



ROWAN COUNTY COMMISSION AGENDA

June 30, 2025 - 3:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

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

<https://bit.ly/rowanboc>

Password: 028144

Or join by phone: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

Pledge of Allegiance

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.

1. Regular Agenda Items
 - A. Public Hearing - EDC Project Powerball
 - B. Overtime for Sheriff's Office Patrol/Detention Continued
 - C. Change Order #5 -KMD Construction, LLC - New Corporate Hangars
2. Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

FROM: Scott Shelton, Rowan EDC Vice President
DATE: 6/30/2025
SUBJECT: Public Hearing - EDC Project Powerball

The Rowan EDC will give a presentation to the Board of Commissioners regarding an incentive request from 'Project Powerball', a company considering Rowan County for a new manufacturing facility.

If our community were chosen, the company would add 1,181 jobs over the next five years and would also invest approximately \$240 million in real and business personal property.

ATTACHMENTS:

1. Request for Public Hearing
2. Public Hearing ad - Project Powerball
3. Project Powerball - County executive summary
4. draft - County Incentive Agreement
5. Presentation



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

Date: June 13, 2025
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for called meeting to consider incentive request for 'Project Powerball'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a special called meeting on June 30th to hold a public hearing for consideration of an incentive request from 'Project Powerball'. The company is considering Rowan County for a new manufacturing facility. If our community were chosen for this fast-moving project, the company would add 1,181 jobs over the next five years. While these numbers are preliminary, the company estimates that it will also invest over \$200 million in real and personal property.

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

Yours truly,

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

Scott Shelton
Vice President

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Rowan County Board of Commissioners will hold a public hearing in the J. Newton Cohen, Sr. Room on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building in Salisbury, North Carolina, beginning at 3:00 PM or as soon thereafter as may be heard, on Monday, June 30, 2025, on the following:

In accordance with North Carolina General Statute §158-7.1(c), the purpose of the hearing will be to receive public comments on a proposed incentive offer to Project Powerball, a company proposing to establish operations in Rowan County.

Project Powerball is expected to (1) create a significant investment in real estate and equipment, approximately \$264 million, and (2) create 1,181 full-time jobs over the next five years.

The proposed incentive offer consists of an assistance grant with a total value of approximately \$2,307,414 paid over a term not to exceed five years.

The County will recover the cost and the public will benefit through future property and business taxes, stimulation of the economy, promotion of business and the creation of jobs in Rowan County.

All persons interested in this incentive are invited to attend this public hearing and present their views.

This, the 17th day of June 2025.

Sarah Pack, NCCCC

Clerk to the Board

June 19, 2025



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED LOCATION OF
PROJECT POWERBALL IN ROWAN COUNTY



June 19, 2025

The Honorable Gregory C. Edds and
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Location of Project Powerball in Rowan County

Dear Chairman Edds and County Commissioners:

On behalf of the Rowan EDC, please allow me to present to you this summary of the proposed location of Project Powerball in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the non-residential tax base in the County. This document addresses the primary drivers and impacts of the project and is designed to provide you with the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have spent substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens. To accomplish this, we have relied on a variety of public and private sector partners. At this time, we would like to thank them for their contributions to this summary.

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton
Vice President

Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10 Year Horizon
5. Additional Project Impact
6. Closing
7. Incentive Scoresheet
8. Draft Incentive Agreement

1. Project Description

The company behind Project Powerball has been in business for decades and is an internationally known name in its industry.

The company is currently evaluating potential properties in the southeastern United States for a new manufacturing facility. A property in Rowan County is among the candidates for this new facility.

If our community was selected, the company would create 1,181 new jobs over the next five years, as well as invest \$264 million in real and business personal property for this project. The company plans to begin operations at its chosen location in the summer of 2026.

2. Regulatory Approval Process

There do not appear to be any regulatory barriers to this project moving forward. The company will work with local officials and the Rowan County Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Current Incentive Policy

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and the County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a grant is issued to the company based on a percentage of taxes paid.

Rowan County uses a scoring system to determine incentive eligibility and grant levels. This system awards points based on important factors such as capital investment, total job creation, average salary, employee health insurance coverage, and industry sector. Each of the three grant levels requires a minimum number of points scored.

The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes grant categories, and the percentage of new taxes paid on which the grant is based.

<i>Total Points Scored</i>	<i>Grant Level</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
0 to 2 points	Not eligible for incentives	0%
3 to 5 points	Level 1	40%
6 to 8 points	Level 2	45%
9 to 12 points	Level 3	50%

Points Scored

Based on the project parameters provided to the Rowan EDC by the company 'Project Powerball' scored a total of 10 points which would qualify it for a Level 3 Grant (scoresheet included on page 9). This grant would be equivalent to 50% of the new taxes paid.

The company is requesting a Level 3 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the financial impact of this potential project on the County we have projected revenue returns over a 10-year period. These projections are provided below in Section 4.

We respectfully ask that the Board of Commissioners consider approving their request based on the potential impact on our community from the project. A draft copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

Due to this project's size and potential impact, it is likely that it will qualify for multiple incentive programs offered by the State of North Carolina. Any required local matches for these programs should be satisfied through the requested Level 3 Grant.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, Project Powerball plans to begin operations in the summer of 2026. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of \$0.58
- The company invests an estimated \$70 million in real property improvements by the end of 2027.
- The company invests a total of \$194 million in business personal property by the end of 2030 with the initial investment of \$84 million being made by the end of 2026.
- Depreciation for business personal property was estimated using the State of North Carolina's 2025 Depreciation Schedule I
- Eight-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the five incentivized years, the County would stand to collect \$4,614,828 in revenue and provide incentive grants totaling \$2,307,414. The County would retain \$2,307,414 of revenue during the incentive term.
- Modeled with a 10-year horizon, the County would stand to collect an estimated \$8,934,552, disburse a \$2,307,414 grant and retain an estimated \$6,627,138 of new revenue.

Project Powerball (Years 1-5):

Investment Year	2026	2027	2028	2029	2030
Fiscal Year	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
Real Property Investment	\$0	\$70,000,000	\$70,000,000	\$70,000,000	\$70,000,000
<i>Real Property Tax Rate</i>	0.58%	0.58%	0.58%	0.58%	0.58%
Real Property Taxes	\$0	\$406,000	\$406,000	\$406,000	\$406,000
<i>Incentive Grant Rate</i>	50%	50%	50%	50%	50%
Incentive Grant	\$0	\$203,000	\$203,000	\$203,000	\$203,000
Net County Revenue	\$0	\$203,000	\$203,000	\$203,000	\$203,000
Personal Property - Machinery & Equipment*					
Personal Property - Machinery & Equipment*	\$84,000,000	\$73,080,000	\$92,160,000	\$121,540,000	\$144,880,000
<i>Personal Property Tax Rate</i>	0.58%	0.58%	0.58%	0.58%	0.58%
Personal Property Taxes	\$487,200	\$423,864	\$534,528	\$704,932	\$840,304
<i>Incentive Grant Rate</i>	50%	50%	50%	50%	50%
Incentive Grant	\$243,600	\$211,932	\$267,264	\$352,466	\$420,152
Net County Revenue	\$243,600	\$211,932	\$267,264	\$352,466	\$420,152
Total Property Taxes (Real & Personal)					
Total Property Taxes (Real & Personal)	\$487,200	\$829,864	\$940,528	\$1,110,932	\$1,246,304
Total Incentive Grant (Real & Personal)					
Total Incentive Grant (Real & Personal)	\$243,600	\$414,932	\$470,264	\$555,466	\$623,152
Total Net County Revenue (Real & Personal)					
Total Net County Revenue (Real & Personal)	\$243,600	\$414,932	\$470,264	\$555,466	\$623,152

Project Powerball (Years 6-10):

Investment Year	2031	2032	2033	2034	2035	Summary
Fiscal Year	FY 32-33	FY 33-34	FY 34-35	FY 35-36	FY 36-37	
Real Property Investment	\$70,000,000	\$70,000,000	\$70,000,000	\$70,000,000	\$70,000,000	
<i>Real Property Tax Rate</i>	0.58%	0.58%	0.58%	0.58%	0.58%	
Real Property Taxes	\$406,000	\$406,000	\$406,000	\$406,000	\$406,000	\$3,654,000
<i>Incentive Grant Rate</i>	0%	0%	0%	0%	0%	
Incentive Grant	\$0	\$0	\$0	\$0	\$0	\$812,000
Net County Revenue	\$406,000	\$406,000	\$406,000	\$406,000	\$406,000	\$2,842,000
Personal Property - Machinery & Equipment*	\$122,840,000	\$99,140,000	\$84,000,000	\$50,500,000	\$38,300,000	
<i>Personal Property Tax Rate</i>	0.58%	0.58%	0.58%	0.58%	0.58%	
Personal Property Taxes	\$712,472	\$575,012	\$487,200	\$292,900	\$222,140	\$5,280,552
<i>Incentive Grant Rate</i>	0%	0%	0%	0%	0%	
Incentive Grant	\$0	\$0	\$0	\$0	\$0	\$1,495,414
Net County Revenue	\$712,472	\$575,012	\$487,200	\$292,900	\$222,140	\$3,785,138
Total Property Taxes (Real & Personal)	\$1,118,472	\$981,012	\$893,200	\$698,900	\$628,140	\$8,934,552
Total Incentive Grant (Real & Personal)	\$0	\$0	\$0	\$0	\$0	\$2,307,414
Total Net County Revenue (Real & Personal)	\$1,118,472	\$981,012	\$893,200	\$698,900	\$628,140	\$6,627,138

5. Additional Project Impact

The proposed project will directly create new jobs and expand the local tax base, and the preceding sections have attempted to evaluate these direct investments. However, the impact of the proposed investment will resonate beyond the site boundaries and company employees. When the unemployed find opportunity, or citizens advance in their career, that personal economic growth is felt throughout the community. Additionally, the company, with increased operations, procures additional services and increases its engagement in the local economy.

Utilizing Jobs EQ software and incorporating information provided by the company, we have estimated the project's additional impact on our community. Jobs EQ is an economic impact assessment software system developed by Chmura (www.chmura.com).

This analysis was conducted to report economic impact results within Rowan County only. As should be expected with estimates of any type, applied outcomes will certainly vary from the model's projections.

RESULTS – 1,181 FULL-TIME JOBS

- Jobs EQ projects that the 1,181 full-time jobs created by Project Powerball will lead to the creation of an additional 794 indirect* and induced jobs** in Rowan County.
- These 794 indirect and induced jobs will generate \$58,486,969 in employee wages and benefits.
- The additional impacts of Project Powerball will also include the generation of \$191,107,395 in gross revenue for the companies creating these 794 indirect and induced jobs.

**Indirect jobs are ones created by companies supplying goods and services to a new or newly expanded industry.*

***Induced jobs are ones created when new employees from the new industry spend their wages at local establishments; for example, a new manufacturing plant may increase business at a nearby restaurant, leading to increased sales at the restaurant causing it to hire more employees.*

6. Closing

This project appears to have a lengthy list of benefits and no apparent liabilities. If Rowan County were chosen, Project Powerball would create a total of 1,181 new full-time jobs, as well as add hundreds of millions to the County's tax base. The project would also generate approximately \$6.6 million of new net tax revenue for the County over a ten-year period.

In addition to the creation of 1,181 new jobs by the company, Project Powerball would lead to the creation of 794 indirect and induced jobs in Rowan County according to a Jobs EQ software projection.

On behalf of the Rowan EDC, we look forward to providing you with any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

7. Incentive Scoresheet

Category	Thresholds	Points
Direct Full-Time Job Creation	0 to 50	0
	51 to 250	1
	251 to 499	2
	501 or more	3
New Capital Investment	Less than \$10 million	0
	\$10 to \$50 million	1
	\$51 to \$100 million	2
	\$100 to \$499 million	3
	\$500 million and up	4
Average Wage*	Under 90% of County Average Wage	0
	90% to 110% of County Average Wage	1
	Over 110% of County Average Wage	2
Expansion of Existing Company	No	0
	Yes	1
County Targeted Industry**	No	0
	Yes	1
Company Provides Health Insurance & Pays 50% of monthly premium	No	0
	Yes	1
Total Possible Points		10
POINTS SCALE:		
0 to 2 points	Not Eligible for Incentives	
3 to 5 points (Level One)	40% for five years	
6 to 8 points (Level Two)	45% for five years	
9 to 12 points (Level Three)	50% for five years	
<p>The scoresheet and suggested incentive levels are guidelines and an evaluation tool for the county, and in no way bind county officials to any course of action. Rowan County reserves the right to agree to different terms and incentive levels that are greater or lesser than those listed here for a project, or to add additional 'discretionary' points based upon the project's potential impact, industry type, etc.</p>		
Footnotes:		
* As defined by the NC Dept of Commerce (Labor & Economic Analysis Division) for the calendar year that incentives are requested - \$53,931 in 2025		
** Advanced Manufacturing, Life Sciences & Healthcare, Distribution, Financial & Professional Services, and Information Technology		

8. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the “County”) and Project Powerball (hereinafter referred to as the “Company”).

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new facility or expanding its operations in Rowan County (the “Project”), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the existing facility is located at _____, Salisbury, North Carolina, and is further identified as Rowan County Tax Parcel _____ (the “Property”), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, or making any personal property investments in the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$264 million will be invested by or on behalf of the Company through new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

WHEREAS, the Company expects to be a community-oriented business and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Rowan EDC’s Forward Rowan campaign; and

WHEREAS, the Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

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

ARTICLE I
COUNTY INDUCEMENTS

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

- 1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” (“Grant”) to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property (“Facility”).
- 2) The amount of the Grant will be computed using the following steps:
 - a) Real Property Valuation.
 - i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
 - ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2025, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.
 - b) Personal Property Valuation.
 - i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at, and used in such Property.
 - ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at, and used on such Property as of January 1, 2025. The annual result of this computation shall be defined as the “New Personal Property Value” for the applicable Property.
 - c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the “New Property Value” of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.
 - d) Grant Amount Determination. The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article

III (3), and receipt of full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Fifty Percent (50%) of the County property taxes (excluding municipal and fire district taxes) paid by the Company on the New Real Property Value and New Personal Property Value of the Property by the Company as described in Paragraph (2) at the prevailing Rowan County tax rate for the tax year of the requested Grant.

- 3) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for the location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to substantially complete its improvements to the Property by December 31, 2030.
- 2) The Company shall receive the Grant for five separate tax years (“Grant Term”), which shall begin with property assessed as of January 1, 2027, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2028. If the Facility is not completed by January 1, 2031, the Grant shall be based on the percentage completed and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2027.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
EMPLOYMENT

- 1) The Company projects that it will create 1,181 Full Time Equivalent (“FTEs”) with this Project by December 31, 2030. An FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 27-28	126
FY 28-29	330
FY 29-30	530

FY 30-31
FY 31-32

851
1,181

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2028, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) with social security numbers redacted to protect employee Level I – Confidential Information for the quarter_a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCU1 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.
- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV

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

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

ARTICLE V

RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

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

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

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

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

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

ARTICLE VIII
GENERAL PROVISIONS

- 1) **Governing Law.** This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary, or affiliate as a part of any corporate restructuring.
- 3) **Entire Agreement.** This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) **Breach.** In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal, or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

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

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

To Company:

With Copy (which does not constitute notice to):

Notice shall be deemed to have been given if sent via a nationally recognized overnight carrier or certified mail, one (1) business day after deposit with such carrier. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

- 8) Counterparts. This Agreement may be executed in any number of counterparts or with counterpart signature pages, each of which counterparts shall be deemed to be an original and all of which shall constitute one and the same agreement and shall be binding upon the undersigned.

[Signature page follows]

DRAFT

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

PROJECT POWERBALL

By: _____
Title: _____

[Corporate Seal]

ATTEST:

Name _____ (Seal)

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Sarah Pack
Clerk to the Board of Commissioners

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

Anna Bumgarner
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

John Dees II
County Attorney

Project Powerball

Incentive Request Public Hearing



About the Project:

The company behind Project Powerball has been in business for decades and is an internationally known name in its industry

The company is currently evaluating potential properties in the southeastern United States for a new manufacturing facility

A property in Rowan County is among the candidates for this new facility

About the Project:

If our community was selected, Project Powerball would create 1,181 new jobs over the next five years

The company would also invest \$264 million in real and business personal property for this project

Project Powerball plans to begin operations at its chosen location in the summer of 2026

Requested Assistance:

Under the County's Incentive Grant Program, the company is eligible for a "Level 3 Grant"

This a 5-year grant, equivalent to 50% of the increased tax revenue generated

The Company is requesting assistance under this program for the amount and duration adopted in the policy

Fiscal Impact Foundation:

The County tax rate is fixed at the current rate of \$0.58

The company invests an estimated \$70 million in real property improvements by the end of 2027

The company makes an initial investment of \$84 million in business personal property by the end of 2026

The company invests a total of \$194 million in business personal property by the end of 2030

Fiscal Impact Foundation:

Depreciation for business personal property was estimated using the State of North Carolina's 2025 Depreciation Schedule I

Eight-year lifespans were assumed for all business personal property depreciation

Project Powerball – Revenue Breakdown

During 5 incentivized years

Total Revenue Collected - \$4,614,828

Incentive Grant - \$2,307,414

County Net Revenue - \$2,307,414

Over 10 years

Total Revenue Collected - \$8,934,552

Incentive Grant - \$2,307,414

County Net Revenue - \$6,627,138

Other Potential Assistance:

Due to this project's size and potential impact, it is likely that it will qualify for multiple incentive programs offered by the State of North Carolina

Any required local matches for these programs should be satisfied through the requested Level 3 Grant

Projected Additional Impact

It is projected that the 1,181 full-time jobs created by Project Powerball will lead to the creation of an additional 794 indirect and induced jobs in Rowan County

These 794 indirect and induced jobs will generate \$58,486,969 in employee wages and benefits

The additional impacts of Project Powerball will also include the generation of \$191,107,395 in gross revenue for the companies creating these 794 indirect and induced jobs

Source: Jobs EQ Software Projection

In Closing:

Over \$200 million of new investment in Rowan County

Creation of 1,181 new jobs over the next 5 years

\$6.6 million of net property tax revenue to County over 10 years

The project would lead to the creation of an estimated 794 indirect and induced jobs in Rowan County

Thank you considering this request.

Requested Motion:

The Rowan EDC respectfully requests that the Board of Commissioners approve the following motion after the public hearing:

- Motion to approve a Level 3 Grant to Project Powerball for the terms stated in the County's adopted Incentive Grant Program policy

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

FROM: Jason Owens, Chief Deputy
DATE: 6/30/2025
SUBJECT: Overtime for Sheriff's Office Patrol/Detention Continued

To: Rowan County Board of Commissioners

From: Jason Owens, Chief Deputy, Rowan County Sheriff's Office

Re: Extra Duty Pay for the Rowan County Sheriff's Office Patrol/Detention Divisions

Date: June 13th, 2025

Rowan County Sheriff's Office is requesting extra duty pay for employees who work in the Patrol Division and the Detention Center outside of their normal work schedule. This request is to be paid similar to how we have paid deputies working for the Town of Spencer and previously with the City of Salisbury but will be paid by the County. This request is to start July 6th, 2025, thru August 2nd, 2025, to correspond with current pay cycles.

The Sheriff's Office currently has approximately 17 vacancies between Patrol and Detention. With Deputies and Detention Officers out sick, on vacation, or taking state required training, those squads are working even shorter to protect and serve the community/citizens. This extra pay (overtime) will allow officers from other squads/units to help cover the shifts when needed.

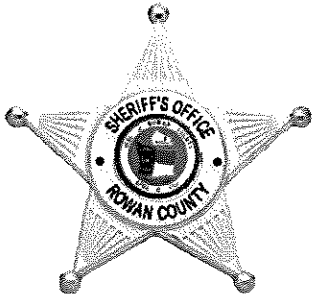
The request is as follows:

Pay Law Enforcement Officers (lieutenant, sergeant, corporal, deputy, detective) and Detention Officers (detention officer, detention corporal, detention sergeant, detention lieutenant) at a rate of time and one-half of their regular hourly rate for each hour worked on patrol outside of normal hours irrespective of time taken off during their normal work schedule.

Authorize the approval of extra duty pay for Law Enforcement Officers (lieutenants, sergeants, corporals, detectives and deputies) and Detention Officers (detention officer, detention corporal, detention sergeant, detention lieutenant) at a rate of time and one-half of their regular hourly rate for each hour worked in a patrol function or detention function outside of normal hours irrespective of time taken off during their normal work schedule effective July 6th, 2025, thru August 2nd, 2025.

ATTACHMENTS:

1. Overtime Continued Patrol-Detention July 2025



ROWAN COUNTY SHERIFF'S OFFICE

Travis Allen, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144
TELEPHONE: 704-216-8700 FAX: 704-216-8674

To: Rowan County Board of Commissioners

From: Jason Owens, Chief Deputy, Rowan County Sheriff's Office

A handwritten signature in black ink, appearing to read "Jason Owens", is written over the "From:" line.

Re: Extra Duty Pay for the Rowan County Sheriff's Office Patrol/Detention Divisions

Date: June 13th, 2025

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SHERIFF'S OFFICE
PHONE (704) 216-8700
FAX (704) 216-8674
JAIL ANNEX (704) 216-7900

WWW.ROWANSHERIFF.ORG

LANDIS OFFICE
PHONE (704) 216-8742
FAX (704) 857-3640

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

FROM: Valerie Steele, Airport and Rowan Transit System Director, Jody Farrow-Bennett,
Purchasing and Contract Administration Director
DATE: 6/30/2025
SUBJECT: Change Order #5 -KMD Construction, LLC - New Corporate Hangars

Rowan County has a contract, 24015, with KMD Construction, LLC for the New Corporate & Box Hangars project at Mid-Carolina Airport. The BOC Approved the Bid Award and contract on May 15, 2023; Agenda Item #9.

The County is requesting a change order #5; not to exceed \$19,226.40. This change order is directly tied to a critical path item within the hangar expansion project schedule. Delaying approval until the next regular Board of Commissioners (BOC) meeting would result in a 31-day delay, which exposes the County to potential contractor claims for extended general conditions and schedule impacts. Timely approval at the upcoming special session called BOC meeting would reduce this potential claim period to just 10 days, preserving project momentum and minimizing cost risk. Prompt action is essential to maintain progress and avoid disruption to this high-priority project. The change order establishes a not-to-exceed estimate for additional stone and fabric based on yardage calculations, required due to unexpected conditions encountered during excavation at the corporate hangar site. The cost associated with this change order will be offset by previous credits within the project.

The original contract (C24015) sum was \$17,369,522.80, but it has been revised to \$17,326,738.83 due to four previous change orders. If approved, this Change Order #5 will increase the contract sum to \$17,345,965.23.

Attached is change order #5 with back-up documentation.

Recommendation:

Board of Commissioners authorize County Manager to approve contract change order #5 on contract # 24015 with KMD Construction LLC. Increasing the contract by \$19,226.40, increasing the contract sum to \$17,345,965.23.

ATTACHMENTS:

1. Change Order #5

**PRELIMINARY OPINION OF PROBABLE COST BASED ON UNIT RATES PROVIDED BY KMD ON "Request For Change Order #8" (PCO-P3-08)
NEW CORPORATE AND BOX HANGARS
MID-CAROLINA REGIONAL AIRPORT**

TBE PROJECT NO. 3708-2303

June 19, 2025

NO.	SPEC.	DESCRIPTION	Estimated QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-102	#57 WASHED STONE	28	CY	\$107.50	\$3,010.00
2	C-102	FILTER FABRIC	120	SY	\$6.50	\$780.00
3	C-102	DEWATERING	6	DAY	\$350.00	\$2,100.00
4	C-102	ADDITIONAL UNDERCUT, DRYING, REPLACEMENT AND COMPACTION	74	CY	\$68.00	\$5,032.00
5	C-102	CMT FOR ADDITIONAL WORK	60	HR	\$85.00	\$5,100.00
6	GP	KMD MARKUP AND BOND FEES	1	LS	20.00%	\$3,204.40
TOTAL:						\$19,226.40