



## Rowan County Board of Commissioners

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

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

July 21, 2025 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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#### PRESENT:

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Daniel Lancaster, Commissioner  
Craig Pierce, Commissioner  
Judy Klusman, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

#### Call to Order

Chairman Edds called the meeting to order at 6:00 p.m. Chaplain Michael Taylor provided a solemnizing prayer. Chairman Edds lead the Pledge of Allegiance.

#### Consider Additions to the Agenda

Chairman Edds asked for the following items to be added to the agenda:

- Request for Discretionary Funding – McCanless Road Interchange (Regular Item G)

#### Consider Deletions From the Agenda

There were no deletions from the agenda.

#### Consider Approval of the Agenda

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the agenda as amended.*

#### Consider Approval of the Consent Agenda

*On motion of Klusman, seconded by Lancaster, the Board voted 5-0 to approve the Consent Agenda as presented, as follows:*

- Consider Approval of the Minutes - 06/16/25 Regular Meeting and 06/30/25 Special Meeting*
- Budget Amendments, as follows:*

4160- Information Systems	Transfer funds for salary and frindge from DSS & Tax Assesors to IT for restructure of departments	\$170,362
4180- Register of	Transfer funds to allocate revenues to correct	\$48,000

Deeds	account	
5100- Health Department	Appropriate funding from CCPN Bringing Home Value Grant	\$36,762
4180- Register of Deeds	Appropriate funds to ROD retirement account	\$20,000
5100- Health Department	Appropriate funds received from Insurance company for Wellcare Health Equity Zone grant	\$100,000
4125- Finance	To recognize reserved funds from FY25 for Enviromental management	\$72,003
4125- Finance	To recognize reserved funds from FY25 for Soil & water	\$1,922
4125- Finance	Appropriate insurance funds received for totaled EMS tahoe unit 2304- funds rcvd FY25- purchase new in FY26	\$95,084
4125- Finance	Appropriate funds to cover roll over contract 25437 for ambulance remounts	\$1,047,500
4500- Rowan Area Transit	Appropriate funds received from 5310- Rural State Enchanced Mbility of Seniors & Individuals with disabilities Grant	\$300,000
4125- Finance	Appropriate funds for RCSO evidence balance from FY25	\$416,419
4125- Finance	Appropriate funds to roll over contract 25325	\$127,661

- C. *Agreement - Hold Harmless - City of Salisbury - ES*
- D. *Change Order #5 -Holden Building Co. - RCC-Health Department*
- E. *Sole-Source - Axon - FY26-30*
- F. *Sole-Source - Idemia FY26-30*
- G. *Approval of Revision #4 - Procurement Policy*
- H. *Policy Exemption - Diversified Dental Staffing - FY26-30*
- I. *Policy Exemption - Gay Welsh - Health Department - FY26-30*
- J. *Schedule Legislative Hearing for August 4, 2025 RE: Z 05-25 Miller & Patterson Farms AO Request*
- K. *Sole Source - ESRI - FY26-30*
- L. *Amendment #2 - Infiltrator Lease*
- M. *2025/26 Ambulance Franchise Agreements*
- N. *Policy Exemption - Worksite Resources - Health Department - FY26-30*
- O. *Early College/Animal Services MOU*
- P. *Sole-Source - Schneider Geospatial - FY26-28*
- Q. *SASO Agreement for BOSS Flight School*
- R. *Change Order #4 - WSP USA INC - Groundwater Monitoring*
- S. *Approve Purchase Cisco Meraki Software - Data Network Solutions*
- T. *Blue Cross Blue Shield of America Agreement Renewal - FY26*
- U. *Rowan County ADA Contracts – FY26*
- V. *Approve FY26' GRANT AGREEMENT for FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant Program*

- W. Water Rate Change*
- X. HDR Work Authorization 2025-02 - Rowan County Landfill - Title V & EPA Gas Reporting*
- Y. HDR Work Authorization 2025-01 - Rowan County Landfill - General Services and Planning Support*
- Z. Resolution-Allowing Retiring Captain David Earnhardt to purchase his service sidearm*
- AA. Sole Source - Kofile FY26-30*
- BB. Reclassification of Lieutenant Positions*
- CC. Request to Make Offer of Employment for Care Management Supervisor I, above the Mid-Point of the Grade*
- DD. Sole Source - Rowan-Salisbury School System FY26*
- EE. Hangar Transfer and Lease Agreement*
- FF. TAX & VTS REFUNDS FOR APPROVAL*
- GG. School Resource Officer (SRO) RSSS - FY25-26*
- HH. Approve FY26' GRANT AGREEMENT for FTA Section 5311 Community Transportation Program Funds Covering Administrative & Capital*
- II. Sole Source - Tyler Technologies - Enterprise Assessment & Tax Maintenance Renewal FY26-30*
- JJ. Additional Vehicle Purchase - Emergency Services*
- KK. Change Rescue Squad "Commissioner Seat" to "At Large" Seat*

**Public Comment Period**

Chairman Edds opened the floor for Public Comment and closed it after no one wished to speak.

**ADW Master Plan - RCC**

Craig Powers, Director of Engineering and Environmental Services, gave an updated on the former JC Penney's building at the Rowan Community Center. Rowan County has contracted with ADW Architects to master plan relocating Tax Assessment, Tax Collections, Building Inspections, Planning and the Register of Deeds Departments to the former JC Penny's store at the Rowan Community Center. The City of Salisbury has shown interest is moving their Land Management Department to this area also to create a better permitting process for our citizens.

Mr. Powers said this request would ask ADW Architects to create a task order to include the City of Salisbury's Land Management Department for the study. The City of Salisbury would have to approve this task, and the County would work on a MOU with them. Future negotiations would include costs for construction, rental, etc. but can be worked out at a later date. Benefits would include a single site that developers and contractors could come for permitting that would include most of the construction occurring in Rowan County.

County Manager Aaron Church described the process moving forward if the Board is in support of this request.

Commissioner Pierce asked for more than one rendering to be provided by ADW.

Chairman Edds explained the benefits of this project moving forward.

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to support including the City of Salisbury's Land Management Department as part of the Master Planning for the former JC Penny's department store at the RCC and direct County Engineering to work with ADW Architects to develop a task order for this work.*

**Public Hearing – Road Naming: Pasture Place**

Pamela Ealey, Planning Technician, said the following road name changes have been submitted to the Rowan County Planning Department:

1. **Currently Known As:** No name driveway  
**Proposed Name:** Pasture Place  
**Location:** 11000 block of NC 801 Hwy, Mt. Ulla (SR 801)  
**Property Owners:** Matthew & Jessica Evans, Jonathan & Susan Evans, Robert Hodge, Hodge Landholdings LLC  
**Reason for Change:** drive has two (2) addressed structures with plans for at least one (1) more structure sharing the same drive.

At 6:10 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the road name change for Pasture Place.*

**Consider Permit to Exceed PE 05-25: Dragon Boat Festival**

Aaron Poplin, Planning Technician, said the Rowan County Chamber of Commerce is requesting a Permit to Exceed for the eleventh annual Rowan Chamber Dragon Boat Festival on July 26th, 2025, at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 5,000 people.

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application  
*Finding:* Planning Staff received this application on June 9th well in advance for consideration on July 21st.
2. The nature of the requested activity  
*Finding:* This event is a lakeside festival with boat races, games, and food vendors.
3. Previous experience with the applicant.  
*Finding:* This is the tenth annual Dragon Boat festival hosted by the Rowan County Chamber of Commerce. The only issues in years past are an increase in vehicle traffic in the area. In 2015 an additional parking area, with trolley shuttle, was added at the corner of Long Ferry Rd and Hedrick Lambe Drive to alleviate parking issues.
4. The time of the event.  
*Finding:* The event will begin on Saturday July 26th at 9:00am, and end at 5:00pm the same day.
5. Other activities in the vicinity of the proposed event.

*Finding:* None to knowledge.

6. Frequency of the event.

*Finding:* Annually.

7. Cultural or social benefits of the proposed event.

*Finding:* The applicant expects to attract an estimated 5,000 people in hopes of raising money for Rowan County Chamber of Commerce small business programs.

8. The effect of the activity on any adjacent residential area.

*Finding:* see attached map of area properties.

9. Previous violations, if any, by the applicant.

*Finding:* None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

*Finding:* The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on July 9th regarding this application (12 days notice before the BOC meeting and two weeks before the event).

Based on the above 10 standards, this application meets all necessary criteria for approval.

At 6:14 p.m. Chairman Edds opened the public hearing and closed it after everyone wishing to speak had done so.

Daniel Matangira, Dragon Boat Committee Chair, said he has overseen the event for five years now and thanked the Board for their continuing support.

*On motion of Greene, seconded by Pierce, the Board voted 5-0 to approve PE 05-25.*

### **Consider Permit to Exceed PE 04-25: Float the Goat**

Shane Stewart, Assistant Planning Director, said Mikey Wetzels is requesting a permit to exceed the noise ordinance standards for two (2) events featuring amplified sound played from a floating stage (stripped pontoon boat) near “Goat Island” on High Rock Lake. The 7th annual “Float the Goat” would feature a live band on Saturday, August 9, 2025 (August 10th rain delay) and the second would feature a DJ playing recorded music on Saturday, August 16, 2025 (August 17th rain delay) both between 12:00 PM and 5:00 PM.

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

*Finding:* Planning Staff received the application on June 15th for consideration at the July 21st meeting. Adjoining property notices were mailed on June 30th .

2. The nature of the requested activity.

*Finding:* According to the applicant memo, both events are sponsored in part by Waters Edge Dock and Grill with Float the Goat being an extension of the High Rock Lake Association summer concert series. Float the Goat on the 9th would feature a full band performing live music consisting of “popular radio songs, country and classic rock” from a floating stage on the open waters of High Rock Lake. The event on the 16th would

feature a DJ playing music alongside a hot dog vendor serving the guests from the floating stage. Based on past events, the memo suggests Float the Goat would draw approximately 100 boats and up to 500 attendees while the event on the 16th is expected to be “a simpler event”.

3. Previous experience with the applicant.

*Finding:* Mr. Wetzel held similar live music events each year at the same location since 2019 with no known problems aside from a few initial noise and trash complaints. The Sheriff’s Office expressed no concerns with the request based on event history. Staff indicated they normally have at least one (1) boat present and typically more via NC Wildlife’s request for assistance from “adjacent counties”. Mr. Wetzel indicated he will be in contact with the Sheriff’s Office, Miller Ferry Fire, Rowan Rescue, NC Wildlife, and Rowan County Environmental Health (food).

4. The time of the event.

*Finding:* The events will take place August 9th (10th rain) and 16th (17th rain) from 12:00 PM until 5:00 PM.

5. Other activities in the vicinity of the proposed event.

*Finding:* Staff received a permit to exceed request for a sheriff candidate meet and greet at the Shrine Club at 6480 Long Ferry Road on August 16th proposing approximately 150 guests.

6. Frequency of the event.

*Finding:* Yearly request with a second event date this year.

7. Cultural or social benefits of the proposed event.

*Finding:* The applicant is anticipating 500 attendees around the island, which, according to the applicant, is a common area of the lake where large numbers of boaters gather on weekends.

8. The effect of the activity on any adjacent residential area.

*Finding:* No concerns were expressed by law enforcement officials. Staff have not received negative feedback from the public over the last several events.

9. Previous violations, if any, by the applicant.

*Finding:* None to knowledge.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

*Finding:* Staff mailed notice to owners of 121 parcels located along the shoreline nearest the event on June 30th (see map).

This request meets all standards for approval.

Applicant Mikey Wetzel explained that these are separate requests and described new aspects of the events.

At 6:22 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve PE 04-25.*

## **Financial Report**

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with FY 2025 equaling \$192,490,981 in June. Annual cumulative revenue is at \$208,061,153. The annual cumulative property tax was \$115,894,204 in May. In March, the annual cumulative sales tax was \$33,055,009. She compared monthly sales taxes from 2022 to 2025.

## **Board Appointments**

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to make the following appointments:*

- *Anjeana Thurston to the Business Community seat on the Airport Advisory Board*
- *Leighann Haglan to a County seat on the Cleveland Community Volunteer Fire Department Board of Trustees*
- *Matthew Munsey to a County seat on the Cleveland Community Volunteer Fire Department Board of Trustees*
- *Debra Currie to a County seat on the Enochville Volunteer Fire Department Fire Commission*
- *Kevin Joines to a County seat on the Enochville Volunteer Fire Department Fire Commission*
- *Ronald Jacobs to the ETJ seat on the Granite Quarry Zoning Board – ETJ*
- *Adrian Gantt to the Salisbury Fire Emergency Management seat on the Local Emergency Planning Committee*
- *Stephen Carter to the Rowan HazMat Coordinator seat on the Local Emergency Planning Committee*
- *Eric Brady to a County seat on the Union Volunteer Fire Department Fire Commission*
- *Harold Rouzer to a County seat on the Union Volunteer Fire Department Fire Commission*
- *Terry Kesler to a County seat on the Union Volunteer Fire Department Fire Commission*

*On motion of Klusman, seconded by Greene, the Board voted 5-0 to appoint Jeanie Dixon to the At Large seat on the Rowan-Cabarrus Community College Board of Trustees.*

## **\*\*Agenda Addition\*\* Request for Discretionary Funding – McCanless Road Interchange**

Chairman Edds explained the request. There are discretionary grant funds available through the Metropolitan Planning Organization. There is a 20% match required that could come from any source. If the project doesn't get funded, the planning dollars that have been spent could be clawed back. This is currently estimated at \$4,107,000.

This is the initial planning and design phase including:

- Plans/Drawings
- Specifications
- Environmental Studies
- Estimates

Does not include phases like right-of-way acquisition, utility relocation, or construction.

The Project does not currently have any funding allocated to it. According to NCDOT, the MPO funding is considered Federal Funding and they could ask that the funds be repaid if the Interchange is never built.

Chairman Edds explained the importance of this interchange, particularly for East Spencer and Rowan County. More study will be required.

*On motion of Edds, seconded by Klusman, the board voted 4-1 (Pierce opposed) to support a memorandum requesting discretionary funding for Preliminary Engineering on the proposed new interchange at Correll St - McCanless Road and I-85.*

### **Closed Session**

*On motion of Edds, seconded by Klusman, the Board voted 5-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on June 2, 2025, as described by NCGS 143-318.10(e), pursuant to NCGS 143-318.11(a)(3), to consult with an attorney, and pursuant to NCGS 143-318.11(a)(6), for personnel.*

### **Resume Open Session**

At 8:11 p.m. Open Session resumed.

Chairman Edds explained the proposed changes to the County Manager's contract of employment, which included the following effective July 22, 2025:

- Removing "Moving Expenses" from Section 2
- Setting the rate of pay at \$205,000 per year
- Removing eligibility for the Merit/Longevity program
- Retaining eligibility for cost-of-living increases and other adjustments approved by the Board
- Adding Section 3: Retention Bonus
- Contract extension to July 22, 2030

*On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the Employment Agreement between the County of Rowan and Michael A. Church as amended (Attachment A).*

### **Adjournment**

*At 8:15 p.m., on motion of Pierce, seconded by Greene, the Board voted 5-0 to adjourn.*

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Sarah Pack, CMC, NCCCC  
Clerk to the Board

NORTH CAROLINA

ROWAN COUNTY

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective the 22nd day of July, 2025 by and between ROWAN COUNTY, a body politic, hereinafter “Employer”, and MICHAEL A. CHURCH, hereinafter “Employee”.

WITNESSETH:

WHEREAS, Employer has hired Employee as the County Manager for Rowan County, North Carolina, effective the 22<sup>nd</sup> day of July, 2025; and

WHEREAS, the parties have mutually agreed to the terms and conditions that shall govern the employment of Employee; and

WHEREAS, the parties have further agreed at the time of Employee’s hiring, as one of said terms and conditions, to reduce their agreement to writing and provide Employee with an Employment Agreement; and

WHEREAS, the parties desire to reduce said agreement to writing in order to reflect all of the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Section 1. Duties.** Employer hereby agrees to employ the Employee as County Manager for Rowan County, North Carolina. Employee shall perform the functions and duties for said position as set forth in the North Carolina General Statutes and the approved formal job description for said position, together with such other functions and duties as may be prescribed from time to time by the Board.

**Section 2. Salary and Fringe Benefits.** Employee’s salary shall be the sum of \$205,000 per year, subject to future annual cost of living increases approved for county employees in the annual budget including cost-of-living increases and other adjustments as may be approved by the Board. Fringe benefits shall include those available to all full-time employees of the Employer with the exception of the Merit/Longevity Program.

**Section 3. Retention Bonus.** In addition to annual salary and fringe benefits included in Section 2 of this agreement, Employee shall receive the following Retention Bonus’:

- A. If still employed as of 09/30/25, Employee shall receive a retention bonus of \$11,000 dollars for eleven (11) years of service, to be paid during the next scheduled pay period, subject to all required taxes and withholdings.

- B. If still employed as of 09/30/26, Employee shall receive a retention bonus of \$12,000 dollars for twelve (12) years of service to be paid during the next scheduled pay period, subject to all required taxes and withholdings.
- C. If still employed as of 09/30/27, Employee shall receive a retention bonus of \$13,000 dollars for thirteen (13) years of service to be paid during the next scheduled pay period, subject to all required taxes and withholdings.
- D. If still employed as of 09/30/28, Employee shall receive a retention bonus of \$14,000 dollars for fourteen (14) years of service. to be paid during the next scheduled pay period, subject to all required taxes and withholdings.
- E. If still employed as of 09/30/29, Employee shall receive a retention bonus of \$15,000 dollars for fifteen (15) years of service. to be paid during the next scheduled pay period, subject to all required taxes and withholdings.

**Section 4. Exempt Status.** Employee's position as County Manager shall be considered as an exempt position under the Fair labor Standards Act.

**Section 5. Professional Development.** Employee is encouraged to attend appropriate workshops and conferences, including North Carolina City/County Manager Conferences, the NACo Annual Conference, and the NCACC Annual Conference. The county will agrees to pay for membership to one (1) local civic organization in Rowan County via (Rotary or other like organization not to exceed \$1,500 a year.

**Section 6. Travel Allowance.** Employee shall receive a travel allowance of FIVE HUNDRED AND NO/100 DOLLARS (\$500) per month for in-county travel. All out-of-county travel shall be reimbursed in accordance with the Employer's policy for the same.

**Section 7. Performance Evaluation.** Employee's job performance shall be reviewed in January of each year.

**Section 8. Termination of Employment.** Either party may terminate this Agreement, with or without cause, upon THIRTY (30) DAYS notice to the other party.

Employee may be terminated at any time after conviction of any felony charge with no separation pay due under this type of termination.

If Employee is terminated within FIVE (5) YEARS of July 22, 2025, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of ONE HUNDRED AND EIGHTY (180) DAYS following the effective date of termination.

If Employee is terminated after July 22, 2030 from employment, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of NINETY (90) DAYS following the effective date of termination.

In the event the Employee is terminated by employer during the six months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under the agreement, then, Employer agrees to pay severance in accordance with this section plus salary and benefits in accordance with this section for any portion of the six months not yet worked.

EXAMPLE CHART OF SEVERANCE FOLLOWING THE SEATING AND SWEARING-IN OF ONE OR MORE NEW GOVERNING BODY MEMBERS IN DECEMBER.

<u>TERMINATION MONTH</u>	<u>SEVERANCE</u>
December	360 Days
January	330 Days
February	300 Days
March	270 Days
April	240 Days
May	210 Days
June	180 Days
July through November	180 Days

“Separation Pay” as used in this Section 7 shall include all of the Employee’s salary and fringe benefits as provided in Section 2 above.

**Section 8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

**Section 9. Severability.** If any Section, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and not affected thereby and shall remain in full force and effect.

**Section 10. Entire Agreement.** This Agreement constitutes the entire understanding of the parties. It may not be changed or modified orally but only by an Agreement in writing signed by each party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above written.

ROWAN COUNTY, EMPLOYER  
BY:

  
\_\_\_\_\_  
Greg Edds, Chairman

ATTESTED TO:


  
\_\_\_\_\_  
Sarah Pack, Clerk to the Board



MICHAEL A. CHURCH, EMPLOYEE

  
\_\_\_\_\_  
(SEAL)

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

  
\_\_\_\_\_  
Anna Bumgarner, Finance Director