that is correct. Also, since "Holler" isn't an approved suffix did you all discuss what to use? Thanks!



Pamela Ealey
Planning Technician
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
(704) 216-8603 (Direct) | (704) 216-8588 (Main)
pamela.ealey@rowancountync.gov



Parcel 510 080

Drive with two residences
accessing and a third address
planned.

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

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NEW NAME PROPOSED FOR THE ROAD:

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2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

First Choice: Willow Farm Lane
Second Choice: Red Barn Farm Lane
Third Choice: _____

*It is also important to remember that any or all addresses along the road
may be changed during the naming process*



ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road:
drive off of Stokes Ferry 8900 Current name of the road, if it has no name, write "no name"
no name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

Petitioners:

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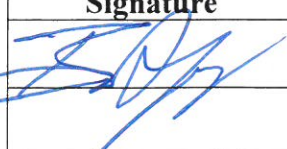
Less than majority – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

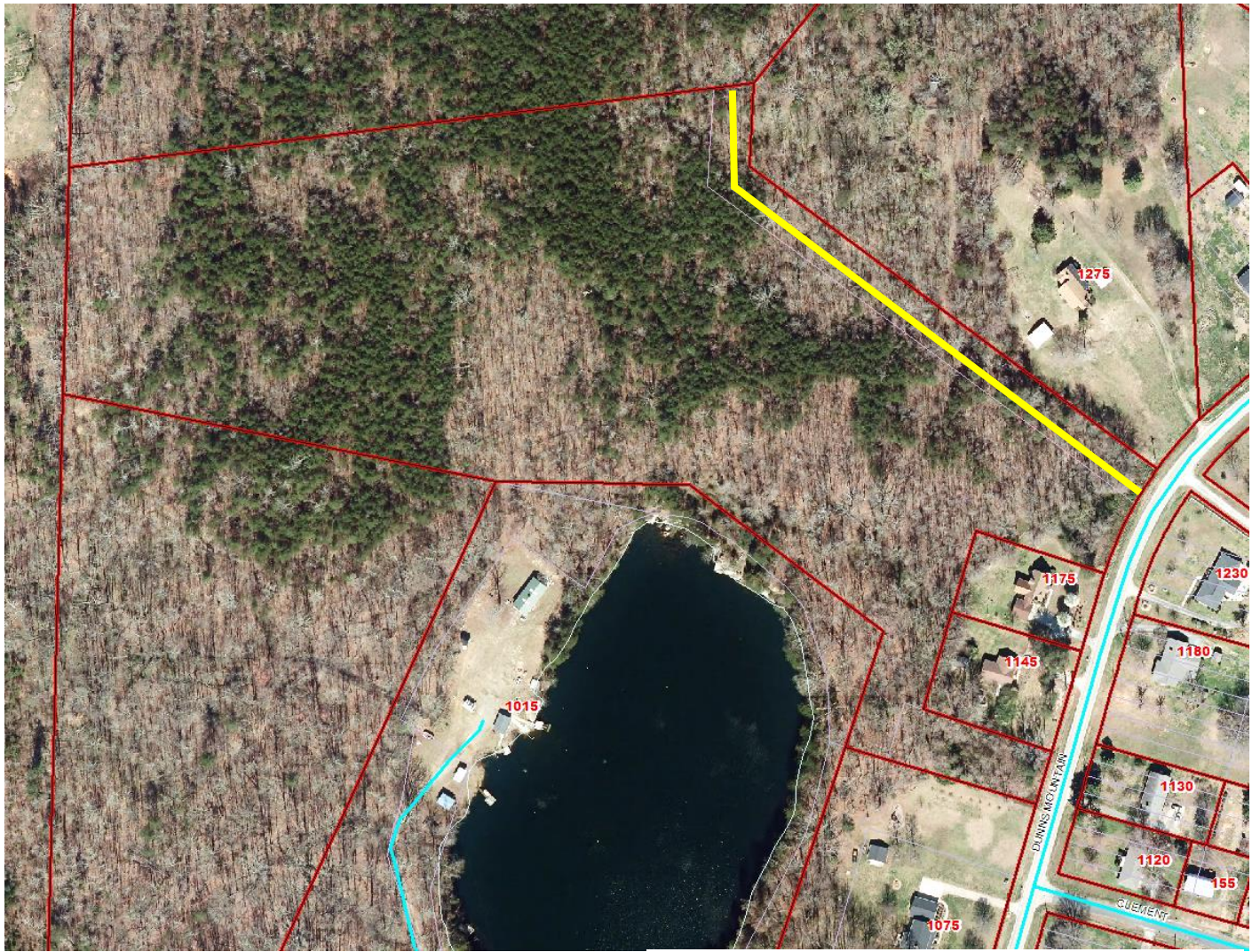
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Petition leader:

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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Brian Long	8930 STOKES FERRY	704-298-5345	510-080 510-053 51008 510-080 510-028



Old Ribelin Farm Road (yellow)

Parcel 609-133, 609-009

Thomas and Joy Lowe

Randall and Pamela Ellum

located off 1200 block of SR
2131, Dunns Mountain Rd

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



Return this completed petition form to:
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Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancountync.gov

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2. Is not easily enunciated or pronounced, especially in any emergency.
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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

First Choice: Old Libelin Farm Road
Second Choice: _____
Third Choice: _____

***It is also important to remember that any or all addresses along the road
may be changed during the naming process***

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

☒ Assignment of a name to an unnamed road.

☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road:
Near Dunns Mountain Rd + Lake Rd. Current name of the road, if it has no name, write "no name"
No Name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
<u>Thomas A Lowe II</u>	Thomas A Lowe II	194 Cherry Tree Ln. Salisbury, NC 28146	704 798 9170	609 133
				609 133
<u>Joy Lowe</u>	Joy Lowe	194 Cherry Tree Ln. Salisbury, NC 28146	704 798 9170	609 133
<u>Randall D. Elium</u>	Randall D Elium	2085 Lake Rd. Salisbury NC 28146	704 636 2459	609 009
<u>Pamela P. Elium</u>	Pamela P. Elium	2085 Lake Rd. Salisbury N.C. 28146	704 636 2459	609 009

609 009

85 feet off property line at this corner

HOWARD RANDA

609 130

609 133

Tr-2
PL AT 848

LOWE THOMAS

1175

New Construction
Old Ribelin Farms Rd.
Petition

Driveway

609 135

OSTERHUS G K

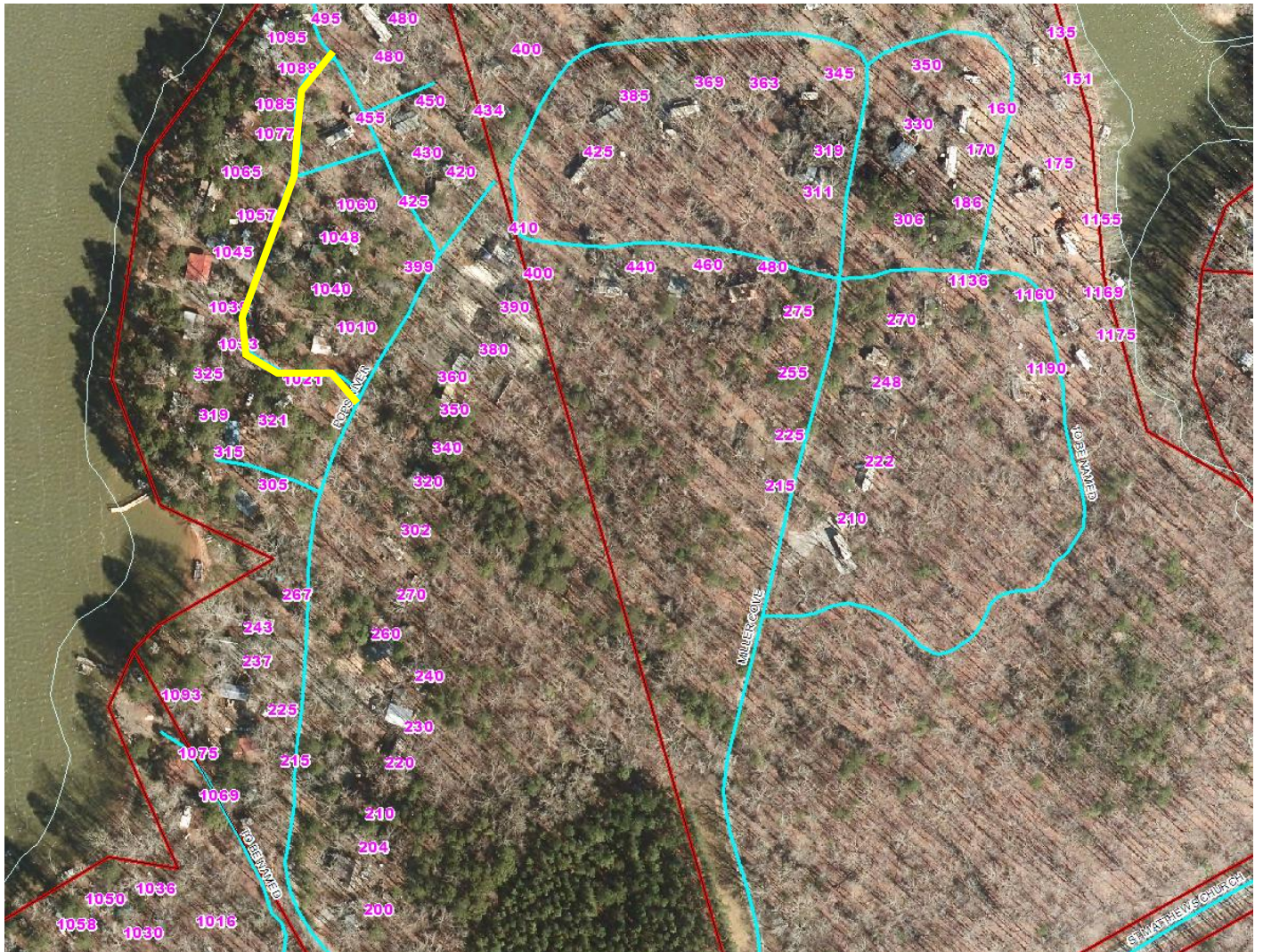
609 053

1175

SHINES WALL

HANNAH ROBER

609 054



Crappie Jig Lane* (yellow)

*staff

Parcel 502 037

Edith and Eugene Cauble

located off Pops River Rd which connects to SR 2140, St. Matthews Church Rd in the 2200 block.

ROWAN COUNTY
Planning and Development
Road Naming Petition



Return this completed petition form to:
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Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

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PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE

PRIOR TO RETURNING PETITION.

First Choice: Crappie Jig Lane - staff
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process

ROAD NAME PETITION

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- ☒ Assignment of a name to an unnamed road.
- ☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: drive off of Pops River Rd which connects to SR2140 St. Matthews Church Rd in the 2200 block. Current name of the road, if it has no name, write "no name" No name . At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

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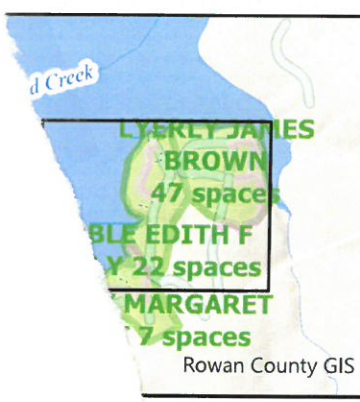
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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
letter to petition sent 6/28/22				
no response	Edith Cowble	3345 Old Union Ch. Rd		502037

Campground Map Rowan County, NC

CAUBLE EDITH F LYERLY
Campground



506
0050000003

Crappie Lane
Dig Lane

TO BE NAMED

CAUBLE EDITH
F LYERLY
22 spaces

502 037

MILLER COVER COVER RD

Interlines

- UNNAMED DRIVE
- NEEDS TO BE NAMED
- NAMED DRIVEWAY



130 Feet

2022

ROWAN COUNTY
Geographic Information System
Be an original.

Rowan County GIS
ST MATTHEWS CHURCH RD
509
246

MARGARET H. TRUST
53 spaces

1020 LOT 47

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

Road 1 - First Choice: Alpha
Second Choice: Cedar Run
Third Choice: Church Bells
Road 2 - First Choice: Omega
Second Choice: Catfish Point
Third Choice: Bass Run

*It is also important to remember that any or all addresses along the road
may be changed during the naming process*

ROAD NAME PETITION

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☐ Changing the name of road.

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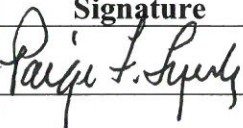
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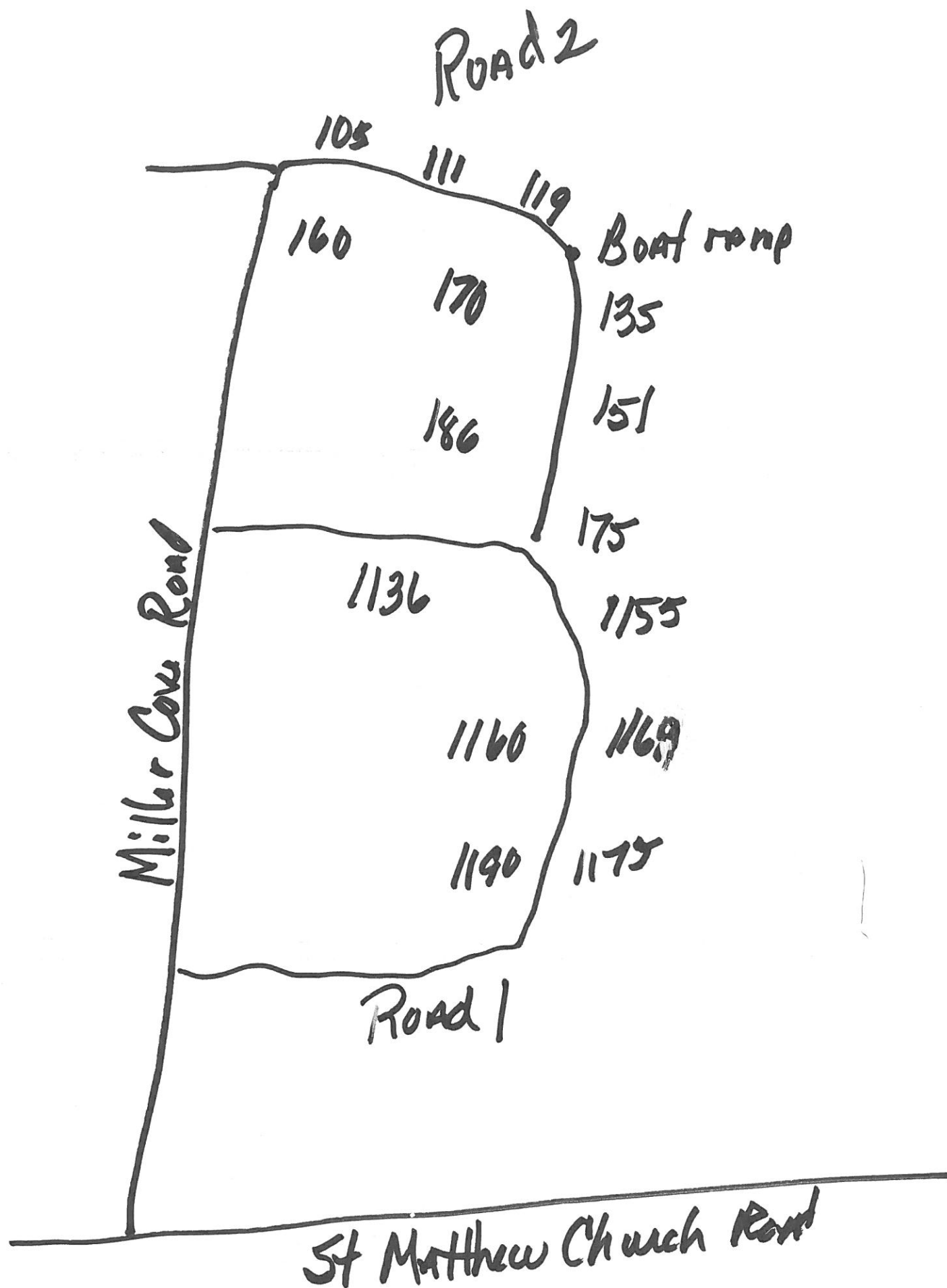
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Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Paige F. Lyster	1413 Green Mtn. Drive Wake Forest NC 27887	919 263-9088	509 246



Ealey, Pamela C

From: Ealey, Pamela C
Sent: Thursday, September 1, 2022 4:34 PM
To: 'ITServiceDesk'; Cress, Allen; Hawks, Earl C.; Rollans, Adrian
Subject: RE: Ticket Updated - Road Naming Petition 509-246

I am assuming since I have heard nothing further, I can go with Church Bells and Omega (they have to name two roads). I was thinking Church Bells Way and Omega Point. These will be submitted to the BOC next Wednesday unless I hear otherwise. Thanks everyone!



Pamela Ealey
Planning Technician
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
(704) 216-8603 (Direct) | (704) 216-8588 (Main)
pamela.ealey@rowancountync.gov

From: Rowan County IT Service Desk <itservicedesk@rowancountync.gov>
Sent: Tuesday, August 30, 2022 12:43 PM
To: Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>
Subject: Ticket Updated - Road Naming Petition

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Dear Pamela Ealey,

There is a new comment on your ticket. You can view your ticket by visiting
<https://itservicedesk.rowancountync.gov/helpdesk/tickets/23285>

You can also reply to this email to add your comment.

Columbus Hawks added a note: –

I am adding Allen on this email , just in case he has other thoughts as well

Alpha - I don't like this , this is what 911 uses for their alphabet (part of the "phonetic alphabet") so I am afraid it could cause some confusion

Cedar Run – we don't have a Cedar Run BUT we do have A LOT of CEDARS

Church Bells I think I am ok on this name ?

Omega I think I am ok on this name ?

Catfish Point Already have Catfish Rd & TER

Bass Run Already have a Bass Run



NORTH CAROLINA

Be an original.®

Rowan County Office of Planning and Development

402 N. Main St., Ste. 204

Salisbury, NC 28144

[p] 704-216-8588

www.rowancountync.gov/planning

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: September 21, 2022

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on October 3, 2022, to consider and receive comment for the following road name requests:

All names have been validated and approved by Rowan County GIS and Emergency Services (911). Names marked with * are staff submitted, all other names are from property owners.

1. Currently Known As: **N/A**
Proposed Names: ***Veterinary Lane, Angler Way*, Mosquito Circle***
Location: 3 driveways located off Roy Miller Loop which connects to SR 2140 St. Matthews Church Rd in the 2000 block.
Property Owners: Margaret H. Lyerly Revocable (Luther Lyerly)
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.
2. Currently Known As: **N/A**
Proposed Name: ***Restful Way****
Location: located off Dutchmans Pt which connects to SR 2162, Scout Road in the 300 block
Property Owners: Holshouser Inc.
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.
3. Currently Known As: **N/A**
Proposed Name: ***Relaxation Lane****
Location: located off Leisure Pt which connects to SR 1002, Bringle Ferry Road in the 9200 block
Property Owners: Holshouser Inc.
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.
4. Currently Known As: **Kluttz Lake Road**
Proposed Name: ***Hawkins Holler Drive***
Location: located off SR 1505, Mount Hope Church Road in the 5200 block

Property Owners: Jennifer and Walter Hawkins

Reason for Change: drive was named by previous owner, Kluttz Lake Road, new homeowners wish to change it to the proposed name.

5. Currently Known As: **N/A**

Proposed Name: ***Willow Farm Lane***

Location: located off SR 1004, Stokes Ferry Rd in the 8900 block

Property Owners: Brian and Shaine Long

Reason for Change: there are two houses using this drive with a third address planned.

6. Currently Known As: **N/A**

Proposed Name: ***Old Ribelin Farm Road***

Location: located off SR 2131, Dunns Mountain Rd Road in the 1200 block

Property Owners: Thomas & Joy Lowe, Randall & Pamela Elium

Reason for Change: there are two houses using this drive with a third address planned.

7. Currently Known As: **N/A**

Proposed Name: ***Crappie Jig Lane****

Location: located off Pops River Rd which connects to SR 2140, St. Matthews Church Rd in the 2200 block.

Property Owners: Edith and Eugene Cauble

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

8. Currently Known As: **N/A**

Proposed Names: ***Church Bells Way, Omega Point***

Location: 2 drives located off Miller Cove Rd which connects to SR 2140, St. Matthews Church Rd in the 2300 block.

Property Owners: Paige and James Lyerly

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

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: September 23, 2022
SUBJECT: Temporary Use Permit Request: Miller Family Farm

REQUEST

Mike Miller has submitted a temporary use permit application for operation of a "vortex" during his family's annual Maze of Terror event on their family farm located on Weaver Rd. This attraction is considered a "non-farm use" on the property and is therefore subject to zoning compliance; likewise, the attraction is required to receive an annual inspection by the NC Department of Labor.

Mr. Miller requests use of the vortex during this Halloween season and next year also. Dates of operation would be Friday and Saturday nights from 7:00 pm until midnight, September 30 - October 31, 2022 and September 29 - October 31, 2023.

RECOMMENDATION

- Receive Staff Report
- Applicant Comments
- Public Comments
- Consider Factors for Issuance
- Render Decision

ATTACHMENTS:

Description	Upload Date	Type
TEMP.01.22 Application	9/23/2022	Backup Material



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

Case # TEMP 01-22
Date Filed 9.23.22
Received By MEM
Amount Paid _____
Office Use Only

TEMPORARY USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Mike Miller
Signature: [Signature]
Phone: 204 202 5591 Email: Millerbroord@gmail.com
Address: 375 Weaver Rd China Grove NC 28023

APPLICANT / AGENT INFORMATION:

Name: Mike Miller
Signature: [Signature]
Phone: 204 202 5591 Email: Millerbroord@gmail.com
Address: 375 Weaver Rd China Grove NC 28023

PROPERTY DETAILS:

Tax Parcel: 221-111 Zoning District: RA
Date Acquired: 1998 Deed Reference: Book 838 Page 446
Property Location: WEAVER RD
Size (sq. ft. or acres): 160.91 AC Street Frontage: 1934'
Current Land Use: FARM / AGRICULTURE

Surrounding Land Use: North Residential / Agriculture
South Residential
East Agriculture
West Residential

PURPOSE & SECTION:

State purpose of temporary use permit:

Approval for Vortex building

Commence date: Sept 30, 2022 Ending date: OCT. 31, 2022

Days / Hours of operation: 7:00 PM - 12:00 PM FRIDAY & SATURDAY

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

21-281(2)

ATTACHED DOCUMENTS:

Applicant must attach a site plan based on information required in Section 21-52 and address criteria found in Section 21-281.

Attached: Yes ☒ No ☐

OFFICIAL USE ONLY

1. Signature of Coordinator: M E T 2. Board of Commissioners

Public Hearing: 10 / 3 / 22 3. Notifications Mailed: 9 / 26 / 22 4. Property Posted:

9 / 27 / 22 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:

/ /

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 10/3/2022
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

budget amendments

Upload Date

9/26/2022

Type

Budget Amendment

Sep 22, 2022

Sifford, John

Subject:

FW: NC E-Pay Remittance Advice

TO:

Rowan County Sheriffs Office

RE:

Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$39807.77 for payment number 45PR0000790059. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:

DEPARTMENT OF REVENUE

TAX DISTRIBUTIONS

PO BOX 871

REVENUE BLDG

RALEIGH, NC

27602-0871

Agency Contact Phone: 919-754-2515

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries

PLEASE DO NOT REPLY TO THIS EMAIL.

CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number	Inv Date	Invoice Amount	Discount Amount	Net Amount
USUB072022	07/20/22	\$39807.77	\$00.00	\$39807.77
UNAUTHORIZED SUB TAX DIST-TAX QUESTIONS?: 919-707-7596				
TOTAL:		\$39807.77		

This notification was sent from the North Carolina Office of the State Controller. If this notification has been sent in error, please contact the agency listed above to make corrections.

Sifford, John

Subject:

FW: NC E-Pay Remittance Advice

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

From: OSC.nc.payment@osc.nc.gov <OSC.nc.payment@osc.nc.gov>

Sent: Thursday, August 18, 2022 11:35 AM

Subject: NC E-Pay Remittance Advice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

TO:

Rowan County Sheriffs Office

RE:

Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$1110.83 for payment number 45PR0000792181. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:

DEPARTMENT OF REVENUE

TAX DISTRIBUTIONS

PO BOX 871

REVENUE BLDG

RALEIGH, NC

27602-0871

Agency Contact Phone: 919-754-2515

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL.

CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number	Inv Date	Invoice Amount	Discount Amount	Net Amount
USUB081722	08/17/22	\$1110.83	\$00.00	\$1110.83
UNAUTHORIZED SUB TAX DIST-TAX QUESTIONS?: 919-707-7596				
TOTAL:		\$1110.83		

This notification was sent from the North Carolina Office of the State Controller.

If this notification has been sent in error, please contact the agency listed above to make corrections.

Account Inquiry [Rowan County]

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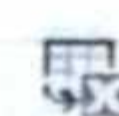
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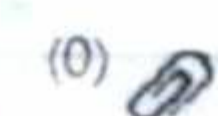
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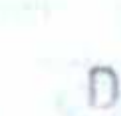
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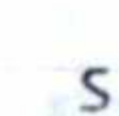
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Detail



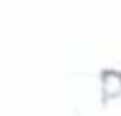
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Account

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 Org 11444165 ... ASSET ST
 Object 435033 ... ST FORFEIT
 Project ...

Acct 1010-42-4244-4400-4416-0000-335-4-435033-
 Acct name ST ASSET FORFEITURE FUNDS
 Type Revenue
 Rollup ...
 Sub-Rollup ...
☐ MultiYr Fund

Account Notes

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2023/01

Fiscal Year 2023

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2024

Original Budget

-35,000.00

-35,000.00

-35,000.00

.00

Transfers In

.00

-28,154.00

-26,726.00

.00

Transfers Out

.00

.00

.00

.00

Revised Budget

-35,000.00

-63,154.00

-61,726.00

.00

Actual (Memo)

-40,918.60

-67,411.38

-83,525.78

.00

Encumbrances

.00

.00

.00

.00

Requisitions

.00

.00

Available

5,918.60

4,257.38

21,799.78

.00

Percent used

116.91

106.74

135.32

.00

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Display detail information for current account.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY22 for Health Department's Mayor's Award. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 09/14/22

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY
 HEALTH DEPARTMENT - RESERVES
 For Fiscal Year Ended June 30, 2022

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	FY23 Original Budget	Reserve BA
HD Mayor's Award	-	50,000.00	1145240-464098-52433/1155240-558000-585019-52433	(25,959.10)	24,040.90	-	24,040.90
	<u>\$ -</u>	<u>\$ 50,000.00</u>		<u>\$ (25,959.10)</u>	<u>\$ 24,040.90</u>	<u>\$ -</u>	<u>\$ 24,040.90</u>

1155240	Mayors Award Grant		AMOUNT
1155240	558000	52433 TRAVEL	\$200
1155240	559000	52433 TRAINING	\$ 7,500.00
1155240	582009	52433 MEETING/TRAINING FOOD	\$ 500.00
1155240	583053	52433 NONCASH GRANTS/AWARDS	\$ 8,840.90
1155240	585019	52433 GRANT:DNP WILD	\$ 7,000.00
		Total	\$ 24,040.90

Account Inquiry [Rowan County]

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Fund 1010 ... GEN FD Acct 1010-51-5123-5100-5130-5240-000-4-464098-52433
 Org 1145240 ... HP REVENUE Acct name HD Mayor's Award Grant Account
 Object 464098 ... Mayor AWG Type Revenue Status Active
 Project 52433 ... HD Mayor's Award Grant Rollup
 Sub-Rollup
☐ MultiYr Fund

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	.00	.00
Transfers In	-50,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-50,000.00	.00	.00	.00
Actual (Memo)	-50,000.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	.00	.00	.00	.00
Percent used	100.00	.00	.00	.00

Account Inquiry [Rowan County]

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Fund 1010 ... GEN FD Acct 1010-51-5123-5100-5130-5240-000-5-558000-52433
 Org 1155240 ... HP EXPND Acct name TRAVEL Account
 Object 558000 ... TRAVEL Type Expense Status Active
 Project 52433 ... HD Mayor's Award Grant Rollup
 Sub-Rollup
☐ MultiYr Fund

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022		Fiscal Year 2021		Fiscal Year 2020		Fiscal Year 2023
Original Budget	.00		.00		.00		.00
Transfers In	1,000.00		.00		.00		.00
Transfers Out	.00		.00		.00		.00
Revised Budget	1,000.00		.00		.00		.00
Actual (Memo)	435.24		.00		.00		.00
Encumbrances	.00		.00		.00		.00
Requisitions	.00						.00
Available	564.76		.00		.00		.00
Percent used	43.52		.00		.00		.00

Account Inquiry [Rowan County]

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Fund	1010	...	GEN FD	Acct	1010-51-5123-5100-5130-5240-000-5-559000-52433		
Org	1155240	...	HP EXPND	Acct name	TRAINING		
Object	559000	...	TRAINING	Type	Expense	Status	Active
Project	52433	...	HD Mayor's Award Grant	Rollup			
				Sub-Rollup			
				<input type="checkbox"/> MultiYr Fund			

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022		Fiscal Year 2021		Fiscal Year 2020		Fiscal Year 2023
Original Budget	.00		.00		.00		.00
Transfers In	9,000.00		.00		.00		.00
Transfers Out	-500.00		.00		.00		.00
Revised Budget	8,500.00		.00		.00		.00
Actual (Memo)	1,666.73		.00		.00		.00
Encumbrances	.00		.00		.00		.00
Requisitions	.00						.00
Available	6,833.27		.00		.00		.00
Percent used	19.61		.00		.00		.00

Account Inquiry [Rowan County]

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Fund 1010 ... GEN FD Acct 1010-51-5123-5100-5130-5240-000-5-582009-52433
 Org 1155240 ... HP EXPND Acct name MEETING/TRAINING FOOD Account
 Object 582009 ... MTG FOOD Type Expense Status Active
 Project 52433 ... HD Mayor's Award Grant Rollup
 Sub-Rollup ☐ MultiYr Fund

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	.00	.00
Transfers In	1,600.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	1,600.00	.00	.00	.00
Actual (Memo)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	1,600.00	.00	.00	.00
Percent used	.00	.00	.00	.00

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Fund 1010 ... GEN FD Acct 1010-51-5123-5100-5130-5240-000-5-583053-52433
 Org 1155240 ... HP EXPND Acct name NONCASH GRANTS/AWARDS Account
 Object 583053 ... NONCASH Type Expense Status Active
 Project 52433 ... HD Mayor's Award Grant Rollup
 Sub-Rollup
☐ MultiYr Fund

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022		Fiscal Year 2021		Fiscal Year 2020		Fiscal Year 2023
Original Budget	.00		.00		.00		.00
Transfers In	55,000.00		.00		.00		.00
Transfers Out	-43,513.00		.00		.00		.00
Revised Budget	11,487.00		.00		.00		.00
Actual (Memo)	1,444.25		.00		.00		.00
Encumbrances	.00		.00		.00		.00
Requisitions	.00						.00
Available	10,042.75		.00		.00		.00
Percent used	12.57		.00		.00		.00

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Display detail information for current account.

Account Inquiry [Rowan County]

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Fund 1010 ... GEN FD Acct 1010-51-5123-5100-5130-5240-000-5-585019-52433
 Org 1155240 ... HP EXPND Acct name GRANT:DNP WILDLIFE & NAT CTR Account
 Object 585019 ... GRANT:DNP Type Expense Status Active
 Project 52433 ... HD Mayor's Award Grant Rollup
 Sub-Rollup
☐ MultiYr Fund

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GF

Yr/Per 2022/13

Original Budget

Transfers In

Transfers Out

Revised Budget

Actual (Memo)

Encumbrances

Requisitions

Available

Percent used

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2023

	.00			.00					
	27,413.00			.00			005		
	.00			.00					
	27,413.00			.00					
	22,412.88			.00		.00			
	.00			.00		.00			
	.00								
	5,000.12			.00		.00			
	81.76			.00		.00			

50,000.00

435,240.00

1,666,730.00

1,444,250.00

22,412.88

24,040.90

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Display detail information for current account.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for Health Department CC4C. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: LFB

Date: 09/19/22

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY
 HEALTH DEPARTMENT - RESERVES
 For Fiscal Year Ended June 30, 2022

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	FY23 Budget	Reserve BA
CC4C	207,906.40	-	11452159-431088/1155215-xxx-5215	(78,345.88)	129,560.52	86,272.00	43,288.52
	<u>\$ 207,906.40</u>	<u>\$ -</u>		<u>\$ (78,345.88)</u>	<u>\$ 129,560.52</u>	<u>\$ 86,272.00</u>	<u>\$ 43,288.52</u>

CARDINAL INNOVATIONS GRANT <i>CC4C</i>				Already Budgeted Amount	AMOUNT
1155215	510005	5215	Salaries	\$14,088.00	
1155215	520005	5215	Health Insurance	\$3,640.00	
1155215	520010	5215	Medicare	\$205.00	
1155215	520015	5215	Retirement	\$1,439.00	
1155215	520020	5215	Social Security	\$874.00	
1155215	520025	5215	Workers Comp	\$325.00	
1155215	520030	5215	401 (k)	\$423.00	
1155215	543020	5215	R&M Vehicles	\$3,000.00	<i>10,000</i>
1155215	556000	5215	Uniforms	\$500.00	<i>2,000</i>
1155215	561005	5215	Office Supplies	\$31,778.00	<i>10,000</i>
1155215	561085	5215	Vehicle Supplies	\$0.00	<i>3,000</i>
1155215	562020	5215	Fuel & Lub	\$5,000.00	<i>18,288.12</i>
1155215	583053	5215	Noncash Grants/Awards	\$25,000.00	
				\$86,272.00	\$ 43,288.12

129,560.12

129,560.12

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:

**To adjust FY23 ROAP revenues and expenditures
to reflect revised State Allocations**

Prepared by: Kristy Livengood
Date: 9/20/2022

BUDGET INFORMATION:

[illegible]

Anna F. Bumgarner

Sep 22, 2022

FY 23

EDTAP

EMPL

RGP

TOTAL

Haywood	76,326	15,472	69,306	\$	161,104
Henderson	99,272	24,844	71,873	\$	195,989
Hertford	59,954	8,059	61,896	\$	129,909
Hoke	62,436	13,638	57,859	\$	133,933
Hyde	48,940	4,415	44,584	\$	97,939
Iredell	105,017	38,728	94,775	\$	238,520
Jackson	64,850	11,945	73,248	\$	150,043
Johnston	106,713	40,495	159,919	\$	307,127
Jones	52,438	4,703	48,571	\$	105,712
Lee	70,075	16,388	92,375	\$	178,838
Lenoir	78,970	16,156	93,870	\$	188,996
Lincoln	81,381	20,480	101,192	\$	203,053
Macon	65,571	10,440	70,393	\$	146,404
Madison	57,289	7,099	56,525	\$	120,913
Martin	59,440	8,340	61,747	\$	129,527
McDowell	72,219	12,414	80,559	\$	165,192
Mecklenburg	302,829	225,159	48,566	\$	576,554
Mitchell	55,364	6,164	53,552	\$	115,080
Montgomery	59,711	8,438	64,769	\$	132,918
Moore	90,234	21,928	120,262	\$	232,424
Nash	89,295	26,006	81,119	\$	196,420
New Hanover	125,053	50,761	43,440	\$	219,254
Northampton	60,967	7,592	59,538	\$	128,097
Onslow	103,190	39,053	105,702	\$	247,945
Orange	86,346	31,670	74,327	\$	192,343
Pamlico	53,935	5,342	51,317	\$	110,594
Pasquotank	63,295	12,632	76,581	\$	152,508
Pender	72,062	14,977	85,222	\$	172,261
Perquimans	54,298	5,569	51,601	\$	111,468
Person	65,181	11,640	75,481	\$	152,302
Pitt	104,421	42,448	85,515	\$	232,384
Polk	56,925	6,731	58,078	\$	121,734
Randolph	103,696	33,804	149,850	\$	287,350
Richmond	73,064	13,420	82,068	\$	168,552
Robeson	108,448	35,050	161,962	\$	305,460
Rockingham	95,170	23,879	125,218	\$	244,267
Rowan	107,337	33,629	88,613	\$	229,579
Rutherford	83,811	18,173	101,502	\$	203,486
Sampson	75,464	17,165	97,483	\$	190,112
Scotland	66,878	11,628	72,445	\$	150,951
Stanly	73,738	15,578	94,869	\$	184,185
Stokes	68,477	12,730	72,193	\$	153,400
Surry	82,261	18,384	106,884	\$	207,529
Swain	52,593	6,815	48,303	\$	107,711
Transylvania	65,080	9,460	69,412	\$	143,952
Tyrrell	48,373	3,700	43,296	\$	95,369
Union	103,339	47,095	89,725	\$	240,159

Account Inquiry [Rowan County]

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Excel



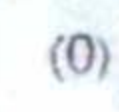
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Email



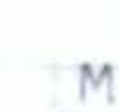
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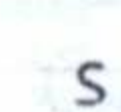
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Detail



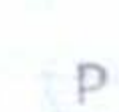
Months



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Totals

Project
StringsUser Defined
Fields

Account

Fund 1010 ... GEN FD
 Org 1144529 ... OPER REV
 Object 434121 ... EMPL TRANS
 Project 64520 ... ROAP GRANT

Acct 1010-45-4500-4500-4529-0000-000-4-434121-64520

Acct name DOT EMPLOYMENT TRANSPORT - FED

Account Notes

Type

Revenue

Status

Active

Rollup

Sub-Rollup

☐ MultiYr Fund

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2023/01

Fiscal Year 2023

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2024

Original Budget

-35,243.00

.00

.00

.00

Transfers In

.00

-35,243.00

.00

.00

Transfers Out

.00

.00

.00

.00

Revised Budget

-35,243.00

-35,243.00

.00

.00

Actual (Memo)

.00

-35,243.00

.00

.00

Encumbrances

.00

.00

.00

.00

Requisitions

.00

.00

Available

-35,243.00

.00

.00

.00

Percent used

.00

100.00

.00

.00

90,970.000 +
 109,822.000 +
 35,243.000 +
 236,035.000 *

0.000 *

236,035.000 +
 229,579.000 -
 6,456.000 *

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Display detail information for current account.

Account Inquiry [Rowan County]

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Back



Search



Browse



Output



Print



Display



PDF



Save



Excel



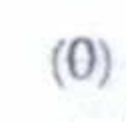
Word



Email



Schedule



(0) Attach



Detail



Months



Seg Find



Totals

Project
StringsUser Defined
Fields

Account

Fund 1010 ... GEN FD
 Org 1144529 ... OPER REV
 Object 434124 ... RGP TRANSP
 Project 64520 ... ROAP GRANT

Acct 1010-45-4500-4500-4529-0000-000-4-434124-64520

Acct name DOT RGP TRANSPORTATION - FED

Type

Revenue

Status

Active

Rollup

Sub-Rollup

☐ MultiYr Fund

Account Notes

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2023/01

Fiscal Year 2023

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2024

Original Budget

-90,970.00

.00

.00

.00

Transfers In

.00

-90,970.00

.00

.00

Transfers Out

.00

.00

.00

.00

Revised Budget

-90,970.00

-90,970.00

.00

.00

Actual (Memo)

.00

-90,970.00

.00

.00

Encumbrances

.00

.00

.00

.00

Requisitions

.00

.00

Available

-90,970.00

.00

.00

.00

Percent used

.00

100.00

.00

.00

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1 of 1

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Display detail information for current account.

Account Inquiry [Rowan County]

T



Back



Search



Browse



Output



Print



Display



PDF



Save



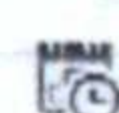
Excel



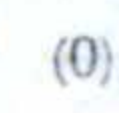
Word



Email



Schedule



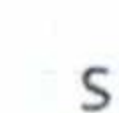
(0) Attach



Detail



Months



Seg Find



Totals

Project
StringsUser Defined
Fields

Account

Fund 1010 ... GEN FD
 Org 1144529 ... OPER REV
 Object 434125 ... E&D TRANSP
 Project 64520 ... ROAP GRANT

Acct 1010-45-4500-4500-4529-0000-000-4-434125-64520
 Acct name DOT E&D TRANSPORT - FED
 Type Revenue
 Rollup ...
 Sub-Rollup ...
☐ MultiYr Fund

Account Notes

4 YEAR COMPARISON

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2023/01

Fiscal Year 2023

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2024

Original Budget

-109,822.00

.00

.00

.00

Transfers In

.00

-109,822.00

.00

.00

Transfers Out

.00

.00

.00

.00

Revised Budget

-109,822.00

-109,822.00

.00

.00

Actual (Memo)

.00

-109,822.00

.00

.00

Encumbrances

.00

.00

.00

.00

Requisitions

.00

.00

Available

-109,822.00

.00

.00

.00

Percent used

.00

100.00

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1 of 1

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Display detail information for current account.

Account Inquiry [Rowan County]

T

Back
 Search
 Browse
 Output
 Print
 Display
 PDF
 Save
 Excel
 Word
 Email
 Schedule
 (0) Attach
 Detail
 Months
 Seg Find
 Totals
 Project Strings
 User Defined Fields

Account

Fund 1010 ... GEN FD
 Org 1154529 ... OPER EXP
 Object 543020 ... R&M-VEHIC
 Project ...

Acct 1010-45-4500-4500-4529-0000-000-5-543020-
 Acct name R&M - VEHICLES
 Type Expense Status Active
 Rollup ...
 Sub-Rollup ...
☐ MultiYr Fund

Account Notes

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

Yr/Per 2023/01

Fiscal Year 2023

Fiscal Year 2022

Fiscal Year 2021

Fiscal Year 2024

Original Budget	84,000.00		84,000.00		84,000.00		.00	
Transfers In	322,379.00		324,845.00		.00		.00	
Transfers Out	.00		-10,000.00		.00		.00	
Revised Budget	406,379.00		398,845.00		84,000.00		.00	
Actual (Memo)	20,653.15		80,578.69		55,871.88		.00	
Encumbrances	43,541.43		.00		.00		.00	
Requisitions	.00						.00	
Available	342,184.42		318,266.31		28,128.12		.00	
Percent used	15.80		20.20		66.51		.00	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

Reverse System Year End Entry 823

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	1143390-495000		864,892.97
Other Professional Services	E	1155110-533000		0.01
C/A - Road Animal Shelter	E	1154112-575045		151,936.75
C/A - Bldg	E	1154135-573000		421,000.01
C/A Furn&Equip	E	1156110-575090		59,200.00
C/A Furn&Equip	E	1154134-575090		32,679.94
Consulting Services	E	1154112-532017		41,616.59
Woodleaf Community Park	E	1154112-583114		2,888.02
Contracted Services	E	1154134-533001		2,876.00
R&M Building	E	1154134-543005		13,895.00
C/A - Bldg	E	1154134-573000		1.00
F/A - Furn & Equip	E	1154134-576030		1,515.50
C/A Furn&Equip	E	1154135-575090		14,097.05
F/A - Furn & Equip	E	1154135-576030		1,815.00
Consulting Services	E	1154160-532017		67,480.00
Consulting Services	E	1154805-532017		28,123.00
F/A - Furn & Equip	E	1156230-576030		3,769.00
Debt Issuance Cost	E	1159100-590063		22,000.00
C/A Furn&Equip	E	1154420-575090		0.10
State Govnt Grant Revenue	R	1144955-434000		10,000.00
Grant Expenditures	E	1154955-585000		10,000.00
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <input checked="" type="checkbox"/>		Approved: _____	Budget Revision # <u>03-587</u>	
Disapproved: <input type="checkbox"/>		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>Sep 25, 2022</u>		Date: _____	Posted by: _____	
Signature: <u>Anna R. Bumgarner</u>		Signature: _____	Approved by: _____	

Link	YEAR	PER	JOURNAL	LINE	SOURCE	ORG	OBJECT	PROJECT	ACCOUNT	COMMENT	DR/CR	AMOUNT
View	2023		1	823	1 BUA	1154112	532017		1010-41-4100-4112-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	41,616.59
View	2023		1	823	2 BUA	1154112	575045		1010-41-4100-4112-0000-0000-000-5-575045-	ENCUMBRANCE CARRY FORWARD 2023	D	151,936.75
View	2023		1	823	3 BUA	1154112	583114		1010-41-4100-4112-0000-0000-000-5-583114-	ENCUMBRANCE CARRY FORWARD 2023	D	2,888.02
View	2023		1	823	4 BUA	1154134	533001		1010-41-4134-4134-0000-0000-000-5-533-001-	ENCUMBRANCE CARRY FORWARD 2023	D	2,876.00
View	2023		1	823	5 BUA	1154134	543005		1010-41-4134-4134-0000-0000-000-5-543-005-	ENCUMBRANCE CARRY FORWARD 2023	D	13,895.00
View	2023		1	823	6 BUA	1154134	573000		1010-41-4134-4134-0000-0000-000-5-5730-00-	ENCUMBRANCE CARRY FORWARD 2023	D	1.00
View	2023		1	823	7 BUA	1154134	575090		1010-41-4134-4134-0000-0000-000-5-5750-90-	ENCUMBRANCE CARRY FORWARD 2023	D	32,679.94
View	2023		1	823	8 BUA	1154134	576030		1010-41-4134-4134-0000-0000-000-5-5760-30-	ENCUMBRANCE CARRY FORWARD 2023	D	1,515.50
View	2023		1	823	9 BUA	1154135	573000		1010-41-4135-4135-0000-0000-000-5-5730-00-	ENCUMBRANCE CARRY FORWARD 2023	D	421,000.01
View	2023		1	823	10 BUA	1154135	575090		1010-41-4135-4135-0000-0000-000-5-575090-	ENCUMBRANCE CARRY FORWARD 2023	D	14,097.05
View	2023		1	823	11 BUA	1154135	576030		1010-41-4135-4135-0000-0000-000-5-5760-30-	ENCUMBRANCE CARRY FORWARD 2023	D	1,815.00
View	2023		1	823	12 BUA	1154160	532017		1010-41-4160-4160-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	67,480.00
View	2023		1	823	13 BUA	1154420	575090		1010-42-4245-4400-4420-0000-000-5-5750-90-	ENCUMBRANCE CARRY FORWARD 2023	D	0.10
View	2023		1	823	14 BUA	1154805	532017		1010-48-4800-4805-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	28,123.00
View	2023		1	823	15 BUA	1154955	585000		1010-48-4850-4950-4955-0000-000-5-585000-	ENCUMBRANCE CARRY FORWARD 2023	D	10,000.00
View	2023		1	823	16 BUA	1155110	533000		1010-51-5100-5100-5110-0000-000-5-533000-	ENCUMBRANCE CARRY FORWARD 2023	D	0.01
View	2023		1	823	17 BUA	1156110	575090		1010-61-6100-6100-6110-0000-000-5-575090-	ENCUMBRANCE CARRY FORWARD 2023	D	59,200.00
View	2023		1	823	18 BUA	1156230	576030		1010-61-6120-6200-6230-0000-000-5-576030-	ENCUMBRANCE CARRY FORWARD 2023	D	3,769.00
View	2023		1	823	19 BUA	1159100	590063		1010-91-9100-9100-0000-0000-000-5-590063-	ENCUMBRANCE CARRY FORWARD 2023	D	22,000.00
View	2023		1	823	20 BUA	2254215	575000		2020-42-4200-4330-4215-0000-000-5-5750-00-	ENCUMBRANCE CARRY FORWARD 2023	D	75,876.75
View	2023		1	823	21 BUA	5156010	590003		5010-60-6000-6000-6010-0000-000-5-590003-	ENCUMBRANCE CARRY FORWARD 2023	D	2,553.61
View	2023		1	823	22 BUA	6154720	534005		6010-47-4700-4700-4720-0000-000-5-534005-	ENCUMBRANCE CARRY FORWARD 2023	D	7,875.00
View	2023		1	823	23 BUA	6154720	574011		6010-47-4700-4700-4720-0000-000-5-574011-	ENCUMBRANCE CARRY FORWARD 2023	D	166,874.32
View	2023		1	823	24 BUA	6354550	533064		6030-45-4500-4540-4550-0000-000-5-533064-	ENCUMBRANCE CARRY FORWARD 2023	D	213,282.69
View	2023		1	823	25 BUA	6354550	574069		6030-45-4500-4540-4550-0000-000-5-574069-	ENCUMBRANCE CARRY FORWARD 2023	D	287.70
View	2023		1	823	26 BUA	6354560	532017		6030-45-4500-4540-4560-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	8,001.00
View	2023		1	823	27 BUA	6354560	573011		6030-45-4500-4540-4560-0000-000-5-573011-	ENCUMBRANCE CARRY FORWARD 2023	D	1,198,914.69
View	2023		1	823	28 BUA	6557510	532010		6050-75-7510-7500-7510-0000-000-5-532010-	ENCUMBRANCE CARRY FORWARD 2023	D	13,000.96
View	2023		1	823	29 BUA	6557510	533001		6050-75-7510-7500-7510-0000-000-5-533001-	ENCUMBRANCE CARRY FORWARD 2023	D	47,522.50
View	2023		1	823	30 BUA	6557510	573025		6050-75-7510-7500-7510-0000-000-5-573025-	ENCUMBRANCE CARRY FORWARD 2023	D	564,840.65
View	2023		1	823	31 BUA	6557510	590021		6050-75-7510-7500-7510-0000-000-5-590021-	ENCUMBRANCE CARRY FORWARD 2023	D	95,000.00
View	2023		1	823	32 BUA	7354119	574000		7030-41-4100-4112-4119-0000-000-5-574000-	ENCUMBRANCE CARRY FORWARD 2023	D	100,000.00
View	2023		1	823	33 BUA	11	306000		1010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	874,892.97
View	2023		1	823	34 BUA	22	306000		2020-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	75,876.75
View	2023		1	823	35 BUA	51	306000		5010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	2,553.61
View	2023		1	823	36 BUA	61	306000		6010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	174,749.32
View	2023		1	823	37 BUA	63	306000		6030-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	1,420,486.08
View	2023		1	823	38 BUA	65	306000		6050-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	720,364.11
View	2023		1	823	39 BUA	73	306000		7030-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	100,000.00
View	2023		1	823	40 BUA	11	396000		1010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	874,892.97
View	2023		1	823	41 BUA	22	396000		2020-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	75,876.75
View	2023		1	823	42 BUA	51	396000		5010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	2,553.61
View	2023		1	823	43 BUA	61	396000		6010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	174,749.32
View	2023		1	823	44 BUA	63	396000		6030-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	1,420,486.08
View	2023		1	823	45 BUA	65	396000		6050-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	720,364.11
View	2023		1	823	46 BUA	73	396000		7030-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	100,000.00

Sharpless, Teresa F.

From: Vestal, Michael B
Sent: Thursday, September 22, 2022 10:46 AM
To: Sharpless, Teresa F.
Subject: RE: Support Case Confirmation 9660872 CRM:056214959035

Below is Rob from Tyler's response after the call yesterday.

Robert McKinney Michael Vestal

Michael,

Thank you for taking the time to connect with me.

To recap, we saw that when you did your Fiscal Year-End Close, Munis took the amount from your open contracts and created a Reclassify Journal to move those amounts over to your Reserved for Encumbrances account. When you Opened your new fiscal year, those amounts were moved back to your Fund balance, which is why the amount in your new year is more than your prior year. The system is working as designed.

As for the budget that rolled forward, you had the setting checked in your General Ledger Settings to create a carryforward BUA for encumbrances. This is created regardless of the settings you have selected in any other Settings programs.

I will set this case to Waiting for Customer to Close. Please let me know if you have any additional questions!

Respectfully,

Rob McKinney
Software Support Specialist
Tyler Technologies
800-772-2260 ext. 6143

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Thursday, September 22, 2022 10:42 AM
To: Vestal, Michael B <Michael.Vestal@rowancountync.gov>
Subject: RE: Support Case Confirmation 9660872 CRM:056214959035

Hi Mike,

Can you send me the latest update on this case? I am going to use it as backup for the BA we are working on to fix it. Thanks!

Teresa

From: Vestal, Michael B <Michael.Vestal@rowancountync.gov>
Sent: Saturday, September 17, 2022 11:28 AM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Sharpless, Teresa F.

<Teresa.Sharpless@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Peter Molleur <petermolleur@yahoo.com>

Subject: FW: Support Case Confirmation 9660872 CRM:056214959035

Hi all,

I have created the support case with Tyler and will update you all as I get updates.

Thanks,
Mike

From: DynamicsCRM2 <DynamicsCRM2@tylertech.com>

Sent: Saturday, September 17, 2022 11:24 AM

To: Vestal, Michael B <Michael.Vestal@rowancountync.gov>

Subject: Support Case Confirmation 9660872 CRM:056214959035

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

This is to confirm we have received your request for assistance. Your case will be assigned to the first available support analyst.

Description of the issue: FY Close balance sheet

You may update, view additional information or check the status about case 9660872 through our support website.

Thank you for using our web support customer portal.

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Reverse System Year End Entry 823

[illegible]

Link	YEAR	PER	JOURNAL	LINE	SOURCE	ORG	OBJECT	PROJECT	ACCOUNT	COMMENT	DR/CR	AMOUNT
View	2023		1	823	1 BUA	1154112	532017		1010-41-4100-4112-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	41,616.59
View	2023		1	823	2 BUA	1154112	575045		1010-41-4100-4112-0000-0000-000-5-575045-	ENCUMBRANCE CARRY FORWARD 2023	D	151,936.75
View	2023		1	823	3 BUA	1154112	583114		1010-41-4100-4112-0000-0000-000-5-583114-	ENCUMBRANCE CARRY FORWARD 2023	D	2,888.02
View	2023		1	823	4 BUA	1154134	533001		1010-41-4134-4134-0000-0000-000-5-533-001-	ENCUMBRANCE CARRY FORWARD 2023	D	2,876.00
View	2023		1	823	5 BUA	1154134	543005		1010-41-4134-4134-0000-0000-000-5-543-005-	ENCUMBRANCE CARRY FORWARD 2023	D	13,895.00
View	2023		1	823	6 BUA	1154134	573000		1010-41-4134-4134-0000-0000-000-5-5730-00-	ENCUMBRANCE CARRY FORWARD 2023	D	1.00
View	2023		1	823	7 BUA	1154134	575090		1010-41-4134-4134-0000-0000-000-5-5750-90-	ENCUMBRANCE CARRY FORWARD 2023	D	32,679.94
View	2023		1	823	8 BUA	1154134	576030		1010-41-4134-4134-0000-0000-000-5-5760-30-	ENCUMBRANCE CARRY FORWARD 2023	D	1,515.50
View	2023		1	823	9 BUA	1154135	573000		1010-41-4135-4135-0000-0000-000-5-5730-00-	ENCUMBRANCE CARRY FORWARD 2023	D	421,000.01
View	2023		1	823	10 BUA	1154135	575090		1010-41-4135-4135-0000-0000-000-5-575090-	ENCUMBRANCE CARRY FORWARD 2023	D	14,097.05
View	2023		1	823	11 BUA	1154135	576030		1010-41-4135-4135-0000-0000-000-5-5760-30-	ENCUMBRANCE CARRY FORWARD 2023	D	1,815.00
View	2023		1	823	12 BUA	1154160	532017		1010-41-4160-4160-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	67,480.00
View	2023		1	823	13 BUA	1154420	575090		1010-42-4245-4400-4420-0000-000-5-5750-90-	ENCUMBRANCE CARRY FORWARD 2023	D	0.10
View	2023		1	823	14 BUA	1154805	532017		1010-48-4800-4805-0000-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	28,123.00
View	2023		1	823	15 BUA	1154955	585000		1010-48-4850-4950-4955-0000-000-5-585000-	ENCUMBRANCE CARRY FORWARD 2023	D	10,000.00
View	2023		1	823	16 BUA	1155110	533000		1010-51-5100-5100-5110-0000-000-5-533000-	ENCUMBRANCE CARRY FORWARD 2023	D	0.01
View	2023		1	823	17 BUA	1156110	575090		1010-61-6100-6100-6110-0000-000-5-575090-	ENCUMBRANCE CARRY FORWARD 2023	D	59,200.00
View	2023		1	823	18 BUA	1156230	576030		1010-61-6120-6200-6230-0000-000-5-576030-	ENCUMBRANCE CARRY FORWARD 2023	D	3,769.00
View	2023		1	823	19 BUA	1159100	590063		1010-91-9100-9100-0000-0000-000-5-590063-	ENCUMBRANCE CARRY FORWARD 2023	D	22,000.00
View	2023		1	823	20 BUA	2254215	575000		2020-42-4200-4330-4215-0000-000-5-5750-00-	ENCUMBRANCE CARRY FORWARD 2023	D	75,876.75
View	2023		1	823	21 BUA	5156010	590003		5010-60-6000-6000-6010-0000-000-5-590003-	ENCUMBRANCE CARRY FORWARD 2023	D	2,553.61
View	2023		1	823	22 BUA	6154720	534005		6010-47-4700-4700-4720-0000-000-5-534005-	ENCUMBRANCE CARRY FORWARD 2023	D	7,875.00
View	2023		1	823	23 BUA	6154720	574011		6010-47-4700-4700-4720-0000-000-5-574011-	ENCUMBRANCE CARRY FORWARD 2023	D	166,874.32
View	2023		1	823	24 BUA	6354550	533064		6030-45-4500-4540-4550-0000-000-5-533064-	ENCUMBRANCE CARRY FORWARD 2023	D	213,282.69
View	2023		1	823	25 BUA	6354550	574069		6030-45-4500-4540-4550-0000-000-5-574069-	ENCUMBRANCE CARRY FORWARD 2023	D	287.70
View	2023		1	823	26 BUA	6354560	532017		6030-45-4500-4540-4560-0000-000-5-532017-	ENCUMBRANCE CARRY FORWARD 2023	D	8,001.00
View	2023		1	823	27 BUA	6354560	573011		6030-45-4500-4540-4560-0000-000-5-573011-	ENCUMBRANCE CARRY FORWARD 2023	D	1,198,914.69
View	2023		1	823	28 BUA	6557510	532010		6050-75-7510-7500-7510-0000-000-5-532010-	ENCUMBRANCE CARRY FORWARD 2023	D	13,000.96
View	2023		1	823	29 BUA	6557510	533001		6050-75-7510-7500-7510-0000-000-5-533001-	ENCUMBRANCE CARRY FORWARD 2023	D	47,522.50
View	2023		1	823	30 BUA	6557510	573025		6050-75-7510-7500-7510-0000-000-5-573025-	ENCUMBRANCE CARRY FORWARD 2023	D	564,840.65
View	2023		1	823	31 BUA	6557510	590021		6050-75-7510-7500-7510-0000-000-5-590021-	ENCUMBRANCE CARRY FORWARD 2023	D	95,000.00
View	2023		1	823	32 BUA	7354119	574000		7030-41-4100-4112-4119-0000-000-5-574000-	ENCUMBRANCE CARRY FORWARD 2023	D	100,000.00
View	2023		1	823	33 BUA	11	306000		1010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	874,892.97
View	2023		1	823	34 BUA	22	306000		2020-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	75,876.75
View	2023		1	823	35 BUA	51	306000		5010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	2,553.61
View	2023		1	823	36 BUA	61	306000		6010-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	174,749.32
View	2023		1	823	37 BUA	63	306000		6030-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	1,420,486.08
View	2023		1	823	38 BUA	65	306000		6050-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	720,364.11
View	2023		1	823	39 BUA	73	306000		7030-00-0000-0000-0000-0000-000-0-306000-	ENCUMBRANCE CARRY FORWARD 2023	C	100,000.00
View	2023		1	823	40 BUA	11	396000		1010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	874,892.97
View	2023		1	823	41 BUA	22	396000		2020-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	75,876.75
View	2023		1	823	42 BUA	51	396000		5010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	2,553.61
View	2023		1	823	43 BUA	61	396000		6010-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	174,749.32
View	2023		1	823	44 BUA	63	396000		6030-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	1,420,486.08
View	2023		1	823	45 BUA	65	396000		6050-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	720,364.11
View	2023		1	823	46 BUA	73	396000		7030-00-0000-0000-0000-0000-000-0-396000-	ENCUMBRANCE CARRY FORWARD 2023	D	100,000.00

Sharpless, Teresa F.

From: Vestal, Michael B
Sent: Thursday, September 22, 2022 10:46 AM
To: Sharpless, Teresa F.
Subject: RE: Support Case Confirmation 9660872 CRM:056214959035

Below is Rob from Tyler's response after the call yesterday.

Robert McKinney Michael Vestal

Michael,

Thank you for taking the time to connect with me.

To recap, we saw that when you did your Fiscal Year-End Close, Munis took the amount from your open contracts and created a Reclassify Journal to move those amounts over to your Reserved for Encumbrances account. When you Opened your new fiscal year, those amounts were moved back to your Fund balance, which is why the amount in your new year is more than your prior year. The system is working as designed.

As for the budget that rolled forward, you had the setting checked in your General Ledger Settings to create a carryforward BUA for encumbrances. This is created regardless of the settings you have selected in any other Settings programs.

I will set this case to Waiting for Customer to Close. Please let me know if you have any additional questions!

Respectfully,

Rob McKinney
Software Support Specialist
Tyler Technologies
800-772-2260 ext. 6143

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Thursday, September 22, 2022 10:42 AM
To: Vestal, Michael B <Michael.Vestal@rowancountync.gov>
Subject: RE: Support Case Confirmation 9660872 CRM:056214959035

Hi Mike,

Can you send me the latest update on this case? I am going to use it as backup for the BA we are working on to fix it. Thanks!

Teresa

From: Vestal, Michael B <Michael.Vestal@rowancountync.gov>
Sent: Saturday, September 17, 2022 11:28 AM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Sharpless, Teresa F.

<Teresa.Sharpless@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Peter Molleur <petermolleur@yahoo.com>

Subject: FW: Support Case Confirmation 9660872 CRM:056214959035

Hi all,

I have created the support case with Tyler and will update you all as I get updates.

Thanks,
Mike

From: DynamicsCRM2 <DynamicsCRM2@tylertech.com>

Sent: Saturday, September 17, 2022 11:24 AM

To: Vestal, Michael B <Michael.Vestal@rowancountync.gov>

Subject: Support Case Confirmation 9660872 CRM:056214959035

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

This is to confirm we have received your request for assistance. Your case will be assigned to the first available support analyst.

Description of the issue: FY Close balance sheet

You may update, view additional information or check the status about case 9660872 through our support website.

Thank you for using our web support customer portal.

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: September 12, 2022
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

Board Appointments

Upload Date

9/27/2022

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
October 3, 2022
COMMISSION MEETING

CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Pat Phifer's term on this Board expires September 30, 2022 and he does not wish to be reappointed at this time. Arthur Brown applied and if approved, Mr. Brown's term will expire September 30, 2024.

DANGEROUS DOG APPEALS BOARD

Nina Dix applied for reappointment. The term would be for three (3) years and expire on October 31, 2025.

JUVENILE CRIME PREVENTION COUNCIL

Erin Moody applied to fill the remainder of a term for a General Public seat. The term will expire June 30, 2023, at which time Ms. Moody would be eligible for reappointment.

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

- Lisa Abrams applied to fill the vacant Industry seat.
- Elisabeth Strillacci applied to fill a vacant Media seat.
- Jessica Moggridge applied to fill a vacant seat for Environmental/Health/Transportation.

The LEPC approved the above applicants and recommend appointment by the Board of Commissioners. There are no term limits for these appointments.

Mr. Pleasant Arthur Brown

Rowan County | Generated 9/22/2022 @ 10:13 am by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Mr. Pleasant Arthur Brown			
Application Date	9/22/2022	Cleveland Community Volunteer Fire Department Fire Commissioners	0	Pending
Expiration Date	9/22/2024			
Board Member	Pleasant Arthur Brown			
Status	Validated			

Basic Information	Contact Information	Occupation
Name Mr. Pleasant Arthur Brown	Address 109 Maple Street Cleveland, NC 27013	Employer Retired
Have you ever been convicted of a felony? no	Resident Yes	Occupation Postal service
County of Residence Rowan	Ward/District	
	Phone 7047981443	
	Email brownleighann@hotmail.com	

Other Questions

Question #4
Are you a Rowan County Government employee?
No

Gender
What is your gender?
Male

Nina Dix

Rowan County | Generated 9/15/2022 @ 4:56 pm by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Nina Dix			
Application Date	9/15/2022	Dangerous Dog Appeals Board	0	Pending
Expiration Date	9/15/2024			
Board Member	Nina G. Dix			
Status	Validated			

Basic Information

Name

Nina Dix

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

I have been professionally training dogs for over 25 years. I have extensive experience with aggressive dogs and dogs with all types of behavior issues. I train Service Dogs/Veteran Handlers with combat PTSD, I have always been active with dogs at the Rowan Shelter and do some consulting on dogs with issues for the shelter. I have trained Rowan Shelter staff and the Volunteers on handling and recognizing dog body language to keep both handler and dog safe. I am referred by several Veterinarians in Rowan County, and beyond for clients who own dogs with behavior issues. I am administrator/trainer of the only local certified therapy dog group. I also run a rescue and help other rescues with dogs with behavior issues. I run a state licensed dog boarding and training facility in Salisbury.

Have you ever been convicted of a felony?

no

County of Residence

Rowan

Request for Waiver of Term Limits

I have many hours of Volunteer service to Salisbury and the Rowan County in animal welfare and education. I would like to volunteer for this board at the maximum amount of time allowable if I can help.

Contact Information

Address

495 Picker Road
Salisbury, NC 28144

Resident

Yes

Ward/District

Phone

704-213-7270

Email

dndix@bellsouth.net

Occupation

Employer

see employed

Occupation

Canine Boarding, Training and Dog Behaviorist

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Ms. Erin S. Moody, M.S.

Rowan County | Generated 9/7/2022 @ 11:24 am by OnBoard2 - Powered by ClerkBase

Status

Name Ms. Erin S. Moody, M.S.
Application Date 9/7/2022
Expiration Date 9/7/2024
Board Member Erin S. Moody, M.S.
Status Validated

Board

Juvenile Crime Prevention Council

Vacancies

4

Status

Pending

Basic Information

Name

Ms. Erin S. Moody, M.S.

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

My experiences in child protective services, community leadership and civic organizations, and child advocacy work will enable me to serve on this board with great knowledge and effective strategies. I am connected throughout Rowan County with organizations serving youth and can lend my experience and networking to this cause.

Have you ever been convicted of a felony?

No.

County of Residence

Rowan

Contact Information

Address

811 5th St.
Spencer, NC 28159

Resident

Yes

Ward/District

Spencer

Phone

802-522-7729

Cell Phone

802-522-7729

Email

erin@preventchildabuserowan.org

Occupation

Employer

Terrie Hess Child Advocacy Center

Occupation

Prevention & Outreach
Coordinator, Forensic Interviewer

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Capt. Lisa Abrams

Rowan County | Generated 7/22/2022 @ 8:37 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Capt. Lisa Abrams			
Application Date	7/21/2022	Local Emergency Planning Committee	5	Pending
Expiration Date	7/21/2024			
Board Member	Lisa Abrams			
Status	Validated			

Basic Information

Name
Capt. Lisa Abrams

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
339 Crown Point Drive
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
7042105702

Cell Phone
3369320222

Email
laabrams@novanthealth.org

Occupation

Employer
Novant Health

Occupation
Public Safety Manager

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Elisabeth Strillacci

Rowan County | Generated 9/27/2022 @ 11:08 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
Application Date	Elisabeth Strillacci	Local Emergency Planning Committee	6	Pending
Expiration Date	9/27/2022			
Board Member	9/27/2024			
	Elisabeth Strillacci			
Status	Validated			

Basic Information

Name

Elisabeth Strillacci

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

I've been a journalist for 32 years, have been involved in covering police, fire and courts for 20, have served on an LEP board in Connecticut for two years, and am committed to doing my part to make sure my childhood home state is prepared for anything that comes our way.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

131 W Innes Street
Salisbury, NC 28144

Resident

Yes

Ward/District

Phone

860-605-4708

Email

lizstrillacci@gmail.com

Occupation

Employer

Boone Newspaper Industries

Occupation

News Editor

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Barger, Carolyn M

From: Brown, TJ
Sent: Wednesday, August 10, 2022 4:19 PM
To: Barger, Carolyn M
Cc: Hoffner, Sylvia; Horne, Deborah K.; Cress, Allen
Subject: LEPC Application

Carolyn,

You will see an application for Jessica Moggridge for LEPC. She works for Granges a local company and they would like to begin participating in the LEPC. There is an open seat for Industry. She lives out of county, so I didn't want the application to be dropped, simply because of that.

Thanks,



TJ Brown | Deputy Chief
Emergency Services
EMS & Fire Division
2727 Old Concord Rd, Salisbury, NC, 28146-8388
9-1-1 & EM Division
1090 Corporate Center Dr, Salisbury, NC, 28146-8626
[p] 704-216-8918 [c] 704-798-3881 [f] 704-216-7994
www.rowancountync.gov/es

"The single biggest problem with communication is the illusion that it has taken place" - George Bernard Shaw

"Do you want to know who you are? Don't ask. Act! Action will delineate and define you." - Thomas Jefferson

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Jessica Moggridge

Rowan County | Generated 8/12/2022 @ 10:40 pm by OnBoard2 - Powered by ClerkBase

Status

Name Jessica Moggridge
Application Date 8/10/2022
Expiration Date 8/10/2024
Board Member Jessica Moggridge
Status Validated

Board

Local Emergency Planning Committee

Vacancies

5

Status

Pending

Basic Information

Name

Jessica Moggridge

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

EHS Manager for Granges Americas for 3+ years

Have you ever been convicted of a felony?

No

County of Residence

Iredell

Contact Information

Address

1709 JAKE ALEXANDER BLVD.
SALISBURY, NC 28146

Resident

Yes

Ward/District

Phone

7046374548

Email

jessica.moggridge@granges.com

Occupation

Employer

Granges Americas

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

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: September 27, 2022
SUBJECT: To Consider Approval of Closed Session Minutes

The Board is asked 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 September 19, 2022. test test test

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: September 27, 2022
SUBJECT: Attorney-Client Privileged Communication

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 regarding a lease at the Airport.