



ROWAN COUNTY COMMISSION AGENDA
November 21, 2016 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: November 7, 2016

1 Consider Approval of Consent Agenda

- A. 911 Grant Contract
- B. October 2016 Refunds
- C. State Request to Add Bayhill Drive, Greenheather Drive, Bramblewood Drive, and Saxton Circle (in Ashland Place Subdivision), to State Secondary Road System for Maintenance
- D. Healthy Places for Healthy People Grant
- E. Annual Bond Report
- F. Resolution Establishing Board of Commissioners 2017 Meeting Schedule
- G. Set Public Hearing For December 5, 2016 for Project BB3

2 Public Comment Period

3 Public Hearing For Z 11-16; Velazquez Produce

4 CUP 08-16: Quasi-Judicial Hearing for Cherry Treesort

- 5 STA 03-16: Public Hearing for Subdivision Text Amendments
- 6 Airport Funding Notification for Runway Overlay
- 7 Discussion Regarding December Meeting Schedule
- 8 Consider Setting Date for Board of Commissioners Retreat
- 9 Public Work Session for I-85 Corridor Land Use Public Workshop
- 10 Financial Report
- 11 Consider Approval of Budget Amendments
- 12 Adjournment

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

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: November 14, 2016
SUBJECT: Consider Approval of the Minutes: November 7, 2016

ATTACHMENTS:

Description	Upload Date	Type
November 7, 2016 Minutes	11/14/2016	Cover Memo

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



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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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DRAFT

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

November 7, 2016 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a Resolution in support of an upgrade to the Old Beatty Ford Road Project in Rowan County. The issue was added as agenda item #4a.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the October 17, 2016 Commission Meeting passed unanimously.

Equal Opportunity Employer



1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Proclamation for Veterans Day
- B. Apply for Parks & Recreation Trust Fund CNCB Grant
- C. Support Salisbury CDC Rehabilitation Grant Application
- D. STA 03-16: Set Public Hearing for November 21, 2016
- E. Z 11-16: Set Public Hearing for November 21, 2016
- F. CUP 08-16: Set Quasi-Judicial Hearing for November 21, 2016
- G. Airport Grant Agreement – North Apron Construction
- H. MOU – Yadkin-Pee Dee Water Management Group
- I. EMS Transition to 12 Hour Shifts Conversion to Standard Pay Grade System
- J. Relocation of Urban Trends to B7 at West End Plaza

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

3. CONSIDER APPROVAL OF NEW WESTERN ELEMENTARY SITE SELECTION

Anthony Vann, Assistant Superintendent of Operations for the Rowan-Salisbury School System, presented a request for the Board of Commissioners approval for the location of a new western elementary school. Mr. Vann said the Phase I Environmental Site Assessment (ESA) was included in the agenda packet.

Mr. Vann said the Board of Education (BOE) had approved a purchase agreement for three (3) parcels. One tract was 19.78 acres at \$12,000 per acre; one tract, which adjoins Statesville Boulevard was 7.945 acres at \$22,500 per acre; and a 2.26 acre tract with a home on it for \$32,000. Mr. Vann said the total purchase amount was \$545,722 for approximately 30 acres that adjoins the existing Cleveland Elementary School tract.

Mr. Vann mentioned the studies that had been performed by the BOE and said he was in attendance to seek the Commissioners approval of the property in order for the BOE to move forward with the project.

Commissioner Pierce inquired if there would be any conflict created by the purchase with the construction of the new Cleveland Volunteer Fire Department (VFD) that would abut to the property. Mr. Vann said he had met with the VFD Chief multiple times. Mr. Vann said the BOE was trying to work with the VFD and the BOE would work with them in sharing a drive and expenses for a drive. Mr. Vann said he did not see a negative impact for the VFD.

Chairman Edds referenced the mention of a 10,000 gallon diesel underground storage tank in the Phase 1 Study. Mr. Vann said the tank had been removed from the current school's property.

Chairman Edds asked if the County knew for certain there was no contamination at the site. Mr. Vann said there was no contamination the BOE was aware of. Mr. Vann said multiple borings had been done throughout the property and there was nothing that would flag the BOE. Mr. Vann said as the BOE got into the construction phase, it would be looking for anything that could have been missed. Mr. Vann said due to the number of borings on the site, the BOE felt comfortable with the purchase. Mr. Vann said there was evidence of some type of underground tank on the 2 acre tract with the brick home that would have to be explored and removed. Mr. Vann said the tank was a residential tank and the BOE was assuming it was not a large tank like a school would use.

Chairman Edds asked if the tank would be removed before the BOE bought the property. Mr. Vann said additional testing could be done in the area but all indications right now indicate there are no issues there. Mr. Vann said the tank would be part of the demolition removal but no larger than the tank could be, no issues were anticipated.

In response to Commissioner Greene, Mr. Vann said the vast majority of the proposed school site was farmland. Mr. Vann repeated the BOE was not aware of any issues that would cause problems and the BOE was comfortable with the area.

Chairman Edds asked again if the Commissioners were supposed to approve the site and after the land was purchased "then we'll see" if there are any issues. Mr. Vann said the BOE had depended on the Phase I Study and its engineers to flag any problems. Mr. Vann said the BOE had to trust the engineers had done their job in performing the Phase 1 Study.

Commissioner Pierce moved to approve the purchase of the site for the new West Rowan Elementary School. The motion was seconded by Commissioner Caskey and passed unanimously.

4. JOBS INITIATIVE PROGRAM

Vice-Chairman Jim Greene discussed a proposed Jobs Initiative Program (Program) for Rowan County in partnership with Rowan Cabarrus Community College. Commissioner Greene said the topic surfaced due to the success of the Program and the manufacturing institute in East Spencer.

Commissioner Greene felt the County should try to take the Program to individuals in different communities for workforce development to support economic growth. The four (4) zones identified for delivery of employability service are Cleveland, China

Grove, Rockwell and West End in Salisbury. Commissioner Greene said he had not talked with these respective communities as to whether they wished to participate.

Commissioner Greene discussed the possibility of the manufacturing institute still being available for these communities, as well as also offering skills courses.

Commissioner Greene said he wished to approach the communities to determine their support in advertising the Program, a facility to hold the courses, etc. Commissioner Greene said depending on the municipality, there could be skill courses but with deviation from the manufacturing institute. Commissioner Greene said through the courses there was the ability for welding, truck driving, fork lift operators and even NC FAST.

At this time, Commissioner Greene suggested the County put a Program in place to train people for jobs. Commissioner Greene said there were businesses that had agreed to hire people once their certificates had been obtained through the Program. Commissioner Greene said the Program would be taken to the municipalities on a rotating basis. Commissioner Greene asked the Board to allocate \$100,000 for at least four (4) different Programs to be started on a rotating basis for the coming year.

Commissioner Caskey asked if the allocation would be one time or if the Board was also setting up the allocation for the future. Commissioner Greene said the intent was for the Program to be self-supporting. Commissioner Greene said once an individual takes a job as a result of the Program and remains on the job for a period of time, the employer will pay the tuition and \$1,000 back to keep the Program self-supporting.

Commissioners Caskey, Pierce and Edds praised Commissioner Greene's work and efforts to put the Program into place.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the Initiative Program passed unanimously.

ADDITION

4a. RESOLUTION SUPPORTING AN UPGRADE TO THE OLD BEATTY FORD ROAD BRIDGE PROJECT IN SOUTHERN ROWAN COUNTY, NC

Chairman Edds said the North Carolina Department of Transportation (DOT) currently had plans for the Old Beatty Ford Road interchange to be three (3) lanes. Chairman Edds said a lot of activity was planned for the area. The DOT asked the Board to approve a resolution supporting a five-lane bridge.

Chairman Edds moved, Commissioner Pierce seconded and the vote to approve the resolution passed unanimously.

The Resolution read as follows:

WHEREAS, the Rowan County Board of Commissioners (hereinafter, “the Commission”) is charged with the responsibility of advancing the economic vitality, as well as providing for the safety of the County’s citizens, present and future; *and*

WHEREAS, the North Carolina Department of Transportation adopted the 2016-2025 State Transportation Improvement Plan (STIP) which identifies transportation projects that will receive funding during that ten (10) year period; *and*

WHEREAS, the General Assembly amended the 2016-2025 STIP with the ratification of House Bill 97 resulting in an estimated additional \$1.6 billion for transportation construction; *and*

WHEREAS, the construction schedule of a new interchange at Old Beatty Ford Road, identified as STIP project I-3804, was accelerated due to the availability of funding from House Bill 97; *and*

WHEREAS, the I-3804 project has been and continues to be a number one transportation priority from the Cabarrus Rowan Metropolitan Planning Organization (CRMPO) for Division 9; *and*

WHEREAS, the Commission recognizes the great economic development potential proffered by completion of the I-3804 project for the County and region; *and*

WHEREAS, the Commission has initiated both a land use and utility study in partnership with McGill Associates to determine appropriate land uses, development standards and infrastructure for a proximate area that compliments the I-3804 investment ; *and*

WHEREAS, preliminary development scenarios being considered by the Commission within the land use and utility study area suggest a bridge design with five (5) vehicular lane capacity will better serve future economic development and travel demands in southern Rowan County and the region.

NOW, THEREFORE BE IT RESOLVED that the Rowan County Board of Commissioners supports a 5 lane bridge at the Old Beatty Ford Road interchange in order to adequately facilitate future development needs.

5. CONSIDER APPROVAL OF BOARD APPOINTMENTS
DANGEROUS DOG APPEALS BOARD

There is one (1) vacancy and the following application has been received:

- Jane Byrd Hartness for reappointment

The term is for three (3) years beginning November 1, 2016 and expiring October 31, 2019.

Commissioner Klusman moved Ms. Hartness for reappointment. The motion was seconded by Commissioner Pierce and passed unanimously.

JUVENILE CRIME PREVENTION COUNCIL

There is one (1) At Large vacancy and the following applications were received:

- Andrew Hayden Poston – At Large Representative
- Detavius Mason – At Large Representative

The term is for two (2) years expiring June 30, 2018.

- The Board is also asked to appoint Jennifer Ward to serve as the County Manager's designee.

Commissioner Pierce nominated Mr. Poston. The nomination was seconded by Commissioner Caskey and passed unanimously.

Commissioner Klusman moved to appoint Ms. Ward as the County Manager's designee. The motion was seconded by Commissioner Greene and passed unanimously.

NURSING HOME ADVISORY COMMITTEE

There are two (2) vacancies and the following application was received:

- Dr. Carol Ann Cody for reappointment

The term is for three (3) years beginning November 1, 2016 and expiring October 31, 2019.

Commissioner Klusman nominated Dr. Cody for reappointment. The nomination was seconded by Commissioner Greene and passed unanimously.

PLANNING BOARD

Planning Board member Rip Kersey has moved out of state. The Commissioners are asked to accept his resignation.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to accept the resignation of Mr. Kersey passed unanimously.

6. CLOSED SESSION

Chairman Edds moved at 3:26 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(6) for a personnel matter and § 143-318.11 to consider approval of the minutes of the August 1, 2016 and October 17, 2016 Closed Sessions. The motion was seconded by Commissioner Caskey and passed unanimously.

The Board returned to Open Session at 3:54 p.m.

Commissioner Caskey moved to set the terms of a new contract for County Manager Aaron Church, effective January 1, 2017:

- The new pay will be \$139,500 for a term of 5 years
- The annual cost of living (COLA) increase will be in conjunction with the Board of Commissioners approval each year
- One time \$1,500 civic fee paid each year
- Increase travel allowance to \$500/month
- Severance will be 180 days
- Resignation will be 30 days notice

The motion was seconded by Commissioner Pierce.

Chairman Edds commented about the tremendous number of hours the County Manager worked each week. Chairman Edds said the Commissioners had looked at the salary of County Managers in surrounding counties and felt Mr. Church was underpaid based on the amount of work he does. Chairman Edds expressed appreciation to Mr. Church for the job he does.

Commissioner Caskey commented how Mr. Church called him late at night to discuss issues. Commissioner Caskey described Mr. Church as a 24/7 County Manager and he praised Mr. Church's dedication to Rowan County.

Commissioner Klusman said she had been impressed with Mr. Church's work. Commissioner Klusman described Mr. Church as being "right out there with the most stellar" and she thanked him for his leadership.

Chairman Edds said Mr. Church was always truthful with the board members whether they wanted to hear it or not.

Upon being put to a vote, the motion on the floor passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:59 pm. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

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

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A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Allen Cress, Telecommunications Director
DATE: 11/1/2016
SUBJECT: 911 Grant Contract

This is the contract for the 911 grant that was awarded to the county for the back up 911 center. This was presented to the commissioners on 9/19/2016. The grant award was for \$862,905.00. This contract needs to be executed by the Board Chairman and/or the County Manager.

ATTACHMENTS:

Description	Upload Date	Type
911 Grant Award Contract	11/1/2016	Cover Memo

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of _____ **2016** by and between **Rowan County** the **Grantee**, local governments established pursuant to N.C. Gen. Stat. §160A-462 North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together “the Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund; and

WHEREAS, the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board; and

WHEREAS, Grantee submitted a Grant Application to a 911 Back-up center in Cabarrus County serving Rowan and Cabarrus Counties for 911 calls, and in dispatching resources necessary for 911 calls; and

WHEREAS, Grantee desires funding to consolidate the current 911 operations throughout Rowan County and enhance such operations in a new facility, and

WHEREAS, the 911 Board allocated funds for the purposes identified in the grant application;

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: Regional Rowan-Cabarrus Back-up 911 Center.
 - b. Executive Director: the Executive Director of the 911 Board.
 - c. Grant Funds: the amount authorized for award by the 911 Board, \$862,905.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: Rowan County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(2).
 - f. Interlocal agreement: one or more of the interlocal agreements presented as Exhibit C hereto.
 - g. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts by the General Assembly and actions of the Budget Director.

h. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(3), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

i. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To expand and upfit a 911 Back-up Center currently operated by Cabarrus County that will serve Rowan and Cabarrus Counties.

a. Rowan County shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for reimbursement and which are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items.

b. Goals and objectives include:

1. Upfitting a 911 Back-up center on property provided by Cabarrus County which will provide 911 center back-up services for Rowan and Cabarrus Counties. Upfitting will include adding six workstations for Rowan County to the existing Cabarrus workstations.
2. CPE and other equipment shall be compatible with the needs of Rowan and Cabarrus Counties utilizing in the Regional Back-up Center. CAD shall be implemented as a multi-jurisdictional system with interfaces, as may be necessary or proper, for the participating jurisdictions' operations.
3. Establishing interlocal agreements with additional neighboring counties for using a portion of the new facility as a Back-up PSAP for Rowan and Cabarrus Counties. Interlocal agreements shall include provisions supporting this Agreement and specifically identifying each Party's responsibilities arising from Paragraphs 2, 7, 11, and 17(a) herein.
4. Ensure that the new 911 Back-up center will meet the needs of Rowan and Cabarrus Counties.
5. Acquiring, installing and successful testing 911 System equipment including but not limited to, telecommunications systems, radio consoles, CAD, administrative telephony equipment, furniture for

telecommunicators and workstations, IP networking, and microwave communications equipment.

6. Enhance facilities used for 911 communications and dispatch; increasing the number of telecommunicator workstations and additional space for anticipated growth. Ensuring that the facility, systems and personnel are prepared to implement NG 911 systems and functions.
7. Equipment shall meet Next Generation 911 needs, and shall be consistent with the specifications for such equipment as detailed by the 911 Board's RFPs. New equipment & NG 911 – see table in the overview section listing A911 as installed in 2012 & replacement in 2016.

c. Grantee shall submit a revised budget and work plan within ninety (90) days of signing this Agreement. Revisions and work plan changes should identify project component details (as identified in Attachment 9 of the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a time line and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

d. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the grant application and approved project budget.

e. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

f. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If changes or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least 90 calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through September 1, 2017 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date), and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest.
6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
- a. The Project is anticipated to be completed in no more than 8 months. The Back-up center upfitting, equipment acquisition and testing, and the proposed budget, shall be reviewed, revised and provided to the 911 Board Executive Director within ninety (90) days of signing this Agreement. These revised documents must reflect any changes and special conditions of the Grant award.
- b. Rowan and Cabarrus PSAPs, both Primary and Secondary, will continue to operate within their existing framework during the construction phase; therefore, there will be no disruption to emergency dispatching services.
- c. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- d. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
- e. PSAP transitions to the new PSAP shall begin promptly after completion of the construction and inspections for the new facility.
7. Delivery of Grant Funds. The total Grant Funds equals Eight Hundred Sixty Two Thousand Nine Hundred Five (\$862,905) Dollars. The total project cost anticipated is (\$1,727,310) as detailed in the Grant Application. Grant Funds shall be held by the 911 Board and delivered as follows:
- a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director

that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C.G.S. 143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the policies of the 911 Board.

c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Any actions taken pursuant by a party to an interlocal agreement constituting withdrawal from the consolidation shall cause an accounting and the withdrawing party shall be financially responsible for returning grant funds pursuant to the terms of the interlocal agreement. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of grant funds to the Board.

f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

g. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board if unused or unallocated in a timely manner.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. Further expenditures for travel, conferences, software or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the approved budget may be reimbursed at the rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the Termination Date. All unpaid obligations incurred prior to the Termination Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the Grant Application Budget Narrative is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in the addition or deletion of a budget category shall require prior approval from the 911 Board.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Grantee, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, and Regulations; as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Sub-grantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no

responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the Termination Date and Grantee shall return all unearned funds upon the demand of the 911 Board. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. The Parties may terminate this Agreement by mutual consent upon sixty (60) days notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

c. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination, which are incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the payment due under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorneys fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Sub-grantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 9 N.C.A.C. 3M.0401. These

remedies include, but are not limited to, reducing or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party.

a. The grant is subject to repayment upon dissolution or discontinuation of the Regional Back-up by local government entities. Repayment shall be determined on a pro-rated basis if dissolution or disassociation occurs within ten years of the effective date of this Agreement. Repayment amounts shall equal a sum equal to the Grant Funds multiplied by a fraction, the numerator of which is the number of years or fractions thereof remaining in a 10 year period from the effective date and the denominator of which is 10 years. The resulting sum shall be repaid to the Board as may be agreed by the Parties, provided that the term for repayment shall not exceed the years represented in the numerator described above. If any such sum is not repaid, the Board may reduce distributions from the 911 Fund in like amounts. This obligation shall survive the End Date.

b. Upon non-compliance with the applicable provisions of 9 N.C.A.C. 3M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

c. Pursuant to 9 N.C.A.C. 3M.0703(11), the Parties may terminate this Agreement with 60 day's notice by mutual consent, or as otherwise provided by law. Pursuant to 9 N.C.A.C. 3M.0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

d. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. Grantee will provide written assurances from the County and parties to the interlocal agreements submitted with the Grant Application confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant. This Agreement constitutes a binding obligation of Grantee, enforceable against it in

accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee, and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party; and,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices; and,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved; and,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate; and

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator; and,

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
- b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper

review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

- c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board: Attn: Richard Taylor, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

Ph: 919-754-6624
E-Mail: Richard.Taylor@nc.gov

If to Grantee: Attn: Allen Cress
 Director, Rowan County Telecommunications
 1090 Corporate Center Dr.
 Salisbury, NC 28146

Ph: 704-216-8510
E-Mail: allen.cress@rowancocounty.nc.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit,

solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Rowan County

By: _____

Title: _____

Date: _____

ATTEST:

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

By:

Chief Finance Financial Officer

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 centers. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed below, and shall be revised consistent with progress reports and budgets for the Regional Rowan-Cabarrus Back-up 911 Center.
4. Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Paragraph 1 above. These monthly reports shall be delivered to the Executive Director beginning on 1 January 2017 and continue thereafter on the first of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of the each report via email in Microsoft Word and in PDF format to the Project Officer and one copy of the transmittal letter to the Grant Administrator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

- c. Interim reports shall be delivered not less than annually.

6. Final Technical Report

- a. An interim report and final report documenting activities and outcomes is required. In addition, an ROI case study describing the project, completed ROI spreadsheets, financial analyses summary, and multi-agency financial business case for the project should be attached to the final report.
 - b. The Grantee shall submit one copy of the final technical report via email in Microsoft Word and in PDF format to the Project Officer and one copy of the transmittal letter to the Grant within 90 days of the end of the project period.
 - c. The final technical report shall document and summarize the results of the work. Such reports shall contain a comprehensive review of accomplishments, a chronological bibliography of any publications as well as significant scientific papers resulting from the work performed. The final report shall be submitted within 90 days of the end of the project period.
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's grant application is incorporated by reference.

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Tonya Parnell, Tax Collections Manager
DATE: 11-8-16
SUBJECT: October 2016 Refunds

ATTACHMENTS:

Description	Upload Date	Type
September VTS Refunds	11/8/2016	Cover Memo
October Regular Refunds	11/8/2016	Cover Memo

SEPTEMBER VTS REFUNDS

Taxpayer Name	Address_1	Address_2	Address_3	ST	ZIP	Transaction #	Refund_Reason	Amount
ALEXANDER, JULIE KRISTIN	1066 OAK GROVE LN	NA	SALISBURY	NC	28146	55815978	Vehicle Sold	\$ 52.97
ALLEN, JASON PHILLIP	630 PALMER RD	NA	ROCKWELL	NC	28138	55815456	Over Assessment	\$ 40.59
ALLMAN, TEIA BARNHARDT	307 WEST ST	NA	ROCKWELL	NC	28138	55526232	Vehicle Sold	\$ 10.03
BARRINGER, KEVIN GARRETT	1092 SHAWNEE TRL	NA	CHINA GROVE	NC	28023	54911214	Vehicle Sold	\$ 33.29
BASINGER, JESSE ADAM	155 LAVISTA DR	NA	ROCKWELL	NC	28138	55932650	Vehicle Totalled	\$ 74.09
BEAVER, JEFFREY WAYNE	1522 N MAIN ST	NA	SALISBURY	NC	28144	83723955	Vehicle Sold	\$ 146.81
BLEVINS, RICHARD ALLEN	4276 MT HOPE CHURCH RD	NA	SALISBURY	NC	28146	54911196	Vehicle Sold	\$ 41.04
BOYD, MATTHEW PAUL	1309 PARK AVE	NA	SALISBURY	NC	28146	82975032	Vehicle Sold	\$ 69.27
CARTER, DWAYNE PATRICK	513 SPRING GARDEN AVE	NA	KANNAPOLIS	NC	28081	55815964	Vehicle Sold	\$ 6.77
CHANDLER CONCRETE PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84495456	Adjustment	\$ 33.06
CHANDLER CONCRETE PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84496083	Adjustment	\$ 163.74
CHANDLER CONCRETE PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84496164	Adjustment	\$ 45.63
CHANDLER CONCRETE PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84496152	Adjustment	\$ 33.07
CHANDLER CONCRETE PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84495438	Adjustment	\$ 33.07
CHANDLER CONCRETE/PIEDMONT INC	PO BOX 131	NA	BURLINGTON	NC	27216	84495747	Adjustment	\$ 819.48
CHATTERTON, CHARLES JOSEPH	335 KIMBALL LOOP	NA	CHINA GROVE	NC	28023	55165882	Vehicle Sold	\$ 145.76
CHEESEMAN, LARRY GENE	486 CARTER LOOP RD	NA	ROCKWELL	NC	28138	54911204	Vehicle Sold	\$ 188.05
CHERRY, ANTHONY DRENELL	413 N ROWAN AVENUE EXT	NA	SPENCER	NC	28159	55526132	Vehicle Sold	\$ 239.30
CLINE, ANISSA MICHELE	807 GROVE ST	NA	CHINA GROVE	NC	28023	55526124	Vehicle Totalled	\$ 18.14
CLINE, HENRY MAXWELL	495 SAINT MATTHEWS CHURCH	NA	SALISBURY	NC	28146	55687970	Tag Surrender	\$ 28.83
COLLINS, JEFFREY ANTON	1500 PARKLAWN DR	UNIT 824	CHARLESTON	SC	29414	82974861	Reg . Out of state	\$ 244.64
COMBS, JOSEPH CLYDE	1146 WHISPERWOOD DR	NA	SALISBURY	NC	28147	83289228	Vehicle Sold	\$ 4.47
CRANE, DAVID CHRIS	404 SWAIM CT	NA	SALISBURY	NC	28147	83723373	Tag Surrender	\$ 183.47
CRIM, JENETTE LEE	90 HIGH BLUF RD	NA	HILTON HEAD	SC	29926	54911036	Tag Surrender	\$ 244.94
DAVIS, JOHN WILLIE	150 VERONICA LN	NA	SALISBURY	NC	28146	55873104	Vehicle Sold	\$ 144.05
DAYE, THURSTON EVANS	514 WOODLAND CREEK DR	NA	SALISBURY	NC	28147	55873116	Vehicle Sold	\$ 107.88
DUNN, LYNN PENDLETON	406 OAK FOREST LN	NA	SALISBURY	NC	28146	83810394	Vehicle Sold	\$ 322.25
DYER, TODD MICHAEL	735 PINE RIDGE RD	NA	CHINA GROVE	NC	28023	55525530	Vehicle Sold	\$ 197.53
EIMER, JEFFREY SCOTT	112 POPLAR TRL	NA	ROCKWELL	NC	28138	55815958	Insurance Lapse	\$ 57.00
ELLIS, JAMES EDWARD	PO BOX 106	NA	WOODLEAF	NC	27054	112660696	Situs error	\$ 32.87
EVERHART, WAYNE WESLEY	305 SOWERS FERRY RD	NA	SALISBURY	NC	28144	55932992	Vehicle Sold	\$ 65.59
GRIGGS, RICKY LYNN	4275 HAMPTON RD	NA	SALISBURY	NC	28144	55815974	Vehicle Sold	\$ 62.85
HICKMAN, DEBORAH SHANNON	735 OLD CRESS RD	NA	SALISBURY	NC	28147	56107280	Tag Surrender	\$ 23.17
HIGGINS, BRADLEY STEVEN	50 WOODHAVEN CIRCLE	NA	GREENEVILLE	TN	37745	55165810	Tag Surrender	\$ 97.95
JONES, WANDA K	3423 EVA DR NW	NA	CONCORD	NC	28027	55757086	Vehicle Sold	\$ 24.95
KETCHIE, AMY TREXLER	170 KNIGHTS PL	NA	SALISBURY	NC	28146	55316548	Vehicle Sold	\$ 26.12
KROEZE, LANCE ELLIOTT	104 TABBY LANE 7F	NA	SAVANNAH	GA	31410	83899299	Reg . Out of state	\$ 163.55
KUNZE, STEVEN WAYNE	130 PINE VALLEY RD	NA	SALISBURY	NC	28147	55166176	Tag Surrender	\$ 102.94

Jonny Parnell
Tax Collections Manager

LINK, JUDITH TAYLOR	7160 OLD MOCKSVILLE RD	NA	SALISBURY	NC	28144	55526146	Vehicle Sold	\$	10.44
LIPE, DAVID WAYNE	350 WAGON WHEEL WAY	NA	SALISBURY	NC	28147	55228322	Tag Surrender	\$	11.09
MACDOUGALL, NANCY BONEVAC	205 CAPITAL TRAIL	NA	NEWARK	DE	19711	83289741	Tag Surrender	\$	10.52
MCGINNIS, ABIGAIL JOHNSTON	249 HIDDEN OAKS DR	NA	ROCKWELL	NC	28138	55316522	Vehicle Sold	\$	34.09
MCLAUGHLIN, TRISTA ANN	PO BOX 514	NA	SPENCER	NC	28159	55316478	Insurance Lapse	\$	40.37
MCNEELY, DAVID CHRISTOPHER	150 S MILFORD DR	NA	SALISBURY	NC	28144	83809695	Vehicle Sold	\$	34.78
MEDINA, ELIZABETH KIMBERLIN	201 W 22ND ST	NA	KANNAPOLIS	NC	28081	82366971	Vehicle Totalled	\$	83.32
MITCHENER, BRUNA MAE	2555 JOYCE ST	NA	KANNAPOLIS	NC	28083	83531499	Tag Surrender	\$	18.01
MORGAN, DELLA LAMBE	PO BOX 262	NA	GRANITE QUARRY	NC	28072	55932658	Vehicle Totalled	\$	55.70
MUNN, ALAN PAUL	470 CENTENARY CHURCH RD	NA	MOUNT ULLA	NC	28125	55932664	Vehicle Sold	\$	22.52
MYERS, CHRISTINE ELIZABETH	208 ROSS ST	NA	CHINA GROVE	NC	28023	55019184	Tag Surrender	\$	53.36
PAULEY, JAMES ANDREW	460 MAYBERRY LN	NA	MOORESVILLE	NC	28115	54911322	Vehicle Sold	\$	50.55
PRESSLEY, EDWARD WAYNE	216 W VANCE ST	NA	CHINA GROVE	NC	28023	55526170	Vehicle Sold	\$	77.12
QUALITY SOURCING & CONSULTING INC	223 WINDSOR DR	NA	SALISBURY	NC	28144	83289321	Vehicle Sold	\$	72.87
RAJU, KARTHIK	3302 W DIXIELAND RD	APT F5	ROGERS	AR	72756	82974774	Reg . Out of state	\$	194.93
RASMUSSEN, WILLIAM TIMOTHY	225 NEITA DR	NA	SALISBURY	NC	28147	82366851	Vehicle Sold	\$	54.43
RATLIFF, CAROLYN MARIE	345 PETHEL RD	NA	CHINA GROVE	NC	28023	54911226	Vehicle Sold	\$	12.24
ROBERTSON, ANNA SMOLA	718 CAMPBELL AVE W	NA	SALISBURY	NC	28146	55526012	Tag Surrender	\$	14.69
SALAZAR ANGELES, LUIS FERNANDO	555 RIDGELAND DR	NA	CLEVELAND	NC	27013	55166218	Tag Surrender	\$	113.19
SCHIEK, JACKI LYN	1865 STIREWALT RD	NA	CHINA GROVE	NC	28023	55873122	Vehicle Sold	\$	6.15
SCRIP, ZACKERY JAMES	235 GRAND OAKS DR	NA	ROCKWELL	NC	28138	55933008	Vehicle Sold	\$	114.50
STEINAUER, WILLIAM CHARLES	103 WINDMILL RD	NA	SALISBURY	NC	28147	55316534	Vehicle Sold	\$	47.17
STEINAUER, WILLIAM CHARLES	103 WINDMILL RD	NA	SALISBURY	NC	28147	55526190	Vehicle Sold	\$	77.89
STRANGE, THOMAS EUGENE	440 PALOMINO DR	NA	SALISBURY	NC	28146	54911298	Mileage	\$	44.97
TAYLOR, MARN	1500 PARKLAWN DR	UNIT 824	CHARLESTON	SC	29414	82974849	Reg . Out of state	\$	161.36
THACKER, CHARLES EDWARD	940 TAMARY WAY	NA	LANDIS	NC	28088	55525936	Tag Surrender	\$	183.73
TREXLER, JOHN WILLIAM JR	161 DUNNBROOK DR	NA	SALISBURY	NC	28146	55388718	Tag Surrender	\$	38.96
VELLINES, WAYNE WHITLEY	170 CLEMENT ST	NA	SALISBURY	NC	28146	54911206	Vehicle Sold	\$	20.01
WATSON, DEXTER LEON	320 MEADOW LN	NA	MOORESVILLE	NC	28115	54911012	Tag Surrender	\$	251.70
WINDLE, TIMOTHY EDWARD	275 EPPERSON RD	NA	SALISBURY	NC	28147	55526080	Mileage	\$	15.70
WINFORD, ERIKA ROSE	PO BOX 134	NA	CLEVELAND	NC	27013	84161457	Tag Surrender	\$	23.01
YEARGIN, LAWRENCE ALLEN	250 PANTHER POINT RD	NA	RICHFIELD	NC	28137	56107604	Over Assessment	\$	268.69

TOTAL: \$ 6,547.27

Sonny Parnell
Tax Collections Manager

October Regular Refunds

REFUND TO NAME 1	NAME 2	ADDRESS LINE 1	ADDRESS LINE 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND AMT	AMOUNT	TAXPAYER ID
ADAMS RODNEY RYAN	ADAMS MICHELLE	7648 KARRIKER RD	NA	KANNAPOLIS	NC	28081-8515	2014 RANGER 519C	637748	3.24	3.24	6155655
ANTIOCH BAPTIST TRUSTEES	NA	PO BOX 870	NA	GRANITE QUARRY	NC	28072-0870	610 S SALISBURY AV	637424	7.42	7.42	26429
ARROW DISPOSAL PROPERTIES INC	NA	PO BOX 472	NA	HARRISBURG	NC	28075-0472	PINE RIDGE RD	639072	36.96	36.96	6262945
BARBEE SCOTT ERVIN	BARBEE JENNIFER B	2363 TRAIL AVE	NA	KANNAPOLIS	NC	28081-9603	1989 HUDS PERMTAG ACS9630	638368	11.74	11.74	6075705
BARNES GARY	NA	1025 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-0000	1978 MERCURY O/B	639419	9.4	9.4	29477
BARR BOBBY GENE	NA	813 CORRIHER ST	NA	KANNAPOLIS	NC	28081-9552	813 CORRIHER ST	642963	3.43	3.43	27880000
BENFIELD BOBBIE DOUGLAS	BURR MARK	140 ELLEN ST	NA	SALISBURY	NC	28146-0000	2001 OLDS AURORA	638954	15.8	15.8	6183075
BLUM CATHERINE B	NA	9811 SCHEER CT	NA	HARRISBURG	NC	28075-6634	760 CATFISH RD	642909	462.92	462.92	6297932
BOST CAROL VEGAS & HUS	BOST DAVID EUGENE	1504 N RIDGE AVE	NA	KANNAPOLIS	NC	28083-1703	1504 N RIDGE AV	638602	6.45	6.45	6175666
BOWLES JULIA LEANNE	NA	505 CHARLES ST	NA	ROCKWELL	NC	28138-9404	1986 MAZDA	641455	13.84	13.84	6213254
BRINGLE JOHN K SR	NA	910 QUARRY RD	NA	WOODLEAF	NC	27054-9370	910 QUARRY RD	637601	406.06	406.06	6334843
BROWN BARBARA H	NA	1401 STONE ST	NA	KANNAPOLIS	NC	28083-9066	1401 STONE AV	640669	2.31	2.31	6238543
BROWN BILL	NA	301 WINDMILL RD	NA	SALISBURY	NC	28147-7820	301 WINDMILL RD	637296	500	500	6262038
C J PROPERTIES OF SALISBURY	NA	740 DEER LAKE RUN	NA	SALISBURY	NC	28146-0000	1323 MEADOWBROOK CIR	640331	2.33	2.33	6220611
C J PROPERTIES OF SALISBURY	LLC	740 DEER LAKE RUN	NA	SALISBURY	NC	28146-1234	1336 PARKVIEW CIR	640336	1.89	1.89	6258595
C J PROPERTIES OF SALISBURY	LLC	740 DEER LAKE RUN	NA	SALISBURY	NC	28146-1234	501 ELM ST	640333	2.4	2.4	6258595
C J PROPERTIES OF SALISBURY	LLC	740 DEER LAKE RUN	NA	SALISBURY	NC	28146-1234	1313 MEADOWBROOK CIR	640334	3.94	3.94	6258595
CAMPBELL DURWARD E & WF	CAMPBELL GLENDA F	409 N BOSTIAN ST	NA	CHINA GROVE	NC	28023-2505	409 N BOSTIAN ST	641087	4.32	4.32	84480000
CAROLINA BARN	NA	1765 US HWY 601N	NA	MOCKSVILLE	NC	27028-0000	CLASS SP ASM# 000	638517	25.35	25.35	6252918A
CARTER BILLY EUGENE	NA	125 ROSEMAN RD	NA	SALISBURY	NC	28147-8346	125 ROSEMAN RD	640099	40.72	40.72	89970000
COE JEFFREY LYNN	NA	1580 SAW RD	NA	CHINA GROVE	NC	28023-8554	2000 JAYCO 21'-KIWI	637981	23.03	23.03	6048374
COLVARD GARY M & WF	COLVARD SHELIA S	310 E 24TH ST	NA	KANNAPOLIS	NC	28083-9710	310 E 24TH ST	642526	20.28	20.28	6066929
COMBS JOSEPH C SR	COMBS JOSEPH C JR	1146 WHISPERWOOD DR	NA	SALISBURY	NC	28147-7936	1146 WHISPERWOOD DR	643116	3.07	3.07	6278732
CONNELL JEREMY WAYNE	CONNELL JESSICA D	PO BOX 912	NA	ROCKWELL	NC	28138-0912	1997 BOMBARDIER JSK	641881	3.1	3.1	6271294
CORBETT DAVID J	NA	210 ROLLING RD	NA	KANNAPOLIS	NC	28081-7942	210 ROLLING RD	641424	6.67	6.67	117350000
DALIA JAMES A & WF	DALIA TABATHA L	840 MAINSAIL RD	NA	SALISBURY	NC	28146-1405	2011 YAMAMA	642913	35.7	35.7	6291786
DANIELS PHILLIP ADAMS	NA	207 EASTWOOD DR	NA	SALISBURY	NC	28146-7045	207 EASTWOOD DR, 404	638717	15.08	15.08	6295767
DRIVER TRACY LONDON	NA	2125 CARRIAGE WOODS LN	NA	KANNAPOLIS	NC	28081-0000	190 WILLOW OAKS DR	638994	1.86	1.86	15287
E ROCHELLE ANDERSON JACKSON	NA	4714 ROLLINGWOOD DRIVE	NA	DURHAM	NC	27713-0000	1428 W MONROE ST	641532	5.26	5.26	6339650
EASON DON RICHARD	NA	122 TOWN CT	NA	SALISBURY	NC	28147-7812	1985 CONNOR 00014 00054	637665	10.41	10.41	159632500
FELSON JUDITH FULMER NEAL	FELSON CARL J	7714 FAIRWAY MIST CT	NA	CHARLOTTE	NC	28227-0000	1030 SELLS DR	639185	2.36	2.36	6339153
FLEURY DORINA MICHELLE	NA	303 W 22ND ST	NA	KANNAPOLIS	NC	28081-2415	2000 DODG MP DURANGO 2WD	639522	82.67	82.67	6322607
FOWLER LINDA FAYE & HUS	FOWLER WILLIAM C JR	3651 GREEN SEA RD	NA	GREEN SEA	SC	29545-0000	2743 MONTANA DR	641608	1.17	1.17	6338201
FREEMAN CLARENCE C JR & WF	FREEMAN CAROLYN C	428 WAKE DR	NA	SALISBURY	NC	28144-7791	428 WAKE DR	640004	4.93	4.93	190625500
FREEMAN CLYDE B & WF	FREEMAN BRENDA O	2040 SOUTH RIVER CHURCH RD	NA	WOODLEAF	NC	27054-9555	2040 SOUTH RIVER CHURCH RD	640762	5.93	5.93	190590000
GARHART LADONNA WILSON	NA	1403 WELLINGTON HILLS CIR	NA	SALISBURY	NC	28147-7969	1403 WELLINGTON HILLS CIR, 1403	642902	1.81	1.81	6262364
GARRISON DWIGHT	NA	831 FLICKER STREET	NA	CONCORD	NC	28027-0000	1408 N LONG ST	642335	1.62	1.62	10048
GENTRY ELIZABETH D	NA	PO BOX 273	NA	ROCKWELL	NC	28138-0273	2635 ORGAN CHURCH RD	641476	2.13	2.13	201055000
GREENE BRIAN EDWARD	NA	1005 MEADOW OAK DR	NA	GREENSBORO	NC	27406-0000	345 TABOR DR	639989	399.15	399.15	6252456
GUFFY STELLA B	NA	260 LONG BOW RD	NA	SALISBURY	NC	28144-1222	260 LONG BOW RD	636511	1.7	1.7	22336750001
HAMPTON BETTE B	NA	1255 DIAL ST	NA	KANNAPOLIS	NC	28083-8306	DIAL ST	637666	55.96	55.96	230770000
HARKEY MARY	NA	PO BOX 280	NA	CLEVELAND	NC	27013-0280	1945 THIRD CREEK CHURCH RD	640361	1556.8	1556.8	23320000004
HARMON KRISTIN NICOLE	NA	425 HONEYCUTT RD	NA	SALISBURY	NC	28144-9017	3330 OLD MOCKSVILLE RD	639302	136.06	136.06	6136536
HEGGINS ANITA MOORE	NA	916 S YADKIN AVE	NA	SPENCER	NC	28159-2024	916 S YADKIN AV	638614	25	25	6212086
HELLARD AUDREY SUE	NA	PO BOX 1375	NA	GRANITE QUARRY	NC	28072-1375	1984 UNKNOWN 00014 00070	636767	8.27	8.27	133245000
HIPP HARRY LJR	NA	2102 WOODLEAF RD	NA	SALISBURY	NC	28147-1132	SECT C SCH U10 CLASS EQ ASM# 00	637409	344.46	344.46	6206771A
HIPP HARRY LEWIS JR	NA	HIPP NANCY D	2102 WOODLEAF RD	SALISBURY	NC	28147-1132	2102 WOODLEAF RD	637297	233.99	233.99	6269145
HIPP HARRY LEWIS JR & WF	HIPP NANCY D	2102 WOODLEAF RD	NA	SALISBURY	NC	28147-1132	2000 BOSTON WHALER DAUNTLESS	637291	23.84	23.84	255217500
HOLSHOUSER LISA	NA	130 NEWPORT DR	NA	SALISBURY	NC	28144-8818	130 NEWPORT DR	636559	6.71	6.71	263052500
HOLT JUANITA P	NA	113 GREENVIEW DR	NA	KANNAPOLIS	NC	28081-0000	STIREWALT RD	636386	50.37	50.37	6312760
HONEYCUTT TONY RAY & WF	HONEYCUTT BRENDA R	1061 FAIRWAY DR	NA	KANNAPOLIS	NC	28081-9365	1061 FAIRWAY DR	640785	21	21	267500000
JOHNSON GILMARA M	NA	906 CIRCLE ST	NA	KANNAPOLIS	NC	28081-9330	1991 TRACKER MARINE	637686	7.11	7.11	6282128
JOHNSTON PAUL P III	JOHNSTON JERRI L	1020 PAN HANDLE RD	NA	GOLD HILL	NC	28071-9793	1973 SKYC	636808	91.66	91.66	28779900001
JOINES KEVIN DWAYNE & WF	JOINES LISA GRIGGS	8820 WRIGHT RD	NA	KANNAPOLIS	NC	28081-9717	2013 DOWE AB88286	641289	15.31	15.31	6178817
JORDAN BARBARA ANN	NA	1021 RAILROAD AVE	NA	CHINA GROVE	NC	28023-9449	1021 RAILROAD AV	643018	3.56	3.56	2347
KD AND SONS LLC	NA	210 BUNDY HILL LOT 50	NA	LISBON	CT	06351-0000	608 N MARTIN LUTHER KING JR AV	640326	1.22	1.22	6282396
KEVIN C LINK	NA	1 BUFFALO AVENUE NW SUITE 3305	NA	CONCORD	NC	28025-0000	1180 FOXGATE LN	641156	1.93	1.93	6255263
KIGHTLINGER LYNETTE MARIE	NA	1001 HIGHLAND WOODS DR	NA	KANNAPOLIS	NC	28083-7107	1997 NISS 4S MAXIMA	637230	9.8	9.8	6326559

Sonya Parnell
Tax Collections Manager

Batch 1164

KISER JOSEPH BROWN	NA	503 E 10TH ST	NA	KANNAPOLIS	NC	28083-2707	503 E 10TH ST	640520	26.71	26.71	6339406
KLUTTZ JAMES LUTHER	NA	270 WATKINS FARM RD	NA	WOODLEAF	NC	27054-0000	1986 BAYLINER	638236	227.57	227.57	311290000
KRUCHKOW ALEX	NA	1757 MILLER CHAPEL RD	NA	SALISBURY	NC	28147-0000	SECT C SCH A10 CLASS EQ ASM# 00	640315	2.69	2.69	6160430
KTOWN	NA	280 S CANNON BLVD	NA	KANNAPOLIS	NC	28083-5255	106 W 12TH ST	640042	1.71	1.71	6156465
LACKEY LARRY EUGENE	NA	115 CHILDERS RD	NA	MOUNT ULLA	NC	28125-8731	CHILDERS RD	638137	8.67	8.67	6046825
LACKEY LARRY EUGENE	NA	115 CHILDERS RD	NA	MOUNT ULLA	NC	28125-8731	115 CHILDERS RD	641653	4.1	4.1	6046825
LEDBETTER ROGER DALE & WF	LEDBETTER RACHEL THOMAS	6549 ENOCHVILLE CIR	NA	KANNAPOLIS	NC	28081-8601	1965 FORD	640585	13.23	13.23	6142588
LEE RONALD EUGENE	NA	215 1ST CORRIHER RD	NA	CHINA GROVE	NC	28023-6658	215 1ST CORRIHER ST	639407	2.71	2.71	322880000
LENTZ SHIRLEY W	NA	400 S UPRIGHT ST LOT 2	NA	LANDIS	NC	28088-1952	1977 TAYLOR 00014 00060	640828	22.73	22.73	33883
LENTZ SHIRLEY W	NA	400 S UPRIGHT ST LOT 2	NA	LANDIS	NC	28088-1952	1977 TAYLOR 00014 00060	640750	14.44	14.44	33883
LESLEY PRESTON SCOTT	NA	7460 POP BASINGER RD	NA	SALISBURY	NC	28146-9373	727 ELM ST	641778	202.18	202.18	6035859
LEWIS LAURA W	LAURA LEWIS PHOTOGRAPHY	104 N PARK DRIVE	NA	SALISBURY	NC	28144-0000	CLASS SP ASM# 000	638898	9.28	9.28	6329260
LINK KEVIN C REAL ESTATE TRUST	IOLTA TRUST ACCOUNT 157 031	1 BUFFALO AVE NW STE 3305	NA	CONCORD	NC	28025-0000	806 HIGHLAND AV	643185	418.64	418.64	6203260
LIPE RUBENIA H	NA	3102 ALTAMAHAW-UNION RIDGE RD	NA	BURLINGTON	NC	27217-0000	604 W RICE ST	641424	1130.88	1130.88	332690000
LLOYD GRADY S & WF	LLOYD BARBARA S	440 PRIMROSE DR	NA	SALISBURY	NC	28147-7435	440 PRIMROSE DR	638009	4.24	4.24	336757500
LOHR HILDEGARD S	LOHR SUSAN R	428 REYNOLDS ST	NA	SALISBURY	NC	28146-5837	428 REYNOLDS ST	638374	3.96	3.96	6194751
LUDWICK CAROL	NA	350 MOUNT VERNON RD	NA	WOODLEAF	NC	27054-9684	350 MT VERNON RD	640716	7.75	7.75	6156618
LUDWIG DONNA L	NA	2608 BOONES CAVE RD	NA	LEXINGTON	NC	27295-0000	511 WALTON RD	636808	9.95	9.95	344650000
LYERLY JAMES L	NA	450 YATES RD	NA	SALISBURY	NC	28146-2311	LIPPARD RD	638738	9.49	9.49	6226814
LYLES CLYDE LEE & WF	LYLES BRENDA H	4240 HIGHWAY 152 E	NA	ROCKWELL	NC	28138-9596	4220 E NC 152 HWY	642282	1.01	1.01	348400000
MANGUM MICHAEL J	NA	185 DAWN ST	NA	SALISBURY	NC	28147-9321	185 DAWN ST	636508	12.9	12.9	6154548
MARTINEZ MARIA AMINTA	NA	4465 CAUBLE RD	NA	SALISBURY	NC	28144-0000	CAUBLE RD	639999	67.41	67.41	6306102
MCCORKLE JOHN SAMUEL & WF	MCCORKLE SANDRA ELIZABETH	1024 WILDFLOWER LN	NA	SALISBURY	NC	28147-5674	1024 WILDFLOWER LN	639213	3.85	3.85	6175684
MCCREE SHERRY	NA	2510 BELLEMEADE ST	APT 16	HIGH POINT	NC	27263-0000	115 INDUSTRIAL DR	640125	198.97	198.97	6191166
MCCUBBINS JEAN	NA	1628 WILTSHIRE RD	NA	SALISBURY	NC	28144-2247	1628 WILTSHIRE RD	640744	593.37	593.37	36026000002
MCDANIEL DEWEY D	MCDANIEL PALLET & LUMBER CO	460 BUD FOSTER RD	NA	CLEVELAND	NC	27013-9179	SECT C SCH A10 CLASS EQ ASM# 00	640564	73.28	73.28	6310198
MCDANIEL LYNDA SCOGGINS	NA	3030 PHANIEL CHURCH RD	NA	ROCKWELL	NC	28138-7622	3030 PHANIEL CHURCH RD	641067	7.74	7.74	17120
MCHALE SHANE M & WF	MCHALE DAWN S	PO BOX 343	NA	CONCORD	NC	28026-0343	805 CAROLYN AV	641846	708.74	708.74	6225994
MCINTYRE STEPHEN DWAYNE JR	NA	220 LOG BARN RD	NA	SALISBURY	NC	28146-8337	220 LOG BARN RD	638149	189.26	189.26	13690
MESSER DOUGLAS DWAYNE	NA	4640 DUTCH COVE RD	NA	CANTON	NC	28716-7492	2010 FORD TK F-150 STYLESIDE CREW XL	640812	136.3	136.3	6335073
MOORE ELIZABETH	NA	3655 PINE TREE PL	NA	SALISBURY	NC	28144-0000	3655 PINE TREE PL	642338	8	8	10451
MORGAN RONNIE ALAN	NA	8355 NC 801 HWY	NA	MOUNT ULLA	NC	28125-0755	8355 NC 801 HWY	636597	4.22	4.22	393183000
NUNN ANTHONY	NA	518 W HORAH ST	NA	SALISBURY	NC	28144-4826	518 W HORAH ST	640073	88	88	41011000001
NUNN EUGENE L SR	C/O ANTHONY NUNN	518 W HORAH ST	NA	SALISBURY	NC	28144-4826	518 W HORAH ST	637133	96.25	96.25	41011000001
PERRY RONALD D & WF	PERRY TERI R	404 S UPRIGHT ST	NA	LANDIS	NC	28088-1926	2002 EASY S/V AB32350	636806	5.71	5.71	21227
PIZZA PROPERTIES LLC	ATTN: M BRENT STOLZENTHALER	201 RUE DE JEAN STE 200	NA	LAFAYETTE	LA	70508-8510	1030 E INNES ST	639175	3079.32	3079.32	6247346
PIZZA PROPERTIES LLC	ATTN: M BRENT STOLZENTHALER	201 RUE DE JEAN STE 200	NA	LAFAYETTE	LA	70508-8510	1030 E INNES ST	639179	3091.58	3091.58	6247346
POLLARA ROBERT J	NA	1121 EMERALD ST	NA	SALISBURY	NC	28144-2603	1121 EMERALD ST	639140	154.69	154.69	6084342
RANKIN JUDITH	NA	9837 WALTHAM CT	NA	CHARLOTTE	NC	28269-0000	PANTHER POINT RD	638521	11.23	11.23	523340000
REAVIS BRADY DARRELL	NA	PO BOX 543	NA	GRANITE QUARRY	NC	28072-0295	870 FOX HOLLOW LN	639755	1209.72	1209.72	6289227
REDDEN WANDA S TRUSTEE	NA	PO BOX 126	NA	MOORESVILLE	NC	28115-0126	1915 STATESVILLE BLVD	638189	887.89	887.89	6256206
REDDEN WANDA S TRUSTEE	NA	PO BOX 126	NA	MOORESVILLE	NC	28115-0126	1829 STATESVILLE BLVD	638198	692.46	692.46	6256206
REDDEN WANDA S TRUSTEE	NA	PO BOX 126	NA	MOORESVILLE	NC	28115-0126	1915 STATESVILLE BLVD	638194	909.6	909.6	6256206
REDDEN WANDA S TRUSTEE	NA	PO BOX 126	NA	MOORESVILLE	NC	28115-0126	1829 STATESVILLE BLVD	638202	709.39	709.39	6256206
RICHARDS JEFFREY KIMBLE	NA	407 W HILLSIDE DR	NA	CHINA GROVE	NC	28023-9421	1995 WABA PERMTAG AD37555	636826	7.38	7.38	6037153
ROBINSON GARY LYNN	ROBINSON GLENDA KLUTTZ	830 PARKS RD	NA	SALISBURY	NC	28146-1193	830 PARKS RD	640790	6.22	6.22	6137428
ROPER MICHAEL EUGENE & WF	ROPER BRENDA D	708 AZALEA LN	NA	CHINA GROVE	NC	28023-6701	708 AZALEA LN	638245	4.41	4.41	5361
ROSS JANETT L	NA	2004 MCCREARY ST	NA	KANNAPOLIS	NC	28081-9581	2004 MCCREARY ST	636487	9.47	9.47	475590000
RUSSELL DORIS	NA	2175 MARY STREET	NA	CHINA GROVE	NC	28023-0000	2175 MARY ST	636483	98.07	98.07	480270000
SAPP CHARLES BRUCE & WF	SAPP SHARON B	1125 JACKSON RD	NA	SALISBURY	NC	28146-0336	1972 EVINRUDE O/B	638882	291.7	291.7	485760000
SARGENT THADDEUS J	NA	2735 GREY RD	NA	DAVIDSON	NC	28036-8786	2010 MARLOW/ROTHBAAR RV8	641064	2.09	2.09	6291930
SCHWEIZER BILL	NA	418 STEWBEN AVE	NA	FORKED RIVER	NJ	08731-0000	3050 SHUE RD	641229	4.52	4.52	6336762
SETZER SCOTT A & WF	SETZER DONNA W	410 SETZER RD	NA	SALISBURY	NC	28146-5010	CAUBLE STOUT CIR	639854	30.14	30.14	6044117
SHANKLE WILDON VERNARD	NA	108 LANDSBURG LN	NA	CHINA GROVE	NC	28023-6443	1972 VALIANT 00012 00065	642172	118.87	118.87	494197000
SHINN JAMES L & WF	SHINN TERESA BRADY	254 LINKER RD	NA	ROCKWELL	NC	28138-9728	254 LINKER RD	640749	3.74	3.74	6146867

STELMAN DUSTY WAYNE	NA	1001 EMERALD BAY DR	NA	SALISBURY	NC	28146-1586	2011 MALIBU	640426	95.36	95.36	28537
STOVER ROBERT RAY JR	STOVER NANCY LEE	544 COOPER HOLLOW RD	NA	WINIFREDE	WV	25214-8018	2110 WEBB RD	642494	1.08	1.08	6113348
THOMAS BRADLEY JAMES	% JAMES L TAYLOR	7135 FOSTER RD	NA	WOODLEAF	NC	27054-9646	1985 WESTWOOD 00014 00070	641147	8.08	8.08	6229472
TREXLER SAMANTHA LEE	NA	915 PHANIEL CHURCH RD	NA	ROCKWELL	NC	28138-7601	131 ERICA ST	639424	3.76	3.76	6103217
TUCKER FRANKIE EUGENE	NA	178 PARADISE DR	NA	SALISBURY	NC	28146-0000	178 PARADISE DR	642954	217.1	217.1	19888
VILLALTA ERICK E GUZMAN	NA	108 ABBEY CIRCLE	NA	SALISBURY	NC	28147-0000	108 ABBY CIR	642438	199.52	199.52	6296922
WAGNER NANCY L	NA	246 AUTUMN CHAPEL DR	NA	SALISBURY	NC	28147-0000	246 AUTUMN CHAPEL DR	640522	8.46	8.46	6330080
WALTERS ALAN KEITH	WALTERS AMY HALE	1717 SHADOWBROOK DR	NA	KANNAPOLIS	NC	28081-0000	2251 TRAIL AV	638965	202.59	202.59	6319708
WARREN BONNIE H	NA	790 PALMER RD	NA	ROCKWELL	NC	28138-8578	780 PALMER RD	639790	144.73	144.73	6046629
WEAVER SARA	NA	1720 RIPPLE WAY	NA	CHARLOTTE	NC	28262-0000	106 W BLUME ST	642393	8.77	8.77	6334242
WEBSTER ANN LYNNE	NA	530 WILEY AVE	NA	SALISBURY	NC	28144-6230	530 WILEY AV	642035	6.92	6.92	6271326
WHITLEY THOMAS HOWARD	NA	1787 OLD EARNHARDT RD	NA	KANNAPOLIS	NC	28083-8023	1535 WOODLEAF BARBER RD	638812	656.85	656.85	6113969
WINS MANAGEMENT LLC	NA	209 CLEAR SPRINGS CT	NA	FORT MILL	SC	29708-0000	1945 W JAKE ALEXANDER BLVD	640304	92.93	92.93	6187780
WOODSON PAUL B JR	NA	6 DOGWOOD RD	NA	SALISBURY	NC	28144-6904	6 DOGWOOD RD	640585	50	50	4015
YARD STUFF	NA	7295 HIGHWAY 152 E	NA	ROCKWELL	NC	28138-0000	SECT C SCH A10 CLASS EQ ASM# 00	637710	28.22	28.22	6231949
ZACHARY SAM DAVIS	NA	555 YATES RD	NA	SALISBURY	NC	28146-2312	555 YATES RD	639709	5.75	5.75	620086000
ZIMMERMAN ANNIE SIDES	NA	2125 E RIDGE RD	NA	SALISBURY	NC	28144-1274	1980 EVINRUDE O/B	642417	187.64	187.64	6166021
ZIMMERMAN NANCY JOHNSTON	NA	15 OAK RD	NA	SALISBURY	NC	28144-6909	15 OAK RD	640314	32.03	32.03	620430000

TOTAL: 22612.35

Sonya Parnell
Tax Collections Manager

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: 11/08/2016
SUBJECT: State Request to Add Bayhill Drive, Greenheather Drive, Bramblewood Drive, and Saxton Circle (in Ashland Place Subdivision), to State Secondary Road System for Maintenance

ATTACHMENTS:

Description	Upload Date	Type
Request From NCDOT	11/9/2016	Cover Memo



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary



November 7, 2016

Rowan County

Subject: Request for Addition

Mr. Greg Edds, Chairman
Rowan County Board of Commissioners
Attn: Ms. Carolyn Barger, Co. Mgr. Office
130 West Innes Street
Salisbury, NC 28144

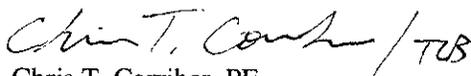
Dear Mr. Edds:

I am attaching the petition requesting that Bayhill Drive, Greenheather Drive, Bramblewood Drive, and Saxton Circle, in Ashland Place Subdivision, which is located in Locke Township, be added to the State Secondary Road System for maintenance.

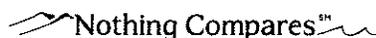
One of the requirements needed for addition to the State System is the County Commissioners' approval. We would, therefore, appreciate it very much if you would have the County Commissioners act on this request and forward to us the proper SR-2 form for our further handling.

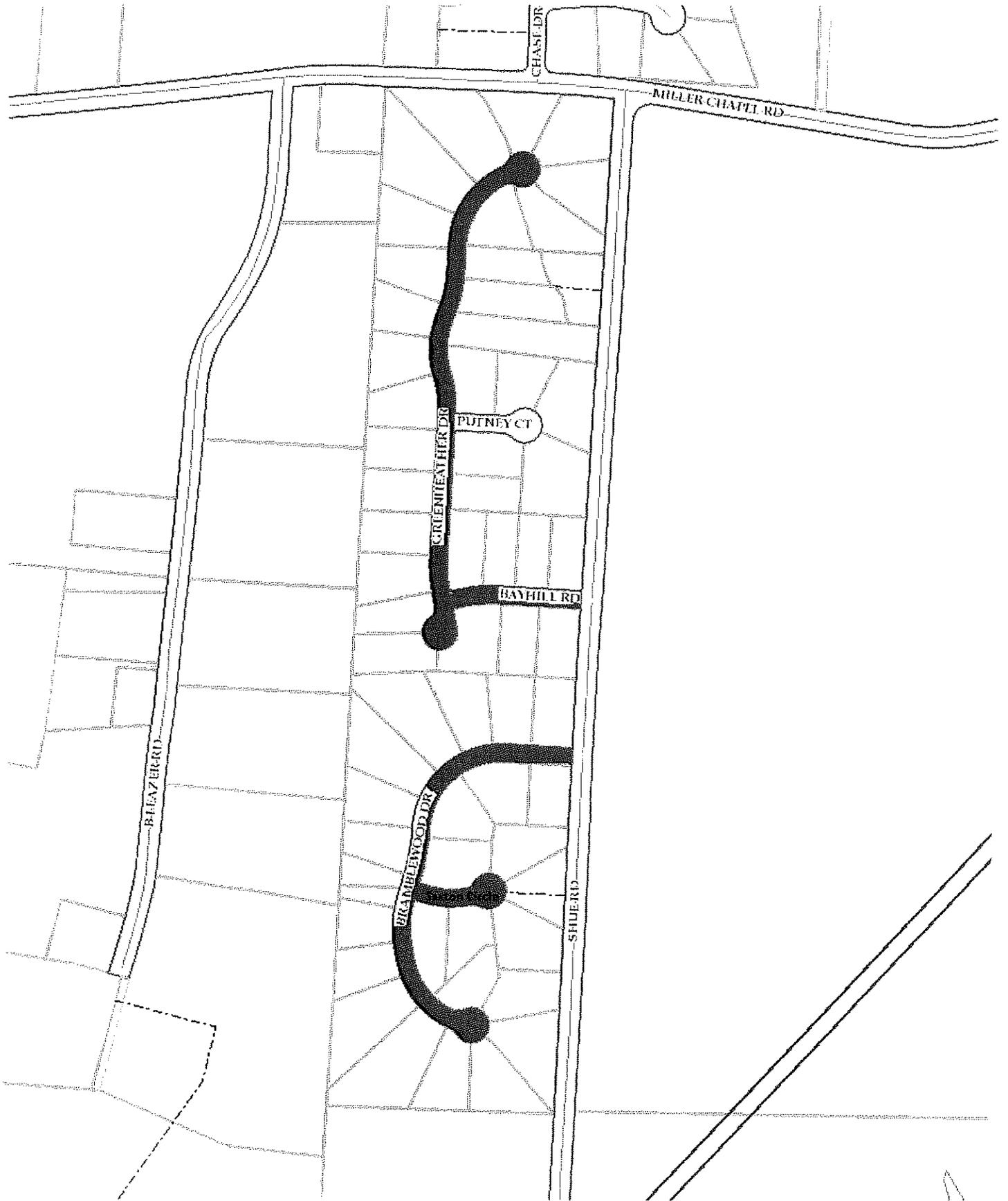
Thanking you in advance for your assistance in this matter, and if I may be of further assistance, please advise.

Sincerely,


Chris T. Corriher, PE
District Engineer

CTC/tlb
Attachment(s)

Nothing Compares™



1

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Rowan Road Name: Bayhill Drive
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Ashland Place 1 & 2 Length (miles): 0.08

Number of occupied homes having street frontage: _____ Located (miles): 0.28

miles N S E W of the intersection of Route 1514 and Route 1506.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Ashland Place in Rowan County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Ken Trexler Phone Number: 704-202-5747

Street Address: _____

Mailing Address: PO Box 102 Salisbury NC 28145

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Nina Oliver, Public Health Director
DATE: November 9th 2016
SUBJECT: Healthy Places for Healthy People Grant

The Rowan County Health Department (RCHD) is partnering with the City of Salisbury to apply for a Healthy Places for Healthy People Grant that focuses on increasing economic conditions and revitalizations through health. We will focus on improving the Salisbury Farmers Market. While no momentary value is provided by the grant, the grant will provide experts to travel to and facilitate a two day summit in Salisbury to assist with creating an action plan.

ATTACHMENTS:

Description	Upload Date	Type
Healthy Places for Healthy People Grant	11/9/2016	Cover Memo

Memo

To: Rowan County Board of Commissioners

From: Nina Oliver, Public Health Director
Elizabeth Davis, Quality Improvement Specialist

Date: November 9th 2016

Re: Healthy Places for Healthy People Grant

Situation

The Rowan County Health Department (RCHD) is partnering with the City of Salisbury to apply for a Healthy Places for Healthy People Grant that focuses on increasing economic conditions and revitalizations through health. We will focus on improving the Salisbury Farmers Market.

Background

Rowan County Health Department is working with the City of Salisbury to support and strengthen a Farmers Market for farmers and small businesses to sell goods to the local community. Funding will not be provided by the grant. If awarded, the grant will provide planning and logistic experts who will host a two day summit in Salisbury in which we will develop an action plan focusing on creating a permanent place in Salisbury to place the Farmers Market. The experts will also assist with finding funding in order for us to implement the action plan. The grantor will check back in with us several months after the two day summit to see determine our progression and offer additional guidance.

Assessment

RCHD is partnering with the City of Salisbury to make the Farmers Market more permanent in the community. While no momentary value is provided by the grant, the grant will provide experts to travel and facilitate a two day summit to create an action plan. The focus of the summit would be how to develop and implement a plan to create a permanent place for the Salisbury Farmers Market.

Recommendation

The Rowan County Health Department respectfully notifies the Rowan County Board of Commissioners that the Rowan County Health Department has applied for the Healthy Places for Healthy People Grant. The grant was due November 6th 2016.

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 10, 2016
SUBJECT: Annual Bond Report

Please see the attached memo and schedule.

Please approve the attached information.

ATTACHMENTS:

Description	Upload Date	Type
Memo and Schedule	11/14/2016	Backup Material

Memo

To: Board of Commissioners
From: Nick Childers, Risk Manager *NRC*
CC:
Date: 11/14/2016
Re: Annual Bond Report

As required by NC General Statute 162-9, attached is the annual bond report for your approval. Per the General Statute the original bond of the Sheriff has been deposited with the Clerk of Superior Court for safekeeping.

Rowan County Bonds

Name	Position	Bond Amount	Total Premium	Term	Expires	Underwriter
Kevin L. Auten	Sheriff	\$25,000.00	\$443.00	4 Years	12/1/2018	Penn National
Leslie Heidrick	Finance Director	\$200,000.00	\$1,850.00	1 Year	9/29/2017	Penn National
Kelvin Byrd	Tax Administrator	\$200,000.00	\$2,700.00	3 Years	11/1/2018	Penn National
Jonathan E. Brindle	Register of Deeds	\$50,000.00	\$200.00	4 Years	12/1/2018	SureTec Insurance
THE STATE SETS THE BOND AMOUNT FOR SHERIFFS AT \$25,000 AND FOR REGISTER OF DEEDS AT \$50,000						

As required by NC General Statute 162-9, the board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping.

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: November 14, 2016
SUBJECT: Resolution Establishing Board of Commissioners 2017 Meeting Schedule

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/14/2016	Cover Memo

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



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

Rowan County Board of Commissioners

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

RESOLUTION ESTABLISHING BOARD OF COMMISSIONERS 2017 MEETING SCHEDULE

WHEREAS, the Rowan County Board of Commissioners recognizes the importance of public service and accommodating its citizens by providing the opportunity for public attendance at Commission meetings; *and*

WHEREAS, the Rowan County Board of Commissioners presently meets at 130 West Innes Street, Salisbury, North Carolina and holds its regular meetings the first and third Monday of each month beginning at 3:00 p.m. and 6:00 p.m. respectively.

NOW, THEREFORE BE IT RESOLVED that the Rowan County Board of Commissioners hereby adopts the above meeting schedule and meeting times for 2017 in an effort to continue to encourage citizen participation at Board meetings.

BE IT FURTHER RESOLVED that the exceptions to the 2017 regular meeting schedule are approved as follows:

- Change the January 2, 2017 Meeting to Tuesday, January 3, 2017
- Change the January 16, 2017 Meeting to Tuesday, January 17, 2017
- Change the September 4, 2017 Meeting to Tuesday, September 5, 2017

Adopted this 21st day of November 2016.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

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

Equal Opportunity Employer



recycled paper

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Robert Van Geons, Economic Development Director
DATE: November 15, 2016
SUBJECT: Set Public Hearing For December 5, 2016 for Project BB3

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	11/15/2016	Cover Memo

Memorandum

Date: November 15, 2016
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Robert M. Van Geons, Executive Director
Re: *Request for public hearing to consider incentives for "Project BB3"*

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of County Commissioners schedule a public hearing for December 5, 2016 to consider an Investment Grant request from "Project BB3." The Company is an existing employer in Rowan County that will create more than 15 new jobs, and invest more than \$5 million in new construction and equipment.

"Project BB3" would allow the Company to increase employment levels and expand its operations in Rowan County. The total capital investment for the project meets the minimum criteria for consideration of a "Level 1" Grant under the adopted Rowan County Investment Grant Program. This project would allow us the opportunity to actively support a company that has a long and valued relationship with our community, as well as expand the County's tax base.

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

Yours truly,



Robert M. Van Geons
Executive Director

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Franklin Gover, Planner
DATE: 11/10/2016
SUBJECT: Public Hearing For Z 11-16; Velazquez Produce

Cynthia Cruz, on behalf of Pablo Velazquez, is requesting an amendment to the existing CBI CUD on Rowan County tax parcel 815 033, located at 1710 Campbell Rd, for a 2,576 sq. ft. expansion to the existing structure for dry storage. Velazquez Produce collects bulk shipments of produce from local and regional producers and repackages the products for resale.

1. Receive staff report **2.** Petitioner comments **3.** Conduct public hearing
4. Close hearing and discuss **5.** Develop statements **6.** Approve / Deny / Table **Z 11-16**

ATTACHMENTS:

Description	Upload Date	Type
Z 11-16 Staff Report	11/10/2016	Exhibit
Rezoning Application	11/10/2016	Exhibit
Site Plan	11/10/2016	Exhibit
GIS MAP	11/10/2016	Exhibit



v

Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-638-3130

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Franklin Gover, Planner
DATE: November 10, 2016
RE: **Z 11-16**

SUGGESTED BOARD OF COMMISSIONERS ACTION

1. Receive staff report **2.** Petitioner comments **3.** Conduct public hearing
4. Close hearing and discuss **5.** Develop statements **6.** Approve / Deny / Table **Z 11-16**

REQUEST and BACKGROUND

In 1999 the Rowan County Board of Commissioners unanimously approved a rezoning from Rural Agricultural (RA) to Commercial Business Industrial (CBI) with a Conditional Use District (CUD) to establish a 5,000 sq. ft. wholesale produce and distribution facility. The request was approved with two conditions: 1) the warehouse use is limited to produce storage and distribution only and 2) hours of operation are limited to 5:00 AM to 10:00 PM. A 5,000 sq. ft. expansion was proposed in 2004, but subsequently withdrawn. Then in 2006 the Board of Commissioners approved a 10,000 sq. ft. expansion, however, no permits were issued and the expansion never occurred. Upon researching this request Planning Staff observed several unpermitted expansions, while the expansion were not approved through the correct processes they do not appear to create any violations.

Cynthia Cruz, on behalf of Pablo Velazquez, is requesting an amendment to the existing CBI CUD on Rowan County tax parcel 815 033, located at 1710 Campbell Rd, for a 2,576 sq. ft. expansion to the existing structure for dry storage. Velazquez Produce collects bulk shipments of produce from local and regional producers and repackages the products for resale. This request includes the reorganization of the gravel parking lot to accommodate commercial vehicles and employee parking, and improvements to the

driveway entrance to gain compliance with the NCDOT issued driveway permit. No screening is required, however in a previous decision a condition of approval required the dumpster area relocated to the rear of the property with a 6' opaque screen. The applicant has since volunteered to relocate the dumpster. Since the October Planning Board meeting the applicant has requested to include a metal carport to the site plan.

In September 2016, ZTA 01-16 was approved introducing the Conditional Zoning process, which replaces the Parallel Conditional Use Rezoning process. Pre-existing CBI-CUD districts, including the CUD on the subject parcel, are changed to CD districts. The previously approved site plan, limitations and conditions are incorporated without change into the new district.

An amendment to the CBI-CD district and approved site plan is required whenever an expansion or modification of greater than ten percent of the approved structure size is proposed. It is also worth noting the property and business owner, Pablo Velazquez, lives on an adjoining parcel. Minor changes to the site plan may occur between the date of this request and the public hearing date.

**ZONING
CRITERIA**

1. Relationship and conformity with any plans and policies.

Plans - According to the Western Rowan Land Use Plan this property is located within Area One, areas primarily north of NC 152 that are not adjacent to any of the municipalities. The Western Land Use Plan recommends Neighborhood Business (NB) district for locating new or expanding existing rural businesses. CBI-CD is often used as an alternative to NB zoning when special requirements can not be met.

Note: This parcel is located within the Yadkin River Watershed IV PA area.

Policies – N/A

2. Consistency with the requested zoning district's purpose and intent.

Commercial, Business, Industrial, CBI -This zone allows for a wide range of commercial, business and light industrial activities which provide goods and services. This district is typically for more densely developed suburban areas, major transportation corridors, and major cross-roads communities. However this district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

While the NB district is recommended for rural businesses by the Western Rowan Land Use Plan, wholesale trade is not permitted in the NB district. The CBI-CD district allows for reasonable conditions to be placed on the use. In the previous decisions, the Board of

Commissioners have placed conditions on the hours of operations, relocation of dumpsters, and driveway improvements to limit adverse effects on neighboring properties.

3. Compatibility of all uses within the proposed district classification with other properties and conditions in the vicinity.

Compatibility of uses –

The only allowed use within this conditional district is the wholesale trade of produce. The business has existed in this location since 1999. Given the limited use and conditions imposed, previous board decisions deemed the wholesale trade of produce compatible with the surrounding area. The Board of Commissioners may work with the applicant to include new and previously agreed upon conditions, such as relocation of the dumpster and evergreen screening.

Conditions in the vicinity (see map) –

The Velazquez Produce site includes approximately 10,500 sq. ft. of warehousing facilities, and a manufactured home used as an office. The parcels on either side of parcel 815 033 are vacant. The parcel to the rear of the produce business contains Mr. Velaquez's residence. The closest residence is 400 feet north along Campbell Rd. Looking to the south of the rezoning site there are residences, the Spring Meadow development, and approximately .8 of a mile south is the Rowan County Landfill. The Woodleaf Speedway is just under a mile away along Potneck Rd.

4. Potential impact on facilities such as roads, utilities and schools.

Roads – The NCDOT Division 9 local office has reviewed and approved an updated driveway permit which require the existing gravel area be narrowed and contained to 50' of access along Campbell Rd. Traffic count information collected in 2012 suggests that vehicles make an average of 350 trips along Campbell Rd, measured at the rezoning site.

Utilities – Uses on this site will utilize private water and sewer, subject to verification from the Rowan County Environmental Health Office.

Schools – N/A

PROCEDURES

Staff recommends that the Board of Commissioner adopt a statement of reasonableness before deciding to approve or deny this request to address any claims of spot zoning. This statement should provide the basis for the board's decision and determine whether the request is reasonable and in the public interest. A statement of consistency is also necessary to address the relationship between this request and any applicable county adopted plans prior to making a decision to approve or deny the request. The Applicant and Board of Commissioners may work together to developed mutually agreed upon conditions.

PLANNING BOARD MEETING OCTOBER 24, 2016

No one spoke for or against the request. A motion to approve Z-11-16 was made by Mike Agee and seconded by Joe Coladarci. The motion passed unanimously (6-0) based on the following statements and recommended statements:

Reasonableness:

"Z-11-16 is reasonable based on the request being an expansion of the current wholesale trade use that was previously approved."

Consistency:

"Z-11-16 is consistent based on the request following the current land use of whole sale trade with the warehouse being limited to produce storage and distribution only."

Recommended Conditions:

1. The use to remain warehouse produce storage (previously approved)
2. The hours of operation to stay within 5:00 AM to 10:00 PM (previously approved)
3. The dumpster is relocated behind the building
4. Get building permits on all of the additions to the property

STAFF COMMENTS

1. The proposed changes include a 2,576 sq. ft. building expansion for dry storage
2. The driveway will be improved to limit access to 50 feet in width. NCDOT has reviewed the proposed driveway improvements
3. The Board of Commissioners may include new and previously agreed upon conditions, such as relocation of the dumpster and evergreen screening.

4. Staff suggests including a condition stating that all future expansions will be properly permitted and inspected by Rowan County Building and Inspections Department.
5. Minor changes in the site plan may occur between this request and the public hearing date

ACTION OF THE BOARD OF COMMISSIONERS

1. Motion to adopt a statement of reasonableness
2. Motion to adopt a statement of consistency
3. Motion to recommend approval/denial/table the request to amend the conditional district on Tax Parcel 815 033 with(out) conditions

ATTACHMENTS

1. Application
2. GIS Maps
3. Site Plan



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

Case # Z-11-16
Date Filed 9-20-16
Received By [Signature]
Amount Paid 300.00

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Pablo Velazquez
Signature: _____
Phone: 704-239-8323 Email: N/A
Address: 2735 Potneck Rd.
Woodleaf, NC 28054

APPLICANT / AGENT INFORMATION (Complete affidavit on back if other than owner):

Name: Cynthia Cruz
Signature: [Signature]
Phone: 7049531442 Email: lcmasonryinc@aol.com
Address: 9213 Unbridle lane
Waxhaw, NC 28173

PROPERTY DETAILS:

Tax Parcel(s): 815 033 Size (sq.ft. or acres): 5.00
Property Location: 1700 CAMPBELL RD
Current Land Use: Wholesale Produce
Date Acquired: 1997 Deed Reference: Book 809 Page 434

Surrounding Land Use: North Agicultural / Residential
South Agicultural / Residential
East Agicultural / Residential
West Agicultural / Residential

Existing Zoning CB1 CUD Requested Zoning Amend D CUD

AFFIDAVIT OF OWNER

To be completed if a second party will represent case

I (We), Pablo Velazquez, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Pablo Velazquez

Date: 9-19-16

Name of Applicant / Agent: Cynthia Cruz

Address: 9213 Unbridle Lane Waxhaw, NC 28173

Phone Number: 704-239-8323

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

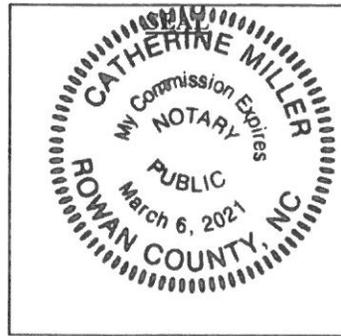
STATE OF NC

COUNTY OF ROWAN

I, Catherine Miller, a Notary Public for said County and State, do hereby certify that Pablo Velazquez personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

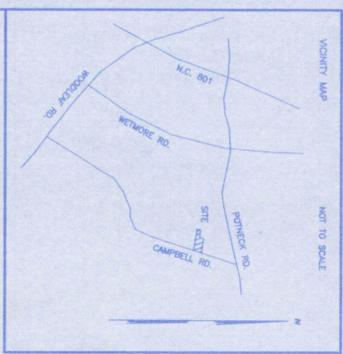
My commission expires March 6, 2021.

Catherine Miller



OFFICIAL USE ONLY

- 1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
- Courtesy Hearing: 10/24/16 3. Notifications Mailed: 10/14/16 4. Property Posted: 10/13/16
- 5. Planning Board Action: Approved Denied 6. Board of Commissioners
- Public Hearing: 11/24/16 7. Notifications Mailed: 11/9/16 8. Property Posted: 11/9/16
- 9. Dates Advertised: 1st 11/9/16 2nd 11/14/16 10. BOC Action: Approved Denied
- 11. Date Applicant Notified: / /

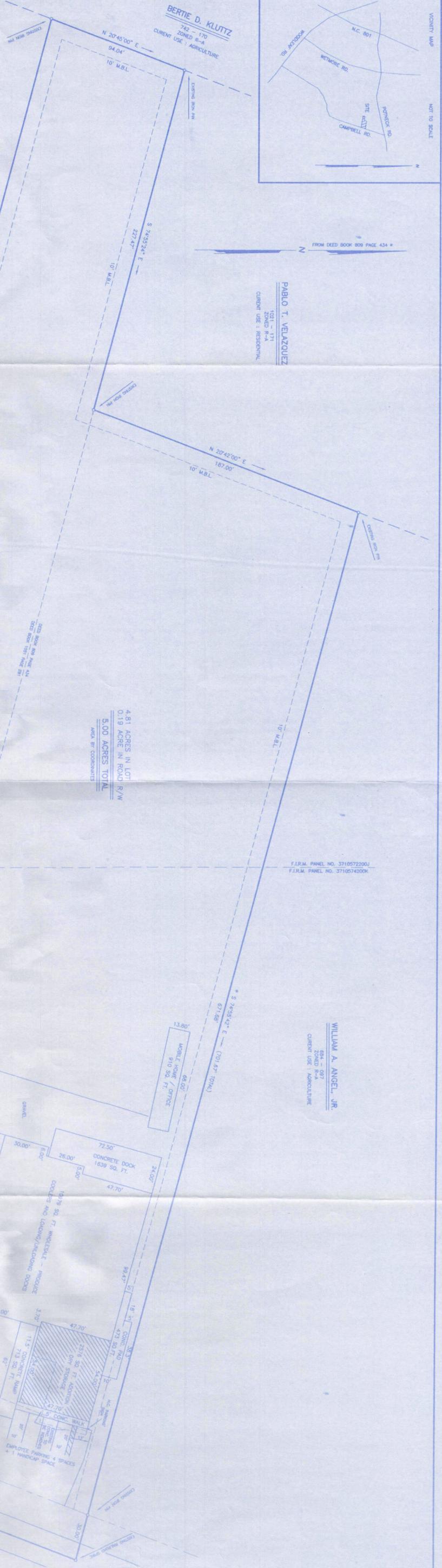


FROM DEED BOOK 808 PAGE 434

PABLO T. VELAZQUEZ
 1021 - 171
 ZONED R-A
 CURRENT USE: RESIDENTIAL

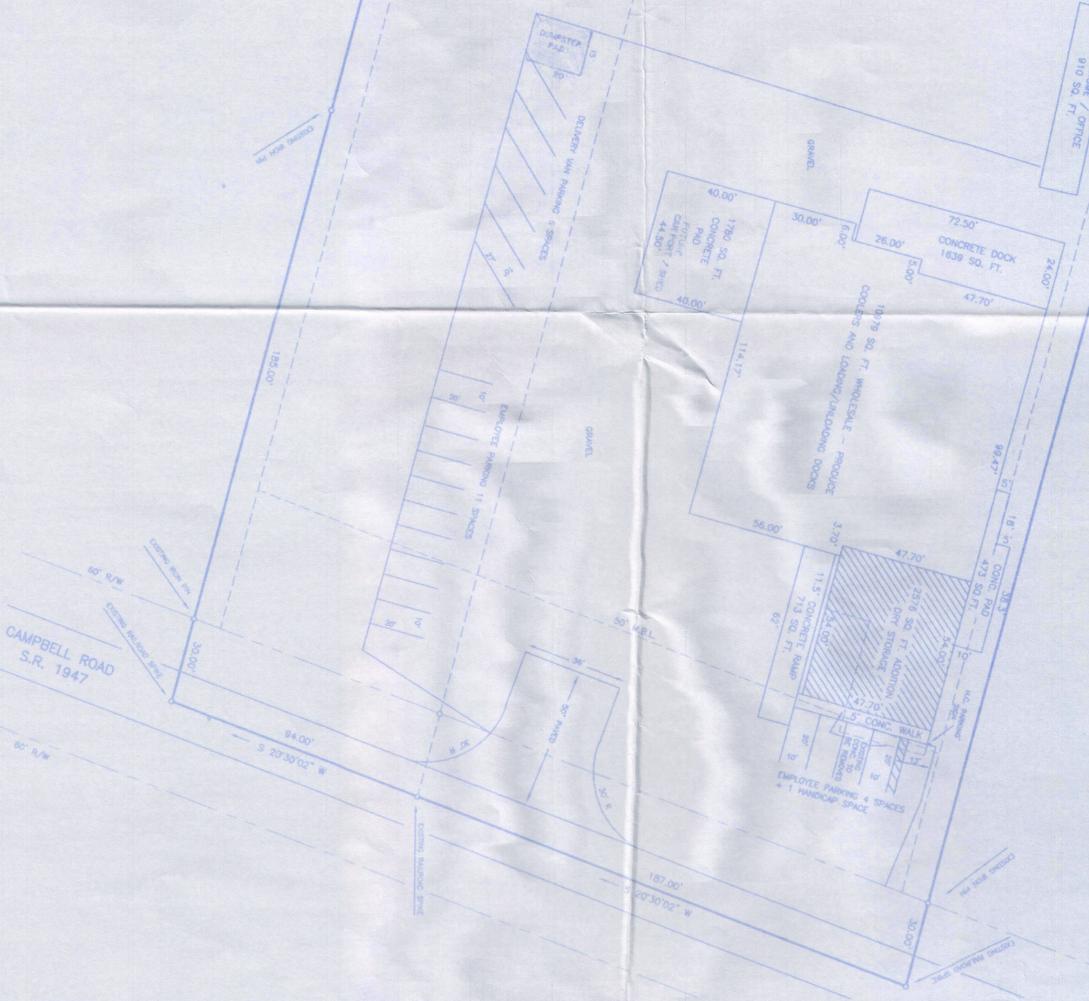
WILLIAM A. ANGEL, JR.
 884 - 893
 ZONED R-A
 CURRENT USE: AGRICULTURE

F.I.R.M. PANEL NO. 3710574200K
 F.I.R.M. PANEL NO. 3710574200K



4.81 ACRES IN LOT
 0.19 ACRE IN ROAD R/W
5.00 ACRES TOTAL
 AREA BY COORDINATES

PABLO T. VELAZQUEZ
 1250 - 918
 ZONED R-A
 BOOK OF MAPS PAGE 7928
 CURRENT USE: AGRICULTURE



CAMPBELL ROAD
 S.R. 1947

PABLO T. VELAZQUEZ
 SITE PLAN FOR



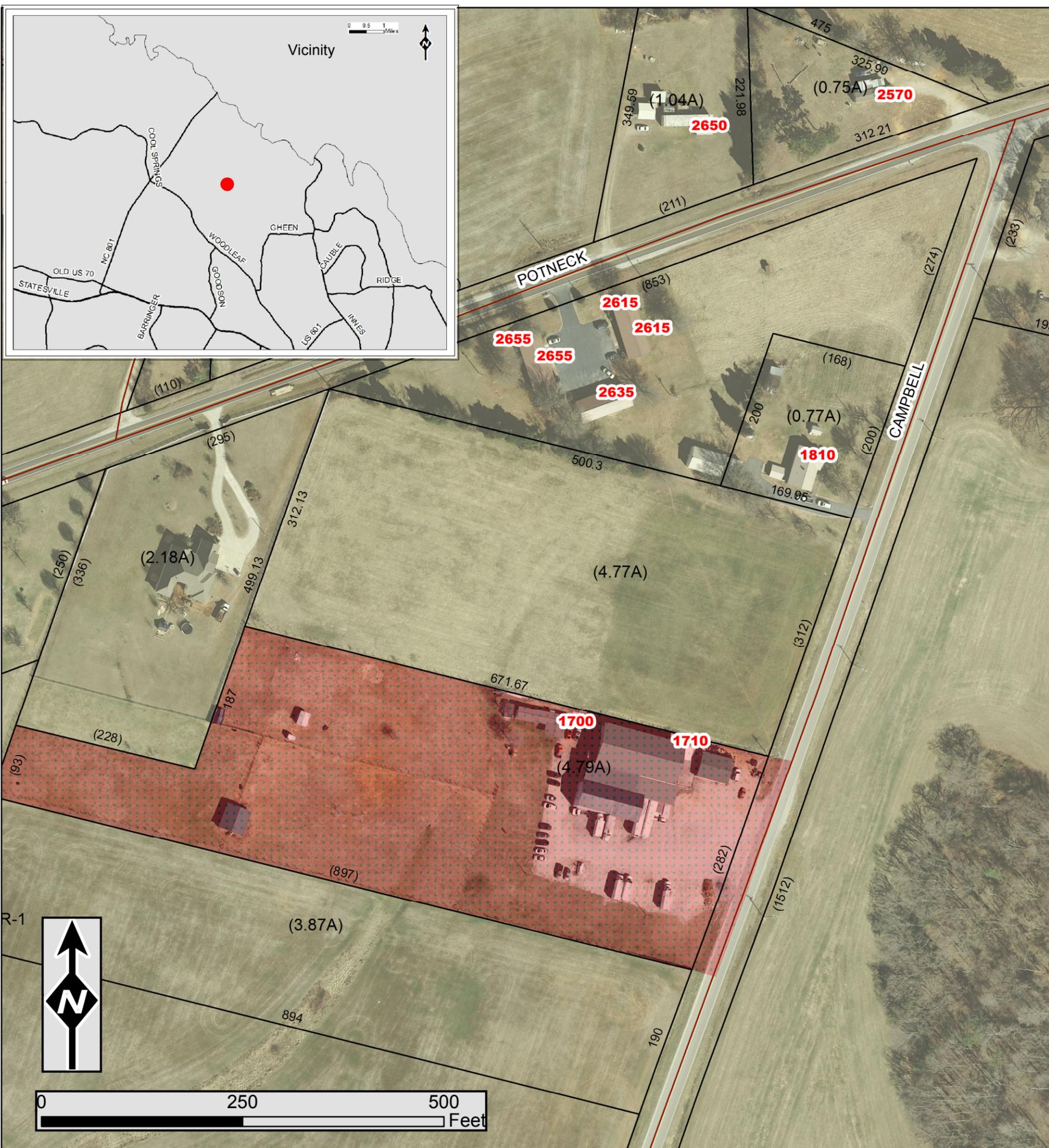
SCALE: 1" = 30'
 DATE: 06-03-2016
 UNIT: FEET
 NORTH: CAROLINA
 1641'S LAND SURVEYING
 8911 WOODRUFFLE ROAD
 SULLSBURY, N.C. 28147
 PHONE: 704-953-7444

- NOTES:
- (1) THIS PROPERTY IS ZONED CB-CUD ROWAN COUNTY ZONING
 - (2) THIS PROPERTY IS LOCATED WITHIN A WATER SUPPLY WATERSHED, YADON RIVER W.S. (SALISBURY W.S.I.)
 - (3) THIS PROPERTY IS NOT LOCATED IN A FLOOD ZONE PER F.I.R.M. PANEL NO'S 3710574200K & 3710572200J EFFECTIVE DATE 09-16-2009
 - (4) BOUNDARY FROM SURVEY BY DEAL'S LAND SURVEYING DATED 09-17-1997 FOR PABLO T. VELAZQUEZ & W. TERESA G. VELAZQUEZ
 - (5) MAX. BUILT UPON AREA = 50285 SQ. FT. (24% OF 4.81 ACRES) 50100 +/- SQ. FT. IN BUILDING AND PARKING LOT < MAX. AREA
 - (6) AREA OF PROPOSED BUILDING ADDITION 29733.9 SQ. FT.
 - (7) FROM SEC. 21-166 REQUIRED PARKING - WHOLESALE TRADE = 1 SPACE EACH EMPLOYEE ON LARGEST SHIFT + 1 SPACE/VEHICLE PROVIDED SPACES = 10, REQUIRED PARKING = 10 SPACES TOTAL PROVIDED SPACES = 11

THIS PLAN WAS DRAWN FROM MAPS AND DEEDS NOT AN ACTUAL SURVEY, BUILDING AND GRAVEL LOCATIONS ON 05-02-2016
 RECEIVED 08-10-2016
 REVIEWER: 11-03-2016 (WATERWAY PLAN / CUR FRONT)

REFERENCES: 1710 LAND 914 PAGES 124, 125, 126
 DEED BOOK 509 PAGE 124
 DEED BOOK 1031 PAGE 281
 PARAPHRASE ADDRESS: 1710 CAMPBELL ROAD WOODLEAF, N.C. 27054

DRAWING NO. 4444



**Z 11-16 Velazquez Produce Expansion
Amending the CBI-CD District
Parcel 815 033
1710 Campbell Rd, Woodleaf**

LEGEND

ZONING

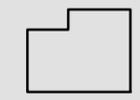


RA



CBI CUD

— Roads



Parcels

Rowan County makes no warranty or other assertion as to the accuracy or completeness of the maps for any particular purpose and neither Rowan County nor it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

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A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: November 11, 2016
SUBJECT: CUP 08-16: Quasi-Judicial Hearing for Cherry Treesort

REQUEST

Trent Cherry has submitted a conditional use permit application [CUP 08-16] for consideration by the Commission under the recently adopted provisions for cabin rentals in the Rural Agricultural (RA) district. In this case, the "cabins" are tree houses used for temporary and overnight lodging.

The project, dubbed Cherry Treesort, is located on a 26.1 acre tract on Flat Rock Road and currently is home to two (2) tree house rentals. Long term plans for expansion may include up to five (5) additional tree house units.

RECOMMENDATION

Conduct quasi-judicial hearing.

ATTACHMENTS:

Description	Upload Date	Type
Chairman's Speech	11/11/2016	Backup Material
CUP 08-16 Staff Report	11/11/2016	Cover Memo
Attachment 1: Application and Narrative	11/11/2016	Backup Material
Attachment 2: Applicant's Evaluation Criteria Responses	11/11/2016	Backup Material
Attachment 3: Applicant's Site Plan	11/11/2016	Backup Material
Treehouse 1 & 2	11/11/2016	Exhibit
CUP 08-16 Worksheet	11/11/2016	Backup Material

The following speech should be read by Chairman Edds prior to consideration of this agenda item

CHAIRMAN'S SPEECH

The hearing for consideration of CUP 08-16 is now in session and will focus on an application submitted by Mr. Trent Cherry to utilize two (2) existing tree houses and construct up to five (5) additional units for temporary and overnight lodging on Tax Parcel 120-140 located on Flat Rock Road.

If anyone present feels that any member of this Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept sworn testimony. No hearsay evidence is admissible.

Ed Muire will provide the Staff Report for this application.



Rowan County Planning and Development Department

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

Phone: 704-216-8588 § Fax: 704-638-3130

Conditional Use Permit Request CUP 08-16

MEMORANDUM

TO: Chairman Edds and Board of Commissioners
FROM: Ed Muire, Planning Director
RE: CUP 08-16
DATE: November 8, 2016

REQUEST

- § **CUP 08-16 Request:** Trent Cherry requests issuance of a conditional use permit to utilize two (2) existing tree houses and construct up to five (5) additional tree houses for temporary and overnight lodging on Tax Parcel 120-140 which is located in a Rural Agricultural (RA) zoning district. The application and narrative is included as Attachment 1; Evaluation Criteria as Attachment 2; and Site Plan as Attachment 3.

BACKGROUND

Trent Cherry acquired the 26.1 acre tract (Tax Parcel 120-140) located in the 1900 block of Flat Rock Road on March 31, 2015. The property has been and currently is in the present use value system for “agriculture” as open pastureland and woodlands. As noted in the applicant’s narrative (Attachment 1), the property is currently farmed for corn, barley and hay.

The applicant’s narrative further details how one (1) tree house for the Cherry family evolved into construction of a second tree house, either of which can be rented thru their cherrytreesort.com website or airbnb.com. Staff became aware of the tree houses based on the August 2016 cover story in *Salisbury, the magazine*. Intrigued by the concept, Staff visited the site and then discovered the structures had not obtained zoning permits and likewise, lacked related building, well and septic permits. Consequently, Staff issued a warning citation on August 8, 2016 to cease operations until violations were corrected, resulting in an August 25, 2016 meeting with Mr. Cherry, the County Attorney and the various County departments having jurisdiction.

Based on his investment, Mr. Cherry indicated willingness, and has been given the opportunity, to bring the operations into compliance with all applicable building, environmental and zoning codes. In his situation, this includes:

- § **Building Codes:** Given the non-traditional type of construction, an NC Registered Professional Engineer must certify the tree houses comply with applicable aspects of the residential building code for building, electrical, mechanical and plumbing.
- § **Environment Health:** Provisions for water service and disposal of gray water must obtain requisite permits.
- § **NC DOT:** Obtain a commercial driveway permit for access onto Flat Rock Road.
- § **Zoning Code:** ZTA 02-16 (approved 10-17-16) was prompted by this situation and created the term “cabins”, which includes tree houses, and

consideration as a conditional use in the NB, RA district and permitted in CBI.

Wanting to retain the present use value deferral for farming operations, Mr. Cherry opted to apply for this conditional use permit request as opposed to a CBI map amendment.

VICINITY ANALYSIS

Tax Parcel 120-140 has over 1600 feet of frontage on Flat Rock Road (SR #1210) and is situated between the western reaches of the towns of China Grove and Landis. Parcel zoning consists of twenty (20) acres of Rural Agricultural (RA) and six (6) acres of Rural Residential (RR). The parcel is bordered on its eastern edge by an RR district containing the A.S Sechler Estate (subdivision) developed in 1943 and has a mix of single-family and manufactured housing along Beaver Road (SR #1209).

CONDITIONAL USE CRITERIA

The applicant's response to the Evaluation Criteria in Section 21-59 is included as Attachment 2; Staff analysis of the criteria is included below.

1. Adequate transportation to the site exists.

The project has obtained a commercial driveway permit from NC DOT signifying adequate sight distance and safe access for the additional trips generated by current units and any future expansion of the project.

2. The use will not significantly detract from the character of the surrounding area.

As the term tree house implies, the current and proposed units are situated within the existing tree line and are not readily visible from adjoining property or from the road. Allowance of "cabins" in the RA district as a conditional use assumes the use is compatible with the character of the surrounding area provided the specific and general conditional use criteria for consideration are met.

3. Hazardous safety conditions will not result.

Although not yet achieved, the applicant has contracted with a NC Registered Professional Engineer to document the existing units as compliant with the NC Building Code. Given the units were constructed without the benefit of permits and inspections, it is imperative the structures be determined code compliant ensuring the safety of occupants in these rentals. Likewise, any additional tree house units associated with this project must obtain the requisite permits prior to construction and inspections prior to occupancy.

4. The use will not generate significant noise, odor, glare or dust.

The location of the existing and proposed units are setback from property lines to the extent the aforementioned nuisances should not present concerns.

5. Excessive traffic of parking problems will not result.

Flat Rock Road is designated as a minor thoroughfare and the Cabarrus-Rowan Metropolitan Planning Organization's (CRMPO) Comprehensive Transportation Plan (CTP) suggests the current design capacity is 11,800 vehicles per day. 2014 NCDOT traffic counts indicate traffic on Flat Rock Road consists of 2,300 vehicles per day just north of the site near its intersection with West NC 152 Hwy.

6. **The use will not create significant visual impacts for adjoining properties or passersby.**
As noted in Item #2, the existing and proposed tree houses are situated such that visibility for adjoining properties and passersby is not an issue of concern.

SPECIFIC CONDITIONAL USE CRITERIA

Amendments to Section 21-60(7)(b) of the Zoning Ordinance provided specific criteria for development of cabins in settings similar to that of campgrounds and recreational vehicle parks.

1. **Minimum Lot Size.**

The area encumbered by the site plan is six (6) acres and exceeds the minimum lot size requirement of two (2) acres.

2. **Setbacks.**

Although difficult to gauge from the scale of the applicant's site plan, the location of existing and proposed tree house units will comply with the setback standards of 50' front / 30' side street / 20' side and rear.

3. **Density.**

This minimum size of spaces is to be determined by the Rowan County Health Department. The applicant was issued zoning authorization on 8-25-16 to obtain soil evaluations for a septic system to receive any gray water or sewage generated by the units, but no requests for site inspections have been conducted to date.

4. **Interior Drives.**

The interior drive requirement is eighteen feet (18') wide with six inches (6") compacted stone. Access to the existing units is a gravel road, but its width and stone thickness have not been verified by Staff.

5. **Parking.**

A minimum of one (1) off-street parking space per site is required and the current units comply with this standard and future expansions will be required to do so as well.

6. **Screening and Buffering.**

The existing units are located within the tree line which satisfies the screening from adjacent properties requirement. Likewise, the required twenty foot (20') buffer is contained within the setback requirement noted in item #2 of this section. Prior to construction of additional units, Staff will verify these screening and buffering requirements are satisfied.

STAFF RECOMMENDATION

In most cases conditional use permit requests precede construction and operation of a use, but in this case, two (2) tree houses are currently being utilized for rental purposes that have not obtained the necessary permits or inspections certifying minimum safety standards for occupancy have been satisfied. Although appearances suggest the units are of a design and quality construction that would comply with building code standards, no certainty exists based on the manner in which this use evolved. Liability associated with unit rental and operation is primarily that of Mr. Cherry, but the County does have some exposure for allowing continued occupancy of the units without requiring permits / inspections or evidence from a NC Registered professional Engineer the existing units are building code compliant.

While Staff supports the tree house concept and recognizes the uniqueness of this type tourism, Staff recommends conditional approval of the CUP 08-16 request due to unresolved permitting and subsequent liabilities. Pursuant to Section 21-63(a) of the Rowan County Zoning Ordinance, the

Commission may authorize conditional approval of the application which allows the applicant forty-five (45) days to submit a revised application. Although a revised application is not necessary, Staff opinion is that supplemental information related to the request is necessary and suggests these conditions be met within the 45 day period:

1. Obtain all building related permits for the two (2) existing tree house units and provide sufficient documentation to the Rowan County Building Inspections Department certifying each unit complies with the building, electrical, mechanical and plumbing sections of the NC Building Code. This condition is directly related to item #3 of the General Conditional Use Criteria evaluated herein.
2. Obtain the necessary Environmental Health permits for installation of a septic tank system. This condition is directly related to item #3 of the Specific Conditional Use Criteria contained herein.
3. Make any necessary road improvements based upon Staff inspection to achieve compliance with item #4 of the Specific Conditional Use Criteria contained herein.

PROCEDURAL MATTERS

Assuming the Commission grants conditional approval, findings of fact are not necessary until a decision to grant or deny the CUP 08-16 request is made. Issuance of conditional approval essentially continues the request, giving an applicant the benefit of providing additional information in support of the application. However, if the three (3) Staff recommendations noted above and any others imposed by the Commission are not provided within the 45 day period, the application is deemed disapproved and a similar application may not be submitted within twelve (12) months from the date of the hearing.

Worksheets for developing Findings of Fact are also attached for reference and future consideration.



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

Case # CUP 08-16
Date Filed 10-25-16
Received By MEM
Amount Paid ✓

Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Nicholas Trent Cherry
Signature: [Handwritten Signature]
Phone: 704-467-5496 Email: trutcherry@hotmail.com
Address: 250 woodland drive
China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: _____
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel: 120 140 Zoning District: Agriculture
Date Acquired: 3/31/15 Deed Reference: Book 1249 Page 930
Property Location: 1920 Flat rock road, China Grove NC
Size (sq. ft. or acres): 26.10 Street Frontage: 1750 ft.
Current Land Use: Farming

Surrounding Land Use: North Farming / Residential
South Farming
East Residential
West Farming

PURPOSE & SECTION:

State purpose of conditional use permit:

So that I can rent out treehouses on my farm
while continuing to farm it in the Agriculture zoning.

Cite section(s) of Zoning Ordinance which permit is being requested:

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes No

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: MEM 2. Board of Commissioners

Public Hearing: 11/21/16 3. Notifications Mailed: 11/9/16 4. Property Posted:

11/10/16 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:

 / /

Site Plan

Address: 1920 Flat Rock Road Parcel # 120 140
China Grove, NC 28023

Proposed Use:

Two years ago my wife and I bought a 26.1 acre farm off Flat Rock Road in China Grove. Our neighbors, Dennis Corriher and "Wild Bill" Corriher farm the land. They rotate crops between corn, barley, and hay. After a year or so I decided it would be a good idea to build a treehouse for my kids in the woods on the farm. Long story short....we hired some professional treehouse builders and built a small 207 sq. foot treehouse with a nice back deck to look over the woods. The treehouse consists of one queen bed, kitchen area, bathroom with compost toilet, shower, and a futon to watch TV.

As the treehouse was being built, locals were curious as to what we were building and wanted to see the progress. Within a month of getting the treehouse built and spending some weekend nights there, we had friends and family wanting to stay there as well. One thing lead to another and we realized that renting the treehouse on the weekend could work. We started renting the small treehouse on weekends and decided to build another one so that our family had a place to go when the other treehouse was rented. The second treehouse was almost the same sq footage as the first one but we added another bed in the living area and made bunk house that connected to the main house. The bunk house is an 8 x 8 room with a queen bed in it. Well....it started renting for birthday parties and family getaways too. So now we have two treehouses that we rent out whenever people want them. We do most of our business on the weekends and my wife and I run the property.

Traffic is a non-issue because there are only two treehouses that can sleep 4-6 people. We have a nice big road leading into the property and a gate out front. Our goal is to rezone the property to fit the zoning we need while keeping are crops growing in all the fields. We currently farm almost 15 of the 26 acres and have no plans of changing that. In the middle of the farm is a wooded area and that is where the treehouses are settled. In a perfect world, we would like the ability to ad treehouses to the wooded area as we see fit.

As far as the setbacks go and property lines, we are more than 150 feet away in all directions of the lines. Our closest neighbors are on Beaver road over 500 feet beyond the tree line of our property. We have had no complaints from neighbors so far. From an aesthetic aspect, the treehouses are professionally built and add beauty to the county.

Evaluation Criteria sec 21-59

1). Adequate transportation access to the site exists

As you can see by the pictures there is a big driveway leading into the property as well as a place at the end to turn around. The road going in is approximately 20+ feet wide and over 1,000 feet long. Leading up to the property is easy access off of Highway 152, Patterson road, and Mnt. Moriah Church road.

2). The use will not significantly detract from the character of the surrounding area

The surrounding areas are mostly farms. To the East on the other side of the treeline (Beaver Road) is a road with old houses going down it. My treehouses are first class and will add beauty to the area and the town itself. We have been featured on Salisbury the Magazine, Charlotte Agenda, and voted one of the top destination treehouse on the East Coast by Airbnb.com.

3). Hazardous safety conditions will not result

We had professional treehouse builders design and build the treehouses. We even put incinolet toilets in both to avoid a potential waste problem in both.

4). The use will not generate significant noise, odor, glare, or dust

The treehouses can only hold a few renters at a time. I see no problem with noise or any of the above things mentioned. The treehouses are located in the woods so glare or dust or odor doesn't exist.

5). Excessive traffic or parking problems will not result and the use will not create significant visual impacts for adjoining properties or passersby

Each treehouse has a designated two car spot on the property. With the limited people allowed in the treehouses we see no more than 4 cars on the property at one time. The visual look of the treehouses are beautiful and will not impact in a negative way the adjoining properties or passerbies.

1210

Site plan with additional treehouses and well

-  New treehouses
-  Additional Well







Checklist for Review of Conditional Use Permits

Overview. Conditional uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the conditional use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a conditional use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

Applicant: Trent Cherry
Property Owner: Same
Tax Parcel: 120-140 **Location:** Flat Rock Road
Request: Tree house rentals

General Evaluation Criteria. Has the applicant demonstrated that their proposal can comply with the following general conditional use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not significantly detract from the character of the surrounding area.	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous safety conditions will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not generate significant noise, odor, glare, or dust.	<input type="checkbox"/>	<input type="checkbox"/>
Excessive traffic of parking problems will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not create significant visual impacts for adjoining properties or passersby.	<input type="checkbox"/>	<input type="checkbox"/>

Specific Evaluation Criteria. Has the applicant provided the following specific items necessary for consideration of Nonprofit Athletic Fields? For any item indicated as "NO", compliance with the condition(s) should be required prior to approval or recognized as a reason for denial.

		YES	NO
<i>Minimum Zone Lot Size.</i> 2 acres		<input type="checkbox"/>	<input type="checkbox"/>
<i>Setbacks</i> 50' front / 30' side street / 20' side and rear		<input type="checkbox"/>	<input type="checkbox"/>
<i>Interior Drives.</i> 18' wide with 6" compacted stone.		<input type="checkbox"/>	<input type="checkbox"/>
<i>Density.</i> Approved by Health Dept.		<input type="checkbox"/>	<input type="checkbox"/>
<i>Side and Rear Yard Buffering and Screening.</i> Type A required.		<input type="checkbox"/>	<input type="checkbox"/>
<i>Parking.</i> 1 space		<input type="checkbox"/>	<input type="checkbox"/>

Required Findings. All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In order for the conditional use permit to be granted, all three (3) findings must be satisfied.

Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

Supporting Fact(s): _____

Motion 2: 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.

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

Supporting Fact(s): _____

Additional Conditions. Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

Permit Decision. A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

MOTION TO: GRANT DENY CONTINUE

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: November 11, 2016
SUBJECT: STA 03-16: Public Hearing for Subdivision Text Amendments

REQUEST

The STA 03-16 text proposes to include the term "utility lot" in the County's Subdivision Ordinance as an option for creating lots that do not comply with minimum dimensional standards but still serve a purpose as a non-residential lot.

The accompanying Staff memorandum includes the specifics of the STA 03-16 proposal along with Planning Board consideration and recommendation.

RECOMMENDATION

Conduct Public Hearing.

ATTACHMENTS:

Description	Upload Date	Type
Staff Memorandum	11/11/2016	Cover Memo
STA 03-16 Text	11/11/2016	Ordinance
Alcoa examples	11/11/2016	Exhibit



Rowan County Planning and Development Department

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

Phone: 704-216-8588

Fax: 704-638-3130

MEMORANDUM

TO: Chairman Edds and Commissioners
FROM: Ed Muire, Planning Director
RE: **STA 03-16**
DATE: November 11, 2016

BACKGROUND: STA 03-16 Text

Discussions regarding the creation and transfer of lots not intended for residential or commercial use that were still regulated under the definition of “subdivision” prompted the Staff proposal for “utility lots” in the subdivision ordinance. As noted in the attached ordinance amendments, the idea of a utility lot existed in the ordinance, but was never clearly defined until this Staff generated text amendment.

As typical with other text amendment proposals, the text recommended for deletion appears as ~~strike through~~ and new text appears as ***bold italics***. Staff Commentary in the sidebar of the text amendment packet should provide adequate insight into the rationale for the change.

PLANNING BOARD RECOMMENDATION

Originally included for consideration with the ZTA 02-16 text at its September 26 meeting, the Planning Board opted to have continued discussion and a second courtesy hearing on the STA 03-16 text at its October 24 meeting. The additional review was prompted by uncertainties and concern about creation of tracts under the proposed “utility lot” provision by Alcoa and how this may impact adjoining property owners.

In response to Planning Board concerns, Staff prepared the accompanying maps (ALCOA 1 thru 5) and descriptions of “Utility Lot Impacts” (included herein) for review at its 10-24-16 meeting that depict areas where Alcoa had proposed to create lots that didn’t comply with the County’s subdivision ordinance due to frontage, dimensions, size, etc. However, due to scheduled conveyances between Alcoa and Cube Hydro, Alcoa presented plats for each of these scenarios and obtained administrative approval as exceptions to the County’s subdivision ordinance based on combination with an adjacent parcel or being in excess of ten (10) acres. Combinations of property and tracts in excess of 10 acres are generally exempt from subdivision regulations due to North Carolina General Statute provisions. Attachment 1 is an excerpt from the County’s subdivision ordinance that defines a subdivision of property and also, what is exempt from regulation.

The maps are included for reference and may offer some insight into the concerns of the Planning Board and their subsequent recommendation to eliminate references in the utility lot definition of “*common areas, open spaces and other similar environmental areas.*” Likewise, their Statement of Consistency recommending approval of the modified STA 03-16 text states:

The STA 03-16 text amendments as modified are consistent with the East and West Land Use Plans based on their respect of private property rights as it relates to the creation of common areas, open spaces and environmental areas adjacent to residential areas.

UTILITY LOT IMPACTS

The lot depictions in each of the scenarios below have been “mapped” by Staff and are intended as visual representations only. The purple shaded areas represent the extent of the Special Flood Hazard Area (SFHA), i.e. 100-year floodplain.

- § **ALCOA 1** – The proposed division of .347 acres (shown in red) includes the Little Crane Creek Access area. The “lot” was created from Tax Parcel 615-006 owned by Alcoa Power Generating Inc. (APGI) which consists of 39.7 acres and was combined with the High Rock Lake property identified as Tax Parcel 600-0360000001 is also owned by APGI.
- § **ALCOA 2** – The proposed division of 1.313 acres (shown in red) includes the Cedar Creek Access area. The “lot” was created from Tax Parcel 515-001 owned by APGI which consists of 255.93 acres and was combined with the Tuckertown Reservoir property identified as Tax Parcel 506-0050000001 also owned by APGI.
- § **ALCOA 3** – The proposed division of two tracts (both shown in red) include the Royals Creek Access area. The .327 acre lot was created from Tax Parcel 534-0060000001 which consists of 679.98 acres and the .829 acre tract was created from Tax Parcel 534-0060000002 consisting of 36 acres. Both of these tracts were combined with the Tuckertown Reservoir property identified as Tax Parcel 506-0050000001 owned by APGI.
- § **ALCOA 4**- The proposed division of two tracts (both shown in red) include the Flat Creek Fishing area. The .131 acre and .491 acre lots were created from Tax Parcel 531-0050000001 consisting of 874.1 acres. Both of these tracts were combined with the Tuckertown Reservoir property identified as Tax Parcel 506-0050000001 owned by APGI.
- § **ALCOA 5** – The proposed division of the 10.4 acre tract (shown in red) is a portion of Tax Parcel 503-007 which consists of 141.3 acres. This area is encumbered by the Shoreline Management Plan as part of APGI’s Federal Energy Regulatory Commission (FERC) license. Creation of this tract will allow for conveyance to Cube Hydro and eliminate future and current owners to permitting by APGI; rather one entity, Cube Hydro, will be responsible for pier and dock permitting.

Sec. 22-6. - "Subdivision" Defined.

For the purpose of this chapter, "Subdivision" means all division of a tract or parcel of land into two (2) or more lots, building sites, or other divisions when any one (1) or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to any regulations enacted pursuant to this chapter.

- (a) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of Rowan County as shown in this chapter.
- (b) The division of land into parcels greater than ten (10) acres where no street or private or public street right-of-way dedication is involved.
- (c) The public acquisition by purchase of strips of land for the widening or opening of streets.
- (d) The division of a tract in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of Rowan County as shown in this chapter.
- (e) The division of a tract into plots or lots used as a cemetery.
- (f) Land divided by a will or the courts for the purpose of dividing up a deceased persons property.

AMENDMENTS TO CHAPTER 22: SUBDIVISION REGULATIONS

Sec. 22-10. - Other definitions.

For the purpose of this chapter, certain words or terms used herein shall be defined as follows:

Lot. A portion of a tract of land to be subdivided for the purposes of transfer of ownership or development or both.

Lot of record. A lot which is part of a subdivision, a plat of which has been recorded in office of the register of deeds of Rowan County, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this chapter.

Lot types:

Corner lot. A lot located at the intersection of two (2) or more roads. A lot abutting on a curved road or roads shall be considered a corner lot if straight lines drawn from the foremost point of the lot meet at an interior angle of less than one hundred thirty (130) degrees.

Double frontage lot. (i.e., through lot) Any lot having access by water and street right-of-way or by having access on two (2) street rights-of-way. This does not include corner lots.

Interior lot. A lot other than a corner lot with only one (1) frontage on a street.

Panhandle lot. A lot other than one having access on a cul-de-sac, which contains a narrow strip providing street access.

Reverse frontage lot. A through lot which is not accessible from one (1) of the parallel or nonintersecting street upon which it fronts.

Single-tier lot. A lot which backs upon a limited access highway, a railroad, a physical barrier, or another type of land use and to which access from the rear is usually prohibited.

Through lot. See "Double frontage lot."

Utility lot. A lot that serves unmanned utility facilities such as pump / lift stations, wireless facilities and support structures, septic tank drain fields, common areas, open spaces and other similar environmental areas. A utility

Included an excerpt from the Subdivision Ordinance regarding the type of lots governed by the Subdivision Ordinance.

Staff proposes to include a definition for the term "utility lot". The term exists in Section 22-79(d) but is not defined; refer to the citation on page 2. At its second courtesy hearing, the Planning Board recommended to eliminate the highlighted references in the proposed definition.

lot is not to be used as parking, vehicle storage or accommodation for residential or commercial structures.

Sec. 22-79. - Subdivision design.

(a) Lot dimensions.

All new lots in a subdivision shall conform to the following requirements:

(1) Lot area.

a. All lots in a new subdivision shall conform to the zoning requirements of the zoning district in which the subdivision is located. Conformance to zoning requirements means, among other things that the smallest lot in the subdivision must meet all dimensional requirements of [chapter 21](#), article IV of the Rowan County Zoning Ordinance.

b.

1. Lot sizes may be increased on the recommendation of the Rowan County Health Department based on the assessment of soil application rates and subsoil conditions.
- 2. Lots regulated by this chapter that are neither intended nor considered to be utilized for building sites or development may serve the purpose of a utility lot for nonresidential purposes only. Said lots may have access as provided in Section 22-79(d).**
3. Any lot served by a septic tank system shall be large enough to accommodate both a septic tank, its drainage field, plus a reserve drainage area.

Any lot created that is not exempt by NCGS is subject to the Subdivision Ordinance. Although subject to the ordinance, Staff proposes that if utility lots are neither intended for development nor building sites, they may only be used for nonresidential purposes as outlined in the new definition.

(d) Access easements for utilities.

An access easement of at least twenty (20) feet in width may be provided to service nonresidential lots whenever no other reasonable alternative exists. Said easement may only be used to serve unmanned utility facilities such as pump/lift stations, telecommunications towers, septic tank drain fields, common areas, etc.

Existing text in the Subdivision Ordinance referencing "utility lots".

ALCOA 1

MEADOW LAKE

GOODMAN LAKE

PROVIDENCE CHURCH

610 059

610 055

615 006

.347 acres

615 006

600 0360000001

614 137

615 010



ALCOA 2



514 003

514 003

506 0050000001

1.313 acres

515 001

515 001

515 001

RIVER

HINSON



ALCOA 3



RIVER

NEW LONDON

STOKES FERRY

549A010

534 0060000001

506 0050000001

.327 acres

549 012

ROWAN

534 0060000002

.829 acres

STANLY



ALCOA 4



531 0050000001

531 0050000001

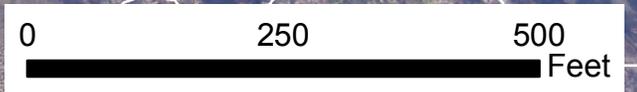
.491 acres

.131 acres

506 0050000001

531 0050000001

RIVER



ALCOA 5



503 007

506 0050000001

BLACK

EMERALD RIDGE

CATFISH

10.4 acres

PANTHER POINT

BRINGLE FERRY

0 25000
Feet



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: November 15, 2016
SUBJECT: Airport Funding Notification for Runway Overlay

ATTACHMENTS:

Description	Upload Date	Type
Award Letter	11/15/2016	Cover Memo



- email to *flaw*

PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

November 8, 2016



Mr. Aaron Church, Manager
Rowan County
130 W. Innes
Salisbury, NC 28144

RE: NOTIFICATION OF TOTAL AWARD

Dear Mr. Church:

On behalf of Governor Pat McCrory, Transportation Secretary Nicholas Tennyson, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been allocated for Rowan County Airport, Project Request No. 2766, for State Fiscal Year (FY) 2017.

The specific work elements and funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
36244.56.9.2	Runway Overlay	\$2,742,300	\$304,700

At this juncture, the Division of Aviation requests that you submit pertinent start-up documentation within 75 days. Please visit the NCDOT Connect website listed below, and click on "Next Steps – Initial Instructions," which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects, to ensure that funds are expended in a timely manner. This award will expire in four years; however, earlier delivery is expected in accordance with a detailed project schedule. Should an Airport encounter reasonable delays, then the Division of Aviation has the ability to assist by reprogramming your existing-year funds for a later year, and then divert the unused funds to another project that is ready to expend those funds.





PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Bobby L. Walston".

Bobby L. Walston, P.E
Director of Aviation

BLW/vh

- cc: Governor Pat McCrory
Nicholas J. Tennyson, Secretary NCDOT
Keith Weatherly, Deputy Secretary for Transit
Richard Burr, United States Senate
Thom Tillis, United States Senate
Alma Adams, United States Congress
Jake F. Alexander, BOT Representative
Robby Collins, BOT At-Large Member

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: November 14, 2016
SUBJECT: Discussion Regarding December Meeting Schedule

The Board of Commissioners typically holds one (1) meeting in the month of December, when possible, due to the holidays.

The Board is asked to consider whether it wishes to cancel the second regular meeting in December, which is scheduled for December 19, 2016.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: November 14, 2016
SUBJECT: Consider Setting Date for Board of Commissioners Retreat

The Board is asked to consider scheduling a date for a retreat to be held sometime in January. Julie Brenman with Fountain Works is the Facilitator the Board used last year and she is available on the following dates:

- January 4-5
- January 12-13
- January 18-19-20
- January 30-31

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Public Work Session for I-85 Corridor Land Use Public Workshop

ATTACHMENTS:

Description

I-85 Corridor Land Use Plan Project
Schedule

Upload Date

11/15/2016

Type

Cover Memo

Rowan County
I-85 South Corridor Land Use Master Plan
 Project Schedule

Task	Start	Complete
Data Collection and Analysis	August 25, 2016	October 20, 2017
Kick-Off Meeting Discuss Scope and Schedule, Project Introduction	August 31, 2016	August 31, 2016
Meeting with County Planning Staff - Review Site Analysis Maps	September 20, 2016	September 20, 2016
Steering Committee Meeting #1 -Introductions & Role of Committee, Identify Issues/Concerns, Oppurtunities/Constraints	September 20, 2016	September 20, 2016
Public Workshop #1 - Identify Concerns/Constraints, Review possible land use and transportation concepts for the area.	September 27, 2016	September 27, 2016
Develop Land Use Master Plan	September 27, 2016	December 3, 2017
Steering Committee Meeting #2 -Review & Evaluate Preliminary Recommendations, Plan Strengths & Weaknesses	November 17, 2016	November 17, 2016
Public Workshop #2 - Review & Evaluate Preliminary Recommendations, Plan Strengths & Weaknesses	December 2, 2016	December 2, 2016
Develop Implimentation Plan of Master Plan Recommendations	December 14, 2016	December 30, 2017
Meeting with County Planning Staff - Review Site Analysis Maps	September 20, 2016	September 20, 2016
Present Final Land Use Master Plan to County for Adoption	January 3, 2017	January 3, 2017

**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

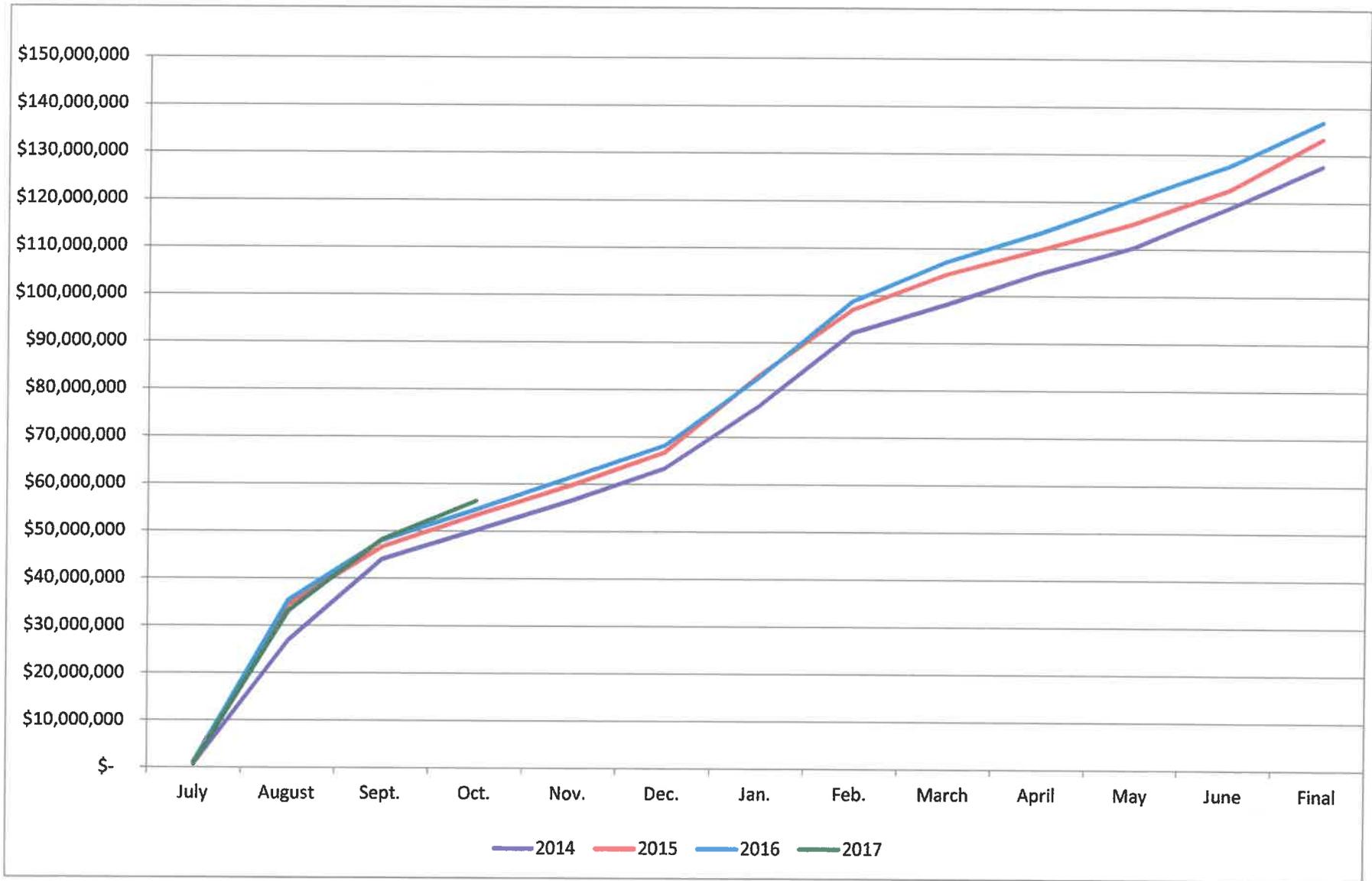
FROM: Finance Department
DATE: November 14, 2016
SUBJECT: Financial Report

Please see attached graphs.

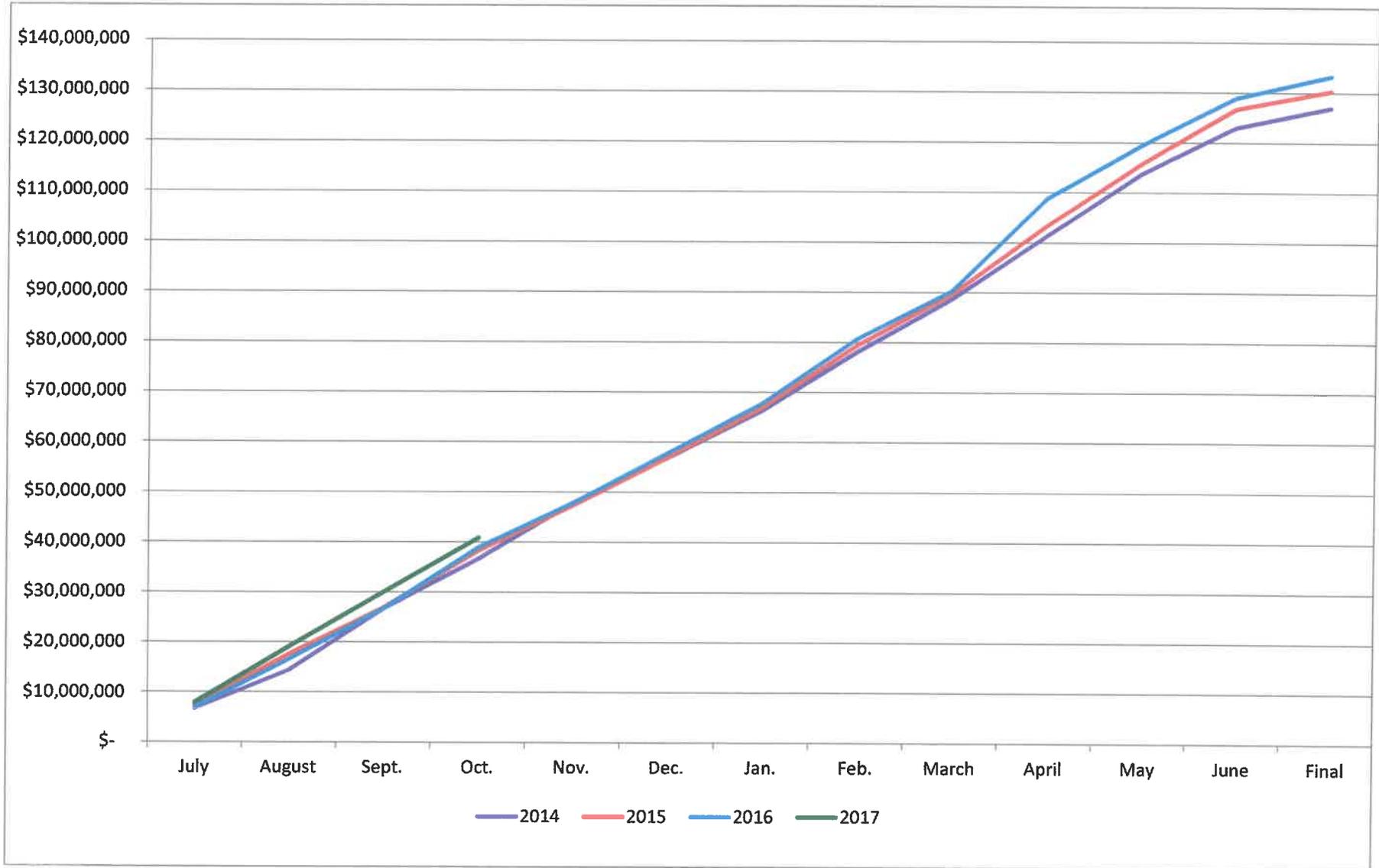
ATTACHMENTS:

Description	Upload Date	Type
Graphs	11/14/2016	Backup Material

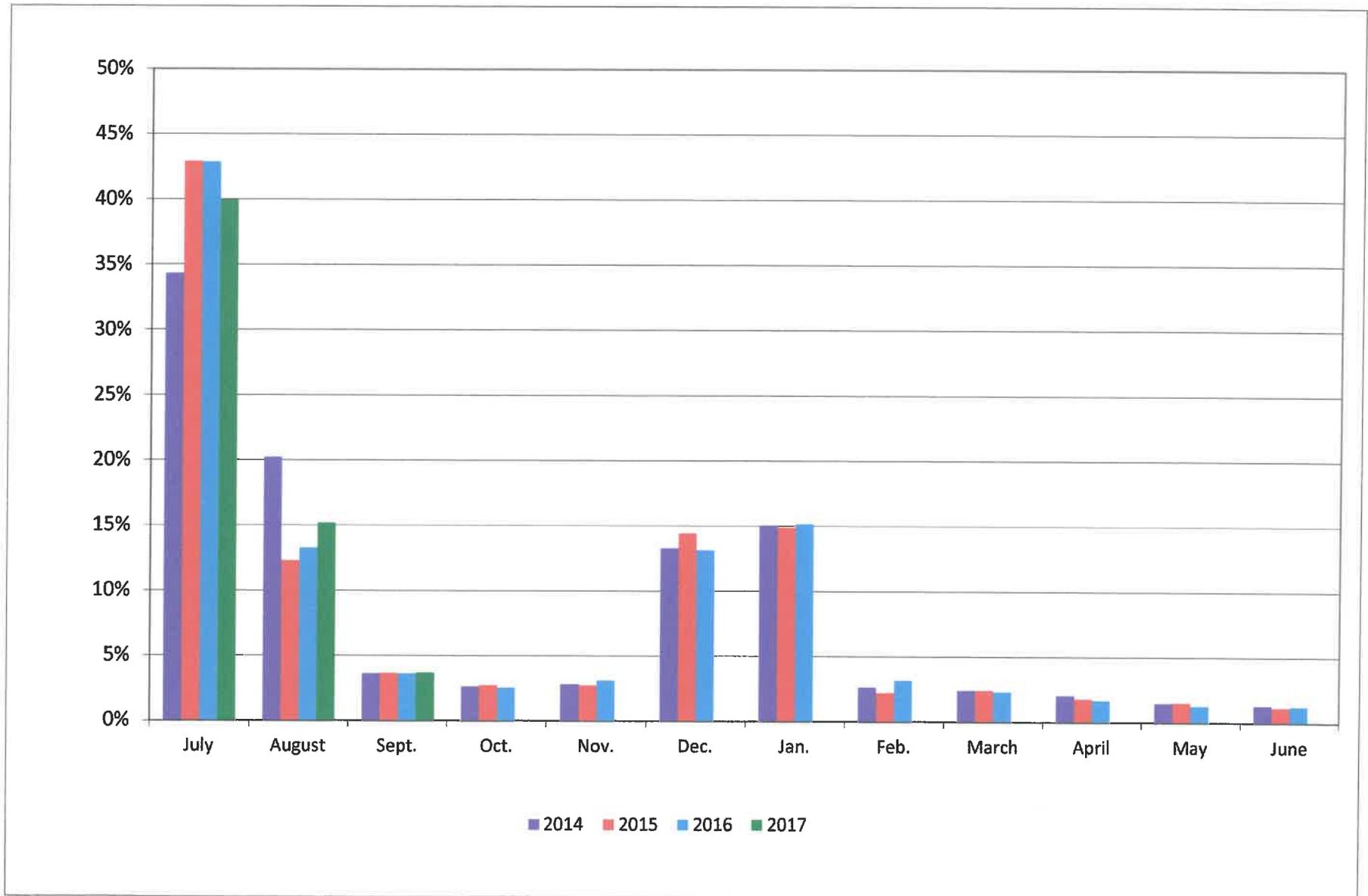
**ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE REVENUE COMPARISONS
FISCAL YEARS 2014 - 2017**



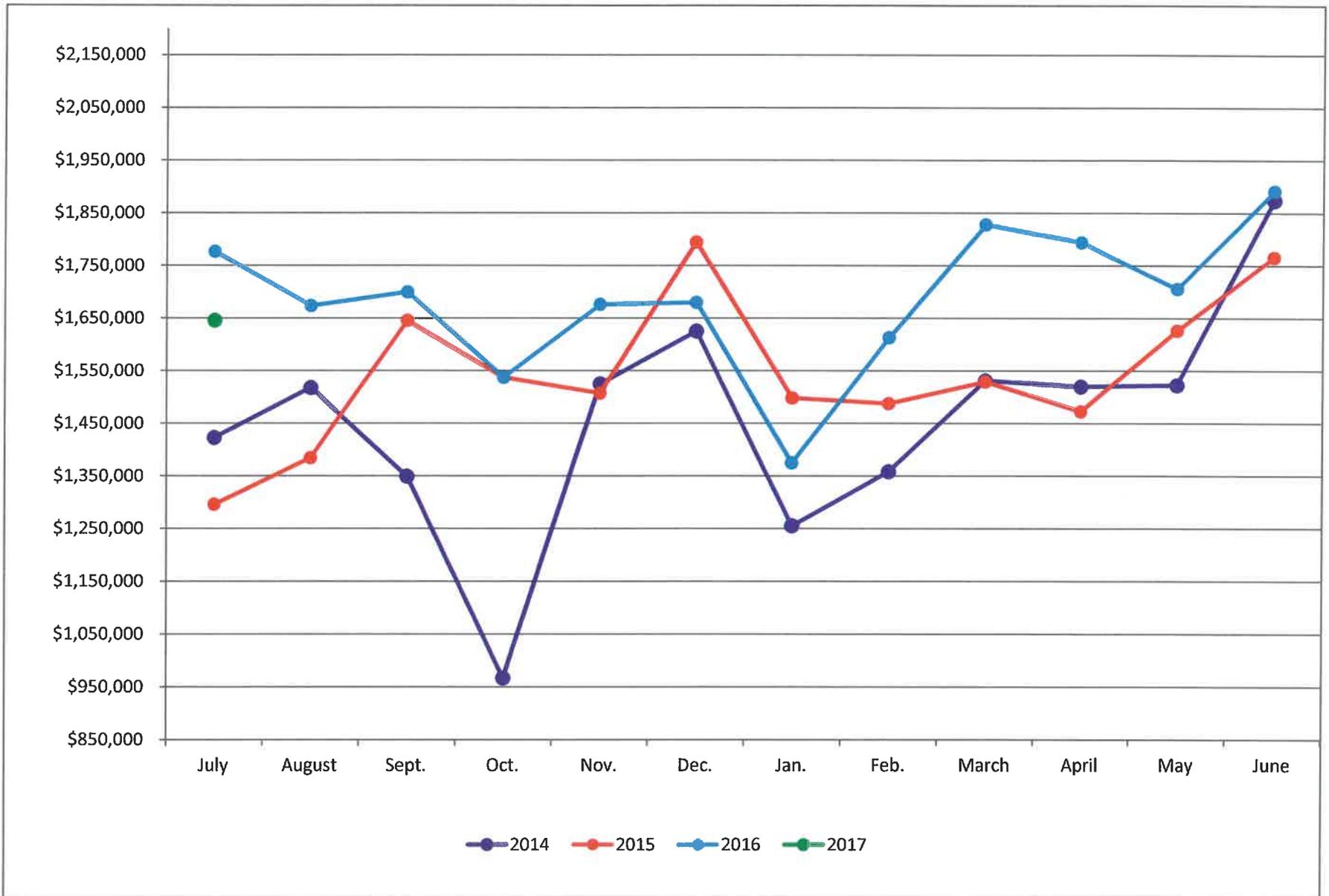
ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE EXPENDITURE COMPARISONS
FISCAL YEARS 2014 - 2017



ROWAN COUNTY
GENERAL FUND
MONTHLY CURRENT YEAR PROPERTY TAX COLLECTIONS AS A PERCENTAGE OF BUDGET
Fiscal Years 2014 - 2017



ROWAN COUNTY
GENERAL FUND
MONTHLY SALES TAX COMPARISONS (EXCLUDING ARTICLE 44 *524c)
FISCAL YEARS 2014 - 2017



**ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE**



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 10, 2016
SUBJECT: Consider Approval of Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	11/14/2016	Budget Amendment

Org code: 1144955 CE-OTHER PROG REVENUES
 Object code: 449006 AGRICULTURE LIVESTOCK REVENUE
 Project code:

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 48 ECONOMIC DEVELOPMENT
 Sub Function 4850 COOPERATIVE EXTENSION
 Department 4950 COOPERATIVE EXTENSION
 Division 4955 CE-OTHER PROGRAMS
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 4 REVENUES

Full description: AGRICULTURE LIVESTOCK REVENUE Short desc: LIVESTOCK
 Reference Acct:

PER	ACTUAL	CURRENT YEAR ENCUMBRANCE	MONTHLY AMOUNTS	BUD TRANSFER	BUDGET
00	.00	.00		.00	.00
01	.00	.00		.00	.00
02	.00	.00		.00	.00
03	.00	.00		.00	.00
04	-225.00	.00		.00	.00
05	.00	.00		.00	.00
06	.00	.00		.00	.00
07	.00	.00		.00	.00
08	.00	.00		.00	.00
09	.00	.00		.00	.00
10	.00	.00		.00	.00
11	.00	.00		.00	.00
12	.00	.00		.00	.00
13	.00	.00		.00	.00
Tot:	-225.00	.00		.00	.00

Actual (Memo)	CURRENT YEAR TOTAL AMOUNTS
Encumbrances	-225.00 Original Budget
Requisitions	.00 Budget Tranfr In
Total	.00 Budget Tranfr Out
Available Budget	-225.00 Carry Fwd Budget
Percent Used	225.00 Carry Fwd Bud Tfr
Inceptn to SOY	.00 Revised Budget
Encumb-Last Yr	.00 Inceptn Orig Bud
Actual-Last Yr	.00 Inceptn Revsd Bud
Estim-Actual	.00 DEPARTMENT
	.00 FINANCE
	.00 MANAGER
	.00 COMMISSION
	.00 APPROVED

Rowan County
Budget Amendment Review

Emergency Services 1 of 2 9/30/2016 \$ 1,000

- BA recorded in the BA List on the N: drive - Pending review and approval
- Attached system confirmation of account balances
- Confirmed documentation ties to BA

Notes: BA, AS400 Account 2017 Budgets, Munis Account Inquiries

- Determined if additional documentation is necessary to explain the BA

Notes: The original budget amount in the AS400 was transferred to the wrong account in MUNIS due to a X-Reference coding issue. During the reconciliation process of conversion an additional Budget Adjustment was made when the amount in the 4333 Division Code in HTE was not located on the MUNIS reports. As a result the budget revenue and expenditures from H.T.E. were double up in the MUNIS system. This BA is will remove the extra budget adjustment amount.

- Confirmed/Recalculated changes in Salary and Benefits.
- Evaluated if BA provides sufficient fund to meet needs through the year end.

Notes: The amount is capped by the grant funds

- Copy of BA put in pending section of BA book

Note:

Budgets for Capital Assets are not to be moved to other accounts without seeking prior approval. Do not move Salary, Benefits, Utilities (Telephone, Electricity, Propane, Natural Gas, motor fuel) and centrally appropriated accounts to other operating accounts

BA Line	AS400	BA Values		Proposed	Documentation
	Confirmed Account Balance	Proposed Increase (Revenues)	Proposed Decrease (Expenditure)	Ending Balance	
1	1,000.00		1,000.00	-	AS400 Inquiry, BA, Budget Detail, Account Inquiry
3	1,000.00	-	1,000.00	-	AS400 Inquiry, BA, Budget Detail, Account Inquiry,
5				-	Descriptions
6				-	Descriptions
7				-	Descriptions
8				-	Descriptions
9				-	Descriptions
10				-	Descriptions
11				-	Descriptions
12				-	Descriptions
13				-	Descriptions
14				-	Descriptions
15				-	Descriptions
16				-	Descriptions
17				-	Descriptions
18				-	Descriptions
19				-	Descriptions
20				-	Descriptions
BA List Amount		-	2,000	<input type="button" value="Confirmed"/>	

C - 2016-2017 ROAP Allocation Table

COUNTIES	EDTAP	EMPL	RGF	Total Quarterly Disbursement Amount	TOTAL 2016-2017
Halifax	\$76,553	\$16,020	\$86,220	\$44,698	\$178,793
Harnett	\$86,429	\$28,155	\$128,387	\$60,743	\$242,971
Haywood	\$73,797	\$15,161	\$67,018	\$38,994	\$155,976
Henderson	\$95,943	\$24,289	\$69,278	\$47,378	\$189,510
Hertford	\$57,854	\$7,861	\$59,865	\$31,395	\$125,580
Hoke	\$60,411	\$13,337	\$55,723	\$32,368	\$129,471
Hyde	\$48,334	\$4,317	\$43,299	\$23,988	\$95,950
Iredell	\$101,629	\$37,926	\$91,114	\$57,667	\$230,669
Jackson	\$62,618	\$11,619	\$70,784	\$36,255	\$145,021
Johnston	\$103,292	\$39,537	\$153,989	\$74,205	\$296,818
Jones	\$50,898	\$4,639	\$47,064	\$25,650	\$102,601
Lee	\$67,905	\$16,021	\$88,855	\$43,195	\$172,781
Lenoir	\$76,354	\$15,698	\$90,361	\$45,603	\$182,413
Lincoln	\$78,714	\$19,995	\$97,515	\$49,056	\$196,224
Macon	\$63,356	\$10,223	\$67,771	\$35,338	\$141,350
Madison	\$55,477	\$6,894	\$54,594	\$29,241	\$116,965
Martin	\$57,492	\$8,183	\$59,488	\$31,291	\$125,163
McDowell	\$69,948	\$12,048	\$0	\$20,499	\$81,996
Mecklenburg	\$292,720	\$220,146	\$46,688	\$139,889	\$559,554
Mitchell	\$53,454	\$5,927	\$51,582	\$27,741	\$110,963
Montgomery	\$57,675	\$8,183	\$62,500	\$32,090	\$128,358
Moore	\$87,361	\$21,390	\$115,963	\$56,179	\$224,714
Nash	\$86,432	\$25,470	\$78,314	\$47,554	\$190,216
New Hanover	\$120,898	\$49,845	\$41,040	\$52,946	\$211,783
Northampton	\$58,961	\$7,323	\$57,606	\$30,973	\$123,890
Onslow	\$99,987	\$38,141	\$101,656	\$59,946	\$239,784
Orange	\$83,466	\$30,946	\$71,537	\$46,487	\$185,949
Pamlico	\$52,177	\$5,176	\$49,700	\$26,763	\$107,053
Pasquotank	\$61,132	\$12,370	\$73,796	\$36,825	\$147,298
Pender	\$69,774	\$14,625	\$82,079	\$41,620	\$166,478
Perquimans	\$52,541	\$5,391	\$49,700	\$26,908	\$107,632
Person	\$63,165	\$11,297	\$72,666	\$36,782	\$147,128
Pitt	\$101,083	\$41,577	\$82,455	\$56,279	\$225,115
Polk	\$55,101	\$6,572	\$56,100	\$29,443	\$117,773
Randolph	\$100,365	\$32,987	\$144,200	\$69,388	\$277,552
Richmond	\$70,682	\$13,122	\$79,067	\$40,718	\$162,871
Robeson	\$104,956	\$34,275	\$155,871	\$73,776	\$295,102
Rockingham	\$92,119	\$23,216	\$120,480	\$58,954	\$235,815
Rowan	\$103,830	\$32,880	\$85,467	\$55,544	\$222,177
Rutherford	\$80,944	\$17,739	\$97,891	\$49,144	\$196,574
Sampson	\$73,071	\$16,772	\$93,750	\$45,898	\$183,593
Scotland	\$64,813	\$11,296	\$70,030	\$36,535	\$146,139
Stanly	\$71,220	\$15,269	\$91,491	\$44,495	\$177,980

RGF - \$85,467 / .90 = \$94,963



Approved at Aug 15, 2016 Board Meeting

PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

September 28, 2016

Mr. Gary Page, County Manager
Rowan County
1120-A South Boundary Street
Salisbury, North Carolina 28144-5658

RE: FY17 Demonstration Grant Program
Project No. 17-DG-037
WBS Element No.: 36223.102.1.1
Agreement ID #: TBD

Dear Mr. Page:

On September 8, 2016, the Board of Transportation approved your organization's request for a Demonstration grant in the amount of \$12,300. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4 of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please be sure to reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink that reads "Debbie Collins". The signature is written in a cursive, flowing style.

Director

DCMF



ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2016 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 10/21/2016

BUDGET INFORMATION:

Reviewed by: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	10,594	
Special Projects: Calendar	E	1154410-582015	610	
Program Activies: GREAT	E	1154410-583017	8,328	
Special Projects: Meeting/Training Food	E	1154410-582009	734	
Special Projects: Explorer Expenditures	E	1154410-582032	922	
Fund Balance Appropriated - Restricted	R	1144412-495010	7,241	
Alcoa: R&M Boats	E	1154412-543012	3,000	
Alcoa: Other Supplies	E	1154412-561090	4,241	
Fund Balance Appropriated - Restricted	R	1144416-495010	53,351	
Telephone	E	1154416-553005	2,000	
Travel - State	E	11544165-558065	600	
Training - State	E	11544165-559050	3,000	
Supplies: Other - State	E	1154416-561910	15,751	
Weapons - State	E	11544165-561098	7,000	
Asset Forfeiture - State	E	11544165-582019	25,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	28,891	
R&M - Vehicles	E	1154416-543020	2,000	
Travel - Federal	E	11544162-558026	1,800	
Supplies: Other Small Equipment	E	1154416-561095	3,200	
Supplies: Weapons - Federal	E	11544162-561099	5,000	
Drug Education - Federal	E	11544162-582013	10,000	
Asset Forfeiture - Federal	E	11544162-582018	6,891	
Fund Balance Appropriated - Restricted	R	1144419-495010	30,937	
Special Projects: Katrina	E	1154419-582024	20,386	
F/A: Federal Grants	E	1154419-576040	9,000	
Other Supplies	E	1154419-561900	1,551	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # _____
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>11/16/16</u>	Date: _____	Posted by: _____
Signature: <u>P. Howard</u>	Signature: _____	Approved by: _____