



**ROWAN COUNTY COMMISSION AGENDA**  
**September 20, 2021 - 6:00 PM**

**Join from a PC, Mac, iPad, iPhone or Android device:**  
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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

- Led By St. Matthews Lutheran Church Boy Scout Troop #333; Scoutmaster Kyle Holshouser

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: September 7, 2021

**1 Consider Approval of Consent Agenda**

- A. Airport Dress Code
- B. Rowan Transit Dress Code
- C. Innospec Active Chemicals - Amendment with Department of Commerce

- D. Tax Refunds for Approval
  - E. Transit 5311 Grant Resolution Designee Certification
  - F. RCPH - Grant Funding for Elevate Program
  - G. Bi-Weekly Environmental Health Report
  - H. ARPA Request and Budget Amendment
  - I. Award Contract to KMD Construction, Inc for Liberty Street Ramp
  - J. Permission to Release RFP for Cardiac Monitors
  - K. Approval of Contract to Tyler Technologies, Inc. for MUNIS Maintenance
  - L. Approval of Contract to Piner Appraisal, Inc. for tax Revaluation 2023
  - M. Transit Grant FY22 Rural Operating Assistance Program (ROAP)
- 2 Public Comment Period
  - 3 Public Hearing & Summary Presentation - EDC 'NorthPoint Incentive Agreement'
  - 4 Quasi-judicial hearing for SUP 03-21: Kevin Settineri
  - 5 Public Hearing for Z 06-21: Ruth Fisher et al.
  - 6 Public Hearing for Z 07-21: Carolyn Withers
  - 7 Autumn Jubilee Volunteer Opportunity for Rowan County Employees
  - 8 Update on Planning, Permitting and Inspections Matrix Assessment Implementation
  - 9 Financial Reports
  - 10 Budget Amendments
  - 11 Adjournment

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



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 9, 2021  
**SUBJECT:** Provided By: Chaplain Michael Taylor

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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 9, 2021  
**SUBJECT:** Consider Approval of the Minutes: September 7, 2021

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**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b> |
|---------------------------|--------------------|-------------|
| September 7, 2021 Minutes | 9/15/2021          | 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 704-216-8181 • Fax 704-216-8195

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

**September 7, 2021 – 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  
Craig Pierce, Member  
Judy Klusman, Member

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

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**

Commissioner Klusman requested to move agenda item #8 (*Update on Status of Consolidation Efforts Between Vaya Health and Cardinal*) to agenda item #2a in the order of discussion.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

#### **CONSIDER APPROVAL OF THE AGENDA**

Commissioner Klusman moved, Commissioner Caskey 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 August 16, 2021 Commission Meeting passed unanimously.

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

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

The Consent Agenda consisted of the following:

- A. Proclamation for Patriot Day - A Day of Remembrance for September 11, 2001
- B. Proclamation - First Responders Appreciation Day
- C. Proclamation For Constitution Week
- D. Proclamation For Library Card Sign-up Month
- E. Contract Between DSS and American Children's Home
- F. Contract #22179 Between DSS and Genesis - A New Beginning
- G. Contract #22173 Between DSS and Masonic Home for Children Oxford, Inc.
- H. Cooperative Extension Grant Programs
- I. Release of RFP for Federal & State Lobbying Services
- J. Bi-weekly Environmental Health Report
- K. Contract Between Rowan County and Aviation Management Consulting Group
- L. FY21 5307 Urbanized Area Formula Grant Agreement
- M. Salisbury-Rowan Community Foundation Grant
- N. Mid-Carolina Regional Airport Holiday Observance
- O. Position Change Request
- P. Airport Fuel Discount Program
- Q. Schedule Public Hearing for Z 06-21: Ruth Fisher, for September 20, 2021
- R. Schedule Public Hearing for Z 07-21: Carolyn Withers, for September 20, 2021
- S. Purchase of Equipment for Landfill
- T. Schedule Quasi-Judicial Hearing for SUP 03-21: Kevin Settineri, for September 20, 2021
- U. Ambulance Franchise
- V. Purchase of Whole-Body Scanner
- W. Sign-On Bonus and Referral Program for ALS Providers
- X. Award Contract to Piner Appraisal for Tax Revaluation 2023
- Y. Permission to release RFP for Fleet Management Services
- Z. Purchase of Microsoft EA
- AA. Proclamation Honoring the 75th Anniversary of the Harold B. Jarrett American Legion Post 342
- AB. Schedule Public Hearing for September 20, 2021 for Incentive Agreement with NorthPoint Development

## **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 coming forward, Chairman Edds closed the Public Comment Period.

## **2a. UPDATE ON CONSOLIDATION EFFORTS BETWEEN VAYAHEALTH AND CARDINAL**

(Note: This item was moved from agenda item #8 in the order of discussion).

Brian Ingraham, Chief Executive Officer (CEO) of Vaya Health, discussed the merger with Cardinal. Mr. Ingraham provided a power point for the Board and discussed Vaya's strengths, as well as the consolidation transition planning. According to Mr. Ingraham, the transition would be seamless and be complete next year. All individuals would continue with the services and providers they were currently seeing. Additionally, quality Cardinal staff would stay in place to maintain continuity of care during the transition.

Mr. Ingraham highlighted the expansion of services and supports; comprehensive treatment to support the Department of Social Services and Department of Juvenile Justice involved children and families.

At this point, Mr. Ingraham introduced Brian Shuping, Executive Director of Community Relations, as well as Zack Shepherd, Care Coordination Manager, who would be the County's local contacts.

Continuing with the power point Mr. Ingraham compared the number of Vaya non-Medicaid members served in FY 2019-20 to the numbers served by other providers.

Mr. Ingraham stated Vaya was considered a statewide leader on the Department of Health and Human Services (DHHS) "Super Measures" and was one (1) of only two (2) LME/MCO's that had consistently met all required benchmarks.

In response to Chairman Edds and the fact that Rowan County would be surrounded by counties that had gone in other directions, Mr. Ingraham assured the Board the County would be getting the same service as other counties, regardless of location.

Chairman Edds thanked Commissioner Klusman for her work with Cardinal and with the Cardinal and Vaya merger. Chairman Edds said the County had been under tremendous pressure to make other decisions and he expressed hope that the County would verify to other counties Rowan had made a good choice.

Mr. Ingraham said Vaya was already making great progress and the Board should expect "good things".

## **3. PUBLIC HEARING: FY23 TRANSPORTATION GRANT APPLICATION DESCRIPTIONS AND AMOUNTS**

Airport and Transit Director Valerie Steele provided a power point for the Board as she discussed the FY 23 Transportation Grant Application. The North Carolina Public Transportation Division was accepting Transportation Program applications for FY 23 and the public hearing was to allow residents of the community an opportunity to

comment on community transportation needs and the Rowan Transit System (RTS) grant applications.

Ms. Steele reported the Community Transportation Program (CTP) covered administrative costs, including salaries, travel, communications, utilities, advertising, and a secured parking lot. For the 5311 CTP funding, the County was requesting \$250,300 (\$212,755, 85% grant with \$37,545, 15% County match).

With regards to the 5310 State/Rural funds, the grant request was as follows:

- Enhanced Mobility of Seniors and Individuals with Disabilities
  - RVO, TLC, Dialysis-Rural
- Requesting \$385,000
  - \$192,500 (50% grant)
  - \$192,500 (50% match from contract revenue)
  - Dialysis-Rural (50% match from ROAP funding)

The 5310 State/Rural funds supported Rowan Vocational Opportunities, Inc. (RVO), Trinity Living Center (TLC) and Davita Kidney Care.

Combined Capital:

- Funding to replace two (2) raised roof vans and one (1) 20' light transit vehicle. All with lifts.
  - No guarantee NCDOT approval
  - Delivery may be delayed
- Requesting \$211,520
  - \$190,368 (90% grant)
  - \$21,152 (10% County match)

The FY 23 Transit grant applications totaled \$846,820. Of the total, \$595,623 was grant funding; the County match was \$58,697 and contract revenue was \$192,500. All grant agreements would be brought back to the Board for official acceptance, the certification that funding was available, and the approval for signature by the County Manager.

Chairman Edds opened the public hearing to receive citizen input regarding the FY 23 Transportation Grant Application. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the FY 23 Transportation Grant Applications passed unanimously (4-0). (Note: Commissioner Klusman had left the room without being excused and was therefore counted in the affirmative).

Commissioner Greene moved to adopt the CTP Public Transportation Program Resolution followed by a second from Commissioner Pierce. The motion passed

unanimously. (Note: Commissioner Klusman had left the room without being excused and was therefore counted in the affirmative).

#### **4. Z 05-21 REAPER'S REALM, LLC [CONTINUATION FROM 8-16-21 MEETING]**

Planning Director Ed Muire said the Commission conducted a public hearing at its August 16, 2021 meeting and opted to table its decision on this item in favor of considering a temporary use permit application for the venue. The public hearing for this item was closed and since it was not re-advertised, no additional public comment should be received.

As suggested by the Commission, the applicant's agent, Albert Benshoff, submitted TEMP 01-21 for consideration by the Commission. TEMP 01-21 was an agenda item to be heard by the Board later in the meeting. Mr. Benshoff had not withdrawn the Z 05-21 application.

Mr. Muire said Planning Staff provided the same set of material as included for the August 16, 2021 public hearing for reference with the addition of the Noise Monitoring Survey.

Based on the information in the agenda packet, the request was from Reaper's Realm, LLC for a conditional district zoning request for all or a portion of four (4) parcels owned by TJ and Angela Jenkins. The request includes Tax Parcels 147-001; 147-004; 147-006; and 147-116 which are located between Daugherty Rd and Old Linn Road.

The primary reason for the request was to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and may only be petitioned for in the County's non-residential zoning districts (CBI, NB and IND).

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2-year period and 2020 for 1 year only. In granting the 1-year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

At its July 26, 2021 meeting the Planning Board recommended denial of the Z 05-21 request. The Planning Board's Statement of Consistency and Reasonableness for consideration, states, "Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic."

The suggested action for the Commissioners was to discuss the case and develop Statements of Reasonableness & Consistency and to vote on the Z 05-21 application.



County Attorney Jay Dees said the Board had closed the public hearing on August 16, 2021 and it was now up to the Board of Commissioners to discuss the substance of what was recalled from the public hearing and review the recommendations of Staff, the Staff Report, as well as the prior actions of the Planning Board. Mr. Dees said procedurally the Board should determine what it would like to do with regards to the Statements of Consistency and Reasonableness and whether the Board wanted to deny or approve the rezoning.

Chairman Edds asked if the Commissioners wished to hold further discussion. Chairman Edds said the Board was finishing the discussion and debate on the zoning request from the last meeting. Chairman Edds said there was a Temporary Use Permit (TEMP) request from Reaper's Realm scheduled for 6:00 p.m.

Chairman Edds moved to deny Z 05-27. Chairman Edds said the Planning Board's recommendation was to do the same. Chairman Edds continued by saying the Planning Board's Statement of Consistency and Reasonableness stated, "Z 05-21 is not consistent with the East Rowan Land Use Plan (LUP) based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors or community in regards to noise and traffic."

Mr. Muire said the Board needed to adopt Statements of Consistency and Reasonableness and that the two (2) could be combined. Mr. Muire said the Statement just read by the Chairman was the Planning Board's. Mr. Muire explained that if the Commissioners heard anything else that might not have been addressed in the Statement, he would encourage the Commissioners to talk about it and add to the Statement(s).

County Attorney Jay Dees added that the Planning Board combined the two (2) Statements and if the Commissioners agreed with their assessment, the Commissioners could combine the Statements into one, as well.

The motion on the floor was seconded by Commissioner Klusman and passed unanimously.

Chairman Edds said the Board would take the matter back up as a Temporary Use at 6:00 p.m.

## **5. CONDUCT QUASI-JUDICIAL HEARING FOR SUP 02-21: TAYLOR CLAY PRODUCTS**

The Chairman read the Chairman's Speech (Exhibit A) and declared the hearing for SUP 02-21 to be in session. Chairman Edds said the hearing would focus on an application submitted by Bryce Evans on behalf of Taylor Clay Products for a 7,875 square foot building expansion on Tax Parcel 408-020 located at 1225 Chuck Taylor Lane.



The Clerk swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and also provided a power point (Exhibit C) to the Board to depict the site and surrounding areas. Mr. Stewart reported that Taylor Clay was seeking a Special Use Permit (SUP) to expand their existing brick manufacturing operation with a 7,875 square foot building addition. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

The SUP requirements for minimum lot size was five (5) acres for manufacturing uses and the site in question totaled twenty-nine (29) acres.

With regards to the location of structures, storage of materials, the requirement was that principal structures and storage of flammable / hazardous materials shall be two (2) times the required buffer. The proposed addition would be 110' to the nearest property corner, which is a parcel owned by Taylor Clay (parcel ID 408-079). The nearest property use was the Cabarrus Concrete batch plant at 1155 Chuck Taylor Lane. No buffer would be required between two (2) "heavy impact" uses.

Mr. Stewart continued to review the SUP requirements and Evaluation Criteria as outlined in the Staff Report (Exhibit B).

According to Mr. Stewart, public notice of the hearing was mailed on August 23, 2021 to eight (8) adjoining land owners (within 100 feet of the subject property) and a sign was posted on the property on August 25, 2021.

Mr. Stewart provided the Board with example Findings of Fact (Exhibit D) based on the criteria he had outlined in the Staff Report (Exhibit B).

Chairman Edds opened the public hearing to receive citizen input regarding SUP 02-21 and with no one coming forward, Chairman Edds closed the public hearing.

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

The fact as listed in the Example Findings (Exhibit D) was:

- The 7,875 square foot addition to the existing staff estimated 250,000 square foot facility will be subject to Building Inspections plan review and permitting.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

The fact as listed in the Example Findings (Exhibit D) was:

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

The motion was seconded by Commissioner Pierce and carried unanimously.

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

The fact as listed in the Example Findings (Exhibit D) was:

- According to the staff report, Taylor Clay Products began operation at this location in 1949.
- This request complies with all seven (7) specific special use standards designed to address impacts associated with heavy impact uses.
- The Eastern Rowan Land Use Plan identifies this property as a Commercial / Industrial Area and within the I-85 / US 29 corridor, both of which support the request.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve SUP 02-21 carried unanimously.

## **6. PUBLIC HEARING: FY 19-20 HOME FUNDING INCREASE**

Planning Director Ed Muire said the Commission conducted a public hearing on March 18, 2019 to adopt its FY 19-20 HOME Action Plan. The funding amount advertised for its public hearing suggested the County would receive \$147,366 but due to changes in Consortium participation and HUD allocations, the County's allocation increased to \$192,081. The County received notice of this funding increase in May 2019.

Accordingly, the County budgeted the increase in funding (\$192,081) and administrative costs (\$11,525), but was not advised of the need to conduct another public hearing. Based on a similar occurrence of funding increase in the FY 21-22 application, Staff recommended the Commission schedule another public hearing to acknowledge receipt and acceptance of these programmed funds.

Notice of this public hearing was advertised in the Salisbury Post on Thursday, August 26, 2021.

Chairman Edds opened the public hearing to receive citizen input regarding the FY 2019-20 HOME funding increase. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Klusman moved to approve the FY 19-20 HOME Action Plan in the amount of \$192,081. The motion was seconded by Commissioner Pierce and passed unanimously.

Please note that following agenda item #7, Mr. Muire came back to the podium to ask the Board to clarify the approval for the FY 19-20 HOME Action Plan. A second motion was then made: Commissioner Klusman moved to authorize the County Manager and related Staff to sign the annual agreement on behalf of Rowan County once processed. The motion was followed by a second from Commissioner Pierce and carried unanimously.

#### **7. CONSIDER SNIA 06-21: FOLEY HOME SALES**

Assistant Planning Director Shane Stewart said Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 12,000 square foot shell building on Lot 3 of the recently developed Horsepower Park Subdivision. The property was addressed as 180 Nitro Alley Mooresville and referenced as parcel ID 230D-003. According to the property owner, the building would be upfitted for a race shop and warehouse use initially with other future tenants to follow thereafter (see enclosed site plan).

Mr. Stewart said approving the request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

The applicant, Doug Foley, came forward in the event the board had any questions. Mr. Foley briefly discussed the plans for the project.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve SNIA 06-21 carried unanimously.

#### **8. UPDATE ON CONSOLIDATION EFFORTS BETWEEN VAYAHEALTH AND CARDINAL**

This update was moved to agenda item #2a in the order of presentation.

#### **9. BUDGET AMENDMENTS**

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

- Social Services – Budget HCCBG CARES Funding that expires September 30, 2021. \$38,524
- Health Department – Disperse awarded funding from Agreement Addendum #361 ELC Reopening Schools SH Liaison. \$115,000
- Finance – Budget for the Emergency Management FY 2021 Tier II Grant for Disaster Preparedness, accepted by the BOC on 4/19/2021. \$1,000
- Finance – Budget the FY20 Homeland Security Grant Program awarded to Rowan County for the project entitled: Exercise-Lost at the Lake. This award was approved by the Commission on 10/19/20. \$35,000
- Budget the FY 20 Hazardous Material Emergency Preparedness Grant awarded to Rowan County for a HMEP project. This award was approved by the Commission on 10/29/20. \$9,600
- Finance – Budget the FY19 Homeland Security Grant awarded to Rowan County. The grant was accepted by the Commission on 10/21/2019. \$29,217
- Sheriff – Recognize funds from 2018 Justice Assistance Grant and budget to correct expense accounts to allow for approved purchases. \$14,778
- Finance – Reduce Soil & Water's FY 22 Outdoor Educational Learning Grant budget to actual available. \$2,206
- Finance – Budget the EMPG-S Disaster Relief Grant awarded by the NCDPS. Rowan County is responsible for a 50% match. \$17,569
- Finance – Increase Cooperative Extension's Contracted Services to cover Rowan County's portion of the MOA and employment of Cody Craddick at NC AT&T. \$29,029
- Finance – Recognize reserved funds from FY 2021 for Emergency Services. 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. \$24,925
- ES/Finance – Requesting use of ARPA funds for PPE, cleaning supplies equipment for CCP program, temporary housing. \$243,000

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

#### **10. CONSIDER APPROVAL OF BOARD APPOINTMENTS** **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

David Hollars with the Centralina Workforce Development Board recommended that Desiree Dunston be appointed to replace a previous member, whose term was set to expire on June 30, 2022. If approved, Ms. Dunston would continue representation from the Health Care sector and she would be eligible for reappointment for a two-year term beginning on July 1, 2022.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to appoint Desiree Dunston as requested passed unanimously.

## **JUVENILE CRIME PREVENTION COUNCIL**

Carl Dangerfield applied to fill the vacant seat for a member of the Business Community. The term would expire June 30, 2022.

Commissioner Klusman moved the appointment of Carl Dangerfield followed by a second from Commissioner Caskey. The motion carried unanimously.

## **LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)**

- Josh Bergeron, Salisbury Post Editor, applied to fill a vacant Media seat.
- Alyssa Harris, Rowan County Health Director, applied to fill a vacant seat for Environmental/Health/Transportation.
- Michael Hedrick with the North Carolina Department of Transportation, applied to fill another vacant seat for Environmental/Health/Transportation.

The LEPC has approved and recommends these appointments. There are no term ending dates for the members of this Committee.

Commissioner Klusman moved the appointment of Josh Bergeron, Alyssa Harris and Michael Hedrick. The motion was seconded by Commissioner Caskey and passed unanimously.

## **ROWAN COUNTY PLANNING BOARD**

Greg Hannold's first term on the Planning Board will expire on September 30, 2021 and he has applied for reappointment.

An application was also received from Joseph Strickland; however, there are no other vacancies at this time.

The selected applicant's term would be for three (3) years and expire September 30, 2024.

Commissioner Caskey moved the reappointment of Greg Hannold. The motion was seconded by Commissioner Pierce and carried unanimously.

**Chairman Edds recessed the meeting at 3:57 p.m.**

**Chairman Edds reconvened the meeting at 6:00 p.m.**

At this point, Chairman Edds said the County Attorney had raised a point of order regarding the zoning hearing for Z 05-21 in that the Board needed to make some findings to support the motion to adopt the Board's Statements of Consistency and Reasonableness.

- Chairman Edds said with regards to the Statement of Consistency, the request for CBI rezoning is not consistent with the I-85 South Corridor Plan commentary that more separation is needed between residential uses and business and

industrial uses. Likewise, the request is not consistent with East Rowan Land Use Plan recommendation that proposals for expansion of existing businesses that minimize conflict with surrounding residential uses through design standards or impact mitigation techniques are encouraged in the Planning area.

- With regards to the Statement of Reasonableness, Chairman Edds said the surrounding areas are predominantly residential and the Planning Board's adopted Statement of Reasonableness says Z 05-21 is not consistent with the East Rowan Land Use Plan based on the following: It is an expansion of business that would conflict with surrounding residential uses and the proposed use would be a benefit to the owner at the expense of neighbors in the community in regards to noise and traffic. If changed to CBI, three (3) of the applicant's proposed uses for the property are compatible with the RA District but the proposed use as an amusement and recreation service is not allowed in the RA District and lack of sufficient road frontage for the applicant's property would limit the non-residential structures square footage to 2,000 if permits had been obtained. The property is not in compliance with RA standards now.

Chairman Edds offered the findings as a motion to support the Statement of Consistency and the Statement of Reasonableness. The motion was seconded by Commissioner Greene and passed unanimously.

**11. 6:00p.m. TEMP 01-21: REAPER'S REALM HAUNTED HOUSE AND TRAIL**  
**[PUBLIC COMMENT]**

Chairman Edds announced that staff was dealing with some technical issues regarding the projector and the audience would be unable to see the presentations via the overhead screen. Chairman Edds said audience members could use the Zoom application via their cell phones to see the power points that would be provided.

Planning Director Ed Muire reported that Albert Benshoff of The Brough Law Firm, PLLC, submitted a Temporary Use Permit (TEMP) application on behalf of Reaper's Realm Haunted House, LLC (RR) to operate a haunted house and trail for the Halloween 2021 season on property owned by Tony and Angela Jenkins. The property, further described as Tax Parcel 147-001 /004 /006 /116 and 145 was located between Old Linn and Daugherty Roads and primarily accessed by private right-of-way identified as Shuffler Woods Road.

The property was zoned RA. Included in the TEMP 01-21 application were the requested dates and hours of operation, fifteen (15) suggested conditions offered by the applicant and a generalized site plan of operations.

Following the Commission's action on August 16, 2021 to table its decision regarding the Reaper's Realm Haunted House and Trail Conditional District Z 05-21 rezoning application, along with a directive for the applicant to prepare a Temporary Use Application for consideration, representatives from the North Carolina Department of



Labor and Rowan County Departments of Fire Marshal, Building Inspections and Planning met on site to view the buildings and trail utilized in the Reaper's Realm Haunted House and Trail on August 23, 2021.

The intent of the visit was to determine which structures used in the "haunt" had obtained permits and identify those that needed permits and / or plan review to be deemed "code compliant".

Below is a list of the structures on site, which were assigned a number and the corresponding column indicates its status from a compliance perspective based on an understanding of how the structures are used in the haunt.

| <b>Structure Number</b> | <b>Name</b>          | <b>Building Plan</b> | <b>Building Permit</b> | <b>Electrical Permit</b> | <b>Fire Inspection</b> |
|-------------------------|----------------------|----------------------|------------------------|--------------------------|------------------------|
| 1.0                     | Haunted House        | Approved             | Approved               | Approved                 | Approved               |
| 1.1                     |                      | Required             | Needed                 | Needed                   | Needed                 |
| 1.2                     | Gift Shop/ATM        | Required             | Needed                 | Needed                   | Needed                 |
| 1.3                     |                      | Required             | Needed                 | Needed                   | Needed                 |
| 1.4                     | Concessions          | Required             | Needed                 | Needed                   | Needed                 |
| 2.0                     | Granny's Place       | Required             | Needed                 | Needed                   | Needed                 |
| 4.0                     | Storage Trailer      | Required             | Needed                 | Needed                   | Needed                 |
| 6.0-6.3                 | Asylum               | Approved             | Needed                 | Needed                   | Needed                 |
| 6.4                     |                      | Required             | Needed                 | Needed                   | Needed                 |
| 7.0                     | Slaughterhouse 1 & 2 | Approved             | Needed                 | Needed                   | Needed                 |
| 7.1                     | Junkyard Building    | Required             | Needed                 | Needed                   | Needed                 |
| 7.2                     | Skinning Building    | Required             | Needed                 | Needed                   | Needed                 |
| 7.3                     | Mineshaft            | Required             | Needed                 | Needed                   | Needed                 |
| 8.1-8.3                 |                      | Required             | Needed                 | Needed                   | Needed                 |

Mr. Muire said he believed the applicant would provide information later in the meeting about removing and/or placing padlocks on some of the structures.

Mr. Muire said the applicant provided the tour for the inspections and afterwards, a follow-up letter was sent to Mr. Jenkins and his attorney to advise as to the status of the inspections, plan review process, etc., if he chose to take this route.

When looking at the application, Mr. Muire said the applicant asked for 15 days of operation starting September 24<sup>th</sup>. Mr. Muire highlighted the proposed dates and hours of operation.

Mr. Muire showed the site plan, which was also included in the agenda packet, and he pointed out there was no access via Old Linn Road.

The suggested conditions by Staff were outlined by Mr. Muire as follows:

1. Close operations and have attendees off the premises by midnight.
2. Have an ambulance on site for dates and hours of operation requested for the Halloween season and provide executed contract with Rowan County Rescue Squad.
3. Have at least five (5) municipal or county law enforcement officers and five (5) private security guards with NC Private Protective Services Board certification on-site during operating hours.
4. Provide proof and amount of liability insurance.
5. Provide permit or approval documentation from the NC Department of Labor for use of the Vortex.
6. Have the EI Group obtain decibel measurements at 10:00 pm on Halloween night (October 31, 2021) at each of the sites in the Project ID: IHCH210078.00 report submitted as an exhibit in the Z 05-21 application. Provide the results of this documentation to the Rowan County Planning Department by November 30, 2021.

Mr. Muire noted item #6 would not be required (decibel measurements) since the rezoning application was denied.

7. Obtain all necessary building and fire code related plan review(s), permits and inspections for all structures used in the haunt prior to the first event of the 2021 Halloween season occurring.
8. All parking shall be provided on-site and not along Daugherty or Shuffler Woods Roads.
9. An emergency access lane on Shuffler Woods Road shall be provided and available at all times during operation to allow for emergency vehicle access.
10. TEMP 01-21 is for the 2021 Halloween season only and no other one (1) or two (2) day public events are allowed.
11. No alcohol sales allowed on site by the owners or others.
12. Have Vortex locate in the Haunted House permitted and inspected by the NC Department of Labor prior to operation.
13. Have the Rowan County Fire Marshal inspect and obtain an approved Fire Code Operations Permit for the overall venue.
14. Property owners, Tony and Angela Jenkins, should consent to these conditions and any others added by the Commission, in writing.

Mr. Muire said the Board had broad authority in considering, approving or denying the application. Mr. Muire said the Board could modify or supplement any of the above conditions. In determining whether to issue the permit, approve deny or table, the conditions should satisfy the findings in Section 21-281(s), which state:

1. Use will not endanger the public health, safety or general welfare;
2. Use will not have a substantial negative impact on adjoining parties;
3. Use will be approved for a specific period of time not to exceed two (2) years.



Mr. Muire said the hearing was a courtesy hearing and the notice provided to adjoining property owners noted there would be 10 minutes for the applicant to make their case and the same would be allotted for the public.

Commissioner Klusman asked if the County had the authority to enter the premises at any time during operating hours if RR were to receive approval for the temporary permit. County Attorney Jay Dees responded the County would be allowed to access the property to inspect and verify compliance with the conditions. Mr. Dees said the County typically reached out to an owner to make the accommodations during regular business hours.

Commissioner Greene asked if there was sufficient time between now and the event to get the permits. Mr. Muire responded that he did not have anything to do with inspections; however, he thought the majority of items to cause delays for Mr. Jenkins was having the engineered plans submitted for plan review. Once the plans were approved, Mr. Muire anticipated the approval and permits would happen pretty quickly.

Chairman Edds said the Board held public comment on the matter during the prior rezoning hearing and the Board opted to limit time for the current permit application. Chairman Edds said ten (10) minutes would be allotted to the applicant or his representative and ten (10) minutes would follow for public comment.

- Attorney Al Benshoff, representing the client, provided a handout that contained the application, Mr. Jenkins' proposed conditions, and staff's conditions.

Mr. Benshoff requested the Commissioners turn to page 8 of the handout where the applicant was willing to add two (2) new conditions below that had been suggested by County Attorney Jay Dees:

New: 16. Applicant Will Not Apply for Another Temporary Use Permit At The Shuffler Woods Road Properties. This would be the last time RR operates at this property.

New: 17. Applicant Consents to Entering A Temporary Restraining Order in Rowan Superior Court if Conditions Are Violated.

Mr. Benshoff said Mr. Muire had explained there were three (3) findings the Commission must make when granting a temporary use permit. Mr. Benshoff discussed how the conditions speak to and answer the criteria/conditions.

Using a power point, Mr. Benshoff reviewed a table that highlighted which conditions showed the proposed use would not endanger the public's health, safety and welfare.

| CONDITIONS                                                | DESCRIPTION                                                                                                               |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Staff Conditions 3<br>Applicant Condition 4               | Hire 5 LEOs + 5 private security guards                                                                                   |
| Staff 2, Applicant 1                                      | Rowan Rescue ambulance and crew on site                                                                                   |
| Staff 4, Applicant 11                                     | Proof of Liability insurance coverage                                                                                     |
| Staff 9, Applicant 8                                      | Widen Shuffler Woods Road to 24 feet                                                                                      |
| Staff Conditions 5 and 12                                 | Obtain NC Department of Labor Permit re: Vortex                                                                           |
| Staff 7, Applicant 14                                     | Obtain Building and Fire Code Permits for all structures used in the Haunt                                                |
| Applicant Condition<br>New – County Attorney's Suggestion | Provide a signed Temporary Restraining Order to be used if Applicant violates conditions                                  |
| Applicant Conditions 5, 6, 7                              | No walk-in customers, No drop-offs. No unescorted minors without adult 18 or older                                        |
| Staff 6, Applicant 10                                     | Noise per County Ordinance. Another noise study unnecessary as applicant will not apply for another Temporary Use Permit. |
| Staff 8, Applicant 9                                      | All parking on-site                                                                                                       |
| Staff 13, Applicant 13 and 14                             | Fire Marshal inspect and permit                                                                                           |
| Staff 11                                                  | No alcohol sales                                                                                                          |

With regards to the conditions that the proposed use would not having a substantial negative impact on the adjoining properties, Mr. Benshoff highlighted the following:

| CONDITIONS                                             | DESCRIPTION                                                                                                                                                           |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Staff 10, Application                                  | Temporary Use Permit for 2021 Halloween Season Only                                                                                                                   |
| NEW Applicant Condition (County Attorney's suggestion) | Applicants will NOT apply for a Temporary Use Permit for this site again                                                                                              |
| Staff 1, Application                                   | Staff recommends closing at midnight; Applicant suggests 10:00 p.m. on October 24, 28, 31 and 12:30 a.m. other nights with speakers and noise turned off at midnight. |
| Staff 11                                               | No alcohol sales                                                                                                                                                      |
| Applicant 12                                           | Lighting, all lights directed inward                                                                                                                                  |
| Staff 13, Applicant 13 and 14                          | Fire Plan                                                                                                                                                             |
| Applicant 15                                           | Sanitation Plan                                                                                                                                                       |
| Applicant Conditions 5,6,7                             | No walk-in customers, No drop-offs. No unescorted minors without adult 18 or older                                                                                    |
| Staff 6, Applicant 10                                  | Noise per County ordinance. Another noise study unnecessary as applicant will not apply for another Temporary Use Permit                                              |
| Staff 8, Applicant 9                                   | All parking on-site                                                                                                                                                   |
| Applicant Condition New. County Attorney's suggestion. | Provide a signed Temporary Restraining Order to be used if Applicant violates conditions                                                                              |

According to Mr. Benshoff, the third finding to be made by the Board was a given in that the use would be approved for a specific period of time, perhaps 2 days in September and 13 days in October.

Mr. Benshoff referred to page 7 of the handout, which was the staff conditions. Mr. Benshoff said the conditions highlighted in yellow had been consented to by the applicants. Mr. Benshoff stated the 14<sup>th</sup> condition said the Jenkins' should consent to the conditions and any others added by the Commissioners in writing.

Mr. Benshoff said such a requirement was for a conditional district rezoning and not a temporary use permit. Mr. Benshoff said he would not strenuously object to the condition since it was listed.

- Mr. Jenkins said he had been “here” for 10 years and he recalled that last year he was standing before the Board applying for a temporary use permit. Mr. Jenkins said the permit had been approved with less conditions last year and he stated no neighbors had contested the application. Mr. Jenkins said he was previously told the Board did not hold RR responsible for the shooting that had occurred on opening night last year. Mr. Jenkins said there had never been a complaint regarding public safety other than the one night. Mr. Jenkins felt he was being held responsible as a result of the incident.

Mr. Jenkins said he had tried to address all the concerns pertaining to safety and to traffic.

- Attorney Richard Yeoman from Iredell County said he was representing the neighbors who were opposed to the temporary use permit for RR. Mr. Yeoman provided a power point, as well as a handout of the slides that were used in the power point.

Mr. Yeoman said there had been discussion about the temporary use permit issued in 2020. In reviewing the paperwork for the 2020 permit, Mr. Yeoman noted RR was instructed to seek a permanent zoning change, which had been denied earlier today. Mr. Yeoman said it was apparent in reading the documentation that the Board did not plan to allow further temporary use permits for RR and he took the position the current temporary use application could be denied on the basis that it was against the Board’s 2020 directive.

Mr. Yeoman said there was no need to review all of the slides as they had already been discussed. Mr. Yeoman said he would focus on the following points:

- Dangers to Public Health, Safety, and Welfare
- Negative Impact on the Neighborhood
- Temporary vs. Permanent
- Repeated and Flagrant Noncompliance

Mr. Yeoman said what had been seen in the past was a blatant disregard for the conditions and directives by the Board.

Mr. Yeoman referred to the unpermitted buildings that persist on the property and as outlined in the chart by Mr. Muire. Mr. Yeoman asked how the unpermitted structures were consistent with the public health, safety, and welfare. Mr. Yeoman also pointed out the application did nothing to address traffic concerns

which were especially troubling given the inability for emergency services to reach the site following the shooting on September 26, 2020.

Mr. Yeoman discussed the neighborhood impact and the fact that a petition had been submitted by 156 neighbors against the proposed zoning change. Mr. Yeoman described the venue as a large commercial enterprise the Jenkins' had chosen to operate in an exclusive single-family residential area. There was noise, trash and property damage to neighbors as a result of RR and creating an intrusion into neighbors' privacy and sense of security. The use was also not consistent with the East Rowan County Land Use Plan.

Continuing with the power point, Mr. Yeoman stated the use was not a temporary or seasonal operation. Mr. Yeoman noted that by Mr. Jenkins own admission, RR had been operating for 10 years. Mr. Yeoman said of those 10 years, only 3 had been with the approval of the Commissioners with a temporary zoning permit. The remainder of the time RR operated without permits and outside of the law, which he stated was unacceptable.

In 2017, when the first temporary application was granted, there was a list of 6 conditions provided. However, based on the lack of approved permits for the structures used in the haunt, all of the conditions were not met. There were many buildings open to the public without proper permits, or inspections by the Fire Marshal. Operations were supposed to be limited and the hours of operation were repeatedly violated.

Mr. Yeoman said the applicant wanted to talk more about new conditions and how the application would change; however, Mr. Yeoman was focused on the past and how RR had approached the past conditions that were issued by the Board. Mr. Yeoman felt the disregard of those past conditions was the best evidence of what could be expected of RR going forward.

Other examples provided by Mr. Yeoman was that a permit issued in 2017 by the Board was to last for 2 years and only be for a period of time in September and October for Halloween. Mr. Yeoman said the event turned into a Halloween Carnival and something very different happened than what was anticipated. In addition, Mr. Yeoman said there were events that occurred in February for Valentine's Day and Saint Patrick's Day in March, as well as mud bogs in the summer. Mr. Yeoman noted some of the events continued into 2019 and 2020 despite the fact there were no permits issued for those years.

Mr. Yeoman said Mr. Jenkins had admitted there were times he had been unable to meet the condition for the number of law enforcement that was to have been onsite, and also having guests to leave RR by midnight, etc. Mr. Yeoman said RR's website listed multiple examples on the conditions being violated.

In closing, Mr. Yeoman stated that for the 10 years RR had been operating, temporary permits had only been obtained twice for 3 seasons. Mr. Yeoman said RR had had years to get everything into compliance and to get the zoning, or, move to a new location. Mr. Yeoman said RR was asking the neighbors to bear the brunt of a year-round RR. Mr. Yeoman asked that the petition be denied.

Chairman Edds stated the Board would now discuss the findings and conditions and either grant, deny or table TEMP 01-21.

Commissioner Caskey referred to the condition for no alcohol sales and said at the last meeting the Commissioners were told there was no alcohol at RR. The County had since found out that alcohol had been sold at RR events. County Attorney Jay Dees responded that he thought a local brewery had set up on the site and sold the alcohol for St. Patrick's Day. From his seat in the audience Mr. Jenkins confirmed this to be true.

Commissioner Klusman asked if the property owner was required to get an ABC permit for alcohol sold on their property by an outside entity. Mr. Dees said he did not know the ABC rules. Mr. Dees said the general note was that no alcohol was to be sold at RR whether it was by a third party or not.

Mr. Jenkins responded that the breweries had to buy an event license. Mr. Jenkins reported the breweries took the money and RR did not make a dime from any alcohol sales. Mr. Jenkins said the breweries got the ABC permit and were vetted by the ABC.

Commissioner Klusman pointed out the applicant had agreed to have 5 law enforcement officers (LEO) and 5 private certified security guards on site. Commissioner Klusman said she did not see any notations that if the required number of officers was unavailable, RR would not be open. Mr. Benshoff responded, "It doesn't say that." Mr. Benshoff said RR proposed a condition that if RR could not get 5 LEO that RR be allowed to hire 3 private security guards for each LEO slot not filled. Mr. Benshoff said this was a suggested alternate condition. Mr. Benshoff said, "If you're asking that all the conditions say they have to be met, I believe that is understood; I believe that is implied."

Mr. Dees said the conditions are implied that if Mr. Jenkins did not have 5 LEO from Rowan County then RR cannot operate.

Commissioner Klusman again questioned the substitutions for LEO. Mr. Benshoff said the substitution would only be made if LEO were unavailable. Mr. Benshoff used an example of RR hiring 4 Sheriff's deputies and 5 private security officers, plus 3 more private security officers for a total of 8 private and 4 LEO. Mr. Benshoff said the suggested condition from RR was on page 3, #1.

Commissioner Klusman sought clarification regarding the LEO issue. Commissioner Klusman asked if no LEO were available, if the evening's operations would not continue. Mr. Benshoff said that was the implication. Mr. Benshoff said the staff had suggested conditions and the Jenkins' had suggested conditions.

Commissioner Klusman said she understood; however, at the last meeting she had asked a lot of safety questions. Commissioner Klusman said at the last meeting she had asked a most pertinent question, which was if there were not enough LEO, would RR be open. Commissioner Klusman said Mr. Jenkins had said yes and then retracted his answer.

Commissioner Klusman felt it was a major issue if the applicant was asking the Board to approve the use of substitutes for LEO. Mr. Benshoff said, only if we cannot get the required number of LEO, which was discussed at the last meeting. Commissioner Klusman said this was an issue for her. Commissioner Klusman said she was hearing the answer to her question to be, "If there are no LEO but you have the other private security people, you will open." Mr. Benshoff responded, "If that is what the condition says." Commissioner Klusman asked if the answer was "implied or did it need to be in writing?"

Mr. Dees said RR was proposing their own condition that if RR could not get LEO, they would substitute with their own private security officers. Mr. Dees said if the Board felt there needed to be LEO with arrest authority on site, the Board could impose the condition. Mr. Dees explained that RR was just proposing an option.

Commissioner Klusman asked about the process and timeframe for obtaining restraining orders. Mr. Benshoff said if the process had been consented to by Mr. Jenkins in advance, it would make the process easier; however, it would depend on the availability of a judge to sign the order.

Mr. Dees said the worst-case scenario would be if there was a violation over the weekend. Mr. Dees said the County would file for injunctive relief on Monday morning to stop the event from occurring on subsequent weekends. Mr. Dees said he had suggested the consent as a means of enforcement to make it easier to get the initial relief to stop the event. Mr. Dees confirmed to Commissioner Klusman that if a condition was violated on a Friday night, the operation would continue to Monday morning. Mr. Dees said there were other intervening methods that could be used; however, one could safely predict that Monday morning would be the first chance for relief.

Commissioner Klusman referred to page 12 and asked Mr. Benshoff to define "substantial" negative impacts. Mr. Benshoff asked Mr. Dees if there were any precedents in Rowan County for "substantial." Mr. Benshoff said he did not want to interpret the County's Zoning Ordinance without giving Mr. Dees the chance to weigh in.



Mr. Dees responded that his definition may be different so he would allow Mr. Benshoff to answer the question.

Mr. Benshoff said, "It is more than slight. It has to do with both the amount of the negative impact and the duration of the negative impact. Is it a permanent negative impact or is it temporary? Mr. Benshoff said there were cases that dwelled at great length about "substantial." Mr. Benshoff felt he had provided a good rule of thumb definition.

Commissioner Caskey referred to the proposed condition from RR that it would not apply for a temporary use again at the Shuffler Woods Road property. Commissioner Caskey asked if the condition was legally binding for the rest of the Jenkins ownership of RR and that the Jenkins' could never come back with another request for a temporary use permit. Mr. Dees responded that the question was interesting in the manner in which Commissioner Caskey had framed it. Mr. Dees said with regards to real property, the restriction of "forever" was not realistic. Mr. Dees said there should be a realistic timeframe attached that would be enforceable. Mr. Dees said to leave the timeframe open ended was not realistic as a standard to bind an owner for real estate. Mr. Dees said if the Commissioners chose "to go down that road", the condition should probably have a time limit on it.

Mr. Jenkins responded, "We will never apply for another conditional use, temporary use permit for that property because we will not be there after this year. Our property will be sold as of November 1<sup>st</sup>."

Commissioner Caskey questioned the list of RR structures that had been approved or still needed approval. Mr. Jenkins discussed the uses for some of the structures. Mr. Jenkins said the structures used for storage would be padlocked. Mr. Jenkins said the Asylum building had been approved through Thomas O'Kelly (Director, Rowan County Building Inspections).

County Manager Aaron Church interjected that Mr. Jenkins meant the "plan review" was approved; however, the structure was never inspected. Mr. Church said Mr. Jenkins did not follow through and have the building inspected and the permits issued. Mr. Church said part of a plan review was that if you do a commercial building, you go to Building Inspections and present a plan. Mr. Church said the plan may have been approved but the building was never permitted by Rowan County to be occupied.

Mr. Jenkins said Mr. Church was correct; however, Mr. Jenkins stated he had been told by Mr. Muire not to go any further after plan review, which was why he stopped. Mr. Church said the fact remained the buildings have never been permitted to be occupied for commercial use.

Commissioner Caskey said according to the staff report, the only structure permitted and approved for occupancy was the structure identified as #1.0 (Haunted House).



Mr. Church confirmed to Commissioner Caskey that only 1 structure out of 20 was legally approved/permitted.

Mr. Muire clarified the statement made by Mr. Jenkins which alleged that Mr. Muire had told him not to go any further. Mr. Muire said he had told Mr. Jenkins not to go any further at the beginning of the rezoning application (public hearing held on August 16, 2021) because Mr. Jenkins had wanted to start making road improvements. Mr. Muire emphasized those instructions did not negate the fact that structures had been there without permits and more added in 2017, 2018, 2019 and 2020. Mr. Muire said he did not want the Commissioners to be misled by what Mr. Jenkins had just stated.

Mr. Church added that if one counted the number of buildings on the document Mr. Benshoff handed out, the numbers did not add up to what staff had seen during the site visit. For example, the attorney's document did not show there was a mineshaft and did not show several other buildings.

Mr. Jenkins said the mineshaft was on the list to be demolished on the application.

Mr. Church reiterated the plan before the Board did not include the mineshaft as was prepared by RR's engineer.

Chairman Edds said the Board must grant, deny or table the request. Chairman Edds said while he did not wish to cut off Mr. Jenkins "cold turkey," the bottom line was the Board was being asked to ignore too much to give Mr. Jenkins another temporary permit.

Commissioner Caskey said of all the structures at RR, only one had been properly permitted. Commissioner Caskey said people had been going through the buildings and he wondered what kind of liability the County would have if one of the structures collapsed on people, such as the mine shaft. Commissioner Caskey said there were too many questions for him to approve the application.

Commissioner Klusman said safety was her biggest issue. Commissioner Klusman said the fact there would not be a second way in/out of the site; the fact there were so many structures that had not been approved; the fact of the shooting incident that happened last year. Commissioner Klusman said in talking with the law enforcement officer that responded, she had gotten a much different picture than what had been presented at the last Commission Meeting. Commissioner Klusman said she did not take it lightly when a Sheriff's Deputy tells you he was afraid for his personnel.

Commissioner Greene said he understood the decision was the Board's job. Commissioner Greene stated Mr. Jenkins had been holding RR for 10 years and had one incident that was not of his making. Commissioner Greene said he wished there was a way to let RR operate, close down and move, which was what Mr. Jenkins indicated he planned to do.

Chairman Edds moved to deny TEMP 01-21. Commissioner Klusman seconded the motion.

Mr. Dees said the Board first needed to work through the Zoning Criteria.

Chairman Edds said the Board needed to consider the same three (3) issues/findings:

1. **The proposed use will not endanger the public health, safety and welfare.**  
Although established as a TEMP 01-17 and TEMP 01-20 permit conditions, the applicant has failed to have the majority of buildings at his venue that are open to the general public lawfully permitted and inspected. In fact, the number of non-permitted buildings used in the “haunt” have increased along with the frequency of events. Continuing to invite the public to these events knowing a majority of the structures utilized are not building and fire code compliant is a blatant disregard to the safety and health of the general public.
2. **Use will not have a substantial negative impact on the adjoining properties.**  
The Commission respects the property rights of an individual to use their property, but when a use creates impacts to the community such as noise and traffic late into the evening this use is not compatible with the surrounding area on a permanent or temporary basis.
3. **Use will be approved for a specific period of time, not to exceed two (2) years.**  
Traffic, noise and other issues resulting from previous temporary use permits issued in 2017 and 2020 substantiate that another TEMP request not be issued for this site.

Chairman Edds moved to offer the above as three (3) findings, followed by a second from Commissioner Klusman. The motion passed unanimously.

Upon being put to a vote, the motion on the floor to deny TEMP 01-21 passed 4-1 with Commissioner Greene dissenting.

## **12. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:17 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Valerie Steele, Airport & Transit Director  
**DATE:** 8/24/2021  
**SUBJECT:** Airport Dress Code

---

Establish a dress code and procedures for the purchase of and reimbursement for safety-toe footwear.

Approve for implementation.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Airport Dress Code | 8/25/2021          | Exhibit     |



# **DRESS CODE**

The dress code is established to ensure that all employees of Mid-Carolina Regional Airport present a professional image to the public, as they are representatives of Rowan County government.

Regardless of position all clothing should be clean, without stain, and pressed as needed. There must be no holes, tears or extensive wear on any items. If attire appears untidy, or potentially offensive, an employee may be asked to change, cover the image or be sent home.

Questions concerning specific items of clothing or accessories should be submitted to the Airport Director.

## **SUPERVISORS**

- Long pants in solid black, blue, brown, khaki, green or grey are acceptable. Shorts are not allowed.
- The airport logo must be visible on the outermost garment.
- All items purchased as part of uniform orders are considered approved.
- Steel toed safety boots are required when on the ramp, towing aircraft and/or fueling.
- Each fiscal year (July-June) supervisors may submit to receive a maximum reimbursement of \$75 towards the purchase of one pair of appropriate steel toed boots.
  - Receipt must be turned in to FBO manager no more than 10 days after delivery of boots.

## **PART-TIME LINE**

- Steel toed safety boots are required to be worn when on the ramp, towing aircraft and/or fueling.
- New hires may purchase and submit to receive up to a \$75 reimbursement towards the purchase of one pair of appropriate steel toed boots.
  - Boots must be purchased and received within 30 days of start date.
  - Receipt must be turned in to FBO manager no more than 10 days after delivery of boots.
  - After an accumulation of 2,080 working hours the employee may make a request to the Director for a replacement.
- Part-Time new hires will receive a collared shirt their first week (contingent on availability). Logo t-shirts to be worn as uniform can be purchased at the employee discount rate.
- Additional shirts may be provided at the discretion of the Director.
- Long pants in solid black or khaki are acceptable. Shorts are not allowed.
- Hats (sun/baseball) are acceptable if in a solid color or purchased with the Mid-Carolina Logo.

## **PART-TIME GROUND**

- Part-Time new hires will receive one neon t-shirt their first week (contingent on availability) or after the next uniform order. Additional t-shirts for uniform use can be purchased at employee discount rate.
  - Shirts will be replaced on an as needed basis at the discretion of the Director.
- Part-Time Grounds workers are not required to wear airport logoed attire.
- Jeans, overalls or long pants in solid black, blue, brown or khaki are acceptable. Shorts are not allowed.
- Boots and shoes with a closed toe and heel are acceptable.

**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:** Valerie Steele, Airport & Transit Director  
**DATE:** 8/24/2021  
**SUBJECT:** Rowan Transit Dress Code

---

Updated dress code.

Approve for implementation.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| RTS Dress Code     | 8/24/2021          | Exhibit     |



# **DRIVER DRESS CODE**

The dress code is established to ensure that all employees of Rowan Transit present a professional image to the general public, as they are representatives of Rowan County government. Questions concerning specific items of clothing or accessories should be submitted to the operations manager.

1. The RTS Uniform consists of the logo vest. It must be worn as the top layer over all other clothing, including jackets, while the driver is on duty. Drivers must also wear their name tag/badge.
2. All clothing should be clean, without stain, and pressed as needed. There must be no holes, tears or extensive wear on any items. If attire appears untidy, or potentially offensive, an employee may be asked to change, cover the image or be sent home.
3. Drivers may wear solid navy blue, black or white shirts. Both long sleeve and short sleeve are acceptable. Collared shirts and shirts tucked in are preferred. Drivers may wear shirts with patterns or of different colors than listed above if provided by RTS with the embroidered logo.
4. Drivers shall wear solid color navy blue, black or khaki slacks, long skirts, capris or knee length shorts. On Friday's and/or at the direction of the Operations Manager jeans may be worn. Athletic pants, sweat pants and cut offs are not allowed.
5. Driver's shoes must either match their RTS Uniform Vest or shirt, or can be solid black, brown, navy, tan or white in color. Shoes must have a closed toe and heel. No sandals, slides, flip flops, high heels, etc.
6. Clean and non-tattered baseball hats or leather/structured hats may be worn. They must be solid black, brown, navy blue, khaki or white in color.
7. Accessories and jewelry should be kept to a minimum.
8. Office workers, who do not drive, should dress in professional, business casual attire.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 9, 2021  
**SUBJECT:** Innospec Active Chemicals - Amendment with Department of Commerce

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**ATTACHMENTS:**

**Description**

Amendment

**Upload Date**

9/9/2021

**Type**

Cover Memo

# AMENDMENT

North Carolina Department of Commerce  
Rural Economic Development Division  
Rural Grant/Programs

Contract #: 2020-006-3201-2587  
Date: September 8, 2021

1

Number

**GRANTEE:**

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

Contact: Mr. Greg Edds

**THE DEPARTMENT:**

North Carolina Department of Commerce  
Rural Economic Development Division  
301 North Wilmington Street  
4346 Mail Service Center  
Raleigh, NC 27699-4346  
Grant Manager: Nichole M. Gross

Project Title: Innospec Active Chemicals/Project Special

This Contract Amendment is hereby entered into by and between the North Carolina Department of Commerce (the "Department") and Rowan County (the "Grantee") (referred to collectively as the "Parties"). By this Contract Amendment, the Parties amend their Grant #2020-006-3201-2587, respectively (the "Agreement"), as outlined below.

Except as set forth in this Contract Amendment, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect. Should there arise any conflict, discrepancy or ambiguity between the terms and conditions contained in the Agreement and the terms and conditions of this Contract Amendment, the terms and conditions contained in this Contract Amendment shall govern and prevail.

☒ Paragraph 3 (Term of Agreement)

**DELETE:** "terminate on 8/22/2021 ."  
**ADD:** "terminate on 08/22/2022 ."

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Authorized Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principles to the terms of this Contract Amendment.

**In Witness Whereof,** the Grantee and the Department have executed this Contract Amendment in duplicate originals, with one original being retained by each party.

**GRANTEE:**

**THE DEPARTMENT:**



Signature

Signature

Printed Name

Date

Kenny Flowers

9/8/2021

Printed Name

Date

Title

Assistant Secretary for Rural Economic Development  
Title

If you agree with the amendment as proposed, please sign. **Retain one a copy for your files and return a copy to the attention of Nichole M. Gross at the NC Department of Commerce at [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com) .**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Casey Robinson, Assistant Tax Collector  
**DATE:** September 9, 2021  
**SUBJECT:** Tax Refunds for Approval

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**ATTACHMENTS:**

| <b>Description</b>      | <b>Upload Date</b> | <b>Type</b> |
|-------------------------|--------------------|-------------|
| July 2021 VTS Refunds   | 9/9/2021           | Cover Memo  |
| August 2021 Tax Refunds | 9/9/2021           | Cover Memo  |



# JULY 2021 VTS REFUNDS

| TAXPAYER NAME                  | ADDRESS 1                 | ADDRESS 2 | CITY           | STATE | ZIP   | REFUND REASON      | TRANS #   | REFUND |
|--------------------------------|---------------------------|-----------|----------------|-------|-------|--------------------|-----------|--------|
| BAILEY, ROBIN KEITH            | 318 TRAPPERS RIDGE DR     |           | ROCKWELL       | NC    | 28138 | Vehicle Sold       | 148628276 | 182.34 |
| BARNHARDT, CARL TRAVIS         | 306 MEADOW WOOD CT        |           | SALISBURY      | NC    | 28146 | Vehicle Sold       | 148779564 | 166.23 |
| BARRINGER, JESSICA SHOAF       | 250 DOWN YONDER DR        |           | SALISBURY      | NC    | 28144 | Vehicle Sold       | 148628676 | 153.41 |
| BLACK, CHARLES ARTHUR          | 112 CELTIC CIR            |           | SALISBURY      | NC    | 28147 | Tag Surrender      | 222841098 | 33.01  |
| BROWN, JOHN WISTER             | 406 TRINITY OAKS DR       |           | SALISBURY      | NC    | 28144 | Tag Surrender      | 224702313 | 121.87 |
| CHURCH, JAMES ALLEN II         | 420 CLEAR VIEW DR         |           | CLEVELAND      | NC    | 27013 | Situs error        | 296978444 | 37.48  |
| CIPRES JIMENEZ, GERARDO        | 1339 EDGEDALE DR          |           | SALISBURY      | NC    | 28144 | Situs error        | 299804064 | 174.49 |
| COKER, JUSTIN STEPHEN          | 165 AUTUMN GLENN DR       |           | ROCKWELL       | NC    | 28138 | Situs error        | 297828884 | 22.65  |
| COKER, JUSTIN STEPHEN          | 165 AUTUMN GLENN DR       |           | ROCKWELL       | NC    | 28138 | Situs error        | 297828888 | 22.90  |
| COKER, JUSTIN STEPHEN          | 165 AUTUMN GLENN DR       |           | ROCKWELL       | NC    | 28138 | Situs error        | 297828892 | 158.14 |
| CONRAD, PHILLIP STEWART        | 306 LAUREL VALLEY WAY     |           | SALISBURY      | NC    | 28144 | Tag Surrender      | 224568561 | 16.44  |
| GAITHER, LEON FRANKLIN III     | 1508 N SHAVER ST          |           | SALISBURY      | NC    | 28144 | Vehicle Sold       | 224568963 | 70.94  |
| GONZALEZ, FRANKLIN ENRIQUE     | 20 RUBY ST                |           | ROCKWELL       | NC    | 28138 | Situs error        | 296606252 | 33.74  |
| GRUBB, BETTY SHULENBURGER      | 6430 LONG BRANCH RD       |           | SALISBURY      | NC    | 28147 | Vehicle Sold       | 148914366 | 47.34  |
| GULYAS, TARA MARIE             | 115 UPWARD WAY            |           | SALISBURY      | NC    | 28146 | Situs error        | 297121784 | 54.92  |
| GUNSCH, MARK ADAM              | 467 MAPLE RIDGE CIR       |           | SALISBURY      | NC    | 28147 | Vehicle Sold       | 148628252 | 40.11  |
| HALE, CYNDRA GITTINS           | 1139 PADDOCK CIR          |           | ROCKWELL       | NC    | 28138 | Vehicle Sold       | 149901912 | 23.00  |
| HARRIS, ERICA LATRICIA         | 1300 OLD CONCORD RD       |           | SALISBURY      | NC    | 28146 | Vehicle Sold       | 222942381 | 79.17  |
| HITCHCOCK, WILLIAM NEILL       | 464 LINDSEY LAKE RD       |           | TRAVELERS REST | SC    | 29690 | Reg . Out of state | 148848816 | 9.42   |
| HOSKINS, CHARLES TAYLOR        | 2203 WELCH RD             |           | SALISBURY      | NC    | 28144 | Mileage            | 223834767 | 47.93  |
| HOWELL, AMBER KATELYN          | 200 CASTLEWOOD DR APT 422 |           | SALISBURY      | NC    | 28147 | Vehicle Totalled   | 222942435 | 48.50  |
| JOYCE, AMY TREXLER             | 170 KNIGHTS PL            |           | SALISBURY      | NC    | 28146 | Situs error        | 296770456 | 83.55  |
| JOYCE, RUFUS DANIEL III        | 170 KNIGHTS PL            |           | SALISBURY      | NC    | 28146 | Situs error        | 296770460 | 41.23  |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489446 | 100.17 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489468 | 293.80 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489440 | 251.83 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489412 | 251.83 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489416 | 251.83 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489462 | 251.83 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489454 | 134.00 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489406 | 141.45 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489422 | 335.55 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489432 | 350.99 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489472 | 390.00 |
| K & K TRUCKING OF ROCKWELL LLC | 205 GALLOWAY DR           |           | ROCKWELL       | NC    | 28138 | Tag Surrender      | 148489450 | 328.13 |

*Sonya Parnell*

Tax Collector



|                               |                               |  |             |    |       |                    |               |                    |
|-------------------------------|-------------------------------|--|-------------|----|-------|--------------------|---------------|--------------------|
| KETCHIE, NICHOLAS WAYNE       | 340 CHASE DR                  |  | SALISBURY   | NC | 28147 | Vehicle Sold       | 149625334     | 79.38              |
| KYLES, RICHARD DEVON          | 10663 COOL SPRINGS RD         |  | WOODLEAF    | NC | 27054 | Vehicle Sold       | 148628292     | 389.48             |
| LAMBERT, DAVID BRENT          | 2564 EAGLES LAKE RD           |  | VA BEACH    | VA | 23456 | Exempt Property    | 149223180     | 182.99             |
| LAMBERT, DAVID BRENT          | 2564 EAGLES LAKE RD           |  | VA BEACH    | VA | 23456 | Exempt Property    | 149223182     | 375.77             |
| LARSON, SCOTT ANDREW          | 1850 KLUTTZ RD                |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 149432118     | 32.68              |
| LLOYD, CHRISTOPHER WILEY      | 5075 FAITH RD                 |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 148489126     | 306.22             |
| MADHUSUDHAN, KUNAPULI TRIPURA | 559 STAFFORD ESTATES DR       |  | SALISBURY   | NC | 28146 | Tag Surrender      | 149541182     | 21.58              |
| MARQUEZ JAQUEZ, LUIS ALBERTO  | 911 BOYD ST                   |  | KANNAPOLIS  | NC | 28081 | Situs error        | 148384642     | 580.79             |
| MCENTEER, JEFFREY EDWARD      | 110 WILLOW LN                 |  | SALISBURY   | NC | 28146 | Tag Surrender      | 149902134     | 35.41              |
| MORGAN, RICHARD ALLAN         | 730 JACKSON RD                |  | SALISBURY   | NC | 28146 | Tag Surrender      | 149712772     | 33.65              |
| MORRIS, JAMES FREDRICK JR     | 301 FRONTIER CIR              |  | CHINA GROVE | NC | 28023 | Vehicle Sold       | 148628256     | 143.47             |
| MOSS, GARY MASON              | 1208 S HIGHLAND AVE           |  | LANDIS      | NC | 28088 | Vehicle Sold       | 223169361     | 73.72              |
| NUNEZ, GEORGE ANTHONY         | 600 MORRISON AVE              |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 222942420     | 44.34              |
| OATES NICHOLS, ALEXIA TANAMOR | 104 CEDARWOOD CIR             |  | SALISBURY   | NC | 28147 | Vehicle Sold       | 223169352     | 190.74             |
| OVERCASH, DANIEL AARON        | 170 OLD US HIGHWAY 70         |  | SALISBURY   | NC | 28147 | Situs error        | 298863648     | 159.97             |
| POOLE, JOE DEARL              | 109 OLD BARN RD               |  | GOLD HILL   | NC | 28071 | Vehicle Sold       | 148628264     | 8.73               |
| PULLIAM, JANUARY BETH         | 567 PHIFER RD                 |  | CLEVELAND   | NC | 27013 | Vehicle Sold       | 148779558     | 242.34             |
| RAMIREZ, JAIRO OLMOS          | 145 MARIA LN                  |  | WOODLEAF    | NC | 27054 | Vehicle Sold       | 148628260     | 82.70              |
| READLING, THOMAS ALAN         | 820 FAIRMONT AVE              |  | SALISBURY   | NC | 28144 | Tag Surrender      | 223574814     | 47.72              |
| REICHARTZ, DONALD ROBERT      | 744 S 15TH ST                 |  | COTTONWOOD  | AZ | 86326 | Reg . Out of state | 148488864     | 234.56             |
| SCARBOROUGH, ELLYSE NOEL      | 1552 HIGHFIELD CT             |  | WINDSOR     | CO | 80550 | Reg . Out of state | 149901856     | 26.33              |
| SCARBOROUGH, JOSHUA RYAN      | 1522 HIGHFIELD CT             |  | WINDSOR     | CO | 80550 | Reg . Out of state | 149901854     | 127.13             |
| SIDELINKER, LEIGH ANN         | 701 FOIL ST                   |  | SALISBURY   | NC | 28146 | Situs error        | 297830004     | 45.34              |
| SLOOP, DOUGLAS TYLER          | 120 AGNER RD                  |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 148628284     | 34.86              |
| SMITH, ROY LAWRENCE           | 1095 CUBBY LN                 |  | SALISBURY   | NC | 28146 | Tag Surrender      | 149292808     | 80.24              |
| SMITH, ROY LAWRENCE           | 1095 CUBBY LN                 |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 149292806     | 36.36              |
| STANLY COUNTY FINANCE         | 1000 NORTH FIRST ST SUITE 10B |  | ALBERMARLE  | NC | 28001 | Other Errors       | 223470942     | 405.92             |
| TAYLOR, TERRIANNE MCNAUGHTON  | 1050 WINDING BROOK LN         |  | SALISBURY   | NC | 28146 | Tag Surrender      | 148779794     | 123.32             |
| TOTTEN, KATIE LAUREN          | 593 AUTUMNLIGHT DR            |  | SALISBURY   | NC | 28147 | Vehicle Sold       | 148628272     | 162.56             |
| WEBER, PATRICIA SHIPMAN       | 423 EASTWOOD DR               |  | SALISBURY   | NC | 28146 | Situs error        | 224568753     | 12.18              |
| WHITE, BLAKE THOMAS           | 113 OHARA DR                  |  | SALISBURY   | NC | 28147 | Over Assessment    | 148780164     | 61.58              |
| WILKICKI, HUGH A              | 240 RIVER COUNTRY RD          |  | SALISBURY   | NC | 28146 | Vehicle Sold       | 148489234     | 30.04              |
| WONG, KEVIN JUN HONG          | 115 SPRING OAK DR             |  | SALISBURY   | NC | 28147 | Vehicle Sold       | 149292786     | 111.00             |
|                               |                               |  |             |    |       |                    |               |                    |
|                               |                               |  |             |    |       |                    | <b>TOTAL:</b> | <b>\$ 9,273.32</b> |

*Sonya Parnell*  
Tax Collector



# AUGUST 2021 TAX REFUNDS

| TAXPAYER NAME 1                 | TAXPAYER NAME 2            | ADDRESS 1                        | ADDRESS 2 | CITY            | STATE | ZIP   | DESCRIPTION             | PARID       | REFUND   |
|---------------------------------|----------------------------|----------------------------------|-----------|-----------------|-------|-------|-------------------------|-------------|----------|
| 20/20 SETTLEMENT SERVICES LLC   |                            | 333 TECHNOLOGY DR STE 112        |           | CANONSBURG      | PA    | 15317 | 611 SAWTOOTH OAK DR     | 129M003     | 2,151.92 |
| 20/20 SETTLEMENT SERVICES LLC   | REAL ESTATE TAX OPERATIONS | 333 TECHNOLOGY DR., SUITE 112    |           | CANONSBURG      | PA    | 15317 | 129 MACKENZIE CT        | 119B064     | 1,784.62 |
| ABUHAMDEH MARY K                |                            | 18948 CASUAL CAY LN              |           | CORNELIUS       | NC    | 28031 | 0 SHAVER ST             | 028 243     | 1.26     |
| ABUHAMDEH MARY K                |                            | 18948 CASUAL CAY LN              |           | CORNELIUS       | NC    | 28031 | 517 SHAVER ST           | 028 241     | 4.79     |
| ADAMS LINDA B                   |                            | 120 BONAVENTURE DR               |           | SALISBURY       | NC    | 28147 | 120 BONAVENTURE DR      | 463D015     | 8.00     |
| ADKINS CARTER PA                | IOLTA TRUST ACCOUNT        | 129 N MAIN ST                    |           | SALISBURY       | NC    | 28144 | 1405 WALKER ST          | 005 06103   | 13.17    |
| ADVANTAGE TITLE LLC             |                            | 137 MAIN STREET                  |           | BAY ST. LOUIS   | MS    | 39520 | 315 W HORAH ST          | 010 067     | 4,803.82 |
| ADVANTAGE TITLE LLC             |                            | 137 MAIN STREET                  |           | BAY ST LOUIS    | MS    | 39520 | 1038 FOXGATE LN         | 227B042     | 27.90    |
| ADVANTAGE TITLE, LLC            |                            | 137 MAIN STREET                  |           | BAY ST. LOUIS   | MS    | 39520 | 220 SAW RD              | 234 044     | 1,036.79 |
| AGGARWAL SHIVANI                |                            | 126 SANDPIPER CT                 |           | NOVATO          | CA    | 94949 | 1330 OAK HAVEN DR       | 064H004     | 25.02    |
| AGGARWAL SHIVANI                |                            | 126 SANDPIPER CT                 |           | NOVATO          | CA    | 94949 | 1234 OAK HAVEN DR       | 064I003     | 23.55    |
| AGGARWAL SHIVANI                |                            | 126 SANDPIPER CT                 |           | NOVATO          | CA    | 94949 | 1206 OAK HAVEN DR       | 064I010     | 23.85    |
| AGGARWAL SHIVANI                |                            | 126 SANDPIPER CT                 |           | NOVATO          | CA    | 94949 | 1203 OAK HAVEN DR       | 064I012     | 25.32    |
| AGNER WILLIAM P                 | AGNER-INGRID DEBORD        | 4855 STOKES FERRY RD             |           | SALISBURY       | NC    | 28146 | 4855 STOKES FERRY RD    | 618 015     | 3.24     |
| ALDRIDGE ROBERT LEE JR          |                            | 545 NEEL RD                      |           | SALISBURY       | NC    | 28147 | 2380 WEAVER RD          | 207 048     | 4.33     |
| ALDRIDGE ROBERT LEE JR          |                            | 545 NEEL RD                      |           | SALISBURY       | NC    | 28147 | 545 NEEL RD             | 464B155     | 8.08     |
| ALEXANDER W ALLRED DMD PLLC     |                            | 208 BROAD ST                     |           | ROCKWELL        | NC    | 28138 | 208 BROAD ST            | 163810      | 7.72     |
| ALLEN KIRBY C & WF              | ALLEN PATRICIA L           | 9110 KLUTTZ RD                   |           | ROCKWELL        | NC    | 28138 | 525 CRESCENT RD         | 357A001     | 4.21     |
| ALLMAN TIMOTHY DALE & WF        | ALLMAN ELAINE HARTSELL     | 338 ROWAN RD                     |           | CLEVELAND       | NC    | 27013 | 0 ROWAN RD              | 553 005     | 2.43     |
| ALMOND HENRY                    |                            | 315 HALLMARK ESTATES DR          |           | SALISBURY       | NC    | 28147 | 345 HALLMARK ESTATES DR | 478 113     | 1.09     |
| ALMOND HENRY                    |                            | 315 HALLMARK ESTATES DR          |           | SALISBURY       | NC    | 28147 | 0 GRACE CHURCH RD       | 478 184     | 1.27     |
| ALMOND RODNEY A                 |                            | 1020 BARNSWALLOW LN.             |           | ROCKWELL        | NC    | 28138 | 1020 BARN SWALLOW LN    | 360C013     | 179.27   |
| AMBURGEY JAMES E & WF           | AMBURGEY CELENA M          | 2308 MOOSE RD                    |           | KANNAPOLIS      | NC    | 28083 | 2308 MOOSE RD           | 145 093     | 23.27    |
| AMERICA'S SETTLEMENT COMPANY    |                            | 8161 MAPLE LAWN BLVD STE 450     |           | FULTON          | MD    | 20759 | 902 RAILROAD AVE        | 101 254     | 1,147.04 |
| AMERICA'S SETTLEMENT COMPANY    | REYNOLDS DONNA J           | 8161 MAPLE LAWN BLVD ATE 450     |           | FULTON          | MD    | 20759 | 330 BONAVENTURE DR      | 463I025     | 2,115.56 |
| AMERICAS TOP AUTO INC           |                            | 1206 N CANNON BLVD               |           | KANNAPOLIS      | NC    | 28083 | 1206 N CANNON BLVD      | 150 053     | 11.94    |
| AMEZQUITA JOSE I                |                            | 505 KIRK ST                      |           | CHINA GROVE     | NC    | 28023 | 505 KIRK ST             | 104 002     | 11.31    |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 1117 OVERHILL RD        | 324F035     | 2,171.87 |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 5365 FAITH RD           | 420 265     | 1,112.62 |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 902 JACKSON ST          | 151 469     | 13.16    |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 475 ROMANA DR           | 603 042     | 1,072.52 |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 140 BIRKDALE DR         | 325F332     | 20.74    |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 116 EDZELL DR           | 065H144     | 20.17    |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 310 E HORAH ST          | 019A010     | 1,336.67 |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 229 SETTLERS GROVE LN   | 4.05E+33    | 1,796.03 |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 185 BURNS DR            | 310A281     | 87.19    |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 185 BURNS DR            | 310A155     | 1,228.43 |
| AMROCK LLC                      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 110 MASON HILL DR       | 437 036     | 1,944.05 |
| AMROCK LLC - NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 240 WILSON ST           | 244B153     | 792.31   |
| AMROCK LLC - NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 270 STRAWBERRY LN       | 479D015     | 1,443.91 |
| AMROCK LLC - NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 165 REBECCA LN          | 3.56E+111   | 1,178.53 |
| AMROCK LLC - NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 1001 EMERALD BAY DR     | 503D008     | 2,705.25 |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 285 EPPERSON RD         | 330 147     | 572.86   |
| AMROCK LLC NORTH CAROLINA       |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 310 SALISBURY ST        | 357 196     | 14.72    |
| AMROCK, LLC- NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 9060 CASTOR RD          | 421 029     | 1,874.74 |
| AMROCK, LLC- NORTH CAROLINA     |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 524 W PEELER ST         | 403C115     | 16.13    |
| AMROCK, LLC-NORTH CAROLINA      |                            | 662 WOODWARD AVE                 |           | DETROIT         | MI    | 48226 | 1011 RANEY ST           | 413 110     | 1,993.81 |
| ANDERSON DENTAL GROUP           |                            | 1819 E INNES ST STE 2            |           | SALISBURY       | NC    | 28146 | 1819 E INNES ST STE 2   | 163887      | 7.10     |
| ANDERSON SHEILA                 |                            | 7236 MAITLAND LN                 |           | CHARLOTTE       | NC    | 28215 | 390 LAKE LANDING DR     | 510A119     | 9.18     |
| ANDREW M ADAMS PA               |                            | 129 WEST TRADE STREET SUITE 1525 |           | CHARLOTTE       | NC    | 28202 | 210 CARABELLE CIR       | 326A178     | 2,678.01 |
| ANDREWS RICHARD TALMAGE         |                            | 525 PETHEL RD                    |           | CHINA GROVE     | NC    | 28023 | 525 PETHEL RD           | 121B02605   | 9.74     |
| ANIMAL HOSPITAL OF KANNAPOLIS   |                            | 401 BROOKDALE ST                 |           | KANNAPOLIS      | NC    | 28083 | 401 BROOKDALE ST        | 165621      | 5.31     |
| ARBAIZA MARIANO & WF LEONOR     | ARBAIZA RAMON              | 2311 COLSTON DR                  |           | SILVER SPRING   | MD    | 20910 | 795 AIRPORT RD          | 471 114     | 21.09    |
| ARCH TECH OF NORTH CAROLIN INC  |                            | PO BOX 670                       |           | ROCKWELL        | NC    | 28138 | 670 HOLSHOUSER RD       | 163930      | 6.29     |
| ASHBURN RONALD WAYNE & WF       | ASHBURN BRENDA P           | 5965 SOUTHERN LN                 |           | SALISBURY       | NC    | 28147 | 0 SOUTHERN LN           | 482B110     | 1.44     |
| ATKINSON N C RENTALS LLC        |                            | 11541 US 29 HWY                  |           | CHATHAM         | VA    | 24531 | 230 LOCKHART RD         | 145 00901   | 63.65    |
| ATLANTIC BAY MORTGAGE GROUP LLC |                            | 600 LYNNHAVEN PARKWAY            | STE 208   | VIRGINIA BEACH  | NC    | 23452 | 1525 BEAGLE CLUB RD     | 619 122     | 1,117.15 |
| ATLAS SPEED TRAINING LLC        |                            | 110 MELODY CT                    |           | CHINA GROVE     | NC    | 28023 | 0 RAMSUER DR            | 482 009     | 2.23     |
| AUTEN RANDALL M & WF            | AUTEN DEBORAH P            | 1311 TOWNSGATE CT                |           | KANNAPOLIS      | NC    | 28081 | 1311 TOWNSGATE CT       | 141B107     | 66.73    |
| AVENUE 365 LENDER SERVICES LLC  |                            | 1100 VIRGINIA DR STE 130         |           | FORT WASHINGTON | PA    | 19034 | 200 W 1ST ST            | 106 134     | 9.81     |
| BAKER LAW PLLC                  |                            | 3426 TORINGDON WAY STE 104       |           | CHARLOTTE       | NC    | 28277 | 235 TALLEY LN           | 424 039     | 297.00   |
| BAKER RALPH LAMONT              |                            | 216 S DEERFIELD CIR              |           | SALISBURY       | NC    | 28147 | 402 VANCE AVE           | 017 056     | 10.52    |
| BALL HERSHELL R JR & WF         | BALL ELLEN KAY             | 2818 BYRON DR                    |           | SALISBURY       | NC    | 28144 | 2818 BYRON DR           | 326I060     | 30.38    |
| BARNHARDT JEANNIE               |                            | 1316 TOWNSGATE CT                |           | KANNAPOLIS      | NC    | 28081 | 920 IRISH CREEK DR      | 132C020     | 7.12     |
| BARRIER RICKY ALAN T/A          | EARTHSCAPES                | 506 DOE RIDGE DR                 |           | CLEVELAND       | NC    | 27013 | 506 DOE RIDGE DR        | 164097      | 1.00     |
| BARRINGER JOHN CHAD             |                            | 285 SPRING ESTATES CIR           |           | SALISBURY       | NC    | 28146 | 2905 ARTZ RD            | 419 131     | 14.42    |
| BARRINGER STACYE                |                            | 15210 STOKES FERRY RD            |           | GOLD HILL       | NC    | 28071 | 0 STOKES FERRY RD       | 546 045     | 1.18     |
| BASINGER CATHERINE S            |                            | 1072 MCCARRON LANE               |           | UNION           | KY    | 41091 | 0 POOLE RD              | 626 1100002 | 6.47     |

*Sonya Parnell*  
Tax Collector



|                                  |                                |                                       |                               |                 |    |       |                         |               |          |
|----------------------------------|--------------------------------|---------------------------------------|-------------------------------|-----------------|----|-------|-------------------------|---------------|----------|
| BASS JOHN W & WF                 | BASS FRANKIE JO                | 914 N CHAPEL ST                       |                               | LANDIS          | NC | 28088 | 914 N CHAPEL ST         | 163 084       | 8.42     |
| BASS JOHN W & WF                 | BASS FRANKIE JO                | 918 N CHAPEL ST                       |                               | LANDIS          | NC | 28088 | 918 N CHAPEL ST         | 163 084A      | 3.70     |
| BAUCOM SHELLEY HUNTER            |                                | 2200 FOWLER ST                        |                               | KANNAPOLIS      | NC | 28083 | 2118 LYNN ST            | 144A04401     | 5.14     |
| BEAVER BRADFORD ALEXANDER        | BEAVER MELANIE RUFTY           | 235 SCOTT TRCE                        |                               | SALISBURY       | NC | 28147 | 235 SCOTT TRC           | 4.63E+08      | 17.82    |
| BEAVER LONNIE CLYDE & BEGA DONNA | BEAVER SARAH K REVOCABLE TRUST | 220 BEAVER LOOP                       |                               | CHINA GROVE     | NC | 28023 | 280 BEAVER LOOP         | 126 024       | 3.63     |
|                                  |                                | 202 E 14TH ST                         |                               | SALISBURY       | NC | 28144 | 202 E 14TH ST           | 007 133       | 16.01    |
| BEGA DONNA                       |                                | 202 E 14TH ST                         |                               | SALISBURY       | NC | 28144 | 0 N LEE ST              | 007 134       | 1.88     |
| BELL RODNEY WAYNE                |                                | 928 EMERALD BAY DR                    |                               | SALISBURY       | NC | 28146 | PERSONAL PROPERTY       | 986942        | 2.17     |
| BENTON LORETTA M                 |                                | 3158 COLUMBIA WOODS DR                |                               | DECATUR         | GA | 33032 | 1229 GRADY ST           | 012 065       | 8.03     |
| BFG CORPORATION DBA              | BYLINE FINANCIAL GROUP         | % ADVANCE PROP TAX COMPLIANCE         | 1611 N INTERSTATE 35E STE 428 | CARROLLTON      | TX | 75006 | 229 E MAIN ST           | 164342        | 1.83     |
| BIGGERSTAFF JACKIE NEWMAN        |                                | 145 SPRINGTIME LN                     |                               | MOORESVILLE     | NC | 28115 | 190 WAL HOLLOW LN       | 228 147       | 1.57     |
| BINGHAM RUSSELL STEPHEN & WF     | BINGHAM ELIZABETH G            | PO BOX 995                            |                               | FAITH           | NC | 28041 | 1070 GLOVER RD          | 414 045       | 17.17    |
| BLACK CLAUDE ODELL               |                                | 260 CRESCENT ST                       |                               | CHINA GROVE     | NC | 28023 | 260 CRESCENT ST         | 121A069       | 3.57     |
| BLACK DOUGLAS LAMAR & WF         | BLACK LYDIA S                  | 1182 FOX CHASE CT                     |                               | SALISBURY       | NC | 28146 | PERSONAL PROPERTY       | 987681        | 3.00     |
| BLACK JEFFREY EVERETTE & WF      | BLACK SUSAN                    | 1175 CARTER LOOP RD                   |                               | ROCKWELL        | NC | 28138 | 1175 CARTER LOOP RD     | 434 067       | 18.04    |
| BLACK SANDRA LOUISE              |                                | 150 VIRGINIA AVE                      |                               | CHINA GROVE     | NC | 28023 | 150 VIRGINIA AVE        | 121A072       | 5.20     |
| BLACK SANDRA LOUISE              |                                | 150 VIRGINIA AVE                      |                               | CHINA GROVE     | NC | 28023 | 0 VIRGINIA AVE          | 121A196       | 1.10     |
| BLACKWELDER PARK BAPTIST CH      | INC                            | 2204 SUMMIT AVE                       |                               | KANNAPOLIS      | NC | 28081 | 110 W 22ND ST           | 160 1210003   | 8.92     |
| BLACKWELDER PARK BAPTIST CHURC   |                                | 2204 SUMMIT AVE                       |                               | KANNAPOLIS      | NC | 28081 | 101 WESTVIEW ST         | 160 118       | 5.97     |
| BLACKWELL FAYE CLIFTON           |                                | 285 WILL BLACK RD                     |                               | SALISBURY       | NC | 28147 | 285 WILL BLACK RD       | 305 044       | 3.48     |
| BLAKE TONY GALE                  | BLAKES AUTO SALE               | 5465 RIMER RD                         |                               | CONCORD         | NC | 28025 | 3533 N CANNON BLVD      | 133 011000002 | 67.37    |
| BLALOCK JACK                     | BLALOCK SALLY                  | 1680 MILLBRIDGE RD                    |                               | CHINA GROVE     | NC | 28023 | 0 MILLBRIDGE RD         | 224 006       | 1.17     |
| BLALOCK JEFFREY ALAN & WF        | BLALOCK JULIE                  | 2035 OAK FARM RD                      |                               | SALISBURY       | NC | 28146 | 2035 OAK FARM RD        | 634 115       | 25.28    |
| BLALOCK ROBERT & WF              | BLALOCK EVELYN                 | 4016 BROOKWOOD RD                     |                               | CHARLOTTE       | NC | 28215 | 108 AKRON AVE           | 142A038       | 11.47    |
| BLUME MICHAEL LEE & WF           | BLUME SUSAN MILLS              | 5661 OLD MOCKSVILLE RD                |                               | SALISBURY       | NC | 28144 | 5661 OLD MOCKSVILLE RD  | 307 243       | 7.93     |
| BOBBITT WILMA EVANS              |                                | 107 WIND DR                           |                               | SALISBURY       | NC | 28144 | PERSONAL PROPERTY       | 988222        | 48.10    |
| BOGGS PEGGY                      |                                | 955 HARPERSVILLE RD APT 2026          |                               | NEWPORT NEWS    | VA | 23601 | 0 W NC 152 HWY          | 120 05602     | 4.73     |
| BOGGS PEGGY                      |                                | 955 HARPERSVILLE RD APT 2026          |                               | NEWPORT NEWS    | VA | 23601 | 0 CLARK RD              | 644 003       | 4.65     |
| BORAL BUILDING PRODUCTS          |                                | 7575 IRVINE CENTER DR STE 100         |                               | IRVINE          | CA | 92618 | 500 N LONG ST           | 164439        | 1,318.84 |
| BORAL BUILDING PRODUCTS          |                                | 7575 IRVINE CENTER DR STE 100         |                               | IRVINE          | CA | 92618 | 175 CIRCLE M DR         | 471 059       | 347.41   |
| BORAL BUILDING PRODUCTS          |                                | 200 MANSELL CT E                      | STE 310                       | ROSWELL         | GA | 30076 | 500 CORRELL ST          | 024A003       | 214.89   |
| BORAL BUILDING PRODUCTS INC      |                                | 7575 IRVINE CENTER DR STE 100         |                               | IRVINE          | CA | 92618 | 150 CIRCLE M DR         | 164440        | 763.20   |
| BOSTIAN EDWARD BLAINE & WF       | BOSTIAN LILA M                 | 585 CONCORDIA CHURCH RD               |                               | CHINA GROVE     | NC | 28023 | 585 CONCORDIA CHURCH RD | 226 026       | 7.43     |
| BRACKETT BOYD CORRELL JR         |                                | 1060 LAKE SHORE DR                    | APT 204                       | WEST PALM BEACH | FL | 33403 | 575 SQUIRREL RUN        | 626 051       | 2.07     |
| BRADSHAW FRED WILLIAM            |                                | 1603 W COLONIAL DR                    |                               | SALISBURY       | NC | 28144 | 1603 W COLONIAL DR      | 335 078       | 9.40     |
| BRADY & KOSOFSKY                 |                                | 13925 BALLANTYNE CORPORATE PL STE 400 |                               | CHARLOTTE       | NC | 27277 | 402 BRAMBLEWOOD DR      | 473B024       | 1,705.37 |
| BRADY & KOSOFSKY                 |                                | 13925 BALLANTYNE CORP PL STE 400      |                               | CHARLOTTE       | NC | 28277 | 1470 EDMISTON RD        | 574 040       | 12.40    |
| BRADY & KOSOFSKY PA              |                                | 13925 BALLANTYNE CORPORATE PL         | STE 400                       | CHARLOTTE       | NC | 28277 | 116 S MILFORD DR        | 333 041       | 31.85    |
| BRADY & KOSOFSKY, PA             |                                | 13925 BALLANTYNE CORPORATE PL.        | SUITE 400                     | CHARLOTTE       | NC | 28277 | 1107 E 11TH ST          | 151 039       | 21.91    |
| BRAGG ALAN E                     | BRAGG RANDAL S                 | 1120 MAJOLICA RD                      |                               | SALISBURY       | NC | 28147 | 1120 MAJOLICA RD        | 451 053       | 10.59    |
| BRAWLEY BARBARA                  | CARSON GLORIA JEAN             | 1035 SHORT ST                         |                               | SALISBURY       | NC | 28144 | 1035 SHORT ST           | 012 137       | 3.52     |
| BRAWLEY NANCY BELK               |                                | 265 CENTENARY CHURCH RD               |                               | MOUNT ULLA      | NC | 28125 | 0 CENTENARY CHURCH RD   | 576 083       | 1.30     |
| BRIGHTMOOR NURSING CENTER        |                                | 610 WEST FISHER STREET                |                               | SALISBURY       | NC | 28144 | 615 W INNES ST          | 166105        | 28.61    |
| BRIGHTMOOR NURSING CENTER        |                                | 610 WEST FHSER STREET                 |                               | SALISBURY       | NC | 28144 | 615 W INNES ST          | 166106        | 1.88     |
| BRINGLE LESLIE G                 |                                | 4615 MOORESVILLE RD                   |                               | SALISBURY       | NC | 28147 | 4615 MOORESVILLE RD     | 464 138       | 9.25     |
| BRINGLE LESLIE GOODNIGHT         |                                | 510 DAVIS FARM DR                     |                               | SALISBURY       | NC | 28147 | 510 DAVIS FARM RD       | 207I003       | 30.77    |
| BROADWAY HAROLD LEE              |                                | 1107 GRADY ST                         |                               | SALISBURY       | NC | 28144 | 1427 W MONROE ST        | 005 18302     | 9.03     |
| BROADWAY HAROLD LEE              |                                | 1107 GRADY ST                         |                               | SALISBURY       | NC | 28144 | 1107 GRADY ST           | 012 210       | 1.42     |
| BROWN ANTHONY P & WF             | BROWN SHIRLEY L                | 2530 LOWER PALMER RD                  |                               | SALISBURY       | NC | 28146 | 2530 LOWER PALMER RD    | 636 045       | 10.55    |
| BROWN ANTHONY P & WF             | BROWN SHIRLEY L                | 2530 LOWER PALMER RD                  |                               | SALISBURY       | NC | 28146 | 0 ST PETERS CHURCH RD   | 636 059       | 8.48     |
| BROWN DARRIN S & WF              | BROWN SHARON S                 | 415 W SECOND ST                       | PO BOX 228                    | FAITH           | NC | 28041 | 207 CHASESTONE CT       | 609D042       | 2,713.80 |
| BROWN DAVID & SPOUSE             | MORAN-BROWN KELLY              | 127 CUP CHASE DR                      |                               | MOORESVILLE     | NC | 28115 | 0 MOORESVILLE RD        | 203 006       | 6.59     |
| BROWN DAVID & SPOUSE             | MORAN-BROWN KELLY              | 127 CUP CHASE DR                      |                               | MOORESVILLE     | NC | 28115 | 0 MOORESVILLE RD        | 203 051       | 6.02     |
| BROWN DEANNA                     |                                | 504 KENT TER NW                       |                               | MARIETTA        | GA | 30064 | 0 CAL KENNEDY RD        | 277 044       | 2.17     |
| BROWN DEANNA                     |                                | 504 KENT TER NW                       |                               | MARIETTA        | GA | 30064 | 0 CAL KENNEDY RD        | 277 055       | 1.48     |
| BROWN LAWRENCE                   |                                | 324 MAIN ST APT J                     |                               | EMERSON         | NJ | 07630 | 1302 N LEE ST           | 030 142       | 1.49     |
| BROWN LAWSON JR                  | BROWN LOU ANN                  | 2403 OAKWOOD DR                       |                               | BURLINGTON      | NC | 27215 | PERSONAL PROPERTY       | 179229        | 1.75     |
| BRUCE MARY G                     |                                | 519 CORRELL ST                        |                               | SALISBURY       | NC | 28144 | 0 SECOND ST             | 027 036       | 14.24    |
| BRYANT WILLIAM & WF              | BRYANT NANCY                   | 260 RIVERVIEW CIR                     |                               | SALISBURY       | NC | 28146 | PERSONAL PROPERTY       | 991406        | 1.01     |
| BUCHANAN M L JR & WF             | BUCHANAN VALERIE H             | 130 CHURCHILL DR                      |                               | SALISBURY       | NC | 28144 | 130 CHURCHILL DR        | 325G005       | 64.52    |
| BULLINGER JEFFREY O              |                                | 1920 MT HOPE CHURCH RD                |                               | SALISBURY       | NC | 28146 | 1940 MT HOPE CHURCH RD  | 417 166       | 3.02     |
| BUMGARNER DAVID ANDREW           |                                | 301 BACK SIDE DR                      |                               | CLEVELAND       | NC | 27013 | 301 BACK SIDE DR        | 718 009       | 2.90     |
| BURRIS JUDY B                    |                                | 427 CARTER LOOP RD                    |                               | ROCKWELL        | NC | 28138 | 0 CARTER LOOP RD        | 374A065       | 1.75     |
| BYRD TIMOTHY RAY                 |                                | 2635 LOWER PALMER RD                  |                               | SALISBURY       | NC | 28146 | 290 CLEARBROOK DR       | 356 172       | 3.06     |
| C & C ASSETS LLC                 |                                | 406 S WASHINGTON ST                   |                               | STARKVILLE      | MS | 39759 | 1010 CALIFORNIA DR      | 551 021       | 7.37     |
| CABARRUS COUNTY                  |                                | PO BOX 707                            |                               | CONCORD         | NC | 28026 | PERSONAL PROPERTY       | 180749        | 321.07   |
| CABARRUS COUNTY                  |                                | PO BOX 707                            |                               | CONCORD         | NC | 28026 | PERSONAL PROPERTY       | 180750        | 83.67    |
| CAIN RONNIE L JR                 |                                | 2015 ROSEDALE ST NE                   |                               | WASHINGTON      | DC | 20002 | 1283 SUNSET POINTE DR   | 606H069       | 2.31     |
| CALL LARRY GRAY & WF             | CALL SHEILA W                  | 135 PARK VILLA RD                     |                               | SALISBURY       | NC | 28146 | 135 PARK VILLA RD       | 621A032       | 3.90     |
| CALM HOLDINGS LLC                |                                | 113 N MAIN ST                         |                               | SALISBURY       | NC | 28144 | 111 N MAIN ST           | 105482        | 176.30   |
| CAMPBELL JAMES & WF              | CAMPBELL DAWN                  | 1240 GODBEY RD                        |                               | SALISBURY       | NC | 28147 | 1240 GODBEY RD          | 823 043       | 4.45     |



|                                |                                |                                 |                         |                |    |       |                              |           |          |
|--------------------------------|--------------------------------|---------------------------------|-------------------------|----------------|----|-------|------------------------------|-----------|----------|
| CAMPBELL LEWIS O'DELL JR & WF  | CAMPBELL RENEE B               | 118 GLENIRIS TRAIL              |                         | MOORESVILLE    | NC | 28115 | 109 N BEAVER ST              | 109 085   | 4.10     |
| CAMPBELL RODNEY DALE           |                                | 260 HICKORY SPRING LN           |                         | SALISBURY      | NC | 28146 | 260 HICKORY SPRINGS LN       | 500 451   | 6.18     |
| CAMPBELLS COIN LAUNDRY LLC     |                                | 118 GLENERIS TRL                |                         | MOORESVILLE    | NC | 28115 | 724 JAKE ALEXANDER BLVD      | 164684    | 5.71     |
| CANNON JUDITH ELEEN            |                                | 6745 WRIGHT RD                  |                         | KANNAPOLIS     | NC | 28083 | 6745 WRIGHT RD               | 249A059   | 193.93   |
| CAROLINA CONCRETE & DESIGN     |                                | PO BOX 3035                     |                         | MOORESVILLE    | NC | 28117 | PERSONAL PROPERTY            | 107364    | 1.38     |
| CAROLINA STAIRS, INC           |                                | 255 BELK RD                     |                         | MOUNT ULLA     | NC | 28125 | 255 BELK RD                  | 576 044   | 29.99    |
| CAROLINA TELCOM INC            |                                | PO BOX 301                      |                         | SALISBURY      | NC | 28145 | 3018 S MAIN ST               | 164800    | 3.49     |
| CAROLINA TIMBER SERVICE        | WILLIAM H OR PAGE DORIS S      | 5825 BRINGLE FERRY RD           |                         | SALISBURY      | NC | 28146 | 240 WILLIAM DR               | 616B025   | 1.79     |
| CARSON THOMAS L                |                                | 229 DAN ST                      |                         | SALISBURY      | NC | 28147 | 3 RYAN ST                    | 018 023   | 3.81     |
| CARTER MARY ROSE               | CARTER MARY ROSE               | 1470 ST MATTHEWS CHURCH RD      |                         | SALISBURY      | NC | 28146 | 1470 ST MATTHEWS CHURCH RD   | 509 004   | 3.27     |
| CARTNER ALLENE M               |                                | 12324 COOL SPRINGS RD           |                         | CLEVELAND      | NC | 27013 | 12324 COOL SPRINGS RD        | 732 031   | 15.50    |
| CATERPILLAR INC                | ATTN CAESAR JACKSON GLOBAL TAX | 100 NE ADAMS ST                 |                         | PEORIA         | IL | 61629 | 6701 STATESVILLE BLVD        | 164836    | 2,370.35 |
| CAUBLE D A JR                  |                                | 14840 SHORT CUT RD              |                         | GOLD HILL      | NC | 28071 | 116 S OAK ST                 | 350 104   | 6.09     |
| CAUBLE PAUL EUGENE             |                                | 2020 RIBELIN RD                 |                         | SALISBURY      | NC | 28146 | 2020 RIBELIN RD              | 502 033   | 3.34     |
| CENTRAL CAROLINA GYMNASTICS    | CENTER INC                     | PO BOX 1292                     |                         | LEXINGTON      | NC | 27295 | 625 CORPORATE CIR            | 175181    | 2.31     |
| CENTRAL PIEDMONT FIRE PROTECT  | ATTN CHARLES BOWMAN            | PO BOX 2227                     |                         | SALISBURY      | NC | 28145 | 601 HEDRICK ST               | 164873    | 5.47     |
| CERVIN DEBRA JEAN & HUS        | CERVIN JAMES ROBERT            | 424 SPRING ARBOR AV             |                         | SALISBURY      | NC | 28146 | 424 SPRING ARBOR AVE         | 403I014   | 16.87    |
| CHARITY CYNTHIA                |                                | 1460 BATTERY HILL DR            |                         | RICHMOND       | VA | 23231 | 0 LONG FERRY RD              | 054 00601 | 1.00     |
| CHARLOTTE METRO CREDIT UNION   |                                | 718 CENTRAL AVE                 |                         | CHARLOTTE      | NC | 28204 | 407 WALTON RD                | 608 023   | 10.83    |
| CHARLOTTE METRO CREDIT UNION   |                                | 718 CENTRAL AVE                 |                         | CHARLOTTE      | NC | 28204 | 0 WALTON RD                  | 067A092   | 1.08     |
| CHARTER MANUFACTURING, INC.    |                                | 12121 COPORATE PARKWAY          |                         | MEQUON         | WI | 53092 | 770 CEDAR SPRINGS RD         | 471 061   | 81.75    |
| CHILDERS DAKOTA B              |                                | 250 DUKE DR                     |                         | SALISBURY      | NC | 28146 | 250 DUKE DR                  | 411A003   | 100.00   |
| CHIRICO LINDA NELL             |                                | 523 IDLEWOOD DR                 |                         | SALISBURY      | NC | 28144 | 523 IDLEWOOD DR              | 325C217   | 18.36    |
| CHRISTIE WILLIAM WARREN JR& WF | CHRISTIE DORIS                 | 140 WARREN DR                   |                         | MOUNT ULLA     | NC | 28125 | 1045 BRONCO RUN              | 576 032   | 4.36     |
| CHROMA COLOR CORPORATION       |                                | 100 E 17TH ST                   |                         | SALISBURY      | NC | 28144 | 900 N LONG ST                | 011 390   | 122.13   |
| CHROMA COLOR CORPORATION       |                                | 100 E 17TH ST                   |                         | SALISBURY      | NC | 28144 | 100 E 17TH ST                | 030 160   | 239.82   |
| CHROMA COLOR CORPORATION       |                                | 100 E 17 ST                     |                         | SALISBURY      | NC | 28144 | 0 LEE ST                     | 030 191   | 15.52    |
| CITY CONSIGNMENT CO INC        |                                | 419 SOUTH MAIN STREET           |                         | SALISBURY      | NC | 28144 | 419 S MAIN ST                | 010 199   | 30.46    |
| CITY OF OAKS LAW               |                                | PO BOX 6356                     |                         | RALEIGH        | NC | 27628 | 314 KIMBALL ST               | 152 173   | 1,222.51 |
| CKEZEPIS LAW PLLC              | IOLTA TRUST ACCOUNT            | 16745 BIRKDALE COMMONS PKWY #C  |                         | HUNTERSVILLE   | NC | 28078 | 0 E KETCHIE ST               | 103 137   | 2.54     |
| CKEZEPIS LAW PLLC              | IOLTA TRUST ACCOUNT            | 16745 BIRKDALE COMMONS PKWY #C  |                         | HUNTERSVILLE   | NC | 28078 | 803 RUTH AVE                 | 151 379   | 9.84     |
| CLARK STEVE W                  |                                | 923 INDIANA ST                  |                         | KANNAPOLIS     | NC | 28083 | 323 RICE ST                  | 156 189   | 768.46   |
| CLEMMONS LOCKSMITHING          |                                | 335 BELMETTE DR                 |                         | LEWISVILLE     | NC | 27023 | 1045 SUNSET POINTE DR        | 606H024   | 8.45     |
| CLEVELAND HENRY JUNIOR & WF    | CLEVELAND ALICE VIRGINIA G     | 5340 FOSTER RD                  |                         | WOODLEAF       | NC | 27054 | 5340 FOSTER RD               | 709 116   | 5.60     |
| CLEVELAND PRESBYT CH           | % BRUCE GRAY                   | PO BOX 273                      |                         | CLEVELAND      | NC | 27013 | 105 W MAIN ST                | 251 075   | 6.95     |
| CLINE DAVID W JR & WF          | CLINE KATHY D                  | 930 NEY ST                      |                         | KANNAPOLIS     | NC | 28083 | 930 NEY ST                   | 133A082   | 3.23     |
| CLINE LARRY L & WF             | CLINE BARBARA K                | 909 W A ST                      |                         | KANNAPOLIS     | NC | 28081 | 909 W A ST                   | 148 144   | 9.96     |
| CLINE STEPHEN W & WF           | CLINE KIMBERLY H               | 1660 AMITY HILL RD              |                         | CLEVELAND      | NC | 27013 | 1640 AMITY HILL RD           | 277 024   | 6.30     |
| COLONIAL VILLAGE RENTAL        | TRUST FUND                     | PO BOX 8770                     |                         | FAYETTEVILLE   | NC | 28304 | 231 D AVE                    | 165315    | 25.43    |
| COMER CAROL S                  |                                | 3511 MOORESVILLE RD             |                         | SALISBURY      | NC | 28147 | 3511 MOORESVILLE RD          | 463 009   | 7.98     |
| CONNOR DARRELL ARNTON          |                                | 2585 CLARK RD                   |                         | SALISBURY      | NC | 28146 | 2380 CLARK RD                | 644 007   | 17.84    |
| CONNOR DARRELL ARNTON          |                                | 2585 CLARK RD                   |                         | SALISBURY      | NC | 28146 | 2585 CLARK RD                | 644 011   | 28.30    |
| CONNOR DARRELL ARNTON          |                                | 2585 CLARK RD                   |                         | SALISBURY      | NC | 28146 | 9110 BRINGLE FERRY RD        | 644 017   | 8.69     |
| CONNOR DARRELL ARNTON          |                                | 2585 CLARK RD                   |                         | SALISBURY      | NC | 28146 | 2790 CLARK RD                | 644 019   | 17.60    |
| COOK MALISSA TREXLER           |                                | 3405 ROCKWELL RD                |                         | ROCKWELL       | NC | 28138 | 3435 ROCKWELL RD             | 386A019   | 2.80     |
| COON HAROLD DAVID & WF         | COON LINDA JANE                | 217 BROOKSTONE WAY              |                         | GRANITE QUARRY | NC | 28146 | 217 BROOKSTONE WAY           | 353F026   | 37.99    |
| COOPER LEGAL FIRM              |                                | 5620 CONCORD PKWY S SUITE 103   |                         | CONCORD        | NC | 28027 | 1215 DOGWOOD DR              | 130 330   | 25.68    |
| COOPER LEGAL FIRM              | PC IOLTA ACCOUNT               | 5620 CONCORD PKWY S SUITE 103   |                         | CONCORD        | NC | 28027 | 440 BRIDLEWOOD DR            | 385A020   | 5.91     |
| COOPER LEGAL FIRM              | PC IOLTA ACCOUNT               | 5620 CONCORD PKWY S STE103      |                         | CONCORD        | NC | 28027 | 504 E LIBERTY ST             | 016 085   | 1.49     |
| COOPER LEGAL FIRM              | IOLTA ACCOUNT                  | 5620 CONCORD PKWY S STE 103     |                         | CONCORD        | NC | 28027 | 911 BUTLER ST                | 025 064   | 1.12     |
| COOPER LEGAL FIRM              | IOLTA ACCOUNT                  | 5620 CONCORD PKWY S STE 103     |                         | CONCORD        | NC | 28027 | 0 GUINN AVE                  | 158 065   | 41.67    |
| COOPER LEGAL FIRM              | IOLTA ACCOUNT                  | 5620 CONCORD PKWY S STE 103     |                         | CONCORD        | NC | 28027 | 220 JAN MAR DR               | 121B02701 | 2.04     |
| COOPER LEGAL FIRM              | IOLTA ACCOUNT                  | 5620 CONCORD PKWY S STE 103     |                         | CONCORD        | NC | 28027 | 335 DUNNS MOUNTAIN CHURCH RD | 066 077   | 8.91     |
| COOPER LEGAL FIRM              | IOLTA ACCOUNT                  | 5620 CONCORD PKWY S STE 103     |                         | CONCORD        | NC | 28027 | 0 WILEY AVE                  | 014 456   | 4.46     |
| COOPER LEGAL FIRM PC           |                                | 5620 CONCORD PKWY S, SUITE 103  |                         | CONCORD        | NC | 28027 | 0 MOORESVILLE RD             | 460 005   | 1.09     |
| CORDERO JESUS N                |                                | 265 IMPERIAL DR                 |                         | SALISBURY      | NC | 28147 | 265 IMPERIAL DR              | 451 176   | 3.87     |
| CORELOGIC TAX SERV             |                                | 3001 HACKBERRY RD               |                         | IRVING         | TX | 75063 | 803 MARIE AVE                | 151 345   | 10.78    |
| CORELOGIC TAX SERVICES, LLC    |                                | 3001 HACKBERRY RD               |                         | IRVING         | TX | 75063 | 0 FOXWOOD LN                 | 302A086   | 2,496.34 |
| CORELOGIC TAX SERVICES, LLC    |                                | 3001 HACKBERRY RD               |                         | IRVING         | TX | 75063 | 1005 KLONDALE ST             | 101 087   | 1,516.46 |
| CORNELIUS JAMES R              | SIDES CAROL C                  | 2937 MONTFORD AVE NW            |                         | CONCORD        | NC | 28027 | CORNELIUS RD                 | 361 002   | 2.22     |
| CORNELIUS JAMES R              | SIDES CAROL C                  | 2937 MONTFORD AVE NW            |                         | CONCORD        | NC | 28027 | 680 CORNELIUS RD             | 361 036   | 5.37     |
| CORNELIUS JAMES R              | SIDES CAROL C                  | 2937 MONTFORD AVE NW            |                         | CONCORD        | NC | 28027 | 0 CORNELIUS RD               | 361 109   | 1.27     |
| CORPENING JAMES LOUIS SR       |                                | PO BOX 481                      |                         | GRANITE QUARRY | NC | 28072 | 765 WHITE ROCK AVE           | 623B133   | 1.31     |
| CORPENING MELISSA LYNN         |                                | PO BOX 107                      |                         | EAST SPENCER   | NC | 28039 | 124 N LONG ST                | 026 061   | 3.06     |
| CORRIDOR INVESTMENTS LLC       | C/O PETER KRAVATH              | 2047 NORTON RD                  |                         | CHARLOTTE      | NC | 28207 | 308 N SALISBURY AVE          | 648 068   | 72.58    |
| COSTNER LAW OFFICE PLLC        |                                | 10125 BERKELEY PLACE DR         |                         | CHARLOTTE      | NC | 28226 | 529 W STOKES ST              | 114 244   | 9.59     |
| COSTNER LAW OFFICE PLLC        |                                | 10125 BERKELEY PLACE DR         |                         | CHARLOTTE      | NC | 28226 | 510 KIMBALL LOOP             | 130 350   | 1,370.48 |
| COSTNER LAW OFFICE PLLC        |                                | NC/SC REAL ESTATE TRUST ACCOUNT | 10125 BERKELEY PLACE DR | CHARLOTTE      | NC | 28226 | 429 MAHALEY AVE              | 002 063   | 10.90    |
| COSTNER LAW OFFICE, PLLC       |                                | 10125 BERKELEY PLACE DR         |                         | CHARLOTTE      | NC | 28262 | 700 S ROWAN AVE              | 031 077   | 12.85    |
| COSTNER LAW OFFICE, PLLC       |                                | 10125 BERKELEY PLACE DR         |                         | CHARLOTTE      | NC | 28262 | 6165 SOUTHERN LN             | 482B077   | 8.02     |
| COWAN JULIUS HEIRS             | % PHILIP MURRAY                | 1711 LACOMBE AVE APT 2B         |                         | BRONX          | NY | 10473 | 0 STEELE RD                  | 714 055   | 10.00    |



|                                        |                            |                                |                 |                |    |       |                                         |               |          |
|----------------------------------------|----------------------------|--------------------------------|-----------------|----------------|----|-------|-----------------------------------------|---------------|----------|
| COX CHRISTOPHER BRETT                  | COX CHERYL MYERS           | 2250 BARGER RD                 |                 | SALISBURY      | NC | 28146 | 2250 BARGER RD                          | 624 114       | 17.40    |
| CRAIG JENKINS LIIPFERT & WALKER LLP    |                            | 110 OAKWOOD DR                 | SUITE 300       | WINSTON SALEM  | NC | 27103 | 1125 ARCHER FARM DR                     | 304A165       | 1,478.68 |
| CULP CHRISTINE G &                     | CULP TONIA B               | 170 MALLARD LN                 |                 | ROCKWELL       | NC | 28138 | 0 CORRELL LOOP RD                       | 411A123       | 66.15    |
| CUSTOM COLONIAL HOMES                  |                            | PO BOX 14                      |                 | WAXHAW         | NC | 28173 | 1225 CAROLYN AVE                        | 151 488       | 16.34    |
| CUSTOM COLONIAL HOMES LLC              |                            | PO BOX 14                      |                 | WAXHAW         | NC | 28173 | 1221 CAROLYN AVE                        | 151 582       | 2.50     |
| CUSTOM COLONIAL HOMES LLC              |                            | PO BOX 14                      |                 | WAXHAW         | NC | 28173 | 1223 CAROLYN AVE                        | 151 583       | 1.99     |
| CYPRESS CREEK FUND 10 TENANT LLC       |                            | 3250 OCEAN PARK BLVD           | STE 3355        | SANTA MONICA   | CA | 90405 | 12958 STATESVILLE BLVD/ 5755 OLD US HWY | 173641        | 116.99   |
| DALBEY DORIS M                         |                            | 2209 PINEHURST PL              |                 | WILMINGTON     | NC | 28405 | 0 PINECROFT LN                          | 037 021       | 1.71     |
| DANCY PAMELA L                         |                            | 265 SHEPPARD PLANT RD          |                 | CHINA GROVE    | NC | 28023 | 265 SHEPPARD PLANT RD                   | 121B031       | 5.25     |
| DARDEN ENGINEERING SERVICES, LLC       |                            | 307 CAYUGA DR                  | STE A           | MOORESVILLE    | NC | 28117 | 1053 READSBORO DR                       | 558A010       | 317.69   |
| DAVIDSON LUCILLE M EDWARDS             |                            | 9 POST OAK PL                  |                 | SALISBURY      | NC | 28147 | 9 POST OAK PL                           | 329C217       | 7.62     |
| DAVIS LINDA GALLOWAY                   |                            | 1012 SAINT PAUL CHURCH RD      |                 | SALISBURY      | NC | 28146 | 413 TURNER ST                           | 133A246       | 6.77     |
| DAVIS LINDA GALLOWAY                   |                            | 1012 SAINT PAUL CHURCH RD      |                 | SALISBURY      | NC | 28146 | 1012 ST PAULS CHURCH RD                 | 411 111       | 9.93     |
| DAVIS TIMOTHY                          |                            | 253 ANTHONY CHURCH LN          |                 | FRANKFORD      | WV | 24938 | 2335 N JAKE ALEXANDER BLVD              | 327 045       | 5.91     |
| DAVITA                                 |                            | PO BOX 4328                    |                 | FEDERAL WAY    | FL | 98063 | 111 DORSETT DR                          | 332A064       | 125.60   |
| DE COMARMOND CHARLES A & WF            | DE COMARMOND MARTINA       | 614 LAUREL VALLEY WAY          |                 | SALISBURY      | NC | 28144 | 614 LAUREL VALLEY WAY                   | 326I016       | 82.42    |
| DEAL ERIC LEONARD                      |                            | 350 SAW RD                     |                 | CHINA GROVE    | NC | 28023 | 350 SAW RD                              | 234 099       | 14.60    |
| DEAN RANDALL EUGENE                    |                            | 820 THOMPSON RD                |                 | SALISBURY      | NC | 28147 | 820 THOMPSON RD                         | 820 012       | 11.30    |
| DELAGARZA DAVID PORTER                 |                            | 529 S 3RD ST                   |                 | ALBEMARLE      | NC | 28001 | PERSONAL PROPERTY                       | 178322        | 22.11    |
| DELLINGER PATRICIA MORTON              |                            | 180 ELYSE AVE                  |                 | SALISBURY      | NC | 28147 | PERSONAL PROPERTY                       | 100342        | 2.43     |
| DESMOND PAULA JEAN                     |                            | 1060 GOLD KNOB RD              |                 | SALISBURY      | NC | 28146 | 0 GOLD KNOB RD                          | 630 159       | 1.43     |
| DICKERSON SIDNEY R & WF                | DICKERSON VICKI L          | 101 TAFT DR                    |                 | SANDY HOOK     | KY | 41171 | PERSONAL PROPERTY                       | 100639        | 1.18     |
| DICK'S SPORTING GOODS INC 1191         | ATTN: PROP TAX DEPT        | PO BOX 7000                    |                 | CORAOPOLIS     | PA | 15108 | 125 TINGLE DR                           | 165480        | 23.03    |
| DIETZ BRANDON MATTHEW                  | DIETZ SALEM S              | 420 RITCHIE RD                 |                 | SALISBURY      | NC | 28146 | PERSONAL PROPERTY                       | 172804        | 2.04     |
| DIETZ SALEM SNIDER                     | DIETZ BRANDON MATTHEW      | 420 RITCHIE RD                 |                 | SALISBURY      | NC | 28146 | 0 E 2ND ST                              | 413 192       | 4.16     |
| DJR RENTALS LLC                        |                            | 425 EL CAMINO DR               |                 | SALISBURY      | NC | 28146 | 812 4TH ST                              | 033 063       | 10.92    |
| DOERING DONALD P & WF                  | DOERING JENNIFER J         | 3024 KERN DR                   |                 | SALISBURY      | NC | 28147 | 3024 KERN DR                            | 326B234       | 50.35    |
| DOGWOOD REALITY OF NC INC              |                            | 1431 SUSSEX LN                 |                 | SALISBURY      | NC | 28144 | 1019 GRADY ST                           | 012 12303     | 6.66     |
| DOGWOOD REALITY OF NC INC              |                            | 1431 SUSSEX LN                 |                 | SALISBURY      | NC | 28144 | 1015 GRADY ST                           | 012 278       | 4.34     |
| DOK SARIED                             |                            | 225 JOYNER LN                  |                 | SALISBURY      | NC | 28144 | 225 JOYNER LN                           | 304 058       | 29.89    |
| DOLGENCORP INC                         | ATTN: TAX DEPT             | DOLLAR GENERAL STORE#4905      | 100 MISSION RDG | GOODLETTSVILLE | TN | 37072 | 101 GRANITE ST                          | 066B004       | 62.14    |
| DOLGENCORP INC                         | ATTN: TAX DEPT             | DOLLAR GENERAL STORE#4905      | 100 MISSION RDG | GOODLETTSVILLE | TN | 37072 | 122 S US 29 HWY                         | 103 026       | 85.77    |
| DONG BUSINESS INC                      |                            | 200 EASTWOOD DR                | APT 1137        | SALISBURY      | NC | 28147 | 1012 MOORESVILLE RD                     | 177778        | 2.75     |
| DOUGLAS RONALD &                       | DICKERSON ROBBIE STARNES   | 871 LAKESHORE RD               |                 | MARTIN         | GA | 30557 | 269 STARNES FARM RD                     | 248 218       | 1.10     |
| DOUGLASS REBECCA G                     |                            | 347 HAWKS MOOR CT              |                 | CHARLOTTE      | NC | 28226 | 501 W LIBERTY ST                        | 006A002D      | 8.83     |
| DOYLE & WALLACE PLLC                   |                            | 2701 COLTSGATE ROAD, SUITE 210 |                 | CHARLOTTE      | NC | 28211 | 234 HICKORY WOOD DR                     | 140B099       | 9.35     |
| DRIVER DANIEL J                        |                            | 3309 LITTLE CREEK CT           |                 | GASTONIA       | NC | 28056 | 2050 SAW RD                             | 244 205       | 14.30    |
| DUNCAN-FORTENBERRY ANNA                |                            | 1010 TRANQUIL CT               |                 | CHINA GROVE    | NC | 28023 | 1010 TRANQUIL CT                        | 112B007       | 20.57    |
| EARL JOHN C & WF                       | EARL CELESTINE A           | 5970 US 52 HWY                 |                 | SALISBURY      | NC | 28146 | 5970 US 52 HWY                          | 628 160       | 1,121.84 |
| EARNHARDT DAVID HOWARD & WF            | EARNHARDT TERESA MCCLLENNE | PO BOX 476                     |                 | ROCKWELL       | NC | 28138 | 0 CHINA GROVE HWY                       | 363 002000002 | 1.23     |
| EARNHARDT RICKY NATHAN JR              | EARNHARDT MISTY DAWN       | 1255 OLIVER RD                 |                 | ROCKWELL       | NC | 28138 | 1255 OLIVER RD                          | 386A002       | 2.80     |
| ELEVATED TITLE LLC                     |                            | 3660 CEDARCREST RD SUITE 200   |                 | ACWORTH        | GA | 30101 | 335 WATERSTONE DR                       | 404B023       | 1,589.26 |
| ELLER REID A & WF                      | ELLER SUE T                | 155 COUNTRY VIEW RD            |                 | RALEIGH        | NC | 28137 | 195 RICHFIELD RD                        | 514 024       | 8.73     |
| ELWOOD GAIL NESBIT &                   | NESBIT SPENSER Q           | 6051 OLD MOCKSVILLE RD         |                 | SALISBURY      | NC | 28144 | 6311 OLD MOCKSVILLE RD                  | 304 006       | 2.06     |
| ENSALACO MICHAEL J & WF                | ENSALACO LISA M            | 108 LAUREL GLEN DR             |                 | MOORESVILLE    | NC | 28115 | 1619 TEETER FARMS DR                    | 214A100       | 7.94     |
| EREMIE JACOB                           |                            | 175 LAUREL LN                  |                 | SALISBURY      | NC | 28147 | 175 LAUREL LN                           | 462 024       | 19.22    |
| ERVIN WILLIAM F & WF                   | KOCHESHKOVA LIUDMILA       | 205 SANDHILLS CT               |                 | MOORESVILLE    | NC | 28115 | 139 SAND HILLS CT                       | 214A087       | 7.94     |
| ERVIN WILLIAM F & WF                   | KOCHESHKOVA LIUDMILA       | 205 SANDHILLS CT               |                 | MOORESVILLE    | NC | 28115 | PERSONAL PROPERTY                       | 103851        | 1.32     |
| ESTATE OF LILLIE NELSON                |                            | 5 MELODY CIRCLE                |                 | DURHAM         | NC | 27707 | 610 MILFORD HILLS RD                    | 062 037       | 10.19    |
| EUDY HUGH SIDNEY TRUSTEE               | % GINA G EUDY              | 2356 WINTERBURY CT             |                 | DENVER         | NC | 28037 | 0 N MAIN ST                             | 064 146       | 1.10     |
| EVERTT FINANCIAL INC                   | HARRY LAUREL GRAY          | 14801 QUORUM DRIVE, STE 300    |                 | DALLAS         | TX | 75252 | 314 MITCHELL AVE                        | 014 143       | 31.02    |
| F&M BANK                               |                            | 221 N MAIN ST                  |                 | SALISBURY      | NC | 28144 | 610 DUKEVILLE RD                        | 6502011       | 685.96   |
| FEATHERSTONE JOHN L & WF               | FEATHERSTONE MARY          | 18845 OLD BEATTY FORD RD       |                 | GOLD HILL      | NC | 28071 | 18845 OLD BEATTY FORD RD                | 543 008       | 7.80     |
| FERGUSON HAYES HAWKINS &               | REAL ESTATE TRUST ACCOUNT  | 45 CHURCH ST S                 |                 | CONCORD        | NC | 28026 | 1810 2ND ST                             | 014 219       | 12.42    |
| FERGUSON, HAYES, HAWKINS & DEMAY, PLLC |                            | 45 CHURCH STREET, S            | PO BOX 444      | CONCORD        | NC | 28026 | 622 W 22ND ST                           | 155 195       | 3.38     |
| FERGUSON, HAYES, HAWKINS & DEMAY, PLLC |                            | 45 CHURCH ST S                 | PO BOX 444      | CONCORD        | NC | 28026 | 130 BETHAVEN DR                         | 307A127       | 7.07     |
| FERGUSON, HAYES, HAWKINS & DEMAY, PLLC |                            | 45 CHURCH STREET, S            | PO BOX 444      | CONCORD        | NC | 28026 | 624 W 22ND ST                           | 155 194       | 3.47     |
| FILTECH USA, LLC                       |                            | 380 PALMER RD                  |                 | ROCKWELL       | NC | 28138 | 112 CHINA GROVE HWY                     | 362 193       | 35.17    |
| FILTECH USA, LLC                       |                            | 380 PALMER RD                  |                 | ROCKWELL       | NC | 28138 | 0 INDUSTRIAL DR                         | 365 006       | 11.08    |
| FILTECH USA, LLC                       |                            | 380 PALMER RD                  |                 | ROCKWELL       | NC | 28138 | 380 PALMER RD                           | 365 074       | 278.02   |
| FINANCIAL PACIFIC LEASING LLC          | ATTN: GARY BERGSTROM       | 3455 S 344TH WAY STE 300       |                 | AUBURN         | WA | 98001 | 12010 STATESVILLE BLVD                  | 173606        | 1.39     |
| FINANCIAL PACIFIC LEASING LLC          | ATTN: GARY BERGSTROM       | 3455 S 344TH WAY STE 300       |                 | AUBURN         | WA | 98001 | 423 N LEE ST                            | 180200        | 9.09     |
| FIORE PETER & WF                       | FIORE MARGIE               | 1144 CHERRYBROOK CT            |                 | KANNAPOLIS     | NC | 28083 | 1162 CHERRYBROOK CT                     | 140D219       | 1.81     |
| FIRCZAK SCOTT W & WF                   | FIRCZAK SUSAN M            | 625 UPRIGHT RD                 |                 | MT ULLA        | NC | 28125 | 645 UPRIGHT RD                          | 758 050       | 2,891.34 |
| FIRST BANK                             |                            | 402 N MAIN ST                  |                 | SALISBURY      | NC | 28144 | 2735 MT HOPE CHURCH RD                  | 423 295       | 2,924.63 |
| FISHER DE LOIS DAWN                    |                            | PO BOX 177                     |                 | CHINA GROVE    | NC | 28023 | 0 S MAIN ST                             | 481 026       | 2.53     |
| FISHER DE LOIS DAWN                    |                            | PO BOX 177                     |                 | CHINA GROVE    | NC | 28023 | 0 EASTOVER DR                           | 480 004       | 2.61     |
| FISHER DE LOIS DAWN                    |                            | PO BOX 177                     |                 | CHINA GROVE    | NC | 28023 | 5960 S MAIN ST                          | 481 029       | 12.29    |
| FISHER DELOIS DAWN                     |                            | PO BOX 177                     |                 | CHINA GROVE    | NC | 28023 | 5930 S MAIN ST                          | 481 056       | 4.20     |
| FLEMING JOHN DIXON JR                  |                            | 3304 WINGED FOOT DR            |                 | SALISBURY      | NC | 28144 | 3304 WINGED FOOT DR                     | 326J028       | 18.79    |
| FLEMING RICHARD DALE                   |                            | 179 MR HENRY RD                |                 | MOCKSVILLE     | NC | 27028 | 1003 N CHAPEL ST                        | 163 054000001 | 1.07     |



|                                    |                           |                               |                            |               |    |       |                               |               |          |
|------------------------------------|---------------------------|-------------------------------|----------------------------|---------------|----|-------|-------------------------------|---------------|----------|
| FORTENBERRY ANNA LEE DUNCAN        |                           | 1010 TRANQUIL CT              |                            | CHINA GROVE   | NC | 28023 | 1026 TRANQUIL CT              | 112B006       | 2.72     |
| FOSTER GRADON THOMAS & WF          | FOSTER TRILBY DIANE       | 110 CHIPPEWA TRL              |                            | CHINA GROVE   | NC | 28023 | 0 CHIPPEWA TRL                | 120 157       | 57.70    |
| FOSTER J DOUGLAS                   |                           | 5180 NC 801 HWY               |                            | WOODLEAF      | NC | 27054 | 5180 NC 801 HWY               | 822 010       | 8.00     |
| FOX THOMAS MICHAEL                 |                           | 2410 PHIFER RD                |                            | CLEVELAND     | NC | 27013 | 2410 PHIFER RD                | 726 017       | 2.38     |
| FRANKLIN POOL INC                  |                           | 150 PONDEROSA DR              |                            | SALISBURY     | NC | 28144 | 150 PONDEROSA DR              | 310 168       | 25.65    |
| FRY FORSTER B                      | GENERAL CONTRACTOR        | PO BOX 3212                   |                            | MOORESVILLE   | NC | 28117 | 0 SUNSET DR                   | 611181        | 7.30     |
| FRYE JOAN E                        |                           | 1985 NC 152 W                 |                            | CHINA GROVE   | NC | 28023 | 0 W NC 152 HWY                | 119 032       | 2.66     |
| FRYE JOAN E                        |                           | 1985 NC 152 W                 |                            | CHINA GROVE   | NC | 28023 | 1985 W NC 152 HWY             | 119 047       | 12.42    |
| FURR CAROLYN A & HS                | FURR RONNIE M             | 1020 MT HOPE CHURCH RD        |                            | SALISBURY     | NC | 28146 | 1020 MT HOPE CHURCH RD        | 416 171       | 6.13     |
| FURR TRAVIS BRENT                  |                           | 1045 BELL RIDGE CT            |                            | ROCKWELL      | NC | 28138 | 0 RICHFIELD RD                | 546 030       | 1.20     |
| FUSION SALON INC                   |                           | 1851 N US 29 HWY              |                            | SALISBURY     | NC | 28144 | 1851 N US 29 HWY              | 047 025       | 7.31     |
| GAGNIER MICHAEL JOHN               |                           | 134 GRAY BARN DR              |                            | TROUTMAN      | NC | 28166 | 102 DOGWOOD DR                | 120 101       | 6.39     |
| GALLANT STEPHEN C                  | AIRCRAFT ONLY             | 129 KINGS CREST DR            |                            | MOORESVILLE   | NC | 28117 | ROWAN COUNTY AIRPORT          | 166112        | 2.76     |
| GALLIMORE SUSAN Y                  |                           | 3307 OLD MOCKSVILLE RD        |                            | SALISBURY     | NC | 28144 | 3307 OLD MOCKSVILLE RD        | 321A040       | 2.44     |
| GALVIN JAMES B & ETAL              |                           | 9712 ALDERSGATE RD            |                            | ROCKVILLE     | MD | 20850 | 0 HOLLY AVE                   | 331 015       | 2.02     |
| GALYAN YOLANDA DE                  |                           | 216 CORRIHER HEIGHTS AVE      |                            | CHINA GROVE   | NC | 28023 | 216 CORRIHER HEIGHTS AVE      | 121A08302     | 1.86     |
| GENZMAN ENTERPRISES NC 1 LLC       |                           | 20 TWIN PONDS LN              |                            | FREMONT       | OH | 43420 | 612 PERFORMANCE RD            | 239 081       | 24.25    |
| GENZMAN ENTERPRISES OF NC II       | LLC                       | 20 TWIN PONDS LN              |                            | FREMONT       | OH | 43420 | 614 PERFORMANCE RD            | 239 082       | 23.97    |
| GEORGIU NIKOLAOS &WF               | GEORGIU MARGARET          | 902 NANCE ST                  |                            | KANNAPOLIS    | NC | 28083 | 1140 PEELER RD                | 408 006       | 1.26     |
| GIBBONS MOTORSPORTS SOUTH INC      |                           | 311 PERFORMANCE RD            |                            | MOORESVILLE   | NC | 28115 | 311 PERFORMANCE RD            | 166193        | 2.63     |
| GML AVIATION CONSULTING INC        |                           | 108 SLEEPY COVE TRL           |                            | MOORESVILLE   | NC | 28117 | MID-CAROLINA REGIONAL AIRPORT | 176653        | 1.74     |
| GML AVIATION CONSULTING INC        |                           | 108 SLEEPY COVE TRL           |                            | MOORESVILLE   | NC | 28117 | 3330 AIRPORT LOOP             | 470 001000026 | 25.48    |
| GOFORTH SERVICES & INVESTMENTS LLC |                           | 10000 MEISMER LN              |                            | ROCKWELL      | NC | 28138 | 950 LIBERTY RD                | 524 020       | 8.59     |
| GOFORTH SERVICES & INVESTMENTS LLC |                           | 10000 MESIMER LANE            |                            | ROCKWELL      | NC | 28138 | 430 GOODMAN DR                | 630A049       | 2.51     |
| GOLD HILL APARTMENTS LLC           |                           | PO BOX 395                    |                            | JAMESTOWN     | NC | 27282 | 411 GOLD HILL DR              | 176312        | 1,651.68 |
| GOLD LAW PA                        |                           | 309 W MILLBROOK RD, SUITE 171 |                            | RALEIGH       | NC | 27609 | 2925 W INNES ST               | 325 407       | 14.18    |
| GOOD YEAR                          |                           | 200 INNOVATION WAY            | DEPT 617                   | AKRON         | OH | 44316 | 1405 W JAKE ALEXANDER BLVD    | 450 037       | 361.99   |
| GOOD YEAR                          |                           | 200 INNOVATION WAY            | DEPT 617                   | AKRON         | OH | 44316 | 0 W JAKE ALEXANDER BLVD       | 450 044       | 26.63    |
| GOODMAN NORMA J                    |                           | 245 OLIVER RD                 |                            | ROCKWELL      | NC | 28138 | 245 OLIVER RD                 | 386 061       | 4.20     |
| GOODWILL INDUSTRIES OF N W         | NORTH CAROLINA INC        | 2701 UNIVERSITY PKWY          |                            | WINSTON SALEM | NC | 27105 | 1917 S MAIN ST                | 061 0480002   | 31.61    |
| GPS LAW GROUP                      |                           | 8210 UNIVERSITY EXEC PARK DR  | SUITE 240                  | CHARLOTTE     | NC | 28226 | 1228 ARDEN RD                 | 326A084       | 1,554.59 |
| GRAHAM GARY YOUNG                  |                           | 365 GRAMPIAN RD               |                            | MOUNT ULLA    | NC | 28125 | PERSONAL PROPERTY             | 109908        | 11.58    |
| GRAHAM JERRY M & WF                | GRAHAM RENAY L            | 6925 WOODLEAF RD              |                            | WOODLEAF      | NC | 27054 | 0 WOODLEAF RD                 | 824 067       | 1.08     |
| GRAY CHRISTOPHER SCOTT & WF        | GRAY LUCINDA LAZENBY      | 11319 EASTFIELD RD            |                            | HUNTERSVILLE  | NC | 28078 | 2530 RITCHIE RD               | 236A075       | 4.67     |
| GRAY JOHN LINDSEY & WF             | GRAY PECOLIA P            | 4120 RIVER SHORE RD           |                            | PORTSMOUTH    | VA | 23703 | 0 HART RD                     | 804 006       | 1.84     |
| GRAY TINA M                        |                           | 7980 WOODLEAF RD LOT 6        |                            | WOODLEAF      | NC | 27054 | 8020 WOODLEAF RD              | 813 024       | 15.76    |
| GRAY TINA MYERS                    |                           | 7980 WOODLEAF RD TRLR 6       |                            | WOODLEAF      | NC | 27054 | PERSONAL PROPERTY             | 176525        | 1.80     |
| GRAY'S PALLETS LLC                 |                           | 10117 RIVENDELL LN            |                            | CHARLOTTE     | NC | 28269 | 420 MILDRED ST                | 017 06501     | 49.53    |
| GREEN RAMIE G & HUS                | GREEN BOBBY L JR          | 130 CRUSE LN                  |                            | SALISBURY     | NC | 28146 | 130 CRUSE LN                  | 418 076       | 6.14     |
| GREENE JAMES KENNETH JR            |                           | 685 WHITE CRANE RD            |                            | SALISBURY     | NC | 28146 | 685 WHITE CRANE RD            | 611 049       | 9.95     |
| GREENING BRIAN S & SP              | GREENING VICKI L          | 311 TANGLEWOOD DR             |                            | KANNAPOLIS    | NC | 28081 | 311 TANGLEWOOD DR             | 249B159       | 15.92    |
| GRIER DORETHA                      |                           | 452 DRESDEN PL SW             |                            | CONCORD       | NC | 28025 | 601 E 23RD ST                 | 161 190       | 17.96    |
| GRIZZARD JAMES M & WF              | GRIZZARD MARY K           | 323 SNOWSHOE LN               |                            | DURANGO       | CO | 81301 | 430 CHAFFIN RD                | 707 007       | 5.90     |
| GRIZZARD JAMES M & WF              | GRIZZARD MARY K           | 323 SNOWSHOE LN               |                            | DURANGO       | CO | 81301 | CHAFFIN RD                    | 707 066       | 7.33     |
| GRIZZARD JAMES M & WF              | GRIZZARD MARY K           | 323 SNOWSHOE LN               |                            | DURANGO       | CO | 81301 | 1135 CHAFFIN RD               | 707 067       | 8.81     |
| GSD SITE SERVICES LLC              |                           | 1275 SHINN FARM RD            |                            | MOORESVILLE   | NC | 28115 | 1275 SHINN FARM RD            | 180010        | 28.22    |
| H M ELLIOTT INC                    | CUSTOM PRECISION COATINGS | 387 PITT RD                   |                            | MOORESVILLE   | NC | 28115 | 387 PIT RD                    | 166392        | 10.06    |
| HAFF RICHARD &WF                   | HAFF KELLIE GRAY          | 3797 DAUGHERTY RD             |                            | CHINA GROVE   | NC | 28023 | 3797 DAUGHERTY RD             | 424 033       | 13.55    |
| HAIRE FRED WAYNE & WF              | HAIRE JUDY K              | 320 ALLMAN RD                 |                            | MOORESVILLE   | NC | 28115 | 0 ALLMAN RD                   | 232 110       | 6.95     |
| HAIRE JUDY KARRIKER                |                           | 320 ALLMAN RD                 |                            | MOORESVILLE   | NC | 28115 | 170 ALLMAN RD                 | 232 016       | 5.36     |
| HAIRSTON BEVERLY LEE               |                           | 1040 LEGION CLUB RD           |                            | SALISBURY     | NC | 28146 | 1040 LEGION CLUB RD           | 353A166       | 1.39     |
| HALL DEANN MARIE                   |                           | 310 BOATING TER               |                            | SALISBURY     | NC | 28146 | 310 BOATING TER               | 500B496       | 8.03     |
| HALL RONNIE DEE                    | HALL LONNIE L REP PAYEE   | 2095 STIREWALT RD             |                            | CHINA GROVE   | NC | 28023 | 307 NORTHDAL AVE              | 245B114       | 1.37     |
| HANDS LAW OFFICE PLLC              |                           | 3558 N DAVIDSON ST            |                            | CHARLOTTE     | NC | 28205 | 311 BUFORD DR                 | 129D030       | 1,673.02 |
| HANKIN PACK                        |                           | 5955 CARNEGIE BLVD            | SUITE 350                  | CHARLOTTE     | NC | 28209 | 2509 SCOTT ST                 | 145A176       | 1,639.60 |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | STE 350                    | CHARLOTTE     | NC | 28027 | 110 GRAY HAWK DR              | 372D001       | 22.60    |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | SUITE 350                  | CHARLOTTE     | NC | 28209 | 817 ALTA WAY                  | 154B030       | 2,522.10 |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD STE 350    |                            | CHARLOTTE     | NC | 28209 | 0 W A ST                      | 148 265       | 1.95     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | STE 350                    | CHARLOTTE     | NC | 28209 | 0 W A ST                      | 148 266       | 2.05     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | STE 350                    | CHARLOTTE     | NC | 28209 | 0 W A ST                      | 148 267       | 2.05     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD, SUITE 350 |                            | CHARLOTTE     | NC | 28209 | 509 HARREL ST                 | 068A006       | 5.52     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD.,SUITE 350 |                            | CHARLOTTE     | NC | 28209 | 2020 TOWNVIEW DR              | 2.49E+89      | 6.78     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | SUITE 350                  | CHARLOTTE     | NC | 28209 | 510 BROOK CIR                 | 334C150       | 7.64     |
| HANKINPACK                         |                           | 5955 CARNEGIE BLVD            | STE 350                    | CHARLOTTE     | NC | 28209 | 323 W CORRIHER AVE            | 001 121       | 16.72    |
| HANSON JONATHAN & SPOUSE           | HANSON ANNIE              | 127 GOLDEN VALLEY DR          |                            | MOORESVILLE   | NC | 28115 | CENTENARY CHURCH RD           | 572 058       | 1.86     |
| HARE KRISHNA HOTELS INC            | ECONOLOGDE                | ATTN VINOD PATEL              | 1328 JAKE ALEXANDER BLVD S | SALISBURY     | NC | 28146 | 1328 JAKE ALEXANDER BLVD S    | 166469        | 8.27     |
| HARKEY CLYDE HOWARD JR &           | HARKEY NANCY H TRUSTEES   | 1902 THIRD CREEK CHURCH RD    |                            | CLEVELAND     | NC | 27013 | 1902 THIRD CREEK CHURCH RD    | 257 042       | 3,520.73 |
| HARKEY JEFFERY CLARK               | HARKEY JANET L            | 1010 CHINA GROVE RD           |                            | CHINA GROVE   | NC | 28023 | 1010 CHINA GROVE RD           | 134 116       | 3.79     |
| HARRINGTON PAMELA C                |                           | 5440 WINCHESTER DR            |                            | CONCORD       | NC | 28027 | 215 CLEARFIELD DR             | 243A078       | 6.67     |
| HARRIS JOHN W & WF                 | HARRIS HELEN C            | 179 AUTUMN FROST AVE          |                            | STATESVILLE   | NC | 28677 | 0 WILL BLACK RD               | 305 008       | 2.06     |
| HARRY MARSH LAW                    | CAVIN PATRICIA F          | 1320 MATTHEWS-MINT HILL RD    |                            | MATTHEWS      | NC | 28105 | 0 ABBY LN                     | 243 027       | 2.91     |



|                                   |                           |                              |                           |                  |    |       |                         |           |          |
|-----------------------------------|---------------------------|------------------------------|---------------------------|------------------|----|-------|-------------------------|-----------|----------|
| HARRY MARSH LAW                   | 24 HOUR TITLE             | 1320 MATTHEWS-MINT HILL RD.  |                           | MATTHEWS         | NC | 28105 | 616 GREEN ST            | 016 260   | 10.49    |
| HARTSOE CHRISTOPHER E &           | SELLERS KATHRYN R         | NC PROPERTY IOLTA ACCOUNT    | 5716 CORSA AVE., STE. 102 | WESTLAKE VILLAGE | CA | 91362 | 414 MORLAN PARK RD      | 065 076   | 1,994.85 |
| HASKETT ROBERT &WF                | HASKETT PATRICIA          | 1660 MT ULLA HWY             |                           | MT ULLA          | NC | 28125 | 0 NC 801 HWY            | 564 042   | 1.87     |
| HATLEY SCOTT & WF                 | HATLEY CAROL M            | 255 MAPLE LEAF RD            |                           | ROCKWELL         | NC | 28138 | 255 MAPLE LEAF RD       | 377 018   | 6.17     |
| HAYNES LARRY STEWART              |                           | 365 PAIGE DR                 |                           | SALISBURY        | NC | 28147 | 365 PAIGE DR            | 209 142   | 4.58     |
| HAYWOOD BARRY W &WF               | HAYWOOD MARIANNE L        | 155 BEVERLY LN               |                           | CHINA GROVE      | NC | 28023 | 155 BEVERLY LN          | 131 197   | 1,436.37 |
| HELLARD DENNIS JAMES              |                           | 270 MELODYBROOK CIR          |                           | WOODLEAF         | NC | 27054 | 270 MELODYBROOK CIR     | 819A043   | 3.20     |
| HELMS KATHLEEN                    | STARNES JEFFREY           | 2401 KRISTEN LN              |                           | KANNAPOLIS       | NC | 28083 | PERSONAL PROPERTY       | 172162    | 1.02     |
| HENRIQUES JOHN A                  |                           | 82 MEADOW ST                 |                           | GARDEN CITY      | NY | 11530 | 514 N LONG ST           | 028 135   | 3.64     |
| HENRY TONY                        |                           | 735 HANCOCK ST               |                           | BROOKLYN         | NY | 11233 | 0 HALL ST               | 029 048   | 108.65   |
| HERRERA EVERADO TELLO ETAL        |                           | 614 W ROUND ST               |                           | LANDIS           | NC | 28088 | 614 W ROUND ST          | 131A03502 | 4.56     |
| HESS MICHELLE ANN                 |                           | 2335 JAKE ALEXANDER BLVD S   |                           | SALISBURY        | NC | 28146 | PERSONAL PROPERTY       | 179110    | 18.65    |
| HICKS BILLY R & WF                | HICKS TAMMY               | 809 CRANE CREEK RD           |                           | SALISBURY        | NC | 28146 | 809 CRANE CREEK RD      | 058 206   | 2,005.98 |
| HIGHER GROUNDS CHRISTIAN          | MINISTRIES INC            | PO BOX 2142                  |                           | SALISBURY        | NC | 28145 | 1308 N LEE ST           | 030 145   | 1.38     |
| HILL BARBARA S                    |                           | 130 EASTVILLE DR             |                           | SALISBURY        | NC | 28146 | 130 EASTVILLE DR        | 356A01501 | 2.79     |
| HILL BONNIE HUTCHINS              | HILL JAMES THOMAS         | 330 MONTROSE RD              |                           | GOLD HILL        | NC | 28071 | 330 MONTROSE RD         | 511 063   | 4.42     |
| HILL RANDY GEORGE                 |                           | 120 EASTVILLE DR             |                           | SALISBURY        | NC | 28146 | 120 EASTVILLE DR        | 356A015   | 2.86     |
| HINCEMAN WANDA                    |                           | 975 OLD STONE HOUSE RD       |                           | SALISBURY        | NC | 28146 | 975 OLD STONE HOUSE RD  | 609 006   | 7.65     |
| HINSON FAULK PA                   | REAL ESTATE TRUST ACCOUNT | 403 GILEAD RD                | SUITE J                   | HUNTERSVILLE     | NC | 28078 | 0 FRATERNITY ROW        | 154F001   | 3.72     |
| HINSON SUSIE MCINTOSH             |                           | 364 DAVIS FARM RD            |                           | SALISBURY        | NC | 28147 | 0 KEPLY RD              | 313 059   | 1.74     |
| HINSON SUSIE MCINTOSH             |                           | 364 DAVIS FARM RD            |                           | SALISBURY        | NC | 28147 | 2308B AIRPORT RD        | 463B064   | 6.07     |
| HOARD LAW P C                     | IOLTA ACCOUNT             | 6000 FAIRVIEW RD STE 1200    |                           | CHARLOTTE        | NC | 28210 | 1664 AMBERLIGHT CIR     | 325I067   | 2.85     |
| HOBBS MARK L                      | BY LUKE K HOBBS           | 204 CLEAR CREEK LN           |                           | MOORESVILLE      | NC | 28115 | 204 CLEAR CREEK LN      | 228B081   | 1.46     |
| HOBEN JOSEPH PATRICK &WF          | HOBEN HARRIET BEATY       | 1480 SELLS RD                |                           | SALISBURY        | NC | 28144 | 1480 SELLS RD           | 320 258   | 8.75     |
| HOBEN PAUL M &WF                  | HOBEN LAUREN W            | 309 LAUREL VALLEY WAY        |                           | SALISBURY        | NC | 28144 | 206 E FISHER ST         | 010D015   | 9.01     |
| HOCHSTETLER TIMOTHY A & WF        | HOCHSTETLER RACHEL M      | 1010 WILL BLACK RD           |                           | SALISBURY        | NC | 28147 | 1092 WILL BLACK RD      | 303 048   | 3.99     |
| HOFFMAN JUDY E                    |                           | 125 HOFFMAN LANE             |                           | SALISBURY        | NC | 28147 | 0 HOFFMAN LN            | 305 066   | 7.97     |
| HOFFMAN JUDY E                    |                           | 125 HOFFMAN LN               |                           | SALISBURY        | NC | 28147 | 125 HOFFMAN LN          | 305 071   | 10.90    |
| HOLLAR JERRY L SR &WF             | HOLLAR GERALDINE H        | 725 TIMBERLANE TRL           |                           | SALISBURY        | NC | 28147 | 725 TIMBERLANE TR       | 462 090   | 13.72    |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 NORTH ST              | 028 122   | 1.06     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 SHAVER ST             | 028 126   | 1.12     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 NORTH ST              | 028 127   | 1.06     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 NORTH ST              | 028 128   | 1.06     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 NORTH ST              | 028 129   | 1.06     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 629 N LONG ST           | 166678    | 2.20     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 300 E HENDERSON ST      | 011 318A  | 35.35    |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 200 KLUMAC RD           | 017 008   | 56.76    |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 0 NORTH ST              | 028 130   | 1.57     |
| HOLMES IRON & METAL INC           |                           | PO BOX 460                   |                           | EAST SPENCER     | NC | 28039 | 516 N LONG ST           | 028 136   | 11.41    |
| HOLT WILLIAM CLINTON JR & WF      | HOLT MARIE B              | 1455 RIBELIN RD              |                           | SALISBURY        | NC | 28146 | 1455 RIBELIN RD         | 508 031   | 5.40     |
| HONEYCUTT WANDA C                 |                           | 313 DAYBROOK DR              |                           | LANDIS           | NC | 28088 | 313 DAYBROOK DR         | 109 191   | 7.90     |
| HOPKINS JOHN D                    |                           | 439 BRIDGEWATER CT           |                           | MARY ESTHER      | FL | 32569 | 323 W COUNCIL ST        | 010 099   | 6.92     |
| HOPKINS JOSEPH ELROY & WF         | HOPKINS ELEANOR DANNETTE  | 3900 NEW HAVEN DR            |                           | BOWIE            | MD | 20716 | 480 MT HALL RD          | 269 027   | 2.46     |
| HOPPER TIMOTHY ALAN & WF          | HOPPER MORINE TROUTMAN    | 403 IDLEWOOD DR              |                           | SALISBURY        | NC | 28144 | 403 IDLEWOOD DR         | 325B095   | 18.40    |
| HORNE SAMMY R & WF                | HORNE SHIRLEY C           | 140 HARMONY LN               |                           | CHINA GROVE      | NC | 28023 | 140 HARMONY LN          | 131 291   | 3.79     |
| HOWARD PRISCILLA                  |                           | 1401 W A ST                  |                           | KANNAPOLIS       | NC | 28081 | 1401 W A ST             | 153 035   | 6.87     |
| HOWARD S IRVIN, PA                |                           | PO BOX 198                   |                           | CONCORD          | NC | 28026 | 0 GLOVER RD             | 414 042   | 1.59     |
| HOWDYSHILL WILLIAM ROY JR         |                           | 708 CHINA GROVE RD           |                           | KANNAPOLIS       | NC | 28083 | PERSONAL PROPERTY       | 172838    | 125.36   |
| HUDSON DENNIS PAUL & WF           | HUDSON TAMMY HYDE         | 907 PEE DEE AVE              |                           | ALBEMARLE        | NC | 28001 | 1130 BROWN RD           | 112 027   | 134.24   |
| HUNEYCUTT LAW, PLLC               |                           | PO BOX 309                   |                           | LOCUST           | NC | 28097 | 325 CRAWFORD RD         | 602 083   | 19.94    |
| HUNTER & CHANDLER LAW GROUP, PLLC |                           | 10800 SIKES PLACE, SUITE 105 |                           | CHARLOTTE        | NC | 28277 | 700 S FULTON ST         | 015 044   | 28.52    |
| HUNTER ANITA A.                   |                           | 290 SHANNON BEAR DR          |                           | SALISBURY        | NC | 28146 | 222 SHANNON BEAR DR     | 414 115   | 1.45     |
| HUTTO DONALD B & SPOUSE           | HUTTO JODI B              | 179 PINE VALLEY DR           |                           | STANLEY          | NC | 28164 | 1060 ROGUE CT           | 2494037   | 5.23     |
| IDDINGS YVONNE DEMOISE            | IDDINGS KENNETH PAUL      | 935 CORRIHER SPRINGS RD      |                           | CHINA GROVE      | NC | 28023 | 935 CORRIHER SPRINGS RD | 226 060   | 6.86     |
| INGRAM WAYNE ALAN                 |                           | 72 GOODMAN DR                |                           | SALISBURY        | NC | 28147 | 72 GOODMAN DR           | 463A054   | 73.73    |
| INTERTAPE POLYMER WOVEN USA INC   |                           | 1800 E PLEASANT ST           |                           | SPRINGFIELD      | OH | 45505 | 3725 FAITH RD           | 412 01302 | 90.30    |
| IRON MASTERS LLC                  | C/O LISA KAWYN            | 322 JEAN PLACE CT            |                           | MATTHEWS         | NC | 28104 | 1715 N CANNON BLVD      | 159 178   | 32.16    |
| IRWIN CONSTRUCTION                |                           | 207 E 10TH ST                |                           | KANNAPOLIS       | NC | 28083 | 0 BARNHARDT AVE         | 150 240   | 4.04     |
| IVESTER DRYWALL & PAINTING INC    |                           | 201 FAIRSON AVE              |                           | SALISBURY        | NC | 28144 | 201 FAIRSON AVE         | 179915    | 3.01     |
| IVESTOR DRYWALL & PAINTING INC    |                           | 201 FAIRSON AVE              |                           | SALISBURY        | NC | 28144 | 201 FAIRSON AVE         | 021 091   | 36.16    |
| J & B WOODCRAFTS                  | KAUFFMAN LINDA M          | 6270 FOSTER RD               |                           | WOODLEAF         | NC | 27054 | 6270 FOSTER RD          | 710 006   | 33.00    |
| J & S FARM LLC                    |                           | 3875 S RIVER CHURCH RD       |                           | WOODLEAF         | NC | 27054 | 6226 FOSTER RD          | 710 020   | 2.44     |
| J G CONSTRUCTION LLC OF NC        | GINGERICH LORENE R        | 380 E RIDGE RD               |                           | SALISBURY        | NC | 28144 | 380 E RIDGE RD          | 310B023   | 8.28     |
| J NEWTON COHEN INC                | ATTN THOMAS M COHEN       | 301 JAKE ALEXANDER BLVD S    |                           | SALISBURY        | NC | 28147 | 301 JAKE ALEXANDER BLVD | 166922    | 5.20     |
| JACKSON EDITH W                   |                           | 735 GRACE CHURCH RD          |                           | SALISBURY        | NC | 28147 | 725 GRACE CHURCH RD     | 477 040   | 8.51     |
| JACKSON EDITH W                   |                           | 735 GRACE CHURCH RD          |                           | SALISBURY        | NC | 28147 | 0 MORGAN RD             | 520 002   | 4.27     |
| JACKSON GREGORY SCOT              |                           | 523 DEAN DR                  |                           | LAURENS          | SC | 29360 | 760 LAKEVIEW RD         | 453 081   | 10.07    |
| JAMES CHARLES RAY & WF            | JAMES SHIRLEY ANN         | 704 DIVISION ST              |                           | ROCKWELL         | NC | 28138 | 704 DIVISION AVE        | 362 024C  | 9.93     |
| JAYKISHAN HOTELS INC              | % DAYS INN                | 2272 BRACKENVILLE RD         |                           | HOCKESSIN        | DE | 19707 | 321 BENDIX DR           | 166962    | 16.63    |
| JAYKISHAN HOTELS INC              | % DAYS INN                | 2272 BRACKENVILLE RD         |                           | HOCKESSIN        | DE | 19707 | 321 BENDIX DR           | 059 109   | 193.70   |
| JB PROPERTIES                     |                           | 1216 S. MAIN ST              |                           | KANNAPOLIS       | NC | 28081 | 0 BARNHARDT RD          | 221A076   | 1.01     |



|                                     |                              |                            |         |                |    |       |                               |           |          |
|-------------------------------------|------------------------------|----------------------------|---------|----------------|----|-------|-------------------------------|-----------|----------|
| JDL HOMES INC                       |                              | 281 BAR LINK RD            |         | MOUNT PLEASANT | NC | 28124 | 1245 W C ST                   | 142A142   | 14.97    |
| JITER CORPORATION                   | C/O ROBIN WILSON             | PO BOX 286                 |         | ELKTON         | FL | 32033 | 2408 MOOSE RD                 | 145 074   | 16.54    |
| JITER CORPORATION                   | C/O ROBIN WILSON             | PO BOX 286                 |         | ELKTON         | FL | 32033 | 2410 MOOSE RD                 | 145 212   | 16.10    |
| JLJ LLC                             |                              | 11 LAWTON LANE             |         | SALISBURY      | NC | 28144 | 1819 E INNES ST               | 071A001   | 48.34    |
| JLJ LLC                             |                              | 11 LAWTON LANE             |         | SALISBURY      | NC | 28144 | 1819 E INNES ST               | 071A003   | 13.54    |
| JOHNSON LAURA J                     |                              | 2820 GREENLEAF RD          |         | CLOVER         | SC | 29710 | 0 LENTZ RD                    | 127 075   | 8.19     |
| JOHNSON MICHAEL SCOTT               |                              | 1011 GOLDEN EAGLE DR       |         | CHINA GROVE    | NC | 28023 | 1011 GOLDEN EAGLE DR          | 222A018   | 7.31     |
| JOHNSTONEFARMS LLC                  | JOHNSTONE KELLY NICOLE       | 1144 FOREST OAKS DR        |         | SALISBURY      | NC | 28146 | 0 KLUTTZ RD                   | 355 033   | 14.43    |
| JONES BOBBY JOE & WF                | JONES JEAN B                 | 7460 BRINGLE FERRY RD      |         | SALISBURY      | NC | 28146 | 0 BRINGLE FERRY RD            | 643 092   | 2.24     |
| JONES BRENDA BRAY                   |                              | 280 BACK CREEK CHURCH RD   |         | MOUNT ULLA     | NC | 28125 | PERSONAL PROPERTY             | 119872    | 1.06     |
| JONES GARLAND                       |                              | 3518 N LAKESHORE DR        |         | CLEMMONS       | NC | 27012 | 350 MT HALL RD                | 269 028   | 2.74     |
| JONES VERNON DEWAYNE                |                              | 2214 BRIGHAM RD            |         | GREENSBORO     | NC | 27409 | 4925 FOSTER RD                | 709 025   | 4.55     |
| JONES VERNON DEWAYNE &              | JONES VARNETTE LYNN TRUSTEES | 2214 BRIGHAM RD            |         | GREENSBORO     | NC | 27409 | 4953 FOSTER RD                | 709 138   | 2.00     |
| JORDAN SOLOMON                      |                              | 304 EAST 21ST ST           |         | KANNAPOLIS     | NC | 28083 | 304 E 21ST ST                 | 161 120   | 1,078.21 |
| KALOGEROMITROS HRISOSTOMAS          |                              | 123 TRAPPERS RIDGE DR      |         | ROCKWELL       | NC | 28138 | 123 TRAPPERS RIDGE DR         | 357E326   | 27.25    |
| KANNAPOLIS SPRINKLER CO INC         | %MR RONALD E WILHELM         | PO BOX 8105                |         | LANDIS         | NC | 28088 | 913 SPRINKLER DR              | 167099    | 17.77    |
| KATHY & ROGER MYERS                 |                              | 6824 MCPHERSON CLAY RD     |         | LIBERTY        | NC | 27298 | 1810 ENON CHURCH RD           | 329 385   | 7.53     |
| KAYLOR RICHARD DELANO SR DBA        | R & R PUMPING SERVICE        | 1933 MICHELLE DR           |         | KANNAPOLIS     | NC | 28083 | 1933 MICHELLE DR              | 167112    | 2.34     |
| KEENER COMMUNICATIONS LLC           |                              | 930 PEBBLE POINT RD        |         | SALISBURY      | NC | 28146 | 0 KERN CARLTON RD             | 603 043   | 1.45     |
| KEENER COMMUNICATIONS LLC           |                              | 930 PEBBLE POINT RD        |         | SALISBURY      | NC | 28146 | 930 PEBBLE POINT RD           | 606D014   | 44.74    |
| KEENER COMMUNICATIONS LLC           | KEENER DONNA                 | 930 PEBBLE POINTE RD       |         | SALISBURY      | NC | 28146 | 3435 LONG FERRY RD            | 605 003   | 11.92    |
| KEENER COMMUNICATIONS LLC           |                              | 930 PEBBLE POINTE RD       |         | SALISBURY      | NC | 28146 | 3441 LONG FERRY RD            | 605 096   | 3.22     |
| KEENER COMMUNICATIONS LLC           | DBA KEENER TREE SERVICE      | 930 PEBBLE POINT RD        |         | SALISBURY      | NC | 28146 | 930 PEBBLE POINT RD           | 179226    | 12.50    |
| KEITH-PERRY LLC                     |                              | PO BOX 20250               |         | RALEIGH        | NC | 27619 | 523 N ELLIS ST                | 006 386   | 22.18    |
| KENNEDY BRADLEY A                   |                              | 355 MCINTYRE LN            |         | WOODLEAF       | NC | 27054 | 355 MCINTYRE LN               | 808 035   | 10.09    |
| KENT DEVELOPMENT CORP               |                              | 909 S MAIN ST STE 101      |         | SALISBURY      | NC | 28144 | 401 HEILIG AVE                | 014 103   | 12.00    |
| KENT DEVELOPMENT CORP               |                              | 909 S MAIN ST STE 101      |         | SALISBURY      | NC | 28144 | 0 S MAIN ST                   | 015 419   | 5.51     |
| KENT DEVELOPMENT CORP               |                              | 909 S MAIN ST STE 101      |         | SALISBURY      | NC | 28144 | 115 CRAWFORD ST               | 015 421   | 3.02     |
| KENTS DEVELOPMENT CORPORATION       |                              | 909 S MAIN ST STE 102      |         | SALISBURY      | NC | 28144 | 207 E 21ST ST                 | 161 083   | 2.25     |
| KEPLEY BILLY M                      |                              | 1109 ROSS MEADOWS DR       |         | ROCKWELL       | NC | 28138 | 1109 ROSS MEADOWS DR          | 438A031   | 3.70     |
| KEPLEY CONSTRUCTION CO OF SALISBURY |                              | 2570 SHERRILLS FORD RD     |         | SALISBURY      | NC | 28147 | 1655 MAJOLICA RD              | 451 055   | 1,523.54 |
| KEPLEY KAY OVERCASH &               | FREEMAN BRENDA OVERCASH      | 2040 SOUTH RIVER CHURCH RD |         | WOODLEAF       | NC | 27054 | 0 SOUTH RIVER CHURCH RD       | 705 008   | 56.21    |
| KETCHIE JOYCE HOLSHOUSER            | KETCHIE DALE WAYNE           | 1223 S MAIN ST             |         | SALISBURY      | NC | 28146 | 1217 S MAIN ST                | 628 004   | 4.44     |
| KIMBALL JOHN THOMAS                 |                              | 1315 UNION CHURCH RD       |         | SALISBURY      | NC | 28146 | 1120 PANTHER POINT RD         | 504 006   | 11.25    |
| KISER DEVELOPMENT COMPANY           |                              | 155 EDINBURG DR            |         | KANNAPOLIS     | NC | 28083 | 0 STOKES ST                   | 118B122   | 2.34     |
| KISER DEVELOPMENT COMPANY           |                              | 155 EDINBURG DR            |         | KANNAPOLIS     | NC | 28083 | 392 W STOKES ST               | 118B112   | 4.63     |
| KLUTTZ EVAN WENDELL TRUSTEE         |                              | 3625 ABBEY HILL LN         |         | CHARLOTTE      | NC | 28210 | 107 N WALNUT ST               | 351 02002 | 22.36    |
| KLUTTZ EVAN WENDELL TRUSTEE         |                              | 3625 ABBEY HILL LN         |         | CHARLOTTE      | NC | 28210 | 307 KLUTTZ ST                 | 351 072   | 8.00     |
| KLUTTZ EVAN WENDELL TRUSTEE         | KLUTTZ STEPHANIE B           | 3625 ABBEY HILL LN         |         | CHARLOTTE      | NC | 28210 | 0 KLUTTZ RD                   | 351 075   | 1.71     |
| KLUTTZ EVAN WENDELL TRUSTEE         | KLUTTZ STEPHANIE B           | 3625 ABBEY HILL LN         |         | CHARLOTTE      | NC | 28210 | 0 W BANK ST                   | 351 099   | 2.01     |
| KLUTTZ EVAN WENDELL TRUSTEE         |                              | 3625 ABBEY HILL LN         |         | CHARLOTTE      | NC | 28210 | 316 W BANK ST                 | 351 119   | 14.09    |
| KLUTTZ H CHARLES & WF               | KLUTTZ KELLY S               | 516 MINING AVE             |         | SALISBURY      | NC | 28147 | 0 MINING AVE                  | 461A002   | 1.11     |
| KLUTTZ MARTIN W                     | HAULING & LAWN CARE          | 1820 KLUTTZ RD             |         | SALISBURY      | NC | 28146 | 1788 KLUTTZ RD                | 355 122   | 2.40     |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR BS  |         | CORNELIUS      | NC | 28031 | 1004 POPLAR AVE               | 149 030   | 145.30   |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR BS     |         | CORNELIUS      | NC | 28031 | 5960 S MAIN ST                | 481 028   | 5.32     |
| KNIPP LAW OFFICE PLLC               | IOLTA ACCOUNT                | 8221 VILLAGE HARBOR DR BS  |         | CORNELIUS      | NC | 28031 | 904 TAYLOR ST                 | 151 075   | 11.33    |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR BS  |         | CORNELIUS      | NC | 28031 | 551 STARNES FARM RD           | 248 018   | 1,660.32 |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR     |         | CORNELIUS      | NC | 28031 | 300 GRANNYS PL                | 803 088   | 680.23   |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR BS  |         | CORNELIUS      | NC | 28031 | 229 GOLD HILL DR              | 069 02901 | 1,767.76 |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR     |         | CORNELIUS      | NC | 28031 | 1045 SHUE RD                  | 114A03501 | 9.28     |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR     |         | CORNELIUS      | NC | 28031 | 504 SAWTOOTH OAK DR           | 129F026   | 17.38    |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR     |         | CORNELIUS      | NC | 28031 | 608 AMESBURY DR               | 558A018   | 4,512.00 |
| KNIPP LAW OFFICE PLLC               |                              | 8221 VILLAGE HARBOR DR     |         | CORNELIUS      | NC | 28031 | 2242 KENWOOD DR               | 245D322   | 1,018.52 |
| KNIPP LAW OFFICE PLLC               |                              | 221 VILLAGE HARBOR DR BS   |         | CORNELIUS      | NC | 28031 | 675 ADRIAN RD                 | 632A035   | 36.27    |
| KNOX CONTRUSTION INC                |                              | 9 DOGWOOD RD               |         | SALISBURY      | NC | 28144 | PERSONAL PROPERTY             | 123107    | 1.51     |
| KNOX CONTRUSTION INC                |                              | 9 DOGWOOD RD               |         | SALISBURY      | NC | 28144 | 0 CARLYLE KNOX RD             | 567 013   | 10.58    |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 0 KNOX RD                     | 279 010   | 4.71     |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 0 KNOX RD                     | 279 013   | 5.60     |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 0 KNOX RD                     | 279 020   | 3.36     |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 3485 AMITY HILL RD            | 280 011   | 45.53    |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 0 KNOX RD                     | 262 034   | 3.67     |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 3485 AMITY HILL RD            | 167250    | 1.27     |
| KNOX GRAIN FARMS                    |                              | 3485 AMITY HILL RD         |         | CLEVELAND      | NC | 27013 | 3485 AMITY HILL RD            | 167252    | 40.69    |
| KONTEK INDUSTRIES INC               | AIRPLANE LISTING ONLY        | 805 MCCOMBS AVE            |         | KANNAPOLIS     | NC | 28083 | MID-CAROLINA REGIONAL AIRPORT | 176309    | 172.12   |
| KRETZER SYDNEY LYNN                 |                              | 830 JACKSON RD             |         | SALISBURY      | NC | 28146 | 830 JACKSON RD                | 421 186   | 4.81     |
| KST COURIER LLC                     | MINERAN ANDREA R             | 1105 WOODSIDE DR           |         | SALISBURY      | NC | 28146 | 1105 WOODSIDE DR              | 354B154   | 17.40    |
| KST COURIER LLC                     |                              | 1105 WOODSIDE DR           |         | SALISBURY      | NC | 28146 | 0 BROWN ACRES RD              | 623 057   | 2.36     |
| LANGOFRD GENERA &HUS                |                              | PO BOX 284                 |         | PISGAH FOREST  | NC | 28768 | 720 N CHAPEL ST               | 163 076   | 2.07     |
| LASSITER & LASSITER-ATTY            |                              | PO BOX 548                 |         | STATESVILLE    | NC | 28687 | 1560 RAINEY RD                | 356 128   | 6.15     |
| LAUDER KENNETH LEIGH                |                              | 1540 SLOAN RD              |         | MOUNT ULLA     | NC | 28125 | 1540 SLOAN RD                 | 771 023   | 9.17     |
| LAW FIRM CAROLINAS                  | IOLTA ACCOUNT                | 3623 N ELM ST              | STE 200 | GREENSBORO     | GA | 27455 | 1116 SILVERTRACE DR           | 3251161   | 62.59    |



|                                           |                          |                             |                          |                |    |       |                           |                |          |
|-------------------------------------------|--------------------------|-----------------------------|--------------------------|----------------|----|-------|---------------------------|----------------|----------|
| LAW FIRM CAROLINAS                        | IOLTA ACCOUNT            | 3626 N ELM ST               | STE 200                  | GREENSBORO     | GA | 27455 | 1096 SILVERTRACE DR       | 325I163        | 62.59    |
| LAW FIRM CAROLINAS                        | IOLTA ACCOUNT            | 3623 N ELM ST               | STE 200                  | GREENSBORO     | GA | 27455 | 1425 AMBERLIGHT CIR       | 325I049        | 62.90    |
| LAW FIRM CAROLINAS                        | IOLTA ACCOUNT            | 3623 N ELM ST               | STE 200                  | GREENSBORO     | GA | 27455 | 1431 AMBERLIGHT CIR       | 325I050        | 62.90    |
| LAW FIRM CAROLINAS                        | IOLTA ACCOUNT            | 3623 N ELM ST               | STE 200                  | GREENSBORO     | GA | 27455 | 1501 AMBERLIGHT CIR       | 325I056        | 62.90    |
| LAW OFFI                                  |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 1115 MT MORIAH CHURCH RD  | 130 205        | 8.16     |
| LAW OFFICE OF ANTHONY S PRIVETTE PLLC     |                          | 3475 E BROAD ST B5          |                          | STATESVILLE    | NC | 28625 | 0 IRBY LN                 | 617 171        | 242.08   |
| LAW OFFICE OF KEVIN LINK                  | NC IOLTA                 | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 0 HAMBY WAY               | 477 014        | 759.12   |
| LAW OFFICE OF REGINALD K SMITH            |                          | PO BOX 24                   | 1910 DALE EARNHARDT BLVD | KANNAPOLIS     | NC | 28083 | 150 KENWORTH LN           | 139 005        | 7.71     |
| LAW OFFICE OF REGINALD K SMITH            |                          | PO BOX 24                   | 1910 DALE EARNHARDT BLVD | KANNAPOLIS     | NC | 28083 | 104 N CENTRAL AVE         | 109 001        | 9.62     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCONRD       | NC | 28025 | 0 MT MORIAH CHURCH RD     | 130 3630000002 | 107.17   |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 409 E 23RD ST             | 161 233        | 1,152.17 |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 0 W LIMITS ST             | 107 222        | 1.24     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 0 KIMBALL RD              | 119 082        | 2.60     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 411 N CHAPEL ST           | 107 210        | 4.55     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 513 SUNSET POINTE DR      | 606H049        | 1.14     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 1360 MT MORIAH CHURCH RD  | 130 3630000001 | 1,676.66 |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 943 FAIRMONT AVE          | 013 054        | 1,626.42 |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 1225 LAUREL ST            | 012A010        | 2.85     |
| LAW OFFICES OF KEVIN C. LINK PC           |                          | 1 BUFFALO AVE NW SUITE 3305 |                          | CONCORD        | NC | 28025 | 413 TOWN ST               | 109 161        | 6.09     |
| LEAR JOSEPH WAYNE TRUSTEE OR              | LEAR SHELIA JEAN TRUSTEE | 750 CORINTH CHURCH RD       |                          | MOORESVILLE    | NC | 28115 | 750 CORINTH CHURCH RD     | 232 055        | 8.55     |
| LEFKO DAVID W & WF                        | LEFKO CATHERINE F        | PO BOX 355                  |                          | FAITH          | NC | 28041 | 0 SCHOOL ST               | 412 334        | 1.13     |
| LERETA                                    |                          | 901 CORPORATE CENTER DRIVE  |                          | POMONA         | CA | 91768 | 130 LOG BARN RD           | 412B207        | 891.04   |
| LEWIS RAY HOWARD & WF                     | LEWIS ELIZABETH RENEE    | 3079 GRACE CHURCH RD        |                          | SALISBURY      | NC | 28147 | 0 GRACE CHURCH RD         | 479 031        | 1.00     |
| LINDE GAS NORTH AMERICA LLC               | ATTN TAX DEPARTMENT      | 10 RIVERVIEW DR             |                          | DANBURY        | CT | 06810 | 1709 JAKE ALEXANDER BLVD  | 167449         | 1.24     |
| LINDE GAS NORTH AMERICA LLC-PLANTS        | ATTN TAX DEPARTMENT      | 10 RIVERVIEW DR             |                          | DANBURY        | CT | 06810 | 1709 JAKE ALEXANDER BLVD  | 176177         | 157.44   |
| LINER SAMUEL LOY JR & WF                  | LINER KAY MARTIN         | 1143 LIGHTHOUSE WAY         |                          | SALISBURY      | NC | 28146 | 1143 LIGHTHOUSE WAY       | 644 132        | 22.35    |
| LINKER MARTIN NEEL TRUSTEE                |                          | 1611 OAKRIDGE FARM HWY      |                          | MOORESVILLE    | NC | 28115 | 18504 MOORESVILLE RD      | 215 102        | 10.20    |
| LINKER MARTIN NEEL TRUSTEE                |                          | 1611 OAKRIDGE FARM HWY      |                          | MOORESVILLE    | NC | 28115 | 105 CLOUD TOP LN          | 215A052        | 25.78    |
| LIVENGOD TANGULIA ANN & LOANDEPOT.COM LLC | LIVENGOD LLOYD WAYNE JR  | 140 COUNTRY VILLAGE DR      |                          | SALISBURY      | NC | 28147 | 127 COUNTRY VILLAGE DR    | 755 184        | 1.46     |
|                                           |                          | 22642 TOWNE CENTRE DRIVE    |                          | FOOTHILL RANCH | CA | 92610 | 618 SHUE RD               | 115 075        | 3.03     |
| LOFLIN TIMOTHY LEE SR                     |                          | 3330 LONG FERRY RD          |                          | SALISBURY      | NC | 28146 | 375 CRAWFORD RD           | 602 018        | 6.78     |
| LOFTIN MARGARET T                         |                          | 229 S LLOYD ST              |                          | SALISBURY      | NC | 28144 | 229 LLOYD ST              | 020 149        | 6.14     |
| LOMAX WILLIAM L JR & WF                   | LOMAX BARBARA J & ETAL   | 120 JIBSAIL RD              |                          | SALISBURY      | NC | 28146 | 1165 STARHAVEN DR         | 302 033        | 2.86     |
| LOMAX WILLIAM L JR & ETAL                 |                          | 120 JIBSAIL RD              |                          | SALISBURY      | NC | 28146 | 3675 BRINGLE FERRY RD     | 056 017        | 5.13     |
| LONESTAR PSP PARTNERSHIP LLC              | FLEHARTY SONYA DELORES   | 2170 WYATT GROVE CHURCH RD  |                          | RALEIGH        | NC | 28137 | WYATT GROVE CHURCH RD     | 517 022        | 2.33     |
| LONGS DRUGS INC                           |                          | 10604 COURSEY BLVD          |                          | BATON ROUGE    | LA | 70816 | 1431 W INNES ST           | 167796         | 16.68    |
| LOR SUNNIS & WF                           | LOR YER VUE              | 2526 FOX FIRE DR            |                          | SALISBURY      | NC | 28147 | 2105 OLD CONCORD RD       | 063 014        | 7.07     |
| LOR SUNNIS & WF                           | LOR YER VUE              | 2526 FOX FIRE DR            |                          | SALISBURY      | NC | 28147 | 2526 FOXFIRE DR           | 461B166        | 21.21    |
| LOWE THOMAS ALLEN                         |                          | 1165 TAYLOR COUNTRY LN      |                          | GOLD HILL      | NC | 28071 | 460 WYATT GROVE CHURCH RD | 527 151        | 2.41     |
| LUCKEY KENNETH & WF                       | LUCKEY WANDA             | 2633 RICHARDSON DR          | UNIT 1                   | CHARLOTTE      | NC | 28211 | 550 ACORN OAKS DR         | 417C275        | 929.80   |
| LUCY JEFF MATTHEWS                        |                          | 510 SOUTH ST                |                          | DAVIDSON       | NC | 28036 | 616 POPLAR AVE            | 149 203        | 11.63    |
| LUKE JOSEPH A & SPOUSE                    | LUKE MARIE M             | 900 W WILSON AVE            | APT 604                  | MOORESVILLE    | NC | 28117 | 6360 OLD US 70 HWY        | 263 073        | 474.89   |
| LUTZEL, BROADWAY & ASSOCIATES             |                          | 3340 TORRINGTON WAY         | STE 308                  | CHARLOTTE      | NC | 28277 | 822 LINCOLNTON RD         | 013 130        | 28.88    |
| LWA FIRM CAROLINAS                        | IOLTA ACCOUNT            | 3626 N ELM ST               | STE 200                  | GREENSBORO     | GA | 27455 | 1100 SILVERTRACE DR       | 325I162        | 62.90    |
| LYERLY ANNE D                             |                          | 105 OAK ST                  | PO BOX 329               | FAITH          | NC | 28041 | 105 OAK ST                | 412 291        | 13.80    |
| LYERLY JAMES DOUGLAS                      |                          | 1912 WEBB RD                |                          | SALISBURY      | NC | 28146 | 1912 WEBB RD              | 410 009000002  | 1.82     |
| LYERLY JAMES L                            |                          | 450 YATES RD                |                          | SALISBURY      | NC | 28146 | 450 YATES RD              | 412 124        | 23.00    |
| MABRITO JEFFERSON V & WF                  | MABRITO EMILY F          | 205 PATTERSON ST            |                          | CHINA GROVE    | NC | 28023 | 205 PATTERSON ST          | 102 138        | 36.59    |
| MAIZ ILEANA &                             | MAIZ ERWIN               | 20 MANOR CT                 |                          | HEMPSTEAD      | NY | 11550 | 360 BELLINGSHIRE DR       | 558A052        | 3.34     |
| MAJOR WIRE SCREENING                      |                          | 200 PEACH ORCHARD RD        |                          | SALISBURY      | NC | 28147 | 200 PEACH ORCHARD RD      | 407 060        | 244.23   |
| MARINCOVICH KAREN I TRUSTEE               |                          | 3020 BRIDGEWAY APT 371      |                          | SAUSALITO      | CA | 94965 | 616 OAK FOREST LN         | 064H017        | 22.93    |
| MARINCOVICH KAREN I TRUSTEE               |                          | 3020 BRIDGEWAY APT 371      |                          | SAUSALITO      | CA | 94965 | 618 OAK BROOK DR          | 064I020        | 25.02    |
| MARPLE JAMES DAVID TR                     |                          | 1681 LITTLE BAY RD          |                          | WHITE STONE    | VA | 22578 | 0 BALFOUR QUARRY RD       | 353 131        | 1.49     |
| MARSH ERIC WOODROW                        |                          | 22 FAWN CT                  |                          | BANGOR         | ME | 4401  | 715 7TH ST                | 031 010        | 17.82    |
| MARTHY PAUL                               | MARTHY EILEEN            | 107 DIAMOND PLACE           |                          | SCHENECTADY    | NY | 12306 | 230 BEULAH LN             | 629A074        | 1.82     |
| MARTIN MICHAEL R                          |                          | 209 EAST CORRIHER ST        |                          | LANDIS         | NC | 28088 | 209 E CORRIHER ST         | 108 114        | 6.35     |
| MATHENY MILTON RAY & WF                   | MATHENY SHERRI B         | 2429 GLENWOOD ST            |                          | KANNAPOLIS     | NC | 28083 | 2429 GLENWOOD ST          | 145 174        | 11.93    |
| MAULT EDWARD L & WF                       | MAULT SHERRY A           | 1580 SCERCY RD              |                          | CHINA GROVE    | NC | 28023 | 1540 SCERCY RD            | 127 097        | 2.03     |
| MAUROMATA LLC                             | ROMANOS ITALIAN CUISINE  | 1510 W INNES ST             |                          | SALISBURY      | NC | 28144 | 1510 W INNES ST           | 167702         | 3.39     |
| MAYNOR TRACY LAWRENCE III                 |                          | 2020 HOLLYWOOD DR           |                          | SALISBURY      | NC | 28144 | 2020 HOLLYWOOD DR         | 323 062        | 7.05     |
| MAYNOR TRACY LAWRENCE III & WF            | MAYNOR JILL P            | 2020 HOLLYWOOD DR           |                          | SALISBURY      | NC | 28144 | 125 WHISNANT DR           | 323 028        | 2.30     |
| MAYNOR TRACY LAWRENCE III & WF            | MAYNOR JILL P            | 2020 HOLLYWOOD DR           |                          | SALISBURY      | NC | 28144 | 0 HOLLYWOOD DR            | 323 077        | 3.88     |
| MCCARLEY ROBERT M & WF                    | MCCARLEY SALLY J         | 602 PATTERSON FARM RD       |                          | MOORESVILLE    | NC | 28115 | 0 PATTERSON FARM RD       | 248 220        | 2.46     |
| MCCORKLE JEFFREY ALAN                     | MCCORKLE KAREN LEIGH     | 250 EMMA RD                 |                          | CHINA GROVE    | NC | 28023 | 250 EMMA RD               | 207 029        | 246.77   |
| MCCORKLE NATHALANE                        |                          | 250 EMMA RD                 |                          | CHINA GROVE    | NC | 28023 | 1205 S HIGHLAND AV        | 157 115        | 6.87     |
| MCDEVITT CHARLES E JR                     | MCDEVITT JOAN            | 2751 NORFEN RD              |                          | BALTIMORE      | MD | 21227 | 162 THIRD CREEK CHURCH RD | 259 039        | 2.41     |
| MCINTOSH BRENDA                           |                          | 1480 CHAFFIN ROAD           |                          | WOODLEAF       | NC | 27054 | 0 MT VERNON RD            | 720 044        | 500.00   |
| MCKINNA MICHAELA ELIZABETH                |                          | 2006 CARALEA VALLEY DR NW   |                          | CONCORD        | NC | 28027 | 4583 COOK RD              | 425 089        | 400.00   |
| MCMANUS PROPERTIES LLC                    |                          | 3428 BROOMFIELD TER         |                          | DURHAM         | NC | 27705 | 1445 MOHICAN AVE          | 167770         | 1.29     |
| MCNAUGHT & CLEMENTS PLLC                  |                          | 118 MORLAKE DR STE 100A     |                          | MOORESVILLE    | NC | 28117 | 209 S DEERFIELD CIR       | 306A079        | 15.19    |
| MCREYNOLDS INC                            |                          | PO BOX 69                   |                          | MT MOURNE      | NC | 28123 | 1182 GATEWAY DR           | 167779         | 2.24     |



|                                   |                           |                           |  |                 |    |       |                             |             |          |
|-----------------------------------|---------------------------|---------------------------|--|-----------------|----|-------|-----------------------------|-------------|----------|
| MEDIA MARKETING GROUP             |                           | 14742 GREENPOINT LN       |  | HUNTERSVILLE    | NC | 28081 | 0 EMERALD RIDGE RD          | 503 014     | 12.48    |
| MEDLIN ANN C                      |                           | 529 OLD MILL VILLAGE DR   |  | APEX            | NC | 27502 | 111 PRESTWICK CT            | 058F472     | 14.58    |
| MEEKS TONNIE B & WF               | MEEKS BONNIE              | 1220 SAFRIT RD            |  | SALISBURY       | NC | 28146 | 1220 SAFRIT RD              | 417 355     | 2.96     |
| MENIUS THOMAS EDWARD              |                           | 1725 MILLBRIDGE RD        |  | CHINA GROVE     | NC | 28023 | PERSONAL PROPERTY           | 130667      | 1.15     |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD  |  | KANNAPOLIS      | NC | 28083 | 907 5TH ST                  | 033 077     | 14.13    |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD  |  | KANNAPOLIS      | NC | 28083 | 0 SMITH RD                  | 246 186     | 2.91     |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD  |  | KANNAPOLIS      | NC | 28083 | 0 SMITH RD                  | 246 394     | 1.43     |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD  |  | KANNAPOLIS      | NC | 28083 | 0 SMITH RD                  | 246 395     | 1.35     |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD  |  | KANNAPOLIS      | NC | 28083 | 115 CORRELL ST              | 026 222     | 2.31     |
| MERRITT LAW PLLC                  |                           | 1610 DALE EARNHARDT BLVD. |  | KANNAPOLIS      | NC | 28083 | 580 COLEY RD                | 353 225     | 10.34    |
| MERRITT LAW PLLC                  |                           | 610 DALE EARNHARDT BLVD.  |  | KANNAPOLIS      | NC | 28083 | 212 PARK ST                 | 102 078     | 1,199.00 |
| MESSICK DEBORAH KLUTTZ            |                           | 3120 SHUPING MILL RD      |  | ROCKWELL        | NC | 28138 | 125 DALTON DR               | 420 186     | 1.38     |
| MESSICK DEBORAH KLUTTZ            |                           | 3120 SHUPING MILL RD      |  | ROCKWELL        | NC | 28138 | 8345 CASTOR RD              | 420 258     | 1.41     |
| METROLINA NEPHROLOGY              | ASSOCIATES PA             | 1300 BAXTER ST STE 215    |  | CHARLOTTE       | NC | 28204 | 611 MOCKSVILLE AVE          | 167845      | 4.75     |
| MILES JOYCE M                     |                           | 205 W KETCHIE ST          |  | CHINA GROVE     | NC | 28023 | 205 W KETCHIE ST            | 102 061     | 3.21     |
| MILESTONES LAW & MEDIATION        |                           | 48 CONSULTANT PLACE       |  | DURHAM          | NC | 27707 | 1180 LONG CREEK LN          | 420D038     | 1,543.18 |
| MILLBRIDGE RURITAN CLUB INC       | % DOUG PATTERSON          | 3060 MILLBRIDGE RD        |  | CHINA GROVE     | NC | 28023 | 0 SLOAN RD                  | 203 0220002 | 4.40     |
| MILLER ANGELA J                   |                           | 122 W CENTERVIEW ST       |  | CHINA GROVE     | NC | 28023 | 122 W CENTERVIEW ST         | 102 114     | 14.12    |
| MILLER CRYSTAL                    |                           | 123 WHITE AV              |  | KANNAPOLIS      | NC | 28081 | 126 WHITE AVE               | 249C034     | 1.05     |
| MILLER CRYSTAL VENDELIA           |                           | 123 WHITE AVE             |  | KANNAPOLIS      | NC | 28081 | 121 WHITE AVE               | 249C037     | 3.28     |
| MILLER DAVIS STUDIOS INC          |                           | 305 N LEE ST              |  | SALISBURY       | NC | 28144 | 205 E COUNCIL ST            | 167887      | 4.81     |
| MILLER DONALD R & WF              | MILLER ROSALIE W          | 219 MILLER CHAPEL RD      |  | SALISBURY       | NC | 28147 | 219 MILLER CHAPEL RD        | 467 173     | 822.59   |
| MILLER KENNETH DALE               |                           | 13360 OLD BEATTY FORD RD  |  | ROCKWELL        | NC | 28138 | 13360 OLD BEATTY FORD RD    | 381 095     | 2.48     |
| MILLER TAMARA CARTER              | MILLER KENNETH EUGENE     | 3885 ORGAN CHURCH RD      |  | ROCKWELL        | NC | 28138 | 8425 ROW CAB COUNTY LINE RD | 378A071     | 219.11   |
| MILLWARD DAVID J &                | MILLWARD LINDA A TRUSTEES | 1140 BROWN RD             |  | CHINA GROVE     | NC | 28023 | 1140 BROWN RD               | 112 02701   | 6.00     |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 0 BACKWOODS LN              | 135 068     | 144.84   |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 0 EVERGREEN LN              | 139 077     | 71.61    |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 0 BRUNER SLOOP RD           | 147 025     | 30.13    |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 555 BRUNER SLOOP RD         | 147 031     | 325.29   |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 306 HORSEPOWER LN           | 147 047     | 89.99    |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 0 BRUNER SLOOP RD           | 147 069     | 18.64    |
| MIT NATIONAL LAND SERVICES LLC    |                           | ONE PENN PLAZA STE 3406   |  | NEW YORK        | NY | 10119 | 450 BRUNER SLOOP RD         | 147 088     | 32.49    |
| MITCHELL'S CUSTOM FABRICATION INC |                           | 2390 PARKS RD             |  | SALISBURY       | NC | 28147 | PERSONAL PROPERTY           | 172331      | 2.27     |
| MKM LLC                           |                           | 111 CHCO LN               |  | MOORESVILLE     | NC | 28117 | PERSONAL PROPERTY           | 132397      | 1.27     |
| MKM LLC                           |                           | 111 CHACO LN              |  | MOORESVILLE     | NC | 28117 | 1150 AMITY HILL RD          | 265 045     | 21.42    |
| MONNICH THEODORE F & WF           | MONNICH CARLA S           | 300 W MARSH ST            |  | SALISBURY       | NC | 28144 | 300 W MARSH ST              | 015 173     | 10.16    |
| MONROE LISA L                     |                           | 1019 N SALISBURY AV       |  | SPENCER         | NC | 28159 | 545 SHORE ACRES RD          | 640A018     | 7.15     |
| MONROE LISA L                     |                           | 1019 N SALISBURY AV       |  | SPENCER         | NC | 28159 | 1019 N SALISBURY AVE        | 038 016     | 9.40     |
| MONTER MAXIMO SOTO                |                           | 4687 RAINBOW DR           |  | KANNAPOLIS      | NC | 28081 | 270 SLOOP ST                | 121C05901   | 4.84     |
| MOODY DAVID WAYNE                 |                           | 1050 MILL WHEEL DR        |  | SALISBURY       | NC | 28146 | 1070 MILL WHEEL DR          | 405B007     | 1.43     |
| MOORE KAREN W                     |                           | 2108 BERTHA ST            |  | KANNAPOLIS      | NC | 28083 | 2108 BERTHA ST              | 158 111     | 6.67     |
| MOORE TEDDY R                     | MOORE GLENDA M            | 800 7TH ST                |  | SPENCER         | NC | 28159 | 800 7TH ST                  | 033 121     | 5.12     |
| MORGAN PROPERTIES                 |                           | 160 CLUBHOUSE RD          |  | KING OF PRUSSIA | PA | 19406 | 0 STATESVILLE BLVD          | 331 204     | 1.34     |
| MORRISON LAW LLP                  |                           | 167 CHURCH STREET N       |  | CONCORD         | NC | 28025 | 580 BRIDLEWOOD DR           | 385A018     | 4.54     |
| MORROW CLINTON ARTHUR JR          |                           | 7897 LONGBRIAR DR         |  | KANNAPOLIS      | NC | 28081 | 7897 LONGBRIAR DR           | 248 178     | 2.81     |
| MULLIS ELIZABETH JACKSON          |                           | 1335 OLIVER RD            |  | ROCKWELL        | NC | 28138 | 1335 OLIVER RD              | 386A006     | 2.53     |
| MURPH DANNY                       | MURPH JILL                | 275 VIRGINIA AVE          |  | CHINA GROVE     | NC | 28023 | 285 THOMAS ST               | 121A06403   | 1.39     |
| MURPHY MARSHALL D & WF            | MURPHY JENNIE K           | 904 S ZION ST             |  | LANDIS          | NC | 28088 | 904 S ZION ST               | 132 027     | 3.59     |
| MYERS GILBERT RAY SR & WF         | MYERS GERALDINE C         | 1185 MOUNTAIN RD          |  | CLEVELAND       | NC | 27013 | 1185 MOUNTAIN RD            | 268 010     | 1,240.36 |
| MYERS SANDRA C                    |                           | PO BOX 52                 |  | LAUREL SPRINGS  | NC | 28644 | 0 SHINN FARM RD             | 231 017     | 2.02     |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 425 SPYGLASS HILL PL        | 326G025     | 59.20    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 246 WALDEN LN               | 359A010     | 8.37     |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 2120 MILLER RD              | 221 164     | 4.16     |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 113 S CHAPEL ST             | 109 019     | 26.91    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 316 ADAMS ST                | 026 194     | 12.73    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 210 SOWERS FERRY RD         | 045 016     | 26.76    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 1327 PARKVIEW CIR           | 002 244     | 17.07    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 130 LYN RD                  | 4.64E+251   | 6.66     |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 174 WALDEN LN               | 359A007     | 19.69    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 145 FAIRFIELD LN            | 360B032     | 17.46    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 1232 MAXWELL ST             | 003 283     | 3.75     |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 795 E RIDGE RD              | 320A011     | 323.07   |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 1400 RAVENWOOD CT           | 615913      | 24.89    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 0 MT HOPE CHURCH RD         | 419 240     | 537.70   |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 2612 CRANE DR               | 065D186     | 18.59    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 705 N FULTON ST             | 011 011     | 13.49    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 204 STUART DR               | 042 065     | 67.11    |
| NANCE & OVERBEY PLLC              | IOLTA TRUST ACCOUNT       | 214 E INNES ST            |  | SALISBURY       | NC | 28144 | 280 NEITA DR                | 330 062     | 4.09     |
| NASH GERALDINE CRAVEN             |                           | 194 BROOKFIELD CIR        |  | MOORESVILLE     | NC | 28115 | 0 CLINE RD                  | 551 002     | 1.19     |
| NASSEN AMERICA AYALA              |                           | 1206 POPLAR GLEN DR       |  | KANNAPOLIS      | NC | 28083 | 1206 POPLAR GLEN DR         | 143B001     | 12.35    |
| NEW YORK AIR BRAKE CORP           | ATTN: CHERI LAMARCHE      | 748 STARBUCK AVE          |  | WATERTOWN       | NY | 13601 | 115 SUMMIT PARK DR          | 168165      | 1.65     |



|                                          |                                |                                  |                    |               |    |       |                                       |               |          |
|------------------------------------------|--------------------------------|----------------------------------|--------------------|---------------|----|-------|---------------------------------------|---------------|----------|
| NEWMAN MICHAEL L & WF                    | NEWMAN MARY REED               | 4849 FOLLANSBEE RD               |                    | WINSTON SALEM | NC | 27107 | 125 SPORTSMAN DR                      | 500A241       | 17.84    |
| NORRIS L DARRELL & WF                    | NORRIS KATHY L                 | 116 PECAN LN                     |                    | SALISBURY     | NC | 28146 | 116 PECAN LN                          | 628 085       | 7.69     |
| NORRIS TIMOTHY S & WF                    | NORRIS LEIGH ANN               | 485 SELLS RD                     |                    | SALISBURY     | NC | 28144 | 485 SELLS RD                          | 325 383       | 6.98     |
| NORWOOD ARMSTRONG & STOKES PLLC          |                                | 2133 SOUTHEND DR STE 108         |                    | CHARLOTTE     | NC | 28203 | 1210 CELEBRATION DR                   | 6.80E+81      | 12.53    |
| NORWOOD ARMSTRONG & STOKES PLLC          |                                | 2133 SOUTHEND DR STE 108         |                    | CHARLOTTE     | NC | 28203 | 209 S FULTON ST                       | 010 085       | 21.64    |
| NORWOOD ARMSTRONG & STOKES PLLC          |                                | 2133 SOUTHEND DRIVE              | SUITE 108          | CHARLOTTE     | NC | 28203 | 2504 MOOSE RD                         | 145 206       | 3,442.44 |
| NORWOOD,ARMSTRONG & STOKES, PLLC         |                                | 2133 SOUTHEND DR                 | SUITE 108          | CHARLOTTE     | NC | 28203 | 313 PARTEE ST                         | 008 028       | 1,042.63 |
| NORWOOD,ARMSTRONG & STOKES, PLLC         |                                | 2133 SOUTHEND dRIVE              | STE 108            | CHARLOTTE     | NC | 28203 | 120 SWEET HOME LN                     | 246 345       | 6.86     |
| NUCO2 SUPPLY LLC                         | TAX DEPARTMENT                 | 2800 SE MARKET PL                |                    | STUART        | FL | 34997 | PERSONAL PROPERTY                     | 168228        | 3.10     |
| OBIOMA ANUKWUEM/DINAH                    |                                | 509 MUIRFIELD WAY                |                    | SALISBURY     | NC | 28144 | 817 W HORAH ST                        | 009 242       | 4.01     |
| O'BRIEN BETTY T                          | O'BRIEN ELIZABETH T            | 180 TROUTMAN RD                  |                    | ROCKWELL      | NC | 28138 | 180 TROUTMAN RD                       | 146 006       | 9.09     |
| OBRIEN TIMOTHY DARREN & WF               | OBRIEN ELIZABETH T             | 150 TROUTMAN RD                  |                    | ROCKWELL      | NC | 28138 | 0 TROUTMAN RD                         | 146 179       | 1.08     |
| ODDIE JOHN A JR & WF                     | ODDIE MERLENE H                | 2180 BARGER RD                   |                    | SALISBURY     | NC | 28146 | 2180 BARGER RD                        | 625 052       | 9.42     |
| ODDIE JOHN A JR & WF                     | ODDIE MERLENE H                | 2180 BARGER RD                   |                    | SALISBURY     | NC | 28146 | 0 ODDIE RD                            | 624 095       | 7.09     |
| ODDIE JOHN A JR & WF                     | ODDIE MERLENE H                | 2180 BARGER RD                   |                    | SALISBURY     | NC | 28146 | 0 BARGER RD                           | 625 031       | 2.59     |
| ODDIE JOHN A JR & WF                     | ODDIE MERLENE H                | 2180 BARGER RD                   |                    | SALISBURY     | NC | 28146 | 2685 ODDIE RD                         | 624 004       | 10.61    |
| OGLESBY EDNA E                           |                                | 1829 PORTER AVE                  |                    | SUITLAND      | MD | 20746 | 0 BALFOUR QUARRY RD                   | 353 05403     | 3.89     |
| OGLESBY S I HEIRS                        |                                | 1829 PORTER AVE                  |                    | SUITLAND      | MD | 20746 | 0 LEGION CLUB RD                      | 353 027       | 18.81    |
| OIA PROPERTIES LLC                       |                                | 20612 QUEENSDALE DR              |                    | CORNELIUS     | NC | 28031 | 510 PERFORMANCE RD                    | 239 045       | 36.38    |
| OSBORNE GROVER S & WF                    | OSBORNE SHARON H               | 1030 ED WEAVERS RD               |                    | SALISBURY     | NC | 28146 | 1030 ED WEAVER RD                     | 416C137       | 7.82     |
| OVERCASH JEFF CLYDE                      |                                | 217 CINDY RD                     |                    | SALISBURY     | NC | 28147 | 217 CINDY RD                          | 476B114       | 1.65     |
| OVERCASH TOMMY L JR & WF                 | OVERCASH CYNTHIA E             | 575 FAGGART CIR                  |                    | ROCKWELL      | NC | 28138 | 575 FAGGART CIR                       | 146 052       | 10.70    |
| OVERCASH TOMMY L JR & WF                 | OVERCASH CYNTHIA E             | 575 FAGGART CIR                  |                    | ROCKWELL      | NC | 28138 | 0 FAGGART CIR                         | 146 138       | 3.31     |
| OWEN JOE S & WF                          | OWEN BARBARA J                 | 670 GRAHAM RD                    |                    | MOUNT ULLA    | NC | 28125 | 0 GRAHAM RD                           | 569 029       | 1.52     |
| PACCAR INC                               | ATTN CORP TAX                  | 777 106TH AVE NE                 |                    | BELLEVUE      | WA | 98004 | 6701 STATESVILLE BLVD                 | 168334        | 391.49   |
| PACIFIC PREMIER TRUST                    |                                | 1801 CALIFORNIA STREET SUITE 800 |                    | DENVER        | CO | 80202 | 234 VILLAGE CREEK WAY                 | 463C283       | 892.55   |
| PAIGE SANDRA S &                         | SNIDER STUART M JR             | 325 CLUB HOUSE DR                |                    | SALISBURY     | NC | 28144 | 325 CLUB HOUSE DR                     | 003 17401     | 24.36    |
| PALILLIO JACOB J                         |                                | 18611 STARCREEK DR               |                    | CORNELIUS     | NC | 28031 | 0 SCOTLAND LN                         | 628 159       | 2.11     |
| PALMER PATRICK                           |                                | 115 BOYSENBERRY DR               |                    | CHINA GROVE   | NC | 28023 | 115 BOYSENBERRY DR                    | 1.18E+14      | 2,751.54 |
| PARKER NANCY H ETAL                      |                                | 508 2ND ST                       |                    | SPENCER       | NC | 28159 | 508 2ND ST                            | 035 024       | 6.03     |
| PARKLAND VENTURES INC                    |                                | 4600 COX RD STE 400              |                    | GLEN ALLEN    | VA | 23060 | 1260 MAJOLICA RD                      | 451 049000001 | 98.14    |
| PATEL & HOUSTON PLLC INC                 | IOLTA TRUST ACCOUNT            | 3440 TORINGDON WAY               | STE 300            | CHARLOTTE     | NC | 28277 | 904 PINE ST                           | 012 206       | 13.89    |
| PATTERSON CLIFFORD EUGENE                |                                | 220 SERENITY DR                  |                    | CLEVELAND     | NC | 27013 | 220 SERENITY DR                       | 280 012       | 7.73     |
| PAWNEE LEASING CORP                      | % ADVANCED PROP TAX COMPLIANCE | 1611 N INTERSTATE 35E STE 428    |                    | CARROLLTON    | TX | 75006 | 9075 HWY 152 W                        | 176409        | 1.05     |
| PC LAW ASSOCIATES, PLLC                  |                                | 4030 WAKE FOREST ROAD, SUITE 300 |                    | RALEIGH       | NC | 27609 | 228 WILLIAMS DR                       | 371A091       | 1,152.75 |
| PC LAW ASSOCIATES, PLLC                  |                                | 4030 WAKE FOREST ROAD, SUITE 300 |                    | RALEIGH       | NC | 27609 | 407 SPRING ARBOR AVE                  | 403J018       | 3,202.50 |
| PEDULLA MATERIALS & LANDSCAPE SUPPLY LLC |                                | 1275 SHINN FARM RD               |                    | MOORESVILLE   | NC | 28115 | 9215 W NC 152 HWY                     | 176606        | 35.52    |
| PEELER BETTY                             | PEELER BILLY HUGH JR           | 306 HIDDEN CREEK CIRCLE          |                    | SALISBURY     | NC | 28147 | 1305 BELL ST                          | 017 019       | 7.35     |
| PEELER MARKUS BLAIR                      |                                | 380 VARNADORE RD                 |                    | SALISBURY     | NC | 28146 | 7275 STOKES FERRY RD                  | 631 106       | 1.48     |
| PEELERS BODY SHOP                        |                                | 380 VARNADORE RD                 |                    | SALISBURY     | NC | 28146 | 0 VARNADORE RD                        | 634 152       | 2.16     |
| PENNYMAC LOAN                            |                                | PO BOX 514387                    |                    | LOS ANGELES   | CA | 90051 | 744 YOUNG RD                          | 304 166       | 53.61    |
| PERFECT ROSE THE LLC                     | MYERS ROBERT ANDREWS           | 302 E GLENVIEW DR                |                    | SALISBURY     | NC | 28147 | 302 E GLENVIEW DR                     | 168477        | 3.45     |
| PERRY & PERRY PROPERTIES LLC             |                                | 2015 W C ST                      |                    | KANNAPOLIS    | NC | 28081 | 1346 HIGH CLIFFS RD                   | 152 098000028 | 8.87     |
| PERRY PERRY CONSTRUCTION                 |                                | 2015 W C ST                      |                    | KANNAPOLIS    | NC | 28081 | 1327 WASHINGTON LN                    | 158 009       | 13.31    |
| PETERS SHAWN THOMAS                      |                                | 5351 FAITH RD                    |                    | SALISBURY     | NC | 28146 | 1125 FLASH BULLET DR                  | 422B127       | 4.99     |
| PETHEL BRANSON PA                        |                                | 122 N LEE ST                     |                    | SALISBURY     | NC | 28144 | 508 MESSNER ST                        | 005 204       | 1.11     |
| PETHEL BRANSON PA                        |                                | 122 N LEE ST                     |                    | SALISBURY     | NC | 28144 | 0 MESSNER ST                          | 005 203       | 1.11     |
| PETTY CATHERINE DENISE                   |                                | 170 STERNBRIDGE DR               |                    | ROCKWELL      | NC | 28138 | 175 STERNBRIDGE DR                    | 374C090       | 1.25     |
| PETTY CATHY                              |                                | 170 STERNBRIDGE DR               |                    | ROCKWELL      | NC | 28138 | 140 RAINTREE DR                       | 387 027       | 1.08     |
| PHILIPS MEDICAL CAPITAL LLC              | PHILIPS MEDICAL CAPITAL        | 1111 OLD EAGLE SCHOOL RD         |                    | WAYNE         | PA | 19087 | 611 MOCKSVILLE AVE 911 W HENDERSON ST | 168517        | 13.91    |
| PHILIPS MEDICAL CAPITAL LLC              | PHILIPS MEDICAL CAPITAL        | 1111 OLD EAGLE SCHOOL RD         |                    | WAYNE         | PA | 19087 | 2727 OLD CONCORD RD                   | 168518        | 4.76     |
| PIEDMONT BOTTLING & VENDING              | INC                            | PO BOX 1629                      |                    | CONOVER       | NC | 28613 | VARIOUS                               | 168537        | 1.46     |
| PIEDMONT STRUCTURAL CO                   |                                | 1432 N LEE ST                    |                    | SALISBURY     | NC | 28144 | 1432 N LEE ST                         | 168562        | 2.25     |
| PINNACLE FINANCIAL PARTNERS INC          |                                | 214 W COLLEGE ST                 |                    | MURFREESBORO  | TN | 37130 | 415 JAKE ALEXANDER BLVD               | 173185        | 10.71    |
| PLANTATION RIDGE                         |                                | 301 N MAIN ST                    | PO BOX 102         | SALISBURY     | NC | 28145 | 215 GOLDENROD CIR                     | 201A026       | 231.03   |
| POOLE ERIC D                             | POOLE STONE WORKS              | 14935 OLD BEATTY FORD RD         |                    | GOLD HILL     | NC | 28071 | 0 OLD BEATTY FORD RD                  | 382 052       | 2.65     |
| POOLE JOY DEANN                          |                                | 5855 STOKES FERRY RD             |                    | SALISBURY     | NC | 28146 | 5855 STOKES FERRY RD                  | 625 001       | 4.33     |
| POPLIN LARRY WAYNE & WF                  | POPLIN DEBRA                   | 210 LONGFIELD DR                 |                    | MOORESVILLE   | NC | 28115 | 408 E MILL ST                         | 108 042       | 4.31     |
| POPULUS FINANCIAL GROUP INC              |                                | 300 E JOHN CARPENTER FWY         | SUITE 900          | IRVING        | TX | 75062 | 1529 W INNES ST                       | 163712        | 1.99     |
| POWERS JOSEPHINE TEVEPAUGH               |                                | 2475 LONDON RD                   |                    | MOORESVILLE   | NC | 28115 | 245 POWERS FARM RD                    | 216 002000001 | 12.10    |
| POWERS JOSEPHINE TEVEPAUGH               |                                | 2475 LONDON RD                   |                    | MOORESVILLE   | NC | 28115 | 0 LONDON RD                           | 216 003       | 2.12     |
| POWERS JOSEPHINE TEVEPAUGH               |                                | 2475 LONDON RD                   |                    | MOORESVILLE   | NC | 28115 | 2475 LONDON RD                        | 216 017       | 19.74    |
| PRAECHTL JAMES RONALD                    | PRAECHTL GAYLE MELANIE         | 4055 FISH POND RD                |                    | SALISBURY     | NC | 28146 | 4055 FISH POND RD                     | 617 149       | 14.11    |
| PSCL&E HOLDINGS LLC                      |                                | 1432 N LEE ST                    |                    | SALISBURY     | NC | 28144 | 1432 N LEE ST                         | 007 202       | 75.82    |
| PSCL&E HOLDINGS LLC                      |                                | 1432 N LEE ST                    |                    | SALISBURY     | NC | 28144 | 1432 N LEE ST                         | 168730        | 268.81   |
| PURSER & GLENN PLLC                      | TRUST ACCOUNT                  | 2760 EAST W.T HARRIS             | STE 300            | CHARLOTTE     | NC | 28213 | 1125 HAWKESBURY DR                    | 221G135       | 13.79    |
| QUEEN DAIRY                              |                                | 1004 W INNES ST                  |                    | SALISBURY     | NC | 28144 | 1004 W INNES ST                       | 170343        | 2.13     |
| R & D FLIGHT SERVICES LLC                | AIRPLANE LISTING               | ATTN SEAN IAN MALONE             | 611 MOCKSVILLE AVE | SALISBURY     | NC | 28144 | ROWAN COUNTY AIRPORT                  | 168758        | 6.87     |
| R G EXCAVATING                           |                                | 9780 UNITY CHURCH RD             |                    | MOORESVILLE   | NC | 28115 | 9800 UNITY CHURCH RD                  | 238 098       | 1.83     |
| RALPH BAKER SHOES                        |                                | 428 N. MIAN ST.                  |                    | SALISBURY     | NC | 28144 | 211 LARCHMONT PL                      | 335A002C      | 11.74    |
| RALPH BAKERS SHOES                       |                                | 428 N MAIN ST                    |                    | SALISBURY     | NC | 28144 | 1300 LARCHMONT PL                     | 335A003E      | 7.13     |



|                                        |                                 |                                   |  |                  |    |       |                             |             |          |
|----------------------------------------|---------------------------------|-----------------------------------|--|------------------|----|-------|-----------------------------|-------------|----------|
| RALPH BAKERS SHOES                     |                                 | 428 N MAIN ST                     |  | SALISBURY        | NC | 28144 | 716 N MAIN ST               | 011 106     | 16.54    |
| RALSTON, BENTON, BYERLEY & MOORE PLLC  |                                 | 335 N CENTER ST.                  |  | STATESVILLE      | NC | 28677 | 0 MT VERNON RD              | 720 015     | 3.42     |
| RAMIREZ OSCAR D                        |                                 | 185 LONZO AVE                     |  | SALISBURY        | NC | 28144 | 185 LONZO AVE               | 310A094     | 467.58   |
| RANDAZZO ANDREA                        |                                 | 3369 CENTER STREET RD             |  | AUBURN           | NY | 13021 | 260 QUAIL DR                | 462 021     | 1,352.49 |
| RANKIN JEANETTE                        |                                 | PO BOX 332                        |  | CLEVELAND        | NC | 27013 | 0 KRIDER ST                 | 250 087     | 1.38     |
| RANKIN THELMA B                        | RANKIN SHERONA M/ RANKIN DANA C | 10038 MORLEY ST                   |  | DETROIT          | MI | 48204 | 102 N BREVARD ST            | 250 01801   | 1.58     |
| RATLEDGE SHARON G                      |                                 | 265 SCALEY BARK DR                |  | SALISBURY        | NC | 28147 | 265 SCALEY BARK DR          | 334 258     | 1.55     |
| RATLEY GILES A & WF                    | RATLEY JOYCE G                  | 215 WILSON DR                     |  | LAWNDALE         | NC | 28090 | 1402 SPRING MEADOW DR       | 815B011     | 1.35     |
| RCTC - YR2011 709 030                  |                                 | 402 N MAIN ST                     |  | SALISBURY        | NC | 28144 | 4635 NEEDMORE RD            | 709 030     | 8.04     |
| RCTC 2014-2018 530A015                 |                                 | 402 N MAIN ST                     |  | SALISBURY        | NC | 28144 | 0 WILDLIFE ACCESS RD        | 530A015     | 1.92     |
| RCTC -2017 154 065                     |                                 | 1602 W A ST                       |  | KANNAPOLIS       | NC | 28081 | 1602 W A ST                 | 154 065     | 15.86    |
| RCTC 431 047                           |                                 | 402 N MAIN ST                     |  | SALISBURY        | NC | 28144 | 137 MOORE VILLAGE RD        | 431 052     | 279.07   |
| REDDICK WILLIE MAE                     |                                 | 1409 W BANK ST                    |  | SALISBURY        | NC | 28144 | 303 HILL ST                 | 352 021     | 1.60     |
| REGINALD K SMITH-ATTY                  | NC IOLTA REAL ESTATE TRUST      | 1910 DALE EARNHARDT BLVD          |  | KANNAPOLIS       | NC | 28023 | 336 SERENITY RIDGE RD       | 139 036     | 17.13    |
| REGINALD K SMITH-ATTY                  | NC IOLTA REAL ESTATE TRUST      | PO BOX 24                         |  | KANNAPOLIS       | NC | 38083 | 1640 CHALK MAPLE RD         | 139 054     | 4.65     |
| RELATION INSURANCE SERVICES SELECT INC | HILLER RINGEMAN INSURANCE       | PO BOX 1044                       |  | MOCKSVILLE       | NC | 27028 | 1515 W INNES ST             | 180169      | 2.96     |
| REYNOLDS DAVID C                       |                                 | 1550 WESTBROOK CT #6433           |  | RICHMOND         | VA | 23227 | 0 HENDERSON GROVE CHURCH RD | 400 0310011 | 2.03     |
| REYNOLDS WENDY S                       |                                 | PO BOX 3164                       |  | SALISBURY        | NC | 28145 | 662 LIPPARD RD              | 412 084     | 5.89     |
| RHEMA PRAISE AND WORSHIP CHURCH INC    |                                 | PO BOX 311                        |  | SALISBURY        | NC | 28145 | 117 LONG FERRY RD           | 036 044     | 16.68    |
| RHODES GARY WAYNE & WF                 | RHODES SHERRY J                 | 8700 CLYDESDALE CT                |  | KANNAPOLIS       | NC | 28081 | 8700 CLYDESDALE CT          | 248 116     | 7.61     |
| RICHARD & ELAINE PROPERTIES            | LLC I                           | 1310 RICHARD ST                   |  | SALISBURY        | NC | 28144 | 1310 RICHARD ST             | 007 138     | 175.22   |
| RICHARD & ELAINE PROPERTIES LLC I ETAL |                                 | 1310 RICHARD ST                   |  | SALISBURY        | NC | 28144 | 1725 RICHARD ST             | 007 12501   | 2.38     |
| RICHARD & ELAINE PROPERTIES LLC I ETAL |                                 | 1310 RICHARD ST                   |  | SALISBURY        | NC | 28144 | 1301 RICHARD ST             | 007 190     | 39.58    |
| RICHARD BRUCE F & WF                   | RICHARD SANDRA Y                | 835 HOLSHOUSER RD                 |  | ROCKWELL         | NC | 28138 | 835 HOLSHOUSER RD           | 373 005     | 4.56     |
| RICHARDSON ALTON L & WF                | RICHARDSON TERESA B             | 1295 WINDHAM RD                   |  | GREENVILLE       | NC | 27834 | 460 HOPE LN                 | 115 153     | 1.29     |
| RIMER KARL D                           |                                 | 5319 HILLMONT AVE                 |  | LOS ANGELES      | CA | 90041 | 113 W FISHER ST             | 101563      | 17.89    |
| RINEHARDT HAROLD WAYNE                 |                                 | 350 PLEASANT COVE RD              |  | SALISBURY        | NC | 28146 | 117 CENTRAL ST              | 357A009     | 4.94     |
| RINEHARDT HAROLD WAYNE                 |                                 | 350 PLEASANT COVE RD              |  | SALISBURY        | NC | 28146 | 350 PLEASANT COVE RD        | 644B084     | 7.86     |
| RINEHARDT HAROLD WAYNE                 |                                 | 350 PLEASANT COVE RD              |  | SALISBURY        | NC | 28146 | 0 PLEASANT COVE RD          | 644B085     | 1.99     |
| RITCHIE KENNETH BROWN                  |                                 | 1340 NC 152 E                     |  | CHINA GROVE      | NC | 28023 | 1340 E NC 152 HWY           | 126 006     | 5.88     |
| RIVERS WILFRED                         |                                 | 320 MILLER DR                     |  | SALISBURY        | NC | 28146 | 320 MILLER DR               | 420B140     | 876.70   |
| ROBERT GRAHAM INCORPORATED             |                                 | 1485 CENTENARY CHURCH RD          |  | MOUNT ULLA       | NC | 28125 | PERSONAL PROPERTY           | 110028      | 6.90     |
| RODRIGUEZ MARY & SPOUSE                | URENA MAUREN ANDREA VIQUEZ      | 1020 TREXLER RD                   |  | SALISBURY        | NC | 28146 | 1020 TREXLER RD             | 631 138     | 7.31     |
| ROOF BETTY E ETAL                      |                                 | 125 HAZELTINE CT                  |  | SALISBURY        | NC | 28144 | 125 HAZELTINE CT            | 326G009     | 18.93    |
| ROSEMAN ARTHUR J & WF                  | ROSEMAN ETHEL K                 | 338 GOODWIN RD                    |  | SALISBURY        | NC | 28146 | 338 GOODWIN RD              | 428 031     | 1.57     |
| ROSS ROBERT LEE                        |                                 | 455 PANTHER POINT TRL             |  | RALEIGH          | NC | 28137 | PERSONAL PROPERTY           | 144747      | 1.07     |
| ROTHROCK SAMUEL T/ PEGGY               | O'BRIEN AUDREY                  | 715 SE 25TH ST                    |  | OKEECHOBEE       | FL | 34974 | 0 ROTHROCK RD               | 367 015     | 2.25     |
| ROWAN ANIMAL CLINIC                    |                                 | 4155 STATESVILLE BLVD             |  | SALISBURY        | NC | 28147 | 4155 STATESVILLE BLVD       | 334 300     | 54.58    |
| ROWAN ANIMAL CLINIC                    |                                 | 4155 STATESVILLE BLVD             |  | SALISBURY        | NC | 28147 | 4155 STATESVILLE BLVD       | 167534      | 6.17     |
| ROWAN FUNERAL SERVICES INC             |                                 | PO BOX 1901                       |  | SALISBURY        | NC | 28145 | 1709 N LONG ST              | 169050      | 173.19   |
| RUGGIERI MAURO J & WF                  | RUGGIERI CATHERINE K            | 1207 HOUNSLOW DR                  |  | GREENSBORO       | NC | 27410 | 0 QUAIL CIR                 | 462 067     | 2.18     |
| RUSS STARR R                           |                                 | 2865 HILL TOP DR                  |  | SALISBURY        | NC | 28147 | 2865 HILL TOP DR            | 2.09E+50    | 6.36     |
| RUTH H.L III PA                        |                                 | PO BOX 2087                       |  | CONCORD          | NC | 28028 | 225 GOLDSTON ST             | 148 119     | 962.38   |
| RYAN TAX COMPLIANCE SERVICES LLC       |                                 | 16220 NORTH SCOTTSDALE RD STE 450 |  | SCOTTSDALE       | AZ | 85254 | 110 GRAY HAWK DR            | 372D001     | 2,237.87 |
| RYAN TAX COMPLIANCE SERVICES LLC       |                                 | 16220 NORTH SCOTTSDALE RD STE 450 |  | SCOTTSDALE       | AZ | 85254 | 1002 W A ST                 | 148 263     | 1,708.85 |
| RYAN TAX COMPLIANCE SERVICES LLC       |                                 | 16220 NORTH SCOTTSDALE RD STE 450 |  | SCOTTSDALE       | AZ | 85255 | 10210 STATESVILLE BLVD      | 169440      | 2.08     |
| SALISBURY PSYCHIATRIC ASSOC PC         |                                 | 427 W INNES ST                    |  | SALISBURY        | NC | 28144 | 427 W INNES ST              | 169253      | 3.79     |
| SAMANTHA H TERRES PLLC                 | TRUST ACCOUNT                   | 16501-D NORTHCROSS DR             |  | HUNTERSVILLE     | NC | 28078 | PERSONAL PROPERTY           | 121029      | 76.47    |
| SATTERFIELD RODNEY EUGENE              |                                 | 316 FIRST AV                      |  | CHINA GROVE      | NC | 28023 | 316 1ST AVE                 | 164B007     | 18.57    |
| SAVAGE PROPERTIES LLC                  |                                 | 286A LANIER DR                    |  | LEXINGTON        | NC | 27295 | 726 S CHURCH ST             | 015 225     | 23.64    |
| SAWYER DEBORAH M                       |                                 | 2636 ASHLEY OAKS CT               |  | DULUTH           | GA | 30096 | 220 ERVIN LOOP              | 128A121     | 3.32     |
| SCHENK TIMOTHY W & WF                  | SCHENK NANCY                    | 175 BARGER ESTATES DR             |  | SALISBURY        | NC | 28147 | 1410 COUNTRY HILL DR        | 755 031     | 1,270.46 |
| SCHWEIZER BILL                         |                                 | 3050 SHUE RD                      |  | SALISBURY        | NC | 28147 | 3050 SHUE RD                | 478 271     | 9.11     |
| SCOTT JUANDA G &                       | DAVIDSON GREGORY JAMAL          | 10700 TYRONE DR                   |  | UPPER MARLBORO M | MD | 20772 | 805 W HORAH ST              | 009 24401   | 7.77     |
| SELF HELP CREDIT UNION                 |                                 | PO BOX 25511                      |  | DURHAM           | NC | 27702 | 345 MARINNA JOY CIR         | 372F012     | 4.27     |
| SELF HELP CREDIT UNION                 |                                 | PO BOX 25511                      |  | DURHAM           | NC | 27702 | 254 SILK AND TASSEL RD      | 260A008     | 10.48    |
| SELF HELP CREDIT UNION                 |                                 | PO BOX 25511                      |  | DURHAM           | NC | 27702 | 1020 WESTCHESTER DR         | 2494022     | 11.07    |
| SELLERS CAROLYN LOUISE                 |                                 | 325 KNOTTY PINE CIR               |  | SALISBURY        | NC | 28146 | 325 KNOTTY PINE CIR         | 601 103     | 1.88     |
| SELLERS ELLIS STEVEN                   | SELLERS PATRICIA WINECOFF       | 303 WINONA AVE                    |  | KANNAPOLIS       | NC | 28081 | 2410 MILLIE ST              | 245A11002   | 1.13     |
| SELLERS ELLIS STEVEN                   |                                 | 303 WINONA AVE                    |  | KANNAPOLIS       | NC | 28081 | 303 WINONA AVE              | 245A079A    | 8.17     |
| SELLS KIRBY A & WF                     | SELLS MISTY G                   | 4335 CAUBLE RD                    |  | SALISBURY        | NC | 28144 | 1308 HILLSBORO ST           | 017 151     | 5.30     |
| SELLS KIRBY A & WF                     | SELLS MISTY G                   | 4335 CAUBLE RD                    |  | SALISBURY        | NC | 28144 | 2725 7TH ST                 | 324 003     | 3.57     |
| SELLS KIRBY A & WF                     | SELLS MISTY G                   | 4335 CAUBLE RD                    |  | SALISBURY        | NC | 28144 | 220 JANE RD                 | 644 095     | 4.38     |
| SELLS KIRBY ALLEN                      |                                 | 4335 CAUBLE RD                    |  | SALISBURY        | NC | 28144 | 3440 OLD MOCKSVILLE RD      | 308 033     | 4.48     |
| SERICELINK LLC                         |                                 | 1355 CHERRINGTON PKWY             |  | MOON TOWNSHIP    | PA | 15108 | 2023 BROWN ST               | 413 195     | 19.34    |
| SERVICELINK LLC                        |                                 | 1355 CHERRINGTON PKWY             |  | MOON TOWNSHIP    | PA | 15108 | 285 GRACELAND PL            | 633A009     | 20.28    |
| SERVICELINK LLC                        | ESCROW TRUST ACCT               | 1355 CHERRINGTON PKWY             |  | MOON TOWNSHIP    | PA | 15108 | 608 MAUPIN AVE              | 013 387     | 262.82   |
| SERVICELINK, LLC                       |                                 | 1355 CHERINGTON PKWY.             |  | MOON TOWNSHIP    | PA | 15108 | 1498 CARSON RD              | 733 001     | 25.83    |
| SFA FIRE PROTECTION INC                |                                 | 4809 S MAIN ST                    |  | SALISBURY        | NC | 28147 | 4809 S MAIN ST              | 169348      | 2.09     |
| SHARP SAMUEL R & WF                    | SHARP ARGEILYN Y                | PO BOX 1366                       |  | GRANITE QUARRY   | NC | 28072 | 0 STONEWYCK DR              | 623F001     | 2.50     |
| SHARPIRO & INGLE, LLP                  |                                 | 119 W COUNCIL ST                  |  | SALISBURY        | NC | 28144 | 1300 LARCHMONT PL           | 335A003M    | 6.07     |



|                                  |                                      |                                     |                        |                |    |       |                               |           |          |
|----------------------------------|--------------------------------------|-------------------------------------|------------------------|----------------|----|-------|-------------------------------|-----------|----------|
| SHEETS COY DANIEL                |                                      | 840 ERNEST MILLER RD                |                        | SALISBURY      | NC | 28147 | 840 EARNEST MILLER RD         | 312 020   | 11.39    |
| SHEHAN ROBERT JAMES & WF         | SHEHAN GLORIA                        | 6345 US HWY 601                     |                        | SALISBURY      | NC | 28147 | 6345 US 601 HWY               | 311 074   | 1.57     |
| SHELBY PETHEL & HUDSON PA        |                                      | 122 N LEE STREET                    |                        | SALISBURY      | NC | 28144 | 810 FOX HOLLOW LN             | 645A014   | 15.23    |
| SHELBY PETHEL HUDSON             |                                      | 122 N LEE ST                        |                        | SALISBURY      | NC | 28144 | MOORESVILLE RD                | 212 083   | 3.08     |
| SHEPARD LAW, PLLC                |                                      | 5160 POPLAR TENT RD.                |                        | CONCORD        | NC | 28025 | 111 LINDA AVE                 | 244A02704 | 1,268.46 |
| SHEPARD LAW, PLLC                | IOLTA TRUST ACCOUNT                  | 5160 POPLAR TENT RD.                |                        | CONCORD        | NC | 28025 | 225 MISTY LN                  | 247 057   | 22.56    |
| SHEPARD LAW, PLLC                |                                      | 5160 POPLAR TENT RD.                |                        | CONCORD        | NC | 28025 | 235 MISTY LN                  | 247 188   | 7.64     |
| SHEPARD LAW, PLLC                |                                      | 5160 POPLAR TENT RD.                |                        | CONCORD        | NC | 28027 | 2260 NC 801 HWY               | 813 016   | 658.57   |
| SHEPARD LAW, PLLC                |                                      | 5160 POPLAR TENT RD.                |                        | CONCORD        | NC | 28027 | 1770 PINE RIDGE RD            | 128 041A  | 494.35   |
| SHERRILL JOSH                    |                                      | 2508 CELOSIA DR                     |                        | CHARLOTTE      | NC | 28226 | 104 RICE ST                   | 156 066   | 6.92     |
| SHERRILL JOSH & WF               | PARTIN MEREDITH                      | 4638 SIERRA VIEW DR                 |                        | DENVER         | NC | 28037 | 534 HEILIGTOWN RD             | 052 061   | 6.38     |
| SHERRILL JOSH & WF               | PARTIN MEREDITH                      | 4638 SIERRA VIEW DR                 |                        | DENVER         | NC | 28037 | 107 SPENCER ST                | 026 106   | 7.66     |
| SHIVE GARY L                     |                                      | 340 BECKWICK LN SE                  |                        | CONCORD        | NC | 28025 | 610 POPLAR AVE                | 149 327   | 5.61     |
| SHIVES VICTOR WAYNE & WF         | SHIVES DORIS C                       | 750 DEER LAKE RUN                   |                        | SALISBURY      | NC | 28146 | 750 DEER LAKE RUN             | 614 106   | 17.17    |
| SHOAF LAW FIRM PA                |                                      | 8414 FALLS OF NEUSE ROAD            | SUITE 104              | RALEIGH        | NC | 27615 | 1111 N LILAC LN               | 458D011   | 2,116.51 |
| SHOAF LAW FIRM PA                |                                      | 8414 FALLS OF NEUSE ROAD            | SUITE 104              | RALEIGH        | NC | 27615 | 1650 BARNHARDT RD             | 221A017   | 1,415.53 |
| SHOEMAKER JUDY HOFFMAN           |                                      | 125 HOFFMAN LANE                    |                        | SALISBURY      | NC | 28147 | 215 HOFFMAN LN                | 305 019   | 6.32     |
| SHUPING RUSSELL EARL & WF        | SHUPING LAURA B                      | 5455 HIGHWAY 152 E                  |                        | ROCKWELL       | NC | 28138 | 5430 E NC 152 HWY             | 426 019   | 2.76     |
| SHUPING RUSSELL EARL & WF        | SHUPING LAURA B                      | 5455 HIGHWAY 152 E                  |                        | ROCKWELL       | NC | 28138 | 5455 E NC 152 HWY             | 426 080   | 2.55     |
| SIFFORD JAMES FREDRICK HEIRS     |                                      | 630 PALMER RD                       |                        | ROCKWELL       | NC | 28138 | 4630 SOUTHWOOD RD             | 408 039   | 7.51     |
| SILK ABSTRACT COMPANY            |                                      | 300 CENTERVILLE ROAD                | SUMMIT SOUTH SUITE 304 | WARWICK        | RI | 02886 | 1050 VIOLA LN                 | 6501014   | 70.00    |
| SIMON PETER W                    | IOLTA ACCOUNT                        | 1835 DAVIE AAVE                     | STE 415                | STATESVILLE    | NC | 28677 | 400 S CAROLINA AVE            | 033 334   | 27.82    |
| SKINNY WHEELS BIKE SHOP          |                                      | 111 W INNES ST                      |                        | SALISBURY      | NC | 28144 | 109 W INNES ST                | 102545    | 9.72     |
| SLK GLOBAL SOLUTIONS AMERICA INC |                                      | 2727 LBJ FREEWAY, SUITE 806         |                        | DALLAS         | TX | 75234 | 99 1ST AVE                    | 164A125   | 885.68   |
| SMITH DEMPSEY L & WF             | SMITH MILDRED J                      | PO BOX 407                          |                        | LANDIS         | NC | 28088 | 200 SKYCREST AV               | 1.21E+143 | 8.87     |
| SMITH EDNA K                     |                                      | 1312 STANDISH ST                    |                        | SALISBURY      | NC | 28144 | 1312 STANDISH ST              | 008 11401 | 3.05     |
| SMITH TIMOTHY BYRON              |                                      | 1155 NC 801 HWY                     |                        | WOODLEAF       | NC | 27054 | 1155 NC 801 HWY               | 806 036   | 7.68     |
| SMITH WILLIAM BRUCE              |                                      | 320 HEGLAR RD                       |                        | MOORESVILLE    | NC | 28115 | 300 HEGLAR RD                 | 227 005   | 41.29    |
| SMITHEY ARTHUR LYNN & WF         | SMITHEY PEGGY LEE BRYANT             | 350 WOODBINE DR                     |                        | SALISBURY      | NC | 28146 | 0 WOODBINE DR                 | 056A068   | 1.70     |
| SNIDER DEBORAH J                 |                                      | 160 HAWKINSTOWN RD                  |                        | SALISBURY      | NC | 28144 | 160 HAWKINSTOWN RD            | 324 273   | 24.40    |
| SOTO LAW PLLC                    |                                      | 1808 EAST BLVD                      |                        | CHARLOTTE      | SC | 28203 | 308 ROSS ST                   | 118C223   | 1,601.08 |
| SOTO LAW PLLC                    | DILLARD BEVERLY H                    | 1808 EAST BLVD                      |                        | CHARLOTTE      | NC | 28203 | 2800 WOODLEAF RD              | 328 110   | 9,472.25 |
| SOUTH STATE BANK                 |                                      | 520 GERVAIS ST SUITE 300            |                        | COLUMBIA       | SC | 29201 | 0 W INNES ST                  | 010 023   | 155.44   |
| SOUTH TEC AVIATION LLC           |                                      | 108 SLEEPY COVE TRL                 |                        | MOORESVILLE    | NC | 28117 | MID-CAROLINA REGIONAL AIRPORT | 172651    | 3.26     |
| SOUTHEAST HYDROBLASTING INC      |                                      | 80 ACCESS RD                        |                        | GASTON         | SC | 29053 | 1570 PINNACLE WAY DR          | 156C084   | 25.22    |
| SOUTHEAST HYDROBLASTING INC      |                                      | 80 ACCESS RD                        |                        | GASTON         | SC | 29053 | 1570 PINNACLE WAY DR          | 169581    | 60.70    |
| SOUTHERN ATLANTIC SPRING         |                                      | PO BOX 130                          |                        | ADEL           | IA | 50003 | 127 ROWAN ST                  | 352 041   | 77.08    |
| SOUTHERN ATLANTIC SPRING MFG &   |                                      | PO BOX 130                          |                        | ADEL           | IA | 50003 | 127 ROWAN ST                  | 169583    | 89.80    |
| SOUTHERN LAW GROUP               |                                      | 11535 CARMEL COMMONS BLVD SUITE 204 |                        | CHARLOTTE      | NC | 28215 | 1030 CHURCHFIELD LN           | 4368012   | 34.36    |
| SOUTHERN LAW GROUP               | NC REAL ESTATE TRUST                 | 11535 CARMEL COMMONS BLVD STE 204   |                        | CHARLOTTE      | NC | 28226 | 1008 MARIE AVE                | 151 308   | 9.32     |
| SOUTHERN LAW GROUP               | NC REAL ESTATE TRUST                 | 11535 CARMEL COMMONS BLVD STE 204   |                        | CHARLOTTE      | NC | 28226 | 430 PETHEL RD                 | 121B128   | 11.40    |
| SOUTHERN LAW GROUP               | NC REAL ESTATE TRUST                 | 11535 CARMEL COMMONS BLVD STE 204   |                        | CHARLOTTE      | NC | 28226 | 112 ENGLISH OAK LN            | 129I009   | 28.13    |
| SOUTHERN LAW GROUP               | NC REAL ESTATE TRUST                 | 11535 CARMEL COMMONS BLVD STE 204   |                        | CHARLOTTE      | NC | 28226 | 520 OLD BRADSHAW RD           | 456 151   | 19.32    |
| SOUTHERN STYLE EVENTS &          | CATERING LLC                         | 1196 FAIRWAY DR                     |                        | KANNAPOLIS     | NC | 28081 | 1196 FAIRWAY DR               | 169602    | 1.49     |
| SOUTHERN TIER EQUESTRIAN LLC     |                                      | 3075 JACKSON RD                     |                        | MOORESVILLE    | NC | 28115 | 3075 JACKSON RD               | 180061    | 1.57     |
| SPEAR CLIFFORD E JR              |                                      | 8201 CHARLES CRAWFORD DR            |                        | CHARLOTTE      | NC | 28269 | 406 BALDWIN AVE               | 033 103   | 11.03    |
| SPEAR CLIFFORD E JR              |                                      | 8201 CHARLES CRAWFORD DR            |                        | CHARLOTTE      | NC | 28269 | 0 S WHITEHEAD AVE             | 033 099   | 1.13     |
| SPRINKLE MARY ANN                | SPRINKLE JOHN DAVID                  | 1180 SAINT PETERS CHURCH RD         |                        | GOLD HILL      | NC | 28071 | 1180 ST PETERS CHURCH RD      | 367 040   | 2.91     |
| STATE EMPLOYEES CREDIT UNION     | ATTN: MIKE CASTELLUCCI / ESCROW DEPT | PO DRAWER 25279                     |                        | RALEIGH        | NC | 27611 | 340 MILLER DR                 | 420B116   | 335.07   |
| STATE EMPLOYEES CREDIT UNION     |                                      | PO DRAWER 25279                     |                        | RALEIGH        | NC | 27611 | 414 MAUPIN AVE                | 014 047   | 21.94    |
| STATE EMPLOYEES CREDIT UNION     |                                      | PO BOX 25279                        |                        | RALEIGH        | NC | 27611 | 150 ACORN OAKS DR             | 417C179   | 13.36    |
| STATE EMPLOYEES' CREDIT UNION    |                                      | PO DRAWER 25279                     |                        | RALEIGH        | NC | 27611 | 1225 CLAUDE AVE               | 464C311   | 8.55     |
| STATON AND BARNES INC            |                                      | 1212 HAWKSNEST RD                   |                        | SALISBURY      | NC | 28146 | 1212 HAWKS NEST RD            | 425 127   | 6.29     |
| STELTZNER LAW PC                 |                                      | 454 SOUTH ANDERSON RD SUITE 302     | BTC BOX 519            | ROCK HILL      | SC | 29730 | 613 FLY FISHER DR             | 207G001   | 2.37     |
| STELTZNER LAW PC                 | NC REAL ESTATE IOLTA                 | 454 S ANDERSON RD STE 302           |                        | ROCK HILL      | SC | 29730 | 1227 OAK HAVEN DR             | 064I018   | 25.62    |
| STEWART MAENETT                  |                                      | 5963 WILLOWOOD RD                   |                        | KANNAPOLIS     | NC | 28081 | 0 E 11TH ST                   | 150 211   | 2.03     |
| STEWART MAENETT                  |                                      | 5963 WILLOWOOD RD                   |                        | KANNAPOLIS     | NC | 28081 | 309 E 11TH ST                 | 150 192   | 6.14     |
| STEWART PHYSICAL THERAPY OF      | ROWAN COUNTY INC                     | ATTN ED STEWART                     | 1713 VAUGHN ROAD       | BURLINGTON     | NC | 27217 | 400 MOCKSVILLE AVE            | 169740    | 4.06     |
| STILLER CHRISTINE T              |                                      | 4050 RICHFIELD RD                   |                        | RALEIGH        | NC | 28137 | 0 RICHFIELD RD                | 536 022   | 2.44     |
| STILLER JOHN RAY                 |                                      | 4050 RICHFIELD RD                   |                        | RALEIGH        | NC | 28137 | PERSONAL PROPERTY             | 171545    | 1.01     |
| STIREWALT DOUGLAS W & WF         | STIREWALT JENNIFER B                 | PO BOX 902                          |                        | CHINA GROVE    | NC | 28023 | 4595 DAUGHERTY RD             | 423 288   | 8.22     |
| STIREWALT DOUGLAS W & WF         | STIREWALT JENNIFER B                 | PO BOX 902                          |                        | CHINA GROVE    | NC | 28023 | 0 DAUGHERTY RD                | 423 321   | 1.45     |
| STIREWALT GEORGE &               | STIREWALT MONTIE S                   | 505 CHAPMAN FARM LANE               |                        | ROCKWELL       | NC | 28138 | 0 CHAPMAN FARM LN             | 437 006   | 120.01   |
| STIRLING DIANE                   |                                      | 328 BEATEN PATH RD                  |                        | MOORESVILLE    | NC | 28117 | 670 KEPLY RD                  | 314 018   | 4.69     |
| STOCKTON HENRY P & WF            | STOCKTON OPAL M                      | 119 PURITY LN                       |                        | CLEVELAND      | NC | 27013 | 119 PURITY DR                 | 264 019   | 4.58     |
| STONE JERRALD D & WF             | STONE BLENDA M                       | 340 MILLER DR                       |                        | SALISBURY      | NC | 28146 | 340 MILLER DR                 | 420B116   | 340.17   |
| STONE PAULA D                    |                                      | 1060 GOLD KNOB RD                   |                        | SALISBURY      | NC | 28146 | 1060 GOLD KNOB RD             | 630 008   | 11.66    |
| STUBBS JEAN OLIVE SNYDER         |                                      | 350 ARBOR RD                        |                        | WINSTON SALEM  | NC | 27104 | 0 PINECROFT LN                | 036A162   | 2.95     |
| STUKES KRYSTAL                   | TRIPLE THREAT DANCE & CHARM          | 129 W CORRIHER AVE                  |                        | SALISBURY      | NC | 28144 | 129 W CORRIHER AVE            | 169793    | 1.03     |
| STURGILL PEGGY                   |                                      | 1174 NC HIGHWAY 194 N               |                        | WEST JEFFERSON | NC | 28694 | 0 NEEDMORE RD                 | 720 057   | 5.59     |
| SUNNISLOR                        |                                      | 2526 FOX FIRE DR                    |                        | SALISBURY      | NC | 28147 | 5870 WILDWOOD DR              | 055 007   | 29.20    |



|                                   |                           |                                |           |                  |    |       |                           |           |          |
|-----------------------------------|---------------------------|--------------------------------|-----------|------------------|----|-------|---------------------------|-----------|----------|
| SWICEGOOD PAPER CORP              |                           | PO BOX 1787                    |           | SALISBURY        | NC | 28145 | 1305 E INNES ST           | 169896    | 2.04     |
| SWICEGOOD TOMMY JOE & WF          | SWICEGOOD CLAUDIA ANN     | 325 HIDDEN HUT RD              |           | SALISBURY        | NC | 28147 | 325 HIDDEN HUT RD         | 4,64E+166 | 11.89    |
| TABOR ROBERT DEWAIN               |                           | 244 TABOR DR                   |           | SALISBURY        | NC | 28144 | 244 TABOR DR              | 324A041   | 6.35     |
| TAPIA JOEL LEMUS                  |                           | 3774 N SHARON AMITY RD #7      |           | CHARLOTTE        | NC | 28205 | 1184 SPRING MEADOW DR     | 815B001   | 1.35     |
| TENNENT EDWARD SMITH JR &WF       | TENNENT LYNDA GREGORY     | 1411 FALLSMEAD WAY             |           | POTOMAC          | MD | 20854 | 755 HIDDEN COVE DR        | 646 115   | 53.78    |
| THARP KELLY M                     |                           | 1512 BALLSVILLE RD             |           | POWHATAN         | VA | 23139 | 0 STOKES FERRY RD         | 631 131   | 1.31     |
| THAT HAIR PAIR                    | MESSICK-HAMMILL DEBBIE    | 7985 FISHER RD                 |           | ROCKWELL         | NC | 28138 | 3020 SHUPING MILL RD      | 433 009   | 5.35     |
| THAT HAIR PAIR                    | MESSICK-HAMMILL DEBBIE    | 7985 FISHER RD                 |           | ROCKWELL         | NC | 28138 | 3120 SHUPING MILL RD      | 433 027   | 7.00     |
| THE DAULKNER LAW FIRM PLLC        |                           | PO BOX 3997                    |           | MOORESVILLE      | NC | 28117 | 155 BEVERLY LN            | 131 197   | 44.40    |
| THE JONAS LAW FIRM                |                           | PO BOX 1594                    |           | DENVER           | NC | 28037 | 106 BELLINGSHIRE DR       | 558A043   | 6,002.66 |
| THE RAYMOND CORPORATION           |                           | 22 S CANAL ST                  |           | GREENE           | IL | 13778 | PERSONAL PROPERTY         | 168811    | 6,276.66 |
| THE REINALT-THOMAS CORPORATION    |                           | 20225 N SCOTTSDALE RD          |           | SCOTTSDALE       | AZ | 85255 | 505 W JAKE ALEXANDER BLVD | 061 242   | 2.71     |
| THE SPERRY LAW FIRM               |                           | 15801 BRIXHAM HILL AVE STE 225 |           | CHARLOTTE        | NC | 28277 | 485 BECK RD               | 309 050   | 26.31    |
| THEBEAU AND ASSOCIATES, PA        |                           | 1960 W. CATAWBA AVE BLDG A-100 |           | CORNELIUS        | NC | 28031 | 706 PERFORMANCE RD        | 239 085   | 38.02    |
| THOMAS & WEBBER PLLC              |                           | 514 WILLIAMSON RD STE 431      |           | MOORESVILLE      | NC | 28117 | 2025 WHITE RD             | 765 005   | 874.39   |
| THOMAS & WEBBER PLLC              |                           | 514 WILLIAMSON RD              | SUITE 431 | MOORESVILLE      | NC | 28117 | 1255 TIMBER SPRING LN     | 207B009   | 2,369.99 |
| THOMAS CHRISTINE GOLDEN           |                           | 6061 BUCKINGHAM DR             |           | BENSALEM         | PA | 19020 | 440 STEEPLECHASE TRL      | 045A092   | 1.87     |
| THOMPSON BETTY JEAN               |                           | 570 WATERS RD                  |           | SALISBURY        | NC | 28146 | 920 LEONARD RD            | 600 023   | 6.95     |
| THOMPSON JAMES I & WF             | THOMPSON ALICE R          | PO BOX 160                     |           | ROCKWELL         | NC | 28138 | 2690 SIDES RD             | 366 052   | 27.72    |
| THORNE CHARLES W &WF              | THORNE VIRGINIA M         | 1515 LAWN SIDE PL              |           | KANNAPOLIS       | NC | 28083 | 0 LAWNSIDE PL             | 151 244   | 2.92     |
| THORNE CHARLES W &WF              | THORNE VIRGINIA M         | 1515 LAWN SIDE PL              |           | KANNAPOLIS       | NC | 28083 | 1515 LAWNSIDE PL          | 151 563   | 2.92     |
| THRIVENI PIUS T & WF              | THRIVENI NICE P           | 240 LAUREL VALLEY WAY          |           | SALISBURY        | NC | 28144 | 246 LAUREL VALLEY WAY     | 326F002   | 404.70   |
| TIMIOS INC                        | NC PROPERTY IOLTA ACCOUNT | 5716 CORSA AVE STE 102         |           | WESTLAKE VILLAGE | CA | 91362 | 6325 US 601 HWY           | 311 082   | 6.81     |
| TITLE 365 COMPANY                 |                           | 345 ROUSER RD BLDG 5 STE 101   |           | CORAOPOLIS       | PA | 15108 | 2410 MORGAN RD            | 521 043   | 14.58    |
| TJ'S TAXI INC                     |                           | 8254 SMITH RD                  |           | KANNAPOLIS       | NC | 28081 | 901 WOODLAWN ST           | 151 455   | 15.20    |
| TODD GLENNA R                     |                           | 494 SONOMA LN                  |           | SALISBURY        | NC | 28146 | 494 SONOMA LN             | 403I020   | 33.41    |
| TOLAN MARIA &                     | EREMIE JACOB              | 175 LAUREL LN                  |           | SALISBURY        | NC | 28147 | 122 OVERBROOK RD          | 463C190   | 7.18     |
| TOLBERT MICHAEL SCOTT             | TEMPLIN SARAH             | 3117 SMITH FARM RD             |           | MATTHEWS         | NC | 28104 | 240 MIDDLE BROOK DR       | 379D099   | 2.62     |
| TRANSTAR NATIONAL TITLE           |                           | 2301 W PLANO PARKWAY STE 105   |           | PLANO            | TX | 75075 | 1011 MOCKSVILLE AVE       | 040 085   | 4,649.52 |
| TREXLER JOHN ALBERT JR & WF       | TREXLER FRIEDA            | 12390 US 52 HWY                |           | GOLD HILL        | NC | 28071 | 12390 US 52 HWY           | 368 043   | 3.40     |
| TREXLER JOHNNIE MAX               |                           | PO BOX 562                     |           | GRANITE QUARRY   | NC | 28072 | 421 W PEELER ST           | 351 013   | 5.17     |
| TREXLER TONY JASON                |                           | 100 REDBIRD LN                 |           | ROCKWELL         | NC | 28138 | 100 REDBIRD LN            | 635A069   | 2.15     |
| TRIVIUM ESCROW & CLOSING          | IOLTA TRUST ACCT          | 692 WARREN AVE                 |           | EAST PROVIDENCE  | RI | 02914 | 1520 ROGERS RD            | 428 194   | 64.45    |
| TROUTMAN CONNIE A                 |                           | PO BOX 25                      |           | FAITH            | NC | 28041 | 213 S MAIN ST             | 413 093   | 4.08     |
| UPRIGHT JO SMITH                  |                           | 320 COOPER RD                  |           | SALISBURY        | NC | 28147 | 320 COOPER RD             | 209 186   | 3.48     |
| UPRIGHT KIMBERLY                  |                           | 8312 SMITH RD                  |           | KANNAPOLIS       | NC | 28081 | 2485 DEAL RD              | 242 115   | 5.43     |
| USR PARENTS, INC                  |                           | PO BOX 9368                    |           | FRAMINGHAM       | MA | 01702 | 355 FAITH RD              | 169668    | 5.48     |
| VANDERBILT MORTGAGE & FINANCE INC |                           | PO BOX 9800                    |           | MARYVILLE        | TN | 37802 | PERSONAL PROPERTY         | 176525    | 178.46   |
| VANDERBILT MORTGAGE & FINANCE INC |                           | PO BOX 9800                    |           | MARYVILLE        | TN | 37802 | 280 HOPE LN               | 115 029   | 9.97     |
| VANDERBILT MORTGAGE & FINANCE INC |                           | PO BOX 9800                    |           | MARYVILLE        | TN | 37802 | 2680 SHUE RD              | 478 005   | 961.51   |
| VANDERBILT MORTGAGE & FINANCE INC |                           | PO BOX 9800                    |           | MARYVILLE        | TN | 37802 | 1490 WILKINSON RD         | 239 105   | 1,131.02 |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 218 RIDGE AVE             | 013 159   | 5.05     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 1022 S CHURCH ST          | 015 090   | 4.54     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 204 W MARSH ST            | 015 189   | 9.79     |
| VARIETY WORLD INC                 | % ROBERT COBB             | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 829 PARK AVE              | 016 410   | 4.25     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 510 N SALISBURY AVE       | 036 040   | 4.54     |
| VARIETY WORLD INC                 | % ROBERT COBB             | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 202 FAIRFAX DR            | 058 110   | 8.35     |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 150 ELDON LN              | 325A063   | 3.11     |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 3380 STATESVILLE BLVD     | 329 002   | 4.45     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 2620 STATESVILLE BLVD     | 329 047   | 11.56    |
| VARIETY WORLD INC                 | % ROBERT COBB             | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 102 WHITE OAKS DR         | 329B260   | 9.04     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 0 ENON CHURCH RD          | 329B284   | 1.83     |
| VARIETY WORLD INC                 | % ROBERT COBB             | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 2377 STATESVILLE BLVD     | 330 032   | 16.18    |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 260 EPPERSON RD           | 330A010   | 5.26     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 2240 STATESVILLE BLVD     | 331 004   | 22.48    |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 4180 STATESVILLE BLVD     | 334A111   | 2.86     |
| VARIETY WORLD INC                 | %ROBERT COBB RENTALS      | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 4140 STATESVILLE BLVD     | 334A116   | 4.93     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 1235 E RIDGE RD           | 321 288   | 2.00     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 1227 FORESTDALE DR        | 326A095   | 8.37     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 1214 ARBOR DR             | 326A10901 | 7.45     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 3120 STATESVILLE BLVD     | 329 021   | 6.18     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 0 STATESVILLE BLVD        | 329 022   | 3.19     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 104 WILLOW RD             | 329B090   | 9.42     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 213 CEDARWOOD DR          | 329B167   | 9.30     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 104 HEMLOCK DR            | 329C266   | 7.52     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 0 STATESVILLE BLVD        | 330 031   | 5.57     |
| VARIETY WORLD INC                 | % ROBERT COBB RENTALS     | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 1416 TILMAN ST            | 005 244   | 3.95     |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 404 SYCAMORE RD           | 329B091   | 7.97     |
| VARIETY WORLD INC                 |                           | 2345 STATESVILLE BLVD          |           | SALISBURY        | NC | 28147 | 2425 ENON CHURCH RD       | 329B103   | 12.89    |
| VARIETY WORLD INC                 |                           | 2425 ENON CHURCH RD            |           | SALISBURY        | NC | 28147 | 300 WILLOW RD             | 329B192   | 12.46    |
| VENERABLE HOLDINGS LLC            |                           | PO BOX 413                     |           | ADVANCE          | NC | 27006 | 213 WALTON RD             | 067A085   | 4.32     |







**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:** Valerie Steele, Airport & Transit Director  
**DATE:** 9/9/2021  
**SUBJECT:** Transit 5311 Grant Resolution Designee Certification

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The 5311 Designation Certification Resolution Form indicates that the BOC has authorized the County Manager to apply, file and execute grant certifications and assurances, grant agreements and cooperative agreements with the State of North Carolina on behalf of Rowan County.

Adopt the resolution and approve the 5311 Designee Certification Form for signature.

**ATTACHMENTS:**

| <b>Description</b>               | <b>Upload Date</b> | <b>Type</b> |
|----------------------------------|--------------------|-------------|
| 5311 Designee Certification Form | 9/9/2021           | Exhibit     |



### **5311 DESIGNEE CERTIFICATION FORM**

Resolution No. \_\_\_\_\_

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Integrated Mobility Division for grant years FY2023– FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

WHEREAS, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County;

NOW, THEREFORE, BE IT RESOLVED BY the Rowan County Board of Commissioners

1. That the County Manager is authorized to execute and file an application for federal assistance on behalf of Rowan County with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That the County Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That the County Manager is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of Rowan County.

The undersigned duly qualified Clerk to the Board of Commissioners, acting on behalf of the Rowan County, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Rowan County Board of Commissioners held on September 20, 2021

(County Seal)

\_\_\_\_\_  
Carolyn Barger, Clerk to the Board

\_\_\_\_\_  
(Date)



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Alyssa Harris, Public Health Director  
**DATE:** 09/10/2021  
**SUBJECT:** RCPH - Grant Funding for Elevate Program

---

The Rowan County Public Health department was approached by the Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance (CHA), to partner on a grant received by CHA to address adolescent health in the shared city of Kannapolis. Cabarrus Health Alliance is providing \$98,455 to accomplish specific grant deliverables to improve the lives of Rowan and Cabarrus County youth. There is no match required for this funding.

We respectfully ask the Board of Commissioners accept the \$98,455 in funding for FY21-22 for Rowan County Public Health to build capacity within Rowan County for adolescent health and well-being. We appreciate the outreach and partnership approach and seek to build our own network of community organizations to lift up our young people.

**ATTACHMENTS:**

| <b>Description</b>                                                       | <b>Upload Date</b> | <b>Type</b>     |
|--------------------------------------------------------------------------|--------------------|-----------------|
| Rowan County Public Health - Request to accept funds for Elevate Program | 9/10/2021          | Backup Material |





**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

## **MEMO**

**To:** Rowan County Board of Commissioners  
**CC:** Aaron Church, County Manager  
**From:** Alyssa Harris, Public Health Director  
**Subject:** Elevate funding from Cabarrus Health Alliance  
**Date:** September 10, 2021

### **Situation:**

The Rowan County Public Health department was approached by the Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance (CHA), to partner on a grant received by CHA to address adolescent health in the shared city of Kannapolis. Cabarrus Health Alliance is providing \$98,455 to accomplish specific grant deliverables to improve the lives of Rowan and Cabarrus County youth. There is no match required for this funding.

### **Background:**

Cabarrus Health Alliance received an Office of Population Affairs grant for their project named "Elevate" which seeks to improve opportunities and promote health for adolescents in Kannapolis. Rowan County shares students with Kannapolis City Schools and has an opportunity to help build capacity for adolescent programming.

This grant provides an opportunity for Rowan County Public Health to act as the chief health strategy organization in our community with ownership of gathering partners together to assess current realities around adolescent health and decide as a community what supports need to be put in place. The grant deliverables are to create a Learning Collaborative with key leaders within Rowan County to complete an equity and needs assessment for adolescents.

### **Assessment:**

This funding would allow Rowan County Public Health to bring positive youth development, equity training, and increase protective factors for youth, such as helping adolescents model healthy behaviors as leaders and form better connections with parents/families.

By accepting the funding, Rowan County Health Department will be responsible for:

- Lead, co-facilitate, and coordinate all Learning Collaborative meetings
- Recruit key Rowan County leaders for Learning Collaborative
- Develop action plans and guide participants in taking action items back to organizations



- Serve as primary liaison for Rowan County partnering organizations
- Facilitate relationships with multi-sector organizations to direct adolescent health programming with an emphasis on addressing equity, increasing protective factors for youth, and addressing risk factors within the Rowan County community
- Secure facilitators to lead group through "Turn the Curve" and other RBA-based activities
- Participate in High School mentoring component by recruiting Rowan County High School students, securing contractual staff relevant to the project, and co-lead all associated meetings.
- Provide trainings and direct program services to the Learning Collaborative
- Engage Healthy Rowan as appropriate in activities related to the learning collaborative and mentor programs.

Recommendation:

We respectfully ask the Board of Commissioners accept the \$98,455 in funding for FY21-22 for Rowan County Public Health to build capacity within Rowan County for adolescent health and well-being. We appreciate the outreach and partnership approach and seek to build our own network of community organizations to lift up our young people.



**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:** Alyssa Harris, Public Health Director  
**DATE:** 09/10/2021  
**SUBJECT:** Bi-Weekly Environmental Health Report

---

Please see the attached report from Environmental Health. We are now fully staffed on Onsite Wastewater division with our last hire. Please see the report to note that we have a less than 2 week backlog for OSWW.

**ATTACHMENTS:**

| <b>Description</b>                           | <b>Upload Date</b> | <b>Type</b>     |
|----------------------------------------------|--------------------|-----------------|
| Bi-Weekly Environmental Health Report_091021 | 9/10/2021          | Backup Material |



| ONSITE WASTEWATER REPORT |                                    |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
|--------------------------|------------------------------------|------------------------|-------------------------------------------|--------------------------------|--------------------------------------|----------------|--------------------------------------------------------|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                          | NUMBER OF INSPECTIONS              |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
|                          | Well Inspections Completed (W1,W3) | Well Permits Requested | Soil/Site Evaluations Completed (S1, S1E) | Soil/Site Evaluation Requested | IP's Completed (S3, S4, S4A, S5, S7) | IP's Requested | Existing System Inspections Completed (S12, S13, S13D) | Existing System Inspections Requested | Final Septic Inspections (S19) | Well Grouts (W2) | Complaints Visited (S25) | Backlog        |
| DATE RANGE               |                                    |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
| Nov-20                   | 27                                 | 26                     | 151                                       | 46                             | 52                                   | 46             | 6                                                      | 6                                     | 49                             | 27               | 8                        | 5 weeks 2 days |
| Dec-20                   | 20                                 | 22                     | 159                                       | 37                             | 31                                   | 37             | 2                                                      | 3                                     | 27                             | 23               | 17                       | 3 weeks 2 days |
| Jan-21                   | 37                                 | 24                     | 181                                       | 66                             | 38                                   | 66             | 7                                                      | 8                                     | 24                             | 25               | 13                       | 2 weeks 1 day  |
| Feb-21                   | 49                                 | 24                     | 189                                       | 48                             | 29                                   | 48             | 9                                                      | 9                                     | 26                             | 24               | 32                       | 4 weeks 4 days |
| Mar-21                   | 48                                 | 47                     | 182                                       | 68                             | 54                                   | 68             | 2                                                      | 3                                     | 52                             | 47               | 11                       | 5 weeks 2 days |
| Apr-21                   | 37                                 | 32                     | 245                                       | 52                             | 48                                   | 52             | 8                                                      | 10                                    | 50                             | 56               | 6                        | 4 weeks 2 days |
| May-21                   | 30                                 | 37                     | 196                                       | 68                             | 58                                   | 68             | 4                                                      | 2                                     | 42                             | 27               | 13                       | 3 weeks 1 day  |
| Jun-21                   | 55                                 | 57                     | 187                                       | 67                             | 59                                   | 67             | 4                                                      | 8                                     | 37                             | 38               | 13                       | 4 weeks 4 days |
| Jul-21                   | 42                                 | 29                     | 190                                       | 53                             | 40                                   | 53             | 5                                                      | 11                                    | 47                             | 30               | 5                        | 3 weeks 2 days |
| Aug-21                   | 52                                 | 39                     | 228                                       | 44                             | 33                                   | 44             | 8                                                      | 9                                     | 44                             | 30               | 6                        | 1 week 4 days  |
| Total                    | 397                                | 337                    | 1908                                      | 549                            | 442                                  | 549            | 55                                                     | 69                                    | 398                            | 327              | 124                      |                |

| BI-WEEKLY ONSITE WASTEWATER REPORT |                                    |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
|------------------------------------|------------------------------------|------------------------|-------------------------------------------|--------------------------------|--------------------------------------|----------------|--------------------------------------------------------|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                                    | NUMBER OF INSPECTIONS              |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
|                                    | Well Inspections Completed (W1,W3) | Well Permits Requested | Soil/Site Evaluations Completed (S1, S1E) | Soil/Site Evaluation Requested | IP's Completed (S3, S4, S4A, S5, S7) | IP's Requested | Existing System Inspections Completed (S12, S13, S13D) | Existing System Inspections Requested | Final Septic Inspections (S19) | Well Grouts (W2) | Complaints Visited (S25) | Backlog        |
| DATE RANGE                         |                                    |                        |                                           |                                |                                      |                |                                                        |                                       |                                |                  |                          |                |
| Oct. 26 - Nov. 6                   | 34                                 | 13                     | 99                                        | 24                             | 29                                   | 22             | 2                                                      | 0                                     | 20                             | 23               | 6                        | 4 weeks 4 days |
| Nov. 9 - Nov. 20                   | 16                                 | 12                     | 78                                        | 26                             | 28                                   | 22             | 2                                                      | 1                                     | 24                             | 18               | 7                        | 4 weeks 4 days |
| Nov. 23-Dec. 4                     | 13                                 | 11                     | 64                                        | 19                             | 21                                   | 19             | 1                                                      | 0                                     | 14                             | 7                | 1                        | 5 weeks 2 days |
| Dec. 7 - Dec. 18                   | 15                                 | 13                     | 62                                        | 24                             | 19                                   | 24             | 0                                                      | 2                                     | 15                             | 10               | 16                       | 4 weeks        |
| Dec. 21 - Jan. 1                   | 1                                  | 7                      | 58                                        | 10                             | 6                                    | 11             | 1                                                      | 1                                     | 8                              | 11               | 1                        | 3 weeks 2 days |
| Jan. 4 - Jan. 15                   | 20                                 | 22                     | 84                                        | 26                             | 18                                   | 26             | 1                                                      | 1                                     | 10                             | 12               | 7                        | 2 weeks 3 days |
| Jan. 18 - Feb. 5                   | 28                                 | 14                     | 126                                       | 48                             | 27                                   | 48             | 6                                                      | 0                                     | 23                             | 18               | 10                       | 2 weeks 1 day  |
| Feb. 8 - Feb. 19                   | 23                                 | 16                     | 92                                        | 29                             | 11                                   | 29             | 8                                                      | 1                                     | 13                             | 9                | 20                       | 3weeks 3 days  |
| Feb. 22 - Mar. 5                   | 23                                 | 10                     | 95                                        | 32                             | 8                                    | 32             | 2                                                      | 0                                     | 14                             | 19               | 9                        | 5 weeks 2 days |
| Mar. 8 - Mar. 19                   | 16                                 | 26                     | 68                                        | 28                             | 32                                   | 28             | 1                                                      | 2                                     | 14                             | 15               | 6                        | 4 weeks        |
| Mar. 22 - Apr. 2                   | 21                                 | 24                     | 79                                        | 40                             | 20                                   | 40             | 0                                                      | 5                                     | 28                             | 24               | 4                        | 4 weeks 3 days |
| Apr. 5 - Apr. 16                   | 16                                 | 14                     | 110                                       | 24                             | 19                                   | 24             | 4                                                      | 5                                     | 28                             | 26               | 1                        | 4 weeks 3 days |
| Apr.19 - Apr. 30                   | 17                                 | 16                     | 118                                       | 22                             | 27                                   | 22             | 4                                                      | 6                                     | 21                             | 28               | 5                        | 4 weeks 2 days |
| May 3 - May 14                     | 14                                 | 19                     | 87                                        | 42                             | 32                                   | 42             | 4                                                      | 1                                     | 22                             | 8                | 0                        | 3 weeks 2 days |
| May 17 - May 28                    | 15                                 | 18                     | 109                                       | 26                             | 24                                   | 26             | 0                                                      | 1                                     | 20                             | 19               | 3                        | 3 weeks 1 day  |



|                   |     |     |      |     |     |     |    |    |     |     |     |                |
|-------------------|-----|-----|------|-----|-----|-----|----|----|-----|-----|-----|----------------|
| May 31 - June 11  | 15  | 30  | 77   | 27  | 29  | 27  | 2  | 5  | 20  | 14  | 10  | 3 weeks        |
| June 14 - June 25 | 26  | 17  | 77   | 28  | 22  | 28  | 2  | 3  | 13  | 16  | 3   | 3 weeks 1 day  |
| June 28 - July 9  | 14  | 10  | 57   | 26  | 17  | 26  | 0  | 1  | 22  | 17  | 1   | 4 weeks 4 days |
| July 12 - July 23 | 19  | 19  | 98   | 15  | 22  | 15  | 4  | 5  | 16  | 15  | 2   | 2 weeks 2 days |
| July 26 - Aug 6   | 24  | 17  | 130  | 27  | 14  | 27  | 5  | 6  | 24  | 14  | 4   | 3 weeks 3 days |
| Aug 9 - Aug 20    | 24  | 15  | 82   | 15  | 19  | 15  | 1  | 1  | 13  | 11  | 3   | 2 weeks        |
| Aug 23 - Sept 3   | 19  | 31  | 91   | 25  | 9   | 25  | 4  | 6  | 23  | 13  | 2   | 2 weeks        |
| Total             | 413 | 374 | 1941 | 583 | 453 | 578 | 54 | 53 | 405 | 347 | 121 |                |

| FOOD & LODGING REPORT |                       |                               |                                           |                                          |
|-----------------------|-----------------------|-------------------------------|-------------------------------------------|------------------------------------------|
|                       | Completed Inspections | Required Inspection Completed | Percent of Required Inspections Completed | Percent of Required Inspections Goal 85% |
| DATE RANGE            |                       |                               |                                           |                                          |
| Jul-20                | 49                    | 38                            | 2.53                                      | 7.08                                     |
| Aug-20                | 67                    | 58                            | 3.83                                      | 7.08                                     |
| Sep-20                | 102                   | 81                            | 5.32                                      | 7.08                                     |
| Oct-20                | 191                   | 125                           | 8.19                                      | 7.08                                     |
| Nov-20                | 54                    | 40                            | 2.61                                      | 7.08                                     |
| Dec-20                | 56                    | 52                            | 3.38                                      | 7.08                                     |
| Jan-21                | 81                    | 63                            | 4.05                                      | 7.08                                     |
| Feb-21                | 109                   | 84                            | 5.35                                      | 7.08                                     |
| Mar-21                | 117                   | 91                            | 5.83                                      | 7.08                                     |
| Apr-21                | 114                   | 89                            | 5.71                                      | 7.08                                     |
| May-21                | 109                   | 86                            | 5.51                                      | 7.08                                     |
| Jun-21                | 112                   | 93                            | 6.04                                      | 7.08                                     |
| Jul-21                | 83                    | 67                            | 4.33                                      | 7.08                                     |
| Aug-21                | 111                   | 100                           | 6.49                                      | 7.08                                     |
| Total                 | 1355                  | 1067                          | 69.17                                     | 99.12                                    |

Required Inspections: 1553

Number of Establishments: 675

| BI-WEEKLY FOOD & LODGING REPORT |                       |                               |                                           |                                          |
|---------------------------------|-----------------------|-------------------------------|-------------------------------------------|------------------------------------------|
|                                 | Completed Inspections | Required Inspection Completed | Percent of Required Inspections Completed | Percent of Required Inspections Goal 85% |
| DATE RANGE                      |                       |                               |                                           |                                          |



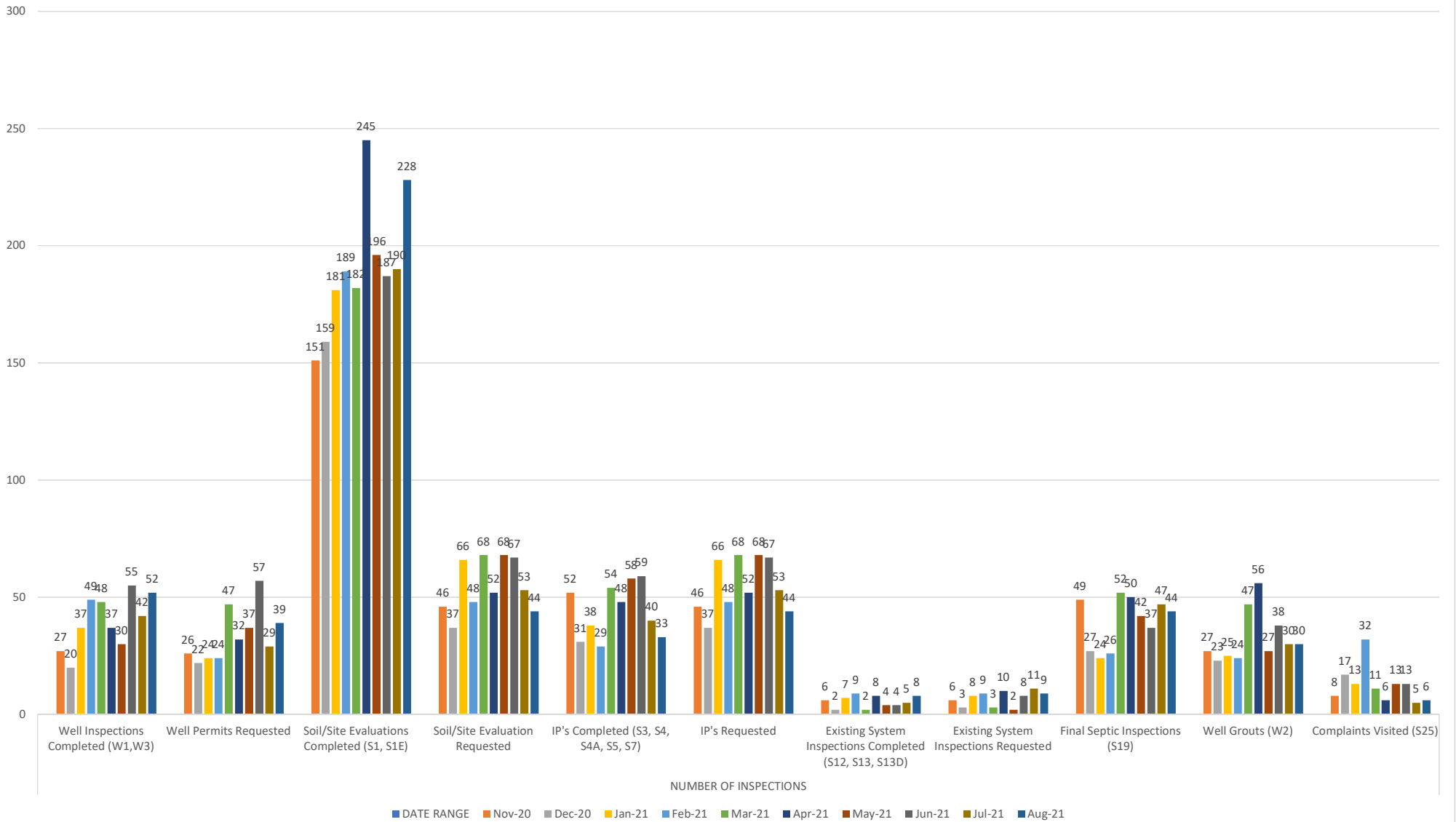
|                   |    |    |      |      |
|-------------------|----|----|------|------|
| Oct. 26 - Nov. 6  | 83 | 39 | 2.58 | 3.27 |
| Nov. 9 - Nov. 20  | 25 | 18 | 1.19 | 3.27 |
| Nov. 23-Dec. 4    | 15 | 18 | 1.19 | 3.27 |
| Dec. 7 - Dec. 18  | 29 | 39 | 2.58 | 3.27 |
| Dec. 21 - Jan. 1  | 9  | 2  | 0.13 | 3.27 |
| Jan. 4 - Jan. 15  | 41 | 28 | 1.84 | 3.27 |
| Jan. 18 - Feb. 5  | 95 | 59 | 3.84 | 3.27 |
| Feb. 8 - Feb. 19  | 58 | 44 | 2.84 | 3.27 |
| Feb. 22 - Mar. 5  | 48 | 41 | 2.65 | 3.27 |
| Mar. 8 - Mar. 19  | 30 | 25 | 1.61 | 3.27 |
| Mar. 22 - Apr. 2  | 59 | 46 | 2.94 | 3.27 |
| Apr. 5 - Apr. 16  | 52 | 38 | 2.43 | 3.27 |
| Apr. 19 - Apr. 30 | 49 | 42 | 2.70 | 3.27 |
| May 3 - May 14    | 46 | 37 | 2.37 | 3.27 |
| May 17 - May 28   | 52 | 42 | 2.69 | 3.27 |
| May 31 - June 11  | 38 | 31 | 2.00 | 3.27 |
| June 14 - June 25 | 47 | 38 | 2.45 | 3.27 |
| June 28 - July 9  | 33 | 28 | 1.82 | 3.27 |
| July 12 - July 23 | 38 | 31 | 2.01 | 3.27 |
| July 26 - Aug 6   | 46 | 42 | 2.71 | 3.27 |
| Aug 9 - Aug 20    | 22 | 21 | 1.36 | 3.27 |
| Aug 23 - Sept 3   | 52 | 44 | 2.84 | 3.27 |
|                   |    |    |      |      |

|       |     |     |       |       |
|-------|-----|-----|-------|-------|
| Total | 967 | 753 | 48.77 | 71.94 |
|-------|-----|-----|-------|-------|

\*Aug 9 - Aug 20 all three F&L Staff out at varying times

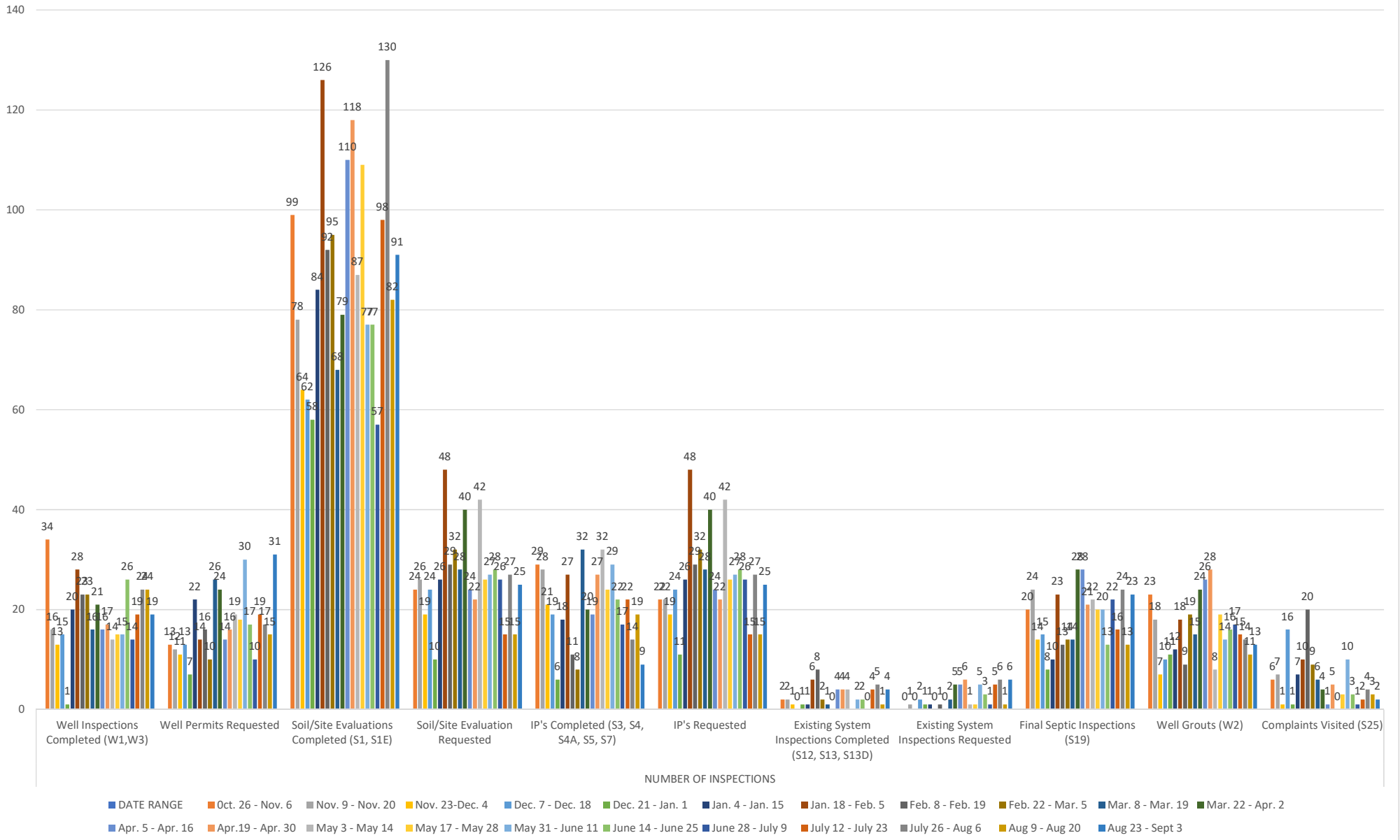


## Monthly Onsite Wastewater Report



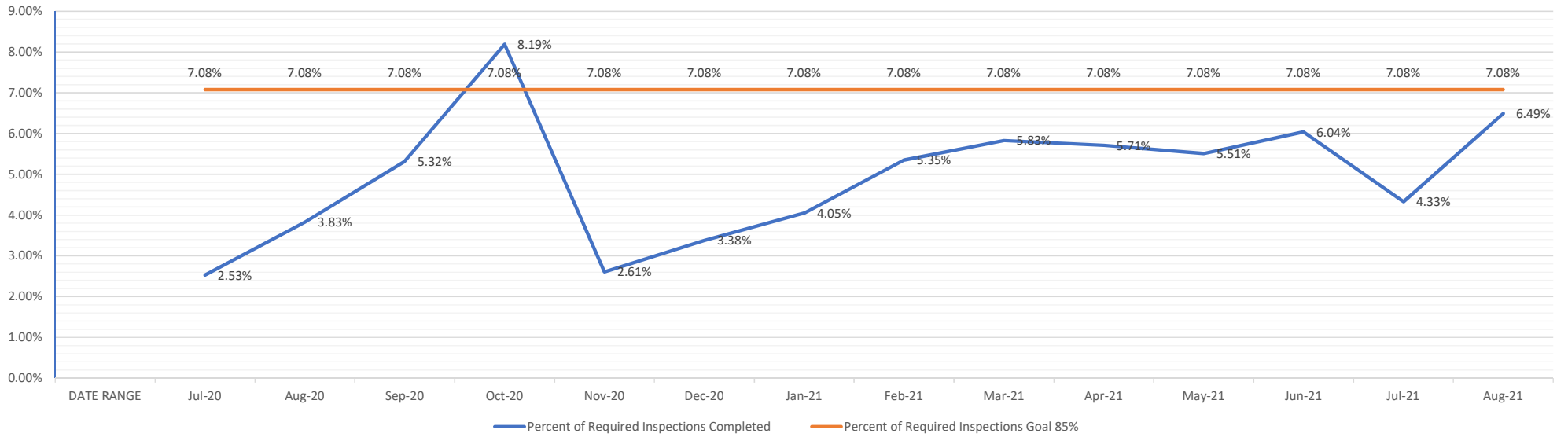


## BI-WEEKLY ONSITE WASTEWATER REPORT

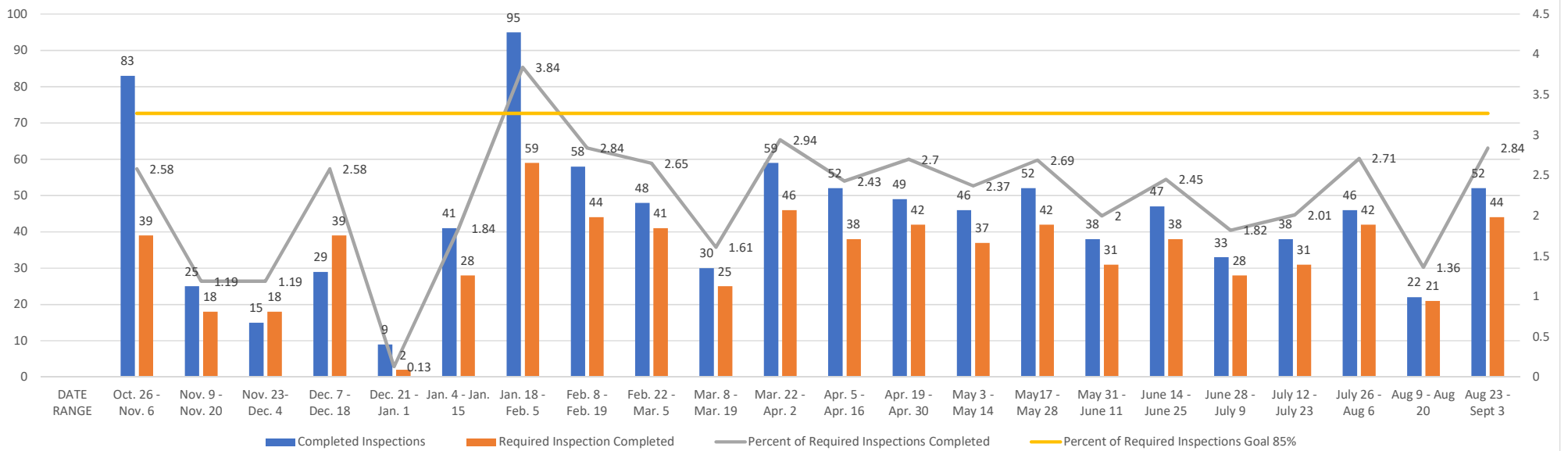




## Food & Lodging Inspections Percent Completed



## BI-WEEKLY FOOD & LODGING INSPECTION REPORT





**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:** Health Department and Finance Department  
**DATE:** September 13, 2021  
**SUBJECT:** ARPA Request and Budget Amendment

---

Please review request from the Health Department to use ARPA funds to purchase a vehicle to be used to help administer vaccination clinics, testing sites and stop the spread of COVID-19.

Please approve the request and the corresponding budget amendment from the Health Department to use ARPA funds to purchase a vehicle to help stop the spread of COVID-19.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| ARPA Funds Request | 9/13/2021          | Backup Material |



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting the use of ARPA funds for purchase of vehicle to help Health Department meet demands of fighting COVID-19.

Prepared by: JHOWDEN  
Date: 9/13/2021

**BUDGET INFORMATION:**

[illegible]





**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

September 10, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The Health Department would like to request the use of ARPA funds to pay for a vehicle to use for our COVID Team. The vehicle would cost no more than \$30,000.00.

The Health Department would use this vehicle for vaccination clinics to carry vaccine and setup materials from location to location. Our staff have been using personal vehicles, which sometimes necessitate multiple trips due to the amount of materials that are needed.

From my understanding, we will continue to offer COVID vaccines through Feb of next year when we look at the 8 months after second dose for third dose events. Clinical Management and COVID staff would be the only staff to use the vehicle.

Respectfully,

A handwritten signature in black ink, appearing to read "Alyssa Harris", is written over a light blue horizontal line.

Alyssa Harris, MPH  
Public Health 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:** Anna Bumgarner  
**DATE:** 9/13/2021  
**SUBJECT:** Award Contract to KMD Construction, Inc for Liberty Street Ramp

---

The Department of Justice (DOJ) did a review of the Liberty Street Ramp at the Rowan County Courthouse. It is required by the DOJ that the ramp be replaced to bring it into compliance with the American's with Disabilities Act (ADA). Pete Bogle was hired to complete the bid process. Four (4) bids were received on September 9, 2021 from GCL Development, Vertex Construction, Salcoa Construction, and KMD Construction. KMD was the low bidder with a base bid of \$69,000 that includes a contingency of \$5,000. The contract also includes unit pricing of \$50 per cubic yard, if upon removal KMD discovers bad soils that need to be replaced.

Attached is the bid tab, low bidder's response and proposed contract with KMD.

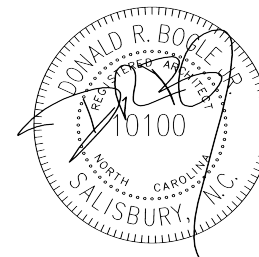
The Facilities and Purchasing Departments recommend that the contract to repair the Liberty Street ramp be awarded to KMD Construction, Inc. with a base bid of \$69,000.

**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b>     |
|-----------------------------|--------------------|-----------------|
| Liberty Street Ramp Bid Tab | 9/13/2021          | Backup Material |
| Liberty Street Ramp KMD Bid | 9/13/2021          | Backup Material |
| Proposed Contract KMD       | 9/15/2021          | Backup Material |



| CONTRACTORS                     | License<br>Number | Bid<br>Bond | AIA<br>A305 | MBE | Addenda<br>#1, 2 & 3 | Base<br>Position | BASE BID     | TOTAL        |
|---------------------------------|-------------------|-------------|-------------|-----|----------------------|------------------|--------------|--------------|
| GCL Development                 | 57228             | check       | n/a         | yes | n/a                  | 4                | \$250,000.00 | \$250,000.00 |
| <i>CJ Loftis</i>                |                   |             |             |     |                      |                  |              |              |
| Vertex Construction             | 74905             | yes         | n/a         | yes | n/a                  | 2                | \$97,000.00  | \$97,000.00  |
| <i>David Hartman</i>            |                   |             |             |     |                      |                  |              |              |
| Salcoa Construction             | 70873             | yes         | n/a         | yes | n/a                  | 3                | \$144,455.00 | \$144,455.00 |
| <i>Josh Triplett/JJZeringue</i> |                   |             |             |     |                      |                  |              |              |
| KMD Construction                | 49998             | yes         | n/a         | yes |                      |                  |              |              |





## FORM OF PROPOSAL Justice Center Ramp Replacement Rowan County, NC

Contractor Name: KMD Construction, LLC

Submitted herewith is my/our proposal for the **Justice Center Ramp Replacement**, for Rowan County owned facilities.

### SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with Rowan County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

### Single Prime Contract:

BASE BID: Sixty Nine Thousand\*\*\*\*\* DOLLARS (\$ 69,000.00)  
(including allowances specified in Section 01020)

### SECTION 2. ALTERNATES: (NONE ON JUSTICE CENTER RAMP PROJECT UNLESS ADDED PER ADDENDUM)

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be "added to" or "deducted from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.



### SECTION 3. UNIT PRICES:

Unit prices are for complete work and no profit or overhead shall be added or deducted when applying unit prices. No work described on the drawings or specifications is to be bid as a unit price. Unit price costs will be used only for additional work the owner may want to include in the work by change order.

#### UNIT PRICE #1: Undercut including compacted refill, per cubic yard: - GENERAL WORK -

This price must also include cost of hauling and LEGALLY DISPOSING of undercut soil from site and hauling structural quality soil to site. Testing costs of soil material characteristics and appropriateness of use as structural fill shall be part of unit cost or otherwise part of general contractor's base bid.

Fifty\*\*\*\*\* DOLLARS ( \$ 50.00 /cu.yd.)

**NOTE:** This unit price cost will be used to determine the exact Allowance dollar amount figure used by the contractor for Change Order Requests in the event of discovered unsuitable soils. The base bid provides for 0 cu. yds. of undercut and fill under this Unit Price. See Division 1 - Allowances.

### SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

**Construction to begin October 11, 2021  
Substantial Completion November 5, 2021**

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

### SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No.            No Addendum Dated             
Addendum No.            Dated             
Addendum No.            Dated             
Addendum No.            Dated           

### SECTION 6. MINORITY PARTICIPATION:

Under GS 143-128.2(c) the undersigned bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation.

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.



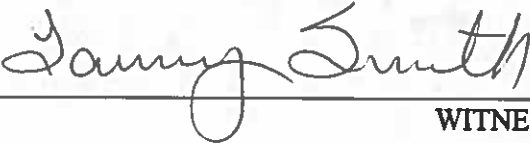
*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort;

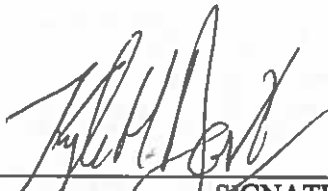
--- OR ---

Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must submit with their bid the Identification of *Minority Business Participation* list and *Affidavit A* or *Affidavit B* as applicable. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.

  
WITNESS

(seal)

  
Manager  
SIGNATURE AND TITLE  
KMD Construction, LLC  
FIRM NAME  
1001 Old West Innes Street  
ADDRESS  
Salisbury, NC 28144  
CITY, STATE, ZIP  
49998  
LICENSE NUMBER  
September 9, 2021  
DATE



## Identification of HUB Certified/ Minority Business Participation

I, KMD Construction, LLC  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

| Firm Name, Address and Phone # | Work Type | *Minority Category | **HUB Certified (Y/N) |
|--------------------------------|-----------|--------------------|-----------------------|
| Dunlap LLC 336.987.7559        | Paint     | F                  | Y                     |
| Greensboro, NC                 |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
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|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |
|                                |           |                    |                       |

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 1,900.00.



# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Rowan

(Name of Bidder)

Affidavit of KMD Construction, LLC

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)**

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

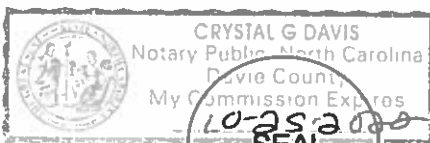
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 9/9/2021 Name of Authorized Officer: Kyle M. Davis

Signature: \_\_\_\_\_

Title: Manager



State of NC, County of Rowan

Subscribed and sworn to before me this 9th day of September 20 21

Notary Public Crystal G Davis

My commission expires 10/25/2022



**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract  
with Own Workforce.**

County of Rowan

Affidavit of KMD Construction, LLC

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

N/A

(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
KMD Construction, LLC \_\_\_\_\_ as  
principal, and Philadelphia Indemnity Insurance Company \_\_\_\_\_, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
Rowan County \_\_\_\_\_ as obligee,  
in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% \_\_\_\_\_ DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ 9th \_\_\_\_\_ day of September , \_\_\_\_\_ 2021 \_\_\_\_\_

WHEREAS, the said principal is herewith submitting proposal for

Justice Center Ramp Replacement

and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

KMD Construction, LLC \_\_\_\_\_ (SEAL)

By: [Signature] \_\_\_\_\_ (SEAL)

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

Philadelphia Indemnity Insurance Company \_\_\_\_\_ (SEAL)

By: Debra S. Ritter \_\_\_\_\_ (SEAL)

Debra S. Ritter , Attorney-in-Fact





PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: Bid Bond  
Principal: KMD Construction, LLC  
Obligee: Rowan County

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Debra S. Ritter** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

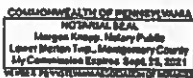
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of September, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY







# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the \_\_\_\_\_ day of September  
in the year Two Thousand Twenty One (2021)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

This document has important  
legal consequences.  
Consultation with an attorney is  
encouraged with respect to its  
completion or modification.

and the Contractor:  
*(Name, legal status, address, and other information)*  
KMD Construction LLC  
1001 W. Innes Street  
Salisbury, NC 28144

for the following Project:  
*(Name, location and detailed description)*  
Rowan County Courthouse Liberty Street Ramp  
115 W. Liberty Street, Salisbury, NC

This project involves the demo and replacement of an exterior ADA ramp for  
Rowan County at the E. Liberty Entrance of the Justice Center Building, including  
concrete work, railings, lighting, and other related items as described in the  
Construction Documents dated August 2021 and bid on September 9th, 2021.

The Architect:  
*(Name, legal status, address, and other information)*  
Bogle Firm Architecture, PLLC  
110 N Main St Ste 200  
Salisbury, NC 28144

The Owner and Contractor agree as follows.

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## TABLE OF ARTICLES

|    |                                                  |
|----|--------------------------------------------------|
| 1  | THE WORK OF THIS CONTRACT                        |
| 2  | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION  |
| 3  | CONTRACT SUM                                     |
| 4  | PAYMENT                                          |
| 5  | DISPUTE RESOLUTION                               |
| 6  | ENUMERATION OF CONTRACT DOCUMENTS                |
| 7  | GENERAL PROVISIONS                               |
| 8  | OWNER                                            |
| 9  | CONTRACTOR                                       |
| 10 | ARCHITECT                                        |
| 11 | SUBCONTRACTORS                                   |
| 12 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 13 | CHANGES IN THE WORK                              |
| 14 | TIME                                             |
| 15 | PAYMENTS AND COMPLETION                          |
| 16 | PROTECTION OF PERSONS AND PROPERTY               |
| 17 | INSURANCE & BONDS                                |
| 18 | CORRECTION OF WORK                               |
| 19 | MISCELLANEOUS PROVISIONS                         |
| 20 | TERMINATION OF THE CONTRACT                      |
| 21 | CLAIMS AND DISPUTES                              |

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐

The date of this Agreement.

☐

A date set forth in a notice to proceed issued by the Owner.





Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

October 11, 2021

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 2.2** The Contract Time shall be measured from the date of commencement.

### **§ 2.3 Substantial Completion**

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*



Not later than ( ) calendar days from the date of commencement of the Work.



By the following date: November 5th, 2021

**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## **ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*



Stipulated Sum, in accordance with Section 3.2 below



Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below



Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§ 3.2** The Stipulated Sum shall be Sixty Nine Thousand dollars

(\$ 69,000.00 ), subject to additions and deductions as provided in the Contract Documents.



**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

(none)

**§ 3.2.2** Unit prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

| Item                              | Units and Limitations | Price per Unit (\$0.00) |
|-----------------------------------|-----------------------|-------------------------|
| Unit Price #1: Under-cut and fill | per Cubic Yard        | \$50.00                 |

**§ 3.2.3** Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

| Item                | Price      |
|---------------------|------------|
| General Contingency | \$5,000.00 |

### **§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

### **§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A



**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed N/A

(\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

N/A

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 3.4.3.3** Unit Prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A  |                       |                         |

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

| Item | Price |
|------|-------|
| N/A  |       |

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A



§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$250 per day, see Specifications Section 01011.

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the FIRST day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% retainage on each Pay Application up to a maximum of 5% of the Stipulated Sum (\$3,450)

See Supplementary Condition 9.3.1.3.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;



- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 21.6 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

§ 6.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|



**§ 6.1.4 The Specifications:**

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See attached Table of Contents for Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

**§ 6.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title                  | Date        |
|--------|------------------------|-------------|
| A0.1   | Cover Sheet/Appendix B | August 2021 |
| A1.1   | Ramp Plans             | August 2021 |
| A2.1   | Ramp Sections          | August 2021 |

**§ 6.1.6 The Addenda, if any:**

| Number | Date | Pages |
|--------|------|-------|
| N/A    |      |       |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:**

**.1 Other Exhibits:**

*(Check all boxes that apply.)*

☐

Exhibit A, Determination of the Cost of the Work.

☐

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐

The Sustainability Plan:

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/



Title

Date

Pages

☐

Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

**.2 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents.)*

## **ARTICLE 7 GENERAL PROVISIONS**

### **§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

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professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.



### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's



capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.



### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.



### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.



§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

##### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;



- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

**§ 15.2.3** When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 15.2.4** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 15.2.5** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### **§ 15.3 Applications for Payment**

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.



**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

## **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.



§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.



The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million (\$ 2,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than two million (\$ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000 ) each accident, five hundred thousand (\$ 500,000 ) each employee, and five hundred thousand (\$ 500,000 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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#### **§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage                                                                                              | Limits |
|-------------------------------------------------------------------------------------------------------|--------|
| See Supplementary General Conditions,<br>page 8, for full details of required<br>Insurance coverages. |        |

#### **§ 17.2 Owner's Insurance**

##### **§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

##### **§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.



### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

#### Coverage

#### Limits

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### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it



promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 19.4 The Owner's representative:**

*(Name, address, email address and other information)*

Don Bringle

130 West Innes Street

Salisbury, NC 28144

don.bringle@rowancountync.gov

### **§ 19.5 The Contractor's representative:**

*(Name, address, email address and other information)*

Kyle Davis, KMD Construction

1001 West Innes Street

Salisbury, NC 28144

kyle@kmdconstruction.net

704.636.6560



§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

#### § 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the

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Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### **§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes



- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Aaron Church, County Manager  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Kyle Davis, President  
\_\_\_\_\_  
*(Printed name and title)*





# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017 Exhibit A

## Determination of the Cost of the Work

### for the following PROJECT:

*(Name, location and brief description)*

Rowan County Courthouse Liberty Street Ramp

115 W. Liberty Street, Salisbury, NC

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

### THE OWNER:

*(Name, legal status, address and other information)*

Rowan County

130 W. Innes Street

Salisbury, NC 28144

### THE CONTRACTOR:

*(Name, legal status, address and other information)*

KMD Construction LLC

1001 W. Innes Street

Salisbury, NC 28144

### THE ARCHITECT:

*(Name, legal status, address and other information)*

Bogle Firm Architecture, PLLC

110 N Main St Ste 200

Salisbury, NC 28144

## ARTICLE A.1 COSTS TO BE REIMBURSED

### § A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

### § A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.



**§ A.1.2.2.1** Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:  
*(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)*

**§ A.1.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ A.1.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.

**§ A.1.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ A.1.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

### **§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ A.1.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ A.1.4.2** Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.1.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ A.1.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ A.1.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.1.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

### **§ A.1.6 Miscellaneous Costs**

**§ A.1.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.



§ A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ A.1.6.2 Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

§ A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.

§ A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

§ A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ A.1.6.6 Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.

§ A.1.6.7 Costs of document reproductions and delivery charges.

§ A.1.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ A.1.6.9 Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ A.1.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ A.1.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work with the Owner's prior approval.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § A.1.8 Related Party Transactions

§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which

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any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ A.1.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

## **ARTICLE A.2 COSTS NOT TO BE REIMBURSED**

**§ A.2.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS**

**§ A.3.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ A.3.2** Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ A.4.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ A.4.2** When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the



Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.4.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

## **ARTICLE A.5 ACCOUNTING RECORDS**

**§ A.5.1** The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.2** When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

**§ A.5.3** The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ A.5.4** If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

**§ A.5.5** If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner  
**DATE:** 9/13/2021  
**SUBJECT:** Permission to Release RFP for Cardiac Monitors

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Rowan County Emergency Services wishes to send out a Request for Proposals (RFP) for the purchase of 20 Cardiac Monitors. Some of these devices will be purchased using American Rescue Plan (ARP) funds. This will be scored by committee that includes County Manager, Assistant County Manager, Purchasing Director and Emergency Management Director.

The Emergency Services Office and the Purchasing Department recommend that the Request for Proposal be sent out by Rowan County.

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b>     |
|-------------------------------|--------------------|-----------------|
| RFP 2022-007 Cardiac Monitors | 9/13/2021          | Backup Material |





2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

## **ROWAN COUNTY EMERGENCY SERVICES – EMS DIVISION**

### ***Request for Proposal***

#### **Cardiac Monitor**

#### **RFP # 2022-007**

#### **INTENT OF THIS REQUEST FOR PROPOSAL**

This Request for Proposal (RFP) is intended to provide vendors with a common, uniform set of specifications to assist them in the development of their proposal and to provide a uniform method for the County to fairly evaluate such proposals and subsequently select a vendor from which to purchase cardiac monitors. The County will be using federal funding for part of this purchase and therefore federal terms have been included as part of the RFP.

The following specification describes a new cardiac monitor that is expected to be acquired by the County. The specification describes the needs of the County. Please note that the following specifications represent minimum general terms or requirements. While it is not the intent of this purchaser to preclude any qualified respondent from submitting a proposal, it must be clear that any respondent deviating in any substantial manner from these specifications will be rejected as being non-compliant.

In responding to this RFP, vendors should follow the prescribed format and use the forms included, thus providing the County with data that is easily compared with data submitted by other vendors in order to fairly and objectively evaluate the proposal.

The County assumes no responsibility for conclusion or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of the RFP or any documents provided by the Bidding Agency other than those given in writing by the County through the issuance of addenda. In no event may a vendor rely on any oral statement by the County or its agents, advisors or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs, requirements of County not necessarily assumed in this RFP and to submit a completed proposal accordingly.

#### **INSTRUCTIONS FOR RESPONDENTS**

This specification establishes standards for twenty (20) cardiac monitors.

Proposals received shall be evaluated by the County. This evaluation will be based on but not limited to; references and/or manufacturer's experience, completeness of proposal, exceptions, price, and delivery schedule. *Price alone will not be considered the determining factor in selection of the supplier.*

Proposals taking total exception to these specifications will not be accepted.

Any exception to the provisions in these specifications must be marked in the body of this document and itemized on a separate attached page(s) titled **EXCEPTIONS**. Referenced by section and paragraph, a detailed explanation of the exception shall be provided along with by the respondent's alternative proposal.



Proposals not following this format shall not be considered. **NO EXCEPTIONS TO THIS SECTION.**

The respondent shall indemnify and hold harmless the County from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The Respondent shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may ensue thereafter.

Failure to deliver any part of the order to the terms required may be considered by the respondent as a breach of contract. In such case the cardiac monitor(s) and equipment may be rejected and the County shall retain the right to require forfeiture of the full amount of the Performance Bond (if required) as liquidated damages.

Failure to deliver the cardiac monitors as specified in this RFP within 120 days of the receipt of Purchase Order shall allow the County to invoke a penalty for non-performance. That penalty, in the amount of \$200 per day per unit for every day beyond the 120 days specified, may be wholly or partially enforced at the discretion of the County.

When submitting their Proposal, Respondents must return all pages of these specifications as part of the Proposal as it will be part of the Contract between the respondent and the County. Caution should be taken by the Respondent that all questions are answered in the spaces provided and that all information requested is provided.

It is the Respondent's responsibility to be familiar with all federal, state, and local laws, ordinances, codes, and regulations concerning the submission of this RFP and the work it effects. Ignorance of said enactments shall not relieve the Respondent of responsibility to comply or complete the work as proposed.

The Respondent, County staff and Board of Commissioners, with the exception of the Purchasing Director, shall have no communication regarding this RFP beginning September 15, 2021. In the event a clarification is requested on the contents of this specification, the questions shall be sent by **5pm on Tuesday, September 28, 2021** and shall be addressed via email or in writing to:

Rowan County Purchasing Department  
Attn.: Anna Bumgarner  
130 West Innes Street  
Salisbury, NC 28144  
anna.bumgarner@rowancountync.gov

When a Respondent requests clarification, a copy of the request and the County's reply will be posted on the County website by **Friday, October 1, 2021**. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>.

The cardiac monitor(s) shall, at the time of delivery, conform to the minimum requirements of the latest standards covering equipment of this type. This shall include federal, state and local requirements.

In the event the respondent represents more than one cardiac monitor manufacturer meeting the manufacturer requirements outlined herein, then the respondent shall "only" offer the highest quality cardiac monitor(s) that the respondent represents. Multiple proposals from the same respondent on different manufacturers may be accepted if more than one manufacturer exhibits the same quality standards. This County is seeking quality equipment. Respondents are asked to offer only the product(s) of the highest level of quality represented by that respondent.

By signing this document, the Respondent agrees that this Proposal is made without any understanding, agreement or connection with any other person, firm or corporations making a proposal for the same purpose, and that this proposal is in all respects fair and without collusion or fraud.



Current literature and detailed specifications on the unit proposed shall be included with the proposal submittal.

Are the INSTRUCTIONS FOR RESPONDENTS understood and met?

Yes \_\_\_\_ No \_\_\_\_ Respondent's initials: \_\_\_\_

#### **TYPE OF PROPOSALS TO BE SUBMITTED**

The information requested within the proposal must be furnished in full. Any respondent not completing this proposal or not furnishing any required information will not be considered. If a respondent will not furnish a material or fabrication process exactly as described in this specification, then that difference must be designated in the list of exceptions. If a substitution is being proposed, then the respondent must note the section to which the alternative is being proposed and provide technical data, supported by an engineer, supporting the fact that the substitute is equal to or better than the item as specified. If this data is not submitted with the proposal, then the proposal shall be rejected as being non-compliant. Respondent added narrative describing a substitution as being clarification, exceeding, being equal to, etc. will not be accepted. Statements such as these, with or without the technical data described in this section, will cause the proposal to be rejected as being noncompliant.

This County reserves the right to require samples of any deviating material to be provided for evaluation.

Does the respondent comply with these requirements? Yes \_\_\_\_ No \_\_\_\_ Respondent's initials: \_\_\_\_

All Proposals shall be received sealed in a clearly marked envelope by **3pm EST on Wednesday, October 6, 2021** at the following address:

Rowan County Purchasing Department  
Attn: Anna Bumgarner  
130 W. Innes Street  
Salisbury, NC 28144

Timeline

| DATE               | EVENT                                               |
|--------------------|-----------------------------------------------------|
| September 21, 2021 | <i>Issuance of RFP. The County issues this RFP.</i> |
| September 28, 2021 | <i>Submission of Written Questions</i>              |
| October 1, 2021    | <i>Addendum Posted on County Website</i>            |
| October 6, 2021    | <i>Proposal Due</i>                                 |
| October 18, 2021   | <i>Contract awarded by Board</i>                    |



# Detailed Request for Proposal Specifications

## **GENERAL REQUIREMENTS**

All cardiac monitors shall include automated external defibrillator (AED) with both manual and automatic modes. The devices shall have Food and Drug Administration Premarket approval (FDA PMA).

### **Payment**

Payment shall be made on delivery of the purchased item, or upon completion of all work contracted for (whichever occurs later) and performed to the satisfaction of the County.

All prices shall quote F.O.B. destination basis, at the County's specified location. Prices shall be complete and include all warranties and equipment specified. Allowances will not be made for incorrect or incomplete proposals.

All prices, terms and conditions must be specified on the Request for Proposal Form.

### **Training**

The successful bidder will provide no less than 5 days or 25 hours of training time to all Rowan County EMS Division employees. The training plan and amount of time will be determined by Rowan County EMS. **NO EXCEPTIONS**

Does the respondent comply with the GENERAL REQUIREMENTS? Yes \_\_\_\_ No \_\_\_\_  
Respondent's initials: \_\_\_\_\_

## **WARRANTY**

The proposal shall include all warranties that are required in the following detailed specifications. The minimum acceptable warranty periods are noted below. In the blank lines the respondent shall note the terms of the warranty that apply to the manufacturer being proposed.

The respondent shall provide a minimum 60-month Warranty on the cardiac monitors, which covers defective parts and/or components, improper choice of materials, parts and/or components, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete cardiac monitor, exclusive of the accessory cables, and shall include any and all costs for labor and parts or materials required to correct deficiencies. It is not the intent of this requirement that items such as light bulbs, or equipment installed in or on the cardiac monitor which are covered by their own separate and specific warranty statements, be included in this warranty. The warranty shall also include a loaner equipment or guarantee of repair within 72 hours.

State the General warranty terms you are proposing:

Number of year's \_\_\_\_\_

All warranties shall be from the manufacturer as opposed to a distributor or service center. This is necessary for the protection of the County, and to guarantee a certain known level of service and warranty. If, however, the respondent feels that it is necessary to modify the manufacturer's warranties, then the respondent shall state why this modification is necessary. In addition, the respondent shall provide a full descriptive warranty certificate describing the warranty modification and the fact that it takes specific precedence over the warranty offered by the manufacturer. If no such certificate is provided, then the modified warranty shall be considered invalid and the manufacturer's warranty shall remain in force. If the manufacturer states that no party is permitted to modify its warranty, then any warranty modification provided by the respondent, despite being in writing, shall automatically be rejected.



Yearly preventative maintenance will provide and included within the 60-month warranty. The preventative maintenance will be performed on site at Rowan County EMS and will be performed by personnel trained by the manufacturer at no additional cost to the County.

As new technology becomes available during the warranty period Respondent shall communicate these changes to the County and will provide the County with options to upgrade and/or replace with new devices at no additional charge.

In order to simplify the evaluation, process the following questions must be answered and this section must be initialed by the respondent.

Are the warranties pro-rated in any manner? Yes \_\_\_\_ No \_\_\_\_

If yes explain:

---

Are the warranties transferable? Yes \_\_\_\_ No \_\_\_\_

If yes explain:

---

Has the respondent modified the manufacturer's warranties? Yes \_\_\_\_ No \_\_\_\_

If yes explain:

---

If yes was chosen above, has the respondent included modified written warranties? Yes \_\_\_\_ No \_\_\_\_

If no explain:

---

If 'yes' was chosen above, has the respondent included financial statements, for the last five (5) years, of the warranty modifier? Yes \_\_\_\_ No \_\_\_\_

If no explain:

---

Respondent shall initial that WARRANTY is understood and answered truthfully. Initials: \_\_\_\_

### **INSURANCE**

Proof of current liability insurance shall be supplied. The proof of insurance shall bear the insurance carrier's name, address and phone number. The proof shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date and the individual limits. The minimum amount of coverage shall be as follows.

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.
- Cyber liability in the minimum amount of \$1,000,000 per occurrence



The amount of Product Liability must be adhered to by both manufacturer and dealer, who will be providing the product. Utilizing the cardiac monitor manufacturer's insurance will be acceptable if the respondent is an authorized dealer, they also must have coverage.

Respondents failing to submit proof of the above requirement cannot be accepted and their Proposal will be rejected.

All Respondents must have any and all current licenses required by state law to do business in the state North Carolina.

All equipment furnished shall be guaranteed to be new and of current manufacture; meet all requirements of this specification; and be in proper operating condition at the time of delivery. All parts shall be of high-quality workmanship and construction.

No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

Does the respondent comply with INSURANCE requirements? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

### **SERVICE AVAILABILITY**

Service continuity will be a factor in the award of this proposal. Convenience and experience will be determining factors in defining acceptable service. A service facility within a radius as described below will be required. Personnel performing the service shall be trained by the manufacturer. In order to evaluate the proposed service facility, the following information shall be provided on the appropriate lines.

Radius from County: Not more than 120 miles.

Facility Name (If not the manufacturer): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: Toll Free Preferably: \_\_\_\_\_

If a service facility is not available within the proposed radius, the service will be completed onsite within a reasonable amount of time. If onsite service is unavailable and the service would be required to be completed at the manufacturer or a service center outside the 120-mile radius, explain the process.

### **RESPONDENT DOCUMENTATION REQUIREMENTS**

The respondent shall utilize these specifications and return their proposal in the same format. Submission of the specifications in alternate format will be grounds for rejection.

Are your specifications in the same format? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

### **NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid response, the Respondent and/or the Respondent's authorized representatives certify under penalty of perjury, that to the best of their knowledge and belief the following:



The prices in the bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor, and

Unless otherwise required by law, the prices which have been quoted in the response have not knowingly been disclosed by the Respondent and will not knowingly be disclosed by the Respondent, prior to the public bid opening, either directly or indirectly to any competitor, and;

No attempt has been made or will be made by the Respondent, for the purpose of restricting competition, to induce any person, partnership or corporation not to submit a response.

Does the respondent comply with this requirement? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Respondent/Contractor agrees to comply with all federal statutes relating to non-discrimination. These include but are not limited to:

- (a) Title VI of the civil rights act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 16811683, and 1685-1686), which prohibits discrimination on the basis of sex
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990
- (d) The Age Discrimination Act of 1974, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism
- (g) 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records
- (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (i) Any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (j) The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

Does the respondent comply with this requirement? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

### **DRUG FREE WORK PLACE:**

The Respondent shall conduct business as a Drug Free Workplace. The Respondent/Manufacturer and ALL of its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Bidder's Drug-Free Workplace Policy shall be furnished to this agency upon request.



Does the respondent comply with this requirement? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

**DEBARMENT STATUS**

By submission of this bid response, the Respondent and/or its authorized representatives, certify under penalty of perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or bid on contracts by any agency within the home state of Rowan County Emergency Services, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of Rowan County Emergency Services.

Does the respondent comply with this requirement? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_

DRAFT



## **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Does the respondent comply with this requirement? Yes \_\_\_\_ No \_\_\_\_ Initials \_\_\_\_



## **DETAILED SPECIFICATION**

### **I. ECG**

The cardiac monitor must be capable of performing 3, 4, 5, and 12-lead ECG monitoring.

### **II. Defibrillation**

The cardiac monitor must be capable of performing manual Biphasic Defibrillation with the capability of performing the defibrillation at various energy levels for both adult and pediatric patients. The charge time should be no longer than 10 seconds.

### **III. Fixed and demand modes**

The cardiac monitor must be capable of performing fixed and demand modes at variable rates and amps.

### **IV. Cardioversion**

The cardiac monitor must be capable of Synchronized Cardioversion

### **V. Pulse Oximetry**

The cardiac monitor must be capable of Pulse Oximetry

### **VI. Micro-stream Capnography**

The cardiac monitor must be capable of Micro-stream Capnography with and without oxygen delivery.

### **VII. Blood Pressure**

The cardiac monitor must be capable of Non-invasive blood pressure monitoring utilizing disposable blood pressure cuffs with sizes available for infant, pediatric, adult, and large adult.

### **VIII. Temperature**

The cardiac monitor must be capable of contact Temperature monitoring.

### **IX. Battery/Power**

The cardiac monitor must have internal battery capability to provide an operating time that can provide >12 hours of normal operating time. The cardiac monitor must provide some form of external power supply, either in the form of a charging cable and/or external battery charger with spare battery.

### **X. Data Transmission**

The cardiac monitor must have integrated Wi-Fi 802.11/b/g/n that supports connections to the in-vehicle router via WPA2 Personal. Please list the maximum number of stored Wi-Fi profiles each monitor can be configured. The cardiac monitor (optionally) should be capable of an integrated cellular connection via Verizon or AT&T FirstNet with a M2M data plan that allow for direct transmission of monitor data without reliance on the in-vehicle router. Please provide pricing options and well as annual fees per device.



## **XI. Cloud Data Storage**

It is preferred that the cardiac monitor be capable of and include data storage via cloud storage or any internet-based storage. Data must be able to be imported into Electronic Healthcare Records platform ESO. Data will be available to be transmitted in real time, including voice and video via in-vehicle router or directly via cellular. 12-Lead ECG transmission in real time, including simultaneous transmissions to multiple sites or destinations. The monitor should be capable of real time interactivity and receive information back from 12-Lead transmissions. All software licenses and annual subscription fees shall be included.

## **XII. Data Importation into ESO**

The cardiac monitor must be capable of importing data from cloud storage and/or the device into ESO.

## **XIII. Accessories**

Each cardiac monitor will include one (1) each cord needed and accessory device per monitor including the following:

Cables to perform:

- ECG Monitoring
- Adult Pulse Oximetry
- Temperature Measurement
- Non-invasive blood pressure
- Defibrillation

Consumables

Provide a list of consumables required for operation of the device (ie. defibrillation pads) List shall include manufactures suggested part numbers, MSRP and state if device will function with a generic equivalent.

Vehicular Mounting

Each bid should include a recommendation on a vehicular mounting system compatible with the manufacturers device. The mount must have the following capabilities: quick release, swivel, easy positioning & viewing, immediate access for loading and unloading and versatility for countertop or wall use.

## **IVX. Product Lifecycle**

Provide the original release date of the cardiac monitor / AED product along with its current production and support status. Also note the general life expectancy for this product and anticipated discontinuation, end of support (EOS), and end of life (EOL) dates. If exact dates are not projected, please provide the number of years between each stage in the product lifecycle.



## **VX. Options**

Provide a listing of all available options or add-ons. Each response must list a unit price for available accessories this must include:

- An explanation of how accessories are added
- if the vendor will need to touch devices to make the upgrades
- if any additional hardware or consumable goods (generic equivalent if available) are required

### **Recording**

Provide if voice recording and/or video recording are available with the device and pricing.



## **PROPOSAL FORM**

It is agreed by the undersigned respondent that the signing and delivery of this proposal represents the respondent's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the contract by this agency, will represent the agreement between the parties.

Sign in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: \_\_\_\_\_

Signed (in ink): \_\_\_\_\_  
(Signature of Officer of Company)

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cardiac Monitor  
Manufacturer: \_\_\_\_\_

Model Designation: \_\_\_\_\_

Delivery will be made within 120 days of receipt of the purchase order by the Dealer  
and/or Manufacturer

Unit Bid Price: Cardiac Monitor (each) \$ \_\_\_\_\_

Total (20 units) \$ \_\_\_\_\_

**Additional pricing for consumables and options can be provided on a separate form of the respondent.**



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner  
**DATE:** 9/13/2021  
**SUBJECT:** Approval of Contract to Tyler Technologies, Inc. for MUNIS Maintenance

---

Rowan County seeks Board of Commissioners approval for Tyler Technologies, Inc. agreement for MUNIS maintenance for one (1) year in the amount of \$148,568.95. Board approval is required at this price point. The County was not able to acquire competitive pricing as Tyler is the sole provider of this service.

Attached is the invoice received from Tyler Technologies, Inc. and the original contract approved in 2013.

The Information Technology and Purchasing Departments recommend that a contract be approved for maintenance to Tyler Technologies, Inc in the amount not to exceed \$148,568.95.

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b>     |
|---------------------|--------------------|-----------------|
| Tyler Pricing       | 9/13/2021          | Backup Material |
| Tyler 2013 Contract | 9/13/2021          | Backup Material |



**Remittance:**

Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

| <b>Invoice No</b> | <b>Date</b> | <b>Page</b> |
|-------------------|-------------|-------------|
| 045-344545        | 07/01/2021  | 1 of 2      |

**Questions:**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

Bill To: Rowan County  
130 West Innes Street  
Suite 310  
Salisbury, NC 28144

Ship To: Rowan County  
130 West Innes Street  
Suite 310  
Salisbury, NC 28144

| <b>Customer No.</b> | <b>Ord No</b>                                               | <b>PO Number</b> | <b>Currency</b> | <b>Terms</b>          | <b>Due Date</b> |
|---------------------|-------------------------------------------------------------|------------------|-----------------|-----------------------|-----------------|
| 44457               | 153522                                                      |                  | USD             | NET30                 | 07/31/2021      |
| <b>Date</b>         | <b>Description</b>                                          | <b>Units</b>     | <b>Rate</b>     | <b>Extended Price</b> |                 |
|                     | TYLER UNLIMITED CLIENT ACCESS MAINTENANCE                   | 1                | 4,600.00        | 4,600.00              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP             | 1                | 21,275.35       | 21,275.35             |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE            | 1                | 5,850.73        | 5,850.73              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - NC SALES TAX REIMB             | 1                | 1,462.69        | 1,462.69              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - REQUISITIONS                   | 1                | 4,521.01        | 4,521.01              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT            | 1                | 4,521.01        | 4,521.01              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING     | 1                | 4,840.15        | 4,840.15              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - FIXED ASSETS                   | 1                | 6,435.79        | 6,435.79              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT            | 1                | 2,925.37        | 2,925.37              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT | 1                | 2,393.49        | 2,393.49              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - PAYROLL W/ESS                  | 1                | 6,249.64        | 6,249.64              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT     | 1                | 3,058.35        | 3,058.35              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - APPLICANT TRACKING             | 1                | 1,462.69        | 1,462.69              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - PURCHASE ORDERS                | 1                | 6,382.61        | 6,382.61              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - GENERAL BILLING                | 1                | 2,659.44        | 2,659.44              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE | 1                | 4,521.01        | 4,521.01              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - MUNIS OFFICE                   | 1                | 4,388.04        | 4,388.04              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES       | 1                | 7,387.29        | 7,387.29              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |
|                     | SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD        | 1                | 4,388.04        | 4,388.04              |                 |
|                     | Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022           |                  |                 |                       |                 |



**Remittance:**

Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

| <b>Invoice No</b> | <b>Date</b> | <b>Page</b> |
|-------------------|-------------|-------------|
| 045-344545        | 07/01/2021  | 2 of 2      |

**Questions:**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

Bill To: Rowan County  
130 West Innes Street  
Suite 310  
Salisbury, NC 28144

Ship To: Rowan County  
130 West Innes Street  
Suite 310  
Salisbury, NC 28144

| <b>Customer No.</b> | <b>Ord No</b> | <b>PO Number</b> | <b>Currency</b> | <b>Terms</b> | <b>Due Date</b> |
|---------------------|---------------|------------------|-----------------|--------------|-----------------|
| 44457               | 153522        |                  | USD             | NET30        | 07/31/2021      |

| <b>Date</b> | <b>Description</b>                                                                                                      | <b>Units</b> | <b>Rate</b> | <b>Extended Price</b> |
|-------------|-------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------------------|
|             | SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE<br>Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022              | 1            | 7,978.28    | 7,978.28              |
|             | SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING<br>Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022                | 1            | 3,693.64    | 3,693.64              |
|             | TYLER SYSTEM MANAGEMENT SERVICES SUPPORT<br>Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022                           | 1            | 26,146.14   | 26,146.14             |
|             | SUPPORT & UPDATE LICENSING - ANNUAL COMPREHENSIVE FINANCIAL REPORT<br>Maintenance: Start: 30/Aug/2021, End: 29/Aug/2022 | 1            | 3,419.22    | 3,419.22              |

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

|                      |            |
|----------------------|------------|
| <b>Subtotal</b>      | 140,559.98 |
| <b>Sales Tax</b>     | 8,008.97   |
| <b>Invoice Total</b> | 148,568.95 |



## AGREEMENT

This agreement ("Agreement") is made this 26<sup>th</sup> day of June 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and Rowan County, with offices at 130 W. Innes Street, Salisbury, North Carolina 28144 ("Client").

WHEREAS Client desires to license certain Financials, Human Resource, and Payroll Administrative Software; and

WHEREAS Tyler is in the business of providing the type of software Client has indicated an interest in obtaining;

WHEREAS Client awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

### SECTION A – SOFTWARE LICENSE AGREEMENT

#### 1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit I ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.



h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).

d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.



- b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
- i. Promptly notifies Tyler in writing of any such claim;
  - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
  - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
  - ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
  - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
  - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
  - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
  - vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
- d) Remedy.
- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
    - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
    - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or
    - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
  - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

## **SECTION B – PROFESSIONAL SERVICES AGREEMENT**

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set



forth in the Investment Summary.

c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

### 3. Additional Services.

a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

## SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

### 3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.



4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

## **SECTION D – THIRD PARTY PRODUCT AGREEMENT**

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").



## 2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

## 6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

## 7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay



such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

## **SECTION E – GENERAL TERMS AND CONDITIONS**

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

### 2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.



In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

**4. Indemnification.**

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

**5. Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

**6. Dispute Resolution.** Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

**7. No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

**8. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.



9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

1) Actually received,



- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.  
1 Cole Haan Drive  
Yarmouth, ME 04096  
Attention: Contracts Manager

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144  
Attention: Contracts Manager

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.



24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

- a) Tyler shall invoice Client \$103,713.75 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- b) Tyler shall invoice Client \$230,427.50 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
  - i. 50% of the Tyler software license fees (\$207,427.50)
  - ii. 100% of the System Software license fees (\$23,000)
- c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of the Secure Signature Hardware.
- d) Tyler shall invoice Client \$4,600 upon installation of the Tyler Software Products. Such amount equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.
- e) Tyler shall invoice the Project Planning Services fee of \$8,000 upon delivery of the Implementation Planning document.
- f) Tyler shall invoice Client \$103,713.75 upon verification of the Tyler Software Products in accordance with Section A (3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.
- g) Unless otherwise indicated, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
- h) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4. The Investment Summary contains an estimate of the expenses to be incurred based on the present scope.
- i) Payment is due within thirty (30) days of the invoice date.
- j) The year 1 Tyler software maintenance fees of \$84,351 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.



29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

30. Disaster Recovery. If acquired, Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Operating System/Database Administration. If acquired, OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

32. Optional Items. Pricing for optional products and services shall be valid for twenty-four (24) months from the Effective Date.

33. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

34. Contract Documents. This Agreement includes the following exhibits:

Exhibit 1 – Investment Summary  
Exhibit 2 – Verification Test  
Exhibit 3 – Support Call Process  
Exhibit 4 – Business Travel Policy  
Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.  
ERP and Schools Division

Rowan County

By: Stacey M. Gerard

Name: Stacey M. Gerard

Title: Assistant Secretary

Date: June 21, 2013

By: Gary L. Page

Name: GARY L. PAGE

Title: ROWAN CO. Mgr.

Date: 6/26/13

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.





**Quoted By:** Michael Krissel  
**Date:** 06/24/2013  
**Quote Expiration:** 06/30/2013  
**Quote Name:** Enterprise Resource Planning System Quote  
**Quote Number:** 43953

Exhibit 1

## Sales Quotation For:

David Sifford  
 Rowan County, NC  
 130 W Innes St  
 Salisbury, NC 28144

**Phone:** (704) 216-8174  
**Fax:**  
**Email:** david.sifford@rowancountync.gov

## Tyler Software & Related Services

| Description                                      | License  | Impl. Days   | Impl. Cost | Consulting Days | Consulting Cost | Data Conversion | Module Total | Year One Maintenance |
|--------------------------------------------------|----------|--------------|------------|-----------------|-----------------|-----------------|--------------|----------------------|
| Accounting/GL/BG/AP                              | \$80,000 | 11 @ \$1,175 | \$12,925   | 4 @ \$1,275     | \$5,100         | \$12,300        | \$110,325    | \$14,400             |
| Accounts Receivable                              | \$22,000 | 5 @ \$1,175  | \$5,875    | 2 @ \$1,275     | \$2,550         | n/a             | \$30,425     | \$3,960              |
| Applicant Tracking                               | \$5,500  | 2 @ \$1,175  | \$2,350    | 1 @ \$1,275     | \$1,275         | n/a             | \$9,125      | \$990                |
| Business and Vendor Self Service (client hosted) | \$17,000 | 1 @ \$1,175  | \$1,175    | n/a             | n/a             | n/a             | \$18,175     | \$3,060              |
| Citizen Self Service (client hosted)             | \$22,000 | 1 @ \$1,175  | \$1,175    | n/a             | n/a             | n/a             | \$23,175     | \$3,960              |
| Contract Management                              | \$11,000 | 3 @ \$1,175  | \$3,525    | 1 @ \$1,275     | \$1,275         | n/a             | \$15,800     | \$1,980              |
| Employee Expense Reimbursement                   | \$9,000  | 4 @ \$1,175  | \$4,700    | 2 @ \$1,275     | \$2,550         | n/a             | \$16,250     | \$1,620              |
| Fixed Assets                                     | \$24,200 | 4 @ \$1,175  | \$4,700    | 2 @ \$1,275     | \$2,550         | \$3,500         | \$34,950     | \$4,356              |
| GASB 34 Report Writer                            | \$12,500 | 4 @ \$1,175  | \$4,700    | n/a             | n/a             | n/a             | \$17,200     | \$2,250              |
| General Billing                                  | \$10,000 | 4 @ \$1,175  | \$4,700    | 1 @ \$1,275     | \$1,275         | n/a             | \$15,975     | \$1,800              |
| HR Management                                    | \$11,500 | 6 @ \$1,175  | \$7,050    | 1 @ \$1,275     | \$1,275         | n/a             | \$19,825     | \$2,070              |
| Munis Office                                     | \$16,500 | 2 @ \$1,175  | \$2,350    | n/a             | n/a             | n/a             | \$18,850     | \$2,970              |
| NC Sales Tax Reimbursement                       | \$5,500  | 1 @ \$1,175  | \$1,175    | 1 @ \$1,275     | \$1,275         | n/a             | \$7,950      | \$990                |
| Payroll w/ESS                                    | \$23,500 | 12 @ \$1,175 | \$14,100   | 2 @ \$1,275     | \$2,550         | \$11,800        | \$51,950     | \$4,230              |
| Project & Grant Accounting                       | \$18,200 | 4 @ \$1,175  | \$4,700    | 2 @ \$1,275     | \$2,550         | n/a             | \$25,450     | \$3,276              |
| Purchase Orders                                  | \$24,000 | 5 @ \$1,175  | \$5,875    | 2 @ \$1,275     | \$2,550         | \$3,000         | \$35,425     | \$4,320              |
| Requisitions                                     | \$17,000 | 5 @ \$1,175  | \$5,875    | 2 @ \$1,275     | \$2,550         | n/a             | \$25,425     | \$3,060              |
| Role Tailored Dashboard                          | \$16,500 | 2 @ \$1,175  | \$2,350    | 1 @ \$1,275     | \$1,275         | n/a             | \$20,125     | \$2,970              |
| Standard Fuel Interface - SeeComments            | \$3,800  | 1 @ \$1,175  | \$1,175    | 1 @ \$1,275     | \$1,275         | n/a             | \$6,250      | \$684                |
| System Admin & Security                          | n/a      | 2 @ \$1,175  | \$2,350    | n/a             | n/a             | n/a             | \$2,350      | n/a                  |
| TCM SE                                           | \$30,000 | 6 @ \$1,175  | \$7,050    | n/a             | n/a             | n/a             | \$37,050     | \$5,400              |
| Treasury Management                              | \$17,000 | 3 @ \$1,175  | \$3,525    | 2 @ \$1,275     | \$2,550         | n/a             | \$23,075     | \$3,060              |
| Tyler Forms Processing                           | \$9,000  | n/a          | n/a        | n/a             | n/a             | n/a             | \$9,000      | \$2,500              |
| Tyler GoDocs                                     | \$5,000  | n/a          | n/a        | n/a             | n/a             | n/a             | \$5,000      | n/a                  |
| Tyler Reporting Services                         | \$20,000 | 3 @ \$1,175  | \$3,525    | n/a             | n/a             | n/a             | \$23,525     | \$5,000              |

Rowan County, NC



## Tyler Software & Related Services

| Description                                | License          | Impl. Days   | Impl. Cost       | Consulting Days | Consulting Cost | Data Conversion | Module Total     | Year One Maintenance |
|--------------------------------------------|------------------|--------------|------------------|-----------------|-----------------|-----------------|------------------|----------------------|
| Work Orders, Fleet & Facilities Management | \$30,250         | 14 @ \$1,175 | \$16,450         | 6 @ \$1,275     | \$7,650         | n/a             | \$54,350         | \$5,445              |
| Workflow Finance                           | n/a              | 3 @ \$1,175  | \$3,525          | n/a             | n/a             | n/a             | \$3,525          | n/a                  |
| Workflow HR                                | n/a              | 3 @ \$1,175  | \$3,525          | n/a             | n/a             | n/a             | \$3,525          | n/a                  |
| Sub-Total:                                 | \$460,950        |              | \$130,425        |                 | \$42,075        | \$30,600        | \$664,050        | \$84,351             |
| Less Discount:                             | \$46,095         |              |                  |                 |                 |                 | \$46,095         | \$84,351             |
| <b>TOTAL:</b>                              | <b>\$414,855</b> | <b>111</b>   | <b>\$130,425</b> | <b>33</b>       | <b>\$42,075</b> | <b>\$30,600</b> | <b>\$617,955</b> | <b>\$0</b>           |

## Other Services

| Description                                        | Quantity | Unit Price | Extended Price  |
|----------------------------------------------------|----------|------------|-----------------|
| AP Positive Pay Export Format                      | 1        | \$3,000    | \$3,000         |
| AP/PR Check Recon Import                           | 1        | \$1,000    | \$1,000         |
| Estimated Travel Expenses                          | 1        | \$66,689   | \$66,689        |
| Install Fee - New Server Install-WIN-EF(w/VS & WZ) | 1        | \$9,000    | \$9,000         |
| PR Positive Pay Export Format                      | 1        | \$3,000    | \$3,000         |
| Project Planning Services - E                      | 1        | \$8,000    | \$8,000         |
| Tyler Forms Financial Library - E                  | 1        | \$2,000    | \$2,000         |
| Tyler Forms General Billing Library - E            | 1        | \$2,500    | \$2,500         |
| Tyler Forms Human Resources Library - C            | 1        | \$1,400    | \$1,400         |
| Tyler Forms Processing - Configuration - E         | 2        | \$1,000    | \$2,000         |
| <b>TOTAL:</b>                                      |          |            | <b>\$98,589</b> |

## Conversion

| Description                            | Price   |
|----------------------------------------|---------|
| AC Opt 1 - Actuals                     | \$1,500 |
| AC Opt 2 - Budgets                     | \$1,500 |
| AC Standard COA                        | \$2,000 |
| AP Opt 1 - Checks                      | \$2,000 |
| AP Opt 2 - Invoice                     | \$3,500 |
| AP Standard Master                     | \$1,800 |
| FA Std Master                          | \$3,500 |
| PR Payroll - Option 1 Deductions       | \$1,800 |
| PR Payroll - Option 2 Accrual Balances | \$1,500 |



## Conversion

| Description                                   | Price           |
|-----------------------------------------------|-----------------|
| PR Payroll - Option 3 Accumulators            | \$1,400         |
| PR Payroll - Option 4 Check History           | \$1,200         |
| PR Payroll - Option 5 Earning/Deduction Hist  | \$2,500         |
| PR Payroll - Option 9 State Retirement Tables | \$1,400         |
| PR Payroll - Standard                         | \$2,000         |
| Purchase Orders - Standard                    | \$3,000         |
| <b>TOTAL:</b>                                 | <b>\$30,600</b> |

## 3rd Party Hardware, Software and Services

| Description                              | Quantity | Unit Price | Total Price     | Unit Maintenance | Total Year One Maintenance |
|------------------------------------------|----------|------------|-----------------|------------------|----------------------------|
| Tyler Secure Signature Key - Additional  | 1        | \$150      | \$150           | n/a              | n/a                        |
| Tyler Secure Signature Key with System   | 1        | \$0        | \$0             | n/a              | n/a                        |
| Tyler Secure Signature System            | 1        | \$1,500    | \$1,500         | n/a              | n/a                        |
| Tyler Unlimited Client AccessLicense     | 1        | \$23,000   | \$23,000        | n/a              | n/a                        |
| Tyler Unlimited Client AccessMaintenance | 1        | n/a        | n/a             | \$4,600          | \$4,600                    |
| 3rd Party Hardware Sub-Total:            |          |            | \$1,650         |                  | \$0                        |
| 3rd Party Software SubTotal:             |          |            | \$23,000        |                  | \$4,600                    |
| 3rd Party Services Sub-Total:            |          |            | \$0             |                  | \$0                        |
| <b>TOTAL:</b>                            |          |            | <b>\$24,650</b> |                  | <b>\$4,600</b>             |

## Summary

|                                                 | One Time Fees    | Recurring Fees |
|-------------------------------------------------|------------------|----------------|
| Total Tyler Software                            | \$414,855        | \$0            |
| Total Tyler Services                            | \$301,689        | \$0            |
| Total 3rd Party Hardware, Software and Services | \$24,650         | \$4,600        |
| <b>Summary Total</b>                            | <b>\$741,194</b> | <b>\$4,600</b> |

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.



The first annual software maintenance fees which cover the one (1) year period commencing upon installation of the software products are waived. Subsequent annual software maintenance fees will be due on the anniversary of the installation date of the software products at Tyler's then current fees.

For the Tyler software products; upon payment in full of the license fees, you will receive a perpetual site license, however, related third party products may be licensed annually and per concurrent user, not unlimited seat license. On an ongoing basis, you will also be responsible for any related third party fees, including those associated with the addition of users to the configuration, and you shall be responsible for any increases in third party fees.

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee for OSDBA service.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory - 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported for check printing.

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that TylerForms requires the use of approved printers only. Contact Manager of TFP for list of approved printers.

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

Prices submitted in the quote include ESTIMATED travel expenses. ACTUAL expenses incurred will be billed in accordance with Tyler's then-current Business Travel Policy.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler ERP system requires appropriately sized hardware server(s) with Windows OS and SQL database licenses, printers and scanners, etc. Tyler recommends a conference call with OSDBA manager to discuss server(s) and desktop sizing.

Tyler's Standard Fuel Interface is available for several vendors: Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Customer Interface in addition to the Standard Interface to cover the additional development costs.

#### Optional Tyler Software & Related Services - not included in Totals

| Description    | License  | Impl. Days  | Impl. Cost | Consulting Days | Consulting Cost | Data Conversion | Module Total | Year One Maintenance |
|----------------|----------|-------------|------------|-----------------|-----------------|-----------------|--------------|----------------------|
| Bid Management | \$11,000 | 3 @ \$1,175 | \$3,525    | 1 @ \$1,275     | \$1,275         | n/a             | \$15,800     | \$1,980              |

Rowan County, NC



**Optional Tyler Software & Related Services - not included in Totals**

| Description                     | License         | Impl. Days  | Impl. Cost      | Consulting Days | Consulting Cost | Data Conversion | Module Total    | Year One Maintenance |
|---------------------------------|-----------------|-------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------------|
| Inventory                       | \$24,200        | 5 @ \$1,175 | \$5,875         | 2 @ \$1,275     | \$2,550         | n/a             | \$32,625        | \$4,356              |
| MUNIS Disaster Recovery Service | n/a             | n/a         | n/a             | n/a             | n/a             | n/a             | n/a             | \$21,087             |
| OS/DBA Contract Services        | n/a             | n/a         | n/a             | n/a             | n/a             | n/a             | n/a             | \$21,087             |
| Risk Management                 | \$18,200        | 4 @ \$1,175 | \$4,700         | 2 @ \$1,275     | \$2,550         | n/a             | \$25,450        | \$3,276              |
| Sub-Total:                      | \$53,400        |             | \$14,100        |                 | \$6,375         | \$0             | \$73,875        | \$51,786             |
| Less Discount:                  | \$5,340         |             |                 |                 |                 |                 | \$5,340         |                      |
| <b>TOTAL:</b>                   | <b>\$48,060</b> | <b>12</b>   | <b>\$14,100</b> | <b>5</b>        | <b>\$6,375</b>  | <b>\$0</b>      | <b>\$68,535</b> | <b>\$51,786</b>      |

**Optional Other Services - not included in Totals**

| Description                         | Quantity | Unit Price | Extended Price  |
|-------------------------------------|----------|------------|-----------------|
| P-Card Import Format W/Encumbrances | 1        | \$15,000   | \$15,000        |
| <b>TOTAL:</b>                       |          |            | <b>\$15,000</b> |

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner  
**DATE:** 9/13/2021  
**SUBJECT:** Approval of Contract to Piner Appraisal, Inc. for tax Revaluation 2023

---

Approval is need for the attached contract to Piner Appraisal for Tax Revaluation 2023 in the amount not to exceed \$665,000.

The Tax Administration and the Purchasing Departments recommend that the contract be approved for Tax Revaluation 2023 to Piner Appraisal, Inc. in the amount not to exceed \$665,000.

**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b>     |
|--------------------------|--------------------|-----------------|
| Piner Appraisal Contract | 9/13/2021          | Backup Material |



## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Piner Appraisal, Inc ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this



Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject



matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.



IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: \_\_\_\_\_

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.  
Provider shall provide services as described in RFP 2022-001 Property Tax Reappraisal 2023 attached as Exhibit B and Providers response to said RFP 2022-001 attached as Exhibit C.
- B. Term of the Agreement.  
All work (except appeals) shall be completed by the Provider and Notices of Value shall be mailed in January 2023. All appeals shall be completed by June 2023.
- C. Payment to the Provider.  
The County agrees to pay the Provider an amount not to exceed **Six Hundred Sixty-Five Thousand Dollars (\$665,000)**. Provider will provide monthly invoices to be paid net 30.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
  - Workers' Compensation in the amount of \$500,000 employer's liability
  - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.
- F. Contact Information.



THE COUNTY

THE PROVIDER

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: Aaron Church

Name: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of County Finance Officer)



EXHIBIT B



**REQUEST FOR PROPOSALS  
RFP # 2022-001**

**For Consulting and Assistance for  
Rowan County Reappraisal 2023**

**ROWAN COUNTY**

130 West Innes Street  
Salisbury, NC 28144

704-216-8174

[anna.bumgarner@RowanCountync.gov](mailto:anna.bumgarner@RowanCountync.gov)

Issue Date: July 26, 2021

Due Date: August 12, 2021, 5:00 PM ET

Administered by: Anna Bumgarner, Purchasing Director



**Rowan County**  
**Request for Proposal**

**I. BACKGROUND AND SCOPE**

**A. General Information**

Rowan County is seeking proposals for a real property appraisal firm to provide qualified property appraisers to assist in appraising for tax purposes all commercial, and industrial properties in Rowan County, and modeling within IAS World CAMA system, preparation and implementation of 2023 schedule of values, review and final value of 35,000 parcels, assistance with land pricing and to assist in informal and formal hearings for the 2023 Revaluation.

Proposals shall describe in detail all aspect of conditions and specifications, and the manner in which the respondent meets each requirement set forth herein.

Respondents shall state the cost and estimated time for each of the projects and services required to complete the project.

**B. General Conditions**

This RFP is not an offer to contract. Acceptance of a proposal neither commits the County to award a contract to any contractor, even if all requirements stated in this RFP are satisfied, nor limits our right to negotiate in our best interest. We reserve the right to contract with a vendor for reasons other than lowest price.

**C. Reservations**

Rowan County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject all proposals or accept an alternate proposal. The County also reserves the right to waive any immaterial defect in the proposal. The proposal shall be good for a period of sixty (60) days from the opening of the proposal. The County may seek clarification of the proposal at any time and any delayed response could be a cause for proposal rejection. The County reserves the right to choose the proposal deemed the most advantageous to Rowan County, regardless of price.

**D. Incurred Costs**

Rowan County will not be liable for any costs incurred by respondents in replying to this RFP.

**E. Award**

Award shall be made by Rowan County to the proposal that is determined to be the most advantageous to Rowan County.

**F. Assignment**

The proposal respondent may not reassign any award made, as a result of this RFP, without prior written consent of Rowan County.



## **G. Evaluation Criteria**

Proposals will be reviewed and a proposer will be selected based on the following criteria (listed in no particular order):

- Proposed Cost
- Qualifications (must have experience on similar projects, preferable in North Carolina, in order to be considered)
- References
- Time required to complete project

## **H. Proposal Instructions and Time Frames**

This RFP is issued by the Rowan County Purchasing Department on behalf of Rowan County. Any inquiries, clarifications or interpretations regarding this RFP should be directed in writing to:

Anna Bumgarner, Purchasing Director  
Rowan County Purchasing Department  
130 W. Innes Street  
Salisbury, NC 28144  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)  
704-216-8174

Responses to inquiries that affect the content of this RFP will be answered through an addendum that will be posted on the County website, [www.rowancountync.gov](http://www.rowancountync.gov). It is the vendors responsibility to check the website for any and all addenda. It is the responsibility of each vendor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. **The County will accept only written inquiries regarding the RFP until August 4, 2021 at 5:00 PM ET.** All times listed are understood to be Eastern Standard Time as determined by cellphone network time unless otherwise noted. The County's interpretation of the RFP shall be controlling in all cases.

Respondents are to submit proposals, which will be evaluated by Rowan County to determine the completeness of the proposal. The proposal must be clearly labeled in the subject line of emails or on the outside of the envelope **"Rowan County Tax Revaluation 2023"** in order to be considered. When submitting written copies include one marked original and two (2) complete copies of the proposal. Emailed copies shall be provided in PDF format.

**Submission Location:** Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 W. Innes Street  
Salisbury, NC 28144

**Submission Deadline:** August 12, 2021, 5:00 PM ET

**Contact/Questions:** Anna Bumgarner, Purchasing Director  
Rowan County Purchasing Department  
130 W. Innes Street, Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)



## **I. Project Timetable**

RFP Issue Date: July 26, 2021

Final Date for Written Questions: August 4, 2021, 5:00 PM ET

Final Date for Addenda Posting: August 6, 2021

Deadline for Submitting Proposal: August 12, 2021, 5:00 PM ET

Anticipated Award Date (Tentative): September 7, 2021

Project Start Date: September 15, 2021

## **J. Purpose of Proposal**

The purpose is to obtain proposals to assist with the selection of a contractor to perform Rowan County 2023 Revaluation.

### **Rowan County Profile**

Date Established: 1753

Population: 143,048 (estimate)

Location: Rowan County is located Northeast of Charlotte North Carolina

Land Area: 524 square miles

County Seat: Salisbury

Municipalities: China Grove, Cleveland, East Spencer, Faith, Gold Hill, Granite Quarry, Kannapolis, Landis, Rockwell, Salisbury, and Spencer

Major Business Sectors: Agriculture, Retail, Food Processing, Manufacturing, Education, Construction, and Government.

### **Rowan County Tax Department**

The Tax Assessor currently employs 20 personnel for the purpose of identifying, inventorying, valuing, taxes on approximately 79,500 parcels of real estate.

## **K. Objective**

1. The Rowan County Tax Department seeks bids from qualified appraisal firms, (hereinafter "Contractors and/or Bidders") to provide a team of real estate appraisers, and any other necessary persons needed to perform and complete the task in a professional and efficient manner within the time frame specified. The successful bidder will be accepted, conditioned upon negotiation of a contract involving the terms of the bid in a form acceptable to the County.
2. The Rowan County Tax Department will appraise all newly created parcels and new construction in Rowan County during the project period. The County must conduct and complete its reappraisal by January 1, 2023.
3. All contract personnel used on the project will be subject to a criminal record check at the contractor's expense. Rowan County will supervise contractor's personnel in the conduct of their business for the County.



## **L. General Bid Conditions**

1. Bidders will submit a qualifications section which includes the following information: company profile, its principles, key personnel, qualification and experience, a list of complete and current projects, references, including previous clients.
2. All bids submitted must be guaranteed for a period of sixty (60) days from the bid date. All costs incurred in preparing any bid in response to this proposal shall be borne solely by the bidder.
3. The act of submitting a bid in response to this proposal shall be construed by the County as the bidder's representation that the bidder is fully knowledgeable of the Tax Assessor's departmental requirements as described in this document and from on-site visits. Any exception to the requirements of the RFP must be expressly stated in the bidder's response.
4. The County reserves the right to reject any or all bids received in response to this proposal and the right to select the bid which will provide the best overall service to the Rowan County Tax Department, the County and its citizens. The County is not bound to award a contract solely on the basis of this proposal or otherwise pay for any information solicited or obtained as a result.
5. Each bid shall include the following: Signed letter of transmittal; detailed bid proposal, including calculation of time and expenses being billed to the County; bidder support agreement copies (please provide as much detail as reasonably necessary).

## **M. Bid Required Work**

Contractor shall perform the following works:

1. Field and office review of all commercial/industrial property in Rowan County. This include approximately 5,100 parcels. Use of all approaches to value will be considered in valuing these properties. Assigning of final valuation of all land and improvement to these as well as handling informal and formal appeals. Development of income and expense rates and capitalization rates. Street level image collected at time of visit.
2. Review of 35,000 parcels and assigning of final land and improvement values. Handling of informal and formal appeals of these properties.
3. Development, testing, loading into IAS World CAMA, making 12 copies of each of the market value schedule and the use value schedule. Assistance with presenting and explaining thru public relation of these schedules.

### **Alternate 1**

Provide pricing to complete street level images of all properties not to include commercial. (Approximately 52,000) To be completed in summer/fall of 2021. The field/desktop review would be completed and all commercial properties visited during 2022.

## **II. DETAILED SPECIFICATIONS**

### **A. SCOPE**

These specifications cover the furnishing of labor, materials, supplies and the performance of all work required for the completion and delivery of a partial computerized revaluation real property within Rowan County, assistance to the Rowan County Tax Assessor and staff, the Board of Commissioners



and to the Board of Equalization and Review and digital structure imagery as specified herein and as directed by Rowan County through its duly authorized agent.

## **B. APPRAISALS**

The Contractor shall aid and assist the Rowan County Tax Assessor and shall advise, aid, and assist the Board of County Commissioners and the Board of Equalization and Review in arriving at the true value in money of all real property in Rowan County, in the appraisal and revaluation of the following items, to wit:

### **1. Commercial Real Property**

For the purpose of these specifications, "Commercial Real Property" shall be held to mean:

- a. All land, buildings, structures, and other improvements used or constructed for commercial purposes.
- b. All apartment houses of four or more units and other dwelling designed or redesigned for occupancy by more than three family units.
- c. Special purpose property not classified as industrial property shall be included in the appraisal of commercial property.
- d. Vacant lots or other parcels of real estate in areas zoned for commercial purposes or in predominantly commercial areas, or which are used in connection with commercial enterprises, or which are primarily suited for commercial development.
- e. If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified and the part within shall be defined, listed, and appraised accordingly.

### **2. Industrial Real Property**

All lands, and all plants, shops, processing establishments and other structures and improvements used in the manufacture, processing or production of any type of material, substance or merchandise; and all other property of this nature within Rowan County which by law must be appraised by Rowan County.

### **3. Urban and Rural Property**

The term "Urban and Rural Property" as used in these specifications is defined as all lots, parcels or tracts of land, and all dwelling houses, barns, outbuildings, and other structures and improvements thereon, located in Rowan County which are not defined as "Commercial Real Property", or "Exempt Property" and which are required by law to be appraised by Rowan County.

### **4. Agricultural, Horticultural and Forestland**

For the purpose of these specifications, "Agricultural, Horticultural, and Forestland" is defined as: All agricultural and contained ten acres or more, horticultural land contained five acres or more, and all forest land containing twenty acres or more which may or may not qualify for present use value assessment under the provisions of General Statutes 105-277.2; 105-277.3; 105-277.4.



5. Modular and Manufactured Homes

All modular and manufactured homes located on land owned by the owner of the modular or manufactured home and having had the wheels, tongue, and axles removed and that are situated on a permanent foundation which consists of the footings, will be appraised as real property. These manufactured homes will be measured, listed, and appraised as directed by the Tax Assessor in the same manner as residential properties in accordance with NCGS 105-273(13).

If a manufactured home leasehold has previously been listed as real property, it will continue to be appraised as real property. Should a manufactured home not classified as real estate, appear on a parcel of land, its presence, description, and size shall be noted on the property record card along with owner information if known.

6. Exempt Property

It is specifically understood that property wholly or partially excluded from taxation shall be appraised and valued by the County, including all governmental units located within Rowan County. This shall be done in the same manner in which property which is not exempt is appraised, including correct map numbers and any special coding for retrieval in CAMA system.

7. All Other Real Property

All other real property not covered by the preceding paragraphs and required by law to be appraised by Rowan County.

8. Property of Public Service Companies

Contractor shall not appraise property of public service companies that is appraised by the North Carolina Department of Revenue. However, the Contractor shall appraise all real property of such companies situated in Rowan County that is not appraised by the State Department of Revenue.

9. Personal Property

These specifications do not provide for the appraisal of commercial furniture and fixtures, industrial machinery and equipment, or other personal property by the Contractor.

**C. GENERAL CONDITIONS**

1. Direction of Revaluation Program

All decisions as to procedures followed and forms used in the revaluation shall be made by the Tax Assessor of Rowan County. While final decision of values to be assigned to properties for tax purposes must, by statute, be made by officials of Rowan County. Contractor's responsibility under this contract is to advise Rowan County as to the current market value of each item of property appraised as in Section 2, below.

The entire procedure of the Revaluation Program is to be in accordance with all applicable Statutes of North Carolina.

2. General Instruction

Potential Contractors are to submit pricing based on a "Review" appraisal. This will require each parcel to be visited and any improvements will be reviewed and compared to the current property record card.



All property, as herein defined, shall as far as practical, be value at its true value in money as of January 1, 2023. The intent and purpose of these specifications is to have all real property appraised at its true value in money. The term, "true value" of property is defined as its market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.

In determining the true value of land, the appraiser shall consider as to each tract, parcel, or lot separately listed at least its advantage and disadvantages as to location; zoning; quality of soil; water power; water privileges; mineral; quarry; or other valuable deposits; fertility; adaptability for agricultural; timber producing; commercial; industrial; or other uses; past income; probable future income; and any other factors that may affect its value, except growing timber and crops of a seasonal or annual nature.

As provided in General Statutes 105-286, 105-317, 105-283 and all other related statutes, all property entitled to classification under General Statutes 105-277.3 shall be appraised at its value as of January 1, 2023, when directed by the Tax Assessor.

The Contractor shall prepare and submit to Rowan County for approval a schedule of values, standards, and rules, which, when properly applied, will result in appraising all property in an equitable manner. Throughout preparation of the schedule, the Contractor shall consult with the Tax Assessor. The schedule is to be submitted and approved by the Board of County Commissioners prior to finalizing any values.

In determining the true value of a building or other improvement, the appraiser shall consider, at least, its location; type of construction; age; replacement costs; adaptability for residence; commercial; industrial; or other uses; past income; probable future income; and any other factors that may affect its value.

Buildings and other improvements under construction or partially completed improvements shall be appraised at their value in degree of completion as of January 1, 2023.

Situs address of all address properties within Rowan County are to be gathered and entered in the County's CAMA system and in a manner to be determined by the County.

### 3. Laws to be Observed

The Contractor certifies that he is knowledgeable of all federal, State, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will be in any way serve to modify the provisions of the Contract.

The Contractor shall at all times observe and comply with all federal, State, and local laws, orders, codes, ordinances, and regulations in any manner affecting the conduct of the work and Contractor shall indemnify and save harmless The County of Rowan, its Board of Commissioners, officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order to decrees, whether by Contractor or his employees, or anyone acting in the Contractor's behalf.

### 4. Responsibility for Damage Claims

The Contractor and his insurance carrier shall indemnify and save harmless The County of Rowan, its Board of Commissioners, and all its officers, agents, and employees from suits,



actions or claims of any actual or alleged injuries or damages received or sustained by any person, persons, or property, by or from the Contractor or his employees, or anyone acting in the Contractor's behalf.

a) Insurance

- i. Worker's Compensation Insurance – The Contractor shall take out and maintain during the life of the Project until Final Completion of the Work, worker's compensation insurance for all of his employees employed to provide services on the Project. The North Carolina Workers Compensation Act requires any employer with three or more employees to provide this coverage. Coverage shall be provided with the following limits:

Coverage A – Statutory – State of North Carolina

Coverage B – Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limits

\$1,000,000 Disease – Each Employee

- ii. Comprehensive General Liability and Property Damage Insurance – The Contractor shall take out and maintain during the Life of the Project until Final Completion of the Work, such General Liability Insurance as shall protect him and any Subcontractor performing work on the Project.

The policy shall provide coverage for premises and for operations, independent contractors, products and for completed operations, and broad form property damage. The limits of such insurance shall be as follows:

Combined Single Limits of no less than:

\$3,000,000 general aggregate

\$1,000,000 products completed operation aggregates

\$1,000,000 each occurrence.

Rowan County shall be named as additional insured and a copy of the policy shall be submitted to the County Finance Office.

- iii. Comprehensive Automobile Liability Insurance – The Contractor shall procure and maintain during the life of the Project until Final Completion of the Work, commercial automobile liability insurance for not less than the following limits:

Combined Single Limit of no less than: \$1,000,000

This shall cover all vehicles including owned, non-owned, and hired vehicles. Rowan County shall be named as additional insured.

The Contractor shall submit to the Rowan County Purchasing Department, certificates of insurance evidencing coverage required to be produced by the Contractor. Evidence that insurance premiums are paid through the first six months of contract shall also be submitted to the County Purchasing Department. The Contractor shall require each subcontractor to submit to the Contractor evidence of all coverage required of subcontractors before commencing work on his subcontract. Each certificate of insurance and policy required hereunder, except the worker's compensation policy, shall bear the provision that "The policy cannot be canceled or



reduced if, amount and that coverage cannot be eliminated in less than thirty days after mailing written notice to Rowan County.” All required insurance shall be procured from insurance companies licensed to do business in North Carolina: with a Best’s Insurance Guide Rating of A or better. Coverage shall be maintained continuously during the life of the project until final completion of the work.

b) Performance Labor and Material Bonds

The Contractor shall furnish a Performance Surety Bond in an amount equal to 100% of the Contract. It must be furnished by a corporate surety authorized to do such business in North Carolina. The bond must secure the faithful performance of the Contract in accordance with these specifications. It shall indemnify and save harmless The County of Rowan and its Board of Commissioners from all costs and damage by reason of the Contractor’s default or failure to faithfully perform the Contract. The Contractor shall also furnish a Labor and Material Payment Bond to secure payment to all persons who have furnished labor or materials in the performance of the work. The Bond shall also provide labor or materials in the performance of the work. This Bond shall also provide that all persons who have furnished labor or materials for use in the performance of the work under this contract and these specifications shall have direct right of action under the bond, subject to Rowan County’s priority. The bond shall be in effect until such time the performance of the Contractor shall deem to be completed as described in Section 5 below.

5. Performance of Work

The Contractor shall begin the work to be performed under this contract within thirty days upon its acceptance by the Rowan County Board of Commissioners, and shall carry on the program of revaluation without interruptions as set forth in the specifications and work flow schedule, and shall complete and deliver said work on or before January 1, 2023. It should be further noted that County assessing staff will be closely monitoring this project and should any part of this project be determined to be unacceptable to the County; the Contractor will be required to redo that portion or portions of the project until the work in question is brought up to acceptable standards. It is specifically agreed and so declared, that time is of essence in the performance of the contract. Hearings shall commence after notices of appraised value are mailed to the taxpayer, which shall be accomplished in January 2023.

Within thirty days following the acceptance of the contract by the Rowan County Board of Commissioners, the Contractor shall present to the Tax Assessor a schedule showing the beginning and completion dates for each phase of the work covered by the contract, said schedule shall be broken down to show the beginning and completion dates according to:

- a) Geographical area of the County by townships
- b) Types of property
- c) Data transfer
- d) Office work
- e) Review work by a competent appraiser
- f) Digital Structure Imagery

The Contractor shall consult with the Tax Assessor in preparing said schedule and the schedule shall be subject to the approval of the Tax Assessor. The approved schedule shall be used as a guide for performance of the work covered by this contract.

Performance by the Contractor shall not be deemed complete until all hearings with taxpayers before the Rowan County Tax Assessor and before the Rowan County Board of Equalization



and Review respecting the revaluation program shall have been completed. Also, the contract shall remain in effect until all appeals from Rowan County Board of Equalization and Review to the Property Tax Commission or to the Courts, in the case of complaints concerning valuation arising within one year following the completion of the work and its acceptance by Rowan County, shall have been heard: It is fully understood and agreed that the Contractor shall assist the Rowan County Tax Assessor, the County Board of Equalization and Review, and the Rowan County Board of Commissioners in the event anyone or all of them are required to appear before the Property Tax Commission or the Courts in matters growing out of complaints concerning the assessed valuation.

Of utmost importance in this contract is the quality of work performed by the Contractor and to that end, this contract will be deemed acceptable provided the co-efficient of dispersion about the median does not exceed 10% when 80% of the qualified sales during the first three quarters of the year 2022 are included in the ratio study. In addition, a ratio study is to be done utilizing 80% of the sales during the last quarter of the year 2022 and the first quarter of the year 2023 resulting in a coefficient of dispersion about the median not to exceed 10%. The County reserves the right to stratify as to location, property type, etc., as it so desires, in any ratio study when adequate data is available. A copy of the sales used in the ratio study shall be included with the manual.

6. Personnel

The Contractor shall use competent employees of good character and an adequate number to expeditiously accomplish the work.

All employees must have sufficient skill and experience to perform properly the work assigned to them. Employees executing appraisals shall not be less than 21 years of age; they shall have sufficient education, training, and experience in such work to perform it properly and satisfactorily in the manner prescribed in these specifications; and such employees must have not less than two years of active practical and extensive experience appraising commercial and/or industrial and/or residential and/or farm properties. However, should the Contractor need additional personnel (without appropriate experience), such personnel may be employed subject to the approval of the Tax Assessor. Should the work performance of such personnel not meet the approval of the Tax Assessor, the employment of such personnel shall be terminated. Ten days prior to bringing any employee to the job, the Contractor must furnish in detail, with respect to each employee who will execute appraisals, a resume specifying his qualifications and experience and prior work location. After review, the Tax Assessor will return resumes to the Contractor. The Contractor must employ a sufficient number of qualified and experienced employees at all times to perform the work expeditiously on a timely and controlled basis. Complete instructions and directions of all members of the personnel connected with the revaluation shall be supplied by the Contractor.

The Contractor shall provide Rowan County with a list of all persons to be employed for acceptance or rejection by Rowan County.

Rowan County may require the Contractor to remove from the work any person Rowan County considers incompetent or negligent in the performance of this duties, or who is guilty of misconduct and such person shall not be employed again without Rowan County's written consent. No employee of the Contractor is to be deemed an employee or agent of Rowan County and is not entitled to any benefits from Rowan County not specifically stated herein. The Project Supervisor or Responsible Head of the field organization of the Contractor and other key personnel shall not be replaced, or transferred away from Rowan County project

without the prior written consent of Rowan County. Rowan County has the right to approve or reject all personnel working on the project.

All vehicles used by the personnel of the Contractor in performance of duties herein described shall be identifiable by signs located on each side of said vehicle, and shall meet the following requirements:

- a) Letters at least 2" high
- b) Contain words "County Revaluation"
- c) Variations only as directed by the Rowan County Tax Assessor

All field personnel shall display a personal identification badge that shall include name, photograph, company name, and employee's title and signature.

#### 7. Office Space

Office space necessary for the performance of the clerical work will be provided by Rowan County. All necessary tables, chairs, and file cabinets for such office space will be provided by the Contractor. All machinery, equipment, and supplies necessary to complete the work shall be supplied by the Contractor except: permanent filing cabinets, computer data entry devices, and print output devices will be supplied by the County and will remain with the County after completion of this contract.

If additional space is required by the Contractor, it will be provided by the Contractor at its expense. Within the space provided, the Contractor's phones and phone jacks will be provided by the County. All other verbal communications equipment is to be provided by the Contractor. Any and all call charges are to be supplied by the Contractor.

#### 8. Use of Records and Maps

Subject to schedules and procedures approved by the Rowan County Tax Assessor, copies of all maps, tax records, data and information in the possession of the Rowan County Tax Assessor pertaining to properties covered by these specifications will be made available to the Contractor. This is to cover the use of all information currently existing on Rowan County property records cards. Current property record cards, however, are not to be transported off County property without prior approval by the Tax Assessor. All information and sketches, if used by the Contractor, will be verified in the field and will be the Contractor's responsibility.

Transfer of all data on old property records cards, including name of the present owner, map block and lot number, location description, sales price of the preceding two years, old assessed value and sketches, to the new property record card will be the responsibility of the Contractor. Date and deed reference where available on old property record card will be transferred also.

A system approved by the Rowan County Tax Assessor shall be employed for keeping accurate account of all maps and records that shall be taken by the Contractor from Rowan County's files. Such maps, records, and data will be carefully preserved and will be returned to Rowan County as soon as use of the same has been completed.

All records generated by the Contractor in connection with the revaluation, including supporting documentation, are the property of the County. Contractor agrees to provide to the County all records generated in connection with revaluation including supporting materials. The Tax Assessor will furnish the Contractor with a set of tax maps of the County but does not assure the accuracy of same.



#### 9. Support of Values

Prior to the official meetings of the Board of Equalization and Review, notices of the new assessments will be prepared by Rowan County and mailed to real property owners.

Informal hearings will be scheduled by appointments and conducted by the Contractor and the County. The Contractor shall provide the services of sufficient number of qualified appraisers, for as long as necessary after valuation notices are mailed by the County to assist the Tax Assessor explaining appraisals and the valuation procedure used.

The Project Supervisor or the responsible head of the field organization of the Contractor in charge of the revaluation program in the County will not be transferred out of the County except by written consent by the Assessor.

The Project Supervisor or the responsible head of the field organization of the Contractor in charge of the revaluation program in Rowan County shall be present at all official meetings of the Board of Equalization and Review and all informal hearings following the completion of the work until all complaints are heard and disposed of, to assist in the settlement of complaints and to defend the values placed upon the various properties.

It is further agreed that qualified appraisers shall be provided by the Contractor to assist Rowan County in the event of appeals from Rowan County Board of Equalization and Review or the Board of County Commissioners to the Property Tax Commission, or to the Courts. This service shall be provided at no additional cost to Rowan County in the case of complaints as to assessed valuations. Appeals to the Property Tax Commission shall only be settled or adjusted by the Board of Equalization and Review or the Board of County Commissioners.

#### 10. Termination of Contract

The contract may be terminated by Rowan County for the following reasons:

- a) Failure of the Contractor to start the work on the date specified.
- b) Reasonable evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time.
- c) Failure on the part of the Contractor to comply with any requirement of the contract.

Before the contract may be terminated, the Contractor must be notified in writing by Rowan County of the conditions which make termination of the contract imminent. Ten days after this notice is given, if a satisfactory effort has not been made by the Contractor to correct the conditions, Rowan County may declare the contract Terminated, notify the Contractor and pursue any right and remedy under this contract.

In the event this contract is terminated, Rowan County reserves the right to take possession of all completed work, work in process, material, or any other part of the work to account for said work and material and to use the same to complete the project within a reasonable time and in accordance with the Contract Specifications. When the work is thus finally completed, the total cost of same will be computed. If the cost is more than the contract price, the difference shall be paid by the Contractor.

#### 11. Subletting and Assigning Contract

The Contractor shall not assign, transfer, or sublet the contract or any interest therein without first receiving written approval from Rowan County and from the sureties on the bonds of the Contractor and the Contractor's liability carrier.

12. Liquidated Damages

In the event that the appraisal and revaluation of all property herein required to be appraised and revalued is not completed by the date set forth in the contract, the sum of \$500.00 per day (Saturdays, Sundays and Holidays observed by County are excluded) shall be assessed against the Contractor for the first month and \$1000.00 per day thereafter, which said amount shall be considered as liquidated damages for such delay in performance and shall be deducted from the final payment of the compensation herein provided.

13. Non-Appropriation Clause

Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by State and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

14. No Pledge of Taxing Authority

No deficiency judgment may be rendered against Rowan County or any agency of Rowan County in any action for breach of a contractual obligation under this Agreement. The taxing power of Rowan County is not pledged directly or indirectly to secure any monies due under this Agreement.

15. No Waiver of Governmental Immunity; Violation of Law

Except for waiver of governmental immunity resulting from the execution of a valid contract, Rowan County makes no other waiver of governmental immunity. If any provision of this Agreement is in violation of any legal, statutory or State constitutional prohibition, then such provision(s) shall be unenforceable against Rowan County.

16. Governing Law and Consent to Jurisdiction

The Agreement shall be construed and enforced with the laws of the State of North Carolina notwithstanding its conflict of law principles. The Contractor agrees that any legal action or proceeding arising out of or relating to the Agreement shall be instituted in the Superior Court of Rowan County, North Carolina. The Contractor consents to the jurisdiction of such court and waives any objection relating to the basis for personal or in rem jurisdiction or to venue.

17. E-Verify Certification

Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees. To the extent applicable, the Contractor certifies that it is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, and to the extent applicable, the



Contractor certifies that to the best of its knowledge, any subcontractors employed by it as a part of this Agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Rowan County is relying on the certifications set forth herein in order to contract with the Contractor.

**18. Iran Divestment Act Certification**

Article 6e of Chapter 147 of the North Carolina General Statutes (the “Iran Divestment Act”) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times: (i) when a bid is submitted, (ii) when a contract is entered into, and (iii) when a contract is renewed or assigned. The Iran Divestment Act requires that contractors with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website and the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and is updated every 180 days. To the extent applicable, the Contractor certifies that it is not listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List at any time during the term of the Agreement.

**D. WORK TO BE PERFORMED**

**1. Preparation of Tax Assessor’s Manual and Cost Schedules**

The Contractor shall prepare and furnish Rowan County with two sets of twelve printed copies and one copy in electronic word format of the Schedule of Values, Standards, and Rules for both Market value and Present Use Value prior to finalizing any appraisals, as set forth below:

a) Contents of Manual

- i. Introduction
- ii. Outline of the principles and essentials of uniform property valuation and assessment.
- iii. Individual property record cards (explain use of land information to be furnished on record cards).
- iv. Valuation of lots and parcels of land.
- v. Explanation of land value, classes and grades, and method by which determined.
- vi. Land value schedules, including maps, depth tables and land rules.
  - 1) For residential, commercial, and industrial property.
  - 2) For agricultural, horticultural; and forestland appraisals the Contractor shall prepare two schedules, one that reflects market value and one that reflects land use value as required in General Statutes 105-277.6(c).
- vii. Valuation of Buildings
  - 1) Specifications and detailed schedules of replacement cost on all types of houses, commercial properties, special buildings and industrial properties shall be included in the manual. Replacement costs of commercial, industrial and special purpose buildings, however, will be computed using cubic feet where story height makes use of square foot pricing impractical.

- 2) Tables of base replacement cost of houses, commercial and special purpose buildings shall include the following:
  - a. Degrees of construction quality and size limits as determined in consultation with the Assessor.*
  - b. Commercial and special purpose building cost: varied by size and story height.*
- 3) Tables of additions and deductions from base replacement costs to meet the requirements of Rowan County as determined in consultation with the Tax Assessor.

viii. Depreciation Tables

- 1) Physical Depreciation
  - a. Physical depreciation tables or age-life tables on all classes of building including a consolidated rate percentage table.*
  - b. Examples of application of building depreciation tables.*
- 2) Functional and Economic Obsolescence
 

Examples of application of functional and economic obsolescence on all classes of residential, commercial, and industrial building for over improvement, under-improvement, location, out-of-business, and lack of functional utility.

ix. Income Approach to Value

- 1) Range of capitalization rates for Rowan County.
- 2) Explanation of capitalization rates as applied in Rowan County and how developed and applied.

x. Metal buildings, greenhouses and grain bins and accompanying elevators.

xi. Schedule by components of construction for commercial and industrial buildings.

xii. Any other information, facts, or factors which may be used in determining the true value in money of the real property to be appraised.

xiii. Explanatory appraisals demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in Rowan County.

b) Additional Contents of Manual

This manual shall contain the detailed data from realtors, lending institutions, revenue stamps (verified), etc., used in preparing the units of land value. This manual shall contain a detailed description and photo summary explaining grade and condition application methodology.

This manual shall also contain a breakdown in detail of all data in making up all schedules, costs, etc., including prevailing material cost, the source of this information, and analyzed cost for residential, farm, commercial and industrial building construction. A careful investigation of local construction costs shall be made and the manual must be tested for both new and existing construction. Prices of materials in various quantities and qualities shall be obtained from local material dealers. Current wage scales for various types of building construction shall be carefully investigated and labor efficiency for the several trades on the various classes of work shall be considered in the determining of building schedules.

From the foregoing information, unit construction costs shall be analyzed for all materials and fixed equipment entering into the construction of all types of buildings, which construction cost shall include architect's and engineers' fees, together with contractors' overhead and profit and shall reflect the average cost of materials in place for houses of cheap construction, houses of ordinary construction, and houses of high-quality construction. Separate unit costs shall be developed in the same



manner for all types of commercial, industrial, farm and special purpose buildings. After such costs are developed, they shall be applied to new construction of known cost to prove their accuracy.

When such accuracy is determined or proven in a manner acceptable to Rowan County, schedules shall be prepared for any and all variations from base, including the values of the following items: all types of wall construction, roofs, floors, heating, plumbing, fireplaces and stacks, air conditioning, interior finish, tiling finished attics, multiple family houses, recreation rooms, basements, finished basements, insulation, lighting system, etc.

Tables shall show additions or deductions from base prices shown in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the pricing schedule and on the property record cards. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators, or any improvement which does not fall within the base rate table shall be contained in the manual.

The manual shall contain a section designated for appraising residential, commercial and industrial building additions for use by the Tax Office Personnel in appraising building additions that are constructed between the completion of the current revaluation and the next one scheduled.

All of the foregoing data shall be set up in an easily comprehensible manner enabling Rowan County to show the taxpayer how property valuations were determined. All data used to make up the manual and to substantiate sales must be turned over to the Rowan County Tax Assessor.

The design of the manual must be approved by the Rowan County Tax Assessor and personnel designated by the Tax Assessor are to be trained in the use of the manual during the revaluation period.

## 2. Property Appraisals

### a) Commercial Property

#### i) Commercial Buildings

The "Walk Around" method will be applied to all commercial buildings. A careful inspection of each building shall be made of all construction and fixed building improvements noted on the property record card. Master replacement cost schedules which have been checked against actual costs of newly erected construction in Rowan County or in comparable communities, when required and developed for the manual, will be applied to the various elements of building construction.

The basis cost data shall be applied to existing construction for the determination of accurate and consistent building replacement costs. Income, expense, and market data will be used to determine value by applying appropriate depreciation factors to building replacement costs. All apartment houses of four or more dwelling units and other dwellings designed or redesigned for such occupancy, and all groups of apartment buildings, are to be listed as apartment properties and appraised by the Contractor in the manner of commercial properties which a sketch and appraisal card for each building in the apartment complex. Also, the number of units in each

building and their breakdowns as to bedroom and bath count shall be noted on the appraisal card. A report for apartments will follow listing all apartments and their variable breakdowns. This listing will be used as an analytical report. The appraisal of apartment houses is to be complete with analysis of income in the same manner as in the appraisal of other commercial property.

ii. Commercial and Apartment Land

The Contractor shall make a study of both the central business districts and outlying business area for all towns in Rowan County. Upon completion of this study, an outline block map is to be prepared by the Contractor listing front foot or square foot and land values for each side of each block of the specified business districts. Depth tables and corner and alley influence tables shall be developed by the Contractor for the pricing of commercial lots. These tables shall be in accordance with current sound practices of land valuations.

Upon determination of such front foot, square foot, or other acceptable units of measure values for commercial properties by Contractor, the value of each individual parcel of land shall be computed on the permanent record card. Commercial land values in rural areas of Rowan County shall be established usually on an acreage basis.

Each commercial property shall be carefully reviewed by experienced commercial appraisers of the Contractor for the careful consideration of the economic factors which enter into its valuation, such as location, design, surplus capacity or inadequacy, obsolescence, and rent possibilities (both present and expected).

If all or part of such property shall be within the boundaries of any incorporated town, city, or special district, such facts shall be specified and the part within shall be defined, listed, and appraised accordingly.

iii. Industrial Properties

A complete appraisal of the industrial plants in Rowan County shall be prepared by the Contractor based upon the careful inspection of each of such properties. Name of occupant shall be noted upon the field review card.

iv. Industrial Buildings

All industrial buildings shall be reviewed, on individual cards and said cards number 1 of 2 etc., and the total land, buildings, and other improvements will also be shown on the card. There will be prepared a site plat showing proximity of all buildings to the main plant structure. Buildings shall be described by their component parts, with replacement or reproduction values being determined by a unit cost appraisal, less any depreciation. The market and income approaches to value shall be utilized where applicable.

v. Industrial Land Valuation

The Contractor shall make a study of each individual property and of the various industrial sections of Rowan County. Upon completion of this study, the Contractor's appraisers are to prepare an outline block map (or sketch) indicating front foot, acreage, or square foot land values for each parcel of industry property. Upon the determination of final land values for industrial property, the Contractor shall compute the value of each individual parcel of industrial land.



b) Urban and Rural Property

i. Residential Improvements

Residences, Buildings, and Structures shall be appraised by County and 35,000 by contractor. Every lot, parcel, tract, building, structure, and improvement being appraised shall actually be reviewed, observed, and appraised by the competent appraiser to insure accuracy of information on the field record card. Careful inspection shall be made of the exterior by a competent appraiser and it shall be the responsibility of the County to make the necessary effort to inspect any property that is posted and/or quarantined. In the case of changes, additions, suspected errors in the original recording, or other discrepancies, such changes, additions, and discrepancies shall be measured, listed, and sketched, and card flagged for appraisal by a competent appraiser of the County's staff.

The type of construction shall be recorded by components parts, such as exterior walls, roofing structure, roofing cover, interior walls, interior flooring, heating and fuel type, air conditioning, bedrooms, baths, number of stories, style, fireplaces, quality of construction, actual year built, effective year built, economic or now known as external obsolescence, functional obsolescence, whether the property is under construction, abnormal or physical depreciation, and physical damage. For commercials and condominiums, the Contractor must also list any added features for air conditioning and heating, number of floors the building contains, the number of units or percent ownership, structural frame, average number of rooms per floor, percent of common wall and non-standard wall height. Field record cards shall be returned by the field staff to the office where they shall be priced, checked, and completed from the schedules previously prepared and made ready for the final inspection and review. Each review of property shall be made by competent appraisers for the careful consideration of location, design, surplus capacity, obsolescence, physical depreciation, etc.

Suburban and farm homes shall be reviewed and inspected in the manner as other residential buildings. All other farm buildings and structures will be sight checked for accurate measurements and listed on the field property card according to the use, type of construction, size, age, condition and amount of depreciation and shall be appraised at their true value.

Upon inspection of real property that has a mobile home located on the premises, the appraisal card will be marked with a special code identifier when the mobile home is listed as personal property. If it is listed as real property, it will be sketched and priced.

Manufactured Homes/Modular Homes are to be considered as real property and are to be so valued if the following conditions are met:

- 1) Is a modular home
- 2) Meets the definition of real property as defined in G.S. 105-273(13)
- 3) Owner or home is also the owner of the land

ii. Valuation of Land

The County shall make a careful investigation of the true value of all classes of land giving due consideration to all factors enumerated in these specifications. Sales data covering market sales shall be secured and this data will be analyzed, checked,

and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within Rowan County.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified and the part within town or city shall be defined and listed accordingly.

Buildings, structures, and other improvements shall be appraised and their true value recorded separately from the land on which they are located. Sales date will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number.

### iii. Record Cards

Suitable record cards shall be designed to meet the requirements of Rowan County and shall be submitted to the Rowan County Tax Assessor for approval before being used. They shall include all items of information in connection with the construction; age; condition; depreciation; outline and pricing data of each building together with the owner's name, address, road name and number and house numbers, available map, block, and lot numbers, etc.; and shall be used to record all pertinent information relative to the land, buildings, and other improvements and total valuation of land, buildings and other improvements. The cards are to be furnished at the expense of the County.

All cards shall be separated and arranged by any method decided upon by the Tax Assessor, coded for any special districts, and shall include road name and number, house number, and/or subdivision description.

The Contractor shall provide, at its own expense, all supplies, needed in performing the work and all reports and manuals to be delivered to Rowan County as set forth in the contract.

The Contractor shall, upon completion and acceptance of the work, deliver to the Rowan County Tax Assessor, all field notes, cards, and work sheets on all kinds and classes of properties valued in the appraisal, identified as to property and owner. Also, for future reference, the detailed data developed and used to determine the unit land values as well as those which serve to substantiate these values shall be delivered to the Rowan County Tax Assessor.

### c) Agricultural, Horticultural and Forestland

The Contractor shall prepare two land schedules – one that reflects market value and a farm use value schedule as required in General Statutes 105-277.6c. All agricultural, horticultural, and forestland shall be appraised by persons experienced in appraising such lands and shall reflect their market or true value.

When an owner qualifies for the North Carolina Present Use Value Assessment Program, and makes proper application therefore, an additional appraisal shall be made by the Contractor in accordance with General Statutes 105-277.4 for those tracts which qualify as of January 1, 2023 for such special assessment. The Contractor shall also provide a section in the appraisal manual showing what basis was used for making the special assessment on these lands.



### 3. PUBLIC RELATIONS

At all times during the contract and the work on the program, the Contractor and his employees shall endeavor to promote friendly relations with taxpayers and the public.

Press releases or other publicity proposed by the Contractor shall be presented to the Rowan County Tax Assessor and receive clearance before being released.

The Contractor shall, at the request of the Tax Assessor, make available qualified speakers to acquaint groups of people with any phase of the Revaluation Program.

The Contractor SHALL NOT release any proposed values, appraisals, data, or any other information either required or in the possession of the Contractor to any person, firm, or association unless approved in advance and in writing by the Rowan County Tax Assessor.

### 4. DIGITAL STRUCTURE IMAGERY

The purpose of these specifications is for the collection of approximately 5,100 digital images of commercial, industrial, structures located in Rowan County, North Carolina.

#### a) Technical Requirements

- i. Images will be submitted in JPEG format to Rowan County on CD-ROM/FLASH DRIVE.
- ii. One, two, three and four-family residential buildings, townhouses, mobile homes, timeshares, and condominiums will require photograph of building from curbside.

Agriculture residences and major outbuildings will also require photographs of building front elevations. Images of mobile home parks need only be captured from the public "right of way" without need to capture images of individual mobile homes. Images of retail, warehouse, manufacturing, apartments and other related property uses shall be captured for each use. Neighborhood shopping centers, mixed retail centers, community buildings may require more than one image. Exempt buildings shall be photographed and are in the count.

- iii. The façade of the structure will occupy 65 to 85 percent of the overall area of the photo.
- iv. In such cases where there is more than one structure for one parcel, each structure will be photographed and assigned the parcel number/PIN number and record number followed by a letter.
- v. Our definition of a structure is any building whose primary use is residential, commercial, industrial, or institutional, and is currently being occupied by one or more of these uses.
- vi. Each image will be stored in JPEG format with a minimum of 24-bit true color, 640x480 pixels or higher resolution. Three different samples of images captured will be presented by Contractor for final approval by Assessor.
- vii. Each image will be store in the industry standard JPEG format and will be assigned up to a twelve-digit parcel ID number.
- viii. Each image will be stored in files as directed by the Tax Assessor. The tax map numbers for the County will name each image.
- ix. Each image will show only the structure and an identifier. No other text or numbers will be added to the photo by post processing operations.

b) General Requirements/Conditions

- i. All images, maps, tapes, working files and final deliverables shall be considered the property of Rowan County and shall be delivered to the Assessor upon completion and acceptance of work.
- ii. The County shall receive, review, and approve images in batches of 100.
- iii. The Contractor will invoice only after acceptance and approval of submitted batches of 100 images.
- iv. All other specifications/conditions contained within the bid package will apply to the imagery section of the contract.

**PLEASE NOTE: Digital imagery is to be priced separately on the Cost Proposal. In addition, price image management as a separate item on the Cost Proposal.**

### III. COMPENSATION AND TERMS

#### A. Progress Report and Payments

On or about the first day of each month, on forms approved by the Rowan County Tax Assessor, the Contractor shall make a progress report showing work done or progress made under the negotiated schedule to the Rowan County Tax Assessor.

The report shall show the percent of completion of each phase of the work performed under terms of the negotiated work schedule. On the basis of each progress report, Rowan County shall make progress payments as follows:

On or about the tenth day of each month, Rowan County shall pay to the Contractor ninety percent of the value, (based on the contract price) of the value of work performed by the Contractor up to the 25<sup>th</sup> day of the previous month as estimated by the County from progress reports and monthly invoices submitted, by the Contractor, less the aggregate of previous payments. The estimates shall be approximate only, and all partial payments and monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimate. The schedule of payment contemplates the County's withholding payment often percent of the value of all completed work until such time that the County is satisfied that all such work conforms to the requirements of these specifications.

Should any defective work be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, there will be deducted from the first pay request rendered after discovery an amount equal in value to the defective or questioned work. This work will not be included in a subsequent pay request until the defects have been remedied or the cause of doubt removed.

#### B. Acceptance and Final Payment

When the work has been completed and delivered to Rowan County by the Contractor on January 1, 2023, Rowan County shall within sixty days thereafter, examine and review the same to determine whether the work has been completed in strict accordance with the specifications, conditions, and stipulations contained in the contract.

If upon such examination and review, Rowan County finds that the work has been completed and delivered in accordance with specifications, then the work shall be accepted and remaining balance on said contract price shall become due and payable as follows:



1. The difference between the amount already paid and ninety percent of the total contract price shall be paid to the Contractor at this point.
2. One-half of the unpaid balance (5%) shall be paid to the Contractor at the conclusion of all appeals to the Board of Equalization and Review. The remaining one-half of the unpaid balance (5%) shall be paid to the contractor at the conclusion of all appeals to the Property Tax Commission or to the Courts. Contractor agrees to support the Rowan County Tax Assessor on all appeals to the Property Tax Commission.

#### **IV. DATA PROCESSING**

##### **A. Equipment Description**

The County's computer hardware and related software system will be made available, non-exclusively, to the Reappraisal Contractor to assist in the reappraisal effort. It will be a requirement of the Reappraisal Contract that all final real property values will be produced on the Rowan County hardware.

The County's computer system is configured as follows:

CAMA system is Tyler IAS World  
Windows 2010 software package  
Desktop personal computers with network printers

If other devices are necessary for the efficient and timely completion of the reappraisal task they will have to be furnished by the Reappraisal Contractor. It is anticipated that the hardware configuration is of sufficient capacity to permit both the Assessor's Office and the Contractor's normal data processing functions to be accomplished simultaneously without significant degradation.

Jobs of either agency which will make extraordinary demand on the CPU (i.e. large sorts) must be scheduled through the Assessor's Office.

#### **V. SUMMARY**

Rowan County is currently on a four-year reappraisal cycle, with the next Revaluation scheduled for January 1, 2023. The County expects a highly professional and thorough project and seeks to contract with a firm that can assist in delivering such a project within the time frame set forth in this request. The Tax Assessor's Office and the contracted firm will provide this service with the quality that the citizens of Rowan County deserve and have come to expect.

**2023 Reappraisal Statistics**

| <b>Property Class</b>    | <b>Estimated<br/>Parcel Count</b> |
|--------------------------|-----------------------------------|
| Single Family Residences | 43,782                            |
| Condominiums             | 610                               |
| Duplex/Triplex           | 1,085                             |
| Manufactured Housing     | 5,542                             |
| Exempt                   | 998                               |
| Commercial/Industrial    | 5,081                             |
| Vacant                   | 22,600                            |
|                          | 79,698                            |
| Total Parcels            | 79,698                            |





**Rowan County Purchasing Department**

130 West Innes Street • Salisbury, NC 28144

Phone: 704-216-8174

Email: [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

**Addendum I RFP #2022-001 Rowan County Reappraisal 2023**

- Q1. In order to generate a more accurate street-level imaging quote for the County, we would ask if the County can provide us with the following information:
- County-wide Street Centerlines (shapefile or geodatabase or similar)
  - County-wide parcels that include/delineate commercial v. residential properties (shapefile or geodatabase or similar)
  - The Rowan County boundary (shapefile or geodatabase or similar)
- A1. Requested information is being provided to the bidder. If other bidders need this information please notify Anna Bumgarner at [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov).
- Q2. Will the Rowan County tax office staff perform the data entry into the IAS World CAMA software for any data gathered by the contractor?
- A2. Rowan County staff will perform all data entry.
- Q3. Page 7, 7th paragraph states "Situs address of all address properties within Rowan County are to be gathered and entered in the County's CAMA system and in a manner to be determined by the County." Does this apply only if Alternate 1 is chosen? Otherwise the contractor will visit 5100 commercial/industrial properties and 35,000 residential properties, not all the parcels in the County.
- A3. All situs address data will be maintained by Rowan County staff
- Q4. Page 4 Alternate 1, can 35,000 images be taken at the time of the field review instead of a separate trip?
- A4. It is not necessary to make a second trip for photographs.
- Q5. Page 11 "Use of Records and Maps, is the contractor responsible for transferring any data from old tax records? This could be an out of date reference for an old version of revaluation RFPs.
- A5. Contractor will not be responsible for transferring of any data from old tax records.

**Proposal  
for  
Rowan County's  
Property Revaluation  
Effective for the Tax Year 2023**

**Respectfully Submitted to:**

Mr. Wendell "Chip" Main  
Tax Assessor, Rowan County

August 9, 2021



August 9, 2021

Mr. Chip Main  
Rowan County Tax Assessor

**RE: Proposal for 2023 Countywide Revaluation Project**

Dear Selection Committee Members:

On behalf of Piner Appraisal, Inc., we are pleased to submit this proposal in response to your Request for Proposal (RFP) to aid and assist Rowan County with the 2023 County Revaluation.

The opportunity to provide you with this proposal is an honor and greatly appreciated. Piner Appraisal has been assisting various counties with property assessment needs for almost 20 consecutive years. During this time, we have gained in-depth knowledge of economic and geographical environments. Our professional and courteous appraisal services are proven and reliable.

Our company is experienced and well established in the property tax industry of North Carolina and completely vetted and approved annually by the NC Department of Revenue. Our team is comprised of both certified appraisers and highly seasoned property tax professionals; this combination is the perfect balance that provides Rowan County with knowledgeable personnel and service of the highest quality. We have recently completed the Bertie County revaluation that was due January 1, 2020, Washington County revaluation due January 1, 2021, and are currently working on the Bladen County revaluation due January 1, 2022. Further, we have just been awarded the Rockingham County revaluation due January 1, 2024.

Our proposal highlights our expertise and experiences working directly in the functional areas requested in your solicitation request. Thank you for the opportunity to provide you this proposal. Should you have any questions, please do not hesitate to contact us. **(252) 723-3562 or [pinerappraisal@gmail.com](mailto:pinerappraisal@gmail.com).**

Sincerely,

Gary Piner  
*President/Principal-in-Charge*  
**Piner Appraisal, Inc.**



## Overview:

Our highly experienced and professional team will handle the entire revaluation process from start to finish with field inspections including digital images, comprehensive market studies and a supported schedule-of-values. Every person involved in the revaluation for Piner Appraisal maintains all necessary certifications and credentials. A summary of our principal team for this proposed project is noted below.

- **Gary Piner** is a Carteret County native and veteran tax appraiser with 30+ years of property tax experience. Mr. Piner will be overseeing the revaluation project and will be involved in all aspects of the revaluation process. He recently completed revaluation work in Gates County, Brunswick County, Caswell County, Onslow County, Wayne County, Bertie County and Washington County. His firm is currently working on the Bladen County revaluation.
- **Harry Smith** is a highly respected property tax professional. He is slated to retire later this year as the Onslow County Tax Administrator with more than 30+ years of experience in the business. He will be concentrating on the commercial properties. He is well in tune with our commercial valuation process. He will also use his vast experience with the IAS World CAMA software to provide training for the Rowan County staff. This will include accessing and loading the tables for reappraisal.
- **Renee McGinnis** is a highly respected property tax professional. She is a retired tax administrator of 30+ years for Gates County. She will be working with sales, assisting with composing the schedule of values and resolving land valuations rates. She has just helped Piner Appraisal complete the Bertie County and Washington County revaluations. She is currently assisting with the Bladen County revaluation.
- **Gene Rountree** is also a highly respected property tax professional. He is a retired tax administrator from Nash County, with more than 40+ years in the industry. He will be working with sales, concentrating on composing the schedule of values and resolving land valuation rates. He also has just helped Piner Appraisal complete the Bertie County and Washington County revaluations. He is currently assisting with the Bladen County revaluation.
- **Christopher Mashburn** is a highly qualified commercial appraiser. He has achieved the highest level of designation in his field, (MAI). He will be a consultant for the commercial/industrial properties.



## **SCOPE OF WORK:**

The purpose of this proposal is to aid and assist the Rowan County Tax Office with the 2023 revaluation in accordance with North Carolina General Statutes. The requested assistance and support includes the development of the schedule-of-values & Assessors manual with supporting documentation and appraisal principals. This bid also includes a detailed market analysis sales study, IAS World training, review and final valuation of approximately 35,000 non-commercial and industrial properties. Also included will be visitation and valuation of approximately 5,100 commercial and industrial properties with digital images included. Street level digital images will also be provided for approximately 52,000 non commercial properties **if elected to be included by the county.**

### **Piner Appraisal proposes the following services:**

- Detailed Market Sales Study & Sales Confirmation
- Establish project schedule with key milestones of work and provide a monthly progress report to the Tax Assessor.
- Development of a detailed schedule-of-values manual with continuing sales tracking up through September 2022. This manual will be customized and user friendly. Examples and images will be from local market, local builders and real estate professionals. National cost guides will be available to support values in your area if needed.
- Appraisal of all real property. (Residential, Commercial and Industrial)
- Analyzing and valuing the commercial properties regarding the cost approach, the sales comparison, and the income approach to valuation. These values will be in direct correlation to the current market value for Rowan County, with emphasis on the income approach.
- Provide digital photograph of all commercial and industrial properties.
- Listing and measurement corrections as needed on all field surveys
- Rowan County Commercial and Industrial Sales and Income Data Collection by survey.
- Assist in conducting informal public hearings and appeals for all real property through the Board of Equalization and Review and the Property Tax Commission.
- Piner Appraisal will utilize cost, sales comparison and income approaches to valuation for the commercial and industrial properties. We have the necessary tools to provide relevant capitalization and income rates for Rowan County.
- Public relations assistance and support.

### **Piner Appraisal will not be responsible for the following:**

Copies of property record cards for field utilization, office space, computers/computer upgrades, mass/bulk printing, value notices, and any public advertisements.

***\*Re-Inspection or site visits caused by violent storms or natural disaster events. Additional fees, (per parcel price), will apply for re-inspections.***

## **PRICE**

Piner Appraisal has taken every effort to provide the most efficient proposal while maintaining the highest quality of service. Based on the indicated scope of work set forth in the Rowan County Request for Proposal, the bid is **\$665,000.00**.

In addition Piner Appraisal offers a price of **\$150,000.00** for the delivery of street images of 52,000 residential properties.

Piner Appraisal's fee will be \$500.00 per day for any Property Tax Commission related issues.



## **INDEMNIFICATION & INSURANCE:**

Piner Appraisal maintains all necessary insurance and will provide Rowan County proof of adequate general liability insurance, errors and omissions insurance, auto insurance and necessary worker's compensation insurance. Further, Piner Appraisal will provide Rowan County with any necessary performance bond and/or certified funds at time of contract award.

## **CONCLUSION & HIGHLIGHTS:**

In conclusion, Piner Appraisal will be your local appraisal expert. We are dedicated to a long-lasting partnership with Rowan County. Our objective is clearly defined to provide your office and the property owners of Rowan County with the most competent, timely and trusted revaluation. We take great pride in our work quality, local accessibility and continuous communication throughout the project. We always strive to exceed expectations and value our solid reputation. Piner Appraisal offers Rowan County a highly experienced team with all necessary tools and no learning curves. Please do not hesitate to contact us with any questions or concerns you may have. **(252) 723-3562 or [pinerappraisal@gmail.com](mailto:pinerappraisal@gmail.com).**

**Thank you again for the opportunity to provide you with this proposal.**



[illegible]



# Qualifications



# Gary Piner

2321 Shore Drive, Morehead City, NC 28557 \* (252) 723-3562

## EDUCATION

East Carolina University (1976 – 1979)

## ACCREDITATIONS

NC Real Estate Appraiser NC # T4955

Certified Real Property Appraiser, NC Department of Revenue

## EXPERIENCE

Real Property Appraiser (1985 – Present)

Present      **Bladen County Tax Office**  
Working on revaluation for 2022

2019 - 2021      **Washington County Tax Office**  
Working on revaluation for 2021.

2020      **Bertie County Tax Office**  
Completed revaluation for 2020

2018      **Wayne County Tax Office**  
Visited and assisted in valuing approximately 3,000 commercial properties for the 2019 revaluation.

2017 – 2018      **Onslow County Tax Office**  
Visited and assisted in valuing over 2,960 commercial properties for the 2018 revaluation.

2016 – 2017      **Gates County Tax Office**  
Performed walk around inspections on all residential properties for the 2017 revaluation.

2016 – Present      **Bladen County Tax Office**  
Independently contracted to measure and list new construction. Also handles appeals on an annual basis.

2015 – Nov. 2015      **Caswell County Tax Office**  
Performed walk around inspections on all residential and commercial properties for the 2016 revaluation.

2015 – 2016      **Chowan County Tax Office**  
Independently contracted to measure and list new construction.

2014 – 2015      **Brunswick County Tax Office**  
Visited and assisted in valuing over 3,000 commercial properties for the 2015 revaluation.



- 2012 – Present **Washington County Tax Office**  
Worked with assessor on all aspects of countywide revaluation. Continue to handle new construction and all other appraisal issues.
- 2011 – 2012 **Greene County Tax Office**  
Performed walk around inspections on all residential properties for the 2013 revaluation.
- 2010 – Present **Wayne County Tax Office**  
Independently contracted to measure and list new construction
- 2009 - 2010 **Craven County Tax Office**  
Independently contracted to measure and list new construction
- 2006 - 2007 **Pamlico County Tax Office**  
Independently contracted to measure and list new construction
- 2003 – Present **Gates County Tax Office**  
Independently contracted to measure and list new construction
- 2001 - Present **Bertie County Tax Office**  
Independently contracted to measure and list new construction
- 1985 – 2005 **Carteret County Tax Office**  
Responsible for measuring and listing all improvements on each property.  
Responsible for sizing and pricing land. Served as chief field appraiser 1988 – 2005.  
Trained numerous personnel in all aspects of appraisal during this period.

Involved in revaluation of 1989. Extensively involved in all aspects of 1993 revaluation, 1997 revaluation and 2001 revaluation.

Extensively involved in all aspects of 2007 revaluation until leaving in November 2005.

Conducted informal hearings for taxpayers and testified before Board of Equalization and Review on many occasions.

## **RELEVANT COURSES**

(R-1) Introduction to Real Estate Appraisal

(R-2) Valuation Principles and Procedures

(R-3) Applied Residential Property Valuation

(R-4) USPAP

(G-1) Introduction to Income Property Appraisal

(IAAO Course 101) Fundamentals of Real Property Appraisal Fundamentals of Property Tax Listing and Assessing

(IAAO Course 102) Income Approach to Valuation



(IAAO Course 301) Mass Appraisal of Residential Property  
(IAAO Course 305) Computer Assisted Mass Appraisal Valuation Model Building  
(IAAO Course 400) Assessment Administration  
(IAAO Course 9014) National USPAP Update  
(IAAO Course 3069) Technology and Appraisers  
(IAAO Course 3091) More Complaints, and AMC's, and UAD Updates  
(IAAO Course 1969) New Day, New Appraisal

### **PAST MEMBERSHIPS**

International Association of Assessing Officers  
NC Association of Assessing Officers

### **References**

|                |                                     |                  |
|----------------|-------------------------------------|------------------|
| Jodi Rhea      | Bertie County Tax Administrator     | (252) 794-6152   |
| Sherri Wilkins | Washington County Tax Administrator | (252) 793-1176   |
| Alan Lumpkin   | Wayne County Tax Administrator      | (919) 731-1468   |
| Renee Davis    | Bladen County Tax Administrator     | (910) 862 - 6735 |

Additional references available upon request



## **Harry G. Smith**

127 River Reach Dr. W.  
Swansboro, N.C. 28584  
Cell Phone: (252)241-5697  
Email: hkhjsmith@ec.rr.com

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### **PERSONAL**

I am presently employed as the Tax Administrator for Onslow County. I am married and have two adult children and four grandchildren. I am an active member of First United Methodist Church in Morehead City. Interests include boating, hiking, traveling, and sports.

### **EDUCATION**

East Carteret High School, Beaufort, N.C. - 1976  
East Carolina University, Greenville, N.C. – 1980, B.S.B.A.

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### **EMPLOYMENT**

2003-2021, Tax Administrator, Onslow County, Jacksonville, N.C. I have been serving as the Tax Administrator in Onslow County since October 2003. In this capacity, I serve as both the appointed county assessor and appointed county tax collector. Responsibilities include general oversight of statutory assessment, listing, and collections activities, including budget preparation, serving as the clerk to the Board of Equalization and Review, personnel management, directing annual statutory processes related to personal property tax listing, real estate assessment, administration of property tax relief programs, exemption programs, and periodic countywide reappraisals. During my tenure, I have been active in both the NC Tax Collectors Association (NCTCA) and NC Association of Assessing Officers (NCAAO) serving on various committees and executive boards of both organizations, including serving as President of the NCTCA in 2010-2011, and the NCAAO in 2014-2015.

1992-2003, Assistant Tax Administrator, Carteret County, Beaufort, N.C. Since beginning my employment in 1992, I have served as Real Estate Appraiser, Chief Appraiser, Appraisal Director, and currently Assistant Tax Administrator. Responsibilities include coordinating the activities of the Appraisal Department, including supervision of 4 appraisers, 2 full time clerks, and 2 part-time clerks; assisting the Tax Administrator as needed, including aiding in budget preparation, conducting Board of Equalization Hearings, and reviewing appeals before the N.C. Property Tax Commission. Routine responsibilities include pricing land, listing and measuring new construction, coordinating and overseeing appraisers who perform these duties, oversee data entry of appraisal data into the CAMA system, coordinate review of parcels for in-house revaluation, develop Schedule of Values for revaluation, conduct sales ratio studies to determine assessment levels, maintain sales file, maintain current building cost file (Marshall & Swift), conduct employee training, communicate with software support personnel, public relations, perform functions of Tax Administrator/Collector.

1983-1992, Real Estate Property Manager, Crystal Coast Rentals, Atlantic Beach, N.C. As part owner of this property management company, I was responsible for overseeing all facets of managing over 130 privately owned condominium units, beach cottages, and residential dwellings. Responsibilities included advertising, reservation tracking, trust account management, public relations with tenants and owners, generating monthly accounting statements to owners, procuring and supervision of repairs and maintenance of properties, production of rental brochure for summer rental properties, management of yearly lease properties. During this time, I also completed an introductory appraisal course, and served on the MLS Committee as a member and Chairman.



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**ADDITIONAL EDUCATION**

IAAO Course 1 - Fundamentals of Real Property Appraisal  
IAAO Course 2 - Income Approach to Valuation  
IAAO Course 201 - Appraisal of Land  
IAAO Course 301 - Mass Appraisal of Residential Properties  
IAAO Course 311 – Residential Modeling Concepts  
IAAO Course 400 – Assessment Administration  
IAAO Course 402 – Tax Policy  
IAAO 151 – USPAP  
IAAO 171-Standards of Professional Practice and Ethics  
NC Department of Revenue – Personal Property Appraisal  
SOG - Fundamentals of Property Tax Listing and Assessing

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**CERTIFICATIONS**

NC Department of Revenue - Real Property Appraiser  
NC Department of Revenue – Certified County Assessor  
NCAAO - Certified North Carolina Appraiser Designation  
NCAAO – Certified County Assessor Designation  
NCTCA – Certified Tax Collector  
IAAO- AAS Designation (Assessment Administration Specialist)

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**ADDITIONAL RECOGNITION**

NCACC– Outstanding County Program Award – 2012  
NCDOR – Outstanding Jurisdiction Award – 2013  
NCDOR – Outstanding Jurisdiction Award – 2014  
NCAAO – Tax Assessor of the Year Award – 2014  
NCTCA – Tax Collector of the Year Award - 2019



**Renée Hinton McGinnis**

450 Water Swamp Road  
Sunbury, North Carolina 27979  
Home: (252) 465-8037  
Work: (252) 357-1360  
Cell: (252) 331-5294

|            |                                  |                      |           |                   |
|------------|----------------------------------|----------------------|-----------|-------------------|
| Education: | Gates County High School         | Gatesville, N.C.     | 1976-1979 | Diploma           |
|            | Roanoke Chowan Community College | Ahoskie, N.C.        | 1980      |                   |
|            | College of the Albemarle         | Elizabeth City, N.C. | 1992-1998 | Associates Degree |

|           |                                                    |                |
|-----------|----------------------------------------------------|----------------|
| Training: | Mass Appraisal of Residential Property             | August 1995    |
|           | Fundamentals of Property Tax Listing and Assessing | September 1995 |
|           | Assessment Administration                          | June 1996      |
|           | Business Personal Property Appraisal               | August 1996    |
|           | Fundamentals of Property Tax Collection            | May 1997       |
|           | Income Approach to Valuation                       | June 1997      |

|             |                               |                      |
|-------------|-------------------------------|----------------------|
| Experience: | ▪ RHMCGinnis, LLC             | 2014-Present         |
|             | Gates County 2017 Revaluation | Sept 2015-April 2017 |

I contracted with Gates County to assist in the 2017 revaluation. In assisting Gates County I worked the market and sales study and prepared spread sheets on same. Using the market study data I worked with the schedule of values to develop a schedule that reflected the current real estate market (land and improvements). I also developed new schedules to assist the County in computing a more accurate value on certain improvements. I also worked with data entry and informal appeals on this project.

|                   |                   |
|-------------------|-------------------|
| ▪ County of Gates | Nov 2014-May 2015 |
|-------------------|-------------------|

I assisted the Gates County Tax Department in the transition of new computer hardware and software. I also assisted in the transition and training of the new Tax Administrator.

|                               |           |
|-------------------------------|-----------|
| ▪ Gates County Tax Department | 1993-2014 |
| Tax Administrator             | 1996-2014 |
| Data Processor                | 1993-1996 |

|                 |            |
|-----------------|------------|
| Retirement Date | 10/01/2014 |
|-----------------|------------|

As data processor I assumed all responsibilities for the computer system and software for the tax, water, election, and financial departments. I also worked with the appraisal of real and personal property for the tax department. In 1996 I was appointed by the County Board of Commissioners to serve as County Tax Administrator. I was responsible for all aspects of appraising real and personal property for the County and billing and collecting for same. My responsibilities also included land records and mapping. I have also supervised the billing and collections for the County water system. I supervised four employees, a deputy collector, two tax clerks and one billing/collections clerk. Even though it was not part of my job description I also assisted the Finance Officer when needed. I also served as a member of the County Technical Review Committee. As an employee of the Tax Department I assisted in two county revaluations and as Administrator lead two successful revaluations.



▪ Currituck County Tax Department  
Deputy Collector

1993

As Deputy Collector I assisted the Collector with the duties of collecting current and delinquent taxes. Because of my experience with the computer system, I sometimes assisted other employees in the absence of the data processor.

▪ Gates County Tax Department  
Tax and Water Clerk

1984-1993

I was hired for a temporary tax clerk position in October 1984 and in February 1985 was hired permanently as billing/collections clerk for water in the same office. I was later moved to a permanent position as tax clerk where I worked with the listing and billing of real and personal property. I also assisted with land records and mapping, and the collection of current and delinquent tax bills. I also assisted in two county revaluations.

|              |                                                  |              |
|--------------|--------------------------------------------------|--------------|
| Memberships: | North Carolina Association of Assessing Officers | 1996- 2014   |
|              | Treasurer                                        | 2005-2006    |
|              | Secretary                                        | 2006-2007    |
|              | Vice President                                   | 2007-2008    |
|              | President                                        | 2008-2009    |
|              | Chairperson and member of various committees     |              |
|              | International Association of Assessing Officers  | 1997-2014    |
|              | North Carolina Tax Collectors Association        | 2002-2014    |
|              | Member of various committees                     |              |
|              | Gates County Rotary                              | 2004-2012    |
|              | President-Elect                                  | 2005         |
|              | President                                        | 2006         |
|              | Vocational Committee Chair                       | 2007         |
|              | Rotarian of the Year for District 7720 Area 4    | 2007         |
|              | Zion United Methodist Church                     |              |
|              | Finance Committee Chairperson                    |              |
|              | Audit Committee                                  |              |
|              | United Methodist Foundation Representative       |              |
|              | Gatesville Methodist Charge Treasurer            |              |
|              | Church Hostess                                   |              |
|              | Gates County Emergency Ministries                |              |
|              | Client Intake Volunteer                          | 2015-Present |
|              | President                                        | 2016-Present |
|              | Meals on Wheels                                  |              |
|              | Meal Delivery Volunteer                          | 2017-Present |

|                 |                                                                                       |      |
|-----------------|---------------------------------------------------------------------------------------|------|
| Certifications: | North Carolina Department of Revenue County Assessor                                  | 1996 |
|                 | North Carolina Association of County Assessors Designation of Certified N C Assessors | 2006 |



# Wilton Gene Rountree

2247 Quail Haven Rd  
Rocky Mount, NC 27804

Cell:(252-883-7786  
Email: [grountree@embarqmail.com](mailto:grountree@embarqmail.com)

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## EDUCATION

East Carolina University -1974  
BA Degree – Geography-Major

## EXPERIENCE

**Edgecombe County Tax Office** 1976 – 2001

Mapper – Appraiser- Assistant Assessor- Assessor – Tax Administrator

**Nash County Tax Office- Nashville, NC** 2001-2009

Nash County Tax Administrator

**Pearsons Appraisal Company** 2009

Revaluation work in Edgecombe and Johnston County

**Chowan County Interim Tax Administrator** 2009-2011

**Raspberry and Shackleford Appraisal Company** 2011-2012

Revaluation work with New Hanover, Greene, and Jones County

**Edmondson Appraisal Company** 2014-2017

Revaluation work with Caswell and Edgecombe County

**Franklin County Interim Tax Administrator** 2013

**Wayne County Revaluation** 2018

**Piner Appraisals -Bertie County Revaluation** Present

**CTSI-Marketing** 2009- Present

**Keystone Information Systems-Marketing** 2015-Present

**Licensed North Carolina Residential Appraiser – A2744**



# **CHRISTOPHER MASHBURN, MAI, AI-GRS, ASA**

3025 Bridges Street, Suite 9 • Morehead City, NC 28557 • 252-247-0404 Ext. 237  
chris@mashburnappraisal.com

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## **SUMMARY OF QUALIFICATIONS**

I have completed USPAP compliant appraisal reports involving various commercial properties which include: vacant land, farmland, multi-tenant and single-tenant retail buildings, multi-tenant and single-tenant office buildings, apartments, industrial buildings, motels, mobile home parks, as well as various types of new construction. In preparing these reports, I have gained significance experience in researching and compiling market data, executing fundamental market analysis, as well as discounted cash flow and sell-out analysis. I also have experience in valuing partial interest, establishing leased fee and fee simple values, and valuation of various types of conservation easements.

## **QUALIFICATIONS**

### **Mashburn Appraisal Group**

Certified General Appraiser

7/2012 – Present

Morehead City, NC

- Complete USPAP compliant appraisal reports for various individuals, government entities, and lending institutions
- Perform analysis of Highest and Best Use for improved and vacant parcels
- Perform discounted cash flow analysis utilizing excel
- Value partial interest, leased fee and fee simple values
- Complete fundamental market analysis for various types of commercial properties, industrial properties and vacant land
- Perform valuations of land encumbered with conservation easements
- Communicate and collaborate with property owners, government officials, real estate developers, attorneys and financial institutions in order to complete appraisal reports
- Develop relationships with bankers, landowners, investors, and local and state government employees
- Compose narratives to adequately explain research conclusions in order for individuals to make sound financial decisions
- Support appraisal report findings at local government meetings and financial institutions
- Manage team of appraisers to complete county-wide property tax revaluations

### **Houck Services**

Project Manager and Estimator

3/2008 – 7/2012

Harrisburg, PA

- Manage job costs and budgets by monitoring costs regularly, ensuring timely and accurate material deliveries and production schedules
- Engage with superintendents, foreman, and other estimators/project managers to ensure accurate estimates
- Facilitate on-site progress meetings as well as company scheduling meetings
- Assist with completion of project paperwork, warranties, and building owner requirements
- Engage office staff, superintendents, foreman, and other estimator/project managers to assemble documentation, prepare estimates and value engineer re-roofing solutions
- Inspect project site and/or perform take-offs from architectural drawings to define scope of work
- Execute take-offs utilizing computer software to determine cost of material, labor, equipment, and overhead costs



## EDUCATION

### Appraisal Institute Education

|                                                                            |                      |         |
|----------------------------------------------------------------------------|----------------------|---------|
| Valuation of Conversation Easements                                        | Chicago, IL          | 3/2017  |
| Condemnation Appraising: Principles & Applications                         | Orlando, FL          | 8/2016  |
| Review Theory – General                                                    | East Brunswick, NJ   | 6/2016  |
| Uniform Appraisal Standards for<br>Federal Land Acquisitions (Yellow Book) | Nashville, TN        | 11/2015 |
| Litigation Skills for the Appraiser                                        | Wilmington, NC       | 8/2015  |
| The Appraiser as an Expert Witness:<br>Preparation & Testimony             | Greensboro, NC       | 8/2015  |
| General Demonstration Report – Capstone Program                            | San Juan, PR         | 5/2015  |
| Advanced Concepts & Case Studies                                           | East Brunswick, NJ   | 12/2014 |
| Advanced Market Analysis and Highest & Best Use                            | Chicago, IL          | 11/2014 |
| Quantitative Analysis                                                      | Orlando, FL          | 9/2014  |
| General Appraiser Report Writing and Case Studies                          | Online               | 7/2014  |
| General Appraiser Market Analysis<br>and Highest & Best Use                | Chicago, IL          | 5/2014  |
| General Appraiser Site Valuation & Cost Approach                           | Plymouth Meeting, PA | 4/2014  |
| Advanced Income Capitalization                                             | Louisville, KY       | 4/2014  |
| Business Practices and Ethics                                              | Online               | 3/2014  |
| General Appraiser Income Approach / Part 2                                 | Louisville, KY       | 3/2014  |
| Real Estate Finance, Statistics, and Valuation Modeling                    | Greensboro, NC       | 2/2014  |
| General Appraiser Income Approach / Part 1                                 | Louisville, KY       | 2/2014  |
| 2014 – 2015 Seven Hour National USPAP Update                               | Wilmington, NC       | 1/2014  |
| General Appraiser Sales Comparison Approach                                | Pittsburgh, PA       | 9/2013  |
| Marketability Studies:<br>Advanced Considerations & Applications           | Greensboro, NC       | 1/2013  |

### BrightPath Education Services

|                                                    |             |        |
|----------------------------------------------------|-------------|--------|
| National USPAP 15 – Hour Course                    | Raleigh, NC | 9/2012 |
| Residential Market Analysis and Highest & Best Use | Raleigh, NC | 9/2012 |
| Basic Appraisal Procedures                         | Raleigh, NC | 9/2012 |
| Basic Appraisal Principals                         | Raleigh, NC | 9/2012 |

### McKissock

|                                            |        |        |
|--------------------------------------------|--------|--------|
| 2016-2017 Seven Hour National USPAP Update | Online | 1/2016 |
|--------------------------------------------|--------|--------|

### Spanish Language Institute

|                                       |                      |      |
|---------------------------------------|----------------------|------|
| Concentration: Conversational Spanish | San Jose, Costa Rica | 2007 |
|---------------------------------------|----------------------|------|



**Appalachian State University**

Major: Industrial Construction Technology

Boone, NC

2003 - 2006

- Courses include: Land Planning, Construction Management, Residential and Commercial Architecture, Sustainable Building Techniques, Construction Estimating, Technical Drafting, Renewable Electricity, Building Science, and Safety

Minor: Accounting

- Courses include: Accounting I & II, Financial Accounting, Individual Income Taxation, and Cost Accounting

**LEADERSHIP & VOLUNTEER EXPERIENCE****Leadership Development & Advisory Council (LDAC)**

5/2016

LDAC establishes an "appraiser-presence" in Congress and demonstrates that the Appraisal Institute is made up of professionals who recognize the importance of being actively involved in the political process. Four individuals, including myself, have been selected to represent the North Carolina Chapter of the Appraisal Institute at the 2016 Leadership Development & Advisory Council held in Washington, DC. Selection criteria included:

- Designated Member or enrolled in the Candidate for Designation program
- Work experience
- Professional quality of work, demonstrating an outstanding ability in appraising or related profession
- Personal attributes, to be described in letter of recommendation
- Balance and diversification of the Council

**Leadership Carteret**

1/2016 – 3/2016

I was a member of Leadership Carteret. This professional development program provides a comprehensive orientation regarding the places, people and issues that define Carteret County.

**North Carolina Appraisal Institute Coastal Carolina Chapter  
Advisory Board Member**

1/2016 – Present

**Rotary Club of Morehead City – Noon  
Member  
Board of Directors**

5/2014 – Present

5/2016 - Present

**United Way of Coastal Carolina – Carteret County  
Advisory Board Member**

3/2016 – 3/2017

**The Salvation Army  
Bell Ringer**

2012 - 2016

**AWARDS AND DESIGNATIONS****Designation of MAI (Appraisal Institute)**

10/2015

The MAI designation has long been recognized by courts of law, government agencies, financial institutions and investors as a mark of excellence in the field of real estate valuation and analysis

**Designation – AI-GRS (Appraisal Institute)**

10/2016

The AI-GRS membership designation is held by professionals who can provide reviews of appraisals of a wide range of property types, including commercial, industrial, agricultural, residential, vacant land and others.

**Designation – ASA (Accredited Senior Appraiser) (American Society of Appraisers)**

4/2017

**Eagle Scout**

9/1997

The designation of Eagle Scout is the highest achievement attainable within the Boy Scouts of America organization with the necessary requirements taking years to fulfill.



## **PROFESSIONAL AFFILIATIONS**

Designated Member of the Appraisal Institute (MAI, AI-GRS)

International Association of Assessing Officers

Designated Member of the American Society of Appraisers (ASA)

International Right of Way Association



**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:** Valerie Steele, Airport & Transit Director  
**DATE:** 9/15/2021  
**SUBJECT:** Transit Grant FY22 Rural Operating Assistance Program (ROAP)

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On September 14, 2021 the North Carolina Public Transportation Division released the application for the Rural Operating Assistance Program (ROAP) for fiscal year 2022. The BOC is the only official applicant for these funds. The application deadline is October 1, 2021.

Total Requesting: \$252,187  
County Match Requested: \$10,825

Note: If the full grant amount is awarded a budget amendment for the local match will be needed as the application was not released until after FY22 budget completion.

Approve the County Manager and Finance Director to sign and execute the ROAP Grant Application and to sign the Certified Statement.

**ATTACHMENTS:**

| <b>Description</b>             | <b>Upload Date</b> | <b>Type</b> |
|--------------------------------|--------------------|-------------|
| FY22 BOC ROAP Application Memo | 9/15/2021          | Exhibit     |
| FY22 ROAP Application          | 9/15/2021          | Exhibit     |
| FY22 ROAP Certified Statement  | 9/15/2021          | Exhibit     |





# **ROWAN TRANSIT SYSTEM**

2726 Old Concord Road, Salisbury North Carolina 28146

## **MEMORANDUM**

**To:** Rowan County Board of Commissioners  
**CC:** Aaron Church, County Manager  
**From:** Valerie Steele, Airport & Transit Director  
**Date:** September 15, 2021  
**Re:** FY22 ROAP Grant

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The NC Department of Transportation released the application for the FY22 Rural Operating Assistance Program (ROAP) on September 14, 2021, which is funded by the NC General Assembly. This program consolidates three different state transportation programs into a single application making Rowan County eligible to apply for **\$252,187** in transit operating funds. The Board of Commissioners is the only eligible applicant with the decision-making authority on how ROAP funding will be used in Rowan County. The deadline to apply for the grant is October 1, 2021.

The RTS Advisory Committee is making the following recommendations:

- 1. To apply for \$117,907 in Elderly & Disabled Transportation Program (EDTAP).** No local match.  
*The purpose of EDTAP funding is to provide additional transportation for Elderly & Disabled.  
The funds cannot replace existing funding for transportation.  
The RTS Advisory Committee recommends the following sub-allocations:*

**Rowan Transit- \$88,431   Trinity Living Center- \$17,686   Therapeutic Recreation- \$11,790**

- 2. To apply for \$97,424 [90%] in Rural General Public (RGP):** \$10,825 [10% match];  
Total \$108,249  
*These funds must be used to provide general public transportation for rural county residents who travel to any public destination. RGP is used for our RITA service. Passengers are picked up at their home for life sustaining trips to doctors, pharmacies, grocery shopping, public agency appointments, and dialysis. Public passengers under 60 years of age pay a \$2.00 fare that helps pay the program match. The balance of matching funds from the county is in the approved RTS Operating Budget.*
- 3. To apply for \$36,856 in Employment Transportation.** 100% grant funding  
*These funds are used for the general public to travel to work and/or other employment related destinations. Under new program guidelines only trip-based services are considered an eligible expense.*

**Board  
Action**

☐ **Authorize the County Manager to execute the NCDOT Grant Certification Statement and MOA assuring that Rowan County will use the ROAP funding in a manner consistent with the State Management Plan.**



# Application for Transportation Operating Assistance

## *FY2022 Rural Operating Assistance Program (ROAP) Funds*

|                                           |                                  |
|-------------------------------------------|----------------------------------|
| <b>Name of Applicant (County)</b>         | <b>Rowan County</b>              |
| <b>County Manager</b>                     | <b>Aaron Church</b>              |
| County Manager's Email Address            | aaron.church@rowancountync.gov   |
| <b>County Finance Officer</b>             | <b>James Howden</b>              |
| CFO's Email Address                       | james.howden@rowancountync.gov   |
| CFO's Phone Number                        | 704-216-8178                     |
| <b>Person Completing this Application</b> | <b>Valerie Steele</b>            |
| Person's Job Title                        | Airport and Transit Director     |
| Person's Email Address                    | valerie.steele@rowancountync.gov |
| Person's Phone Number                     | 704-239-1434                     |
| <b>Community Transportation System</b>    | <b>Rowan Transit System</b>      |
| Name of Transit Contact Person            | Kristy Livengood                 |
| Transit Contact Person's Email Address    | kristy.cowden@rowancountync.gov  |

Application Completed by: \_\_\_\_\_

  
Signature

Date: 9/15/2021

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: \_\_\_\_\_

  
Signature

Date: 9/15/2021

County Manager: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

County Finance Officer: \_\_\_\_\_

Signature

Date: \_\_\_\_\_



## Application Instructions

County officials should read the **ROAP Program Administration Guide** which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

### FY2022 ROAP Program Schedule

|                             |                        |
|-----------------------------|------------------------|
| <b>Application Deadline</b> | <b>October 1, 2021</b> |
|-----------------------------|------------------------|

|                                       |                         |
|---------------------------------------|-------------------------|
| <b>Anticipated Funds Disbursement</b> | <b>October 30, 2021</b> |
|---------------------------------------|-------------------------|

**\*Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.**

**\*Monthly reports due on 30<sup>th</sup> of month following reporting period.**

### County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.



| Transportation Needs and Public Involvement in Funding Decisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes | No  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?                                                                                                                                                                                                                                                                                                                                                  | X   |     |
| B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?                                                                                                                                                                                                                                                                                                                                                     | X   |     |
| C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?                                                                                                                                                                                                                                                                                                                                                                                                                                                   | X   |     |
| Financial Management of ROAP Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes | No  |
| D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?                                                                                                                                                                                                                                                                                                                                                                                                            |     | X   |
| E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>                                                                                                                                                                                                                                                                                                                                            |     | N/A |
| F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>                                                                                                                                                                                                                                                                 |     | X   |
| G. Are ROAP funds deposited in an interest-bearing account?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | X   |     |
| H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?                                                                                                                                                                                                                                                                                                                                                                                            | X   |     |
| Monitoring and Oversight Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes | No  |
| I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.<br><br>What form of documentation is collected? <b>Reports and statistical data are compiled monthly.</b> | X   |     |
| J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?                                                                                                                                                                                                                                                                                                                                                       | X   |     |
| K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> <b>NO</b><br>5310 – Elderly Individuals and Individuals with Disabilities Program <b>NO</b><br>5311 - Non-urbanized Area Formula Program <b>NO</b><br>5316 – Job Access and Reverse Commute Program (JARC) <b>NO</b><br>5317 – New Freedom Program <b>NO</b>                                                                                   |     |     |
| L. Will any of the subrecipients charge a fare for a ROAP funded trip? <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |     |
| M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? RTS has an intake process where age and disability status are verified and entered into scheduling software called Route Match. If EDTAP funds are to be utilized, the form requires a doctor to certify.                                                                                                                                                                  |     |     |
| N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?                                                                                                                                                                                                                                                                                                                                      |     | X   |



**CERTIFIED STATEMENT**  
**FY2022**  
**RURAL OPERATING ASSISTANCE PROGRAM**  
**County of Rowan**

**WHEREAS**, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

**WHEREAS**, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

**WHEREAS**, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

**WHEREAS**, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

**WHEREAS**, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

**WHEREAS**, the period of performance for these funds will be July 1, 2021 to June 30, 2022 regardless of the date on which ROAP funds are disbursed to the county.

**NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Rowan, North Carolina certify that the following statements are true and accurate:**

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.



- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2022 Rural Operating Assistance Program funds:

| State-Funded Rural Operating Assistance Program                | Allocated        | Requested        |
|----------------------------------------------------------------|------------------|------------------|
| Elderly and Disabled Transportation Assistance Program (EDTAP) | \$117,907        | \$117,907        |
| Employment Transportation Assistance Program (EMPL)            | \$36,856         | \$36,856         |
| Rural General Public Program (RGP)                             | \$97,424         | \$97,424         |
| <b>TOTAL</b>                                                   | <b>\$252,187</b> | <b>\$252,187</b> |

WITNESS my hand and county seal, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of County Manager/Administrator

Aaron Church, County Manager

\_\_\_\_\_  
Printed Name of County Manager/Administrator

\_\_\_\_\_  
Signature of County Finance Officer

James Howden, Director of Finance

\_\_\_\_\_  
Printed Name of County Finance Officer

State of North Carolina County of

*County Seal Here*



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Vice President, Rowan EDC  
**DATE:** September 10, 2021  
**SUBJECT:** Public Hearing & Summary Presentation - EDC 'NorthPoint Incentive Agreement'

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The Rowan EDC will present a request from NorthPoint Development for an incentive agreement regarding their proposed development of the site at 410 Webb Road.

The development of the property will include an approximately 630,000 square foot facility that NorthPoint plans to lease for industrial / distribution uses,

**ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b> |
|---------------------------|--------------------|-------------|
| Memorandum                | 9/10/2021          | Cover Memo  |
| Draft Incentive Agreement | 9/10/2021          | Cover Memo  |



# Memorandum

Date: September 10, 2021

To: Rowan County Board of Commissioners  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Summary of proposed incentive agreement with NorthPoint Development*

Dear Chairman Edds and Commissioners,

Thank you for hearing this request from NorthPoint Development. As you will recall, the company recently acquired approximately 41 acres located at 410 Webb Road. NorthPoint plans to build a 630,000 square foot facility on the site and lease it for distribution and/or manufacturing purposes.

As part of its strategy to aggressively pursue tenants, NorthPoint would like to utilize potential incentives from Rowan County to lower lease rates to make the new building a more competitive option for prospective companies who are seeking to locate in the region.

These incentives would work in the same manner as the County's adopted 'Investment Grant Program' policy. The company would receive a grant based on a percentage of new taxes paid. However, NorthPoint is proposing that the grant terms run for longer periods of time and at different percentages than the current policy. There would also be minimum job creation and average wage requirements in order to qualify for the grant. Below is a summary of the current County policy, NorthPoint's proposal, a side-by-side comparison, as well as a comparison of the two using hypothetical investment scenarios.



## **Current County Incentive Policy**

The County's Investment Grant Program policy, which was most recently amended in 2009, established three grant levels based on minimum capital investment amounts by a company. The grant is paid over five annual installments and the amount is based on a percentage of the new taxes paid to the County by the company.

| <b><i>Grant Category</i></b> | <b><i>Minimum Investment Required</i></b> | <b><i>Grant Percentage</i></b> |
|------------------------------|-------------------------------------------|--------------------------------|
| Level 1 Grant                | \$5 million                               | 75%                            |
| Level 2 Grant                | \$50 million                              | 80%                            |
| Level 3 Grant                | \$100 million                             | 85%                            |



The current policy does not specify a minimum job creation amount for each grant level. Job creation requirements are typically considered on a case-by-case basis and included in the final incentive agreement between the County and the company. The current policy also does not list any average wage requirements for new jobs.

### **NorthPoint Proposal**

NorthPoint would like the Board to consider an agreement for the property at 410 Webb Road that would alter the minimum investment levels and create large minimum job creation requirements for all grant levels. The length of the grant term is also extended for Level 2 (seven total years) and Level 3 grants (nine total years).

| <i><b>Grant Category</b></i> | <i><b>Minimum Investment Required</b></i> | <i><b>Grant Percentage (1<sup>st</sup> 5 years)</b></i> | <i><b>Grant Percentage (Years 6-7)</b></i> | <i><b>Grant Percentage (Years 8-9)</b></i> |
|------------------------------|-------------------------------------------|---------------------------------------------------------|--------------------------------------------|--------------------------------------------|
| Level 1 Grant                | \$20 million                              | 75%                                                     | N/A                                        | N/A                                        |
| Level 2 Grant                | \$40 million                              | 80%                                                     | 50%                                        | N/A                                        |
| Level 3 Grant                | \$60 million                              | 80%                                                     | 40%                                        | 25%                                        |

The grant percentage for the first five years of a Level 3 grant also drops from the current policy's 85% to 80% under NorthPoint's proposal.

NorthPoint also proposes the following minimum job creation requirements to qualify for a grant:

| <i><b>Grant Category</b></i> | <i><b>Minimum New FT Jobs</b></i> |
|------------------------------|-----------------------------------|
| Level 1 Grant                | 250                               |
| Level 2 Grant                | 500                               |
| Level 3 Grant                | 1,000                             |

Under the terms proposed by NorthPoint, all job creation goals must be met within two years of the final execution of the agreement.

NorthPoint is also proposing that the **average wage** for these jobs be at least **\$16 per hour**, excluding bonuses or benefits, throughout the term of this agreement. Failure to meet this requirement would give the Board the option to either reduce the incentive amount or terminate the agreement.

### **Side By Side Comparison**

| <b>LEVEL 1 GRANT</b> | <b>Minimum Investment</b> | <b>Grant Percentage (1<sup>st</sup> 5 years)</b> | <b>Grant Percentage (Years 6-7)</b> | <b>Grant Percentage (Years 8-9)</b> | <b>Minimum Jobs</b> |
|----------------------|---------------------------|--------------------------------------------------|-------------------------------------|-------------------------------------|---------------------|
| <b>County Policy</b> | \$5 million               | 75%                                              | N/A                                 | N/A                                 | N/A                 |
| <b>NorthPoint</b>    | \$20 million              | 75%                                              | N/A                                 | N/A                                 | 250                 |

| <b>LEVEL 2 GRANT</b> | <b>Minimum Investment</b> | <b>Grant Percentage (1<sup>st</sup> 5 years)</b> | <b>Grant Percentage (Years 6-7)</b> | <b>Grant Percentage (Years 8-9)</b> | <b>Minimum Jobs</b> |
|----------------------|---------------------------|--------------------------------------------------|-------------------------------------|-------------------------------------|---------------------|
| <b>County Policy</b> | \$50 million              | 80%                                              | N/A                                 | N/A                                 | N/A                 |
| <b>NorthPoint</b>    | \$40 million              | 80%                                              | 50%                                 | N/A                                 | 500                 |



| LEVEL 3 GRANT | Minimum Investment | Grant Percentage (1 <sup>st</sup> 5 years) | Grant Percentage (Years 6-7) | Grant Percentage (Years 8-9) | Minimum Jobs |
|---------------|--------------------|--------------------------------------------|------------------------------|------------------------------|--------------|
| County Policy | \$100 million      | 85%                                        | N/A                          | N/A                          | N/A          |
| NorthPoint    | \$60 million       | 80%                                        | 40%                          | 25%                          | 1,000        |

### Hypothetical Investment Scenarios

In order to illustrate the revenue impact of NorthPoint's proposal, we have run projections for hypothetical investment amounts for the Level 2 and Level 3 grants. A projection for a Level 1 grant was not ran since NorthPoint did not propose any changes to its grant percentage or length.

#### Level 2 Grant Scenario (\$55 million investment)

| LEVEL 2 GRANT | Total Incentive Value (Years 1-5) | Total Incentive Value (Years 6-7) | Total Incentive Value | Difference from current policy | Percentage Increase from current policy |
|---------------|-----------------------------------|-----------------------------------|-----------------------|--------------------------------|-----------------------------------------|
| County Policy | \$1,446,500                       | N/A                               | \$1,446,500           | N/A                            | N/A                                     |
| NorthPoint    | \$1,446,500                       | \$361,625                         | \$1,808,125           | \$361,625                      | 25%                                     |

#### Level 3 Grant Scenario (\$110 million investment)

| LEVEL 3 GRANT | Total Incentive Value (Years 1-5) | Total Incentive Value (Years 6-7) | Total Incentive Value (Years 8-9) | Total Incentive Value | Difference from current policy | Percentage Increase from current policy |
|---------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------|--------------------------------|-----------------------------------------|
| County Policy | \$3,073,813                       | N/A                               | N/A                               | \$3,073,813           | N/A                            | N/A                                     |
| NorthPoint    | \$2,893,000                       | \$578,600                         | \$361,625                         | \$3,833,225           | \$759,413                      | 24.7%                                   |

Under NorthPoint's proposal, both the Level 2 and Level 3 Grants would result in an approximately **25% increase in incentives** to the company when compared to the current County policy.

### Additional Notes

It is important to note that NorthPoint will be leasing this building to a tenant who will be the job creator on the property. Certifications from the tenant will be necessary to document that the minimum job creation requirements are being met. As a result, the proposed incentive agreement will need to be amended by the Board and NorthPoint to include the tenant when one is found. There is language in the incentive agreement that states this intent.

The agreement also states that this agreement cannot be triggered until a specified number of jobs are created at the property.



**Closing**

Thank you for considering this request. We have the opportunity to continue to partner with a company that helped to bring us one of our community's largest employers. If approved, news of this project will resonate positively with other developers and companies that are considering Rowan County and will increase our reputation as a business-friendly community.

On behalf of the staff of the Rowan EDC, we look forward to providing you any additional information or meeting with you personally to discuss these findings in detail. Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President





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 20<sup>th</sup> day of September, 2021, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and NorthPoint Development L.L.C., a Missouri Limited Liability Company (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company proposes to construct and equip on the hereinafter defined property located in Rowan County, a class-a building suitable for warehouse, distribution, and industrial uses consisting of approximately 630,000 square feet (the "Project"), at a capital investment of not less than Twenty Million Dollars (\$20,000,000) in land, building and equipment on the property located at 410 Webb Road, Salisbury, North Carolina, also identified as Rowan County Tax Parcel 409 022 (the "Property"); and

WHEREAS the Project which would increase taxable property in the County and result in the creation of 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, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, in order to induce the Company to improve or expand 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, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, both the County and the Company understand and agree that the ultimate intent is to amend this Agreement to add a third party tenant (the "Tenant") with a qualified lease, who will create a specified number of Full Time Equivalents ("FTEs") at the Property;

WHEREAS, both the County and Company understand and agree that the only triggering event for this Agreement shall be the creation of a specified number of FTEs at the Property by the Tenant;

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 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 the following financial assistance to the Company, as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

- 1) The assistance 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 all real property improvements and personal property newly installed and used at the Property.
- 2) Grants shall be based on the following minimum capital investment levels by the Company and calculated based on the following percentage levels:
  - i) The minimum capital investment for a Level One Grant shall be Twenty Million Dollars (\$20,000,000) and the grant percentage shall be 75% (0.75). The grant term shall be for five (5) years.
  - ii) The minimum capital investment for a Level Two Grant shall be Forty Million Dollars (\$40,000,000) and the grant percentage shall be 80% (.80) for five (5) years and then 50% (0.50) for two (2) years.
  - iii) The minimum capital investment for a Level Three Grant shall be Sixty Million Dollars (\$60,000,000) and the grant percentage shall be 80% (0.80) for five years, then 40% (0.40) percent for two (2) years, and then 25% (0.25) for two (2) years

The minimum capital investment amount agreed upon by all parties shall be completed within two (2) years of the execution of this agreement by the County, Company and Tenant.

- 3) 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, 20\_\_\_\_, 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, 20\_\_\_\_. 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. Multiply the property taxes applicable to the New Property Value for each applicable Property by the appropriate grant percentage identified in Article I (2).
- 4) 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 30<sup>th</sup> 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 (5), and receipt of the Company’s full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to the appropriate grant percentage level identified in Article I (2) of the County property taxes (excluding municipal and fire district taxes) paid by the Company on the New Property Value of the Property according to Article I (3), at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) 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 location of its Project and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 20\_\_\_\_.
- 2) The Company shall receive the Grant for a specified number of separate tax years (“Grant Term”) as identified in Article I (2), which shall begin with property assessed as of January 1, 20\_\_\_\_, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 20\_\_\_\_. If the Facility is not complete by January 1, 20\_\_\_\_, the Grant shall be based on the percentage complete and assessed for that year.



- 3) Unless an event triggering the Force Majeure provision set forth in Article VIII herein shall occur, the initial year shall commence on property assessed as of January 1, 20\_\_.
- 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 Tenant shall create the following minimum number of FTEs with this Project at the Property for the Company to be eligible for the Grant:
  - i) For a Level One Grant, the Tenant must create 250 FTEs
  - ii) For a Level Two Grant, the Tenant must create 500 FTEs
  - iii) For a Level Three Grant, the Tenant must create 1,000 FTEs

A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.

- 2) The minimum number of FTEs required in Article III (1) must be created within five (5 years) of the date this agreement being entered into by the Tenant, County and Company.
- 3) The average hourly wage over all FTEs employed at the Project shall be at least \$16 per hour, excluding bonuses or benefits, throughout the term of this Agreement. Failure by the Tenant to meet this average wage requirement may, at the discretion of the County, result in a grant reduction to the Company or termination of this Agreement. All parties understand and agree that this average wage requirement may need to be amended during the term of this Agreement to better represent the prevailing Living Wage at that time.
- 4) In each Fiscal Year (FY) that disbursement of grant funds are requested, the Tenant shall certify that the following employment goals have been met, prior to the Company receiving payment:

County Fiscal Year (FY)  
TBD

Number of New FTE (in aggregate)  
TBD

- 5) The Tenant shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, \_\_\_\_, and on June 30<sup>th</sup> following each of the remaining years of the Grant Term. Such certification shall include a copy of the Tenant's "Employers Quarterly Tax and Wage Report" (Form NCU1 101 filed with the NC Employment Security Commission) 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 NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Tenant shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.



- 6) Should the Tenant fail to certify its annual employment numbers by June 30<sup>th</sup>, the County may allow the Tenant an extended cure period to file and certify this particular report annually.
- 7) If the Tenant does not meet the employment goals, the County will reduce the annual Grant payment to the Company on a pro-rata basis until such time as the Tenant 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 Tenant 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 Tenant 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 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, in cooperation with Tenant, 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):

Office of the County Attorney  
130 West Innes Street  
Salisbury, NC 28144  
Phone: (704) 219-8198

To Company:                      Name and Contact Information

To Company Regarding Payment of Grant, also include:  
Contact for the Grants

With Copy (which does not constitute notice to):  
If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. 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.

[Signature page follows]

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, 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.

NORTHPOINT DEVELOPMENT, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST:

\_\_\_\_\_ (Seal)

Name \_\_\_\_\_

ROWAN COUNTY, NORTH CAROLINA

\_\_\_\_\_  
Gregory C. Edds

Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Carolyn Barger

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.

\_\_\_\_\_  
James M. Howden

Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
John Dees II

County Attorney



## ATTACHMENT I

### **METES AND BOUNDS OF THE PROPERTY** *(as described in Deed Book # 1275, Page # 150)*

#### Tract One

**BEGINNING** at a stake on the railroad, Maynard's corner; thence with Maynard's line, South 84 deg. 30 min. East 2093 feet to a stake, Maynard's corner and Winecoff's line; thence with Winecoff's line, North 2 deg. East 500 feet to a stone, Winecoff's corner and Rozzelle's line; thence with Rozzelle's line, North 88 deg. West 1905 feet to a stake on Railroad, Rozzelle's corner; thence with railroad, South 27 deg. West 400 feet to the **BEGINNING**, containing 20-1/2 acres, more or less, and being Lot No. 2 in the subdivision of the Marsh-Murdock land.

**BEGINNING** at a stone on the edge of the Southern right of way, South 63 deg. 30 min. East 837 feet to a stone; thence South 87 deg. 15 min. East 1424 feet to a stone; thence North 2 deg. East 492 feet to a stone; thence North 84 deg. 30 min. West 2093 feet to a stone on the edge of the Southern Railway right of way, Rozzelle's corner; thence with said railway, South 27 deg. West 305 feet to the **BEGINNING**, containing 23-7/10 acres, more or less. This conveyance is made subject to the right of way of the Southern or North Carolina Railroad Company.

#### Tract Two

Lying six miles South of Salisbury, N.C., on the North of the Maynard Road, **BEGINNING** at a stone, Fluck's corner and runs thence North 85-1/2 deg. West 17 chains to an iron stake in the center of the road, a new corner; thence with the center of the road, South 80 deg. East 17.12 chains to an iron stake in the center of the road, a new corner on Fluck's line; thence with the old line, North 4 deg. East 1.65 chains to the **BEGINNING**, containing 1.40 acres, more or less.

#### Tract Three

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** September 10, 2021  
**SUBJECT:** Quasi-judicial hearing for SUP 03-21: Kevin Settineri

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Property owner Kevin Settineri is requesting a special use permit to accommodate a 2,180 sq.ft. expansion of an existing dog boarding operation at 2230 Old Union Church Rd. Salisbury further referenced as Parcel ID 054B-022.

1. After chairman statement, sworn oath to those testifying
2. Receive staff report
3. Petitioner statements, if any
4. Statements by others sworn in
5. Close hearing
6. Considering 3 findings of fact with separate motions on each
7. Motion to approve or deny SUP 03-21.

**ATTACHMENTS:**

| <b>Description</b>                   | <b>Upload Date</b> | <b>Type</b> |
|--------------------------------------|--------------------|-------------|
| Chairman's Speech                    | 9/10/2021          | Exhibit     |
| Staff Report                         | 9/10/2021          | Exhibit     |
| Site Plan                            | 9/10/2021          | Exhibit     |
| Additional Site Plan Info            | 9/10/2021          | Exhibit     |
| GIS Map                              | 9/10/2021          | Exhibit     |
| NC Dept of Ag License and Inspection | 9/10/2021          | Exhibit     |
| Evaluation Criteria                  | 9/10/2021          | Exhibit     |
| Application                          | 9/10/2021          | Exhibit     |
| Procedural Checklist                 | 9/10/2021          | Exhibit     |



## **SUP 03-21: CHAIRMAN'S SPEECH**

The hearing for consideration of SUP 03-21 is now in session and will focus on an application submitted by Kevin Settineri for an expansion of an existing dog boarding kennel operation located at 2230 Old Union Church Road.

If you feel that any member of the 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.

**Shane Stewart** will present the case for the County.



## SUP 03-21: Kevin Settineri

**REQUEST:** Expand existing boarding kennel and dog day care operations

**Parcel ID:** 054B-022

**Location:** 2230 Old Union Church Rd. Salisbury

**Acreage:** Apx. 31.5 AC plus 10.8 AC on adjacent Parcel ID 055-008

**Zoning:** RA

**Floodplain:** Part in AE Flood Zone per Panel # 5780 (see site plan)

**Watershed:** N/A

**Owner / Applicant:** Kevin Settineri

**Existing Use:** Boarding Kennel / Dog Day Care, Residence, and several associated residential accessory structures.

**BACKGROUND** In 2007, Planning Staff issued a zoning permit to property owner Kevin Settineri for a 4,500 sf structure at 2230 Old Union Church Rd. 3,000 sf of which would be used for dog breeding, while the remaining 1,500 sf would serve as a residence. Nine (9) years later, Mr. Settineri contacted staff to discuss potential expansion plans for a new residence and the Loving Pup Resort, which he described as consisting of a boarding kennel and dog day care operation. It is unclear when these features were added to the permitted breeding operation.

At that time, kennel operations were permitted as a rural home occupation subject to an administrative review by Planning Staff and could have been easily permitted if requested in 2016. Amendments to the Zoning Ordinance in 2019 transition approval of new and expanded kennel operations from staff to the Board of Commissioners through a special use permit.

Planning Staff was made aware of two (2) structures under construction without zoning permits in late July of this year and contacted Mr. Settineri to discuss his plans. He indicated the poured slab measuring 2,400 sf, noted as new storage building #3 on the enclosed site plan, would be for personal storage not associated with the kennel, while the second structure totaling 780 sf would be used as an indoor "puppy playground". Staff placed a stop work order at the facility and informed Mr. Settineri any expansion associated with the kennel operation was subject to obtaining a zoning permit, and in this case, preceded by a special use permit, along with applicable Building Code approvals. The plans also include a

future 1,600 sf office and boarding expansion structure along with a future residence, the latter of which is not part of the permit request since it is permitted by right.

**SUP REQUEST DETAILS** Mr. Settineri is requesting a special use permit for the 780 sf building currently framed and a future 1,400 sf office / boarding facility. Implied



with these structures is a request to recognize the existing boarding taking place in the kennel, which did not receive official zoning approval. The expansion is subject to the below three (3) specific criteria along with the six (6) general special use criteria.

**SPECIAL USE  
REQUIREMENTS:  
SEC. 21-60 (1)(A)**

- Site Plan: Site plan showing the lot, existing / proposed buildings, outdoor runs, fencing, and all areas accessible to animals. **The main kennel is located on the first floor (3,000 sf) of the large central structure within the operational area, which also contains a second story (1,500 sf) residence.**

**According to the applicant, the three (3) fenced outdoor kennel runs with shelter structures located south of the residence are used exclusively for the Settineri's person animals. Material provided by the applicant indicates the dogs are kept in designated areas indoor and on leashes when walked.**

- Siting: All structures used to shelter animals and outdoor runs shall be 100' from all property lines. Outdoor runs shall be enclosed by a security fence 6 feet in height. **Both existing and proposed structures used for the kennel / day care operation would be 300 feet from adjacent property lines.**

- Screening: All structures used to shelter animals and outdoor run areas shall be screened from adjacent residentially zoned parcels. **All adjacent tracts are residentially zoned but, to date, none are improved. Both the subject and the owner's adjacent parcel 055-008 provide a heavy screen to all adjacent parcels. There may exist a small viewshed across the pond to the adjacent parcel 055-009 to the east.**

**EVALUATION CRITERIA:  
SEC. 21-59**

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists. **The property has 309 feet of frontage on Wildwood Rd. (SR 2204) and 681 feet along Old Union Church Rd. (SR 1915), the latter of which is classified as minor thoroughfare. On July 30, 2021, Planning Staff received confirmation from NCDOT the existing driveway connection would not require a commercial driveway permit for the kennel operation. Site distance to westbound traffic is limited by a curve containing an advisory 30 mph speed limit. It appears the driveway would have approximately 300 feet of site distance complying with the 10 foot per 1 mph general DOT standard if using the advisory speed limit vs. the regulated 45 mph speed limit for Old Union Church Rd. The driveway is located just under 1 road mile to the Old Union Church Rd. interchange with I-85.**

2. The use will not significantly detract from the character of the surrounding area. Surrounding parcels are predominantly very large and wooded with minimal residential uses.
3. Hazardous safety conditions will not result. Special Use Permit approval would be conditioned upon obtaining necessary approvals from the Building Inspections Office. Mr. Settineri has been in contact with the Building Inspections Office for preliminary discussions on what will be required by their office should the board approve this request. Absent two (2) minor notations, a North Carolina Department of Agriculture facility compliance inspection was performed on 12/2/20 noting “Enclosures are in compliance. Facility is approved for license renewal” (see enclosed). According to the applicant, the 8/24/20 inspection citation noting the rust and sharp edge at enclosures was repaired prior to the 12/2/20 referenced in the attached report. In speaking with Rowan County Animal Services, no outstanding violations have been noted for the site.
4. The use will not generate significant noise, odor, glare, or dust. As one would expect, noise is evident in close proximity to the facility but not discernable at the road. Since operations are indoors, noise should not be an issue except when animals are walked during the day. Being the operations are indoors, odor should equally not pose issues at adjacent property lines. The driveway appears to consist primarily of finely crushed asphalt leading to the operational areas near the facilities, which are asphalt and concrete. Glare is not an issue.
5. Excessive traffic or parking problems will not result. According to the applicant, the facility averages approximately 8 customer trips per day. While there are no striped parking spaces on site, adequate concrete / asphalt paved areas are provided with suitable turn around areas.
6. Use will not create significant visual impacts for adjoining properties or passersby. The property is heavily wooded and surrounded by large tracts of land with the kennel located nearly 700’ from Old Union Church Rd. There are three (3) residences located within a ¼ mile of the kennel:
  - 6020 Wildwood Rd. – 790’ NW.
  - 2285 Old Union Church Rd. – 990’ N.
  - 2530 Old Union Church Rd. – 1,180’ E.



**PUBLIC NOTICE**

September 9, 2021 – Mailed notice to nine (9) adjoining land owners (within 100 feet of the subject property).

September 9, 2021 – Sign posted on property.

**FINDINGS OF FACT**

The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:



1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.
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.
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

**See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.**

**STAFF COMMENTS**

Kennel operations comply with the specific standards required for the use and are centrally located within the owner's 42 acres. The separation distance from adjacent properties, structures, and existing wooded area coupled with the indoor operation minimize noise impacts. Any approval should be conditioned upon compliance with applicable Building Inspection standards.

# SITE PLAN

2230 Old Union Church Road

Salisbury, NC 28146

Parcel ID: 054B022 Lot 1

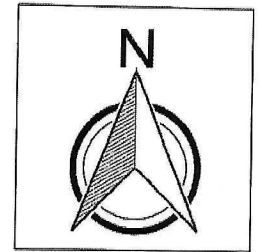
Lot area: 31.48 Acres

Parcel ID: 055008 Lot 2

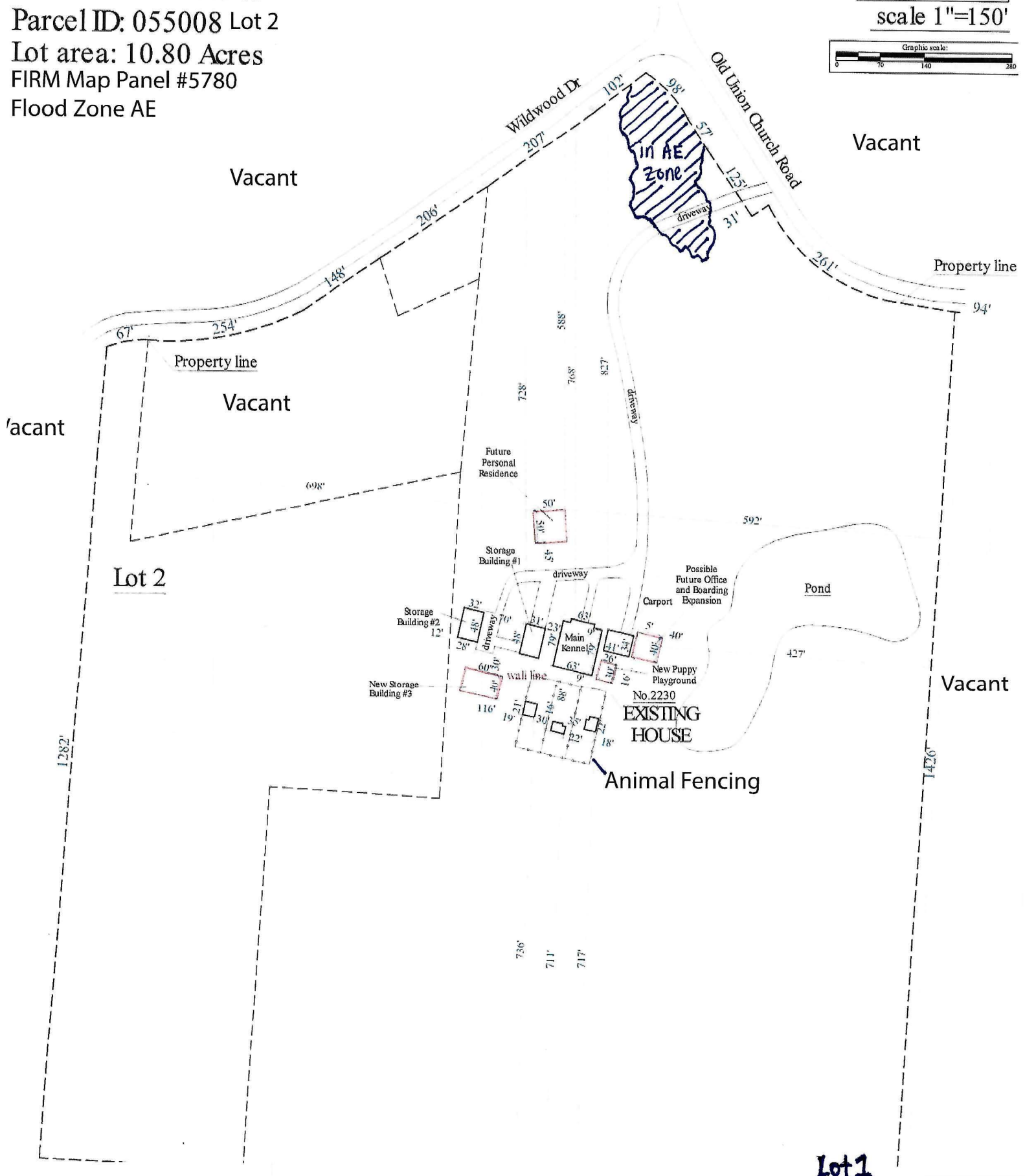
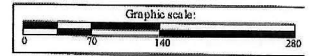
Lot area: 10.80 Acres

FIRM Map Panel #5780

Flood Zone AE



scale 1"=150'



Lot 1



## **Site Plan Checklist**

### **(1) Zone lot with dimensions and development setbacks**

Please see attached site plan.

### **(2) Tax parcel number**

054B022 - Includes all buildings included for both Dog Daycare and Kennel Operations and Personal Use

055008 - Purchased July 2021

### **(3) Property Address**

2230 Old Union Church Rd Salisbury, NC 28146

### **(4) Adjoining deeded properties and their uses**

055 008 wooded land purchased for possible future personal use and added privacy

### **(5) Existing Structures**

- (1) Main Kennel/Personal Residence
- (2) Storage #1 - contains car lift, tractors and workshop
- (3) Storage #2 - contains boats, dump truck, lawn mowers and personal storage
- (4) NEW Proposed Storage #3 - footings for car garage and personal storage
- (5) NEW Puppy Playroom - open playroom for socializing and training dogs
- (6 - 9) Outdoor dog houses used for our personal dogs in inclement weather
- (7) Car Port
- (8) Possible Future Office and Boarding Expansion
- (9) Future Personal Residence

**(6) Proposed structure with size**

Puppy playroom 26' x 30'

Possible Future Office and Boarding Expansion 40' x 40'

Future Personal Residence 50' x 50'

**(7) Proposed Use**

Puppy play area for training and socialization

**(8) Number of Employees**

1-2

**(9) Hours of Operation**

Typical operating hours for pick-up and drop-off are:

Monday - Friday

7:00am to 10:00am

2:00pm to 6:00pm

Saturday

7:00am to 12:00pm

Sunday

7:00am to 9:00am

5:00pm to 6:00pm

**(10) Off-street parking, loading and unloading, access to existing streets**

The driveway is on Old Union Church Road; there is ample parking in front of the Main Kennel/Residence which does not need a permit per Eric Goldston at the NCDOT on 7/30/2021.

**(11) Easements and rights-of-way**

Not applicable - land is personally owned

**(12) All pertinent development requirements of this chapter**

Please see attached site plan map and the document, "Zoning Sec. 21-59 1-6."



**(13) Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to traffic impact analysis, environmental impact statements**

Please see the attached document "Zoning Sec. 21-59 1-6."

**(14) Floodplains**

Included in attached site map.

**(15) Name, location and dimension of any proposed streets, drainage facilities, parking areas, required yards, required turnarounds if applicable**

Not applicable

**(16) Screening and buffering, if applicable**

Not applicable

**(17) Zoning district**

RA - Rural Agriculture

**(18) Proposed phasing, if applicable**

Not applicable



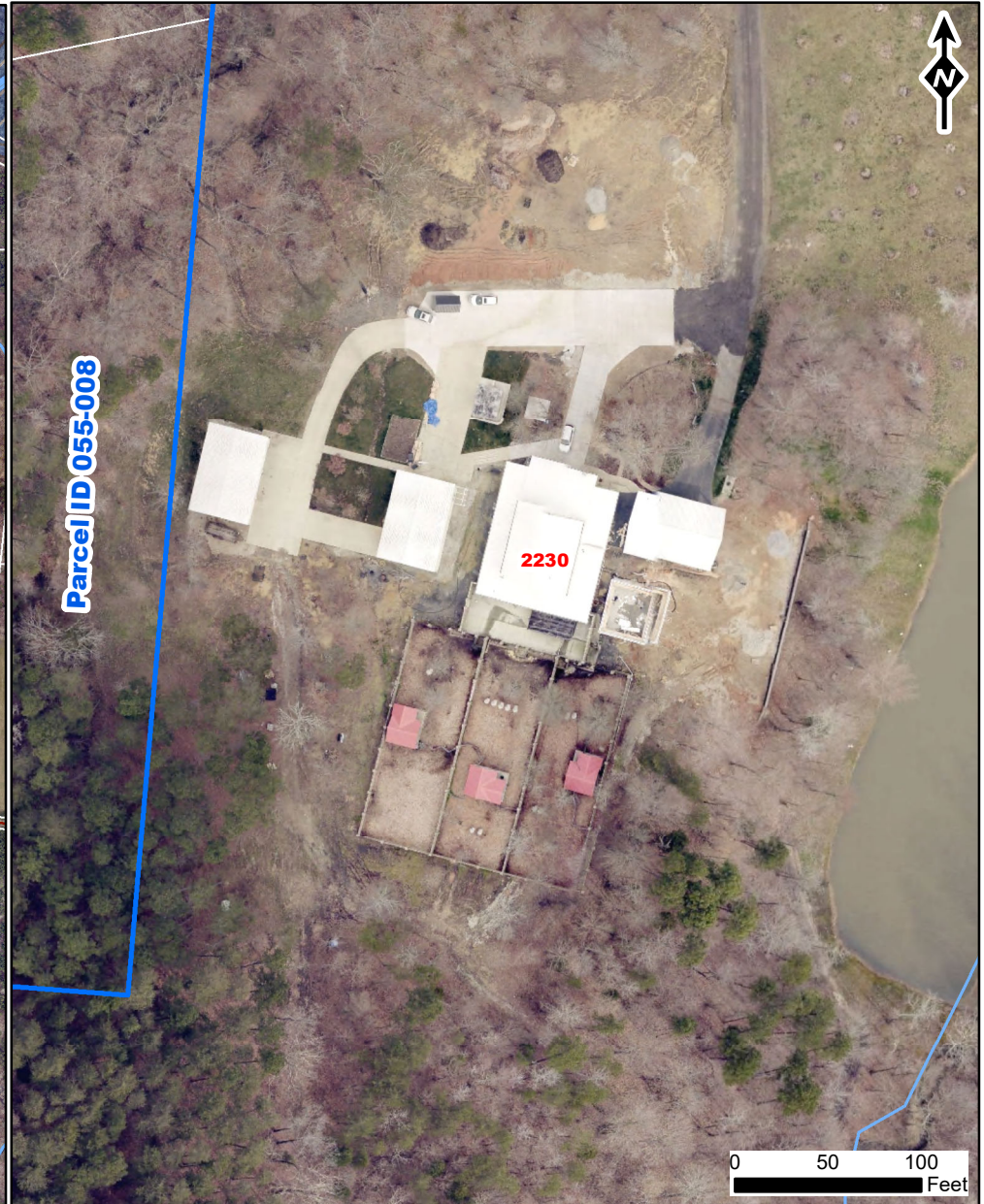
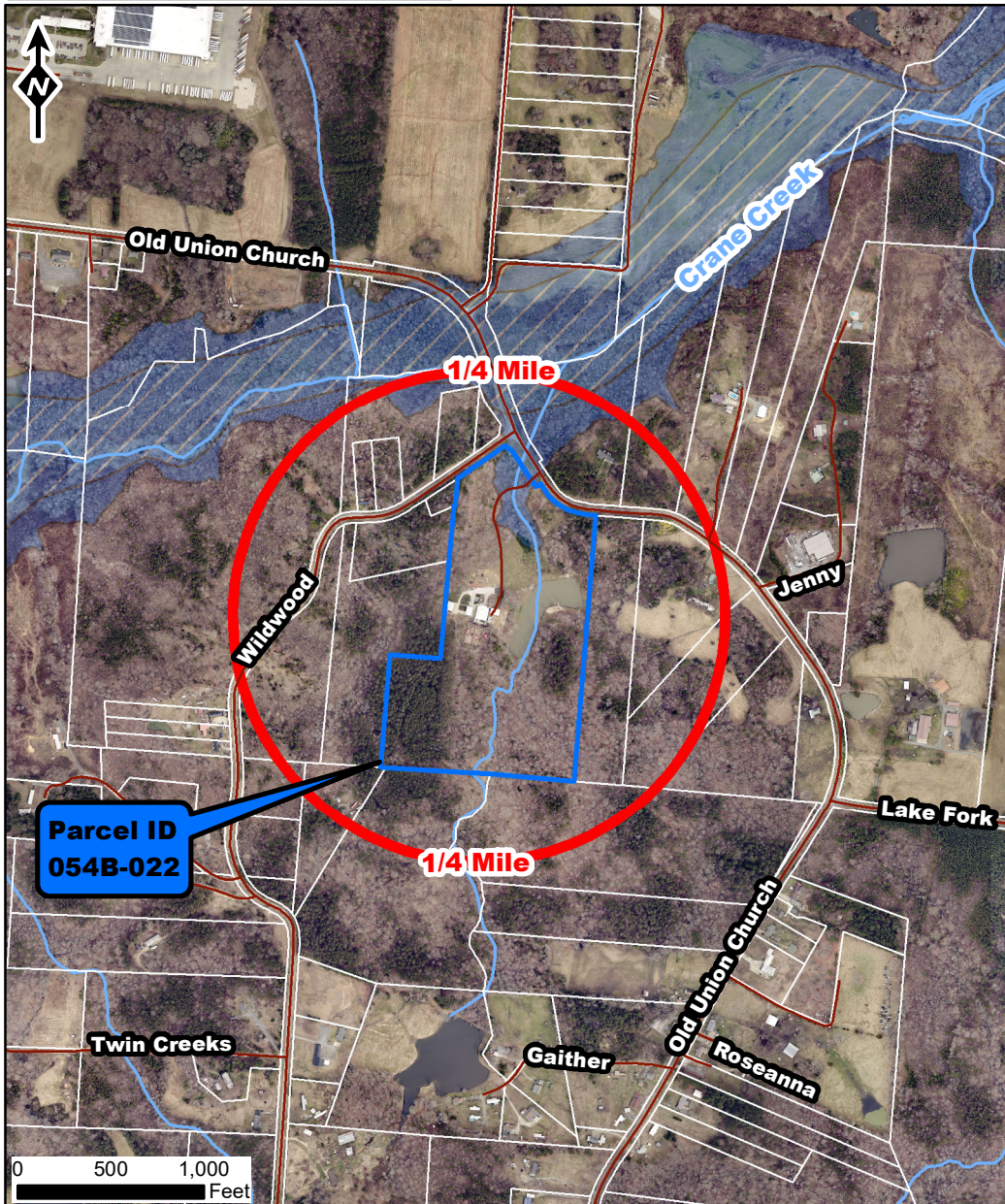


# SUP 03-21:Kevin Settineri

- Subject Parcel
- Roads
- Streams
- Parcels
- 1/4 Mile Buffer
- Floodplain

Feb. / Mar. 2021 Aerial Imagery

Prepared by RC Planning Department: September 10, 2021





2022

NOT TRANSFERABLE  
STATUTE GS  
81.106.119

LICENSE/CERTIFICATE:  
EXPIRATION DATE:  
ENCLOSURE COUNT:  
INSPECTION DATE:

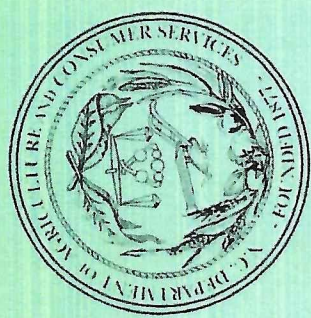
Boarding Kennel  
06/30/2022  
9  
Dec 2 2020

LOVING PUP RESORT  
NICOLE JONES  
2230 OLD UNION CHURCH RD

LICENSEE  
OR  
CERTIFICATOR

28146  
NC  
SALISBURY

North Carolina Department of Agriculture & Consumer Services  
Steve Troxler, Commissioner  
License/Certificate



*Steve W. Troxler*  
STEVE TROXLER, COMMISSIONER

LICENSE/CERTIFICATE NO.  
11143

THIS LICENSE/CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW

**Animal Welfare Section  
NC Department of Agriculture and Consumer Services  
1030 Mail Service Center  
Raleigh, NC 27699-1030**

Phone: (919) 707-3280 Fax: (919) 733-6431

Email: [agr.aws@ncagr.gov](mailto:agr.aws@ncagr.gov)

Website: [www.ncaws.com](http://www.ncaws.com)

**Facility Compliance Inspection - Boarding Kennel**

**Approved - 12/02/2020**

|                                          |                                |
|------------------------------------------|--------------------------------|
| License Number: 11143                    | Phone: (704)591-8332           |
| Facility Name: LOVING PUP RESORT & SPA   |                                |
| Owner: NICOLE JONES                      |                                |
| Address: 2230 OLD UNION CHURCH RD        |                                |
| City: SALISBURY                          | Zip Code: 28146                |
| County: ROWAN                            |                                |
| Email: NICOLE@LOVINGPUP.COM              |                                |
| Total Enclosures: 10                     |                                |
| Dogs on Premise: 7                       | Cats on Premise: 0             |
| Licensed Capacity (Dogs): 25             | Licensed Capacity (Cats): 10   |
| Type of Inspection: Follow-up Inspection | Date of Inspection: 12/02/2020 |

**02 NCAC 52J .0102 RECORDS**

1. Name and address of owner, date of entry, signature and date for release. [02 NCAC 52J .0102(1)] - In Compliance
2. Description [02 NCAC 52J .0102(2)] - In Compliance
3. Record of veterinary care. [02 NCAC 52J .0102(3)] - In Compliance

**All records were current for the 7 dogs there for boarding/daycare.**

**02 NCAC 52J .0103 INSPECTION OF RECORDS**

1. Records available upon request. [02 NCAC 52J .0103] - In Compliance
2. Animals matched to record. [02 NCAC 52J .0103] - In Compliance
3. Records retained for 1 year; [02 NCAC 52J .0103]; see section for Â§19A-32.1(j) for records to be retained for 3 years - In Compliance

**02 NCAC 52J .0201 GENERAL**

1. Housing facilities structurally sound and maintained in good repair. [02 NCAC 52J .0201(a)] - In Compliance
2. Housing facilities contain the animals and restrict entry of other animals and people. [02 NCAC 52J .0201(a)] - In Compliance
3. Light fixtures and electrical outlets in animal areas in compliance with the State Building Code. [02 NCAC 52J .0201(b)] - In Compliance
4. Electric power reliable and safe. [02 NCAC 52J .0201(c)] - In Compliance
5. Supplies of food and bedding stored and adequately protected against infestation or contamination by vermin and insects. [02 NCAC 52J .0201(d)] - In Compliance
6. Open bags of food stored in airtight containers with lids. [02 NCAC 52J .0201(d)] - In Compliance
7. Refrigeration for perishable food. [02 NCAC 52J .0201(d)] - In Compliance
8. Daily removal and disposal of animal and food waste, bedding and debris; facility maintained in a clean and sanitary manner. [02 NCAC 52J .0201(e)] - In Compliance
9. Hot and cold running, potable water available. [02 NCAC 52J .0201(f)] - In Compliance
10. Washroom, basin or sink provided to maintain cleanliness among animal caretakers, animals, and animal food and water receptacles. [02 NCAC 52J .0201(f)] - In Compliance
11. Ability to confirm ambient temperature. [02 NCAC 52J .0201(g)] - In Compliance
12. A separate five-foot perimeter fence if any animals have access to an outdoor enclosure, including unsupervised exercise areas. [02 NCAC 52J .0101(h)] - Not Applicable
13. Adequate drainage system [02 NCAC 52J .0201(i)] - In Compliance
14. All areas of a facility available for review or inspection during normal business hours. [02 NCAC 52J .0201(j)] - In Compliance



15. All animals in a facility subject to the requirements of the Animal Welfare Act, regardless of ownership. [02 NCAC 52J .0201(k)] - In Compliance
16. Compliance with all federal, state and local laws, rules and ordinances relating to or affecting the welfare of dogs and cats in its facility. [02 NCAC 52J .0201(l)] - In Compliance
17. No dog or cat present in a window display except during business hours and in compliance with standards set forth in this Section. [02 NCAC 52J .0201(m)] - In Compliance

## **02 NCAC 52J .0202 INDOOR FACILITIES**

1. Indoor housing facilities adequately heated and cooled. [02 NCAC 52J .0202(a)] - In Compliance
2. Ambient temperature between 50°F and 85°F. [02 NCAC 52J .0202(a)] - In Compliance
3. Indoor housing facilities adequately ventilated. [02 NCAC 52J .0202(b)] - In Compliance
4. Fresh air and ventilation provided and drafts minimized. [02 NCAC 52J .0202(b)] - In Compliance
5. Air flow adequate to minimize odors and moisture condensation. [02 NCAC 52J .0202(b)] - Needs Improvement
6. Indoor housing facilities adequately illuminated. [02 NCAC 52J .0202(c)] - In Compliance
7. Illumination provides regular diurnal lighting cycles and be uniformly diffused [02 NCAC 52J .0202(c)] - In Compliance
8. Interior building surfaces are impervious to moisture and can be readily sanitized. [02 NCAC 52J .0202(d)] - In Compliance
9. Drainage rapidly eliminates excess water. [02 NCAC 52J .0202(e)] - In Compliance
10. Closed drain systems equipped with traps and installed to prevent odors and backup of sewage. [02 NCAC 52J .0202(e)] - In Compliance
11. The drainage system constructed to prevent cross-contamination among animals. [02 NCAC 52J .0202(e)] - In Compliance

**[02 NCAC 52J .0202(b)] - Odor was present in the facility. Increase ventilation to move the air so that it does not get stagnant. Heat/air was not on at the time of inspection. Temperature was 55 degrees. 55 degrees is still in compliance however there are small dogs there and I suggested that they turn the heat on to at least 60 degrees.**

## **02 NCAC 52J .0203 OUTDOOR FACILITIES**

1. Primary enclosures and walkways constructed of sealed concrete or other surfaces impervious to moisture. [02 NCAC 52J .0203(a)] - Not Applicable
2. Gravel maintained at a minimum depth of six inches and kept sanitary. [02 NCAC 52J .0203(a)] - Not Applicable
3. Outdoor housing provided allows animals to remain dry and comfortable during inclement weather. [02 NCAC 52J .0203(b)] - Not Applicable
4. Housing is impervious to moisture and can be disinfected. [02 NCAC 52J .0203(b)] - Not Applicable
5. One house available for each animal within each enclosure unless the animals are a mother and her unweaned offspring. [02 NCAC 52J .0203(b)] - Not Applicable
6. In addition to the housing, the enclosure provides protection from excessive sun and inclement weather. [02 NCAC 52J .0203(c)] - Not Applicable
7. Owners advised if housed outside. [02 NCAC 52J .0203(d)] - Not Applicable
8. Suitable method of drainage provided. [02 NCAC 52J .0203(e)] - Not Applicable

## **02 NCAC 52J .0204 PRIMARY ENCLOSURES**

1. Primary enclosures constructed prevent contamination from waste and wastewater from animals in other enclosures. [02 NCAC 52J .0204(a)] - In Compliance
2. All surfaces with which an animal comes in contact impervious to moisture. [02 NCAC 52J .0204(a)] - In Compliance
3. For primary enclosures placed into service on or after January 1, 2005, no wood within the animal's reach. [02 NCAC 52J .0204(a)] - In Compliance
4. For primary enclosures in use in a registered facility prior to January 1, 2005, any damaged wood replaced so that so that there are no contact with wood by the animal. [02 NCAC 52J .0204(a)] - In Compliance
5. Primary enclosures structurally sound, maintained in good repair and in a manner to prevent injury to animals, and keep other animals out. [02 NCAC 52J .0204(b)] - In Compliance
6. Primary enclosures provide space to allow animal to walk, turn about freely, and to easily stand, sit, or lie in a natural position. [02 NCAC 52J .0204(b)] - In Compliance
7. The height of primary enclosures other than cage no less than five feet. [02 NCAC 52J .0204(b)] - In Compliance
8. All enclosures constructed as to prevent the escape of animals. [02 NCAC 52J .0204(b)] - In Compliance
9. Each primary enclosure provided with a solid resting surface or surfaces adequate to comfortably hold all occupants of the primary enclosure at the same time. [02 NCAC 52J .0204(c)] - In Compliance
10. All resting surfaces made of a non-porous or easily sanitized material, such as a towel, or a disposable material such as newspaper. [02 NCAC 52J .0204(c)] - In Compliance
11. The resting surface or surfaces be elevated in primary enclosures housing two or more cats. [02 NCAC 52J .0204(c)] - Not Applicable



12. In addition to Paragraph (b) of 02 NCAC 52J .0204, each dog shall be provided with the minimum square footage required by 02 NCAC .0204(d). [02 NCAC 52J .0204(d)] - In Compliance
13. Not more than four adult dogs housed in the same primary enclosure without supervision. [02 NCAC 52J .0204(d)] - In Compliance
14. If more than four dogs are housed in a common area or enclosure, then at least one person supervising each 10 dogs housed within each enclosure or common area. [02 NCAC 52J .0204(e)] - In Compliance
15. In addition to Paragraph (b) of 02 NCAC 52J .0204, each feline older than six months housed in any primary enclosure provided with a minimum of 4sq ft. of floor space which may include elevated resting surfaces. [02 NCAC 52J .0204(f)] - Not Applicable
16. Each feline younger than 6 months provided 1.5 sq. ft. [02 NCAC 52J .0204(f)] - Not Applicable
17. No more than 12 cats housed in the same primary enclosure. [02 NCAC 52J .0204(f)] - Not Applicable
18. In all cat enclosures, receptacle with clean litter provided for waste. [02 NCAC 52J .0204(g)] - Not Applicable
19. A minimum of one receptacle per three cats shall be provided. [02 NCAC 52J .0204(f)] - Not Applicable

**At previous inspection on 8/24/20 the enclosures were showing rust and had sharp edges on the metal strapping between the enclosures. Owners have purchased new fencing and have installed it for all of the enclosures along with new divider panels. The fencing panels for the daycare area was sanded and painted.**

#### **02 NCAC 52J .0205 FEEDING**

1. Dogs and cats fed at least once each 24-hour period except as otherwise might be required to provide adequate veterinary care. [02 NCAC 52J .0205(a)] - In Compliance
2. Food is commercially prepared food complying with laws applicable to animal feed or the food provided by the owner. [02 NCAC 52J .0205(a)] - In Compliance
3. The food is free from contamination, wholesome, palatable, and of adequate quality and quantity appropriate for the given size, age, and condition of an animal meeting the daily requirements for nutritional value. [02 NCAC 52J .0205(a)] - In Compliance
4. Puppies and kittens less than six months of age fed at least twice in each 24-hour period. An eight-hour interval between feedings if only two feedings are offered in a 24-hour period. [02 NCAC 52J .0205(a)] - In Compliance
5. Food receptacles accessible to all dogs or cats. [02 NCAC 52J .0205(b)] - In Compliance
6. Food receptacles located to minimize contamination by waste. [02 NCAC 52J .0205(b)] - In Compliance
7. For every adult animal, at least one food receptacle offered. [02 NCAC 52J .0205(b)] - In Compliance
8. Food receptacles durable, clean and sanitized. [02 NCAC 52J .0205(b)] - In Compliance
9. Damaged receptacles replaced. [02 NCAC 52J .0205(b)] - In Compliance
10. Disposable food receptacles discarded after each feeding. [02 NCAC 52J .0205(b)] - In Compliance
11. Food and water receptacles in outdoor facilities protected from the elements. [02 NCAC 52J .0205(c)] - In Compliance

#### **02 NCAC 52J .0206 WATERING**

1. Continuous access to fresh water, except as might otherwise be required to provide adequate veterinary care. [02 NCAC 52J .0206] - In Compliance
2. Watering receptacles durable, clean and sanitized. [02 NCAC 52J .0206] - In Compliance
3. Damaged receptacles replaced. [02 NCAC 52J .0206] - In Compliance

#### **02 NCAC 52J .0207 SANITATION**

1. Waste removed from primary enclosures and exercise areas to prevent contamination of the dogs or cats and to reduce disease hazards and odors. [02 NCAC 52J .0207(a)] - In Compliance
2. Enclosures and exercise areas for dogs and cats properly cleaned a minimum of two times per day. [02 NCAC 52J .0207(a)] - In Compliance
3. The animal must be able to walk or lie down without coming in contact with any waste or debris. [02 NCAC 52J .0207(a)] - In Compliance
4. When a hosing or flushing method is used for cleaning an enclosure, animals are removed during the cleaning process, and measures taken to protect the animals in other such enclosures from being contaminated with water and other wastes. [02 NCAC 52J .0207(a)] - In Compliance
5. Prior to the introduction of dogs or cats into empty primary enclosures previously occupied, enclosures and accessories sanitized in the manner provided in 02 NCAC 52J .0207(b)(3). [02 NCAC 52J .0207(b)(1)] - In Compliance
6. In addition to primary enclosures being properly cleaned a minimum of two times per day, if the same animal is housed in the same enclosure more than seven days, enclosures and accessories sanitized at least once every seven days in the manner provided in 02 NCAC 52J .0207(b)(3). [02 NCAC 52J .0207(b)(1)] - In Compliance
7. Cages, rooms and hard-surfaced pens or runs be sanitized by:
  - washing them with hot water (180 degrees F.) and soap or detergent as in a mechanical cage washer; or - In Compliance
  - washing all soiled surfaces with a detergent solution to remove all organic matter followed by application of a safe and effective disinfectant; or - In Compliance
  - cleaning all soiled surfaces with live steam. [02 NCAC 52J .0207(3)(A-C)] - In Compliance
8. Food and water receptacles sanitized daily with hot water, detergent, and disinfectant. [02 NCAC 52J .0207(b)(4)] - In Compliance



9. Soiled linens and cloth products mechanically washed with detergent and sanitized. [02 NCAC 52J .0207(b)(5)] - In Compliance
10. Any area accessible to multiple animals kept clean and sanitary. [02 NCAC 52J .0207(b)(6)] - In Compliance
11. Premises (buildings and grounds) kept clean and in good repair to protect the animals from injury and to facilitate the prescribed husbandry practices set forth in this Rule. [02 NCAC 52J .0207(c)] - In Compliance
12. Premises are free of accumulations of trash, junk, waste products, and discarded matter. [02 NCAC 52J .0207(c)] - In Compliance
13. Weeds, grasses, and bushes controlled. [02 NCAC 52J .0207(c)] - In Compliance
14. Effective program for the control of insects, ectoparasites, and avian and mammalian pests [02 NCAC 52J .0207(d)] - In Compliance

**Staff had just completed cleaning when I arrived therefore all kennels were clean and dry.**

#### **02 NCAC 52J .0208 EMPLOYEES**

1. Sufficient number of employees. [02 NCAC 52J .0208] - In Compliance
2. Supervision of an animal caretaker who has a background in animal husbandry or care. [02 NCAC 52J .0208] - In Compliance

#### **02 NCAC 52J .0209 CLASSIFICATION AND SEPARATION**

1. Animals in the same primary enclosure maintained in compatible groups. [02 NCAC 52J .0209] - In Compliance
2. Females in season (estrus) not be housed in the same primary enclosure with males except for planned breeding. [02 NCAC 52J .0209(1)] - In Compliance
3. Written permission for comingling. [02 NCAC 52J .0207(2)] - In Compliance
4. Aggressive animals housed individually in a primary enclosure. [02 NCAC 52J .0207(2)] - In Compliance
5. Puppies or kittens less than four months of age housed in the same primary enclosure with adults without written permission. [02 NCAC 52J .0209(3)] - In Compliance
6. Puppies or kittens between 4 and 16 weeks of age have daily access to human social interaction. [02 NCAC 52J .0209(3)] - In Compliance
7. Dogs not housed in the same primary enclosure with cats; dogs or cats not housed in the same primary enclosure with any other species of animals without written permission. [02 NCAC 52J .0209(4)] - In Compliance
8. Designated isolation area for animals being treated or observed for communicable diseases. [02 NCAC 52J .0209(5)] - In Compliance
9. Dogs or cats in isolation that are being treated for a communicable disease separated as to minimize dissemination of disease. [02 NCAC 52J .0209(5)] - In Compliance
10. A sign posted at the cage or isolation area when in use. [02 NCAC 52J .0209(5)] - In Compliance
11. All animals confined in primary enclosures or exercise areas. [02 NCAC 52J .0209(7)] - In Compliance

#### **02 NCAC 52J .0210 VETERINARY CARE**

1. Written program of veterinary care. [02 NCAC 52J .0210(a)] - In Compliance
2. Veterinarian's written recommendations for correcting disease problem that persists for more than 30 days obtained and followed [02 NCAC 52J .0210(b)] - In Compliance
3. Daily observation of animals. [02 NCAC 52J .0210(c)] - In Compliance
4. Sick or diseased, injured, lame, or blind dogs or cats provided with veterinary care [02 NCAC 52J .0210(c)] - In Compliance
5. Diseased or deformed animals sold or adopted only under the policy set forth in the 'Program of Veterinary Care.' [02 NCAC 52J .0210(c)] - In Compliance
6. All animals in a licensed or registered facility in compliance with the North Carolina rabies law, G.S. 130A, Article 6, Part 6. [02 NCAC 52J .0210(d)] - In Compliance

#### **02 NCAC 52J .0301 VEHICLES**

1. Vehicles mechanically sound. [02 NCAC 52J .0301(a)] - Not Applicable
2. Vehicles equipped to provide fresh air to animals without harmful drafts. [02 NCAC 52J .0301(a)] - Not Applicable
3. The animal cargo space constructed and maintained to prevent engine exhaust fumes from getting to the animals. [02 NCAC 52J .0301(b)] - Not Applicable
4. The interior of the animal cargo space kept clean and sanitized. [02 NCAC 52J .0301(c)] - Not Applicable

#### **02 NCAC 52J .0302 PRIMARY ENCLOSURES USED IN TRANSPORTING DOGS AND CATS**

1. Primary enclosures constructed, ventilated and designed to protect the health and insure the safety of the animals. [02 NCAC 52J .0302(a)] - Not Applicable
2. Such enclosures constructed or positioned so that:
  - Each animal in the vehicle has sufficient fresh air for normal breathing. [02 NCAC 52J .0302(a)(1)] - Not Applicable
  - The openings of enclosures are easily accessible for emergency removals. [02 NCAC 52J .0302(a)(2)] - Not Applicable
  - The animals are adequately protected from the elements. [02 NCAC 52J .0302(a)(3)] - Not Applicable
3. The ambient temperature maintained between 50°F and 85°F. [02 NCAC 52J .0302(a)] - Not Applicable

4. The animal containment units are equipped with operable air-conditioning, forced-air cooling and heating or other temperature control mechanisms. [02 NCAC 52J .0302(a)] - Not Applicable
5. Animals in the same primary enclosure are of the same species. [02 NCAC 52J .0302(b)] - Not Applicable
6. Puppies or kittens less than 4 months of age not be transported in the same primary enclosures with adults other than their dams. [02 NCAC 52J .0302(b)] - Not Applicable
7. Primary enclosures for transport large enough for each animal to turn about freely, and to easily stand, sit or lie down in a natural position. [02 NCAC 52J .0302(c)] - Not Applicable
8. Primary enclosures for transport secured to the vehicle to prevent sliding or tipping of the enclosure during transit. [02 NCAC 52J .0302(c)] - Not Applicable
9. Animals not be placed in primary enclosure over other animals in transit unless such enclosures is constructed so as to prevent animal excreta from entering lower enclosures. [02 NCAC 52J .0302(d)] - Not Applicable
10. All primary enclosures for transport sanitized between use for shipments. [02 NCAC 52J .0302(e)] - Not Applicable

#### **02 NCAC 52J .0303 FOOD AND WATER REQUIREMENTS**

1. If animals are transported for more than 12 hours:
  - o The vehicles stop at least once every 12 hours for a period of 1 hour. During the 1-hour stop, potable water continuously provided for dogs and cats. [02 NCAC 52J .0303(1)]- Not Applicable
  - o Adult dogs and cats fed at least once during each 24-hour period. [02 NCAC 52J .0303(2)]- Not Applicable
  - o Puppies and kittens less than 6 months of age fed every 6 hours. [02 NCAC 52J .0303(2)]- Not Applicable
  - o Dogs removed from the vehicle, given fresh water and given the opportunity for exercise if they have been confined in the vehicle for 36 hours. [02 NCAC 52J .0303(3)]- Not Applicable

#### **02 NCAC 52J .0304 CARE IN TRANSIT**

1. The attendant or driver inspects animals frequently enough to assure health and comfort and to determine if they need emergency care and to obtain it if needed. [02 NCAC 52J .0304] - Not Applicable

#### **General Comments:**

**Follow up inspection from Disapproved inspection dated 8/24/20. Enclosures are in compliance. Facility is approved for license renewal.**

#### **Inspection Result:**

Approved

| Inspector's Signature               | Date       |
|-------------------------------------|------------|
| Christie Shore                      | 12/02/2020 |
| Facility Representative's Signature | Date       |
| Nicole Jones                        | 12/02/2020 |



**Sec. 21-59**

**(1) Adequate transportation access to the site exists ;**

The driveway is on Old Union Church Road.

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

The property is maintained on a daily basis and kept clean, neat and professional. The adjacent land (Parcel # 055 008) was purchased in July 2021.

**(3) Hazardous safety conditions will not result;**

Dogs are kept in designated areas and on leashes when walked. Adequate ventilation and septic systems have been planned or were already in place.

**(4) The use will not generate significant noise, odor, glare, or dust;**

Typical operating hours for pick-up and drop-off are:

Monday - Friday

7:00am to 10:00am

2:00pm to 6:00pm

Saturday

7:00am to 12:00pm

Sunday

7:00am to 9:00am

5:00pm to 6:00pm

The property is otherwise quiet and occupied as a personal residence; no neighbors have ever complained of noise or other interruptions. The room will be cleaned and disinfected multiple times, daily. There will be no glare on a brick building with a matte roof.

**(5) Excessive traffic or parking problems will not result;**

We spoke with Eric Goldston at the NCDOT on 7/30/2021 who said a permit is not required for our small business. We average 3-4 customers in the morning hours and 3-4 in the afternoon daily, and there is sufficient paved concrete for customers to park, drive and turn around on.

**(6) The use will not create significant visual impacts for adjoining properties or passersby.**

The one wooded parcel of adjacent land that would be able to see the facility (Parcel 055 009) overlooks the pond and has a distant view of the Main Kennel/Residence, which is kept clean and maintained on a daily basis.





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 # SUP 03-21  
Date Filed 8/26/21  
Received By SAS  
Amount Paid \$200 pd with CC  
Office Use Only

**SPECIAL USE PERMIT APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Kevin Settineri  
Signature: [Signature]  
Phone: 704-431-3000 Email: Kevin@settineri.com  
Address: 2230 Old Union Ch Rd  
Salisbury, NC 28146

**APPLICANT / AGENT INFORMATION:**

Name: Kevin Settineri  
Signature: [Signature]  
Phone: 704-431-3000 Email: Kevin@settineri.com  
Address: 2230 Old Union Church Rd  
Salisbury, NC 28146

**PROPERTY DETAILS:**

Tax Parcel: 054B022 Zoning District: RA Rural Agriculture  
Date Acquired: 01-30-2007 Deed Reference: Book \_\_\_\_\_ Page \_\_\_\_\_  
Property Location: 2230 Old Union Ch Rd. Salisbury, NC 28146  
Size (sq. ft. or acres): 32 acres Street Frontage: \_\_\_\_\_  
Current Land Use: Dog daycare/training & personal residence  
Surrounding Land Use: North vacant/wooded  
South vacant/wooded  
East vacant/wooded  
West vacant/wooded

PURPOSE & SECTION:

State purpose of special use permit:

we are expanding our dog daycare and may build  
a permanent residence in the next 3 years.

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

21-60 (1)

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.

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: [Signature] 2. Board of Commissioners

Public Hearing: 9/20/21 3. Notifications Mailed: 9/9/21 4. Property Posted:

9/9/21 5. BOC Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified:

1/1



### Checklist for Review of Special Use Permits

**Overview.** Special uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the special 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 special 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:** Kevin Settineri

**Property Owner:** Kevin Settineri

**Tax Parcel:** 054B-022

**Location:** 2230 Old Union Church Rd.

**Request:** SUP for 2,180 sf expansion to existing boarding kennel

**Special Use Requirements.** Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to

|                                                                                        | YES                      | NO                       |
|----------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <i>Site Plan:</i> Show existing lot with operational areas                             | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Siting:</i> Shelter and outdoor runs 100' from property line.                       | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Screening:</i> Shelters and outdoor runs screened from residentially zoned parcels. | <input type="checkbox"/> | <input type="checkbox"/> |

**Evaluation Criteria.** Has the applicant demonstrated that their proposal can comply with the following general special 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"/> |

**Required Findings.** All decisions regarding a special 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 special use permit to be granted, all three (3) findings must be satisfied.

|                                                                                                                                                      | YES                      | NO                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>Motion 1:</b> The development of the property in accordance with the proposed condition will not materially endanger the public health or safety. | <input type="checkbox"/> | <input type="checkbox"/> |

Supporting Fact(s): \_\_\_\_\_

|                                                                                                                                                                                                                            |                          |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>Motion 2:</b> 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. | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|

Supporting Fact(s): \_\_\_\_\_

|                                                                                                                                                                                                                            |                          |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>Motion 3:</b> 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. | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|

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:** Shane Stewart  
**DATE:** September 10, 2021  
**SUBJECT:** Public Hearing for Z 06-21: Ruth Fisher et al.

---

Ruth Fisher et al. are requesting the rezoning of an approximate 62 acre portion of Rowan County Parcel ID 049-003 located at Willow Creek Dr. and Jacobs Lambe Ln. from 85-ED-2 to Rural Agricultural (RA).

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 06-21

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 9/10/2021          | Cover Memo  |
| GIS Map            | 9/10/2021          | Cover Memo  |
| Application        | 9/10/2021          | Cover Memo  |





## REZONING PETITION: Z 06-21

**Request:** Rezone approximately 62 acre portion of tract from 85-ED-2 to Rural Agricultural (RA)

**Parcel ID:** part of 049-003

**Location:** Jacobs Lambe Ln.

**Lot size:** 62 AC portion of approximate 233 AC tract

**Owner / Applicant:** Ruth Fisher et al.

**Watershed:** N/A

**Floodplain:** Approximately .42 acres in AE Flood Zone (NW corner of rezoning area)

**Existing Improvements:**  
None

### REQUEST

Ruth Fisher et al. are requesting the rezoning of an approximate 62 acre portion of an 233 acre tract identified as Rowan County Parcel ID 049-003 located at Willow Creek Dr. and Jacobs Lambe Ln. from 85-ED-2 to Rural Agricultural (RA) [see map]. The resulting zoning boundary would extend from Willow Creek Dr. to the railroad track and surround six (6) existing RA zoned residential lots with five (5) residences of the Lambe family. Conversations with one of the owners suggest the family intends to maintain the portion of property south of the railroad for residential use for members of the Lambe family while the approximate 70 acre portion north of the railroad in the county zoning jurisdiction will remain 85-ED-2. The other approximate 101 acres of the subject parcel is located west of I-85 in Spencer's Zoning Jurisdiction.

### CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

**RA –** This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from

potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

### CONFORMITY WITH ADOPTED PLANS /

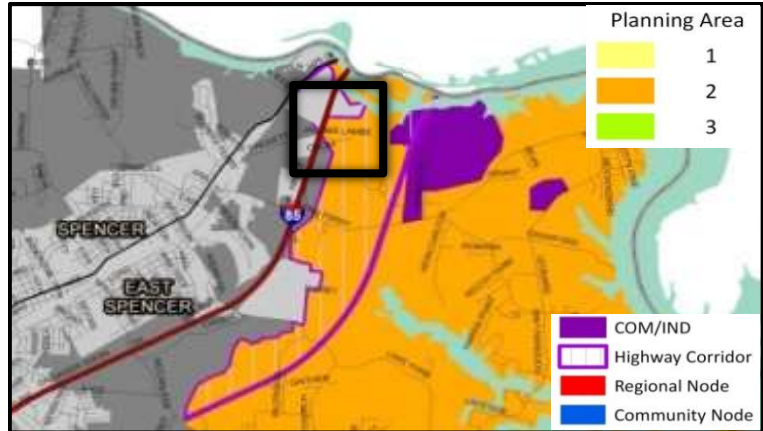
#### Eastern Area LUP

- Located in Area 2 – Lands adjacent to municipalities and near High Rock Lake.

- Located in Highway Corridor for I-85: Property is located adjacent to I-85 near the end of Willow Creek Dr.

#### COMPATIBILITY OF USES

The RA district is consistent with the six (6) interior lots and the family's interest in future conveyances for residential purposes. The railroad to the north, drainage feature just beyond the eastern property boundary, and the property line to the south provide a reasonable boundary for the RA limits considering the distances to existing residences. Currently, this portion of property is primarily wooded with some acreage being used as cropland.



#### CONDITIONS IN THE VICINITY

See Enclosed Map –

#### North

- Rail spur to Duke Energy Buck Plant; Piedmont Natural Gas Pipeline; 85-ED-2 zoned property.
- Motorcycle track at the end of Willow Creek Dr. on Parcel ID 049-001 in Spencer's zoning jurisdiction; Yadkin River.

#### South

- 83 acre wooded tract identified as Parcel ID 051-070 zoned 85-ED-2 and C-85 by Spencer.
- Large wooded area extending from rezoning boundary to residences along Long Ferry Rd (8/10 mile).

#### East

- 48 acre wooded tract identified as Parcel ID 049-021 owned by the State of North Carolina zoned 85-ED-2.
- Starnes Farm (poultry houses / cropland) located at 399 Stoner Morgan Rd. approximately 775 feet southeast.
- Duke Energy's Buck Power Plant at 1385 Dukeville Rd.

#### West

- I-85; Innospec Performance Chemicals at 500 Hinkle Ln.; Former Manufactured Home Park off Nuggett Ln. Odom Dr.; Spencer Zoning Jurisdiction.



#### POTENTIAL IMPACT ON ROADS

Jacobs Lambe Lane is a private, gravel driveway serving five (5) residences that should well serve other future family lots. Per the Rowan County Subdivision Ordinance, only divisions of land among immediate family members may occur due to the properties limited amount of public road frontage.

Willow Creek Dr. is a state maintained road (SR 2180) serving the residences along Jacobs Lambe Ln., the motorcycle track, two (2) other residences, and a secondary entrance for Rusher convenience store at 1190 Long Ferry Road recently completed. This request should not present an impact on existing roads.

#### POTENTIAL IMPACT ON SCHOOLS

85-ED-2 does not permit residential uses while the RA district does. However, this request should have minimal impact on school capacity.

#### POTENTIAL IMPACT ON UTILITIES

Future residences will rely on individual on-site well & septic systems. Public water / sewer are available at Long Ferry Road, which is approximately one (1) mile away. Innospec is served by public utilities but is located west of I-85.

#### DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

#### PROCEDURES

The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

#### PUBLIC NOTICE

**September 9<sup>th</sup>** – Letters mailed to eleven (11) adjacent property owners (within 100 feet of subject property).

**September 9<sup>th</sup>** – Sign posted on property.

**September 9<sup>th</sup> & 16<sup>th</sup>** – Notice published in the *Salisbury Post*.

#### AUGUST 23, 2021 PLANNING BOARD MEETING

No one spoke during the hearing. The Planning Board voted unanimously (8-0) to recommend approval of the request as presented based on the following statement:



**Statement of Consistency and Reasonableness:** “Z 06-21 is consistent with the Land Use Plan and reasonable based on the existing six RA zoned lots within this parcel.”

**STAFF COMMENTS** Absent the six (6) interior residential lots, this request would not be conducive to RA zoning. Coupled with the rail spur and the adjacent drainage feature to the east, commercial development would be challenging on the available parcel configuration.





# Z 06-21: Ruth Fisher et al.

**County Zoning**

|       |         |
|-------|---------|
| RA    | IND     |
| RA-AO | 85-ED-2 |

Rezoning Boundary

Parcel ID 049-003

Parcels

Spencer Zoning Jurisdiction

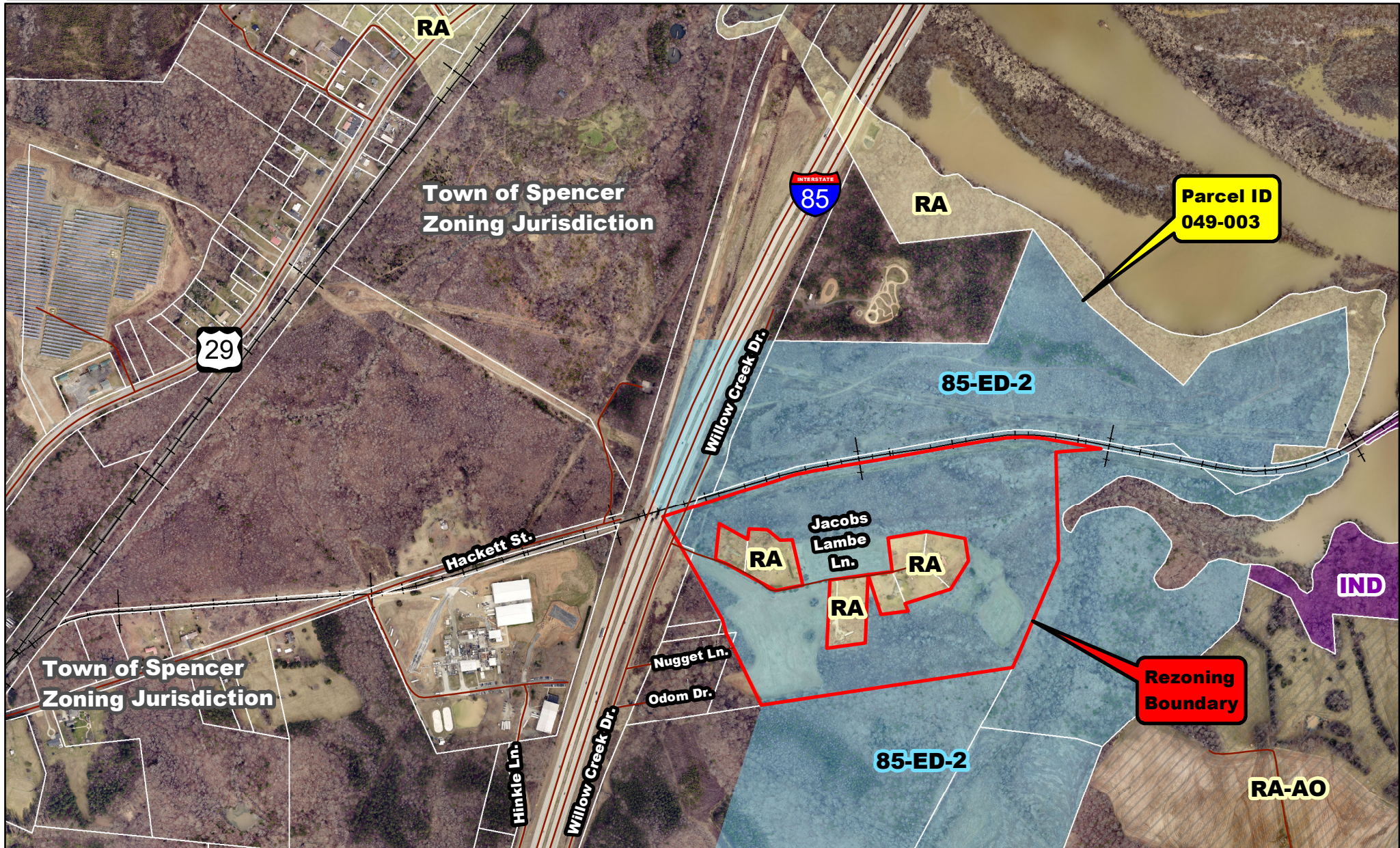
Roads

Rail

Feb. / Mar. 2021  
Aerial Imagery



Prepared by RC Planning Department: August 11, 2021







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

Case # Z 6-21  
Date Filed 8/5/21  
Received By SAS  
Amount Paid \$ 300.00 ck # 1402

Office Use Only

Energ 2-016384-2021

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Ruth, L Fisker ETAL  
Name: Heirs of Mary Hedrick Lambe  
Signature: Ruth Lambe Fisker  
Phone: 704-636-2311 Email: lfisker22@carolina.rr.com  
Address: 6301 Long Ferry Rd. Salisbury NC 28146

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Same  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

### PROPERTY DETAILS:

Tax Parcel(s): 049 003 (part) Size (sq.ft. or acres): APX 62 AC  
Property Location: Jacobs Lambe Lake  
Current Land Use: Industrial  
Date Acquired: 11-28-2003 Deed Reference: Book DL 83 Page 1075

### REQUEST DETAILS:

Existing Zoning District 85-ED-2 Requested Zoning District RA

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☒



**AFFIDAVIT OF OWNER**

To be completed if applicant is not the property owner

I (We), Ruth Lambie Fisher For The Heirs of Mary Hedrick Lambie, 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): Ruth Lambie Fisher For The Heirs of Mary Hedrick Lambie

Date: \_\_\_\_\_

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: 204-636-2311

**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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

SEAL

**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board

Courtesy Hearing: 8/23/21 3. Notifications Mailed: 8/12/21 4. Property Posted:

8/11/21 5. Planning Board Action: Approved 8 Denied 0 6. Board of Commissioners

Public Hearing: 9/20/21 7. Notifications Mailed: 9/9/21 8. Property Posted:

9/9/21 9. Dates Advertised: 1<sup>st</sup> 9/9/21 2<sup>nd</sup> 9/16/21 10. BOC Action: Approved

\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: / /

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** September 10, 2021  
**SUBJECT:** Public Hearing for Z 07-21: Carolyn Withers

---

Carolyn Withers is requesting the rezoning of approximately 3.54 acres of her 23 acres identified as Rowan County Parcel ID 334-055 and part of 334-011 located at 1055 Withers Rd. Salisbury from Manufactured Home Park (MHP) to Commercial, Business, Industrial (CBI).

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 07-21

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 9/10/2021          | Exhibit     |
| GIS Map            | 9/10/2021          | Exhibit     |
| Application        | 9/10/2021          | Exhibit     |





## REZONING PETITION: Z 07-21

**Request:** Rezone approximately 3.54 AC from MHP to CBI

**Parcel ID:** 334-055 & part of 334-011

**Location:** 1055 Withers Dr

**Lot size:** 334-055 (1.7 AC).  
334-011 (21.2 AC)

**Owner / Applicant:**  
Carolyn Withers

**Watershed:** WSIV PA  
(Yadkin River)

**Floodplain:** N/A

**Existing Improvements:** 1  
single family residence and  
1 double-wide  
manufactured home

### BACKGROUND

In response to the 1989 county mobile home park ordinance, property owner Charles Withers registered his existing five (5) space park known as Withers Park at the 400 Block of Goodson Rd. Most existing parks and properties containing two (2) or more manufactured homes on the same parcel were zoned Manufactured Home Park (MHP) during the 1998 countywide zoning designation. At the present time, two (2) single-wide mobile homes are abandoned, one (1) double-wide is slated for renovation (according to the owner), and one (1) single family dwelling are located within the MHP zoned area.

Conversations with current property owner Carolyn Withers (Charles' daughter) indicate she is not interested in retaining the park and will remove the two (2) abandoned homes.

### REQUEST

Ms. Withers is requesting the rezoning of approximately 3.54 acres of her 23 acres identified as Rowan County Parcel ID 334-055 and part of 334-011 located at 1055 Withers Rd. Salisbury from Manufactured Home Park (MHP) to Commercial, Business, Industrial (CBI).

### CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

**CBI –** This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI 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.

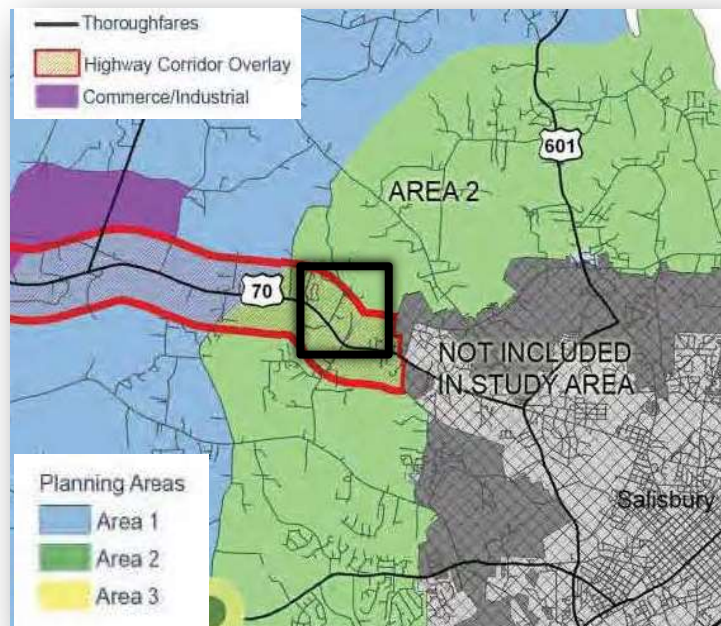
**CONFORMITY  
WITH ADOPTED  
PLANS /**

Western Area LUP

- Located in Area 2 – Areas adjacent to municipalities.

Encourage medium density residential development; mixed use.

- Located within Highway Corridor Overlay for Statesville Blvd. (US 70) [½ mile from highway]. Encourage commercial and industrial uses having transportation dependency due to rail availability and US Highway.



**COMPATIBILITY OF USES**

With few exceptions,

the 3.4 mile Statesville Blvd. corridor (approximately ½ mile north and south of highway) extending from Salisbury's Zoning jurisdiction at Enon Church Rd. to NC 801 Hwy. is zoned CBI, which represents approximately 1,642 acres.

| MAJOR GROUP                                 | INDUSTRY GROUP         | MHP            | CBI            |
|---------------------------------------------|------------------------|----------------|----------------|
| Residential                                 |                        | Permitted      | Permitted      |
| Construction                                |                        | Not Permitted  | Permitted      |
| Mining                                      |                        | Not Permitted  | Not Permitted  |
| Manufacturing                               |                        | Not Permitted  | Most Permitted |
|                                             | "Heavy Impact Uses"    | Not Permitted  | Not Permitted  |
| Transp., Com., Elec. / Gas, & Sanitary Svc. |                        | Not Permitted  | Most Permitted |
| Wholesale Trade                             |                        | Not Permitted  | Permitted      |
| Retail Trade                                |                        | Not Permitted  | Permitted      |
| Finance, Ins., & Real Est.                  |                        | Not Permitted  | Permitted      |
| Services                                    |                        | Not Permitted  | Permitted      |
|                                             | Misc. Amusement & Rec. | Not Permitted  | Permitted      |
| Public Admin.                               |                        | Some Permitted | Permitted      |

Generalized Groupings:  
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of Uses

**CONDITIONS IN THE VICINITY**

See Enclosed Map –

North

- Hickory Hill Estates – 26 lot manufactured home subdivision zoned Rural Agricultural (RA).
- Primrose Acres / Glen Ray Heights – 37 lot single family subdivisions zoned Residential Suburban (RS).



### South

- Single family residences along Goodson Rd.; Residential uses along Hurley School Dr. and Henkle Craig Farm Rd.
- Highland Trailer Court – 17 space manufactured home park zoned MHP.

### East

- Very large wooded area comprised of several large, vacant lots.

### West

- Single family residences; wooded properties.
- Greenleigh – 109 lot single family subdivision zoned RS.

### **POTENTIAL IMPACT ON ROADS**

#### **Goodson Road (SR 1954) –**

- Classified as a minor thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) count collected in 2015 between Statesville Blvd. and Henkle Craig Farm Rd. estimate 870 vehicle trips along this section, with a historical high of 1,100 in 2005.
- Comprehensive Transportation Plan (CTP) estimates road capacity at 14,100 AADT, which represents a figure primarily based on pavement width and speed limit rather than a single measure of assessing the road's operational capacity.
- This request should have minimal impact on Goodson Rd.

### **POTENTIAL IMPACT ON SCHOOLS**

N/A. Both districts permit residential uses at the same density.

### **POTENTIAL IMPACT ON UTILITIES**

Potential property uses will rely on private well and septic systems.

### **DECISION MAKING**

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

### **PROCEDURES**

The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

**PUBLIC NOTICE**

**September 9<sup>th</sup>** – Letters mailed to six (6) adjacent property owners (within 100 feet of subject property).

**September 9<sup>th</sup>** – Sign posted on property.

**September 9<sup>th</sup> & 16<sup>th</sup>** – Notice published in the *Salisbury Post*.



**AUGUST 23, 2021 PLANNING  
BOARD MEETING**

No one spoke during the hearing. The Planning Board voted unanimously (9-0) to recommend approval of the request as presented based on the following statement:

**Statement of Consistency and Reasonableness:** “Z 07-21 is consistent with the Highway Corridor Overlay for Statesville Boulevard and reasonable based on the fact that the property is no longer used as a MHP and the majority of surrounding property is zoned CBI.”

**STAFF COMMENTS**

Since this parcel is no longer used as a park, the property should be rezoned to an appropriate district that represents both the current uses while considering the surrounding districts.





# Z 07-21: Carolyn Withers

**Zoning**

RS

MHP

RA

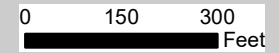
CBI

Rezoning Boundry

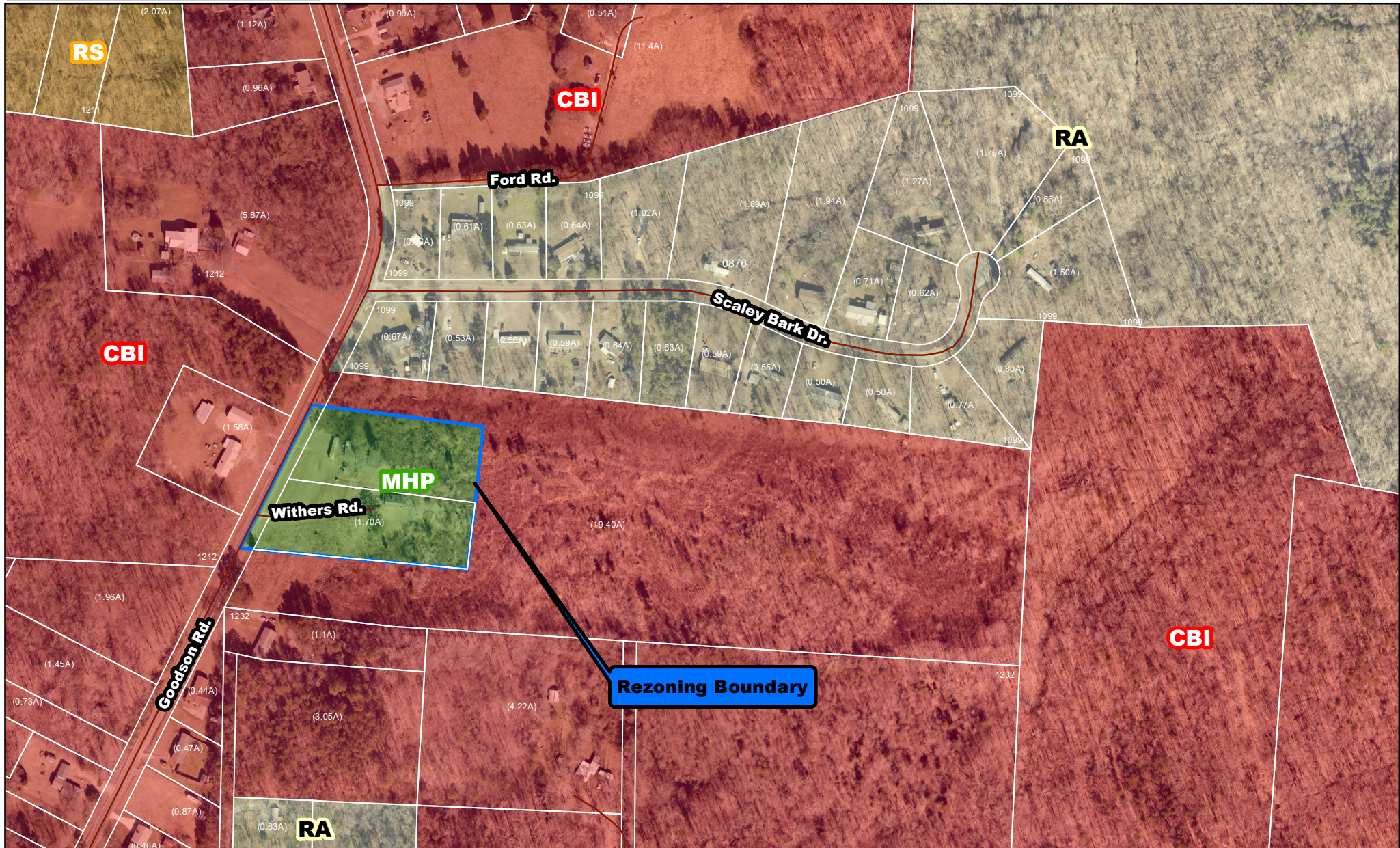
Parcels

Roads

Feb. / Mar. 2021  
Aerial Imagery



Prepared by RC Planning Department: August 11, 2021







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

Case # Z 07-21  
Date Filed 8/6/21  
Received By SAS  
Amount Paid \$ 300.00 debit

Office Use Only

2-016386-2021

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Carolyn T. Withers  
Signature: C.T. Withers  
Phone: 980-333-1980 Email: cwithers29@live.com  
Address: 1055 Withers Road Salisbury NC 28147

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: SAME AS  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

### PROPERTY DETAILS:

Tax Parcel(s): 334-055/334-011(PT) Size (sq.ft. or acres): Apx 3.54 AC  
Property Location: 1055 Withers Road Salisbury NC 28147  
Current Land Use: Residential  
Date Acquired: \_\_\_\_\_ Deed Reference: Book \_\_\_\_\_ Page \_\_\_\_\_

### REQUEST DETAILS:

Existing Zoning District MHP Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☒



### AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), \_\_\_\_\_, 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): \_\_\_\_\_

Date: \_\_\_\_\_

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

SEAL

#### OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: \_\_\_\_\_ 2. Planning Board

Courtesy Hearing: 8/23/21 3. Notifications Mailed: 8/12/21 4. Property Posted:

8/11/21 5. Planning Board Action: Approved 9 Denied 0 6. Board of Commissioners

Public Hearing: 9/20/21 7. Notifications Mailed: 9/9/21 8. Property Posted:

9/9/21 9. Dates Advertised: 1<sup>st</sup> 9/9/21 2<sup>nd</sup> 9/16/21 10. BOC Action: Approved

\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 14, 2021  
**SUBJECT:** Autumn Jubilee Volunteer Opportunity for Rowan County Employees

---

The Autumn Jubilee remains scheduled at this time. Attachment A provides protocols that have been reviewed with Parks and Recreation and the Health Department.

The board is being asked to consider the following “Volunteer Opportunity for Rowan County Employees.”

1. Rowan County employees are not required to work at the Autumn Jubilee on Saturday October 2nd or Sunday October 3<sup>rd</sup>. They may be required to work on Friday October 1<sup>st</sup> to prepare/set-up for the event.
2. On Saturday and Sunday, approximately 100 Rowan County employees will be allowed to volunteer each day to run the event, depending upon the need.
3. Volunteers must commit to be present for a full-day assignment on Saturday and/or a full-day assignment on Sunday. Assignments will likely be ten (10) hours per day.
4. No employee may take leave from their regular position with the County to volunteer for the event. They must be available to volunteer.
5. The volunteer rate will be a flat \$60 per hour for all volunteers.
6. The sign up process will be on-line. During the sign-up process, volunteers will be asked to sign the attached safety protocols and a release of liability.
7. The Human Resources Director shall have full discretion on determining who is selected to volunteer. Volunteers will be chosen in part on the first 100 employees to sign up, however employees of the Parks, and Animal Services staff assigned to the Nature Center Division at Dan Nicholas Park will be given first consideration. In addition, a certain number of Deputy spots will be available for each day. No current employee is entitled to a volunteer slot, regardless of their current position with the County.

Motion to approve the “Volunteer Opportunity for Rowan County Employees”.



**ATTACHMENTS:**

**Description**

Attachment A: Safety Protocols for Autumn  
Jubilee

**Upload Date**

9/14/2021

**Type**

Cover Memo

# **Autumn Jubilee 2021**

## **COVID-19 Safety Guidelines and Protocols**

### Overview

Autumn Jubilee planners are working closely with health officials, including Rowan County and the Rowan County Health Department, to design safety protocols that follow state guidance. We will follow guidelines and directives from state and local officials and ensure that updates are provided in a timely manner.

We will rely on the public to take personal responsibility and help look out for one another by following good health practices. We ask that you grant us patience and support as we update and enforce these safety precautions to protect all festival guests, vendors, and staff.

### Current Safety Guidelines

On August 30, 2021, the North Carolina Department of Health and Human Services issued an Interim Guidance for Events and Festivals. Any scenario in which people gather together poses a risk for transmission of COVID-19. The guidance is a starting point to help event organizers plan and prepare for their events. Even though no mandates are in place, we recommend festival attendees follow our safety protocols as listed below.

**Any NC Governor Executive Orders relating to the pandemic that are in place at the time of the event will be followed.**

### Safety Protocols

- **We will strongly encourage all individuals to wear a face covering in crowded or dense areas where social distancing cannot be maintained.**
- **We strongly encourage individuals to be vaccinated or have a negative test at least 72 hours before attending the festival. Please do not visit Autumn Jubilee if you are not feeling well and take every precaution to prevent the spread of COVID-19.**
- Vendors will be spaced no less than 10 feet apart.
- Hand wash stations will be available for all individuals. Staff will wash hands upon reporting to work, after contact with individuals, after cleaning and disinfecting activities, and frequently throughout the day.
- Hand sanitizer will be alcohol-based (at least 60% alcohol) and will be stationed throughout the park and provided by vendors and park staff.
- Hand wash and sanitizing stations will be frequently checked for supply.



- A sick leave policy will be implemented for staff who are ill so they do not come to work.
- Representatives from Rowan County EMS, Rowan County Rescue Squad, and Rowan County Sheriff's Department will be on site throughout the event to handle health and safety needs.
- Festival staff will clean and sanitize high touch areas regularly throughout the weekend and trash will be disposed of regularly.

### Festival Changes for 2021

Official festival hours are as follows:

Vendor setup:

- Friday, Oct. 1: Set-up 9:00 AM through 7:00 PM
- Saturday, Oct. 2: Set-up 7:00 AM through 9:00 AM
- Sunday, Oct. 3: Set-up 7:00 AM through 9:00 AM

Festival hours:

- Saturday, Oct. 2 & Sunday, Oct. 3: 10 AM to 5 PM

**There will be no entertainment, no hayrides, no inflatables in the children's area, and no pumpkin painting.**

**Transportation will be available on site for handicap transport.**

**The number of people will be limited in enclosed areas.**

**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:** Randy J. Cress, Assistant County Manager / CIO  
**DATE:** 09/10/2021  
**SUBJECT:** Update on Planning, Permitting and Inspections Matrix Assessment Implementation

---

This item is to provide an opportunity to progress update the Board of Commissioners on implementation of tasks/items found for improvement in the Matrix Consulting Assessment for Planning, Building Inspections, Environmental Health, and the Fire Division.

Solicit any feedback from the Board on the update as needed. No formal action needed.



**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:** September 10, 2021  
**SUBJECT:** Financial Reports

---

Please see attached financial graphs for your review.

**ATTACHMENTS:**

**Description**

Financial Graphs

**Upload Date**

9/10/2021

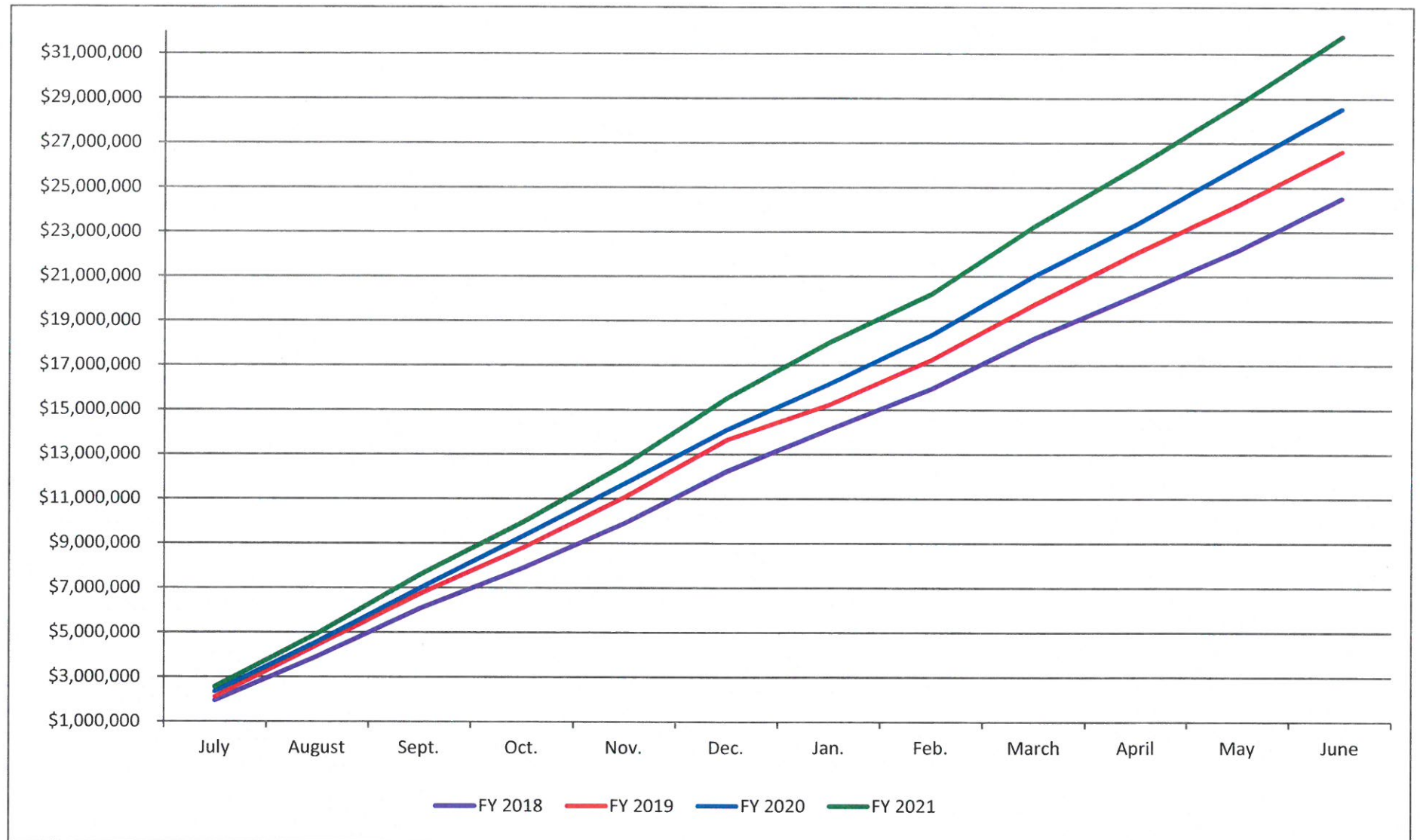
**Type**

Backup Material

ROWAN COUNTY  
GENERAL FUND  
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE SALES TAX COMPARISONS

|      | June          |
|------|---------------|
| 2021 | \$ 31,779,433 |
| 2020 | \$ 28,531,122 |
| 2021 | \$ 26,614,717 |
| 2018 | \$ 24,514,531 |

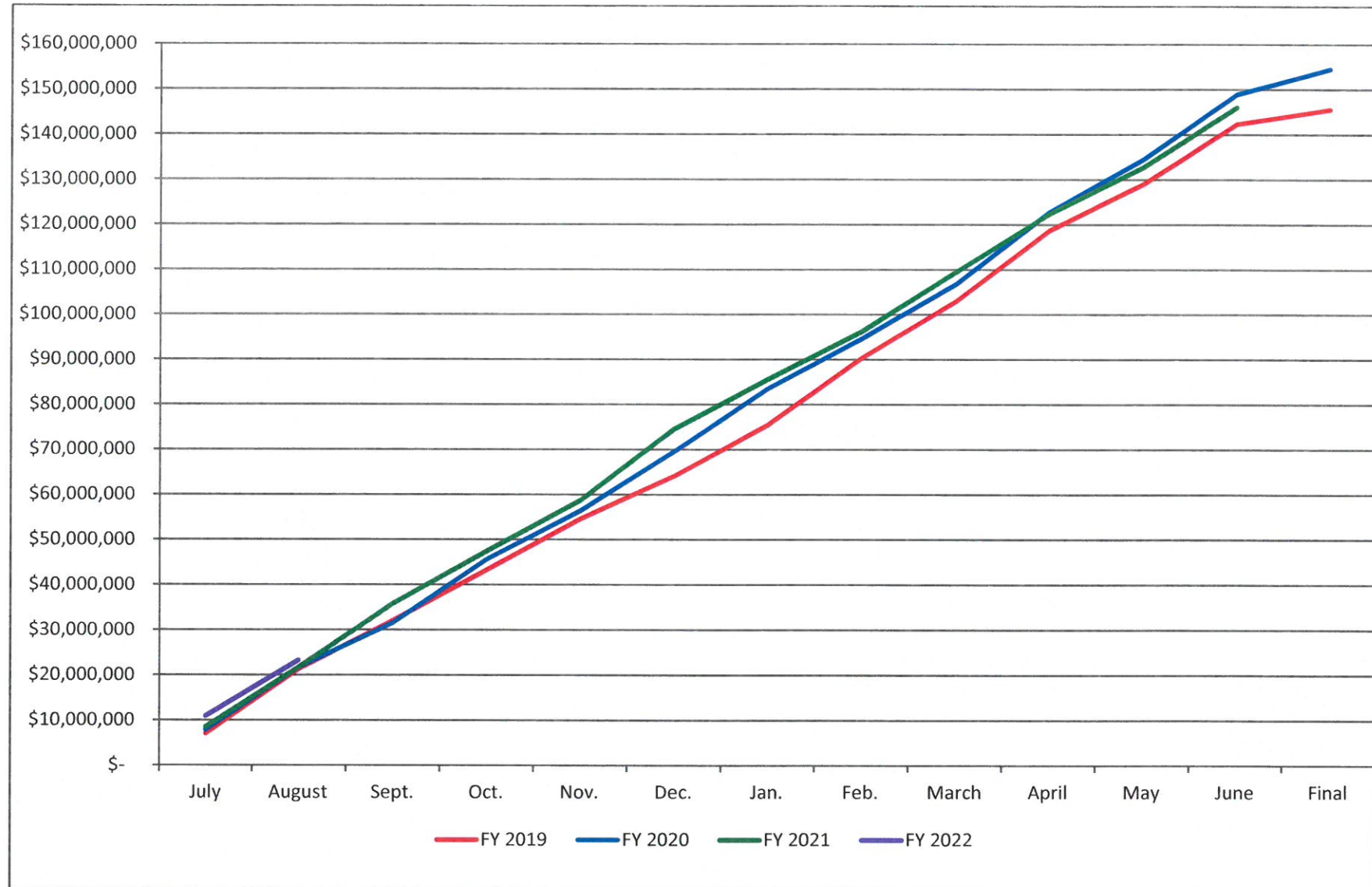




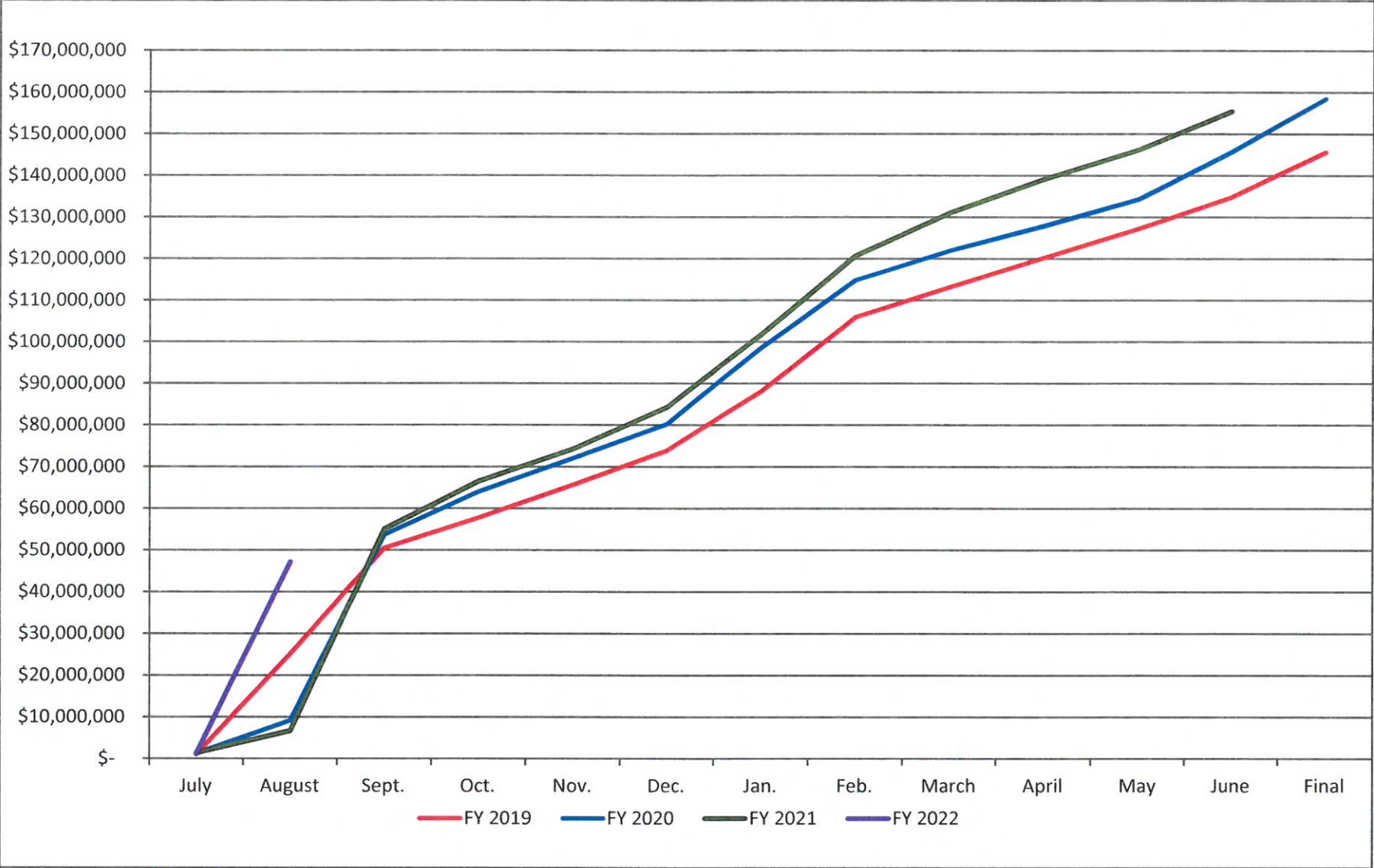
ROWAN COUNTY  
GENERAL FUND  
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

| August |               |
|--------|---------------|
| 2021   | \$ 23,255,441 |
| 2020   | \$ 21,675,168 |
| 2019   | \$ 21,656,039 |
| 2018   | \$ 21,248,174 |



| August |               |
|--------|---------------|
| 2022   | \$ 47,155,330 |
| 2021   | \$ 6,663,791  |
| 2020   | \$ 9,159,114  |
| 2021   | \$ 25,141,708 |

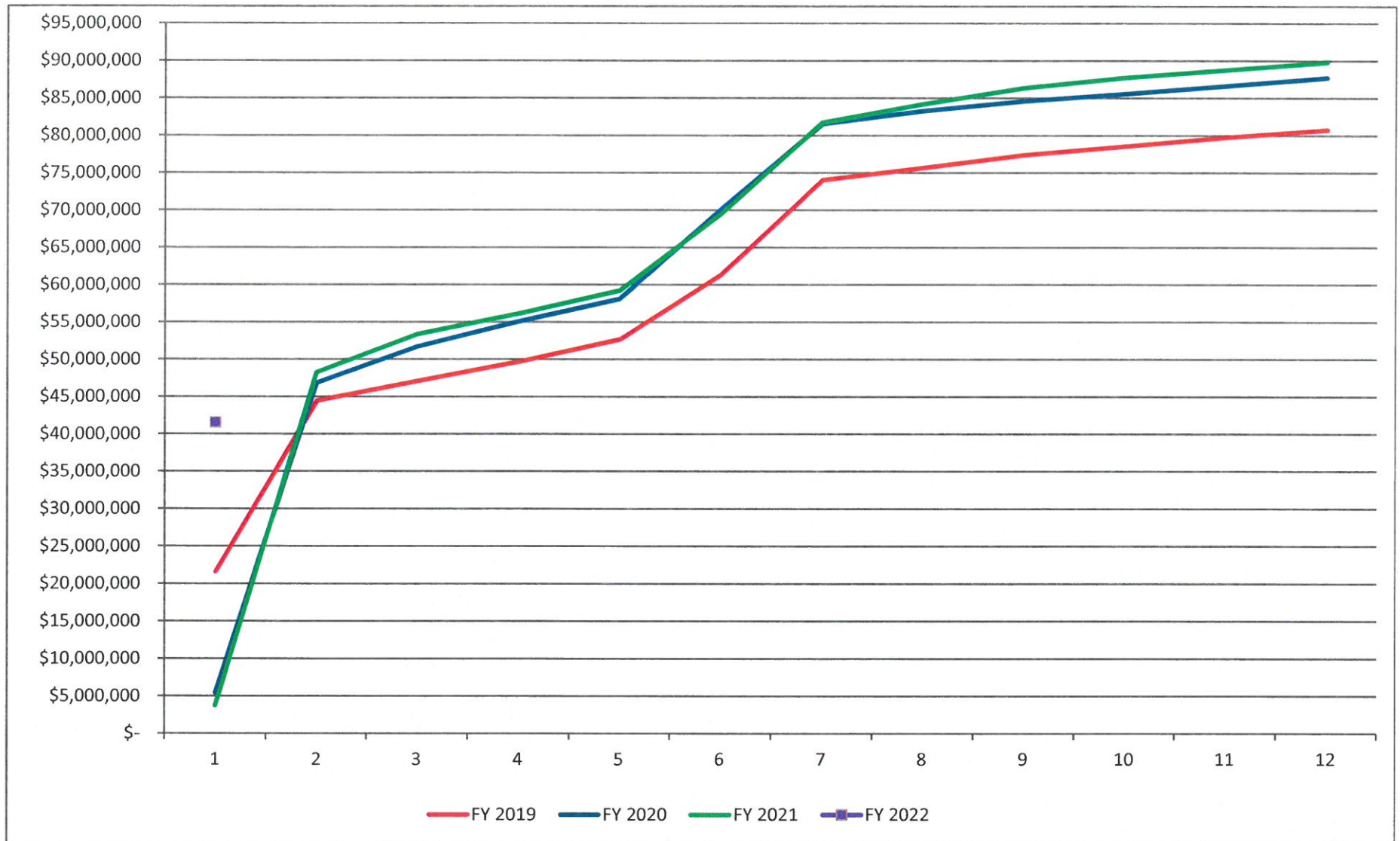




ROWAN COUNTY  
GENERAL FUND  
Fiscal Years 2019 - 2022

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

|      | July |            |
|------|------|------------|
| 2022 | \$   | 41,557,091 |
| 2021 | \$   | 3,711,393  |
| 2020 | \$   | 5,419,976  |
| 2019 | \$   | 21,573,977 |



**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:** September 10, 2021  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

9/10/2021

**Type**

Budget Amendment



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Prepared by: JHOWDEN  
Date: 8/27/2021

[illegible]

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Kelly Natoli, Assistant County Manager/HR Director  
**DATE:** 08-25-21  
**SUBJECT:** Contract Between Rowan County and Aviation Management Consulting Group

---

The Rowan County Board of Commissioners voted on 06/07/21 to award the bid for airport consulting services to Aviation Management Consulting Group. Attached please find the contract associated with this project for your approval.

Please approve the attached contract.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| Contract           | 8/25/2021          | Backup Material |

Approved Consent 9/7/21



**Fees:**

Based on the proposed scope of services and associated work plans, completing the elements concurrently, and AMCG's experience with similar projects, the services can be provided for the following fees (by element):

| Elements                                               | Budget    |
|--------------------------------------------------------|-----------|
| Element 1: Airport Assessment                          | \$31,250  |
| Element 2: Primary Management and Compliance Documents | \$42,750  |
| Element 3: Airport Advisory Body Bylaws                | \$5,000   |
| Element 4: Aeronautical Rent Study                     | \$16,500  |
| Element 5: Aeronautical Fee Study                      | \$18,750  |
| Total                                                  | \$114,250 |

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2021 for Register of Deeds. 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: 09/01/21

**BUDGET INFORMATION:**

Reviewed:

[illegible]



ROWAN COUNTY  
 REGISTER OF DEEDS - RESERVED FOR AUTOMATION  
 AND ENHANCEMENT PRESERVATION FUND  
 For Fiscal Year Ended June 30, 2021

|                                 | <u>Account Number</u> | <u>Account Name</u>             | <u>Balance</u>              |
|---------------------------------|-----------------------|---------------------------------|-----------------------------|
| Beginning balance               |                       |                                 | \$ 130,667.30               |
| Revenues                        | 1144181-425002        | Automation and Enhancement Fund | <u>87,867.95</u>            |
| Sub-total                       |                       |                                 | 218,535.25                  |
| Less:                           |                       |                                 |                             |
|                                 | 1154181-533001        | Contracted Services             | (63,585.00)                 |
|                                 | 1154181-534030        | Tech Serv & Maint               | -                           |
|                                 | 1154181-561005        | Office Supplies                 | (3,478.82)                  |
|                                 | 1154181-561095        | Other Small Equipment           | -                           |
|                                 | 1154181-564060        | Microfilm                       | (9,021.47)                  |
|                                 | 1154181-575000        | C/A: Equipment                  | -                           |
|                                 | 1154181-576030        | F/A: Equipment/Furnishings      | <u>(5,802.50)</u>           |
| Ending Balance                  |                       |                                 | <u><u>\$ 136,647.46</u></u> |
| Ending Balance                  |                       |                                 | \$ 136,647.46               |
| FY 2022 Fund Balance Restricted |                       |                                 | <u>(63,800.00)</u>          |
| FY 2022 BA Expenses             |                       |                                 | <u><u>\$ 72,847.46</u></u>  |

**Bevis, Lisa F**

---

**From:** Aldridge, Shane M  
**Sent:** Tuesday, August 31, 2021 9:55 AM  
**To:** Bevis, Lisa F  
**Subject:** RE: 2021 Reserves

Good morning Lisa,

We would like the \$72,847.00 allocated as follows:

|                                                   |                    |
|---------------------------------------------------|--------------------|
| <b>1154181-576030 F/A - FURN &amp; EQUIPMENT:</b> | <b>\$42,847.00</b> |
| <b>1154181-533001 CONTRACTED SERVICES:</b>        | <b>\$10,000.00</b> |
| <b>1154181-561005 OFFICE SUPPLIES:</b>            | <b>\$10,000.00</b> |
| <b>1154181-575000 C/A – EQUIPMENT:</b>            | <b>\$10,000.00</b> |

Thank you for doing this! Have a great day!



**Shane M. Aldridge**  
Senior Assistant Register of Deeds  
**Rowan County Register of Deeds**  
402 N. Main St. | Suite 102 | Salisbury, NC 28144  
P (704) 216-8642 | F (704) 216-8644  
[www.rowancountync.gov/rod](http://www.rowancountync.gov/rod)

---

**From:** Bevis, Lisa F  
**Sent:** Tuesday, August 31, 2021 9:19 AM  
**To:** Aldridge, Shane M <Shane.Aldridge@rowancountync.gov>  
**Subject:** 2021 Reserves

Hi Shane,

We have \$72,847 to carry over from last year in to FY22 in "4181" expenses. Can you send me a breakdown of which expenses you want the \$\$ to go to, please?

Thanks.

Lisa



*Be an original.*

Lisa F. Bevis | Assistant Finance Director  
Rowan County Finance Department  
130 West Innes St. Salisbury, NC 28144  
[p] 704-216-8162 [f] 704-216-8166  
[www.rowancountync.gov](http://www.rowancountync.gov)



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for the grant administrator, WithersRavenel, for CDBG 18-E-3052. Expenses of \$12,200 left to be paid on the contract and \$200 for reimbursable expenses.

BUDGET INFORMATION:

[illegible]

ROWAN COUNTY  
 CDBG 18-E-3052 CHEWY  
 GRANT ADMINISTRATOR  
 WITHERSRAVENEL (V #19823)  
 1154805-590029

| <u>Check Date</u> | <u>Check #</u> | <u>Work Period</u> | <u>Contract Amount</u> | <u>Invoice #</u> | <u>Earned</u> | <u>Reimbursable Expenses</u> | <u>Total Payment</u> | <u>Balance Remaining to be Paid</u> |
|-------------------|----------------|--------------------|------------------------|------------------|---------------|------------------------------|----------------------|-------------------------------------|
| Original contract |                |                    | \$ 35,000.00           |                  |               |                              |                      | \$ 35,000.00                        |
| 03/06/20          | 661330         | 01/31/20           |                        | 139542           | 2,500.00      | 57.66                        | 2,557.66             | 32,500.00                           |
| 04/01/20          | 662811         | 02/29/20           |                        | 140075           | 1,100.00      | -                            | 1,100.00             | 31,400.00                           |
| 06/12/20          | 665150         | 04/30/20           |                        | 141744           | 1,548.75      | -                            | 1,548.75             | 29,851.25                           |
| 07/17/20          | 666286         | 05/31/20           |                        | 142393           | 625.00        | -                            | 625.00               | 29,226.25                           |
| 09/04/20          | 667765         | 06/30/20           |                        | 143064           | 830.00        | 44.44                        | 874.44               | 28,396.25                           |
| 09/04/20          | 667956         | 07/31/20           |                        | 143623           | 2,078.75      | 1.00                         | 2,079.75             | 26,317.50                           |
| 10/02/20          | 671429         | 08/31/20           |                        | 144326           | 750.00        | -                            | 750.00               | 25,567.50                           |
| 02/05/21          | 676189         | 09/30/20           |                        | 144973           | 625.00        | -                            | 625.00               | 24,942.50                           |
| 02/05/21          | 676189         | 10/31/20           |                        | 145447           | 312.50        | -                            | 312.50               | 24,630.00                           |
| 02/05/21          | 676189         | 12/31/20           |                        | 146614           | 187.50        | -                            | 187.50               | 24,442.50                           |
| 03/05/21          | 677181         | 01/31/21           |                        | 147216           | 5,827.50      | -                            | 5,827.50             | 18,615.00                           |
| 04/01/21          | 678331         | 02/28/21           |                        | 148028           | 700.00        | -                            | 700.00               | 17,915.00                           |
| 05/07/21          | 679451         | 03/31/21           |                        | 148883           | 560.00        | -                            | 560.00               | 17,355.00                           |
| 07/30/21          | 682023         | 06/30/21           |                        | 150573           | 5,135.00      | 80.84                        | 5,215.84             | 12,220.00                           |
|                   |                | 07/31/21           |                        | 151263           | 1,435.00      | -                            | 1,435.00             | 10,785.00                           |
|                   |                |                    |                        |                  |               |                              |                      |                                     |
|                   |                |                    | \$ 35,000.00           |                  | \$ 24,215.00  | \$ 183.94                    | \$ 24,398.94         |                                     |



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for the DNP Concession Project.

BUDGET INFORMATION:

[illegible]

ROWAN COUNTY  
 FACILITIES MANAGEMENT  
 DNP CONCESSION PROJECT  
 SALCOA CONTRACTING, INC. (V #18858)  
 1154112-573023  
 C #21364

| Check Date        | Check # | Work Period | Contract Amount | Invoice # | Earned        | Retainage      | Total Payment | Project Balance | Retainage | Balance Remaining to be Paid |
|-------------------|---------|-------------|-----------------|-----------|---------------|----------------|---------------|-----------------|-----------|------------------------------|
| Original contract |         |             | \$ 911,525.00   |           |               |                |               |                 |           | \$ 911,525.00                |
| 12/11/20          | 674234  | 10/19/20    |                 | 7036-01   | 135,008.81    | (6,750.44)     | 128,258.37    | 776,516.19      | 6,750.44  | 783,266.63                   |
| 12/23/20          | 674567  | 11/30/20    |                 | 7036-02   | 124,228.63    | (6,211.43)     | 118,017.20    | 652,287.56      | 12,961.87 | 665,249.43                   |
| 02/12/21          | 676348  | 01/07/21    |                 | 7036-03   | 86,083.37     | (4,304.17)     | 81,779.20     | 566,204.19      | 17,266.04 | 583,470.23                   |
| 03/12/21          | 677364  | 02/15/21    |                 | 7036-04   | 141,397.00    | (7,069.85)     | 134,327.15    | 424,807.19      | 24,335.89 | 449,143.08                   |
| Change order #1   |         |             | 7,083.45        |           |               |                |               | 431,890.64      | 24,335.89 | 456,226.53                   |
| 04/16/21          | 678655  | 04/08/21    |                 | 7036-05   | 224,275.00    | (10,213.75)    | 214,061.25    | 207,615.64      | 34,549.64 | 242,165.28                   |
| 06/25/21          | 618858  | 05/28/21    |                 | 7036-06   | 59,161.00     | (3,958.05)     | 55,202.95     | 148,454.64      | 38,507.69 | 186,962.33                   |
| 07/23/21          | 681818  | 06/28/21    |                 | 7036-07   | 91,495.00     | (4,574.75)     | 86,920.25     | 56,959.64       | 43,082.44 | 100,042.08                   |
|                   |         | 07/30/21    |                 | 7036-08   | 56,959.64     | (2,847.98)     | 54,111.66     |                 | 45,930.42 | 45,930.42                    |
|                   |         |             | \$ 918,608.45   |           | \$ 918,608.45 | \$ (45,930.42) | \$ 872,678.03 |                 |           |                              |

000  
 5422  
 Balance 100,042.00 +  
 Budget 70,882.00 -  
 002  
 Paid Budget 29,160.00 \*  
 Paid 46,300.00



**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2021 for Animal Services Grants and donations. 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: 09/07/21

BUDGET INFORMATION:

Reviewed: \_\_\_\_\_

[illegible]

ROWAN COUNTY  
ANIMAL SERVICES - NATURE CENTER - RESERVES  
For Fiscal Year Ended June 30, 2021

| Area of Reserve                    | Beginning<br>Balance | Revenue<br>Acct Number | Add: YTD<br>Revenues | Account Numbers                                   | Expenditures   | Ending<br>Balance |
|------------------------------------|----------------------|------------------------|----------------------|---------------------------------------------------|----------------|-------------------|
| NC Science Museums Grant - FY 2017 | 2,609.14             | 1146440-434080         | -                    | 1156440-543033                                    | (2,609.14)     | -                 |
| NC Science Museums Grant - FY 2021 | -                    | 1146440-434080         | 60,000.00            | 1156440-510015/520010/520020/520025/585019/576900 | (56,229.94)    | 3,770.06          |
| Restricted Donations               | 44,490.19            | 1146440-464100         | 1,096.50             | 1156440-583041                                    | -              | 45,586.69         |
| Misc Donations                     | -                    | 1146440-464900         | 200.00               | 1156440-510015/520010/520020/520025               | (200.00)       | -                 |
| Total                              | \$ 47,099.33         |                        | \$ 61,296.50         |                                                   | \$ (59,039.08) | \$ 49,356.75      |

Cannot carry forward