

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



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

Rowan County Board of Commissioners

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

March 21, 2022 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

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

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

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

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

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the March 7, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

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

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

2. SPECIAL RECOGNITION

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

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

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

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

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

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

The Proclamation was approved as follows:

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

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

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

B. Proclamation for 20th Annual Meals on Wheels Month

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

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

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

The Proclamation was approved as follows:

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

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

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

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

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

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

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

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

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

3. PUBLIC COMMENT PERIOD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

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

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

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

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

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

Commissioner Pierce seconded and the motion passed unanimously.

Discussion ensued for conditions of approval as follows:

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

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

5. PUBLIC HEARING: ADDRESSING ORDINANCE AMENDMENTS

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

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

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

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

The text was presented/approved as follows:

ARTICLE I. IN GENERAL

Secs. 19.5-1—19.5-25. Reserved.

ARTICLE II. ROAD NAME, ROAD SIGN AND ADDRESS DISPLAY

Sec. 19.5-26. Title.

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

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

Sec. 19.5-27. Purpose and intent.

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

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

Sec. 19.5-28. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Telecommunication department means the Public Safety 911 Communications Center.

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

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

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

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

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

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

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

The APA has the authority under special circumstances to name any road with less than three (3) structures to carry out the purpose and intent of this ordinance.

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

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

Sec. 19.5-31. Appeal procedures.

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

Appendix B

Road Suffixes and Accepted* Abbreviations

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

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

Road Suffix	Accepted Abbreviation
Alley	Aly
Annex	Anx
Avenue	Ave Av
Boulevard	Blvd
Causeway	Cswy
Circle	Cir
Court	Ct
Drive	Dr

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

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

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

Secondary Unit Designators and Accepted* Abbreviations

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

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

Sec. 19.5-34 32. Address Assignment procedures.

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

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

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

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

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

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

Sec. 19.5-32 33. Administration and jurisdiction.

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

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

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

Sec. 19.5-34 35. Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Resolution was approved as follows:

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

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

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

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

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

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

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

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

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

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

9. FINANCIAL REPORTS

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

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

10. BUDGET AMENDMENTS

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

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

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

11. CLOSED SESSION

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

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

12. ADJOURNMENT

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

Respectfully Submitted,



Carolyn Barger, MMC, NCMCC
Clerk to the Board

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

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

C. Barger
3/21/2022

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

Dear Chairman Edds,

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



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

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



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

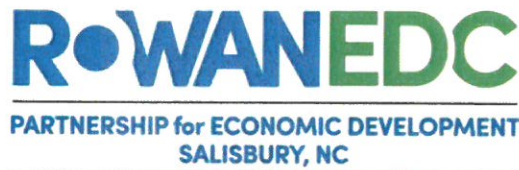
Normally, requests to purchase County-owned property are subject to the upset bid process. Based on the potential impact of this project, the Rowan EDC requests that the Board of Commissioners consider conveyance of this property for economic development purposes utilizing North Carolina General Statute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

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

Yours truly,

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

Scott Shelton
Vice President



Be an original.

Addition to the
Consent Agenda
as Item U

C. Barger
3/21/2022

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

Dear Chairman Edds,

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

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

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

Yours truly,

Scott Shelton

Scott Shelton
Vice President

The Veterans Social Center

Sponsored by The High Road, Inc.



The High Road Inc.

Addition to the
Consent Agenda as
Item V
C. Young
3/21/22

The Veterans Social Center



The High Road Inc.

If You Recall...

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



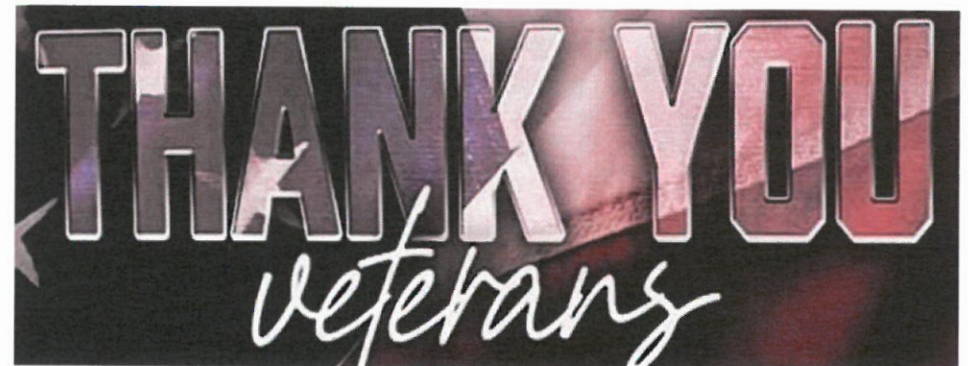
The Veterans Social Center



The High Road Inc.

Mission

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



The Veterans Social Center



The High Road Inc.

We've Made Progress!

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



The Veterans Social Center



The High Road Inc.



The Veterans Social Center



The High Road Inc.

So Far...

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



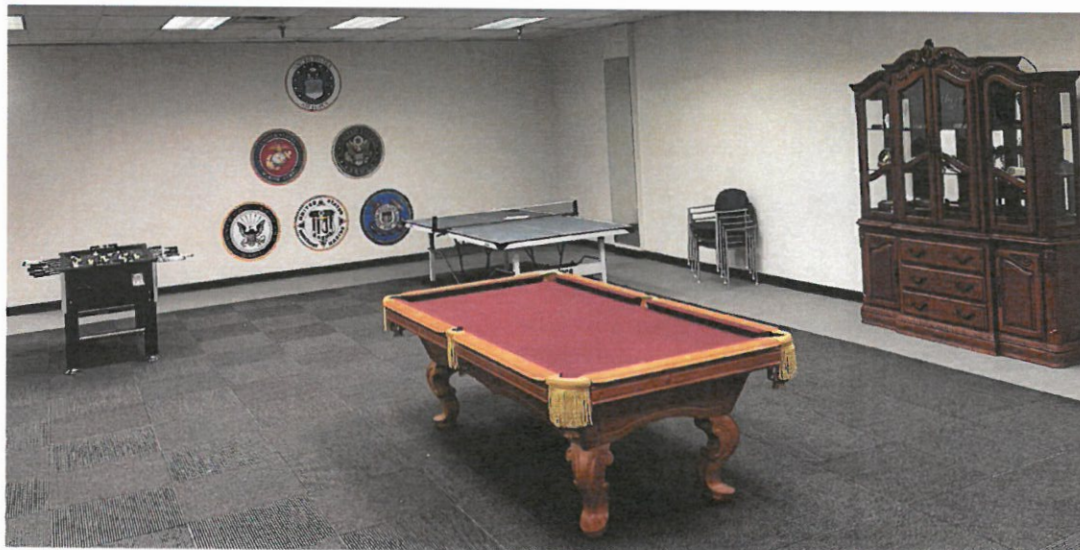
The Veterans Social Center



The High Road Inc.

What We Need?

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



The Veterans Social Center



The High Road Inc.

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

Contact us at:
thehighroad2021@gmail.com



Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

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

Addition to
Consent Agenda
as Item W

C. Bauger
3/21/2022

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

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

Re: Release of Request for Qualifications for Woodleaf Community Park

Date: March 21, 2022

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

Attached is the draft RFQ.

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

ROWAN COUNTY

NORTH CAROLINA



ROWAN COUNTY
PARKS & RECREATION
Be an original.

IMPORTANT DATES:

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

1.0 INTRODUCTION

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

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

1.1 PURPOSE

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

2.0 PROJECT DESCRIPTION

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

2.1 SCOPE OF SERVICES

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

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

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

3.0 SELECTION PROCESS/PROCEDURE

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

3.1 Advertisement

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

3.2 Acknowledgment/Addenda

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

- Name of Firm
- Contact Name telephone number and email

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

3.3 Inquiries/Questions

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

3.4 Selection Process

A. Selection without Interviews

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

B. Selection with Interviews

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

C. Notification

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

D. Board Approval and Contract Execution

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

3.5 Team Composition

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

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

4.0 SELECTION CRITERIA

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

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

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

5.0 SUBMITTAL REQUIREMENTS

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

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

5.1 Firm Information (2 pages maximum)

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

5.2 Individual Qualifications/Experience (7 pages maximum)

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

5.3 Similar Projects Experience (7 pages maximum)

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

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

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

6.0 SUBMITTAL DEADLINE

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

Rowan County

Attn: Anna Bumgarner

130 W. Innes Street

Suite 31

Salisbury, NC 28144

Phone: 704-216-8174

anna.bumgarner@rowancountync.gov

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

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

7.0 GENERAL INFORMATION

7.1 Submittal Ownership and Costs

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

7.2 Non-Warranty of Request for Qualifications

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

7.3 Request for Clarification

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

7.4 Acceptance/Rejection of Submittals

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

7.5 Collusion

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

7.6 Consideration of Submittals

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

7.7 Insurance and Indemnity Requirements

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

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

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

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

8.0 EQUAL EMPLOYMENT OPPORTUNITY

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

8.1 Americans with Disabilities Act (ADA) Compliance

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

8.2 Minority/Women and Small Business Enterprises

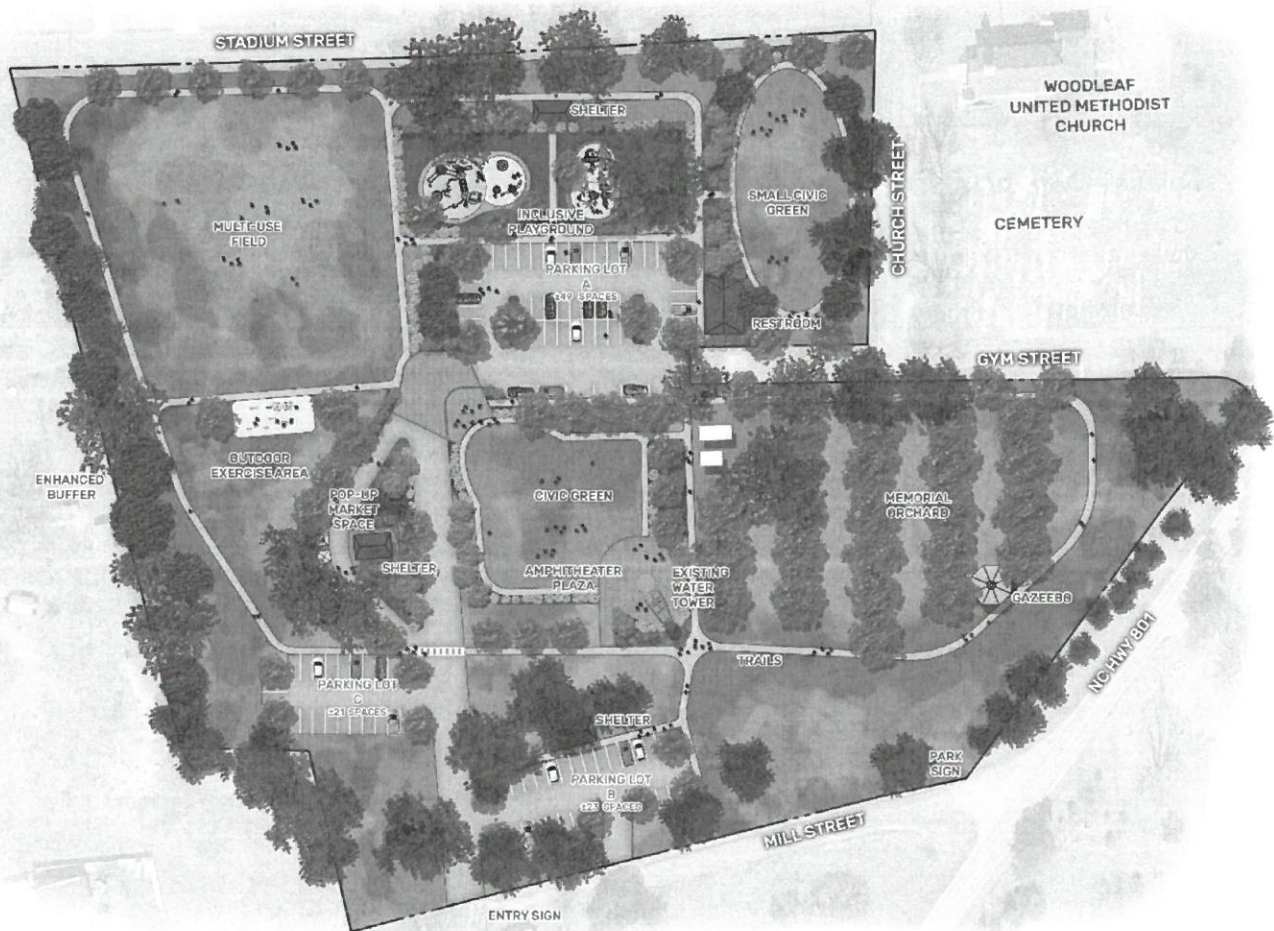
Rowan County encourages minorities, women, and small business enterprises equal opportunity to participating in all aspects of the County's contracting and procurement programs, including but not limited to employment construction development projects, and materials/services, consistent with the laws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

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

9.0 REFERENCE MATERIALS

(See proceeding attachments)

ATTACHMENT 1
Park Master Plan



Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

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

Addition to
the Consent
Agenda as
Item X

C. Barger
3/21/2022

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

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

Re: Contract with Spectrum Enterprise for Library E-Rate

Date: March 21, 2022

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

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

Attached is the contract from Spectrum Enterprises.

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



SERVICE ORDER

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

Spectrum Enterprise Contact Information

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

Customer Information

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

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

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

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

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

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

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

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	0	\$ 0.00
TOTAL*			\$0.00

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

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	0	\$ 0.00
TOTAL*			\$0.00

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

E-RATE FUNDING CONTINGENCY.

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

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

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



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

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

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



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Spectrum Enterprise

Ethernet Service Level Agreement

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

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

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

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

I. SLA Targets for Ethernet and Cloud Connect Services:

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

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

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

³ Miles and Kilometers are measured by fiber router miles.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

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

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

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

Spectrum Enterprise will classify Service problems as follows:

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

III. Service Availability:

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

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

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

IV. Mean Time to Restore (MTTR):

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

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per Service
<hr/>
Total number of Priority 1 Outage trouble tickets per Service

V. Latency / Frame Delay:

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

Latency / Frame Delay is calculated as follows:

Sum of the roundtrip delay measurements for a Service
<hr/>
Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio:

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

Packet Loss / Frame Loss Ratio is calculated as follows:

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

VII. Jitter / Frame Delay Variation:

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

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

VIII. Network Maintenance:

Maintenance Notice:

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

Maintenance Windows:

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

IX. Remedies Service Credit:

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

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

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

X. Chronic Priority 1 Outages:

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



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ROWAN PUBLIC LIBRARY

Billing Address: _____
130 Innes St
Salisbury NC 28144

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

CERTIFICATION

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

(Authorized Customer Signature) (Date Signed)

Anna Bumgarner

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: **(704) 216-8116** Email: **randy.cress@rowancountync.gov**

Spectrum Enterprise pre-service installation guide



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

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

Client project milestones

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

Spectrum Enterprise project milestones

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

Spectrum Enterprise pre-service installation details

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

Milestones

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

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

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Certificate Of Completion

Envelope Id: 9F05751A2EF9485D89893EC2765A7E3A

Status: Sent

Subject: Order form for 470# 220024895

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill Davidson

AutoNav: Enabled

bill.davidson@charter.com

Envelopeld Stamping: Disabled

IP Address: 13.110.74.8

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

Record Tracking

Status: Original

Holder: Bill Davidson

Location: DocuSign

3/18/2022 12:58:12 PM

bill.davidson@charter.com

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

Anna Bumgarner

anna.bumgarner@rowancountync.gov

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

Security Level: Email, Account Authentication
(None)

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

Electronic Record and Signature Disclosure:

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

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

Company Name: Spectrum Enterprise

John Moore

john.moore1@charter.com

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

Not Offered via DocuSign

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

Bill Davidson

bill.davidson@charter.com

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

Not Offered via DocuSign

Justin Crabtree

justin.crabtree@rowancountync.gov

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

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Randy Cress
randy.cress@rowancountync.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Oleen
melissa.oleen@rowancountync.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/18/2022 12:58:14 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Consequences of changing your mind

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

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

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

Withdraw Consent.

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

Update Contact Information.

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

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

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- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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

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

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

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