ROWAN COUNTY COMMISSION AGENDA
June 21, 2021 - 6:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc0621
Password:062121

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

Webinar ID: 956 7949 5501

Password: 062121

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the June 7, 2021 Minutes

1 Consider Approval of Consent Agenda

A. HCCBG Combined Funding Plan for Aging Services FY 2022
B. ILS and Airfield Lighting Maintenance Contract
C. Lifting of Rental Moratorium
D. Construction Manager At RIsk Request for Qualifications
E. Engineering Fee Waterwheel Sloan Park
F. Duke Energy Easement Form 500 Airport Rd (Piedmont Skydiving)

G. Request for Approval T.O. 2021-01 HDR-Landfill
H. Blue Cross Blue Shield of NC Amendment and Contract
I. Contract for On-Site Nurse Practitioner Clinical Services
J. Tax Refunds for Approval
K. Bi-weekly Environmental Health Report
L. Contracts for Liability and Property Pool and Workers Compensation Pool
M. Renewal Services for Zoom Phone
N. Reappointment of Tax Collector
O. Woolpert, Inc., dba Data Cloud Solutions Contract Approval
P. Change Orders for Nina Dix Dog Adoption Center
Q. Contract Between DSS and Fresh Start Today
R. RFP Fleet Management Services
S. Performance and Payment Bond for Septic Tank Installation at New DNP Concession Stand

2 Public Comment Period

3 Public Hearing for HLC 01-21
4 Conduct Public Hearing for Text Amendment 01-21
5 Consider PE 03-21; Dragon Boat Festival
6 Financial Reports
7 Budget Amendments
8 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:	June 14, 2021
SUBJECT:	Consider Approval of the June 7, 2021 Minutes

ATTACHMENTS:

Description	Upload Date	Type
June 7, 2021 Minutes	6/16/2021	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 June 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, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a request from the County Manager that was emailed to the Board on June 2, 2021. The request was to add an item to the Consent Agenda for "Investing in our Children." The recommended motion included in the email was to Authorize the Finance Director to appropriate funds from General Government 1154112 – 583113 as follows:

1. Prevent Child Abuse Rowan $15,000
2. Partner's In Learning $40,000
3. Families First $20,000

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the addition as requested passed unanimously.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

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CONSIDER APPROVAL OF THE AGENDA
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the Commission Meetings held on May 17, 2021, May 26, 2021 and May 28, 2021 passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
The Consent Agenda consisted of the following:
A. Tax Refunds for Approval
B. Rowan County 4H NRA Grant
C. Consulting Services for Mid-Carolina Regional Airport
D. Juvenile Crime Prevention Council FY 21-22 Certification
E. Contract: CSS Environmental
F. Designation of Commissioner Klusman as Voting Delegate to NCACC Annual Conference
G. American Rescue Plan Award Acceptance
H. Schedule Public Hearing for HLC 01-21 for June 21, 2021
I. Rowan County, NC USDA Service Center No. 4 and No. 5
J. Schedule Public Hearing to Consider Text Amendment 01-21 on June 21, 2021
K. Ground Leased Hangar Transfer Grimstead Amos Lease Assignment T12
L. New CPS Positions
M. Bi-weekly Environmental Health Report
N. EC Rowan, LLC Security Satisfaction
O. Approval to Purchase Voting Equipment and Software
P. Change Order #2 for Dan Nicholas Park Concessions
Q. Environmental Health Specialist (On-Site)
R. Procurement Policy
S. Investing in our Children - Authorize the Finance Director to appropriate funds from General Government 1154112 – 583113 (Considered during Additions to the Agenda)

3. SPECIAL RECOGNITION
The Board of Commissioners surprised and recognized Creative Services Manager April Everette.

The Board joined Ms. Everette in front of the dais. Chairman Edds explained that several years ago the Commissioners began to ask if Rowan County was not only telling its story, rather was it telling the story in the right way. Chairman Edds shared the importance of showcasing the positives in Rowan County and how Ms. Everette had been key throughout the rebranding process that had followed.

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Chairman Edds noted that Ms. Everette was recently recognized by the Tourism Development Authority (TDA) and presented with the first-ever Rowan Brand Champion Award.

Chairman Edds continued by saying the Commissioners wished to express its appreciation to Ms. Everette. Ms. Everette was then presented with an engraved clock from the Board, symbolic to the tremendous amount of time Ms. Everette had dedicated to the rebranding efforts.

In closing, Chairman Edds said the Board was proud of Ms. Everette and genuinely appreciative of her behind the scenes work and dedication.

3. 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.

4. PUBLIC HEARING TO CONSIDER Z 03-21

Assistant Planning Director Shane Stewart provided a power point as he presented the staff report for Z 03-21 and SNIA 04-21. Mr. Stewart stated that on December 11, 2017, John Darrell Shell purchased a one (1) acre Rural Agricultural (RA) zoned parcel containing a double-wide manufactured home at 375 Wade Drive referenced as Parcel ID 126-098. Mr. Shell obtained a preliminary zoning approval on January 5, 2018 to replace the manufactured home and a "garage apartment" constructed to the single-family dwelling standards but to staff's knowledge, did not pursue the replacement any further.

Mr. Shell sold the parcel to East Coast Developers Co., LLC (EC) (doing business as Carolina Siteworks) on November 10, 2020, which owns the adjacent parcel addressed as 300 Wade Drive and referenced as Parcel ID 126-052. According to the NC Secretary of State website, Mr. Shell is the member manager of EC.

Planning Staff recently became aware the property was no longer being used for residential purposes. Pictometry images from February 9, 2019 show stockpiles of what appears to be stone and other materials along with equipment parking surrounding the manufactured home.

Mr. Shell requested the rezoning of one (1) acre (Tax Parcel 126-098) from RA to Commercial, Business, Industrial with a Conditional District (CBI-CD) to allow "parking of equipment and vehicles; stockpile storage for stone, sand, and recycled asphalt; and storage of construction materials". The site plan indicated two (2) structures totaling 1,440 square feet, an arrangement of material stockpiles, parking area for construction equipment, six (6) foot chain link fencing, and a proposed twenty (20) foot buffer along two (2) sides of the property and a twenty-seven (27) foot buffer on the eastern property line proposing evergreens per ordinance requirements.

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The property was located in the Dutch Buffalo Creek Watershed (WSII BW), which limited non-residential impervious coverage to 12% (built upon area). Mr. Shell also requested a Special Non-residential Intensity Allocation (SNIA 04-21) to use the maximum allowance of seventy (70) percent impervious coverage. The site plan indicated the use of ABC stone (generally 1 to 1 ½ inch) recycled asphalt for surfacing. SNIA authorization allowed the Commissioners to identify up to ten (10) percent of the acreage in specific watersheds that may exceed the administrative allowance of 12% and permit up to 70% impervious coverage.

Continuing with the power point, Mr. Stewart noted the staff report contained information as to conformity with adopted plans/policies; conditions in the vicinity; compatibility of uses, potential impacts on roads, utilities and schools.

Procedurally, Mr. Stewart said the Board must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision was also necessary.

With regards to public notice, letters were mailed to the four (4) adjacent property owners within 100' of the subject property on May 24, 2021. On May 25, 2021 signs were posted on the property and on May 24, 2021 and June 1, 2021 notices were published in the Salisbury Post.

The Planning Board voted unanimously on April 26, 2021 to recommend approval of the request as presented. The decision was based on the following statements:

Statement of Consistency: "Z 03-21 is consistent with the Eastern Land Use Plan; it is a less intensive land use; it is the expansion of an existing business".

Statement of Reasonableness – "The proposed use is compatible with the Eastern Land Use Plan; there is no benefit to the owner at the expense to neighboring properties; surrounding uses are similar".

According to the staff report, Staff's primary concern with the use related to visual impacts. The owner would plan the required buffer along the northern line and was encouraged to do the same on the south and east lines even though adjacent structures appeared to be more than 200' from the operational area where screening was required. Staff had not received any complaints from neighbors regarding the current operation.

Chairman Edds asked if the applicant wished to address the Board. Mr. Shell came forward and expressed appreciation for the Board's consideration of the request and the opportunity to expand.

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Chairman Edds opened the public hearing to receive citizen input regarding Z 02-21 and SNIA 04-21. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows:
Z 03-21 is consistent with the Eastern Land Use Plan; it is a less intensive land use; it is the expansion of an existing business. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved approval of the Statement of Reasonableness as follows: The proposed use is compatible with the Eastern Land Use Plan; there is no benefit to the owner at the expense to neighboring properties; surrounding uses are similar. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Z 03-21 and SNIA 04-21 passed unanimously.

5. PUBLIC HEARING TO CONSIDER Z 04-20 AMENDMENT: MORGAN WELL

Planning Director Shane Stewart presented the staff report for the rezoning petition and provided a power point as he discussed Z 04-20.

On November 16, 2020 the Board of Commissioners approved the rezoning of 3.13 acres located at the corner of Bostian and Old Beatty Ford Road from Rural Agricultural (RA) to Commercial, Business, Industrial with a Conditional District (CBI-CD) to accommodate a 4,000 square foot water well drilling contractor business. Prior to construction it was discovered the property did not perk for a new septic system behind the building as originally planned but did perk 380' due east of the building providing an opportunity to extend their fencing to enclose a large area behind the building for outdoor storage. Morgan Well focused on the completion of their building and indicated they would request a plan modification thereafter for storage expansion. Their office received a Certificate of Occupancy (CO) from the Building Inspections Department on April 6, 2021.

On behalf of Morgan Well and Pump, Inc., applicant and project engineer, Sam King, Jr., requested an amendment to a previously approved conditional district rezoning (CBI-CD) for Morgan Well and Pump located at 1840 Bostian Rd. China Grove to modify the approved site plan to expand an outdoor storage area. The 3.13-acre parcel is further referenced as Parcel ID 140-233.

Using the power point, Mr. Stewart showed the property in question, as well as the surrounding areas.

Mr. Stewart referred to the plan details, consistency with the districts purpose/intent; conformity with adopted plans and policies; compatibility of uses; potential impacts on utilities and schools.

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Procedurally, Mr. Stewart stated the Board must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest. A statement analyzing the reasonableness of the decision was also necessary.

Letters were mailed on May 24, 2021 to four (4) adjacent property owners (within 100' of subject property). Signs were posted on the property on May 25, 2021 and notices appeared in the Salisbury Post on May 24, 2021 and June 1, 2021.

The Planning Board met on April 26, 2021 and other than the owner/application, no one attended the meeting. The Planning board voted unanimously to recommend approval of the request as presented based on the following statements:

Statement of Consistency – "Z 04-20 request is consistent with Area 3 of the Eastern Land Use and along the Highway I-85 corridor; the property is also located adjacent to a Regional Node at Old Beatty Ford Road I-85".

Statement of Reasonableness – "The request is consistent with Area 3 of the Eastern Land Use and along the Highway I-85 corridor; the property is also located adjacent to the Regional Node at Old Beatty Ford Road I-85".

With regards to staff comments, Mr. Stewart noted that Old Beatty Ford Road was the longest secondary road (non-highway) in the county and an important thoroughfare for southern Rowan. The new I-85 interchange for the area had increased the importance considerably for the 5.5-mile gap between NC 152 Highway and Lane Street. The interchange and corridor afforded new economic development opportunities for the area and was the focus of the City of Kannapolis (City) with the 385-acre expansion of their municipal limits.

The City zoned the newly annexed area AG as a placeholder district until specific plans were presented and the appropriate zoning district (2) identified. The south corridor plan did not recommend "pre-zoning" property in the study area, which was consistent with the historical approach of the County to typically zone property based on its current versus potential future use. The request before the Board was the first rezoning request within the study area. Planning Staff encouraged the applicant to consider the design elements of the project with respect to both the east and south corridor plan recommendations. As a result, landscaping and lighting comments were added.

Chairman Edds opened the public hearing to receive citizen input regarding the amendment to Z 02-20. With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to adopt the Statement of Consistency as follows:
Z 04-20 request is consistent with Area 3 of the Eastern Land Use and along the Highway I-85 corridor; the property is also located adjacent to a Regional Node at Old

Beatty Ford Road I-85. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved to adopt the Statement of Reasonableness as follows:
The request is consistent with Area 3 of the Eastern Land Use and along the Highway I-85 corridor; the property is also located adjacent to the Regional Node at Old Beatty Ford Road I-85. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the Z 04-20 Amendment for Morgan Well passed unanimously.

6. PUBLIC HEARING: CONSIDER ELIMINATION OF ROWAN EXPRESS ROUTE

Airport and Transit Director Valerie Steele said the Board of Commissioners had scheduled the public hearing to receive citizen input regarding the proposed elimination of the Rowan Express route. The purpose for the elimination would be to increase transportation for life-sustaining services.

Ms. Steele provided a power point as she discussed the recommendation to discontinue Rowan Express beginning in FY 2022. According to Ms. Steele the service was not highly utilized, resulting in an ineffective use of County funds. Ms. Steele discussed the ridership data. Beginning July 1, 2021 there would be no funds available to operate the service.

Ms. Steele said at this point, it was not about the dollars but rather what the County was doing with the dollars. Ms. Steele noted that sixteen (16) people had been on a dialysis wait list for one day per week since 2019 and the County did not have funding available to assist with transit for them. Ms. Steele said if there was close to $200,000 made available, it would be better utilized to provide transportation for these types of life-sustaining services.

In response to an inquiry from Commissioner Greene, Ms. Steele explained that one (1) of the two (2) vehicles being used for Rowan Express had a lift and the goal going forward was to have lifts put on all replacement vehicles.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed elimination of the Rowan Express route. The following individuals came forward:

- Connie Byrne, a resident of Kannapolis, said she understood the financials; however, she asked that the financials be analyzed for pre-pandemic use. Ms. Byrne noted that decreased ridership of Rowan Express was due to the COVID-19 Pandemic. Ms. Byrne said there were people who relied on Rowan Express and she encouraged the Board to consider the ridership prior to the Pandemic.

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With no one else coming forward, Chairman Edds closed the public hearing.

Chairman Edds asked Ms. Steele if she had any data regarding the ridership pre-2020 and Ms. Steele responded as follows:

- FY 2020 had a total of 14,243 rides
- FY 2019 had a total of 13,750 rides
- FY 2018 had a total of 15,701 rides
- FY 2017 had a total of 17,877 rides

Ms. Steele referred to the previous contract with MV Transportation and explained the difference in how the numbers varied once the County brought Rowan Transit in-house. Ms. Steele said there were more people benefitting from the on-demand service as opposed to Rowan Express service.

Further discussion ensued as to grant funding and also the fact the Transportation Advisory Board (made up of stakeholders) had submitted a letter in support of discontinuing Rowan Express in order to provide more life-sustaining services.

Commissioner Klusman noted that as much as she hated to discontinue a public transportation option, she felt there was a huge need for medical services and getting people to those services. Commissioner Klusman said it was a serious matter for the Board to hear sixteen (16) dialysis patients had been on a wait list since 2019.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to discontinue Rowan Express, effective July 1, 2021, passed unanimously.

Chairman Edds called for a recess at 3:56 p.m. and reconvened the meeting at 4:07 p.m.

7. PUBLIC HEARING: FY 2021-22 PROPOSED BUDGET

County Manager Aaron Church provided a power point as he discussed the FY 2022 budget. Mr. Church said the budget was balanced and prepared in accordance with the Local Government Budget and Fiscal Control Act.

The total proposed budget was $195,500,574 with the following breakdown:

• FUND 101 General Fund	$174,457,202
• FUND 201 Fire District Fund	$7,047,794
• FUND 202 Emergency Telephone Fund	$563,748
• FUND 501 Risk Management Fund	$1,429,894
• FUND 601 Landfill Fund	$8,324,499
• FUND 603 Airport Fund	$3,225,257
• FUND 605 Water Fund	$452,180

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FY 22 BUDGET

FY 21 Adopted Budget	$153,521,214
FY 22 Requested	$312,814,129
FY 22 Manager Recommended	$174,457,202
FY 22 Increase from FY 21	$20,935,988

13.6% increase over last year

FY 22 REVENUE

- Property Tax Base $13,910,000,000
  Increase over last year **1.09%**
- Tax Collection Rate (no change) 96.50%
- Tax Rate (no change) 65.75 Cents
- Sales Tax Original 21 +**$5,873,000** or **+24.68%**
- Sales Tax Actual 20 +**$1,141,879** or **+4%**

FY 22 REVENUE

Sales Tax **+$5,873,000** or +**24.68%**

"The Great Inflation" *referred to by the Federal Reserve was 1965 to 1982. In 1980 inflation "reached more than 14%." This year's sales tax projections are 24.68% over last years projected sales tax. Federal Government dollars related to COVID-19 will or has exceeded over $100,000,000 for schools, municipalities and the County.*

FY 22 REVENUE

Adopted Budget Fund Balance Appropriation

- FY 20 Adopted $11,530,657
- FY 21 Adopted $6,770,590
- FY 22 Recommended $12,550,262

FY 22 CONTINUATION BUDGET HIGHLIGHTS

WEST END PLAZA

- FY 2019 Balance $1,532,998
- FY 2020 Transfer $1,299,960
- FY 2021 Transfer $1,440,160
- FY 2022 Transfer 1,753,660

Projected FY 2022 Beginning Balance $ 6,026,638

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FY 22 CONTINUATION BUDGET HIGHLIGHTS

Department	Vehicles	Estimated Cost
Emergency Services	4	$ 838,032
Transit	10	677,935
Sheriff	20	768,216
Animal Enforcement	1	31,000
Facilities Management	1	45,000
Building Inspections	1	31,000
Total	37	$ 2,391,183

FY 22 EXPANSION HIGHLIGHTS

- Positions Requested 37
- Requested Cost $2,335,413
- Positions Recommended 5
- Recommended Cost $430,819

COVID-19 Positions Recommended 5 Temporary Position Cost $348,874

PERMANENT POSITIONS

Department	Title	Cost
Finance	Accountant II	$ 94,160
Register of Deeds	Deputy Register of Deeds	49,586
Building Inspections	Building Inspector	106,309
Health Department	Environmental Health Specialist	90,872
Health Department	Environmental Health Specialist (OWW)	89,892
Total Increase		$ 430,819

TEMPORARY POSITIONS

Department	Title	Cost
Finance	Analyst	$ 74,920
Emergency Services	Community Paramedic	63,630
Emergency Services	Community Paramedic	63,630
Emergency Services	Community Paramedic	63,727
Emergency Services	Community Paramedic	63,727
Total Increase		$ 348,874

FY 22 EXPANSION HIGHLIGHTS

- 2% Cost of Living Adjustment (COLA) $1,141,366
- Premium Pay $2,000 Per Employee (ARP)
- Longevity / Merit .5% to 2% $525,719
- 1/3 Upgrades and Career Development

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Department	Salary
Airport	$ 32,787
Tax Assessor	48,482
Department of Social Services	253,655
Facilities / Parks	182,629
Finance	28,799
Information Technology	44,649
Planning	25,099
Sheriff	27,844
Soil & Water	8,550
Telecommunications	119,450
Veterans Services	20,631
TOTAL (Minus Reimbursement)	$792,575

Rowan-Cabarrus Community College

For FY 2022, the College requested $54,186,709. This request includes a request for funding the project approved by the voters in FY 2020. The recommended budget does not include this project at this time. However, $1 million dollars is being recommended to assist the college with architect fees in anticipation for the project starting in FY 2023, in which a tax increase of approximately 3.5 cents will be required. The $1 million dollars shall be paid back to the County with the general obligation bond proceeds.

New Debt

(not including school capital)

Item	Total Cost	Annual Debt Payment
Airport Hangar Expansion	$12,500,000	$ 1,150,000*
West End Plaza Renovations	$15,000,000	$ 1,377,000
Radio Infrastructure and New Radios	$10,500,000	$ 1,104,000
TOTAL	$38,000,000	$ 3,631,000

FY 22 School Funding

School System	FY 2021	Total Proposed Funding for FY 2022
Rowan-Salisbury Schools (Current Operating)	$ 36,027,914	$ 35,487,883
Rowan-Salisbury Schools (Current Capital)	2,291,844	854,731
Debt Service for $55 Million	-	2,524,500 *
Architect fees	-	2,100,000 **
Water, sewer and storm water	-	4,000,000
Total	$ 38,319,758	$ 44,967,114

** This is the estimated amount to pay the debt service on $55 million starting February 1, 2022. If the budget is adopted as presented, this shall be considered approval of $55 million in new debt, which will increase the debt in FY 2023 in the amount of approximately $2,524,500, subject to interest rates.*

*** This expenditure of estimated architect fees will authorize the Board of Education to commence on July 1, 2021 on the design and construction of a new school not to exceed $55 million, including land acquisition and architect fees. This expenditure will be offset and repaid to the County through loan proceeds if the budget is adopted as presented. For example, if the amount of architect fees expended from July 1, 2021 through February 1, 2022 is $2.1 million, this shall reduce the debt capacity for the new school from $55 million to $52.9 million.*

School System	FY 2021	Total Proposed Funding for FY 2022
Kannapolis City Schools (Current Operating)	$ 2,486,213	$ 2,516,666
Kannapolis City Schools (Current Capital)	158,156	60,614
Total	$ 2,644,369	$ 2,577,280

School System	FY 2021	Total Proposed Funding for FY 2022
Charter Schools	1,479,384	1,907,271

		Department	Reason	Amount
1	Expenditure	Information Technology	Technology Expansion for Inspections and Development Review Process	$ (135,000.00)
2	Expenditure	Parks	Increase in repairs and maintenance	$ (14,000.00)
3	Expenditure	NC Forest Service	Expansion request - Vehicle purchase	$ (28,000.00)
4	Expenditure	Tourism Authority Loss Reven	Loss Revenue ARP	$ (410,000.00)
5	Expenditure	Tourism Reimbursement	ARP	$ (85,000.00)
6	Expenditure	Tourism Miscellaneous	ARP	$ (100,000.00)
		(Non-Profits)		
7	Revenue	Investing in our Children	Line item 1154112-583113 Manager Recommended $100,000	$ 100,000.00
			Commissioner Requested to reduce to Zero.	
8	Expenditure	Prevent Child Abuse Rowan	Commissioner requested to create new line item in Special Appropriations	$ (40,000.00)
		Triple P Intensive Parenting		
		Program		
9	Expenditure	Partners in Learning	Commissioner requested to create new line item in Special Appropriations	$ (40,000.00)
		Triple P Intensive Parenting		
		Program		
10	Expenditure	Families First	Commissioner requested an Increase to Line Item 1155090-59116	$ (28,000.00)
		Intensive Parenting Program	from $8,000 to $28,000	
11	Revenue	ARP	Tourism Expenses	$ 595,000.00
12	Revenue	ARP	Water Line Booster Station	$ 1,000,000.00
			REDUCTION in FUND Balance Appropriation	$ 815,000.00

Mr. Church reviewed the items above that were overlooked and/or not considered during the budget process. Mr. Church highlighted the reasoning for adding the items to the budget now and how the changes would affect the fund balance appropriation.

Mr. Church noted another requested change, which was received earlier in the day from the Tax Collector to eliminate the $5 pet fee from the tax bills. Mr. Church explained that citizens were supposed to list the number of dogs they have and they were then assessed a $5 fee per animal. Mr. Church said if the fee was eliminated, another $13,000 would need to be added to the list above.

Chairman Edds suggested the Board consider the fee now in order to avoid coming back to the issue later.

Commissioner Caskey moved, Commissioner Greene seconded and the vote to delete the pet fee passed unanimously.

Commissioner Caskey asked if American Rescue Plan (ARP) funds for the waterline booster station could be transferred into the Water Fund. Mr. Church said the ARP funds were currently being kept separately and tracked in a spreadsheet. Mr. Church said if budget adopted as presented, the $1 million from ARP funds would be moved into the Water Fund where it would sit. According to Mr. Church, the County had already moved $1 million of County funds into the Water Fund to pay for the booster pump station and other miscellaneous lead and copper issues before the County became aware of ARP funds.

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Commissioner Klusman asked for confirmation the approved uses for ARP funds must be connected to COVID-19. Mr. Church clarified by saying, “unless it’s water and sewer.”

Commissioner Klusman said there were other things COVID-related that she believed would need to be done for public health. Commissioner Klusman expressed hope the rest of the ARP funds would “stay put” until the Health Department had the opportunity to discuss the matter with the County Manager.

Chairman Edds said Mr. Church was showing the projects the Board was currently ready to begin and that qualified for ARP funds. Chairman Edds said the funds would flow through the FY 2022 budget. The expenses for the remaining ARP funds would be determined later.

Chairman Edds said Mr. Church had previously provided a spreadsheet that had been reviewed by the Board.

Commissioner Klusman responded her understanding had been the spreadsheet contained suggestions. Mr. Church stated Commissioner Klusman was correct and he added that adopting the recommended budget would be moving money from the ARP to pay for different items.

Mr. Church had the spreadsheet displayed so he could review and adjust the items projected to be paid with ARP funds.

Mr. Church noted $4 million on the spreadsheet for Rowan-Salisbury School System (RSSS) to be spent on water/sewer from ARP funds. Mr. Church said if the Board did not want to spend $10 million of ARP funds, it could eliminate some of the suggested items on the spreadsheet.

Commissioner Caskey expressed interest in reinstituting the Joint Planning Committee (JPC), which consisted of members of the Board of Education and Board of Commissioners. Commissioner Caskey felt the JPC would help the County determine if RSSS needed the $4 million for water/sewer, or, if more funds were needed.

Mr. Church said the $4 million could be reduced to $1 million for the FY 2022 budget, and then budget $1 million upcoming budgets, if needed. Mr. Church said reducing the water/sewer to $1 million also gave the Board the flexibility for other larger projects if the need arose. Mr. Church pointed out the Treasury could deny any of the construction projects.

Commissioner Pierce agreed with Commissioner Caskey and said unless RSSS showed a need for the $4 million he did not feel the Board should set aside $4 million for the FY 2022 budget. Commissioner Pierce agreed the JPC should meet in order to assist with

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direction for the needs of RSSS and how the County could meet those needs within the budget.

Chairman Edds felt Superintendent Dr. Tony Watlington would appreciate the opportunity to meet.

Commissioner Klusman said an urgent need at the Health Department was for a second person on the PORT team to help with peer counseling. Commissioner Klusman said there had been an approximate 60% increase for those in need of counseling because of the COVID-19 Pandemic. Commissioner Klusman said the position would fall under mental health and therefore qualify for ARP funds.

Chairman Edds said of the twenty-nine (29) Volunteer Fire Departments (VFD) in the County, seven (7) had requested a tax increase. Chairman Edds said he and Commissioner Caskey had tried to attend the public hearings of the VFD held in the respective communities. The VFD that had requested a tax increase were as follows:

1. Atwell Township – from 0.0775 to 0.0975
2. Bostian Heights – from 0.0845 to 0.0900
3. Franklin Township – from 0.0716 to 0.0900
4. Locke Township – from 0.0900 to 0.0975
5. Miller Ferry- from 0.0800 to 0.0875
6. South Rowan (China Grove) – from 0.0855 to 0.0900
7. West Rowan – from 0.0700 to 0.0900

Chairman Edds opened the floor for Board discussion.

Commissioner Caskey said most of the requested increases were due to personnel needs as a result in the difficulty of getting volunteers to serve. Commissioner Caskey said society had changed and it was hard to get volunteers to provide the needed coverage. Commissioner Caskey said he was comfortable with the increases.

Commissioner Caskey reported no citizens had spoken in opposition to the proposed increases at the VFD public hearings. Commissioner Caskey said the members of the VFD had a great “service heart” for the community. Commissioner Caskey noted many of the volunteers had served for years and were at the point they wanted to turn their service over to a younger generation. Commissioner Caskey said the requests were mostly for personnel to maintain services.

Chairman Edds echoed the comments of Commissioner Caskey and agreed culture was changing and communities were losing volunteers. Chairman Edds stated he had been struck at the public hearings by the quality men and women within the VFD and how they worked for the community with little resources.

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Chairman Edds continued by explaining how hard the VFD had worked to get their protection class lowered, which resulted in lower insurance rates for homeowners. Chairman Edds said with fewer volunteers, the VFD were having to pay staff to provide coverage. Chairman Edds said there were regulations in place requiring equipment, tires, etc. to be kept in certain condition. Chairman Edds also mentioned the growth and changes in the County such as along the I-85 corridor, which placed additional call volumes on the VFD in those areas. Chairman Edds supported the requests.

Commissioner Klusman agreed the County was "exploding" with development, which would put more stress on the VFD. Commissioner Klusman supported the increases.

Commissioner Greene stated he had always supported the VFD and agreed it was harder for them to provide coverage with less volunteers. Commissioner Greene pointed out the differences in the VFD budgets, noting some of the VFD operated on shoestring budgets. Commissioner Greene talked about rising fuel prices and the impact the increased prices would have on the departments. Commissioner Greene said he did not want to see VFD go to having fulltime employees. He reluctantly supported the tax increases because he did not currently have a better answer for the dilemma in providing adequate coverage.

Chairman Edds asked if there were any projects not listed in the recommended budget the Commissioners would like to include.

- Commissioner Klusman said she would like to add a fulltime person in the Health Department to the PORT team for Peer Counseling. Commissioner Klusman said the cost was $52,000 and could be paid through ARP funds under mental health.

- Commissioner Caskey presented three (3) requests:
    1. Increase to Crime Stoppers from $1500 to $2000
    2. Include an Office Assistant II part-time position for Veteran Services at $16,000.
    3. Include the request from the Sheriff's Department for a Warrant Squad that would consist of Two (2) Master Deputies and Two (2) Deputies starting January 1, 2022 at an estimated cost of $368,000. This included equipment and six (6) months of salaries.

- Chairman Edds requested the Board put out a Request for Qualifications (RFQ) for a lobbying firm for the County to assist with obtaining grants/funding for infrastructure, industrial parks, etc. The cost was not to exceed $5,000 per month.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed FY 2021-22 budget. The following citizen came forward to address the Board:

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- Cindy Fink, Executive Director for Meals on Wheels (MOW) discussed gaps identified during the COVID-19 Pandemic. Ms. Fink said during the Pandemic, it was found depression and social isolation for seniors climbed dramatically. Ms. Fink said MOW began a Charlie Pilot Project (with Charlie being a tablet that used a touch screen for seniors to communicate and engage each day). Ms. Fink expressed hope that an additional Charlie's could be provided in the upcoming year. Ms. Fink discussed the funding for meals and asked for an additional $12,000 (for a total of $85,000) to help meet the gap in senior nutritional needs.

Commissioner Pierce inquired as to the cost of a Charlie tablet and Ms. Fink said approximately $250 to $300. Ms. Fink said the tablets were delivered during COVID-19 directly to the seniors. Additionally, Ms. Fink said there was a monthly service fee of $50 for cellular and $30.00 for Wifi.

In response to Commissioner Pierce, Ms. Fink explained that a coordinator worked with the seniors to determine who needed a tablet, i.e., those who did not have family nearby. Ms. Fink said they had learned the tablets did not work as well for those who were not technologically advanced or those with dementia.

Commissioner Pierce asked the County Manager to see if ARP funds could be used for the tablets and Mr. Church inquired as to how many tablets were needed. Ms. Fink said a grant was received from the Cannon Foundation for the purchase of twenty-five (25) tablets and the ultimate goal was to have one-hundred tablets available.

Commissioner Pierce requested to add the $12,000 as requested by Ms. Fink for MOW.

Chairman Edds said the Board had seven (7) funds to consider approval of.

GENERAL FUND 101

- Commissioner Klusman moved to approve General Fund 101 as presented with the changes that had been requested. The motion was seconded by Commissioner Pierce and passed unanimously.

  (***Please Note***: The motion above to approve General Fund 101 was requested to be amended at the conclusion of the budget approval process. The vote to amend the motion occurred at the conclusion of agenda item #12 (to reflect the figures below).

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The final approved changes were as follows:

Rowan County
FY 2022 Additions to Budget

Department	**Reason/Amount**		
Expense	Information Technology	Technology Expansion for Inspections and Development Review Process	$ (135,000.00)
Expense	Parks	Increase in repairs and maintenance	$ (14,000.00)
Expense	NC Forest Service	Expansion request - Vehicle purchase	$ (28,000.00)
Expense	Tourism Authority	Loss Revenue Loss Revenue ARP	$ (410,000.00)
Expense	Tourism Reimbursement	ARP	$ (85,000.00)
Expense (Non-Profits)	Tourism Miscellaneous	ARP	$ (100,000.00)
Revenue	Investing in our Children	Line item 1154112-583113 Manager Recommended Commissioner Requested to reduce to Zero.	$100,000.00
Expenditures	Prevent Child Abuse Rowan Triple P Intensive Parenting Program	Commissioner requested to create new line item in Special Appropriations	$ (40,000.00)
Expenditures	Partners in Learning Triple P Intensive Parenting Program	Commissioner requested to create new line item in Special Appropriations	$ (40,000.00)
Expenditures	Families First Intensive Parenting Program	Commissioner requested an Increase to Line Item 1155090-59116 from $8,000 to $28,000	$ (28,000.00)
Revenue	ARP	Tourism Expenses	$ 595,000.00
Revenue	ARP	Water Line Booster Station	$ 1,000,000.00
Expense	Tax Collector	Remove pet fees - voted on by BoC - June 7, 2021	$ (18,000.00)
Expense	Social Services	5 Total CPS positions approved in Consent Agenda - June 7, 2021	$ (225,000.00)
Expense	Sheriff's Office	Crimestoppers - $1500 -> $2000	$ (500.00)
Expense	Veterans Services	Part time position - Office Assistant II	$ (16,000.00)
Expense	Sheriff's Office	Two Master Deputies / Two Regular Deputies (starting Jan 1, 2022)	$ (368,000.00)
Expense	Health Department	Peer Support Specialist	$ (52,000.00)
Revenue	Health Department	offset from ARP	$ 52,000.00
Expense	General Government	Lobbying Support (not to exceed $5000/month RFQ)	$ (60,000.00)
Expense	Meals on Wheels	Request additional funding	$ (12,000.00)
Revenue	Rowan Salisbury Schools	Reduce $4M in proposed budget to $1M for FY22 only (RSS Water & Sewer)	$ 3,000,000.00
Expense	Rowan Salisbury Schools	offset from ARP funds (RSS Water & Sewer)	$ (3,000,000.00)
		REDUCTION in Fund Balance Appropriation	**$ 115,500.00**

FUND 201 – FIRE DISTRICT FUND

Chairman Edds said the tax rate for all of the Volunteer Fire Departments would remain the same with the exception of the following seven (7) districts:

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- Atwell Township – from 0.0775 to 0.0975
- Bostian Heights – from 0.0845 to 0.0900
- Franklin Township – from 0.0716 to 0.0900
- Locke Township – from 0.0900 to 0.0975
- Miller Ferry- from 0.0800 to 0.0875
- South Rowan (China Grove) – from 0.0855 to 0.0900
- West Rowan – from 0.0700 to 0.0900

Based on the information as stated by Chairman Edds, Commissioner Klusman moved approval of Fund 201 - Fire District. The motion was seconded by Commissioner Greene and passed unanimously.

FUND 202 EMERGENCY TELEPHONE SYSTEM

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve Fund 202 - Emergency Telephone System carried unanimously.

FUND 501 RISK MANAGEMENT

Commissioner Klusman moved to approve Fund 501 – Risk Management, followed by a second from Commissioner Greene. The motion passed unanimously.

FUND 601 LANDFILL

Commissioner Klusman moved approval of Fund 601 – Landfill. The motion was seconded by Commissioner Pierce and carried unanimously.

FUND 603 AIRPORT

Commissioner Klusman moved to approve Fund 603 – Airport. The motion was seconded by Commissioner Greene and passed unanimously.

FUND 605 WATER

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve Fund 605 – Water carried unanimously.

Chairman Edds explained to the public the County had over $100 million of ARP funds coming from the Federal Government for COVID-19 related expenses, with a few exceptions. Chairman Edds said there were different rules as to how the funds could be spent for colleges, schools and the municipalities. Chairman Edds stated the County planned to use some of the ARP funds for the school system in areas where the school system could not. Chairman Edds said there was a lot of confusion for this year's budget.

Chairman Edds recalled in the last year county employees did not receive a Cost of Living Adjustment (COLA) and the FY '22 budget included a 2% COLA. Chairman Edds said county employees were considered essential workers during the Pandemic and the fulltime employees would receive $2,000 in premium pay from the ARP funds. Chairman

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Edds explained how longevity and merit pay were factored in, as well the 1/3 pay from the pay study.

Chairman Edds said the County had spent way below its means last year and the ARP funds were making the County's budget look larger than it really was for FY 2022.

In closing, Chairman Edds said the County was prospering and bringing in opportunities and new amounts of revenue on economic development side. Chairman Edds said the County would invest in education, the airport, mental health, etc. and continue to move ahead.

County Manager Aaron Church referred to the discussion for RSSS water/sewer and asked for clarification on the amount for inclusion in the FY 2022 budget. Commissioner Greene said the amount should be $1 million. Mr. Church asked if the Board would consider amending the motion to reflect approval of General Fund 101 with $1 million for RSSS water/sewer. (*Note: The motion to amend approval of General Fund 101 was made at the conclusion of agenda item #12*).

8. DISCUSSION REGARDING PROPOSED FY 2021-22 BUDGET

The discussion regarding the proposed FY 2021-22 Budget occurred during agenda item #7 (*Public Hearing: FY 2021-22 Proposed Budget).*

9. TASK ORDER 15 MCGILL ACCESS ROAD AND UTILITIES BID

County Manager Aaron Church and Matt Oetting with McGill Associates discussed Task Order #15. Mr. Church said the Task Order was for $8,000 for McGill to finish the work, alter work and possibly some design.

Mr. Church referred to the map in the agenda packet and said it was his understanding when the project went out to bid, the County would do half the road and half the water line as one bid. Another bid would be for the full road and full water line.

Mr. Church questioned Mr. Oetting as to where the sewer line would come in. Mr. Oetting responded the sewer line had to be bid as part of project because it had to run along creek to where the new Animal Shelter was. The sewer line would be bid with the base bid.

Mr. Church said when the prices came in, the project would be brought back to the Board for a decision as to whether to do half the road and half the water line or the full road and full water line. Mr. Church said the County would be fulfilling a verbal suggestion that had been made with Shelter Guardians prior to the capital freeze and prior to COVID-19.

Mr. Oetting said all permits had been obtained except for the City water/sewer permits.

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Commissioner Pierce referred to the map and asked about the tap connection for the water line to the Animal Shelter. Mr. Oetting said the matter was one of the updates to be considered and finalized for the bid documents.

Commissioner Pierce moved to approve Task Order #15 and authorize the County Manager to go out to bid for the project. The motion was seconded by Commissioner Klusman and passed unanimously.

10. DISCUSSION REGARDING JULY MEETING SCHEDULE

Chairman Edds stated the Board had typically voted in the past to cancel its second monthly meeting during the month of July. This year the July 4th holiday falls on Sunday and county offices would be closed on Monday, July 5th in observance of Independence Day. The Board was scheduled to meet on Tuesday, July 6th, 2021 at 3:00 pm and Monday, July 19, 2021 at 6:00 pm.

The Board discussed its meeting preferences for the month of July.

Commissioner Greene moved to cancel the July 6, 2021 Commission Meeting scheduled at 3:00 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

11. LITTER REPORT

Chairman Edds reported that Environmental Management staff had removed 8,440 pounds of litter and debris from Rowan County roadsides during the period beginning Monday, May 3, 2021 through Friday, May 14, 2021.

12. BUDGET AMENDMENTS

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

- Sheriff – Recognize excess revenue and projected excess for remainder of FY 2020-21 in account and budget to expense accounts that are currently underfunded. $8,000
- Sheriff – Recognize excess state asset forfeiture funds and budget to expense account that has insufficient funds. $22,400
- Sheriff – Recognize $50 cash donation from citizen and budget to Sheriff's Christmas Caring. $50
- Sheriff – Recognize current and projected excess revenue and budget to concealed weapon fees account to cover obvious account shortfall. $55,000
- Finance – Acknowledge revenue not budgeted. $5,774
- Social Services – Budget monies received in order to provide goods and services to clients. $83,858
- Finance – Budget NRA Foundation grant awarded to Cooperative Extension. $144

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- Finance – Budget an additional amount awarded by DPS for Discretionary funds to the Juvenile Restitution Program. $6,300
- Social Services – After LIEAP Supplement payments were processed, the State reverted remaining funds to other counties. Expenditures and revenues must be revised based on the new Funding Authorization. $46,718

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

Please Note: At this point in the meeting, Commissioner Pierce moved to amend the earlier motion for approval of General Fund 101 to include the updated changes. The amendment was seconded by Commissioner Greene and passed unanimously. (The changes were displayed on the screen for the Board and the same changes are reflected in the minutes under agenda item #7 where General Fund 101 was approved).

13. CONSIDER APPROVAL OF BOARD APPOINTMENTS

AGRICULTURAL ADVISORY BOARD

During regular session on May 3, 2021 the Board of Commissioners was asked to appoint Suzanne Ramsey for a one-year term. Due to recent changes to stagger the terms on this advisory board, the Commissioners are asked to ratify Ms. Ramsey's term to a three-year term instead. If approved, the term would expire on April 30, 2024.

Commissioner Greene moved, Commissioner Klusman seconded and the vote to ratify the term for Ms. Ramsey as requested passed unanimously.

ATWELL TOWNSHIP VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Kenneth Cole applied to fill a seat that will become vacant on June 30, 2021. If appointed, the term for Mr. Cole would expire June 30, 2023.

Jeff Moore and Kathy Blalock applied for reappointment for two-year terms that will expire June 30, 2023.

Commissioner Klusman moved the appointment of Mr. Cole and the reappointment of Mr. Moore and Ms. Blalock. The motion was seconded by Commissioner Pierce and carried unanimously.

CENTRALINA WORKFORCE DEVELOPMENT BOARD

David Hollars, Executive Director for the Centralina Workforce Development Board, submitted a request for the reappointment of Corey Hill. The term would be for two (2) years, expiring June 30, 2023.

Commissioner Pierce moved to reappoint Corey Hill followed by a second from Commissioner Klusman. The motion passed unanimously.

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HISTORIC LANDMARKS COMMISSION
Due to legislative changes that were to take effect July 1, 2021, this appointment was removed from the agenda.

CITY OF KANNAPOLIS PLANNING - ETJ
The City of Kannapolis recommends the appointment of Robert Severt to fill a vacant ETJ seat, which will expire June 30, 2024.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to appoint Mr. Severt carried unanimously.

NURSING HOME ADVISORY COMMITTEE
Sylvia Fosha has applied for reappointment. In order for Ms. Fosha to be reappointed, the Board would need to waive the term limits of the Resolution regarding the Commissioners appointment process.

Commissioner Pierce moved to waive the term limits established in the Resolution. The motion was seconded by Commissioner Klusman and passed unanimously.

If approved for reappointment, the term would be for three (3) years and expire June 30, 2024.

Commissioner Pierce moved to reappoint Ms. Fosha followed by a second from Commissioner Klusman. The motion passed unanimously.

ROCKWELL RURAL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS
David Dunn applied to fill a seat that will become vacant on June 30, 2021. If approved the term would be for two (2) years and expire June 30, 2023.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to appoint Mr. Dunn carried unanimously.

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE
There are four (4) at large vacancies on this Committee and Jonathan Barbee, Caroline Johnsen and Annanora Short have applied. The term expiration dates vary so the Commissioners will need to specify which seats the appointees are filling.

Commissioner Pierce moved to appoint Jonathan Barbee and Carolina Johnsen for a two-year term that would expire on June 30, 2023 and to appoint Annanora Short for a one-year term that would expire June 30, 2022. The motion was seconded by Commissioner Greene and passed unanimously.

UNION VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS
Cecil Whitley, Douglas Poole, and Tony Waller applied for reappointment for a two-year term that will expire June 30, 2023.

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Commissioner Pierce moved to reappoint Mr. Whitley Mr. Poole and Mr. Waller. The motion was followed by a second from Commissioner Greene and carried unanimously.

14. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 6:29 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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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: Nan Buehrer, Director, Rufty Holmes Senior Center
DATE: June 3, 2021
SUBJECT: HCCBG Combined Funding Plan for Aging Services FY 2022

ATTACHMENTS:

Description	Upload Date	Type
Funding Plan for FY 2022	6/3/2021	Cover Memo

RUFTY-HOLMES
SENIOR CENTER
Serving Rowan County, NC Older Adults
www.ruftyholmes.org 1120 S. MLK Jr. Ave, Salisbury, NC 704-216-7714

June 3, 2021

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

FROM: Nan Buehrer, Executive Director
Rufty-Holmes Senior Center, and Lead Agency for HCCBG Committee

RE: Home & Community Care Block Grant Funding Plan for FY 2021-2022

RESPONSE REQUESTED: **Signed, Approved Plan must be submitted to Centralina AAA by 6/30/2021**

Attached, please find the proposed funding plan for the use of Home and Community Care Block Grant funds allocated to Rowan County for FY 2021-2022. This funding provides vital services for Rowan County's Older Adults, comprising 24% of our county's population.

The HCCBG Advisory Committee met and recommends the same services be funded as FY 2020-2021. Services will be provided by Rowan Transit System, Rowan County Dept. of Social Services, Rufty-Holmes Senior Center, Meals on Wheels Rowan County and the addition of Trinity Living Center for Adult Day Services.

The HCCBG Advisory Committee recommends the attached plan for the Commissioners' approval. The Grant requires a minimum 10% matching allocation from Rowan County that equates to $98,497.

The allocation of $886,472, reported by Centralina Area Agency on Aging for Rowan County HCCBG services, was the amount given to the Committee and Agencies to use for funding.

We acknowledge and thank the Commissioners for any additional support from the County, above and beyond the required matching funds, for the provision of these important services on behalf of our older adult citizens. I will be glad to answer any questions you may have.

With Optimism,

Nan Buehrer

Nan Buehrer
Director

Cc: Rowan County HCCBG Advisory Committee

HCCBG Budget

DAAS-730
(Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County: Rowan July 1, 2021 through June 30, 2022

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Rufty-Holmes Senior Center
(Name of Agency/Office with lead responsibility)

Nan Buehrer 6-1-2021
Authorized Signature Date

Nan Buehrer, Executive Director
(Type name and title of signatory agent)

HCCBG Budget

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Funding Plan

County Services Summary

County Rowan

July 1, 2021 through June 30, 2022

	A				B	C	D	E	F	G	H	I
	Block Grant Funding											
Services	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Congregate Nutrition	$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 28,000	$ 344,266	30,305	$ 10.4362	450	35,000
Senior Center Operation	$ -	$ -	$ 99,000	$ 99,000	$ 11,000	$ 110,000	$ -	$ 110,000	0	$ -		-
Home Delivered Meals	$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619	$ 9.2786	19	106,733
Transportation (General)	$ 155,422	$ -	$ -	$ 155,422	$ 17,269	$ 172,691	$ -	$ 172,691	10,535	$ 16.3925	275	14,500
Transportation (Medical)	$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	2,000	$ 22.2220	275	2,000
TLC-Adult Day Care	$ -	$ 17,576	$ -	$ 17,576	$ 1,953	$ 19,529	$ -	$ 19,529	532	$ 36.6764	4	542
TLC-Adult Day Care-Transp	$ -	$ 25,485	$ -	$ 25,485	$ 2,832	$ 28,317	$ -	$ 28,317	647	$ 43.7943	5	658
TLC-Adult Day Health	$ -	$ 878	$ -	$ 878	$ 98	$ 976	$ -	$ 976	651	$ 1.5000	5	678
In-Home Aide-Level I - HM	$ -	$ 2,200	$ -	$ 2,200	$ 244	$ 2,444	$ -	$ 2,444	105	$ 23.2762	3	105
In-Home Aide-Level II - PC	$ -	$ 177,000	$ -	$ 177,000	$ 19,667	$ 196,667	$ -	$ 196,667	8,429	$ 23.3322	50	8,429
In-Home Aide-Level III - PC	$ -	$ 29,000	$ -	$ 29,000	$ 3,222	$ 32,222	$ -	$ 32,222	1,381	$ 23.3324	5	1,381
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
Total	$ 195,422	$ 307,411	$ 383,639	$ 886,472	$ 98,497	$ 984,969	$ 112,000	$ 1,096,969	61,203		1,091	170,026

Signature, Chairman, Board of Commissioners Date

State Fiscal Year:	SFY 2021-2022
Provider Name:	Rufty-Holmes Senior Center
Address Line 1:	1120 S. Martin Luther King Jr Ave
Address Line 2:	Salisburys, NC 28144
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered	Federal/State	Local Match	
	Congregate Nutrition	$ 284,639	$ 31,627	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	Senior Center Operation	$ 99,000	$ 11,000	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
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REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Congregate Nutrition	$ 283,689	$ 10.8497	$ 284,639	10.4362	$ 950	$ (0.4135)
Senior Center Operation	$ 98,425		$ 99,000	0.0000	$ 575	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
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				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Rufty-Holmes Senior Center

State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Congregate Nutrition	SERVICE Senior Center Operation	SERVICE 0	SERVICE 0	SERVICE 0	S
	Executive Director	$ 76,407	1	FULL TIME	$ 76,407	$ 37,455	$ 9,000	$ 29,952				
	Admin Assistant	$ 36,269	1	FULL TIME	$ 36,269	$ 17,319	$ 2,000	$ 16,950				
	Nutrition Manager	$ 43,000	1	FULL TIME	$ 43,000		$ 40,000	$ 3,000				
	Program Manager	$ 41,500	1	FULL TIME	$ 41,500			$ 41,500				
	Fitness Manager	$ 41,500	0.5	PART TIME	$ 20,750			$ 20,750				
	Aging Transitions Mgr	$ 42,330	1	FULL TIME	$ 42,330	$ 4,045		$ 38,285				
	Volunteer Coordinator	$ 41,500	0.25	PART TIME	$ 10,375			$ 10,375				
	Facility Manager	$ 31,558	1	FULL TIME	$ 31,558		$ 2,558	$ 29,000				
	Congregate Site Coord	$ 24,960	0.5	PART TIME	$ 12,480		$ 12,480					
	Congregate Site Coord	$ 24,960	0.5	PART TIME	$ 12,480		$ 12,480					
	Congregate Site Coord	$ 23,795	0.5	PART TIME	$ 11,898		$ 11,898					
	Congregate Site Coord	$ 23,878	0.5	PART TIME	$ 11,939		$ 11,939					
	Congregate Site Coord	$ 24,960	0.5	PART TIME	$ 12,480		$ 12,480					
	Congregate Site Coord	$ 22,880	0.5	PART TIME	$ 11,440		$ 11,440					
	Front Desk Staff	$ 25,168	0.5	PART TIME	$ 12,584			$ 12,584				
	Front Desk Staff	$ 25,168	0.5	PART TIME	$ 12,584			$ 12,584				
	Fitness Instructors	$ 77,376	0.5	PART TIME	$ 38,688			$ 38,688				
	Mkting/Media Mgr	$ 43,000	1	FULL TIME	$ 43,000	$ 3,000	$ 1,000	$ 39,000				
	CARS Coordinator	$ 31,200	0.25	PART TIME	$ 7,800			$ 7,800				
					$ -							
					$ -							
					$ -		

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Rufty-Holmes Senior Center
County: ROWAN
Budget Period: July 2021 through June 2022

I. Projected Revenues	Grand Total	Service: Congregate Nutrition 180	Service: Senior Center Operation 170	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 383,639	$ 284,639	$ 99,000	$ -	$ -	$ -
Required Minimum Match - Cash						
1) County General Fund	$ 42,627	$ 31,627	$ 11,000			
2)	$ -					
3)	$ -					
Total Required Minimum Match - Cash	$ 42,627	$ 31,627	$ 11,000	$ -	$ -	$ -
Required Minimum Match - In-Kind						
1)	$ -					
2)	$ -					
3)	$ -					
Total Required Minimum Match - In-Kind	$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 42,627	$ 31,627	$ 11,000	$ -	$ -	$ -
C. Subtotal, Fed/State/Required Match Revenues	$ 426,266	$ 316,266	$ 110,000	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ 28,000	$ 28,000	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -					
Local Cash, Non-Match						
1) County General Fund	$ 199,051	$ 20,000	$ 179,051			
2) Reserves/Municipalities	$ 3,000		$ 3,000			
3) County Senior Center Grant	$ 83,510		$ 83,510			
4) City of Salisbury	$ 63,000		$ 63,000			
F. Subtotal, Local Cash, Non-Match	$ 348,583	$ 20,000	$ 328,583	$ -	$ -	$ -
Other Revenues, Non-Match						
1) Donations	$ 35,000	$ 7,000	$ 28,000			
2) NC Senior Center Grant	$ 10,400		$ 10,400			
3)	$ -					
G. Subtotal, Other Revenues, Non-Match	$ 45,400	$ 7,000	$ 38,400	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)						
1) Various Grants	$ 40,938		$ 40,938			
2) Program Fees	$ 50,000		$ 50,000			
3)	$ -					
H. Subtotal, Local In-kind Resources, Non-Match	$ 90,938	$ -	$ 90,938	$ -	$ -	$ -
I. Client Cost Sharing	$ 25,000	$ 22,000	$ 3,000			
J. Total Projected Revenues (Sum I.C.D.E.F.G.H. & I)	$ 964,187	$ 393,266	$ 570,921	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Congregate Nutrition 180	Service: Senior Center Operation 170	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule							
1) Full-time Staff (do not include Title V workers)	$ 314,064	$ 61,819	$ 54,558	$ 197,687	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 175,498	$ -	$ 72,717	$ 102,781	$ -	$ -	$ -
A. Subtotal, Staff Salary	$ 489,562	$ 61,819	$ 127,275	$ 300,468	$ -	$ -	$ -
Fringe Benefits							
1) FICA @ 7.65 %	$ 37,451	$ 4,729	$ 9,737	$ 22,986	$ -	$ -	$ -
2) Health Insurance	$ 53,950	$ 14,980	$ 4,980	$ 33,990			
3) Retirement	$ 2,247	$ 2,247	$ -	$ -			
4) Unemployment Insurance	$ 8,313	$ 1,170	$ 1,690	$ 5,453			
5) Worker's Compensation	$ 3,642	$ 1,000	$ 1,000	$ 1,642			
6) Other	$ -						
B. Subtotal, Fringe Benefits	$ 105,603	$ 24,126	$ 17,407	$ 64,071	$ -	$ -	$ -
Local In-Kind Resources Non-Match							
1)	$ -						
2)	$ -						
3)	$ -						
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -						
Travel							
1) Per Diem	$ -						
2) Mileage Reimbursement	$ 5,000	$ 800	$ 1,200	$ 3,000			
3) Other Travel Cost	$ -						
E. Subtotal, Travel	$ 5,000	$ 800	$ 1,200	$ 3,000	$ -	$ -	$ -
General Operating Expenses							
1) Utilities/Repair s/Maint./Cleaning Supplies	$ 91,000	$ 4,000	$ 24,000	$ 63,000			
2) Catering Contract	$ 198,000		$ 198,000	$ -			
3) Ads/Print/Postage/Assoc Dues	$ 4,700	$ 1,150	$ 250	$ 3,300			
4) Phones/Technology	$ 7,000	$ 1,000	$ 2,000	$ 4,000			
5) Office Supplies	$ 2,000	$ 250	$ 250	$ 1,500			
6) Prop/Liability Ins/D&O Ins	$ 21,000	$ 4,000	$ 3,000	$ 14,000			
7) Professional Exp/Audit	$ 23,000	$ 15,594	$ 3,203	$ 4,203			
8) Fruit Supplies/Training	$ 65,456	$ 4,000	$ 5,000	$ 56,456			
F. Subtotal, General Operating Expenses	$ 412,156	$ 29,994	$ 235,703	$ 146,459	$ -	$ -	$ -
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through II.E	$ -						
H. Total Proj. Expenses Prior to Admin. Distribution	$ 1,012,321	$ 116,739	$ 381,585	$ 513,998	$ -	$ -	$ -
I. Distribution of Administrative Cost	$ (48,405)		$ (11,681)	$ (36,723)	$ -	$ -	$ -
J. Total Proj. Expenses After Admin. Distribution	$ 964,187		$ 393,266	$ 570,921	$ -	$ -	$ -

III. Computation of Rates	Grand Total	Service: Congregate Nutrition 180	Service: Senior Center Operation 170	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Computation of Unit Cost Rate:						
1. Total Expenses (equals line II.J)	$ 964,187	$ 393,266	$ 570,921	$ -	$ -	$ -
2. Total Projected Units		35,000				
3. Total Unit Cost Rate		$ 11.2362	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:						
1. Total Revenues (equals line I.J)	$ 964,187	$ 393,266	$ 570,921	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ 28,000	$ 28,000	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ 90,938	$ -	$ 90,938	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 845,249	$ 365,266	$ 479,983	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)		35,000	-	-	-	-
5. Total Reimbursement Rate		$ 10.4362	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG		30,305	-	-	-	-
D. Units Reimbursed Through Program Income*		2,108	-	-	-	-
E. Units Reimbursed Through Remaining Revenues		2,587	-	-	-	-
F. Total Units Reimbursed/Total Projected Units		35,000	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Nancy Butler — Authorized Signature
Director — Title
6-1-2021 — Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Rufty-Holmes Senior Center

1120 S. Martin Luther King Jr Ave

Salisburys, NC 28144

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: **Date:**

Services	Serv. Delivery (Check One)		A Block Grant Funding				B	C	D	E	F	G	H	I
	Direct	Purchase	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
Congregate Nutrition	X		$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 28,000	$ 344,266	30,305	$ 10.4362	450	35,000
Senior Center Operation	X		$ -	$ -	$ 99,000	$ 99,000	$ 11,000	$ 110,000	$ -	$ 110,000	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 383,639	$ 383,639	$ 42,627	$ 426,266	$ 28,000	$ 454,266	30,305		450	35,000

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Nan Budwer 6-7-2021

Authorized Signature, Title Date
Community Service Provider

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Rufty-Holmes Senior Center

County: ROWAN

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Rufty-Holmes Senior Center serves around 4,500 Rowan County older adults each year. Those we serve closely mirrors the county Census figures for poverty, minority, and rural older adults in Rowan County. Center staff attempt to serve all County Older Adults who seek services. A variety of health and leisure programs are offered, most at no cost, enabling Seniors to find something they may enjoy participating in. Scholarship funds are available for programs with a fee, so all older adults can participate.

Congregate Dining Sites are hosted in rural areas, lower income neighborhoods and subsidized senior housing complexes to reach the rural, minority, and lower income county older adults. Prior to Covid, statistics showed clients attending were 50% minority and 50% lower-income. Transportation is available to all sites and the Senior Center. In-person outreach services are offered at Congregate sites and subsidized housing locations, to ensure access to appointments and information. RHSC works with 2nd Harvest Food Bank to provide 50 clients monthly with USDA Food Boxes.

Marketing efforts are targeted thru a variety of media to ensure information on services is available. The Center regularly hosts agencies such as Legal-Aide, Div. of Services for Deaf and Hard of Hearing, Div. of Services for the Blind to provide easy access to appointments. A sign language interpreter is provided at no cost to those who request this service for appointments.
The Center will continue its efforts to provide additional outreach, working collaboratively with community agencies to ensure target populations are served in areas close to where they live.

July 2021 through June 2022

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rufty-Holmes Senior Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;
   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)

b. The subcontractor has not been barred from doing business at the federal level.

c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
http://www.ncdhhs.gov/control/retention/retention.htm

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Nan Bodner, Executive Director 6-1-2021

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Rufty-Holmes Senior Center

Name of Agency Administrator: Nan Buehrer

Signature: Nan Buehrer

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a clien the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by th

4. You have the right to be fully informed in advance of any changes in the care that yo receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in a nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be re held in strict confidence, to be shared only with your written consent and as it relates obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your prc

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe ar professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for service

12. If you are denied service solely on you inability to pay, you have the right to be refer elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency ar program in particular.

14. You have the right to be fully informed about other services provided by this agency

Exhibit 14A: List of Subcontractors **Region F - FY 2022** **County:** ROWAN

Provider Name: RUFTY-HOLMES SENIOR CENTER **Provider Code: F082**

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	**Type Agency** *Non-Profit For-Profit Government*	**Subcontracted Service Name**	**Subcontractor Contact Name, Address & Phone Number**	**Scope of the Subcontract** (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision,etc.)
K & W Cafeterias, Inc	**For-Profit**	K & W Cafeteria Concord, NC	Janet Neblett, RD 1391 Plaza West Rd Winston-Salem, NC 27103 336-398-5918	Food Service Provider for Congregate Lunch Club Meals; prepare and deliver meals to 6 lunch club locations Monday thru Friday

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature: Nan Brehmer **Title:** Executive Director **Date: 6-01-2021**

State Fiscal Year: SFY 2021-2022

Provider Name: Meals on Wheels Rowan

Address Line 1: PO Box 1914
Address Line 2: Salisbury, NC 28145

County: Rowan
Area Agency on Aging: Centralina Council of Governments

	Please Select Services to Be Delivered	Federal/State	Local Match	
REQUIRES INPUT TO POPULATE WORKBOOK-->	Home Delivered Meals	$ 55,273	$ 6,142	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Home Delivered Meals	$ 53,748	$ 11.1800	$ 55,273	9.2786	$ 1,525	$ (1.9014)
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Meals on Wheels Rowan

State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Home Delivered Meals	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
Cindy Fink	Executive Director	$ 84,800	1	FULL TIME	$ 84,800	$ 76,320	$ 8,480						
Sandy Combs	Program Director	$ 53,000	1	FULL TIME	$ 53,000	$ -	$ 53,000						
Rose Jones	Administrative Asst	$ 24,000	1	FULL TIME	$ 24,000	$ 4,800	$ 19,200						
Elizabeth Shifflette	Site Coordinator	$ 21,424	0.625	PART TIME	$ 13,390		$ 13,390						
Paula Nicholas	Site Coordinator	$ 16,640	0.625	PART TIME	$ 10,400		$ 10,400						
Suzanne Weber	Meals Coordinator	$ 34,707	0.675	PART TIME	$ 23,427		$ 23,427						
Kristine Blackwell	Care Coordinator	$ 23,142	0.7	PART TIME	$ 16,199		$ 16,199						
Paige Blackwell	Care Coordinator	$ 23,142	0.7	PART TIME	$ 16,199		$ 16,199						
Tom Strobl	Logistics Coordinator	$ 21,219	0.625	PART TIME	$ 13,262		$ 13,262						
Holly Teeter	Prog/Vol Mgr	$ 44,285	0.7	PART TIME	$ 31,000	$ 5,000	$ 26,000						
Alexandra Fisher	Marketing/FD Mgr	$ 44,285	0.7	PART TIME	$ 31,000	$ 15,500	$ 15,500						
Donna Redfern	Fund Development Asst	$ 24,000	0.3	PART TIME	$ 7,200	$ 7,200							
TBD	Contingency	$ 40,000	0.25	PART TIME	$ 10,000	$ 10,000							
					$ -								
					$ -								
					$ -

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Meals on Wheels Rowan
County: Rowan
Budget Period: July 2021 through June 2022

I. Projected Revenues	Grand Total	Service: Home Delivered Meals 020	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 55,273	$ 55,273	$ -	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - Cash								
1) Rowan County	$ 6,141	$ 6,141						
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 6,141	$ 6,141	$ -	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 6,141	$ 6,141	$ -	$ -	$ -	$ -	$ -	$ -
C. Subtotal, Fed/State/Required Match Revenues	$ 61,414	$ 61,414	$ -	$ -	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ 84,000	$ 84,000	$ -	$ -	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -							
Local Cash, Non-Match								
1) Contributions, Events and in-Direct Contributions	$ 382,500	$ 382,500						
2) Grants	$ 158,868	$ 158,868						
3) Client Payments	$ 100,000	$ 100,000						
4) Business and Corporate Contributions	$ 15,000	$ 15,000						
F. Subtotal, Local Cash, Non-Match	$ 656,368	$ 656,368	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1) Government Grants	$ 177,851	$ 177,851						
2) Special Events	$ 76,500	$ 76,500						
3)	$ -							
G. Subtotal, Other Revenues, Non-Match	$ 254,351	$ 254,351	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1) Shelf Stable Meals and Newspapers	$ 17,200	$ 17,200						
2)	$ -							
3)	$ -							
H. Subtotal, Local In-kind Resources, Non-Match	$ 17,200	$ 17,200	$ -	$ -	$ -	$ -	$ -	$ -
I. Client Cost Sharing	$ 1,000	$ 1,000						
J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	$ 1,074,333	$ 1,074,333	$ -	$ -	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Home Delivered Meals 020	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule									
1) Full-time Staff (do not include Title V workers)	$ 161,800	$ 81,120	$ 80,680	$ -	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 134,377	$ 37,700	$ 134,377	$ -	$ -	$ -	$ -	$ -	$ -
A. **Subtotal, Staff Salary**	**$ 333,877**	**$ 118,820**	**$ 215,057**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fringe Benefits									
1) FICA @ 7.65 %	$ 25,542	$ 9,090	$ 16,452	$ -	$ -	$ -	$ -	$ -	$ -
2) Health Insurance	$ -								
3) Retirement	$ 4,240	$ 3,816	$ 424						
4) Unemployment Insurance	$ 2,300	$ 230	$ 2,070						
5) Worker's Compensation	$ 3,270	$ 120	$ 3,150						
6) Other	$ -								
B. **Subtotal, Fringe Benefits**	$ 35,352	$ 13,256	$ 22,096	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources Non-Match									
1) shelf stable meals and newspapers	$ 1,118		$ 1,118						
2)	$ -								
3)	$ -								
C. **Subtotal, Local In-Kind Resources Non-Match**	$ 1,118	$ -	$ 1,118	$ -	$ -	$ -	$ -	$ -	$ -
D. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -								
Travel									
1) Per Diem	$ -								
2) Mileage Reimbursement	$ 3,500	$ 1,500	$ 2,000						
3) Other Travel Cost	$ 7,000	$ 1,000	$ 6,000						
E. **Subtotal, Travel**	$ 10,500	$ 2,500	$ 8,000	$ -	$ -	$ -	$ -	$ -	$ -
General Operating Expenses									
1) Food Service Expenses and Vol	$ 418,550		$ 418,550						
2) Professional Services	$ 13,000		$ 13,000						
3) Memberships, Conferences and Bd Projects	$ 14,700	$ 3,490	$ 11,210						
4) Special Events	$ 42,200	$ 8,000	$ 34,200						
5) Ofice and Technology	$ 69,509	$ 10,426	$ 59,083						
6) Occupancy and Equipment	$ 29,850	$ 4,477	$ 25,373						
7) Insurance and Banking	$ 4,350	$ 652	$ 3,698						
8)	$ -								
F. **Subtotal, General Operating Expenses**	$ 592,159	$ 27,045	$ 565,114	$ -	$ -	$ -	$ -	$ -	$ -
G. **Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E**	$ -								
H. **Total Proj. Expenses Prior to Admin. Distribution**	**$ 973,006**	**$ 161,621**	**$ 811,385**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
I. **Distribution of Admininistrative Cost**	$ (262,948)		**$ (262,948)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
J. **Total Proj. Expenses After Admin. Distribution**	$ 1,074,333		**$ 1,074,333**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

III. Computation of Rates	Grand Total		Service Home Delivered Meals 020	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. **Computation of Unit Cost Rate:**										
1. Total Expenses (equals line II.J)	$ 1,074,333		$ 1,074,333	$ -	$ -	$ -	$ -	$ -	$ -	
2. Total Projected Units			105,000							
3. Total Unit Cost Rate			$ 10.2317	$ -	$ -	$ -	$ -	$ -	$ -	
B. **Computation of Reimbursement Rate:**										
1. Total Revenues (equals line I.J)	$ 1,074,333		$ 1,074,333	$ -	$ -	$ -	$ -	$ -	$ -	
2. Less: NSIP (equals line I.D)	$ 84,000		$ 84,000	$ -	$ -	$ -	$ -	$ -	$ -	
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Non Match In-Kind (equals line I.H less II.C)	$ 16,082		$ 16,082	$ -	$ -	$ -	$ -	$ -	$ -	
3. Revenues Subject to Unit Reimbursement	$ 974,251		$ 974,251	$ -	$ -	$ -	$ -	$ -	$ -	
4. Total Projected Units (equals line III.A.2)			105,000	-	-	-	-	-	-	
5. Total Reimbursement Rate			$ 9.2786	$ -	$ -	$ -	$ -	$ -	$ -	
C. **Units Reimbursed Through HCCBG**			6,619	-	-	-	-	-	-	
D. **Units Reimbursed Through Program Income***			108	-	-	-	-	-	-	
E. **Units Reimbursed Through Remaining Revenues**			100,007	-	-	-	-	-	-	
F. **Total Units Reimbursed/Total Projected Units**			106,733	-	-	-	-	-	-	

ERROR, Total Units Recorded Do Nc

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Cindy B. Fink
Authorized Signature

Executive Director
Title

06/01/2021
Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Meals on Wheels Rowan

PO Box 1914

Salisbury, NC 28145

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: Rowan

Budget Period: July 2021 through June 2022

Revision #: Date:

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Home Delivered Meals		X	$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619	$ 9.2786	19	106,733
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 55,273	$ -	$ 55,273	$ 6,141	$ 61,414	$ 84,000	$ 145,414	6,619		19	106,733

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Cindy B. Fink 06/01/2021

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Meals on Wheels Rowan

County: Rowan

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Meals on Wheels Rowan provides nutrition services to seniors over 60 and disabled residents. Home delivered meals and/or groceries and supplies are delivered by volunteers who offer a friendly greeting and observe for changes in condition of the client or safety concerns. We plan to have the capacity to serve 300 daily meals each Monday- Friday in 2021-2022. We plan to serve 222 individuals with groceries and deliver USDA Food Boxes for Rowan Helping Ministries Clients 500 times. We receive referrals from the Rowan County Departmet of Social Services, the VA , Novant and Atrium Medical Centers as well as home care agencies, skilled nursing and rehabilitation facilities, physicians, and individuals. Our staff presents informational programs for civic clubs, faith groups, schools, and community events. We participate in health fairs and caregiver workshops. Our Care Coordinators regularly attend meetings of REACH (Rowan Education and Advocacy for Choices in Healthcare,) Healthy Rowan, and Neighbor to Neighbor. Volunteers currently deliver over 245 meals on 30 routes across 511 square miles in Rowan County. Our Board of Directors holds 30% of our available spaces for individuals who need free meals. We work collaboratively with referral sources to make these spaces available to homebound seniors who need nutritious meals in order to remain in their homes. Since January 2021, we have averaged 42 referrals per month. Our demographic data indicates that we are serving 22% of the African American population that currently is 12% of the current senior population. Also, 33% of our clients are veterans or family members of veterans.

July 2021 through June 2022

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Meals on Wheels Rowan agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;
   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

    a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
    b. The subcontractor has not been barred from doing business at the federal level.
    c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

    d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

    e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13.

    Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
    http://www.ncdhhs.gov/control/retention/retention.htm

    Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Cindy B. Fink — 06/01/2021

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Meals on Wheels Rowan

Name of Agency Administrator: Cindy B. Fink

Signature: Cindy B. Fink Cindy B. Fink

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

Exhibit 14A: List of Subcontractors

Region F - FY 2022 | **County**: Rowan

Provider Name: Meals on Wheels of Rowan, Inc | **Provider Code: F079**

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	Type Agency *Non-Profit* *For-Profit* *Government*	Subcontracted Service Name	Subcontractor Contact Name, Address & Phone Number	**Scope of the Subcontract** (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision,etc.)
K&W Cafeterias	For-Profit	Foodservice Provider	"Tempie Wells twells@kwcafeterias.com 349 Copperfield Blvd NE P Concord, NC 28025 704-721-3257	Preparation and Deliver of Meals.Menu Assistance, Nutritional Analysis, etc.

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government

Provider Signature: Cindy B. Fink **Title: Executive Director** **Date:** 06/01/2021

State Fiscal Year:	SFY 2021-2022
Provider Name:	Rowan Transit
Address Line 1:	2726 Old Concord Rd
Address Line 2:	Salisbury, NC 28146
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered	Federal/State	Local Match	
	Transportation (General)	$ 155,422	$ 17,270	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	Transportation (Medical)	$ 40,000	$ 4,445	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
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REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Transportation (General)			$ 155,422	16.3925	$ 155,422	$ 16.3925
Transportation (Medical)			$ 40,000	22.2220	$ 40,000	$ 22.2220
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Rowan Transit

State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Transportation (General)	SERVICE Transportation (Medical)	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
					$ -									
					$ -									
					$ -									

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Rowan Transit
County: ROWAN
Budget Period: July 2021 through June 2022

I. Projected Revenues	Grand Total	Service: Transportation (General) 250	Service: Transportation (Medical) 033	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 195,422	$ 155,422	$ 40,000	$ -	$ -	$ -
Required Minimum Match - Cash						
1) County General Fund	$ 21,713	$ 17,269	$ 4,444			
2)	$ -					
3)	$ -					
Total Required Minimum Match - Cash	$ 21,713	$ 17,269	$ 4,444	$ -	$ -	$ -
Required Minimum Match - In-Kind						
1)	$ -					
2)	$ -					
3)	$ -					
Total Required Minimum Match - In-Kind	$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 21,713	$ 17,269	$ 4,444	$ -	$ -	$ -
C. **Subtotal, Fed/State/Required Match Revenues**	$ 217,135	$ 172,691	$ 44,444	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ -	$ -	$ -	$ -	$ -	$ -
E. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -					
Local Cash, Non-Match						
1) County General Fund	$ 63,900	$ 63,900				
2)	$ -					
3)	$ -					
4)	$ -					
F. **Subtotal, Local Cash, Non-Match**	$ 63,900	$ 63,900	$ -	$ -	$ -	$ -
Other Revenues, Non-Match						
1)	$ -					
2)	$ -					
3)	$ -					
G. **Subtotal, Other Revenues, Non-Match**	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)						
1)	$ -					
2)	$ -					
3)	$ -					
H. **Subtotal, Local In-kind Resources, Non-Match**	$ -	$ -	$ -	$ -	$ -	$ -
I. **Client Cost Sharing**	$ 1,100	$ 1,100				
J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)**	$ 282,135	$ 237,691	$ 44,444	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
Staff Salary From Labor Distribution Schedule							
1) Full-time Staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
A. **Subtotal, Staff Salary**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fringe Benefits							
1) FICA @ 7.65 %	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Health Insurance	$ -						
3) Retirement	$ -						
4) Unemployment Insurance	$ -						
5) Worker's Compensation	$ -						
6) Other	$ -						
B. **Subtotal, Fringe Benefits**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources Non-Match							
1)	$ -						
2)	$ -						
3)	$ -						
C. **Subtotal, Local In-Kind Resources Non-Match**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -						
Travel							
1) Per Diem	$ -						
2) Mileage Reimbursement	$ -						
3) Other Travel Cost	$ -						
E. **Subtotal, Travel**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Operating Expenses							
1) Service Contract	$ 276,068		$ 229,757	$ 46,311			
2)	$ -						
3)	$ -						
4)	$ -						
5)	$ -						
6)	$ -						
7)	$ -						
8)	$ -						
F. **Subtotal, General Operating Expenses**	$ 276,068	$ -	$ 229,757	$ 46,311	$ -	$ -	$ -
G. **Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E**	$ -						
H. **Total Proj. Expenses Prior to Admin. Distribution**	$ 276,068	$ -	$ 229,757	$ 46,311	$ -	$ -	$ -
I. **Distribution of Admininistrative Cost**	$ (6,067)		$ (7,934)	$ 1,867	$ -	$ -	$ -
J. **Total Proj. Expenses After Admin. Distribution**	$ 282,135		$ 237,691	$ 44,444	$ -	$ -	$ -

III. Computation of Rates	Grand Total	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. **Computation of Unit Cost Rate:**						
1. Total Expenses (equals line II.J)	$ 282,135	$ 237,691	$ 44,444	$ -	$ -	$ -
2. Total Projected Units		14,500	2,000			
3. Total Unit Cost Rate		$ 16.3925	$ 22.2220	$ -	$ -	$ -
B. **Computation of Reimbursement Rate:**						
1. Total Revenues (equals line I.J)	$ 282,135	$ 237,691	$ 44,444	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I E less II.D)	$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 282,135	$ 237,691	$ 44,444	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)		14,500	2,000	-	-	-
5. Total Reimbursement Rate		$ 16.3925	$ 22.2220	$ -	$ -	$ -
C. **Units Reimbursed Through HCCBG**		**10,535**	**2,000**	-	-	-
D. **Units Reimbursed Through Program Income***		**67**	-	-	-	-
E. **Units Reimbursed Through Remaining Revenues**		**3,898**	-	-	-	-
F. **Total Units Reimbursed/Total Projected Units**		**14,500**	**2,000**	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Valerie Steele

Authorized Signature

Airport & Transit Director

Title

6/1/2021

Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Rowan Transit

2726 Old Concord Rd

Salisbury, NC 28146

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: Date:

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Transportation (General)			$ 155,422	$ -	$ -	$ 155,422	$ 17,269	$ 172,691	$ -	$ 172,691	10,535	$ 16.3925	275	14,500
Transportation (Medical)			$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	2,000	$ 22.2220	275	2,000
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 195,422	$ -	$ -	$ 195,422	$ 21,713	$ 217,135	$ -	$ 217,135	12,535		550	16,500

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Valerie Stocks Airport & Transit Director 6/1/2021

Authorized Signature, Title Date

Community Service Provider

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Rowan Transit

County: ROWAN

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Rowan Transit Staff are fully informed of the OAA high priority status to service low-income minority individuals in accordance to their need for aging services. In the few services where we do have a waiting list, it is a standard practice to give higher priority to low-income minority seniors with particular emphasis on those with the highest ADL's. Our outreach and service delivery methods will continue to target low-income groups. Our strategies include: Presentations to local church and community groups, educational presentations to various community organizations and representation on the Department Advisory Committee, distribution of brochures in the target communities and seeking referrals from agencies who serve the target population. In Rowan County, HCCBG funds support services for transportation-medical trips, other general trips, senior dining nutrition services, adult day programs, legal services, home improvement, senior dining congregate meals, in-home aid services (both home management and personal care) and case assistance (home visits, needs assessments, advocacy, etc.). These services are generally available to any person age 60 and older, income guidelines are in place that allow for contribution and cost-sharing levels that help expand the service.

July 2021 through June 2022

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan Transit agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)

b. The subcontractor has not been barred from doing business at the federal level.

c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
http://www.ncdhhs.gov/control/retention/retention.htm

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Valerie Steele Airport & Transit Director 6/1/2021

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Rowan Transit

Name of Agency Administrator: Valerie Steele, Airport and Transit Director

Signature: Valerie Steele

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

State Fiscal Year:	SFY 2021-2022
Provider Name:	Trinity Living Center
Address Line 1:	1416-A South Martin Luther King, Jr. Ave.
Address Line 2:	Salisbury, NC 28144
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

Please Select Services to Be Delivered	Federal/State	Local Match	
Adult Day Care	$ 17,576	$ 1,953	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Adult Day Health	$ 25,485	$ 2,832	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Adult Day Care-Transportation	$ 878	$ 98	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	

REQUIRES INPUT TO POPULATE WORKBOOK-->

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Adult Day Care			$ 17,576	36.6764	$ 17,576	$ 36.6764
Adult Day Health			$ 25,485	43.7943	$ 25,485	$ 43.7943
Adult Day Care-Transportation			$ 878	1.5000	$ 878	$ 1.5000
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Trinity Living Center
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Adult Day Care	SERVICE Adult Day Health	SERVICE Adult Day Care-Transportation	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
Christina Joyce	Executive Director	$ 86,320	1	FULL TIME	$ 86,320	$ 86,320								
Patty Messick	Program Coordinator	$ 32,490	1	FULL TIME	$ 32,490	$ 32,490								
Andrea Moore	Activities Coordinator	$ 32,136	0.42	PART TIME	$ 13,497		$ 6,749	$ 6,748						
Suzanne Pauley	Health Care Coordinator	$ 59,010	0.42	PART TIME	$ 24,784		$ 12,392	$ 12,392						
Brittaney Belk	Certified Nursing Assistant	$ 25,459	0.41405	PART TIME	$ 10,541		$ 3,679	$ 3,679	$ 3,183					
					$ -									
					$ -									
					$ -			

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Trinity Living Center
County: ROWAN
Budget Period: July 2021 through June 2022

I. Projected Revenues	Grand Total	Service: Adult Day Care 030	Service: Adult Day Health 155	Service: Adult Day Care-Transportation 031	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 43,938	$ 17,576	$ 25,485	$ 878	$ -	$ -	$ -	$ -
Required Minimum Match - Cash								
1) County Match	$ 4,883	$ 1,953	$ 2,832	$ 98				
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 4,883	$ 1,953	$ 2,832	$ 98	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 4,883	$ 1,953	$ 2,832	$ 98	$ -	$ -	$ -	$ -
C. Subtotal, Fed/State/Required Match Revenues	$ 48,821	$ 19,529	$ 28,317	$ 976	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -							
Local Cash, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
4)	$ -							
F. Subtotal, Local Cash, Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
G. Subtotal, Other Revenues, Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	$ -							
2)	$ -							
3)	$ -							
H. Subtotal, Local In-kind Resources, Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
I. Client Cost Sharing	$ 891	$ 350	$ 500	$ 41				
J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	$ 49,712	$ 19,879	$ 28,817	$ 1,017	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Adult Day Care 030	Service: Adult Day Health 155	Service: Adult Day Care-Transportation 031	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule									
1) Full-time Staff (do not include Title V workers)	$ 118,810	$ 118,810	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 48,822	$ -	$ 22,820	$ 22,819	$ 3,183	$ -	$ -	$ -	$ -
A. Subtotal, Staff Salary	$ 167,632	$ 118,810	$ 22,820	$ 22,819	$ 3,183	$ -	$ -	$ -	$ -
Fringe Benefits									
1) FICA @ 7.65 %	$ 12,824	$ 9,089	$ 1,746	$ 1,746	$ 243	$ -	$ -	$ -	$ -
2) Health Insurance	$ -								
3) Retirement	$ -								
4) Unemployment Insurance	$ -								
5) Worker's Compensation	$ -								
6) Other	$ -								
B. Subtotal, Fringe Benefits	$ 12,824	$ 9,089	$ 1,746	$ 1,746	$ 243	$ -	$ -	$ -	$ -
Local In-Kind Resources Non-Match									
1)	$ -								
2)	$ -								
3)	$ -								
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -									
Travel										
1) Per Diem	$ -									
2) Mileage Reimbursement	$ -									
3) Other Travel Cost	$ -									
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
General Operating Expenses										
1)	$ -									
2)	$ -									
3)	$ -									
4)	$ -									
5)	$ -									
6)	$ -									
7)	$ -									
8)	$ -									
F. Subtotal, General Operating Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -									
H. Total Proj. Expenses Prior to Admin. Distribution	$ 180,456	$ 127,899	$ 24,566	$ 24,565	$ 3,426	$ -	$ -	$ -	$ -	
I. Distribution of Admininistrative Cost	$ 2,845		$ 4,687	$ (4,252)	$ 2,409	$ -	$ -	$ -	$ -	
J. Total Proj. Expenses After Admin. Distribution	$ 49,712		$ 19,879	$ 28,817	$ 1,017	$ -	$ -	$ -	$ -	

III. Computation of Rates	Grand Total		Service Adult Day Care 030	Service Adult Day Health 155	Service Adult Day Care-Transportation 031	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. Computation of Unit Cost Rate:									
1. Total Expenses (equals line II.J)	$ 49,712		$ 19,879	$ 28,817	$ 1,017	$ -	$ -	$ -	$ -
2. Total Projected Units			542	658	678				
3. Total Unit Cost Rate			$ 36.6764	$ 43.7943	$ 1.5000	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:									
1. Total Revenues (equals line I.J)	$ 49,712		$ 19,879	$ 28,817	$ 1,017	$ -	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 49,712		$ 19,879	$ 28,817	$ 1,017	$ -	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			542	658	678	-	-	-	-
5. Total Reimbursement Rate			$ 36.6764	$ 43.7943	$ 1.5000	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			532	647	651	-	-	-	-
D. Units Reimbursed Through Program Income*			10	11	27	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			-	-	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			542	658	678	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Russell Smith — Authorized Signature

COO — Title

6/8/21 — Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Trinity Living Center

1416-A South Martin Luther King, Jr. Ave.
Salisbury, NC 28144

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732
County: ROWAN
Budget Period: July 2021 through June 2022
Revision #: **Date:**

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Adult Day Care	X		$ -	$ 17,576	$ -	$ 17,576	$ 1,953	$ 19,529	$ -	$ 19,529	532	$ 36.6764	4	542
Adult Day Health	X		$ -	$ 25,485	$ -	$ 25,485	$ 2,832	$ 28,317	$ -	$ 28,317	647	$ 43.7943	5	658
Adult Day Care-Transportation		X	$ -	$ 878	$ -	$ 878	$ 98	$ 976	$ -	$ 976	651	$ 1.5000	5	678
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 43,938	$ -	$ 43,938	$ 4,883	$ 48,821	$ -	$ 48,821	1,830		14	1,878

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative	$ 3.61	$ 3.79
Proj. Reimbursement Rate	$36.68	$ 43.79
Administrative %	10.91%	9.49%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Authorized Signature, Title Date
Community Service Provider

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Trinity Living Center

County: ROWAN

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

For the list of citizens in need of adult day services, priority will be given to low income seniors and those with the highest level of needs. Trinity Living Center will keep a list and serve those that have been on the list the longest as openings become available, except for in the cases of those that present greater economic, social and/or health needs. As citizens inquire about adult day servcies and are added to the list, we will invite each person in for a trial day and assess their situation and needs of the individual and his/her caregiver(s). We will determine needs and priority during this visit. Information and referrals to other community resources will be given out during this time.

July 2021 through June 2022

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Trinity Living Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)

b. The subcontractor has not been barred from doing business at the federal level.

c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
http://www.ncdhhs.gov/control/retention/retention.htm

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Kesha L Smith 6/2/21

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Trinity Living Center

Name of Agency Administrator: Kesha Smith

Signature: Kesha L Smith

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

Exhibit 14A: List of Subcontractors **Region F - FY 2022** **County**: Rowan

Provider Name: Trinity Living Center **Provider Code:**

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

Subcontractor Name	**Type Agency** *Non-Profit For-Profit Government*	**Subcontracted Service Name**	**Subcontractor Contact Name, Address & Phone Number**	**Scope of the Subcontract** (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision,etc.)
Rowan Transit System (RTS)	**Government**	Transportation	Valerie Steele 2726 Old Concord Rd. Salisbury, NC 28146 (704) 216-7749	Subcontractor supplies transportation for particpants to and from Trintiy Living Center.

Attest Statement: Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

Provider Signature: Keisha L Smith **Title:** COO **Date:** 6/21/21

Version 2016

State Fiscal Year:	SFY 2021-2022
Provider Name:	Rowan County DSS
Address Line 1:	1813 E Innes Street
Address Line 2:	Salisbury, NC 28146
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered	Federal/State	Local Match	
	Adult Day Care		$ -	
	Adult Day Care-Transportation		$ -	
	Adult Day Health		$ -	
	In-Home Aide-Level I - Home Management	$ 2,200	$ 245	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Compu
	In-Home Aide-Level II - Personal Care	$ 177,000	$ 19,667	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Compu
	In-Home Aide-Level III - Personal Care	$ 29,000	$ 3,223	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Compu
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Adult Day Care	$ 15,277	$ 33.0877		0.0000	$ -	$ (33.0877)
Adult Day Care-Transportation	$ 431	$ 1.4969		0.0000	$ -	$ (1.4969)
Adult Day Health	$ 22,319	$ 39.9984		0.0000	$ -	$ (39.9984)
In-Home Aide-Level I - Home Management	$ 11,179	$ 17.7443	$ 2,200	23.2762	$ (8,979)	$ 5.5319
In-Home Aide-Level II - Personal Care	$ 187,966	$ 21.0323	$ 177,000	23.3322	$ (10,966)	$ 2.2999
In-Home Aide-Level III - Personal Care	$ 10,827	$ 25.3263	$ 29,000	23.3324	$ 18,173	$ (1.9939)
				0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Rowan County DSS
State Fiscal Year: SFY 2021-2022

Fiscal Period: July 2021 through June 2022

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Adult Day Care	SERVICE Adult Day Care-Transportation	SERVICE Adult Day Health	SERVICE In-Home Aide-Level I - Home Management	SERVICE In-Home Aide-Level II Personal Care	SERVICE In-Home Aide-Level III - Personal Care	SERVICE 0	SERVICE 0
Pam Leonard	Social Worker II	$ 17,573	1	FULL TIME	$ 17,573					$ 176	$ 14,937	$ 2,460		
Carrie Cameron	Social Worker II	$ 12,721	1	FULL TIME	$ 12,721					$ 127	$ 10,813	$ 1,781		
					$ -									
					$ -									
					$ -						

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Rowan County DSS
County: ROWAN
Budget Period: July 2021 through June 2022

I. Projected Revenues	Grand Total		Service: Adult Day Care 030	Service: Adult Day Care-Transportation 031	Service: Adult Day Health 155	Service: In-Home Aide-Level I - Home Management 041	Service: In-Home Aide-Level II - Personal Care 042	Service: In-Home Aide-Level III - Personal Care 045
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 208,200		$ -	$ -	$ -	$ 2,200	$ 177,000	$ 29,000
Required Minimum Match - Cash								
1) County General Fund	$ 23,133					$ 244	$ 19,667	$ 3,222
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 23,133		$ -	$ -	$ -	$ 244	$ 19,667	$ 3,222
Required Minimum Match -In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match -In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash +in-kind)	$ 23,133		$ -	$ -	$ -	$ 244	$ 19,667	$ 3,222
C. Subtotal. Fed/State/Required Match Revenues	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222
D. NSIP Cash Subsidy/Commodity Valuation	$ -		$ -	$ -	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages. Fringe Benefits and Costs	$ -							
Local Cash, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
4)	$ -							
F. Subtotal. Local Cash, Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
G. Subtotal. Other Revenues, Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	$ -							
2)	$ -							
3)	$ -							
H. Subtotal. Local In-kind Resources. Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -
I. Client Cost Sharing	$ -							
J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Adult Day Care 030	Service: Adult Day Care-Transportation 031	Service: Adult Day Health 155	Service: In-Home Aide-Level I - Home Management 041	Service: In-Home Aide-Level II - Personal Care 042	Service: In-Home Aide-Level III - Personal Care 045
Staff Salary From Labor Distribution Schedule								
1) Full-time Staff (do not include Title V workers)	$ 30,294	$ -	$ -	$ -	$ -	$ 303	$ 25,750	$ 4,241
2) Part-time staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
A. Subtotal. Staff Salary	$ 30,294	$ -	$ -	$ -	$ -	$ 303	$ 25,750	$ 4,241
Fringe Benefits								
1) FICA @ 7.65 %	$ 2,317	$ -	$ -	$ -	$ -	$ 23	$ 1,970	$ 324
2) Health Insurance	$ 6,921					$ 69	$ 5,883	$ 969
3) Retirement	$ 3,094					$ 31	$ 2,630	$ 433
4) Unemployment Insurance	$ -							
5) Worker's Compensation	$ 758					$ 8	$ 644	$ 106
6) Other	$ 909					$ 9	$ 773	$ 127
B. Subtotal. Fringe Benefits	$ 13,999	$ -	$ -	$ -	$ -	$ 140	$ 11,900	$ 1,959
Local In-Kind Resources Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
C. Subtotal. Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D. OAA Title V Worker Wages. Fringe Benefits and Costs	$ -							
Travel								
1) Per Diem	$ -							
2) Mileage Reimbursement	$ -							
3) Other Travel Cost	$ -							
E. Subtotal. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Operating Expenses								
1) Service Contract	$ 208,200					$ 2,200	$ 177,000	$ 29,000
2)	$ -							
3)	$ -							
4)	$ -							
5)	$ -							
6)	$ -							
7)	$ -							
8)	$ -							
F. Subtotal. General Operating Expenses	$ 208,200	$ -	$ -	$ -	$ -	$ 2,200	$ 177,000	$ 29,000
G. Subtotal. Other Administrative Cost Not Allocated in Lines II.A through E	$ -							
H. Total Proj. Expenses Prior to Admin. Distribution	$ 252,493	$ -	$ -	$ -	$ -	$ 2,643	$ 214,650	$ 35,200
I. Distribution of Administrative Cost	$ 21,160		$ -	$ -	$ -	$ 198	$ 17,983	$ 2,978
J. Total Proj. Expenses After Admin. Distribution	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222

III. Computation of Rates	Grand Total		Service: Adult Day Care 030	Service: Adult Day Care-Transportation 031	Service: Adult Day Health 155	Service: ome Aide-Level I - Home Manageme 041	Service: Persona me Aide-Level II - 042	Service: Personal me Aide-Level III - 045
A. Computation of Unit Cost Rate:								
1. Total Expenses (equals line II.J)	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222
2. Total Projected Units						105	8,429	1,381
3. Total Unit Cost Rate			$ -	$ -	$ -	$ 23.2762	$ 23.3322	$ 23.3324
B. Computation of Reimbursement Rate:								
1. Total Revenues (equals line I.J)	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222
2. Less: NSIP (equals line I.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 231,333		$ -	$ -	$ -	$ 2,444	$ 196,667	$ 32,222
4. Total Projected Units (equals line III.A.2)			-	-	-	105	8,429	1,381
5. Total Reimbursement Rate			$ -	$ -	$ -	$ 23.2762	$ 23.3322	$ 23.3324
C. Units Reimbursed Through HCCBG			-	-	-	105	8,429	1,381
D. Units Reimbursed Through Program Income*			-	-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			-	-	-	-	-	-
F Total Units Reimbursed/Total Projected Units			-	-	-	105	8,429	1,381

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature

Micah Ennis/Rowan County DSS Director
Title

6/1/2021
Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Rowan County DSS

1813 E Innes Street

Salisbury, NC 28146

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2021 through June 2022

Revision #: Date:

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Adult Day Care			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Adult Day Care-Transportation			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Adult Day Health			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
In-Home Aide-Level I - Home Management		X	$ -	$ 2,200	$ -	$ 2,200	$ 244	$ 2,444	$ -	$ 2,444	105	$ 23.2762	3	105
In-Home Aide-Level II - Personal Care		X	$ -	$ 177,000	$ -	$ 177,000	$ 19,667	$ 196,667	$ -	$ 196,667	8,429	$ 23.3322	50	8,429
In-Home Aide-Level III - Personal Care		X	$ -	$ 29,000	$ -	$ 29,000	$ 3,222	$ 32,222	$ -	$ 32,222	1,381	$ 23.3324	5	1,381
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 208,200	$ -	$ 208,200	$ 23,133	$ 231,333	$ -	$ 231,333	9,915		58	9,915

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Micah Ennis/Rowan County DSS Director 6/1/2021

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2021 through June 2022

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Rowan County DSS

County: ROWAN

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Rowan County Department of Social Services staff is fully informed of the OAA high priority status to serve low income minority individuals in accordance to their need for aging services. In the services area where we do have an inquiry list, it is standard practice to give high priority to low income minority seniors, with particular emphasis on those with the highest ADL needs. In review of this years' service records, there is evidence that 34% of all service recipients are from the minority population. Our outreach and service delivery method will continue to target low income groups. Our strategies include: presentation to local community groups/organizations, thoroughly assessing all intake calls to determine priority, assessing all Adult Protective Services cases to determine priority, distribution of brochures in target communities and seeking referrals from agencies who serve the target population.

July 2021 through June 2022

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan County DSS agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10.

Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)

b. The subcontractor has not been barred from doing business at the federal level.

c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13.

Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
http://www.ncdhhs.gov/control/retention/retention.htm

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Micah Ennis/Rowan County DSS Director 6/1/2021

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Rowan County DSS

Name of Agency Administrator: Micah M. Ennis

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a clien the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by th

4. You have the right to be fully informed in advance of any changes in the care that yo receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in a nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be re held in strict confidence, to be shared only with your written consent and as it relates obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your prc

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe ar professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for service

12. If you are denied service solely on you inability to pay, you have the right to be refer elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency ar program in particular.

14. You have the right to be fully informed about other services provided by this agency

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:	6/7/2021
SUBJECT:	ILS and Airfield Lighting Maintenance Contract

Contract with ILS Technical Services Inc. (Rocky Kennedy) for maintenance of the airports Instrument Landing System (ILS), non-directional beacon (LOM) and airfield lighting system through June 30, 2024.

Approve the contract for entry in the control process and signature of the County Manager.

ATTACHMENTS:

Description	Upload Date	Type
ILS and Airfield Lighting Maintenance Contract	6/7/2021	Exhibit

PART I.
MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF ROWAN AND
ROCKY KENNEDY (Non-Fed Technician)

This agreement is made and entered into on this the _____ day of_____, 2021, by and between ____COUNTY OF ROWAN_____, hereinafter referred to as the owner, and ILS TECHNICIAL SERVICES, INC. hereinafter referred to as the contractor.

WHEREAS, the Owner is the owner of certain systems known as the INSTRUMENT LANDING SYSTEM (ILS), NON-DIRECTIONAL BEACON (LOM), and the AIRFIELD LIGHTING SYSTEMS at MID-CAROLINA REGIONAL AIRPORT, where the owner is charged with the responsibility of maintaining the following lighting or electronic equipment:

AIRPORT SYSTEMS INTERNATIONAL, Inc.	
LOCALIZER	Model No. 1100-0103
GLIDE SLOPE	Model No. 1110-0110
MARKER BEACON(S)	Model No. 1130-0102
RECEIVER MONITER	Model No. 1134-0102
SOUTHERN AVIONICS, Inc.	
NON-DIRECTIONAL BEACON	Model No. SA-25
ADB, INC.	
RUNWAY LIGHTING SYSTEM	Model No. L-861
TAXIWAY / SIGNAGE SYSTEMS	Model No. L-858
P.A.P.I, APPROACH PATH SYSTEM	Model No. L-881
RUNWAY END IDENTIFIER	Model No. L-849
ROTATING BEACON	Model No. DCB-36
LIGHTED WIND SOCK	Model No. WC-36
M.A.L.S.R. APPROACH LIGHTING SYSTEM	

WHEREAS, the contractor has the staff available, certified to service and maintain the said electronic equipment of the owner to a standard of performance required by the Federal Aviation Administration (F.A.A.) and the Federal Communications Commission (F.C.C.)

WHEREAS, the owner desires to obtain the services of the contractor on a regular basis for the purpose of servicing and maintaining the I.L.S. System Electronic Equipment, LOM

Electronic Equipment, and Airfield Lighting Systems at the Mid-Carolina Regional Airport. NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

1. MAINTENANCE SERVICES TO BE PERFORMED BY THE CONTRACTOR:

A. The Contractor shall provide the labor of qualified technicians to service and maintain said equipment, in accordance with standards promulgated by the Federal Aviation Administration (F.A.A.) and Federal Communications Commission (F.C.C.). Said maintenance and service shall not include the installation of new or replacement equipment, the relocation of said equipment, nor repairs for damage caused by aircraft or vehicles, lightning, high water, or acts of God. (See attached Part II, Maintenance Requirements)

B. Coordinate all purchases/exchanges for replacement parts, modules, components, and circuit cards with the owner.

C. Provide technical assistance during all routine ground and flight checks of the facility.

2. PAYMENT OF THE CONTRACTOR FOR SERVICES:

The Owner shall pay or cause to be paid, to the contractor the sum of: ONE THOUSAND, SEVEN HUNDRED NINETY FIVE AND 00/100 DOLLARS ($1,795.00) per month paid on a MONTHLY basis within thirty (30) days of said invoice, for the maintenance services.

3. REPLACEMENT PARTS AND ACCESSORIES:

A. All charges or fees for replacement or exchange parts and/or accessories shall be invoiced to the Owner, which sums shall be paid to the contractor within thirty (30) days.

B. All charges or fees for calibration of owner provided test equipment, when required shall be invoiced to the Owner, which sums shall be paid to the contractor within thirty (30) days.

4. TERM:

This agreement shall be for the term of THREE (3) year(s), commencing on JULY 1st, 2021 and ending on JUNE 30th, 2024.

Either party may terminate this agreement, after a sixty (60) day notice is given. This agreement may be terminated immediately by written consent of all parties. The undersigned also agree that noncompliance with any of the above requirements will be grounds for cancellation of this agreement. At any time that this agreement is canceled or the contractor has discontinued providing services to the above equipment at the owner's facility as the maintenance technician of record, the F.A.A. shall be notified within 10 days, as required by the Federal Aviation Administration.

Each party agrees to protect, defend, indemnify and hold the other party and it officers, employees and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges and professional fees or other expenses or liabilities of every kind and character arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the other or its employees.

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

IN WITNESS THEREOF, the parties have executed this Maintenance Agreement on this the date and year first written above.

Owner

COUNTY OF ROWAN

By:_____
Aaron Church

Title: County Manager

Contractor

ILS TECHNICIAL SERVICE INC.

By:_____
Rocky Kennedy

PART II. MAINTENANCE REQUIREMENTS

A. G*eneral.*

1. The facility shall be maintained in accordance with applicable subparts of FAR 171 and the manufacturer's instruction manuals, maintenance technical handbooks, and/or other F.A.A. approved requirements. The standard F.A.A. required standards and tolerances will be used. If they do not exist, then the manufacturer's guidelines and manual shall be used.

NOTE: The maintenance schedules and requirements contained in these publications are to be considered a minimum level of maintenance in accordance with FAR Part 171.

2. The F.A.A. shall be responsible for providing FAA Forms and appropriate publications as required for the maintenance of this facility. These forms are made available by the F.A.A. at no charge.

3. If a verified maintenance technician is not assigned or if the maintenance schedules as set forth by the F.A.A. maintenance procedures are not adhered to, this equipment shall be removed from service unless the owner or his designated representative has coordinated the exact circumstances with the F.A.A.

4. Facility Reference Data File, Appendix 1, (Facility requirements performance and adjustment data forms, called Record of Meter Readings and Adjustments, FAA Form 198 in FAR 171) shall be filled out by the owner or the owners designated representative at the time of the facility commissioning. The original must be kept in the permanent records of the facility, and one copy must be sent to the appropriate office of the F.A.A. The owner or owner's designated representative, must revise the data after any major repair, modernization, or retuning to reflect an accurate record of the facility operation and adjustment. In the event the data is revised, the owner or owner's designated representative must notify the appropriate F.A.A. office of such revisions and forward copies of the revisions to the appropriate F.A.A. office within 10 working days.

5. Facility Maintenance Log, FAA Form 6030-1

A. This log (called Facility Maintenance Log, FAA 406c, in FAR Part 171) is a permanent record of all of the activities required to maintain the facility. Log entries shall be clear, complete, concise, and recorded in Coordinated Universal Time (UTC). The entries must include all malfunctions encountered in maintaining the facility, including information on the kind of work and adjustments made, equipment failures, causes (if determined) and corrective action taken. In addition, the entries must include statements describing periodic maintenance activities required to maintain the facility, facility verification statements, and NOTAM Information. The

original white pages of the maintenance logs shall be retained at the facility for a period of not less than three (3) years. A copy of the log pages shall be sent to the appropriate Airway Facilities Sector Field Office for review within 10 working days after the next facility visit after the end of the month/quarter/semiannual inspection.

B. Among the most important entries in the facility maintenance log are those indicating the verification status of the system, sub-system, or equipment. For the purpose of this agreement, the word "certification" used in F.A.A. directives shall be synonymous with "verification". Verification statements shall be entered in the facility maintenance log (FAA Form 6030-1) in accordance with appropriate FAA directives and orders. A verification statement shall be made before returning a system, sub-system, or equipment to service after the system has been out of service due to hardware or software failure and whenever maintenance work has been which may have affected the verification parameters.

6. Technical Performance Record, FAA Form 6000 Series (called Radio Equipment Operations Record, Form 418, in FAR 171) contains a record of system parameters recorded during each visit to the facility. The owner, or owners designated representative, shall keep the original page of the technical performance record at the facility and send a copy to the appropriate FAA Airway Facility Sector Field Office for review within 10 working days on a semiannual basis.

7. Improvement in maintenance equipment or procedural modifications shall be funded and incorporated by the owner, following approval by the F.A.A. An addendum to the operations and Maintenance Manual, approved by the F.A.A. shall be completed if necessary.

8. The Owner or owners designated representative shall notify the F.A.A., for approval any proposed modifications to the facility and shall not permit any modifications to be performed without specific F.A.A. approval.

9. Neither the equipment nor the antenna will be replaced or relocated without prior F.A.A. approval. No construction is to be planned in the vicinity that may alter or affect the facility without first coordinating with the F.A.A. Status monitor receivers shall not be removed or relocated without F.A.A. approval.

10. Vegetation, trees, snow depth, and other potential obstructions to the accuracy of the facility operations shall be controlled in accordance with applicable F.A.A. handbooks.

11. The facility shall be kept locked at all time. Normal protection shall be provided to ensure that unauthorized personnel do not have access to the equipment.

12. F.A.A. Flight Inspections will be preformed as required in the F.A.A. handbook OAP 8200.1 United States Standard Flight Inspection Manual. The owner shall provide at the facility, Air-to-Ground communications on 135.85 MHZ or 135.95 MHZ for flight inspection operations when required. The verified maintenance technician shall participate in this flight inspection as required by the F.A.A. Those activities are outlined in the F.A.A. handbook.

13. Ground Inspections

A. F.A.A. Ground Inspections will be accomplished according to the facility type as outlined in the F.A.A. handbook. The verified maintenance technician shall be contacted by the appropriate F.A.A. Airways Facilities Sector Field Office to schedule a ground inspection. The owner of the facility shall be notified of all flight and ground Inspections. Failure to meet the technical standards for equipment maintenance may be grounds for cancellation of the facility's Instrument Approach Procedure.

B. The F.A.A. may conduct a follow up inspection when the facility may have been a factor in an aircraft accident / incident.

14. Occupational Safety and Health Administration (OSHA) requirements shall be followed to insure the safety of personnel in or at the facility. Vegetation shall be controlled to allow access to the facility.

IN Accordance with the requirements of the applicable provisions of F.A.A. FAR Part 171 and the Operations Maintenance Manual (OMM) for the RUQ/LOC; RUQ/End Fire GS; RUQ/OM; RUQ/NDB; and RUQ/MALSR serving Mid Carolina Regional Airport, as approved by the Federal Aviation Administration, ILS Technical Service, Inc. will provide verified maintenance technicians which have been approved for this facility.

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: Allen Cress
DATE: 6/8/2021
SUBJECT: Lifting of Rental Moratorium

At the March 1, 2021 Board of Commissioner's meeting a moratorium on rental events at the West End Plaza was approved on the consent agenda. This was requested due to the extensive use of the property as a COVID-19 drive thru vaccination clinic. In my opinion the use of the facilities and grounds was a huge success in our efforts to vaccinate our citizens. We have since discontinued its use. I am requesting that the moratorium be lifted by the commissioners.

Request to be approved on the Consent Agenda

ATTACHMENTS:

Description	Upload Date	Type
Moratorium Lift	6/8/2021	Cover Memo

ROWAN COUNTY EMERGENCY SERVICES
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 **[f]** 704-216-8921

M E M O R A N D U M

TO: Aaron Church, Rowan County Manager
FROM: Allen Cress, Chief-Rowan County Emergency Services
SUBJECT: Release of Rental Moratorium at WEP
DATE: June 8, 2021

Aaron,

At the March 1, 2021 Board of Commissioner's meeting a moratorium on rental events at the West End Plaza was approved on the consent agenda. This was requested due to the extensive use of the property as a COVID-19 drive thru vaccination clinic. In my opinion the use of the facilities and grounds was a huge success in our efforts to vaccinate our citizens. We have since discontinued its use. I am requesting that the moratorium be lifted by the commissioners.

Allen

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: June 15, 2021
SUBJECT: Construction Manager At RIsk Request for Qualifications

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ATTACHMENTS:

Description	Upload Date	Type
Memorandum	6/16/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

TO: Rowan County Commissioners
FROM: Aaron Church, Rowan County Manager
DATE: June 16, 2021
SUBJECT: CM at RISK REQUEST FOR QUALIFICATIONS

This agenda item is requesting that the Board of Commissioners authorize the County Manager to issue a Construction Manager at Risk Request for Qualifications to hire a contractor to provide construction management at risk services for the replacement of residential water plumbing in homes in the NEWS Water System where the lead concentration is above the upcoming federal Trigger Level of 10 (ten) parts per billion.

To be eligible customers will be required to participate in two additional Lead and Copper tests administered by the County or a representative of the County before replacements begin.

BOARD ACTION

1. Motion to authorize the Manager to issue a Construction Manager at Risk for Qualifications to hire a contractor to provide construction management at risk services for the replacement of residential water plumbing in the NEWS Water System where the lead concentration is above the upcoming federal Trigger Level of 10 (ten) parts per billion.

2. Motion to authorize the Manager to notify each customer that may be eligible for residential water plumbing replacement and the requirement to participate in two additional Lead and Copper tests administered by the County or a representative of the County.

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:	Don Bringle, Director of Facilities Management, Park and Rec.
DATE:	6/21/2021
SUBJECT:	Engineering Fee Waterwheel Sloan Park

Approval for engineering fee for waterwheel repair at Sloan Park.

ATTACHMENTS:

Description	Upload Date	Type
Engineering Fee Waterwheel Sloan Park	6/9/2021	Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and _S. E. Collins., 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: _S. E. Collins, Inc.___

Name: _Sam E. Collins, PE__

Title: _President__

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

With regard to Kerr Mill Water Wheel replacement at Sloan Park, Rowan County, NC, we shall provide consulting engineering services associated with and including written specifications for replacement of water wheel, assistance with bidding, assistance with pay applications, and on site final inspection with written report.

B. Term of the Agreement.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

C. Payment to the Provider.

The County shall pay the Provider a total of $4,500.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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.

E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	S. E. Collins, Inc 1817 East Innes Street, Suite 201 Salisbury, NC 28146 scollins@scollinseng.com 704 638 6337

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: _____	BY: S. E. Collins, Inc.
Name: Aaron Church	Name: Sam E. Collins, PE
Title: County Manager	Title: President
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)

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:

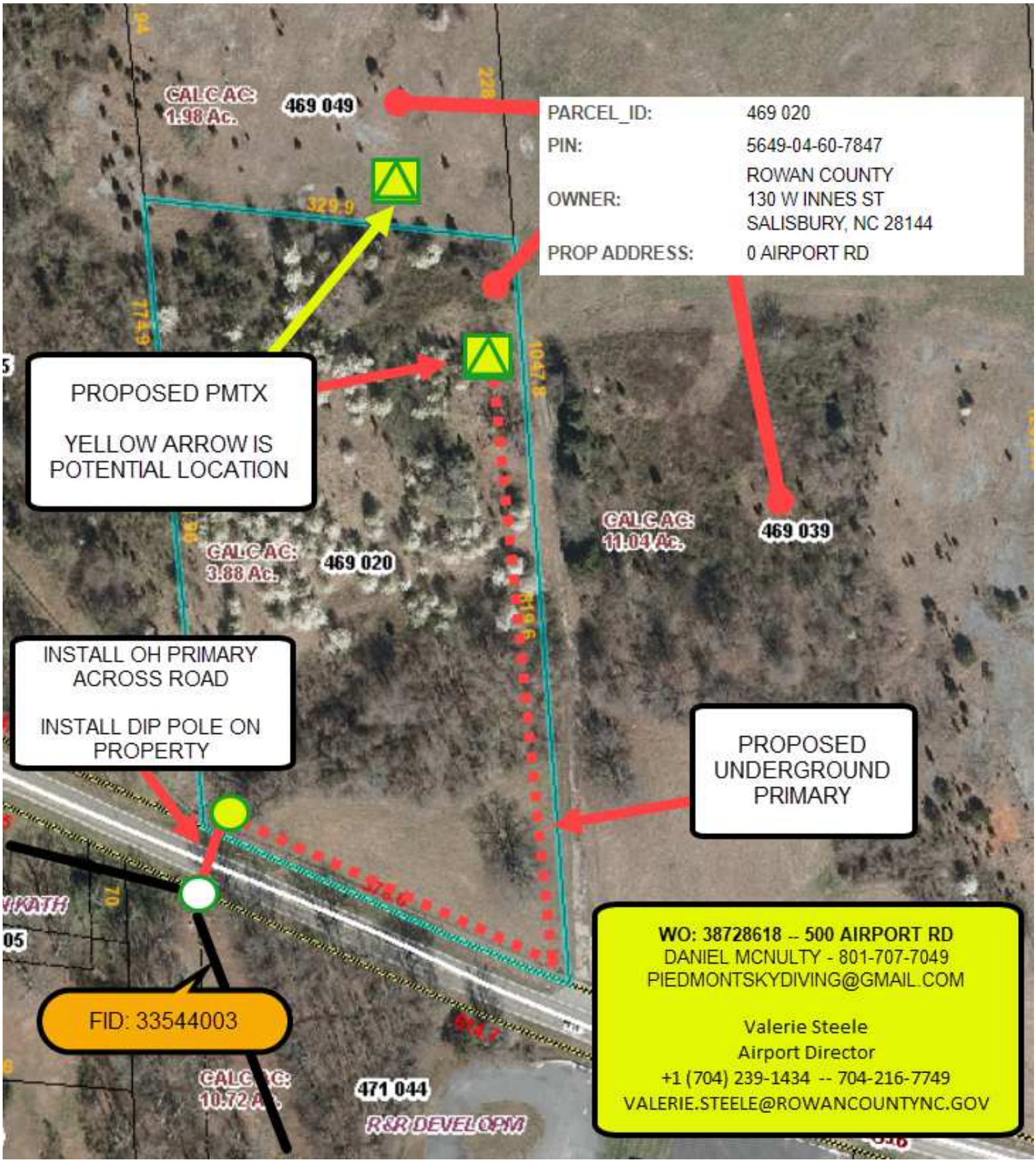
FROM:	Valerie Steele, Airport & Transit Director
DATE:	6/10/2021
SUBJECT:	Duke Energy Easement Form 500 Airport Rd (Piedmont Skydiving)

Duke Energy easement document required by Duke Energy Carolinas to install facilities to serve 500 Airport Road (Piedmont Skydiving).

Approve easement and authorize the County Manger to sign.

ATTACHMENTS:

Description	Upload Date	Type
Aerial	6/10/2021	Exhibit
Easement Form	6/10/2021	Exhibit


CALC AC:
1.98 Ac.
469 049
PARCEL_ID: 469 020
PIN: 5649-04-60-7847
OWNER: ROWAN COUNTY
130 W INNES ST
SALISBURY, NC 28144
PROP ADDRESS: 0 AIRPORT RD
329.9
1149
1042.8
PROPOSED PMTX
YELLOW ARROW IS POTENTIAL LOCATION
CALC AC:
3.88 Ac.
469 020
CALC AC:
11.04 Ac.
469 039
INSTALL OH PRIMARY ACROSS ROAD
INSTALL DIP POLE ON PROPERTY
PROPOSED UNDERGROUND PRIMARY
FID: 33544003
CALC AC:
10.72 Ac.
471 044
R&R DEVELOPM
WO: 38728618 -- 500 AIRPORT RD
DANIEL MCNULTY - 801-707-7049
PIEDMONTSKYDIVING@GMAIL.COM
Valerie Steele
Airport Director
+1 (704) 239-1434 -- 704-216-7749
VALERIE.STEELE@ROWANCOUNTYNC.GOV

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Branch, Chris
2818 S. Main St
Concord, NC 28027

Parcel # 469 049;020;055;039

EASEMENT

State of North Carolina

County of Rowan

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **ROWAN COUNTY**, a body politic ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 741, Page 93 and 89, Rowan County Register of Deeds ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

ROWAN COUNTY
a body politic Entity Type

_____ (SEAL)
Aaron Church, County Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Aaron Church, as County Manager of ROWAN COUNTY, a body politic Entity Type, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20_____.

(Notary Seal)

Notary Public: _____

Commission expires: _____

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: Caleb Sinclair
DATE: 6/10/2021
SUBJECT: Request for Approval T.O. 2021-01 HDR-Landfill

This Task-Order submitted by HDR. Engineering involves the preparation of a construction permit per NCDEQ rule and in accordance with G.S. 15A NCAC 13B-1617 for next phase construction of the Rowan County Landfill facility (Phase V). The project scope includes a design/hydrogeologic report and preliminary site work for construction of phase V of the Rowan County Landfill facility located at 789 Campbell Road in Woodleaf.

It is the recommendation of the Rowan County Dept. of Environmental Management that the Board of Commissioners approve Task-Order # 2021-01 submitted by HDR Engineering for our currently budgeted landfill (Phase V) project.

ATTACHMENTS:

Description	Upload Date	Type
HDR Task Order 2021-01 Phase V Landfill	6/10/2021	Cover Memo
Landfill Engineering Master Contract HDR	6/10/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Caleb Sinclair, Director
DEPT: Environmental Management (Landfill)
DATE: 06/04/2021
SUBJECT: HDR Task Order Request for Approval (T.O. # 2021-01)

PURPOSE OF CONTRACT:

This Task Order (2021-01) is subsequent to the HDR Master Agreement Contract # 21015 and represents work associated with the design and construction of the next scheduled phase of our landfill facility (Phase V of IX). This scope addresses: the preparation of a construction permit application per the NC Dept. of Environmental Quality rule .1617 for phased landfill construction, site study requirements and to investigate the extents of rock to be removed in the development of the Phase V area. The project budget for this task order are included in the current budget year (FY-2021).

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

6-4-2021
DATE

DocuSign Envelope ID: 3BD0C0D1-CE42-447A-A72C-7E46457365F8

TASK ORDER 2021-01

ENGINEERING SCOPE OF SERVICES
for
ROWAN COUNTY LANDFILL PHASE V
DESIGN HYDROGEOLOGIC INVESTIGATION

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed January 25, 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2021 - 01

PROJECT NAME: PHASE V DESIGN HYDROGEOLOGIC INVESTIGATION

PART 1.0 PROJECT DESCRIPTION:

Rowan County (County) is currently permitted to operate the Rowan County Landfill located on Campbell Road in Woodleaf, North Carolina under North Carolina Department of Environment and Natural Resources (NCDENR) Permit Number 80-03.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

This scope addresses the work to prepare a construction permit application per NCDENR Rule .1617 for the next phase of the landfill, referred to as Phase V. This phase is expected to encompass approximately 20 acres adjacent to Phase IV. This scope is to complete the Design Hydrogeologic Report and to investigate the extents of rock to be removed in development of the Phase V area. This application will be prepared in general accordance with 15A NCAC 13B.1617 and the associated sections of the .1600 series rule.

TASK SERIES 1 – DESIGN HYDROGEOLOGIC REPORT (Rule .1623(b))

Task Series 1 includes the development of the Design Hydrogeologic Report for the Phase V expansion area of the Rowan County Landfill.

Narrative: This task provides a more detailed evaluation of the site than that performed in the Site Study. Emphasis is placed on hydrogeologic evaluation in the proposed landfill footprint. The rule requires an average of one boring per acre unless otherwise approved by the NCDEQ Division of Waste Management (Division).

Activities: This work includes both field data collection activities and preparation of supporting documentation to be included as part of the Construction Permit Application.

- Prepare a work plan for the installation borings and piezometers for NCDEQ approval.
- Solicit prices from licensed drillers for implementing the work plan.

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- Oversee drilling operations to include up to 20 boring locations with an average depth of 70 feet;
  - Advance three 10-foot long non-directional rock cores;
  - Collect split-spoon soil samples with standard penetration tests collected at 5-foot intervals;
  - Obtain up to 50 undisturbed Shelby soil tubes;
  - Submit the following samples for laboratory analysis:
    - Up to 50 samples for particle size with hydrometer for fines, saturated hydraulic conductivity, porosity, and effective porosity;
    - Up to 10 Atterberg limit tests;
    - Up to 4 consolidation tests;
    - Up to 4 Consolidated-Undrained shear strength tests with pore pressure measurements;
  - Convert soil borings which encounter groundwater to piezometers. The three rock core borings will be converted to deep piezometers.
- Conduct a two-day exploratory direct-push drilling program to evaluate the extent of shallow rock/boulders within Cell V. Drilling will be conducted using a GeoProbe™ and the presence/absence of boulders would be evaluated and field-mapped via probe refusal.
- Conduct monthly water level readings for a year at each piezometer for use in evaluating estimated seasonal high water level.
- Run slug tests on up to five piezometers for use in estimating the hydraulic conductivity of the subsurface soils.
- Perform a field survey of the installed piezometers and the Phase V area.
- Update the existing Methane Gas Probe Location Map by adding the proposed stations needed for Phase V.
- Update the existing Monitoring Well Location Map by adding the proposed monitoring wells for Phase V.

Deliverables: Completed Design Hydrogeologic Report for inclusion in the Phase V Construction Permit Application including the following:

- Boring and piezometer logs with surveyed location map.
- Laboratory data related to soils testing.
- Water table potentiometric surface elevation map for single, stabilized groundwater monitoring event.
- Estimated long-term seasonal high groundwater surface.
- Estimated aquifer properties such as hydraulic gradient, seepage velocity, and contaminant migration potential to aid in determining placement of proposed groundwater monitoring wells.
- Two subsurface cross-sections depicting subsurface geology and hydrogeology.
- Updated Landfill Gas and Groundwater Monitoring Maps for the MSW unit.

Clarifications:

1. In accordance with the NCDEQ Rules, the site will be permitted in phases which roughly equate to a landfill capacity for five years of the projected waste stream.
2. It is assumed that no more than 20 acres will be required to provide the five-year capacity; therefore, a maximum of 20 borings will be installed under this

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scope. This scope assumes NCDEQ will approve the work plan as outlined above. If additional work is required, HDR may request additional fees.

3. Abandonment of temporary piezometers is not included in this scope. It may be desirable to maintain some of these piezometers long-term for monitoring water levels and potential inclusion in the groundwater monitoring network. Abandonment will be included in future scopes, as needed.
4. Rowan County will provide access and clearing required during drilling activities. HDR will coordinate these needs with landfill staff.
5. Temporary piezometers will not include permanent well covers or concrete pads. The landfill will be responsible for protecting the wells during the application and approval process.

Schedule:

HDR will mobilize to commence drilling within 2 weeks of executed Notice to Proceed, or as soon as feasible pending driller availability. We anticipate that the drilling program proposed herein will take approximately 30 days to complete. Subsequent to well installation, HDR will measure groundwater levels in the newly installed wells on a monthly basis for a period of 1 year. Based upon this schedule, we anticipate submittal of the Design Hydrogeologic Report in September 2022.

Fee Estimate:

HDR will perform the work described below on a per diem basis, in accordance with the rates shown on Attachment 1.

Description of Work	Estimated Fee
Task Series 1 – Design Hydrogeologic Report	$215,300

This Task Order is executed this _____ day of _____, 20_____.

ROWAN COUNTY, NORTH CAROLINA "OWNER"		HDR ENGINEERING, INC. OF THE CAROLINAS "ENGINEER"	
DATE:	_____	DATE:	5/11/2021
BY:	_____	BY:	DocuSigned by: Robert J. Rella C1C00779549D45D...
NAME:	_____	NAME:	Robert J. Rella, PE
TITLE:	_____	TITLE:	Senior Vice President
ADDRESS:	_____ _____ _____	ADDRESS:	440 South Church St. Suite 1000 Charlotte, NC 28202

DocuSign Envelope ID: 3BD0C0D1-CE42-447A-A72C-7E46457365F8

ATTACHMENT 1

COMPENSATION

This Attachment pertains to an Agreement by and between Rowan County ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated January 25, 2021, ("the Agreement").

This Attachment shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of the Agreement.

2021 labor rates for services performed on a per diem basis:

LABOR (Billing Rates)

Client Manager/Principal	$225 - $255/hour
Senior Technical Resource	$190 - $240/hour
Senior Project Manager	$170 - $210/hour
Project Manager	$130 - $170/hour
Senior Project Engineer	$155 - $195/hour
Project Engineer	$125 - $155/hour
Staff Engineer	$ 85 - $120/hour
Staff Hydrogeologist	$100 - $140/hour
Senior Environmental Scientist	$120 - $175/hour
Staff Environmental Scientist	$ 80 - $115/hour
Senior Designer	$110 - $140/hour
Staff CADD Technician	$ 80 - $100/hour
Senior Project Administrator	$ 90 - $125/hour
Administrative Support	$ 65 - $ 85/hour
Senior Resident Project Representative	$110 - $150/hour
Staff Resident Project Representative	$ 70 - $110/hour

The labor rates listed provide a range for each category of service. Tasks will be performed on a lump sum or per diem basis depending on the type of service provided. HDR will endeavor to utilize the most qualified individual at the lowest billing rate category in conjunction with the Rowan County effort. Rates will be adjusted annually based on the calendar year.

EXPENSES

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and subcontractors cost (drillers, etc.) will be marked up by 10%.

QUALITY ASSURANCE/QUALITY CONTROL

HDR has in place a detailed Quality Assurance/Quality Control Program for our clients' projects. We would appreciate the opportunity to review this program with the County and discuss how it is consistently applied across HDR's projects. At the core of HDR's mission is delivering quality service to our clients, which includes successful compliance with project schedules.

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of Jan 25, 2021, between Rowan County, North Carolina, hereinafter referred to as "OWNER", and HDR Engineering, Inc. of the Carolinas, hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services." Refer to Attachment 1 – Compensation for a list of billing rates.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

SECTION V. NON-APPROPRIATION CLAUSE

ENGINEER 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 ENGINEER 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 ENGINEER of such limitation or change in Rowan County's legal authority.

SECTION VI. CONTRACT TERM

Services will be for a period of five (5) years from the date of the Agreement is made unless extended through mutual consent of the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

BY: 

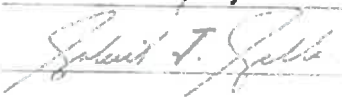
NAME: Aaron Church

TITLE: County Manager

ADDRESS: 130 W. Innes Street
Salisbury, NC 28144

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: January 14, 2021

BY: 

NAME: Robert J. Rella, PE

TITLE: Senior Vice President

ADDRESS: 440 S. Church St. Suite 1000
Charlotte, NC 28202

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.


James Howden | Jan 22, 2021 14:27 EST

EXHIBIT A

TASK ORDER YYYY-NN (sequential by year)

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated _____, 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

_____	HDR ENGINEERING, INC. OF THE CAROLINAS
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

HDR Engineering, Inc. of the Carolinas
Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. **OPINIONS OF PROBABLE COST (COST ESTIMATES)**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the laws of the state of North Carolina.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS AND ASSIGNS**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**
OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving sixty (60) days written notice. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**
If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. **CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. **HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. **LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

18. **UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

ATTACHMENT 1

COMPENSATION

This Attachment pertains to an Agreement by and between Rowan County ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), dated Jan 25, 2021 ., ("the Agreement").

This Attachment shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of the Agreement.

2021 labor rates for services performed on a not-to-exceed basis:

LABOR (Billing Rates)

Client Manager/Principal	$225 - 255/hour
Senior Technical Resource	$190 - $240/hour
Senior Project Manager	$170 - $210/hour
Project Manager	$130 - $170/hour
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QUALITY ASSURANCE/QUALITY CONTROL

HDR has in place a detailed Quality Assurance/Quality Control Program for our clients' projects. We would appreciate the opportunity to review this program with the County and discuss how it is consistently applied across HDR's projects.

At the core of HDR's mission is delivering quality service to our clients, which includes successful compliance with project schedules.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Ohio Casualty Insurance Company	24074
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HDR Engineering, Inc. of the Carolinas
1917 South 67th Street
Omaha, NE 68106

COVERAGES **CERTIFICATE NUMBER:** W16487712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [X] LOC OTHER:			TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 0			EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-444950-010	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional engineering, consulting, and related services.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is Follow Form over General Liability, Auto Liability and

CERTIFICATE HOLDER

Rowan County
Attn: Caleb Sinclair
PO Box 430
East Spencer, NC 28039

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		EDR Engineering, Inc. of the Carolinas 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Employers Liability.

Additional Insured: Owner.

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Contract: HDR Master Agreement

Workflow Acknowledgment

Director	Caleb Sinclair (Jan 21, 2021 17:17 EST)	Jan 21, 2021
Purchasing Agent	David Sifford (Jan 21, 2021 17:19 EST)	Jan 21, 2021
Insurance		Jan 21, 2021
Technology		Jan 22, 2021
Legal	Jay Rees (Jan 22, 2021 13:32 EST)	Jan 22, 2021

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:	06-11-2021
SUBJECT:	Blue Cross Blue Shield of NC Amendment and Contract

On 05-03-21, the Board of Commissioners approved the award of the bid for health insurance administrative services and specific stop loss insurance to Blue Cross Blue Shield of America. Attached please find the corresponding Amendment and Contract for approval.

Please approve the attached Amendment to Administrative Services Agreement and Specific Stop Loss Insurance Contract between Blue Cross Blue Shield of North Carolina and Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Amendment and Contract	6/11/2021	Backup Material

To: Rowan County

From: Blue Cross and Blue Shield of North Carolina (Blue Cross NC)

Re: Administrative Services Agreement (ASA) Contract Changes – 2021

Date: May 2, 2021

Attached is the 2021 renewal amendment for your (ASA) Administrative Services Agreement with Blue Cross NC. Below is a brief overview of the changes Blue Cross NC is proposing to the ASA for this Agreement Period.

1. Amendment re: Value-Based Programs - Vendors. This agreement is being amended to reflect the inclusion of contracted health care service vendors in value-based compensation arrangements. Applicable definitions in Article 1 and Section 5.17 have been updated.

2. Amendment re: Value-Based Programs - Payment. Section 5.17 has been updated to reflect present billing processes.

3. Amendment re: Claims Processing. Section 7.1 has been updated to clarify that claims processing is per Blue Cross NC standard processes and policies and timeframes are not adjusted for stop loss coverage.

4. Amendment re Blue Cross NC Guidelines. Section 7.4 has been updated to clarify that any deviation from Blue Cross NC standard policies and procedures for claims adminstration must be mutually agreed upon by the parties in writing.

5. Amendment re: Timing of Payment of Fees, Costs and Expenses. This agreement is being amended to update the section Timing of Payment of Fees, Costs and Expenses to align language with the Facets platform invoicing process.

6. Amendment re: Medical Plan Prescription Rebates. This agreement is being amended to remove Section 10.6 in its entirety.

7. Amendment re: Notices. This provision will be updated at each renewal to ensure we have the most current contact information.

8. Administrative Fees Exhibit. The new exhibit reflects the current renewal rates as well as any other changes to this exhibit.

9. Pharmacy Program Exhibit. This exhibit is being updated to clarify the terms of the Pharmacy Program.

10. Performance Guarantee Exhibit. The new exhibit reflects the Performance Guarantees for the current Agreement Period.

If you have any questions concerning the amendments listed above or to the content in the amendment, please contact your Blue Cross NC Strategic Client Consultant or Blue Cross NC ASO Contract Management via jane.park@bcbsnc.com for assistance.

Thank you.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT ("Amendment") is made and entered July 1, 2021, by and between Rowan County ("Plan Sponsor"), Rowan County Group Health Plan ("Group Health Plan") and Rowan County ("Plan Administrator") and Blue Cross NC (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into an Administrative Services Agreement (the "Agreement") pursuant to which Blue Cross NC provides certain services with respect to administration of the Group Health Plan;

WHEREAS, the Parties desire to amend the Agreement regarding certain matters as provided for herein;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree to amend and renew the Agreement effective July 1, 2021 as follows:

1. Section 1.33 (Definitions- "Value-Based Payment or Value-Based Compensation") shall be deleted in its entirety and replaced with the following:

   1.33 "Value-Based Payment or Value-Based Compensation" means compensation paid to a Provider and/or Vendor based in-whole or in-part on the achievement of goals related to cost, quality, utilization or other outcomes.

2. Section 1.34 (Definitions- "Value-Based Program") shall be deleted in its entirety and replaced with the following:

   1.34 "Value-Based Program" means a healthcare payment model by which compensation to Providers and/or Vendors is determined, in whole or in part, by the achievement of goals related to cost, quality, utilization or other outcomes.

3. This Agreement shall be amended by adding the following Section 1.36 (Definitions- "Vendors").

1.36 "Vendor" means a third-party company or Provider that contracts with Blue Cross NC or the Plan Sponsor to assist in the achievement of Value-Based Program goals related to cost, quality, utilization or other outcomes.

4. Section 5.17 (Value-Based Programs) shall be deleted in its entirety and replaced with the following:

5.17 Value-Based Programs.

a. **Overview**. In addition to fee-for-service payments for Covered Services, Blue Cross NC has Value-Based Compensation arrangements under which a Provider or Vendor's compensation is based, in whole or in part, on the achievement of goals related to cost, quality, utilization, care or condition management, or other outcomes. Value-Based Compensation to Providers and/or Vendors may be either positive or negative, and can take various forms, including, but not limited to prospective payments, retrospective settlements, incentive-based fee schedules, provider cost savings disbursements, care coordination fees, utilization/efficiency incentives, capitation arrangements, and/or other allowed amounts. Value-Based Compensation may also be incorporated into models related to new forms of health care delivery and provider-payer collaborations, such as Patient-Centered Medical Homes (PCMH), Accountable Care Organizations (ACO), episodic-based arrangements (bundles), Pay for Performance, narrow networks and provider-specific products and services.

b. **Attributed Members**. Fees charged under this Section 5.17 shall apply only to Members who are Attributed Members. Provider and Vendor attribution requirements will vary by Provider or Vendor and may be based on factors such as claims experience, condition, diagnosis, or primary care provider designation. A Member will be attributed to Provider(s) and/or Vendor(s) for a given month if he or she satisfies the attribution requirements for those Provider(s) or Vendor(s) at any time during that month. There will be no retroactive changes or adjustments to PAMPM billings based on retroactive changes to Group Health Plan eligibility.

c. **Value-Based Programs Administration:** Blue Cross NC will pass Value-Based Program expenses directly on to Plan Sponsor, Plan Administrator, and/or Group Health Plan as medical expense amounts charged separately in addition to any associated claims. Such amounts are billed separately from the price of the claim and will be billed as follows:

- **Per Attributed Member Per Month (PAMPM) Charges**. Blue Cross NC will collect a prospective monthly Value-Based Payment for Attributed Members. The PAMPM charge is an actuarially projected amount based on expected risk sharing and incentive fee arrangements with each Provider and/or Vendor. The amount of the PAMPM charge may be adjusted

monthly based on actual Provider and/or Vendor performance relative to the estimate. The total monthly charge for Attributed Members is derived from prospective estimated shared savings liability proportional to the Group Health Plan's Attributed Members for the applicable Provider and/or Vendor.

Because these amounts are determined prospectively, there may be positive or negative differences based on actual Provider and/or Vendor performance and such differences will be accounted for at the end of the applicable Value-Based Program Measurement Period. The PAMPM Value Based Payment may be decreased before the end of the Value-Based Program Measurement Period if the amount collected is projected to exceed the amount necessary to fund the program or may be increased before the end of the Value-Based Program Measurement Period if it is projected to be insufficient to fund the program.

At the end of the Value-Based Program Measurement Period, if the amount collected exceeds the amount owed to the Provider and/or Vendor, surplus funds will be carried over to reduce the Group Health Plan's PAMPM charge in the subsequent Value-Based Program Measurement Period. Any deficit in funds at the end of the Value-Based Program Measurement Period will be recouped through a higher PAMPM charge in the subsequent Value-Based Program Measurement Period. No overpayment refunds will be issued, nor will deficit collections be required in the event of termination of this Agreement.

PAMPM Value-Based Payments will not continue to accrue during a Run-Out period, however PAMPM Value-Based Payments incurred for attribution that occurred during the Plan Year will be collected during the Run-Out Period. If Blue Cross NC is not providing Run-Out Services, Plan Sponsor will be obligated to pay any remaining PAMPM fees due for Attributed Members during the Plan Year, but not yet collected as of the last day of the Plan Year.

- **Lump Sum Charges**. In lieu of billing certain Value-Based Charges as a monthly PAMPM, Blue Cross NC may aggregate PAMPM charges and bill as a quarterly, semi-annual or annual lump sum.

5. Section 7.1 (Claims Processing and other Administrative Services) shall be deleted in its entirety and replaced with the following:

7.1 Claims Processing and Other Administrative Services. Blue Cross NC shall provide administrative services under this Agreement, including processing claims and appeals filed by or on behalf of Members for Group Health Plan benefits to the extent described in this Article and in accordance with its reasonable understanding of the terms of the Group Health Plan as reflected in the Benefit Booklet(s). Blue

Cross NC shall reject any claim for services incurred prior to the Effective Date, except as specifically agreed upon by Blue Cross NC and Plan Administrator. Blue Cross NC shall process all claims in accordance with its standard policies and procedures and will not adjust claims processing or claims processing timeframes for purposes of stop loss coverage or stop loss coverage administration.

6. Section 7.4 (Blue Cross NC Guidelines) shall be deleted in its entirety and replaced with the following:

   7.4 Blue Cross NC Guidelines. In providing the services described in this Agreement, Blue Cross NC may apply its standard practices, policies and procedures used in its insured business and may apply its standard practices, policies and procedures used with respect to self-funded health plans subject to ERISA where no contrary Group Health Plan provisions exist. Plan Sponsor and Plan Administrator expressly authorize Blue Cross NC to employ such standard practices, policies and procedures in its discretion unless the Parties jointly agree in writing to employ alternative practices, policies and procedures.

7. Section 10.4 (Timing of Payment of Fees, Costs and Expenses) shall be deleted in its entrety and replaced with the following:

   10.4 Timing of Payment of Fees, Costs and Expenses. Plan Sponsor shall pay or cause to be paid the Blue Cross NC invoice specifying the amount of Administrative Fees and Miscellaneous Fees on the later of the first day of the coverage month or invoice generation date. Late fees shall begin to accrue on any unpaid Administrative Fees and/or Miscellaneous Fees on the first business day that follows the 10th day of the month immediately following the above due date. Plan Sponsor shall pay or cause to be paid costs and expenses referred to in Section 10.2 of this Agreement immediately upon Plan Sponsor's receipt of an invoice therefore. Late fees shall begin to accrue on any unpaid costs and expenses under Section 10.2 on the first business day that follows the 10th day immediately following the date of the Blue Cross NC invoice specifying the amount of such costs and expenses. Plan Sponsor shall reimburse or cause reimbursement to Blue Cross NC for any and all costs incurred by Blue Cross NC to collect any amount owed.

8. Section 10.6 (Medical Plan Prescription Rebates) shall be deleted in its entirety.

9. Section 18.11 (Notices) shall be deleted in its entirety and replaced with the following:

   18.11 Notices. Any notices required to be given pursuant to the terms and provisions of this Agreement, or any Business Associate Agreement herein incorporated by reference, shall be in writing, postage prepaid, and shall be sent by first class mail or electronic mail to the Parties at the addresses below. The notices shall be effective on the date indicated on the return receipt or, if emailed, on the date the email is sent.

To: Blue Cross and Blue Shield of North Carolina

Post Office Box 2291
Durham, North Carolina 27702
Attention: Chief Sales and Marketing Officer

To: Plan Sponsor
Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: Assistant Director-Benefits and Risk Management
Contact email: Debbie.Holshouser@rowancountync.gov

To: Group Health Plan or Plan Administrator
Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: Assistant Director-Benefits and Risk Management
Contact email: Debbie.Holshouser@rowancountync.gov

10. This Agreement shall be amended by deleting **Exhibit A** (Administrative Fees), in its entirety, and replaced with the attached revised **Exhibit A** (Administrative Fees).

11. This Agreement shall be amended by deleting **Exhibit G** (Pharmacy Program), in its entirety, and replaced with the attached revised **Exhibit G** (Pharmacy Program).

12. This Agreement shall be amended by deleting **Exhibit J** (Performance Guarantee), in its entirety, and replaced with the attached revised **Exhibit J** (Performance Guarantee).

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Group Health Plan, Blue Cross NC, the Plan Sponsor and the Plan Administrator have caused their duly authorized representatives to execute this Amendment to be effective as of the date first above written.

Signed For: Plan Sponsor

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

Signed For: Plan Administrator and the Group Health Plan

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

Signed For: BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

EXHIBIT A

ADMINISTRATIVE FEES

In accordance with the specific rate information contained in the medical rate page(s) and, if applicable the dental rate page(s), herein incorporated by reference, and Article 10 of the Agreement, the Plan Sponsor shall pay or cause to be paid to Blue Cross NC fees for administrative services provided to the Group Health Plan during the term of this Agreement as follows:

A. MONTHLY ADMINISTRATIVE CHARGE

1. Medical Benefits

For the Agreement Period, the monthly Administrative Fee will be:

$ 38.81 per health contract per month.

The above monthly Administrative Fee includes:

- Charges for services related to claims and appeals processing services as described in the Agreement.
- The administrative expense allowances associated with Inter-Plan Programs as described in **Exhibit E**.
- The cost of the following additional programs or services provided by Blue Cross NC to the Group Health Plan:
  - Claims Fiduciary Services
  - Blue Cross NC Reporting System

B. INTER-PLAN ACCESS FEES

Access fees related to the BlueCard Program, as described in **Exhibit E** (Inter-Plan Programs Arrangement), are processed in the following manner:

- Access fees are billed to the Plan Sponsor, Plan Administrator, and/or Group Health Plan separately. The calculation to determine these fees is described in **Exhibit E**, and shall not exceed $2,000 per claim

C. RUN-OUT SERVICES ADMINISTRATIVE FEES

In accordance with the Run-Out Services provision in Article 17 of the Agreement, Plan Sponsor shall pay or cause to be paid to Blue Cross NC Administrative Fees for run-out services following the termination of this Agreement as follows:

Blue Cross NC shall continue for a period of 12 months to administer all claims that were incurred prior to the effective date of the termination in accordance with the Run-Out Services provision in Article 17. Blue Cross NC shall charge a claim processing fee for this twelve month run-out period equal to the sum of the last three (3) months of the Monthly Administrative Charge prior to the termination of this Agreement. Fifty percent (50%) of the claim processing fee shall be due upon the termination of the Agreement, and the remaining fifty percent (50%) shall be due half-way through the period during which the run-out services are being provided.

In addition, the Security Amount that Plan Sponsor is required to maintain shall be refunded after three months of the run-out period provided there have been no delinquency in the funding of the Claims Expense.

Except as specifically stated herein, Plan Sponsor shall pay Blue Cross NC for run-out services according to the method of payment described in **Exhibit C**.

D. ADDITIONAL ADMINISTRATIVE SERVICES

For the Agreement Period, the Administrative Fees for Additional Administrative Services will be as follows:

(1) Health Management Programs:

a. Healthy Outcomes Health Assessment. The health assessment tool, referenced in the Healthy Outcomes Program provision in Article 5, will be available as paper surveys upon request. There will be additional fees for processing of paper health assessments. Plan Sponsor will be responsible for the printing and distributing of paper copies. The fees are listed on the Program Selection Chart herein incorporated by reference.

b. Custom Reporting. Plan Administrator may request custom reporting for an additional fee as mutually agreed upon by Blue Cross NC and Plan Administrator or Plan Sponsor.

(2) External Review. The External Review Process provision, referenced in Article 7, provides a selection of services related to adverse benefit determinations. Current fees and expenses for those services are listed on the External Review Process Price List which is incorporated by reference and available upon request.

(3) Pharmacy Program: Utilization Management- Blue Cross NC agrees to perform Drug Utilization Review services as described in **Exhibit G** (Pharmacy Program). This includes review for benefit denials. The Fee for these services will be forty dollars ($40.00) per review.

(4) Routine Vision Care: If the Plan elects to utilize Blue Cross NC routine vision care services, a network access fee will be billed in addition to the allowed amount. This network access fee related to routine eye care services shall be no more than 27% of the vision claim's allowed amount. This network access fee will be billed to the Plan Sponsor, Plan Administrator and/or Group Health Plan separately from the routine vision care medical expense, but will be included in the monthly Statement of Account.

E. ADMINISTRATIVE CHARGE GUARANTEE

Blue Cross NC guarantees that the Per Contract Per Month Medical Administrative Charge for the July 1, 2022 to July 1, 2023 contract period will be no more than the Per Contract Per Month Administrative Charge for the July 1, 2021 to July 1, 2022 contract period, increased by 0 percent, unless the increase in Consumer Price Index (CPI)* is 5% or more. If the increase in CPI is >= 5%, then the guarantee is the increase in CPI + 0%.

Blue Cross NC guarantees that the Per Contract Per Month Medical Administrative Charge for the July 1, 2023 to July 1, 2024 contract period will be no more than the Per Contract Per Month Administrative Charge for the July 1, 2022 to July 1, 2023 contract period, increased by 0 percent, unless the increase in Consumer Price Index (CPI)* is 5% or more. If the increase in CPI is >= 5%, then the guarantee is the increase in CPI + 1%.

The Plan Sponsor and the Plan Administrator understand and agree that the following conditions must be met in order for multi-year guarantees to remain in full force and effect:

- No change in funding, fee arrangement, services, or benefits
- No change in enrollment greater than +/- 10%
- No change greater than 10% in the enrolled population outside of North Carolina
- No change in the mix of contract types greater than +/- 10%
- All Administrative Fees, Miscellaneous Fees, and Claims Expense must be paid on a timely basis.
- Blue Cross NC must have at least 75% participation of active eligible employees.

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* For purposes of this guarantee, the CPI is defined as: the CPI for All-urban consumers, not seasonally-adjusted, Area: South Urban, Current Base, All Items, Monthly, as found at the Web Site of the Bureau of Labor Statistics. The increase in CPI is defined as the most recent 12 months average CPI divided by the 12- month average CPI one year prior to the most recent 12 months. The calculation of the CPI adjustment will be made by Blue Cross NC's underwriter in conjunction with the preparation of the renewal for the corresponding period.

This guarantee will be adjusted for any changes required by Federal, State or Local government laws or regulations related to increases in required taxes, surcharges or premium taxes, fees, etc. The effective date of the change will be that required by the imposing Agency, even if retro-active.

F. TOTAL DISCOUNT MEASUREMENT GUARANTEE

Assumptions

Number of Enrolled Employee Lives	876	
Number of Members Enrolled	1,365	
Number of Benefit Plans to be Administered	2	(Blue Options)
Membership Breakdown by Service Area	**NC**	1,361
	GA	1
	SC	3

Total Discount Measurement Guarantee

Savings Percent (Projected Total Discount)	45.36%
Estimated Annual Administrative Fees (excludes Discount Performance Fees, if any)	$407,971

Total Discount Savings Percent is: Greater than or Equal to	But Less Than	Blue Cross NC Credits % of Annual Medical Admin Charges Listed Below
	37.36%	10% (est. $40,797)
37.36%	38.36%	8% (est. $32,638)
38.36%	39.36%	6% (est. $24,478)
39.36%	40.36%	4% (est. $16,319)
40.36%	41.36%	2% (est. $8,159)
41.36%	**49.36%**	**0% ($0)**

Blue Cross Blue Shield of North Carolina (Blue Cross NC) guarantees Total Discount savings on all Hospital and Physician claims expenses covered by the plan
for the contract period. The Total Savings Guarantee is offered on total fee-for-service claims (Combination of Inpatient, Outpatient and Professional/Other

costs), excluding Care Management Fees, Prescription drugs, and Network Access Fees, if any.

Measurement of Total Discount Savings Percent based on claims incurred from 7/1/21 to 6/30/22 and paid through 10/31/22.

The following definitions are applicable:

- In-Network Contracted (IC) = Claims paid at in-network benefit levels to contracted providers
- In-Network Non-Contracted (IX) = Claims paid at in-network benefit levels to non-contracted providers. This may include certain services paid at in-network

benefit levels to providers in which there is no contract present including some anesthesiologists, radiologists, pathologists and physical therapists among others.

- Out-of-Network Contracted (OC) = Claims paid at out-of-network benefit levels to providers who are contracted on networks other than the primary product network. This category also includes claims that are paid under a one-time contracted arrangement (no balance billing from the provider).
- Out-of-Network Non-Contracted (OX) = Claims paid at out-of-network benefit levels to non-contracted providers. Non-contracted providers can balance bill the member, so discounts in this bucket are 0%.
- The Total Discount calculation does not recognize any savings from non contracted providers and is calculated as follows:

Total Discount = (IC Billed - IC Allowed + OC Billed - OC Allowed) / (IC Billed - IC Not Covered + IX Billed - IX Not Covered + OC Billed - OC Not Covered + OX Billed - OX Not Covered)

If total enrollment varies by more than 10% from the assumed enrollment, or the percent of employees enrolled by state (including other states) varies by more than 10% from the assumed enrollment, Blue Cross NC reserves the right to adjust the Percent of the In-Network Network Savings Guarantee, based on the expected savings by state

EXHIBIT G
PHARMACY PROGRAM

1. DEFINITIONS

Whenever used in this exhibit, the following definitions apply:

1.1 "A Rated Generics" means drugs designated by the FDA to have a therapeutically equivalent (A rated) generic equivalent.

1.2 "Average Wholesale Price" (AWP) means the average wholesale price of a covered prescription drug as set forth in the Blue Cross NC price file at the time a Claim is processed. The AWP that will be applied for prescriptions filled by a Participating Pharmacy will be based on the date dispensed and the 11-digit NDC for the product. The AWP that will be applied for prescriptions filled by the Mail Service Pharmacy or Specialty Pharmacy will be based on the date dispensed and the appropriate NDC for the product dispensed. The price file will be updated no less frequently than once every three (3) business days through Medi-Span or such other Pricing Source as designated by Blue Cross NC.

1.3 "Brand Drugs" means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N or O, or as otherwise defined by Pricing Source

1.4 "Claim" means a request for payment submitted by Network Participants or Members for prescription drugs or services. A claim does not include reversals or rejects. A claim does not include an initial claim that was eventually reversed or rejected.

1.5 "Claim Adjudication" or "Adjudication" means the process which Blue Cross NC uses to apply the criteria and parameters of the Group Health Plan to determine eligibility for coverage of pharmacy benefit management services, perform concurrent (on-line at point of service) Drug Utilization Reviews and determine drug pricing reimbursement amounts.

1.6 "Claims Adjudication System" means an electronic Claims processing system providing for the Adjudication of Claims.

1.7 "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.

1.8 "Compound Drug" means a prescription where two or more medications are mixed together, and which, at a minimum, one medication must be a Federal Legend Drug. The

end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.

1.9 "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.

1.10 "Covered Prescription Drug Services" means the pharmacy services and/or pharmaceuticals available to Members and eligible for reimbursement pursuant to the Group Health Plan.

1.11 "Dispensing Fee" means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the AWP or MAC calculated cost.

1.12 "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Group Health Plan.

1.13 "Electronic Prescribing" or "E-prescribing" means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.

1.14 "Eligible Prescription Drug Claim" is any electronically or manually adjudicated Claim paid in full or in part by the Plan Sponsor under the prescription drug benefit for a prescription drug that is covered within established benefit limits for a Member.

Eligible Prescription Drug Claims may exclude certain specialty medications, medications that have A Rated Generics, OTC medications, compounds, vaccines, or any paid claims where coverage is subsequently denied or claims filed on behalf of persons who do not have coverage at the time the prescription drug is filled.

1.15 "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide Members more than a one-month's (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Group Health Plan has a mail service benefit and a retail quantity days' supply limit of three months.

1.16 "Federal Legend Drug" means a drug, which is required by law to bear on its packaging, "Caution: Federal law prohibits dispensing without a prescription" or "Rx Only".

1.17 "Foreign Drug Claims" means Claims submitted through the Paper Claim process for reimbursement of drugs purchased outside of the United States.

1.18 "Formulary" means a list of various pharmaceutical products which is available to Network Participants, Members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.

1.19 "Generic Drugs" means all drugs that are not defined as "Brand Drugs".

1.20 "Mail Service Pharmacy" means the services through which Members may receive prescription drugs through the mail.

1.21 "Manufacturer" means a company that manufactures and/or distributes pharmaceutical drug products.

1.22 "Maximum Allowable Cost" or "MAC" means the highest drug cost at which Plan Sponsor will reimburse the Network Participant or Member for a specific drug.

1.23 "Maximum Allowable Cost List(s)", "MAC List(s)", or "Blue Cross NC's MAC List(s)" means the proprietary database listing(s), owned and maintained by Blue Cross NC or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC. A separate MAC List may be maintained for the Mail Service Pharmacy.

1.24 "Network" or "Pharmacy Network" means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.

1.25 "Network Contract" means a contract between a Network Participant and Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members, as may be amended from time to time.

1.26 "Network Participant" or "Participating Pharmacy" means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.

1.27 "Open Refill Transfer File" means a data file created by the Group Health Plan's previous pharmacy benefit manager containing its Members' mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as Blue Cross NC or its designee, to continue to fill those open mail prescriptions.

1.28 "Over-the-Counter Drugs" or "OTC Drugs" are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed. OTCs are subject to cost share based on Brand or Generic drug designation.

1.29 "Paper Claims" means prescription drug services that are submitted to Blue Cross NC for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.

1.30 "Pharmacy Operations Manual" means the document to be distributed to Network Participants which describes the administrative policies and procedures of the Claims Adjudication System. The Pharmacy Operations Manual details the method for submitting Claims from the Network Participant to the Claims Adjudication System and procedures for the resolution of Claims rejected by the Claims Adjudication System.

1.31 "Pricing Source" means Medi-Span, or such other national drug database as Blue Cross NC may solely designate, which establishes and provides updates to Blue Cross NC no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by Blue Cross NC for Covered Prescription Drug Services.

1.32 "Provider Tax" means any tax on a Covered Prescription Drug Service and other services taxable in the jurisdiction required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service or the provider of the services.

1.33 "Specialty Pharmacy" means a designated pharmacy provider that provides Specialty Pharmacy Products.

1.34 "Specialty Pharmacy Product(s)" means a pharmaceutical that may be administered orally, by injection or by infusion; may be subject to limited availability or special handling, utilization management, AWP greater than six-hundred dollars, distribution or purchase arrangements from the Manufacturer; may require more support or patient educational services than commonly required for drugs obtained from retail pharmacies; or may be covered under either a medical or pharmacy Group Health Plan.

1.35 "Usual and Customary" or "U&C" means the lowest price, including any Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.

1.36 "Utilization Management" or "UM" means a broad collection of standard clinical products and services that are designed to encourage proper drug utilization in order to enhance Member outcomes while managing drug benefit costs for Plan Sponsor. Such services include, but are not limited to the following, Formulary exception, prior authorization, step therapy, quantity limits, restricted access, and retrospective DUR.

2. GENERAL SERVICES

2.1 **Plan Administrator Management Services.** Blue Cross NC will provide certain account management services as set forth herein.

2.1.1 Account Management. Blue Cross NC agrees to provide account services to support the overall effectiveness of the services provided under this Exhibit, and promote the integration of such services with operations. The account team will

facilitate and plan routine meetings with Plan Administrator to provide updates on program performance, present benefit consultations, and consult on operational improvements. Benefit design consultation and analysis may consist of analysis of different benefit designs, the financial impact of Copayment differentials, Pharmacy Network options, shifts in utilization patterns, generic savings opportunities, and Formulary options. The account team will also present new Blue Cross NC products and services to Plan Administrator, to support meeting their pharmacy program objectives. Other activities may include some or all of the following:

(a) Research and propose solutions to Claims, eligibility, provider, and Member service issues;

(b) Collaboration with Plan Administrator on an annual strategic plan and supporting work plans to coordinate the activity;

(c) Attend quarterly face-to-face meetings with Plan Administrator;

(d) Provide and interpret pharmacy reports, quarterly performance reports and semi-annual program updates. Conduct financial analysis of Blue Cross NC sponsored programs and products at the Group Health Plan level; and

(e) Plan and coordinate implementation meetings for Blue Cross NC programs and services.

2.2 Claims Processing Information Management

2.2.1 Group Health Plan Information Management. Blue Cross NC or its designee will enter Group Health Plan and Pharmacy Network information as soon as practicable after receiving such information from Plan Administrator but agrees that it will enter such standard data no later than ninety (90) days after receiving the data from Plan Administrator. If Plan Administrator requests Blue Cross NC to enter such data sooner than ninety (90) days, the Parties will mutually agree on the time frame and any potential increased costs associated with such activities.

2.2.2 Adjudication of Claims. Blue Cross NC or its designee will adjudicate Claims for Covered Prescription Drug Services electronically submitted by Network Participants through the Claims Adjudication System or manually submitted by a Member as a Paper Claim, according to the Group Health Plan, Member eligibility, and other information submitted by the Plan Administrator. In adjudicating claims, Blue Cross NC will rely on the information provided to it by the Plan Administrator and will not be responsible for inaccuracies in the information. Adjudication will include eligibility and coverage determination under the Group Health Plan, including the calculation of allowable costs and applicable Copayment/Deductible,

or Coinsurance, payment of eligible claims, and notification of declined or ineligible Claims.

2.2.3 NDC File. Blue Cross NC or its designee will maintain a National Drug Code (NDC) File for prescription drugs and required elements for each NDC. Blue Cross NC or its designee will update the NDC File no less frequently than monthly with information provided by Pricing Source. The NDC file is provided for internal data purposes only and may not be used for pricing purposes.

2.3 **Web-based Tools, Products and Services.** Blue Cross NC or its designee shall offer several web-based products and services to Plan Administrator. Products range from communicating drug news and pipeline information, to an interactive, user-friendly Web site designed for Members.

2.4 **Contact Center Services**

2.4.1 Member Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members.

2.4.2 The Mail Service Pharmacy Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members utilizing the Mail Service Pharmacy.

2.4.3 Pharmacy Locator. Blue Cross NC or its designee will provide a means, either toll-free telephone line and/or electronic, for Members to contact to identify Network Participants in a particular area. The toll-free telephone line will be available during Pharmacy Help Desk hours.

2.4.4 Pharmacy Help Desk Service. Blue Cross NC or its designee will provide help desk service for pharmacist Claim inquiries twenty-four (24) hours a day, seven (7) days a week. This help desk service will also handle calls from Network Participants in the event they have questions concerning reconciliation reports provided to them for purposes of pharmacy payments.

2.5 **Clinical Services**

2.5.1 Formulary Management.

2.5.1.1 Blue Cross NC will provide Formulary clinical services in accordance with NCQA standards and all applicable state and federal laws.

2.5.1.2 Blue Cross NC will provide Formulary management services and will update the Formulary in a timely manner.

2.5.1.3 Blue Cross NC will coordinate Pharmacy & Therapeutics (P&T) Committee meetings at least quarterly and include developing agenda, therapeutic class

reviews, drug monographs and quarterly updates of Formulary publications available on Blue Cross NC's website.

2.5.2 Utilization Management. Blue Cross NC will provide cost containment programs in the form of Utilization Management programs on behalf Plan Sponsor and such services will be subject to additional fees as described in Exhibit A.

2.6 **E-Prescribing.** Blue Cross NC or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members' prescriptions directly to a Network Participant from the point-of-care.

2.7 **Special Projects.** Special Projects may be mutually agreed to by the parties and described in an amendment to this Agreement as applicable, including any additional fees.

2.8 **Cooperation upon Termination.** Should Plan Sponsor terminate this Agreement, Blue Cross NC will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including full historical NCPDP claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. Blue Cross NC reserves the right to charge a reasonable fee for these files.

2.9 **Access to Information.** Subject to the limitations in Article 15, if Plan Administrator needs pharmacy claims information from Blue Cross NC for audit or to conduct health care operations, Blue Cross NC shall give Plan Administrator access to that information if allowed by law, upon the completion of a data use agreement. Blue Cross NC reserves the right to restrict the provision of certain information it deems confidential, proprietary or a trade secret.

3. PHARMACY NETWORK SERVICES

3.1 **Network Utilization and Pricing.** Blue Cross NC or its designee will provide and maintain Pharmacy Network(s) to provide Covered Prescription Drug Services to Members. For the Pharmacy Network selected, the rates are described in Section 3.5 of this exhibit. In the event Plan Administrator elects to have Blue Cross NC maintain or administer additional Networks, the rates will be subject to change.

3.2 **Network Establishment and Maintenance.** Through the chosen Pharmacy Network(s), Members will have access to certain Network Participants that have (a) executed a Network Contract as required by Blue Cross NC or its designee (as amended from time to time), and (b) have agreed to provide Covered Prescription Drug Services to Members in accordance with a pharmacy reimbursement schedule and the terms of the Network Contract. Blue Cross NC or its designee will maintain Network Contracts with an adequate number of Network Participants in the various geographical areas where Members reside and will comply with all applicable regulatory access requirements. Blue Cross NC or its designee will furnish each Network Participant with Group Health Plan information in such a format

and media as Blue Cross NC deems appropriate for the purpose of assisting such Network Participants in providing Covered Prescription Drug Services to Members. Blue Cross NC reserves the right to periodically change Network Participants in order to maintain satisfactory compliance with Blue Cross NC's policies on pricing, quality, and operations.

3.3 **Network Contracts.** Blue Cross NC will comply, or will require its designee to comply, with all laws applicable to pharmacy network contracts, including applicable state regulatory or other governmental agencies' filings if necessary (including, but not limited to, filings regarding all Network Participant terminations).

3.4 **Blue Cross NC Maximum Allowable Cost List.** Network Pharmacies will be required to accept Blue Cross NC's MAC List(s) for Members.

3.5 **Drug Pricing.**

Plan Sponsor will be invoiced for pharmacy claims based on the contracted rate with the pharmacy minus the member's coinsurance and deductible amounts.

Mail service drugs dispensed under the Pharmacy Program will be provided by Prime Therapeutics, LLC, a company in which Blue Cross NC has an ownership interest.

3.6 **Pharmacy Network Audit Services.** Blue Cross NC or its designee will perform pharmacy Claims audits to promote Network Participants' compliance with contractual obligations and applicable laws. Blue Cross NC or its designee will perform its pharmacy Claims audits pursuant to the authority granted to Blue Cross NC or its designee in the applicable Network Contracts. Such audits may include:

3.6.1 Daily Claims Review. Blue Cross NC or its designee will conduct manual review of selected questionable Claims by Network Participant from a population of Claims that meet or exceed a defined dollar threshold. Blue Cross NC or its designee will contact Network Participant and instruct pharmacist to reverse and reprocess the applicable Claim using accurate Claim information, when appropriate.

3.6.2 Desktop Audits. Blue Cross NC or its designee will perform desktop audits of Network Participants identified through the pharmacy audit profile, upon request, through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twelve (12) months of Claims by Network Participant and will contact Network Participant through correspondence to address questionable Claims issues. Blue Cross NC or its designee will request a copy of prescription to verify accuracy, when appropriate.

In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of desktop audits that equals nine percent (9%) of Network Pharmacies.

If additional audits are needed, the volume and associated fees will be mutually agreed upon in advance.

3.6.3 On-Site Audits. Blue Cross NC or its designee will perform on-site audits of Network Participants identified through the pharmacy audit profile, upon request, through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twenty-four (24) months of Claims at the Network Participant's location. Blue Cross NC or its designee will also verify Network Participant is in compliance with the Network Contract and the Pharmacy Operations Manual. In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of on-site audits that equals five percent (5%) of Network Pharmacies. If additional audits are needed the volume and associated fees will be mutually agreed upon in advance.

3.7 Network Participant Interface and Payments

3.7.1 Claims Submission. Network Participants will be required to submit Claims for Covered Prescription Drug Services to Blue Cross NC or its designee in accordance with the procedures detailed in the National Council of Prescription Drug Programs (NCPDP) Online Claims Submission Telecommunication Standard.

3.7.2 Claims Quality. Blue Cross NC or its designee will perform online edits of the information contained in the Claims based upon the provisions and guidelines of the applicable Group Health Plan. Missing, illegible or erroneous information will cause such Claims to be rejected and the Network Participant will be notified online according to the NCPDP standards for communicating such rejections. All rejected Claims must be resubmitted in their entirety.

3.7.3 Payment Methodology/Network Participant Reimbursement Calculation. Blue Cross NC or its designee will pay Claims consistent with the applicable Benefit Booklet. Reimbursement to the Network Participant will be based upon the agreed-upon pricing contained in the Network Contract with the Network Participant on the date the prescription transaction is processed, referred to as the Allowed Amount. The negotiated amount, or Allowed amount for Participating Pharmacies, will be: any provider or sales taxes, where applicable; plus the lesser of: (i) U&C; or (ii) the Pharmacy Network submitted cost plus the contracted Dispensing Fee; or (iii) the sum of the MAC or AWP less the contracted discount percentage plus the contracted Dispensing Fee.

3.7.4 Material Change to AWP. If after the Effective Date: (i) material changes to the formula, methodology or manner in which AWP is calculated or reported by the Pricing Source take effect or (ii) the Pricing Source ceases to publish AWP for the Covered Prescription Drug Services under this Agreement, then the financial terms of this Agreement shall be automatically adjusted at the time of such change

to return the Parties to their commercially reasonably respective economic positions as they existed under the Agreement prior to such change. If the event described in item (ii) above occurs, the AWP pricing under this Agreement shall immediately and automatically be converted to an alternative comparable pricing benchmark.

3.7.5 Provider Taxes. Blue Cross NC will bill Plan Sponsor and Plan Sponsor will pay Blue Cross NC for any federal, state or local Provider Taxes payable with respect to any sales of Covered Prescription Drug Services to a Member, and will remit to Network Participant any such taxes collected from Plan Sponsor. Network Participant is required to submit a request for tax payment at the time of an on-line claim submission. Network Participant will remit any such Provider Taxes to the appropriate taxing authority. Network Participant will be solely responsible for any other taxes or surcharges associated with its performance under the Network Contract.

4. REBATE MANAGEMENT SERVICES

4.1 Negotiating Rebates.

On its own behalf, Blue Cross NC or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from Blue Cross NC or drug or other companies for administrative services they deliver for Blue Cross NC and those companies. These amounts are not considered rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Group Health Plan's pharmacy benefit. From time to time, Rebates may be received for prescription drugs provided under the medical benefit ("medical benefit Rebates"). These Rebates amount vary, and may change during the year, based upon the status of a drug in Blue Cross NC's prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. Plan Sponsor retains sole and complete control to (i) select and change the formularies for its Plan, and (ii) determine and amend all benefit structures and terms under its Group Health Plan.

As described below, Blue Cross NC will credit to Group Health Plan's account the allocated rebates it receives from its pharmacy management vendor(s) after deducting the applicable Pharmacy Handling Fees.

4.2 Rebate Payments.

Blue Cross NC guarantees the group that the rebate credit for pharmacy claims processed during the Agreement Period will be $226.78 per Retail Brand Eligible Prescription Drug Claim, $643.63 per Mail Order Brand Eligible Prescription Drug Claim and $1,667.15 per Specialty Brand Eligible Prescription Drug Claim, minus the value of any claims that

include a manufacturer wholesale price discount provided to the Member and/or Plan Sponsor at the point of sale ("Rebate Payment").

Specialty rebates will be paid based on the specialty rebate list.

Pharmacy Handling Fees of $2.65 per Retail Eligible Prescription Drug Claim, $4.05 per Mail Order Eligible Prescription Drug Claim will be deducted from rebate credits, and $2.65 per Specialty Brand Eligible Prescription Drug Claim.

Although the rebate per Eligible Brand Prescription Drug Claim may be more or less than the amounts Blue Cross NC receives under this Agreement, Plan Sponsor agrees to receive only the Rebate Payment.

Plan Sponsor understands that certain Manufacturers will not pay Rebates for "cash business." "Cash business" may be defined differently by Manufacturers and final authorization to pay Rebates on "cash business" Claims (as defined by such Manufacturers), resides separately with each Manufacturer. Subject to the foregoing, for purposes of this Agreement, "cash business" means those Claims involving payment of the entire cost of the drug by the individual receiving such drug due to such individual not being covered by any prescription drug benefit which provides for payment of the entire, or any portion of, the cost of the drug; provided, however, that Claims involving payment of the entire cost of the drug by the individual receiving the drug due to exhaustion of his or her prescription drug benefit will not be considered "cash business," nor are Claims initially paid for by the Member where the Member is entitled to subsequent reimbursement from the provider of the prescription drug benefit coverage. Blue Cross NC will have the right, upon notice, to make an adjustment to the Rebates if rebate revenue is decreased because Brand Drugs lose their patent, move to generic status, or there is a change in law. Rebate payments are conditioned on Blue Cross NC processing all pharmacy claims under the Group Health Plan. Rebate guarantees are subject to change if Plan Sponsor carves out any portion of the pharmacy benefit to third party PBMs. Rebate guarantees include claims processed through in-house pharmacies, and assume hospital own-use claims are eligible for rebates (i.e. assume Plan Sponsor does not have 340b pricing). If Plan Sponsor has 340b pricing in place, rebate guarantees are subject to change.

4.3 **Rebate Payment Schedule.**

Rebate guarantees will be paid quarterly by Blue Cross NC within 180 days to Plan Sponsor with an annual reconciliation report provided to Plan Sponsor for each contract year anniversary date and all additional rebates received by Blue Cross NC paid to Plan Sponsor no later than 270 days of each contract year anniversary date. Rebates will not be paid without a fully executed and signed Agreement.

Plan Sponsor agrees all payments associated with rebates and any related interest are not due and owing to the Group Health Plan until Blue Cross NC actually pays them to the Plan pursuant to this Agreement. Plan Sponsor agrees that Blue Cross NC will deposit rebates in an interest-bearing account upon receipt from pharmacy management vendor(s)

until distributed to the Group Health Plan, and interest earned will be retained by Blue Cross NC as additional compensation.

4.4 Rebates Upon Termination.

In the event the Pharmacy Benefit is terminated by Plan Sponsor prior to the end of the custom arrangement as described in Schedule A, Plan Sponsor will forfeit any unpaid rebates earned during that year to date, and Blue Cross NC may retain such rebates as additional compensation.

5 PHARMACY SERVICES

5.1 Mail Service Pharmacy Services.

5.1.1 Mail Service Pharmacy Pricing Terms. Plan Sponsor will pay Blue Cross NC for Covered Prescription Drug Services dispensed by the Mail Service Pharmacy in an amount equal to the contracted rate for each Covered Prescription Drug Service dispensed as specified in Schedule A, less the applicable Copayment/Deductible or Coinsurance amount. The applicable AWP will be based on the package size dispensed and the appropriate NDC.

5.1.2 Mail Service Pharmacy Covered Prescription Drug Services. The Mail Service Pharmacy will provide medications under the following guidelines:

(a) The Covered Prescription Drug Services and days' supply limitation will be as set forth in the applicable Benefit Booklet.

(b) Based upon the prescription and Applicable Law, the Mail Service Pharmacy will provide a quantity of Covered Prescription Drug Services consistent with the Member's Benefit Booklet, subject to the quantity limitations written by the prescriber on the prescription, professional judgment of the dispensing pharmacist, limitations imposed on controlled substances and Manufacturer's recommendations. Prescriptions may be refilled providing the prescription so states. Prescriptions will not be filled (1) more than twelve (12) months after issuance, (2) more than six (6) months after issuance for controlled drug substances, or (3) if prohibited by Applicable Law.

5.1.3 Mail Service Pharmacy Dispensing Procedures.

(a) The Mail Service Pharmacy shall dispense Covered Prescription Drug Services to Members, and dispense Generic Drugs when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Agreement.

(b) All matters pertaining to the dispensing of Covered Prescription Drug Services or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.

(c) Any drug which cannot be dispensed in accordance with the Mail Service Pharmacy's reasonable dispensing protocols, which requires special record-keeping procedures, or which requires special handling, may not be dispensed by the Mail Service Pharmacy, provided that the Mail Service Pharmacy provides Members with reasonably prompt notice of any such drug.

(d) If it becomes impracticable, for reasons of force majeure or otherwise, for the Mail Service Pharmacy to dispense prescriptions to Members under the Mail Service Pharmacy Service, the Mail Service Pharmacy shall use reasonable efforts to have prescriptions dispensed from an alternative Network Participant, subject to Applicable Law.

5.1.4 Mail Service Pharmacy Postage, Mailing, and Shipping. The Mail Service Pharmacy will be solely responsible for all standard postage, mailing and shipping expenses of Covered Prescription Drug Services provided to Members pursuant to this Agreement, except in the instance when a Member requests expedited shipping, in which case the expedited shipping expenses shall be the sole responsibility of the Member. The Mail Service Pharmacy shall have discretion to waive the expedited shipping fee, but it shall remain responsible for the postage.

5.1.5 Mail Service Pharmacy Complaint Procedures. The Mail Service Pharmacy shall make commercially reasonable efforts to resolve oral or written complaints in an informal process and to keep written records of events and actions surrounding each complaint that is not resolved to the Member's satisfaction, as much as is practicable.

5.2 **Specialty Pharmacy Services.** The following provisions apply only to services provided through the Specialty Pharmacy.

5.2.1 Specialty Pharmacy Services.

(a) Blue Cross NC or its designee will use Member enrollment and benefit coverage information provided by Plan Administrator to determine Member eligibility and benefit coverage at the time of dispensing.

(b) The Specialty Pharmacy will collect from each Member their applicable Copayment/Deductible and/or Coinsurance fee for each prescription or refill in accordance with the Benefit Booklet.

(c) The Specialty Pharmacy may withhold prescription services to a Member for good cause if allowed by law including, but not necessarily limited to, Plan Sponsor's nonpayment of prescription services provided to Members; the Member's failure to pay for services rendered (e.g., Copayments/Deductibles and/or Coinsurance or other out-of-pocket costs); requests by Members for quantities of Specialty Pharmacy Products in excess of prescribed quantities or

refill limitations or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

(d) The Specialty Pharmacy will attempt to dispense Generic Drugs in lieu of prescribed brand name Specialty Pharmacy Products if commercially available, consistent with the prescription, and consistent with the dispensing pharmacist's professional judgment and Applicable Law. In addition, the Specialty Pharmacy will comply with the Group Health Plan Formulary to the extent the Formulary applies to such Specialty Drug Products, unless the Specialty Pharmacy is otherwise directed by a prescribing provider via a prescription which contains the handwritten words "Dispense as Written" or "Brand Necessary", or such other equivalent indication as may be required by applicable laws or regulations to indicate the same intention.

(e) Upon the Specialty Pharmacy's receipt of an appropriate Specialty Pharmacy Product prescription and any required Copayment/Deductible or Coinsurance from the Member, the Specialty Pharmacy will ship the Specialty Pharmacy Product to the Member or provider, as directed by the Member, via a third party carrier or any other comparable traceable method the Specialty Pharmacy may select.

(f) The Specialty Pharmacy will make every reasonable effort to resolve oral or written complaints in an informal process and keep written records of events and actions surrounding each complaint that is not resolved to the eligible Member's or provider's satisfaction.

5.2.2 Specialty Pharmacy Dispensing Procedures.

(a) The Specialty Pharmacy will dispense Specialty Pharmacy Products to Members when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Amendment and Benefit Booklet.

(b) All matters pertaining to the dispensing of Specialty Pharmacy Products or pharmacy in general are subject to the professional judgment of the dispensing pharmacist.

(c) If it becomes impracticable, for reasons of force majeure or otherwise, for the Specialty Pharmacy to dispense prescriptions to Members, Specialty Pharmacy will use commercially reasonable efforts to have Specialty Pharmacy Products dispensed from an alternative specialty pharmacy, subject to Applicable Law.

5.2.3 Specialty Pharmacy Pricing Terms.

(a) The Copayment/Deductible or Coinsurance amount for each prescription or refill dispensed through the Specialty Pharmacy will be as designated in the applicable Group Health Plan.

(b) Claims for Specialty Pharmacy Products will be processed as soon as reasonably practicable following receipt. The applicable AWP will be determined as of the date on which the Claim is processed using the most recently loaded Pricing Source data.

5.2.4 Specialty Copay Solutions – Copay Maximization.

Plan Sponsor has elected to participate in the Specialty Copay Solutions – Copay Maximization Program. This program maximizes the value of eligible manufacturer-sponsored patient assistance coupon programs (coupon program) by adjusting Member out-of-pocket liability to reach the full value of the benefit under the manufacturer's coupon program. In addition, the value of the manufacturer coupon will not be credited to Member deductible or out-of-pocket maximum amounts. The administrative fee for this program is $125 per eligible specialty drug claim.

EXHIBIT J

PERFORMANCE GUARANTEE

A. Terms and Conditions

Blue Cross NC agrees to the following performance definitions, measures and standards ("Performance Guarantees") for a period of one year beginning July 1, 2021 through July 1, 2022 (hereinafter the "Measurement Period").

For each category described, performance will be measured by, and Administrative Fee Refunds ("AFR"), if any, will be calculated on the basis of Blue Cross NC's audits, surveys or reports as described in this Exhibit. Where Blue Cross NC fails to achieve a Performance Guarantee, applicable AFRs, expressed as a percentage of the Medical Administrative Fee collected from the Plan Sponsor and/or the Group Health Plan, will be paid by Blue Cross NC as described below.

Blue Cross NC will place a maximum of 9% of Medical Administrative Fees at risk. The Medical Administrative Fee is the Administrative Fee payable by the Group Health Plan to Blue Cross NC for administration of health benefits. Medical Administration Fee does not include fees for dental benefits, run-out services, commissions, and/or stop loss coverage.

The Plan Sponsor and/or the Group Health Plan reserve the right to have internal or external auditors verify the accuracy of Blue Cross NC's reported results at their expense. Blue Cross NC reserves the right to replace or modify any Performance Guarantee if necessitated by the way Blue Cross NC tracks or measures the applicable Performance Guarantee. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with this new measurement and/or tracking methodology. Blue Cross NC shall explain the reasons for the change and the substitute methodology in writing at least 30 days prior to such change.

1. Measurement of BCBSNC's performance against the standards shall be performed and reported to the Plan Sponsor and/or the Group Health Plan on a quarterly basis, or at a frequency mutually agreed upon by the parties.

2. The measures discussed herein are average measures relative to the entire Measurement Period. The appropriate AFRs will be paid if the result fails to meet the established standard. Select measures will be reported on a quarterly basis for illustrative purposes only. An annual report of Performance Guarantee performance will be prepared by BCBSNC and provided to Plan Administrator no later than 90 days after the conclusion of the Measurement Period and will be the basis for payment, if any, pursuant to paragraph 5 of this section, below.

3. These Performance Guarantees and AFRs apply only in regard to health care services provided directly by BCBSNC. It is not intended to apply to any other service or coverage, including

but not limited to dental, life insurance coverage, and carve-outs such as vision and mental health.

4. Any material failure on the part of the Group Health Plan or its designee to perform on a timely basis those responsibilities specified in the Agreement that are necessary and integral to the Performance Guarantee made by BCBSNC shall void the Performance Guarantee, until such time as they have been corrected and the applicable Performance Guarantee and BCBSNC shall be held harmless. This includes, but is not limited to, retroactive requests from the Group Health Plan or its designee.

5. BCBSNC shall pay by check, made payable to Plan Sponsor and/or the Group Health Plan, any amounts due to the Plan Sponsor and/or the Group Health Plan as a result of BCBSNC's failure to meet the Performance Guarantee. Payment shall be made 90 days following the conclusion of the current Measurement Period.

6. AFRs shall be a percentage of the actual Administrative Fees paid by the Plan Sponsor and/or the Group Health Plan. If the Plan Administrator, the Plan Sponsor and/or the Group Health Plan are delinquent in the payment of Administrative Fees, miscellaneous fees and/or the funding of claims as stated in this Agreement, the Performance Guarantees made by BCBSNC shall be void for the entire month during which the delinquency occurs. If the Group Health Plan is delinquent for three consecutive months, the Performance Guarantees made by BCBSNC shall be void for the remainder of the entire current Measurement Period.

7. If at any time the Membership falls below 250 subscribers during a month, the Performance Guarantees made by BCBSNC shall be void for the entire Measurement Period.

8. Notwithstanding the above, Performance Guarantees will become effective the later of the first day of the Measurement Period or the month following the receipt of a fully executed Agreement. When calculating the payout on Performance Guarantees measured on an annual basis, the Performance Guarantee will be deemed to have been met for portions of the Measurement Period prior to the execution of the Agreement.

B. Implementation (Fees at Risk: 2.00%)

Standards	**Administrative Fee Refunds (AFR) for Failure to Meet Standard**

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. BCBSNC shall generate and mail at least 99.0% of Member ID cards prior to the effective date of coverage.

99.0% or Higher	0.0% Refund
96.0% - 98.9%	1.0% Refund
Less than 96.0%	2.0% Refund

* *The above standard is based on BCBSNC receiving accurate and complete enrollment data at least 45 days prior to the Group Health Plan's effective or renewal date to include enrollment data with addresses formatted to USPS standard.*

C. Customer Service (Fees at Risk: 4.00 %)

Standards	**Administrative Fee Refunds (AFR) for Failure to Meet Standard**

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Average Speed to Answer will be thirty (30) seconds or less.

30.9 Seconds or Less	0.0% Refund
31-40 Seconds	1.0% Refund
41 Seconds or Higher	2.0% Refund

(Will be based on ASO Performance Guarantee Unit results)

2. Abandonment Rate will be 5.0% or less.

5.0 % or Less	0.0% Refund
5.01% - 7.9%	1.0% Refund
8.0% or Higher	2.0% Refund

(Will be based on ASO Performance Guarantee Unit results)

D. Claim Processing Service (Fees at Risk: 3.00 %)

Standards	**Administrative Fee Refunds (AFR) for Failure to Meet Standard**

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Financial Accuracy Rate = 98.0%

98.0 % or Higher	0% Refund
96.0% - 97.9%	1% Refund
94.0%-95.9%	2% Refund
93.9% or Less	3% Refund

(Will be based on Administrative Services Only (ASO) Unit results)

E. Definitions

1. "Abandonment Rate" is the percentage of Member calls that hang up while waiting for a Customer Service Professional to answer the call.

2. "Average Speed to Answer" is measured beginning when a Member arrives in the Customer Service Department queue and ending when a Customer Service Professional answers the call.

3. "Business Days" are Monday through Friday that BCBSNC is open for business.

4. "Calendar Days" are any day of the week, including weekends and holidays.

5. "Clean Claims" are those claims that do not require external investigation in order to process. External investigation means that BCBSNC must obtain information from a non-BCBSNC agent, contractor or subsidiary to process a claim.

6. "Enrollment Data" is comprised of those applications or other forms or statements completed and submitted by potential Members or electronic eligibility information submitted by the Plan Administrator.

7. "Financial Accuracy Rate" is the measure of the relative dollar accuracy of claims approved for payment. A "Payment Error" occurs when the BCBSNC claims processor or claims adjudication system (together, the "Claims System") makes an error that results in an under or over payment on a claim for which the billed services have been determined by the Claims System to have sufficient information for processing. A non-exhaustive list of Payment Errors includes: incorrect entry for co-payments, coinsurances, deductibles, maximum out-of-pocket, coordination of benefits amount, payment to the incorrect provider, and provider participation/network status and other errors that result in an under or over payment. Financial Accuracy Performance is determined based on statistically valid, stratified random sample of paid, non-zero dollar, non-adjusted claims, weighing dollar accuracy rate by the total paid dollar in each financial stratum.

8. "Member" is a covered employee, a covered employee's dependent or other eligible person who is enrolled in the Group Health Plan.

9. "Subscriber" is an employee who has enrolled in the BCBSNC Health Plan offered by their employer.

SCHEDULE A



BlueCross BlueShield of North Carolina

An Independent Licensee of the Blue Cross and Blue Shield Association

Rowan County		**Members:**	1,372
Effective Date:	7/1/2021	**Employees:**	883

Rebates to Client: (Before Deduction of pharmacy handling fee)		
Per Retail Brand Rx	7/1/2021	$226.78
	7/1/2022	$250.46
	7/1/2023	$272.10
Per Mail Brand Rx	7/1/2021	$643.63
	7/1/2022	$693.70
	7/1/2023	$729.42
Per Specialty Brand Rx	7/1/2021	$1,667.15
	7/1/2022	$1,702.81
	7/1/2023	$1,741.16

*see page 2 for notes

Notes:

- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Guaranteed offer is based on adoption of the BCBSNC Enhanced formulary and may be amended in the event there is a change in the formulary, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches.
- Assumes client does not have 340B pricing.
- Pricing is based upon the BCBSNC Broad Plus Network of 65,000+ pharmacies.
- Paper claims are excluded from pricing.
- Guaranteed rebates will be paid on all eligible claims, claims paid in full or in part by the Plan Sponsor, incurred during the life of the contract.
- Compound, OTC, and vaccine claims are excluded from rebate guarantees.
- Rebates are contingent upon adherence to the BCBSNC Enhanced formulary, including associated utilization management and clinical programs.
- Pharmacy handling fees of $2.65 per retail and specialty script and $4.05 per mail script will be deducted from rebates at time of rebate settlement.
- If pharmacy coverage is terminated prior to 6/20/2023, Rowan County will forfeit any unpaid rebates.
- Specialty rebates are reconciled based on the Specialty Rebate List.
- For the purpose of reconciliation, all rebate guarantees are considered one component.
- For rebate purposes, a generic drug is defined as a drug that (1) is accepted by the FDA as therapeutically equivalent or interchangeable with drugs having an identical amount of the same active ingredient, and/or (2) has multisource code field in Medi-Span of "Y".
- For rebate purposes, a brand drug is defined as any drug not considered to be a generic drug.
- Rebate guarantees may be adjusted for unexpected market events such as generic launches, authorized generic launches, products launched at risk, client formulary changes, introduction of biosimilars, implementation of new clinical programs or removal of existing clinical programs, changes to pharmacy benefit plan design or products under patent litigation, new lower cost NDC priced net of rebates from the innovator.
- If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
- Guarantees are subject to change in the event that any law, regulation, interpretation of a law or regulation, or any change within the PBM marketplace would lead to a deviation from the current economic environment upon which these guarantees are based.
- Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".

SPECIFIC STOP LOSS INSURANCE CONTRACT

(With a Deductible)

THIS CONTRACT is entered into this July 1, 2021, by and between Rowan County ("Plan Sponsor"), Rowan County Group Health Plan ("Group Health Plan") and Rowan County ("Plan Administrator") and Blue Cross and Blue Shield of North Carolina, an independent licensee of the Blue Cross and Blue Shield Association, ("Blue Cross NC") (collectively, the "Parties").

RECITALS

WHEREAS, Plan Sponsor has established and maintains a self-funded Group Health Plan for certain of its employees and their dependents.

WHEREAS, the Group Health Plan and Plan Sponsor have entered into an Administrative Services Agreement with Blue Cross NC to perform services in administering the Group Health Plan ("Administrative Services Agreement").

WHEREAS, the purpose of this contract is to limit Plan Sponsor's claims liability under the Group Health Plan for an individual Member's Paid Claims, not to exceed the Specific Stop Loss Level elected during a single Contract Period. Blue Cross NC will provide limitation of Plan Sponsor liability for an individual Member's Paid Claims whenever the total Specific Stop Loss claims for all Members exceed the Aggregating Specific Stop Loss Deductible for the Contract Period.

WHEREAS, Blue Cross NC is willing to provide for assumption of a certain portion of Plan Sponsor's claims expense liability incurred under the Group Health Plan as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS

Wherever used in this contract, the following words and phrases shall have the following meanings, except as otherwise specifically stated or unless a different meaning is plainly required by the context.

A. Contract Period-- shall mean the Plan Sponsor's Specific Stop Loss coverage term as shown in the Notice for Stop Loss Insurance Coverage.

B. Aggregating Specific Stop Loss Deductible – shall mean that amount of additional liability elected herein for total Specific Stop Loss claims for all Members for the Contract Period.

C. Member -- shall mean employees, their dependents, or other eligible persons entitled to benefits under the terms and conditions of the Group Health Plan.

D. Paid Claims -- shall mean claims released for payment by Blue Cross NC on any day during the given Contract Period, regardless of the date incurred, unless otherwise

indicated in the Notice for Stop Loss Insurance Coverage. Paid Claims do not include those claims paid on an exception basis, where Blue Cross NC has not agreed to accept liability under this contract. Paid Claims exclude (if applicable) "Care Management Fees" as that term is defined in the Administrative Services Agreement referenced herein.

E. Specific Stop Loss -- shall mean whenever, during any one Contract Period, Paid Claims for any individual Member exceed the Specific Stop Loss Level elected herein. The Specific Stop Loss liability is determined by Blue Cross NC at the end of every month, as the amount that exceeds the Specific Stop Loss Level on a member basis for the Contract Period to date.

Credit will be applied on the next monthly billing statement.

2. ELIGIBILITY

Prior to the initial Contract Period and each renewal Contract Period thereafter, Plan Sponsor shall provide Blue Cross NC with the Group Health Plan document(s) (e.g., summary plan description (SPD)) and applicable corporate policies (e.g., leave of absence policies), herein incorporated by reference, that clearly defines all categories of Members on the Group Health Plan for the Contract Period. Categories of individuals not specifically and clearly referenced in the document(s) provided may be ineligible for reimbursement under this Stop Loss Contract.

3. PREMIUM PAYMENT

The method of payment of administrative fees described in the Administrative Services Agreement between the Plan Sponsor, the Group Health Plan and Blue Cross NC shall apply to payment of Stop Loss premiums.

4. NON-ACCUMULATION

Specific Stop Loss coverage is not accumulative from Contract Period to Contract Period.

5. SPECIFIC STOP LOSS LEVEL

The Specific Stop Loss Level for an individual Member's Paid Claims for this Contract Period is indicated in the Notice for Stop Loss Insurance Coverage.

6. AGGREGATING SPECIFIC STOP LOSS DEDUCTIBLE

The Aggregating Specific Stop Loss Deductible for each Contract Period is that Aggregating Stop Loss Level indicated in the Notice for Stop Loss Insurance Coverage.

7. NOTICE FOR STOP LOSS INSURANCE COVERAGE

Prior to the initial Contract Period and each renewal Contract Period thereafter, Blue Cross NC

shall provide the Plan Sponsor with a written Notice for Stop Loss Insurance Coverage, incorporated herein by reference including the following information:

a. The beginning and ending dates of the Contract Period

b. The Specific Stop Loss Level for an individual Member's Paid Claims for the Contract Period

c. The rates to be charged for the Specific Stop Loss coverage for the Contract Period

d. Names of Members to whom the Specific Stop Loss Level set forth in [Section 5] does not apply and the applicable Specific Stop Loss Level for such Members.

e. The Aggregating Specific Stop Loss Deductible.

In the event of a conflict between this contract and the Notice for Stop Loss Insurance Coverage, the latter shall control.

8. CONTINUATION AND TERMINATION

This contract will continue in force during the initial Contract Period as set forth and during each subsequent Contract Period subject to the Plan Sponsor's timely payment of premiums for Specific Stop Loss Coverage at such rates as set forth in the Notice for Stop Loss Insurance Coverage and subject to the following termination provision:

This contract shall terminate immediately upon the occurrence of the first of the following: (i) when any payment of premiums is past due and the Plan Sponsor fails to pay any sum required hereunder within 30 days after a payment due date; provided Plan Sponsor has received prior written notice at least 15 days prior to termination; (ii) upon thirty (30) days' prior mutual written consent of the Plan Sponsor and Blue Cross NC; (iii) upon expiration of the Contract Period as specified herein (iv) upon termination of the Administrative Services Agreement. In the event the Plan Sponsor initiates termination of the Specific Stop Loss Insurance Contract prior to the end of a Contract Period, Blue Cross NC will retain all Specific Stop Loss premium and fees paid and terminate the Contract as of the date to which premiums are paid. Claims paid after the termination date of the Contract will not be subject to Specific Stop Loss coverage, except as stated in the Notice for Stop Loss Insurance Coverage.

9. RENEWAL

Renewal of this contract shall occur upon Blue Cross NC's issuance to the Plan Sponsor of the Notice for Stop Loss Insurance Coverage described in paragraph 7 of this Specific Stop Loss Insurance Contract and payment of premium or fee therefore.

10. MODIFICATION

This contract shall not be modified or changed except as set forth herein or upon mutual written consent of the authorized parties hereto. This contract shall function in addition to those terms

and conditions of the Administrative Services Agreement, which shall remain in full force and effect.

If, from the date of the stop loss quotation to the end of the Contract Period, any of the following events occur, Blue Cross NC may make an adjustment to Specific Stop Loss rates: (1) a change in benefits that materially affects Blue Cross NC's liability under the Contract; (2) a 10% or more increase or decrease in: the number of covered persons compared to the number of covered persons quoted; or the demographic factor, including but not limited to the age/sex make-up of the group or geographic location of enrollees;
(3) a 10% or more change or shift in contract types.

Blue Cross NC will give the Plan Sponsor written notice of any adjustment to Specific Stop Loss rates permitted under this section not less than 30 days before the adjustment becomes effective. Such adjustment shall not become effective without the written consent of the Plan Sponsor.

11. LIMITATION OF LIABILITY

This contract shall not bring about liability of Blue Cross NC to any party or individual other than the Plan Sponsor.

12. BLUE CROSS BLUE SHIELD ASSOCIATION

The Plan Sponsor, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this contract constitutes a contract solely between the Plan Sponsor and Blue Cross NC, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Blue Cross NC to use the Blue Cross and Blue Shield Service Mark in the State of North Carolina and that Blue Cross NC is not contracting as an agent of the Blue Cross and Blue Shield Association. The Plan Sponsor, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this contract based upon representations by any person other than Blue Cross NC and that no person, entity or organization other than Blue Cross NC shall be held accountable or liable to the Plan Sponsor for any of Blue Cross NC's obligations to the Plan Sponsor created under this contract. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross NC other than those obligations created under other provisions of this contract.

13. OVERPAYMENTS AND THIRD PARTY LIABILITY

The defense of any legal action instituted on a claim for benefits under the Group Health Plan to which this Specific Stop Loss Insurance Contract applies shall be the obligation of the Plan Sponsor. Blue Cross NC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which Blue Cross NC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform Blue Cross NC of any legal action instituted on a claim for

benefits under the Group Health Plan which does or which may involve liability of Blue Cross NC under this Specific Stop Loss Insurance Contract provision. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor with respect to the Group Health Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Group Health Plan's experience for any Contract Year during which the Specific Stop Loss Level was exceeded, to reimburse Blue Cross NC for any amount that it may have paid or become liable to pay the Plan Sponsor under this Specific Stop Loss Insurance Contract during the current contract year. The Plan Sponsor may deduct attorney's fees and court costs that it incurs in prosecuting any subrogation claim or other recovery action from the gross amount of any recovery, prior to reimbursing Blue Cross NC for any claim payment made pursuant to the Contract. Thereafter, all remaining amounts shall be applied in the manner determined by the Plan Sponsor or Plan Administrator.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this contract to be effective as of the date first above written.

Signed for: Plan Sponsor

By:_____
Signature of Authorized Official

Name:_____

Title:_____

Date:_____

Signed for Blue Cross and Blue Shield of North Carolina

By:_____
Signature of Authorized Official

Name:

Title:

Date:_____

Signed for: Plan Administrator and Group Health Plan

By:_____
Signature of Authorized Official

Name:_____

Title:_____

Date:_____

NOTICE

FOR

STOP LOSS INSURANCE COVERAGE

Rowan County
Group Number: 14161963

Contract Period: 7/1/2021 to 6/30/2022
Coverage: Medical and Prescription Drug

Specific Stop Loss

Contract Type: Paid in 12
Level: $100,000
Cumulative Specific Stop Loss Deductible: $150,000
Specific Lifetime Maximum: Unlimited
Rate Per Month Per Contract Type: $129.52

- The Employer is responsible for providing Blue Cross NC with current eligibility language.
- The Employer is responsible for administering their member eligibility correctly.
- Claims paid on ineligible members based upon the Employer's written eligibility language will NOT be eligible for Stop Loss coverage.
- Stop Loss reimbursement for claims in excess of the specific deductible are subject to member eligibility verification. Blue Cross NC requires that the employer provide the Summary Plan Description (SPD) and Leave of Absence language no later than 90 days after the policy's effective date. Specific Stop Loss claims will not be reimbursed until these documents have been received.
- Paid Claims shall mean claims released for payment by Blue Cross NC on any day during the given Contract Period, regardless of the date incurred.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Notice as of the date first above written.

Signed For: Rowan County

By _____
Print Name and Title of Authorized Official

_____
Signature of Authorized Official

Date: _____

Signed For: BLUE CROSS BLUE SHIELD OF NORTH CAROLINA

By _____

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: Kelly Natoli, Assistant County Manager/HR Director
DATE: June 7, 2021
SUBJECT: Contract for On-Site Nurse Practitioner Clinical Services

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Please see the attached contract for the FY 2022 Employee On-Site Nurse Practitioner Clinical Services. The clinical services are provided through Synergy Healthcare. The Board of Commissioners approved Synergy Healthcare as the on-site clinical provider for Rowan County employees during the 05/03/2021 meeting.

Please approve the attached FY 2022 contract between Rowan County and Synergy Healthcare for Employee On-Site Nurse Practitioner Clinical Services.

ATTACHMENTS:

Description	Upload Date	Type
Synergy Contract	6/11/2021	Cover Memo

SYNERGY Healthcare

Health Management Service Agreement

This Health Management Service Agreement is entered into this ____ **day** of _____ 2021, hereinafter called the "Effective Date", by Synergy Healthcare USA, LLC, a State of North Carolina corporation, hereinafter called "Synergy" and Rowan County, a State of North Carolina employer, hereinafter called "Employer".

Terms and Conditions

---

1. Synergy Services and Obligations:

   a. *Services.* Synergy shall provide Employer the health management Services. Synergy's obligation to perform the Services is contingent upon the Employer's fulfillment of certain obligations set forth in Section 2. Services may be provided to the Employees of Employer (all permanent employees working at least 30 hours per week) covered by the Employer Health Plan:
      i. Promotion and maintenance of health
      ii. Prevention of illness and disability
      iii. Diagnosing, treating and managing acute and chronic illnesses
      iv. Prescribing, administering and dispensing therapeutic measures, tests, procedures and drugs
      v. Consulting and referring to other health care providers as appropriate
      vi. Evaluating health outcomes

   b. *Medical Practitioners.* Synergy shall supply medical practitioners (NP or PA) to provide the Services on the days and times to be mutually agreed upon by Synergy and Employer. Any medical practitioner furnished by Synergy shall be duly licensed and in good standing with their licensing board authority to provide medical services in the state in which the practitioner is providing the Services to the Program Participants. Employer shall have the opportunity to interview a candidate before they are assigned to a clinic and make a final determination as to their acceptability. Synergy will not provide any non-compete contract language in the medical practitioner Agreements except as it would relate to work directly for the Employer. Should Employer terminate this Agreement and change to another medical management onsite vendor, Employer has every right to have the practitioner work for the new medical management onsite vendor.

   c. *Compliance Reporting.* Synergy will provide compliance visit management services. This includes providing employees compliance requirements, training medical practitioners on compliance procedures, tracking clinic visits and providingemployees reminder notices.

   d. *Online and telephonic appointment scheduling.* Synergy will provide online employee self-scheduling as well as telephonic scheduling between the hours of 8:00AM – 5:00PM EST Monday- Thursday, and 8:00AM – 11:30AM EST Friday, except on Synergy holidays. The fee for these services shall be included in the monthly administration fee as set forth in Section 3.

   e. *Electronic Medical Records.* Synergy will provide onsite EMR for Medical Practitioners to use in their day to day services for employees. The fee for these services shall be included in the monthly administration fee set forth in Section 3.

   f. *Health Risk Assessments.* Synergy may provide onsite HRA events as needed by Employer. The fee for the services can be found in Section 3.

SYNERGY Healthcare

2. Employer Obligations: Employer hereby agrees to undertake the following obligations (the "Employer Obligations"):

    a. *Program Participant Information.* Employer shall furnish employee demographic information necessary to populate the Electronic Medical Records and, provide monthly electronic health care claims data required by Synergy and authorized by Program Participants, so as to facilitate the provision of the Services stipulated in the service proposal.

    b. *Premises and Space.* Employer shall dedicate a space on Employer's premises to permit Synergy to meet privately with Program Participants, and if necessary, furnish clinical interventions and/or employee education. Employer shall provide Synergy with a right of access to and use of Employer's premises (including common hallways, and public access ways) in order for Synergy to arrange for the provision of Services as provided herein.

    c. *Onsite Internet Access.* Employer shall provide access to a high speed internet link to accommodate the use of the portable electronic health registry by Synergy representatives providing services at each Employer facility.

3. Invoice and Payment:

    On a monthly basis, Synergy shall furnish to Employer an itemized invoice of all fees due via email. Fees as follows:

    a. Provider hourly rate: $89.00 x clinic hours per calendar month.

    b. Monthly Program Administrative Fee: $3.11 per employee per month. The billing will be set at 761 employees and adjusted annually based on the employer size on renewal.

    c. EMR fees associated with the medical records will be billed at current Synergy "net" pricing.

    d. Lab fees associated with the day to day operations of the clinic will be billed at current Synergy "net" lab pricing.

    e. Clinic supplies will be billed at "net" pricing, and will require prior approval by Employer.

    f. Clinic Health Risk Assessment (HRA) forms and individual reports shall be $15 per Know Your Number report done in the clinic not during the HRA event. This is typically used for new hires.

    g. HRA Event fee: $45.00 per participant plus an additional $17.00 for PSA testing is desired. Other lab tests can be added for additional pricing.

    h. Employer agrees to pay 50% of anticipated HRA costs before the start of an HRA event and the remaining balance in full once the employee reports have been mailed.

    Payment Terms. Payment of the Monthly Invoice is due within thirty (30) days of receipt.

    Inflation Adjustment. Synergy Healthcare will notify Employer for approval of any proposed changes to the Provider Hourly Rate and/or Administrative Fee (typically 3%) 90 days prior to the anniversary date of this signed Health Management Service Agreement.

SYNERGY Healthcare

4. Term and Termination:

   a. This Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless termination notice is provided by either party in accordance with Section 4.b.

   b. During the Initial Term or any Renewal Term, either party may terminate this Agreement upon sixty (60) days' prior written notice for any reason.

   c. Any outstanding Monthly Invoices, as of the date of termination, will be due and payable within thirty (30) days following the effective date of termination.

   d. Termination of this Agreement shall not release or discharge either party from any obligation, debt, or liability which shall have previously accrued and remain to be performed upon the date of termination.

   e. Upon termination of this Agreement, Synergy shall at the Employer's election either (i) maintain for a period of no less than five years any Program Participant Information and then after such five year period destroy any Program Participant Information that would be considered Individually Identifiable Health Information; or (ii) transfer Program Participant Information to another entity or individual designated by Program Participant, provided such transfer is permitted by state and federal privacy laws and regulations.

5. Security of Employee Information:

   a. Due to the Services contemplated by this Agreement, Synergy will be a "Business Associate" of Employer, as defined by HIPAA, and the regulations promulgated there under. As such, Synergy will maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality of any Program Participant Information it creates, receives, or maintains. In addition, Synergy will maintain safeguards to protect the security of the Program Participant Information it creates, receives, or maintains from destruction, loss, damage, or inadvertent access and disclosure in accordance with standard commercial practices of organizations offering same or similar services and which shall at all times comply with state and federal law.

   b. Employer acknowledges and agrees that, except as permitted or required by state or federal law or as expressly authorized in writing by the Program Participant, Synergy shall not be required to produce or furnish any Individually Identifiable Health Information unless such information has been de-identified in accordance with 45 C.F.R. § 164.514.

6. Confidentiality:

SYNERGY Healthcare

For purposes of this Agreement, as allowed by law the term "Proprietary Information" shall include all types of proprietary data, trade secrets, and confidential information of either party whether oral or written, which is not in the public domain. Each party acknowledges that the other's Proprietary Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable business information developed at great expenditure of time, effort, and money. Each party agrees that it will not, without the express prior written consent of the other, (i) use the other's Proprietary Information for any purpose other than the performance of this Agreement; or (ii) disclose or reveal the other's Proprietary Information to any third party, except to the extent such disclosure is authorized in writing by such party and is required by law, or pursuant to subpoena or other legal process. **If** any person seeks to compel either party to disclose any Proprietary Information, the party will promptly notify the other party so that the other party may seek an appropriate protective order. Upon termination of this Agreement by either party for any reason whatsoever, each party shall promptly return to the other party all material constituting or containing Proprietary Information of the other or, if return is not feasible, certify that it has been destroyed.

7. Insurance:

Synergy shall maintain comprehensive general liability insurance with coverage limits of $1,000,000 each occurrence and $2,000,000 aggregate. In addition, Synergy will provide umbrella liability insurance with coverage limits of $1,000,000 aggregate. Synergy shall maintain professional liability (malpractice) insurance with coverage limits not less than $1,000,000.00 each occurrence and $3,000,000.00 aggregate. Synergy shall provide Employer with certificates evidencing any insurance coverage required under this Section upon request.

Synergy will provide automobile liability and workers' compensation coverage for its employees. Automobile liability limits shall be $1,000,000 each occurrence and workers' compensation coverage must provide for workers' compensation statutory limits and employer liability limits of $1,000,000.

8. Indemnification:

   a. To the extent provided by law each party (the "Indemnitor") agrees to defend, indemnify and hold harmless the other party (the "Indemnitee") from and against and all losses, judgments, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of settlement) which directly results from or arises out of any material breach by the Indemnitor of any of its representations, warranties, covenants, or obligations in this Agreement in carrying out this Agreement.

   b. The Indemnitee shall notify the Indemnitor in a written statement, transmitted by a nationally recognized overnight delivery service company, of the existence of any such action, claim, or demand giving rise to a claim for indemnity under this paragraph in writing of the same within fifteen (15) days of receipt of such written assertion of a claim or liability; provided, however, the failure to give such notice shall affect the Indemnitor's obligations hereunder only to the extent the Indemnitor is materially prejudiced by such failure. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee a release from all liability in respect to such claim.

   c. All indemnifications made by the parties shall survive the termination of this Agreement.

   d. Each party agrees to use its commercially reasonable best efforts to cooperate in the investigation, mitigation, defense, and settlement of any third-party claim subject to this Section 8; to permit the cooperation and participation of the other parties in any such claim or

SYNERGY Healthcare

action; and to promptly notify the other parties of the occurrence of any indemnified event or material developments or amounts due with respect to any indemnified event.

9. Miscellaneous:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld. Synergy shall not be responsible for delays or failures in its performance resulting from acts or omissions attributable to Employer's employees. Any delay or failure by either party to enforce any of its rights under this Agreement shall not be deemed a waiver of any other rights hereunder. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may only be amended in a writing executed by both parties. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date set forth above.

Synergy Healthcare USA, LLC **2776 N Highway 16** **Denver, NC 28037**	**Rowan County** **130 West Innes Street** **Salisbury, NC 28144**
Katie K. Queen **Authorized Signature**	Authorized Signature
Katie K. Queen Print Name	Print Name
VP/Operations Title	Title
05/17/2021 Date	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: Casey Robinson, Assistant Tax Collector
DATE: June 11, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
May 2021 Tyler Refunds	6/11/2021	Cover Memo
May 2021 AS400 Refunds	6/11/2021	Cover Memo
April 2021 VTS Refunds	6/11/2021	Cover Memo

MAY 2021 TYLER REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	Refund
BOWERS TRENT LEE		189 MILLER AV SW		CONCORD	NC	28025	310 SHIVE RD	427 023	436.82
BOWERS TRENT LEE		189 MILLER AV SW		CONCORD	NC	28025	310 SHIVE RD	427 023	450.06
BROCK JOE DOUGLAS	BROCK GAIL REAGAN	101 S SPENCER AVE		SPENCER	NC	28159	101 SPENCER AVE S	990204	1.09
SELECT PORTFOLIO SERVICING, INC		3217 S DECKER LAKE DR		SALT LAKE CITY	UT	84119	1340 MT MORIAH CHURCH RD	130 240	150.00
COOK SAMUEL LARRY	COOK MARY ANN	130 KINGS TER		SALISBURY	NC	28146	130 KINGS TER	416B118	765.62
CORRIHER BENNETT W & WF	CORRIHER HELEN C	13011 MOORESVILLE RD		MOUNT ULLA	NC	28125	0 MOORESVILLE RD	212 004	54.90
CROSSWINDS APARTMENTS LTD	APARTMENT FIXTURES	231 W FULTON ST		GRAND RAPIDS	MI	49503	315 LASH DR	331 216	12,980.89
ECKARD JOHNNY MONROE	ECKARD JOLENE	PO BOX 67		LANDIS	NC	28088	3435 LINN AVE	133A090	92.12
ECKARD JOHNNY MONROE	ECKARD JOLENE	PO BOX 67		LANDIS	NC	28088	3435 LINN AVE	133A090	121.26
ECKARD JOHNNY MONROE	ECKARD JOLENE	PO BOX 67		LANDIS	NC	28088	3435 LINN AVE	133A090	31.23
ATLANTIS TITLE CO	ELY LISA LYNN	5309-B MONROE RD		CHARLOTTE	NC	28205	0 RITCHIE RD	236 088	4.01
SELECT PORTFOLIO SERVICING		3217 S DECKER LAKE DR		SALT LAKE CITY	UT	84119	215 CANNON RD	457 077	6.00
GRAHAM JERRY WAYNE		1050 VIOLA LN		SALISBURY	NC	28146	1050 VIOLA LN	6501014	320.00
HALL JEFFERY A	HALL ANNE S	460 EUDY RD		CHINA GROVE	NC	28023	460 EUDY RD	123 0880000001	68.95
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	0 BENJAMIN DR	058C387	4,666.59
CORELOGIC TAX SERVICES, INC		5001 HACKBERRY RD.		IRVING	TX	75063	1253 MT MORIAH CHURCH RD	130B286	1,366.68
HYLL MARSHA K		501 W MONROE ST		SALISBURY	NC	28144	501 W MONROE ST	009 281	3,123.68
SELECT PORTFOLIO SERVCING, INC		3217 S DECKER LAKE DR		SALT LAKE CITY	UT	84119	1160 CHATHAM LN	404 119	88.90
SELECT PORTFOLIO SERVICING, INC.		3217 S DECKER LAKE DR		SALT LAKECITY	UT	84119	1160 CHATHAM LN	404 119	162.40
JAMES Y FAUST ATTONRYE AT LAW PLLC		111 WEST FISHER STREET		SALISBURY	NC	28144	7050 WOODLEAF RD	8.17201E+12	3.65
THE SPERRY LAW FIRM P.C.		15801 BRIXHAM HILL AVE. SUITE 225		CHARLOTTE	NC	28277	324 W HARRISON ST	015 131	1,598.07
MAQUEIRA ARIEL & WF	MAQUEIRA MIDALY	108 TYLER CT		SALISBURY	NC	28146	108 TYLER CT	403D052	304.00
MIKE'S CARRIAGE ROOM LLC		2141-F STATESVILLE BLVD		SALISBURY	NC	28147	2141 STATESVILLE BLVD STE E-F	175698	1.37
MORGAN MARIE B		385 OLD ROCKY RD		ROCKWELL	NC	28138	385 OLD ROCKY RD	386 015	306.30
MORGAN MARIE B		385 OLD ROCKY RD		ROCKWELL	NC	28138	0 OLD ROCKY RD	386 016	16.96
MULL JULIE MAINESS		1615 OLD CONCORD RD		SALISBURY	NC	28146	PERSONAL PROPERTY	134363	144.36
OVERCASH ANGELA DAWN		322 E COUNCIL ST 2E		SALISBURY	NC	28144	322 E COUNCIL ST	010B013	1,579.59
NATIONSTAR MORTGAGE		PO BOX 35605		DALLAS	TX	75235	1806 STOKES FERRY RD	058 105	2,431.67
REGISTER GEORGE THOMAS	REGISTER SONDRA SHUE	101 HICKORY WOOD DR		KANNAPOLIS	NC	28083	101 HICKORY WOOD DR	140B088	987.87
RHODES RICK A	RHODES LORI	1160 JUSTIN J DR		ROCKWELL	NC	28138	1160 JUSTIN J DR	373A028	4.51
THE UPTOWN LAW FIRM		1200 WOODRUFF RD A-3		GREENVILLE	SC	29607	110 BRAMBLE TR	307D268	759.35
ROSEMAN WILLIAM HENRY		4140 CAUBLE RD		SALISBURY	NC	28144	4210 CAUBLE RD	310 005	18.60
ROSEMAN WILLIAM HENRY		4140 CAUBLE RD		SALISBURY	NC	28144	0 SURRATT DR	323A052	8.62
SCHENK HANNAH		1385 ZION CHURCH RD		GOLD HILL	NC	28071	1385 ZION CHURCH RD	382 026	436.16
CORELOGIC		3001 HACKBERRY RD		IRVING	TX	75063	3045 E RIDGE RD	322C084	50.00
CENLAR		3001 HACKBERRY RD		IRVING	TX	75063	225 ELM ST	013 300	1,247.09
CENLAR		3001HACKBERRY RD		IRVING	TX	75063	225 ELM ST	013 300	62.35
TABOR MARCIA &	TABOR JONETTA	705 EDGEWOOD AVE		TRENTON	NJ	8618	0 VANDERFORD ST	009 100	100.00
WALLACE EMILY ODESSA	WALLACE DANIEL MATTHEW	7740 FREEZE RD		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	180503	224.17
WHITTINGTON SCOTT W &	O'MELLAN KEVIN M	140 CANTEBERRY DR		SALISBURY	NC	28144	320 N MAIN ST	103223	20.15
								TOTAL:	$ 35,196.04

Tonya Parnell

Tax Collections Manager

MAY 2021 AS400 REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	OWNER ID	REFUND
BOYD CLUDIE J	BOYD HAZEL	129 RIDGE CREEK CT		SALISBURY	NC	28147-7884	HAWKINS AV	59627500	29.39
HEDENSKOG TERRY LYNN		7552 HAW MEADOWS DR		KERNERSVILLE	NC	27284-6700	2001 CHEV SIL TK	6204873	127.48
LEFLER BENNIE CURTIS		435 DEAL RD		MOORESVILLE	NC	28115-9569	1998 OAKWOOD 00014 00080	6140753	415.83
YATES SHERRY BURRIS		290 RIDGE CREST RD		SALISBURY	NC	28146	2018 TRACKER	702831	289.07
								TOTAL:	**$ 861.77**

Tonya Parnell

Tax Collections Manager

APRIL 2021 VTS REFUNDS

TAXPAYER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
ATKINS, JOSHUA STEPHEN	1727 CHANTILLY LN		SALISBURY	NC	28146	Mileage	215253231	18.97
BECKER, MELINDA SUE	1005 WHISPERWOOD DR		SALISBURY	NC	28147	Vehicle Sold	215626368	202.11
BISHOP, MICHAEL PERRY	207 W CHURCH ST		CHINA GROVE	NC	28023	Tag Surrender	144564876	139.18
BLACKWELDER, JAMES ALFRED	180 OSCAR LN		SALISBURY	NC	28147	Vehicle Totalled	143750970	8.55
BROWN, DENNIS ROGER	1230 UMBERGER RD		MOUNT ULLA	NC	28125	Over Assessment	143894870	26.05
BROWN, ROSALYN LEENETTE	3520 DOGWOOD CT		SALISBURY	NC	28144	Vehicle Sold	216717732	145.51
CARLI, JAMES CUTINI	419 S ELLIS ST		SALISBURY	NC	28144	Insurance Lapse	215626341	23.78
CHAPMAN, ANTHONY ALEXANDER	320 DAYBROOK DR		LANDIS	NC	28088	Vehicle Sold	215991720	51.82
CHESTER, TRINA LYNN	421 HUDSON ST		SALISBURY	NC	28144	Vehicle Sold	215626458	66.10
COELLO, SARA MARIE	1496 GLENFIELD DR		SALISBURY	NC	28147	Vehicle Sold	143429300	40.71
COOK, BRIAN DAVID	1190 DUBLIN CT		CHINA GROVE	NC	28023	Vehicle Sold	144478734	195.73
COOK, TIMOTHY MARK	PO BOX 423		ROCKWELL	NC	28138	Vehicle Sold	143429288	61.96
DRYE, TINA MARIE	1007 CELEBRATION DR		SALISBURY	NC	28144	Vehicle Sold	216584382	13.20
FORTSON FREIGHT SYSTEMS INC	5035 STOKES FERRY RD		SALISBURY	NC	28146	Vehicle Sold	143429296	20.81
GIBSON, JIMMY DALE	325 OAK BROOK DR		SALISBURY	NC	28146	Vehicle Sold	215143947	201.71
GOSSETT, BERKLEY HAROLD III	1082 FOXGATE LN		MOORESVILLE	NC	28115	Vehicle Sold	144478802	96.68
HILL, PENELOPE ELIZABETH	266 LINKER RD		ROCKWELL	NC	28138	Vehicle Sold	144478748	32.34
HINSON, JOHN ELLIOTT	1815 WEBB RD		SALISBURY	NC	28146	Situs error	288568624	158.97
HOLDER, HANNAH GABRIELLE	165 REID FARM RD		SALISBURY	NC	28147	Vehicle Sold	143347492	141.73
HOUSTON, RICHARD WATSON	1224 ROWAN MILLS RD		SALISBURY	NC	28147	Vehicle Sold	216717741	119.75
HUFFMAN, ALYCE OWEN	PO BOX 614		ROCKWELL	NC	28138	Vehicle Sold	143750950	10.88
JONES, JOAN SCRUGGS	204 MOSES RD		ROCKWELL	NC	28138	Vehicle Sold	144564880	60.54
JTS RISK MANAGEMENT SERVICES INC	5 PINE TREE RD		SALISBURY	NC	28144	Vehicle Totalled	216718116	144.66
JULIAN, DONALD ROSS	250 SHANNON DR		SALISBURY	NC	28144	Vehicle Sold	143994648	124.64
LOPEZ NAVA, LILIANA JANETH	380 MOON CIR		SALISBURY	NC	28147	Vehicle Sold	143750954	12.31
LYERLY, DONALD THOMAS	303 CRUSE RD		SALISBURY	NC	28146	Vehicle Sold	143750978	196.88
LYERLY, DONNA GRAFF	2115 OLD CONCORD RD		SALISBURY	NC	28146	Vehicle Sold	143429286	30.50
MCINTYRE, AUSTIN LEE	195 CLEARBROOK DR		SALISBURY	NC	28146	Vehicle Sold	144564786	50.02
MCLAUGHLIN, JOHN HARRY	108 WILDWOOD DR		SALISBURY	NC	28146	Vehicle Sold	215626392	24.61
MENIUS, BILLIE LOGAN	1725 MILLBRIDGE RD		CHINA GROVE	NC	28023	Vehicle Sold	143994642	43.86
MOON, ROBERT	1025 BEE LINE LN		SALISBURY	NC	28147	Vehicle Sold	143821102	104.32
MORRIS, DANIEL ROBERT	515 STEEPLE CHASE TRL		SALISBURY	NC	28144	Vehicle Sold	143604618	101.07
MYERS, STEVEN CHARLES	13 HILLVIEW CIR		ASHEVILLE	NC	28805	Vehicle Sold	144067218	21.75

Tonya Parnell
Tax Collections Manager

PARKS, BOBBY TERRILL	150 CAMELOT RD		SALISBURY	NC	28147	Vehicle Sold	215990832	84.45
PEUGH, RANDALL LEE	2305 AIRPORT RD		SALISBURY	NC	28147	Vehicle Sold	143429292	49.95
RICE, JOYCE ANN	313 BARBOUR ST	APT B	SALISBURY	NC	28144	Vehicle Totalled	144478754	11.47
ROBERTS, MARK FORREST	1250 DOGWOOD DR		CHINA GROVE	NC	28023	Vehicle Totalled	215626350	29.61
SCHLEICHER, OTTO MICHAEL JR	545 CAMPBELL RD		WOODLEAF	NC	27054	Vehicle Sold	143429302	6.76
SCRUGGS, DANIEL LEE	1555 3RD CREEK CHURCH RD		CLEVELAND	NC	27013	Situs error	288779128	33.04
SICKLE, CYNTHIA ANN	1150 CHURCHFIELD LN		ROCKWELL	NC	28138	Vehicle Sold	143750932	127.67
SLOOP, DOUGLAS TYLER	120 AGNER RD		SALISBURY	NC	28146	Vehicle Sold	143750942	236.48
SPILLANE, SEAN MICHAEL	205 OAKVIEW DR		SALISBURY	NC	28146	Vehicle Sold	216718146	109.27
STALLINGS, KEVIN MATTHEW	402 BRAMBLEWOOD DR		SALISBURY	NC	28147	Vehicle Sold	143750926	113.91
STEINMAN, TODD ANDREW	108 ASHTON LN		SALISBURY	NC	28147	Tag Surrender	216980169	105.00
STILLER, FRANK STEPHEN	2885 MT HOPE CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	144478738	34.02
STOCK CAR STEEL & ALUMINUM INC	PO BOX 5478		MOORESVILLE	NC	28117	Tag Surrender	144742114	114.10
THOMAS, ROBERT ALAN	425 FREEDOM DR		SALISBURY	NC	28147	Vehicle Sold	216718152	74.45
TURNER, MARCUS ANTONIO	317 S SHAVER ST		SALISBURY	NC	28144	Vehicle Totalled	215992011	47.34
WALKER, LEE THOMAS	1118 KINGSWAY DR		SALISBURY	NC	28146	Vehicle Sold	144478770	24.15
WALLER, SHELIA DIXON	675 GRACE CHURCH RD		SALISBURY	NC	28147	Vehicle Sold	143994628	449.06
WALLER, TERRY LEE	675 GRACE CHURCH RD		SALISBURY	NC	28147	Vehicle Sold	143994620	357.53
WELLS, JUSTIN MICHAEL	104 ABBEY CIR		SALISBURY	NC	28147	Vehicle Sold	144478772	40.94
WEST, KYLE EVAN	735 CORRIHER SPRINGS RD		CHINA GROVE	NC	28023	Vehicle Sold	144478756	18.19
							TOTAL:	**$ 4,759.09**
Pending Refund								
FOOD LION LLC	1165 SANCTUARY PKWY		ALPHARETTA	GA	30009	Overpayment	71581101	136.08

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
DATE: June 11, 2021
SUBJECT: Bi-weekly Environmental Health Report

Bi-weekly Environmental Health Report

ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly BOC Environmental Health Charts	6/11/2021	Backup Material
Bi-weekly Commissioner Reporting Graphs	6/11/2021	Backup Material

ONSITE WASTEWATER REPORT

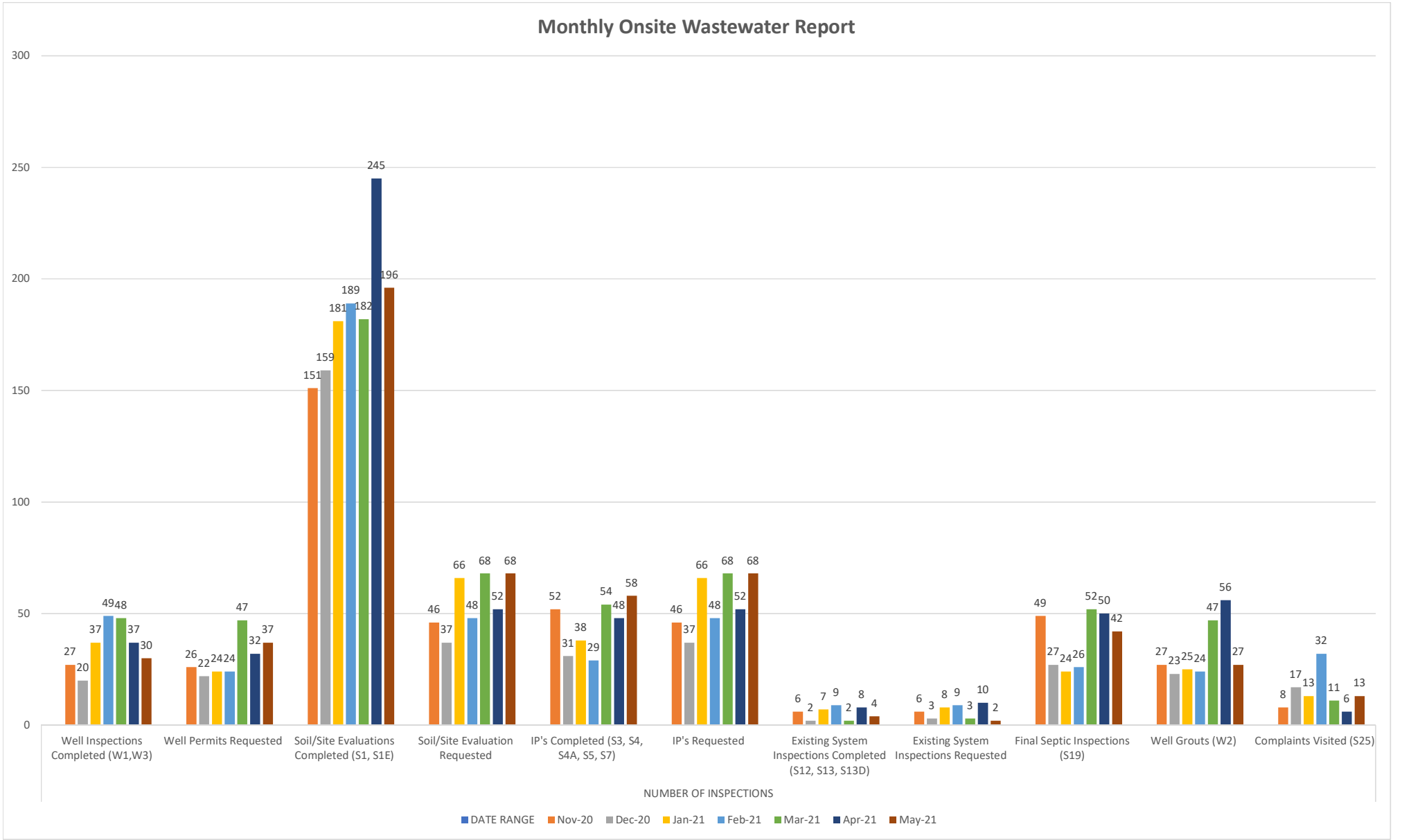
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	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
Total	248	212	1303	385	310	385	38	41	270	229	100	

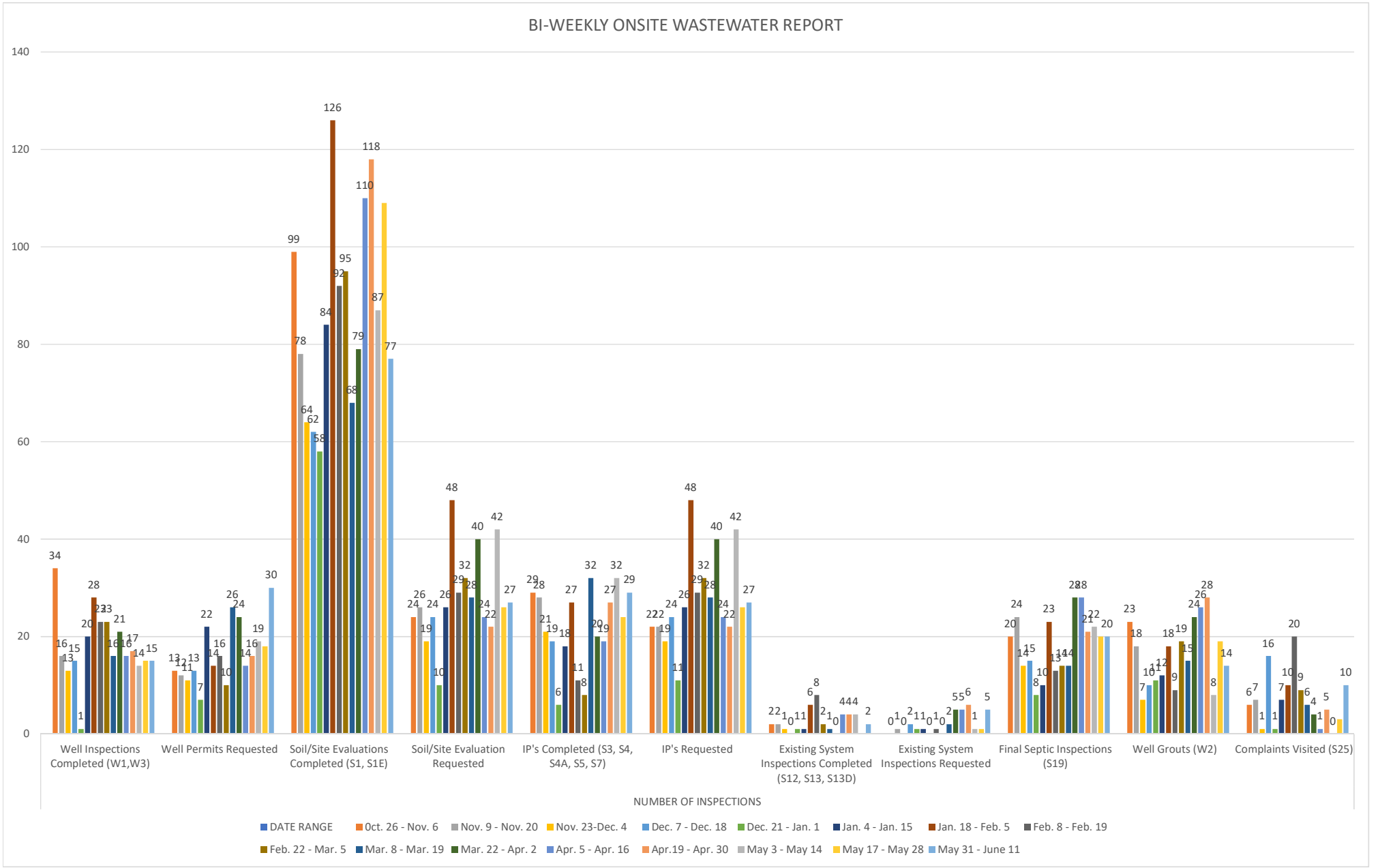
BI-WEEKLY ONSITE WASTEWATER REPORT

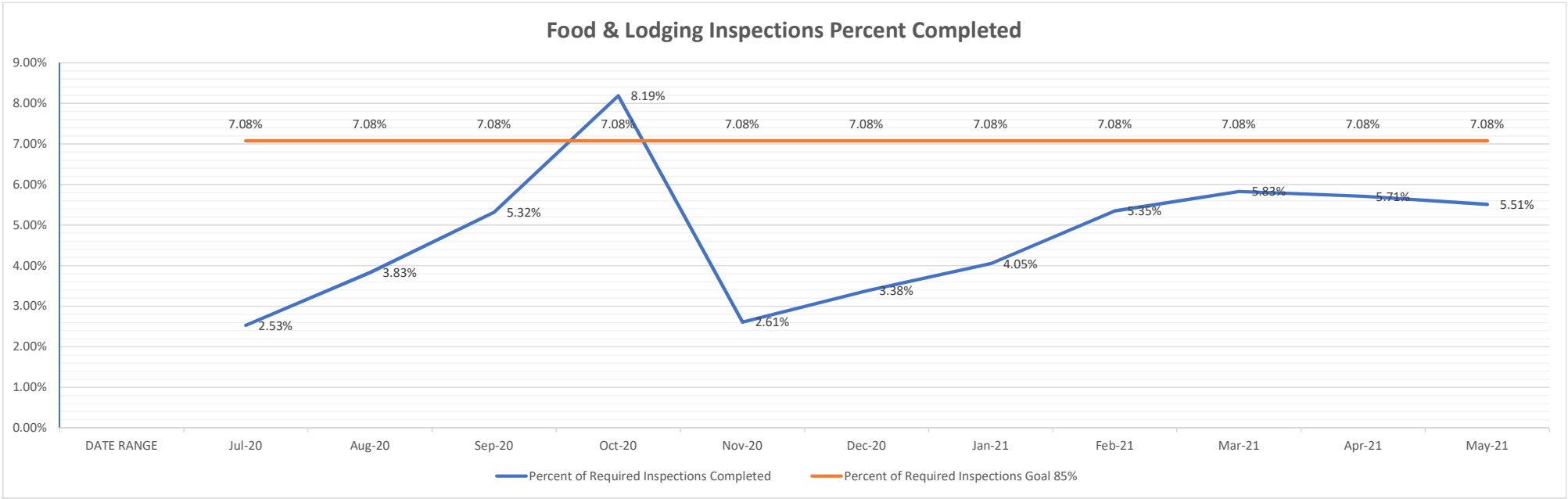
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 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
Total	287	265	1406	447	350	442	38	31	294	261	106	

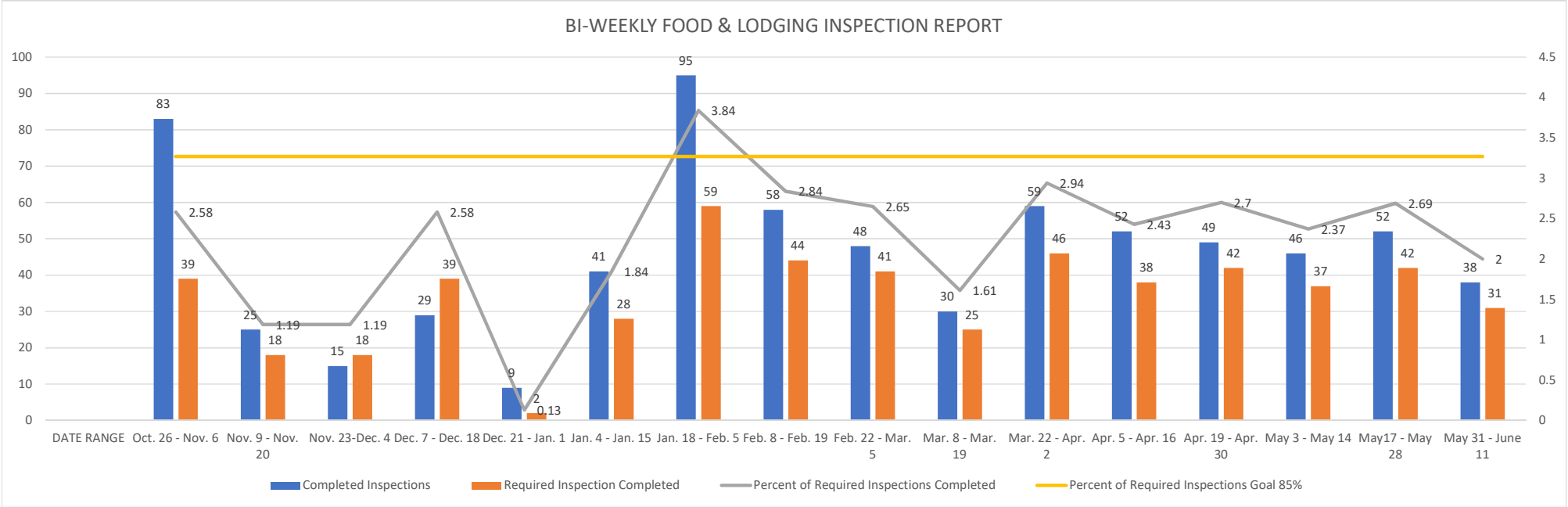
FOOD & LODGING REPORT					
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%	
DATE RANGE					
Jul-20	49	38	2.53	7.08	Required Inspections: 1553
Aug-20	67	58	3.83	7.08	Number of Establishments: 675
Sep-20	102	81	5.32	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	
Total	1049	807	52.31	77.88	

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
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
Total	729	549	35.58	52.32


Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
27 20 37 49 48 37 30
26 22 24 24 47 32 37
151 159 181 189 182 245 196
46 37 66 48 68 52 68
52 31 38 29 54 48 58
46 37 66 48 68 52 68
6 2 7 9 2 8 4
6 3 8 9 3 10 2
49 27 24 26 52 50 42
27 23 25 24 47 56 27
8 17 13 32 11 6 13
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)
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
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)
NUMBER OF INSPECTIONS
DATE RANGE
0ct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr.19 - Apr. 30
May 3 - May 14
May 17 - May 28
May 31 - June 11


Food & Lodging Inspections Percent Completed
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
7.08%
8.19%
5.32%
3.83%
2.53%
2.61%
3.38%
4.05%
5.35%
5.83%
5.71%
5.51%
DATE RANGE
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%


BI-WEEKLY FOOD & LODGING INSPECTION REPORT
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
May17 - May 28
May 31 - June 11
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

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:	06-13-21
SUBJECT:	Contracts for Liability and Property Pool and Workers Compensation Pool

---

Please see the attached contracts for the FY 2022 Liability and Property Pool and Workers' Compensation Pool. These Risk Management Pools are administered through the North Carolina Association of County Commissioners (NCACC). The cost to participate in the Liability and Property Pool is approximately $407,000 ($560,946 less deductible options and multi-pool discounts). The cost to participate in the Workers' Compensation Pool is $177,003.

Please approve the attached FY 2022 contracts between Rowan County and the NCACC Risk Management Pools for liability, property and workers' compensation.

ATTACHMENTS:

Description	Upload Date	Type
Contracts for Liability and Property Pool and Workers Compensation Pool	6/13/2021	Backup Material

NCACC Risk Management Pools
Workers Compensation

NCACC Risk Management Pools
Workers' Compensation
7/1/2021 to 7/1/2022

Rowan County

PROPOSAL FOR $500,000 DEDUCTIBLE OPTION

ESTIMATED PAYROLL	$39,241,492
MANUAL CONTRIBUTION	$1,044,734
MODIFIED CONTRIBUTION	$655,566
ESTIMATED CONTRIBUTION	$655,566
Deductible Option	$500,000
Deductible Factor (No Aggregate)	0.27
Deductible Contribution (No Aggregate)	$177,003
(Member Contribution multiplied by Deductible Factor)	
Expected Losses	$481,841
Expected Losses Limited to Deductible	$363,790
Expected Total Cost for $500,000 Deductible (No Aggregate)	$540,793
(Deductible Contribution plus Expected Losses within the Deductible)	
Aggregate Retention	
(In addition to excess insurance, which provides coverage for a single claim in excess of your retention, we limit the total amount you will pay for claims in any one fund year. This represents your maximum claims cost for the Fund Year.)	
Aggregate Percentage of Expected Losses	0%
Aggregate Retention	$0
Aggregate Contribution Factor	0
Additional Contribution for Aggregate	$0
Expected Total Cost for $500,000 Deductible with Aggregate	$177,003
(Expected Total Cost for Deductible plus Additional Contribution for Aggregate)	
Estimated Total Contribution for Deductible and Aggregate	$177,003

Please bind the $500,000 Deductible Option for the 7/1/2021 to 7/1/2022 Fund Year.

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

Signed: _____

Title: _____ Date: _____

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

Financial Officer _____ Date _____

NCACC Risk Management Pools
Liability and Property

County: Rowan County

RENEWAL ESTIMATE JULY 1, 2021 TO JULY 1, 2022 Date of Quote 5/5/2021

Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	$1,000	Total Property Values	$183,165,300	96,213
Named Storm		*$1,000*			
		$1,000	Total Inland Marine Values	$31,078,609	15,838
Flood, NFIP		*$500,000*			
Flood/Earthquake		*$25,000*		Total	$112,051
General Liability	$2,000,000	$0	Population	143,148	37,897
			Number of EMTs	42	1,461
				Total	$39,358
Automobile Liability	$2,000,000	$0	Total # of Vehicles (Liability)	334	85,992
Excess Auto Liability					0
Physical Damage	Actual Cash Value	$1,000	Total # of Vehicles (PD)	151	20,253
Replacement Cost	$2,071,810		Value of Selected Veh.	$2,071,810	$13,414
				Total	$119,659
Crime	$250,000	$1,000	Money on Premises	1	$968
			Great than $250,000	0	$0
				Total	$968
Public Officials Liability	*$2,000,000 per occurrence*	$5,000	Population	143,148	43,424
	$6,000,000 aggregate			Total	$43,424
Law Enforcement Liability	*$2,000,000 per occurrence*	$5,000	Class A Employees Class B Employees Class C Employees	302 106 84	164,484 32,155 8,687
	$6,000,000 aggregate			Total	$205,326
Employment Practices Liability	*$2,000,000 per occurrence*	$5,000	Population	143,148	33,160
	$6,000,000 aggregate			Total	$33,160
Employee Benefits Liability	$2,000,000	$5,000		Total	included
Environmental Impairment Liability	$250,000 *aggregate*	$0		Total	included
Privacy or Security Event Liability	$1,000,000	$5,000	Population	Total	$5,000
			Annual Estimated Contribution		$558,946

Please return this document with your signed proposal.

2021 PROPERTY SUBLIMITS

$5,000,000	ACCOUNTS RECEIVABLE	
$4,000,000	AUTOMATIC COVERAGE	
$2,500,000	INCREASED COST OF CONSTRUCTION	
$250,000	COST OF EXTINGUISHING LANDFILL FIRES	
$100,000	CONTINGENT TAX REVENUE INTERRUPTION	
$250,000	CONTINGENT BUSINESS INTERRUPTION/CONTINGENT EXTRA EXPENSE	
$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)	
$500,000	DECONTAMINATION COSTS	
$100,000	DEFERRED PAYMENTS	
$10,000,000	EARTHQUAKE – SUBJECT TO A $10,000,000 ANNUAL AGGREGATE	
$2,500,000	ELECTRONIC DATA AND MEDIA	
$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:	
	SPOILAGE	$500,000
	SERVICE INTERRUPTION	$2,500,000
	BUSINESS INTERRUPTION	$25,000,000
	GROSS EARNINGS AND EXTRA EXPENSE	$1,000,000
	EXPEDITING EXPENSE	$500,000
	HAZARDOUS SUBSTANCE	$1,000,000
	AMMONIA CONTAMINATION	$500,000
	ELECTRONIC DATA & MEDIA	$1,000,000
	CFC REFRIGERANTS	$100,000
	COMPUTER EQUIPMENT	$25,000,000
$2,500,000	ERRORS AND OMISSIONS	
$250,000	EVACUATION EXPENSE	
$1,000,000	EXPEDITING EXPENSE	
$2,500,000	EXTRA EXPENSE	
$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSER OF ACTUAL LOSS SUSTAINED FOR 180 CONSECUTIVE DAYS OR LIMIT SHOWN)	
$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF $250,000 PER ITEM	
$10,000,000	FLOOD - SUBJECT TO A $10,000,000 ANNUAL AGGREGATE	
$1,000,000	FLOOD – SUBJECT TO A $1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD	

$2,500,000	GROSS EARNINGS AND EXTRA EXPENSE COMBINED
$2,500,000	INTERRUPTION BY CIVIL AUTHORITY
$100,000	LAW ENFORCEMENT ANIMAL MORTALITY
$2,500,000	LEASEHOLD INTEREST
$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
$250,000	MOBILE MEDICAL EQUIPMENT
$60,000,000	NAMED STORM – TIER 1 AND TIER 2 ONLY
$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
$100,000	PROFESSIONAL FEES
$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
$100,000	LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL - SUBJECT TO A $500,000 ANNUAL AGGREGATE
$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
$2,500,000	INGRESS/EGRESS
$100,000	LANDSCAPING, SUBJECT TO $15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
$150,000	ANY ONE WATERCRAFT, $1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION; $100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; $250,000 ANY ONE OCCURRENCE
$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A $50,000 ANNUAL AGGREGATE
$100,000	UPGRADE TO GREEN

NCACC Risk Management Pools
Liability and Property

Payment Plan Available: Liability & Property Pool Quoted on: **5/5/2021**

County or Entity: **Rowan County**

Annual Payment Plan:	**$558,946**

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please sign and return the accepted proposal by June 15th, 2021.

NCACC Risk Management Pools
Liability and Property

JULY 1, 2021 TO JULY 1, 2022 — Quoted on: 5/5/2021

Renewal Estimate — **County or Entity:** **Rowan County**

Deductible Adjustment Options — **Per Occurrence Deductibles**

Liability & Property Line	$500	$1,000	$2,500	$5,000	$10,000	$25,000	$50,000	$75,000	$100,000
PROPERTY		$0	$5,484	$10,968	$17,318	$26,459	$33,482	$37,523	$40,602
INLAND MARINE		$0	$380	$792	$1,394	$2,597	$3,864	$4,910	$5,670
GENERAL LIABILITY	$1,771	$2,873	$4,015	$5,077	$6,337	$8,698	$10,863	$12,595	$14,090
AUTO LIABILITY	$2,322	$4,042	$7,309	$10,405	$14,361	$20,208	$24,508	$27,431	$29,409
AUTO PHYSICAL DAMAGE		$0	$2,937	$5,448	$7,737	$9,438	$10,127	$10,471	$10,613
CRIME									
PUBLIC OFFICIALS LIAB.		$0	$0	$0	$1,694	$5,037	$8,511	$10,726	$12,115
LAW ENFORCEMENT LIAB.		$0	$0	$0	$8,008	$23,818	$40,244	$50,716	$57,286
EMPLOYMENT PRACTICES LIAB.		$0	$0	$0	$928	$2,951	$5,107	$6,433	$7,527

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

County or Entity: **Rowan County**

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

$30,835

Longevity Credit

Percentage of Final Signed Contribution (WC & L&P)

1.0%

The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

JULY 1, 2021 TO JULY 1, 2022 Quoted on: **5/5/2021**

Renewal Estimate **EXCESS LIABILITY**

County or Entity: **Rowan County**

Excess Liability provides excess General Liability, Automobile Liability, Public Officials or Law Enforcement Liability limits. The Excess Liability comes into play when the primary limits have been exhausted. The Excess Liability allows the member to purchase a single increased limit, and use the limit where it is necessary. The Excess Liability does not increase each individual Liability limit, but is available in any covered Liability area should the need arise. The Pool's Excess Liability extends limits above the Pool's contract only.

Higher limits can be purchased in the form of the Excess Liability options as follows:

EXCESS LIABILITY	ANNUAL CONTRIBUTION	SELECT LIMIT
DECLINE EXCESS COVERAGE		X
$1,000,000 excess of $2,000,000 underlying	$ 48,711	
$2,000,000 excess of $2,000,000 underlying	$ 69,843	
$3,000,000 excess of $2,000,000 underlying	$ 89,577	
$4,000,000 excess of $2,000,000 underlying	$ 109,006	

To purchase ***or decline*** the Excess Liability Coverage, please indicate the limits desired by marking an X inside the box under the "SELECT LIMIT" column.

Approved by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

Rowan County

LIABIILTY AND PROPERTY DEDUCTIBLE OPTIONS JULY 1, 2021 to JULY 1, 2022

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property		***$1,000***	**Inland Marine**		***$1,000***
		$2,500			$2,500
		$5,000			$5,000
		$10,000			$10,000
	X	$25,000		X	$25,000
		$50,000			$50,000
		$75,000			$75,000
		$100,000			$100,000
Coastal county members only – **You may select a 2% Wind Deduct.**		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime		***$1,000***	**General Liability**		***$0***
					$500
					$1,000
					$2,500
					$5,000
					$10,000
				X	$25,000
					$50,000
Automobile Liability		***$0***	**Auto Phy. Damage**	X	***$1,000***
		$500			$2,500
	X	$1,000			$5,000
		$2,500			$10,000
		$5,000			$25,000
		$10,000			$50,000
		$25,000			$75,000
		$50,000			$100,000
Law Enforcement		***$5,000***	**Public Officials**		***$5,000***
		$10,000			$10,000
		$25,000			$25,000
		$50,000			$50,000
		$75,000			$75,000
	X	$100,000		X	$100,000
Employment Practices		***$5,000***	**Boiler and Machinery Coverage**		
		$10,000	* The deductible for Boiler and Machinery is $1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are **not available** for Boiler & Machinery.		
		$25,000			
		$50,000			
		$75,000			
	X	$100,000			

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

JULY 1, 2021 to JULY 1, 2022 Quoted on: 05/05/21

EXCESS PRIVACY OR SECURITY EVENT LIABILITY SECTION A(1)

Member: **Rowan County**

Retroactive Date: **07/01/19**

INCREASED LIMIT	ANNUAL CONTRIBUTION	SELECT LIMIT (X)
DECLINE EXCESS LIMITS		
$1,000,000 excess of $1,000,000 underlying	**$2,000**	X
$2,000,000 excess of $1,000,000 underlying	**$4,000**	
$3,000,000 excess of $1,000,000 underlying	**$6,000**	
$4,000,000 excess of $1,000,000 underlying	**$8,000**	

To purchase or decline Excess Privacy or Security Event Liability, please mark the box of the limit you desire and return a signed copy of this form.

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

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: Randy J. Cress, Assistant County Manager / CIO
DATE: June 14, 2021
SUBJECT: Renewal Services for Zoom Phone

Pursuant to Rowan County Purchasing Policy, Section 1.3.1, renewal services for Rowan County's phone and meeting services will exceed $90,000 for the upcoming FY21-22. The attached quote has been provided from Zoom for a 12 month period. The overall cost per order form number: Q962827, which is within the approved FY21-22 budget will not exceed: $154,776.60 (Annual Payment, Plus 11 months at $20/ea)

Recommend Board approval to allow Rowan County Manager or designee to complete this transaction with Zoom Voice Communications, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Zoom Quote	6/14/2021	Exhibit

Order Form Number: Q962827
Valid Until:

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: seiko.tran@zoom.us

Billed To	**Sold To**
Customer: Rowan County **Contact Name**: Randy Cress 130 West Innes Street Salisbury, North Carolina 28144, United States **Email Address**: randy.cress@rowancountync.gov **Phone**: (704) 216-8116	**Customer**: Rowan County **Contact Name**: Randy Cress 130 West Innes Street Salisbury, North Carolina 28144, United States **Email Address:** randy.cress@rowancountync.gov **Phone:** (704) 216-8116
Auto Renew: No **Initial Paid Subscription Term:** 12 Month **Paid Period Start Date:** 07/01/2021	**Billing Method:** Email **Currency:** USD **Payment Method:** Other **Payment Term:** Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at http://www.zoom.us/terms (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Enterprise Named Host Annual	Annual	72	USD 204.00	USD 14,688.00
Zoom Phone US/Canada Unlimited Calling Named User Annual	Annual	886	USD 148.30	USD 131,395.56
Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
Audio Conferencing Pay as you go	Month	1	USD 0.00	USD 0.00
Audio Conferencing Pay As You Go - overage fee (*All overages for audio billed at contracted rates.)*	Month		NA	USD
Dedicated Dial-in Number	Month	2	USD 10.00	USD 20.00
Zoom Rooms Annual	Annual	20	USD 424.15	USD 8,483.04

(Before Taxes)	
Monthly Payment:	**USD 20.00**
Annual Payment:	**USD 154,566.60**

Payment Schedule Summary (Before Taxes)

First Payment: USD 154,586.60

Monthly Recurring Payment: USD 20.00 (Starting from the Second Month)

Other Terms & Notes

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 500 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Enterprise Named Host Plan includes 500 meeting capacity and webinar 500 attendee capacity for all named users.

Zoom Phone Calling Plans
Zoom Phone Unlimited Calling plans are subject to fair usage policy. Calls to select premium rate destinations may be excluded from the unlimited calling plans.

- Zoom Phone Australia / New Zealand Unlimited Calling Plan includes a local phone number from Australia or New Zealand, and includes unlimited domestic calling.
- Zoom Phone Australia / New Zealand Metered Calling Plan includes a local phone number from Australia or New Zealand. All outbound minutes will be metered.
- Zoom Phone US / Canada Unlimited Calling Plan includes a local phone number from the United States or Canada, and includes unlimited domestic calling.
- Zoom Phone US / Canada Metered Calling Plan includes a local phone number in the United States or Canada. All outbound minutes will be metered.
- Zoom Phone UK / Ireland Unlimited Calling Plan includes a local phone number from the United Kingdom or Ireland, and includes unlimited domestic calling.
- Zoom Phone UK / Ireland Metered Calling Plan includes a local phone number in the United Kingdom or Ireland. All outbound minutes will be metered.
- Zoom Phone Pro Global Select Calling Plan includes a local phone number and unlimited domestic calling within one selected country / territory from: United States, Canada, United Kingdom, Ireland, Australia, New Zealand, Austria, Denmark, France, Germany, Italy, Portugal, Spain, Sweden, Belgium, Netherlands, Switzerland, Argentina, Brazil, Chile, Colombia, Costa Rica, Ecuador, Mexico, Panama, Peru, Bulgaria, Croatia, Czechia, Estonia, Finland, Greece, Hungary, Lithuania, Luxembourg, Norway, Poland, Romania, Slovakia, Slovenia, South Africa, Singapore, Puerto Rico, Israel, Turkey.
- Zoom Phone Pro includes extension to extension and metered outbound calling, advanced phone features, and can also be used for Bring Your Own Carrier (BYOC).
- Zoom Phone International Calling Add-On is an option that can be combined with any of the unlimited calling plans. It expands unlimited international calling to the following countries / territory: US, Canada, UK, Ireland, Australia, New Zealand, Austria, Denmark, France, Germany, Italy, Portugal, Spain, Sweden, Belgium, Netherlands, Switzerland, Puerto Rico.
- Zoom Phone Global Number includes a local phone number in any of the following countries / territory: US, Canada, UK, Ireland, Australia, New Zealand, Austria, Denmark, France, Germany, Italy, Portugal, Spain, Sweden, Belgium, Netherlands, Switzerland, Puerto Rico, Argentina, Brazil, Chile, Columbia, Costa Rica, Ecuador, Mexico, Panama, Peru, Bulgaria, Croatia, Czech Republic, Estonia, Finland, Greece, Hungary, Lithuania, Luxembourg, Norway, Poland, Romania, Slovakia, Slovenia, South Africa, Singapore, Israel, Turkey. Charges for outbound minutes will depend on the calling plan.
- Zoom Phone Premium Number includes a local phone number in Hong Kong SAR. All outbound minutes will be metered.
- US / Canada Toll Free number includes a toll free number in the US or Canada. All inbound minutes will be metered. Charges for outbound minutes will depend on the calling plan.
- UK / Ireland Toll Free number includes a toll free number in the UK or Ireland. All inbound minutes will be metered. Charges for outbound minutes will depend on the calling plan.
- Australia Toll Free number includes a toll free number in Australia. All inbound minutes will be metered. Charges for outbound minutes will depend on the calling plan.
- New Zealand Toll Free number includes a toll free number in New Zealand. All inbound minutes will be metered. Charges for outbound minutes will depend on the calling plan.
- Zoom Phone Europe Zone A is the calling plan for the following countries: Austria, Denmark, France, Germany, Italy, Portugal, Spain and Sweden.
- Zoom Phone Europe Zone B is the calling plan for the following countries: Switzerland, Netherlands and Belgium.
- Zoom Phone Common Area includes extension to extension calling, metered outbound calling, and basic phone features. This license can be assigned only to Common Area Phones including Analog Terminal Adapters.
- Zoom Phone Pro Global Select Metered Calling Plan includes a local phone number and metered calling within one selected country / territory from: United States, Canada, United Kingdom, Ireland, Australia, New Zealand, Austria, Denmark, France, Germany, Italy, Portugal, Spain, Sweden, Belgium, Netherlands, Switzerland, Argentina, Brazil, Chile, Colombia, Costa Rica, Ecuador, Mexico, Panama, Peru, Bulgaria, Croatia, Czechia, Estonia, Finland, Greece, Hungary, Lithuania, Luxembourg, Norway, Poland, Romania, Slovakia, Slovenia, South Africa, Singapore, Puerto Rico, Israel and Turkey
- Global Toll Free number includes a toll free number from any one of the countries: Argentina, Australia, Austria, Brazil, Canada, Croatia, Cyprus, Czech Republic, Denmark, Finland, Greece, Hungary, Ireland, Israel, Latvia, Lithuania, United Kingdom, United States, Luxembourg, Mexico, Netherlands, New Zealand, Poland, Romania (inbound only), Slovenia, Slovakia, Spain, Sweden, Switzerland. All inbound minutes will be metered. Charges for outbound minutes will depend on the calling plan.
- Zoom Phone Power Pack includes premium features such as Call Queue real-time analytics & historical reports, and Attendant Console.

Customers agree to appointing Zoom as an agent to contract with carriers on their behalf in countries where required.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Zoom Global Telephone Coverage and Rates

Audio Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
Y means audio for country is Enabled upon provisioning
N means audio for country is Not Enabled upon provisioning

Toll-Free Country | Landline Rate | Mobile Rate | Enabled Status	Premium Country | Landline Rate | Mobile Rate | Enabled Status	Callout Country | Landline Rate | Mobile Rate | Enabled Status
Anguilla | 1.0482 $ | 1.0482 $ | Y	Algeria | 0.5396 $ | 0.5396 $ | Y	Algeria | 0.334 $ | 1.67 $ | Y
Antigua and Barbuda | 1.0482 $ | 1.0482 $ | Y	Angola | 0.1296 $ | 0.1296 $ | Y	American Samoa | 0.005 $ | 0.005 $ | Y
Argentina | 0.4108 $ | 0.4108 $ | Y	Cayman Islands | 0.1944 $ | 0.1944 $ | Y	Angola | 0.346 $ | 0.347 $ | Y
Australia | 0.1278 $ | 0.1278 $ | Y	China | 0.0633 $ | 0.0633 $ | Y	Anguilla | 0.456 $ | 0.456 $ | Y
Austria | 0.2003 $ | 0.8651 $ | Y	Costa Rica | 0.0541 $ | 0.0541 $ | Y	Antigua and Barbuda | 0.456 $ | 0.456 $ | Y
Bahamas | 0.7296 $ | 0.7296 $ | Y	Hong Kong SAR | 0.0475 $ | 0.0475 $ | Y	Argentina | 0.146 $ | 1.111 $ | Y
Bahrain | 0.2003 $ | 0.2003 $ | Y	India | 0.0863 $ | 0.0863 $ | Y	Armenia | 0.9756 $ | 0.9756 $ | N
Barbados | 1.0482 $ | 1.0482 $ | Y	Indonesia | 0.1079 $ | 0.1079 $ | Y	Australia | 0.087 $ | 0.354 $ | Y
Belgium | 0.0856 $ | 1.7932 $ | Y	Jamaica | 0.0541 $ | 0.0541 $ | Y	Austria | 0.077 $ | 0.143 $ | Y
Bermuda | 1.8224 $ | 1.8224 $ | Y	Kazakhstan | 0.3453 $ | 0.3453 $ | Y	Bahamas | 0.355 $ | 0.355 $ | Y
Bolivia (Plurinational State of) | 1.1391 $ | 1.1391 $ | Y	Kuwait | 0.1296 $ | 0.1296 $ | Y	Bahrain | 0.208 $ | 0.366 $ | Y
Bosnia and Herzegovina | 1.2757 $ | 1.2757 $ | Y	Macau SAR | 0.2916 $ | 0.2916 $ | Y	Bangladesh | 0.212 $ | 0.196 $ | Y
Botswana | 1.7495 $ | 1.7495 $ | Y	Morocco | 0.4101 $ | 0.4101 $ | Y	Barbados | 0.476 $ | 0.476 $ | Y
Brazil | 0.266 $ | 0.957 $ | Y	Namibia | 0.1509 $ | 0.1509 $ | Y	Belgium | 0.112 $ | 0.113 $ | Y
Brunei Darussalam | 1.6855 $ | 1.6855 $ | Y	Nigeria | 0.0648 $ | 0.0648 $ | Y	Belize | 1.2287 $ | 1.2287 $ | Y
Bulgaria | 0.7028 $ | 0.7028 $ | Y	Pakistan | 0.2916 $ | 0.2916 $ | Y	Bermuda | 0.456 $ | 0.456 $ | Y
Cambodia | 3.6111 $ | 3.6111 $ | Y	Philippines | 0.4968 $ | 0.4968 $ | Y	Bolivia (Plurinational State of) | 0.521 $ | 0.916 $ | Y
Canada | 0.0467 $ | 0.0467 $ | Y	Sri Lanka | 0.4081 $ | 0.4081 $ | Y	Bosnia and Herzegovina | 0.629 $ | 1.633 $ | Y
Cayman Islands | 0.957 $ | 0.957 $ | Y	Taiwan, China | 0.1296 $ | 0.1296 $ | Y	Botswana | 0.278 $ | 1.005 $ | Y
Chile | 1.0847 $ | 1.0847 $ | Y	Thailand | 0.1296 $ | 0.1296 $ | Y	Brazil | 0.111 $ | 0.831 $ | Y
China | 0.3337 $ | 0.3337 $ | Y	Trinidad and Tobago | 0.4533 $ | 0.4533 $ | Y	Brunei Darussalam | 0.1922 $ | 0.2156 $ | Y
Colombia | 0.6385 $ | 0.6385 $ | Y	Tunisia | 1.2953 $ | 1.2953 $ | Y	Bulgaria | 0.109 $ | 1.056 $ | Y
Costa Rica | 0.957 $ | 0.957 $ | Y	Uganda | 0.2052 $ | 0.2052 $ | Y	Cambodia | 0.354 $ | 0.354 $ | Y
Croatia | 0.1684 $ | 0.9054 $ | Y	Ukraine | 0.0432 $ | 0.0432 $ | N	Canada | 0.054 $ | 0.054 $ | Y
Cyprus | 0.0665 $ | 0.1134 $ | Y	Viet Nam | 0.259 $ | 0.259 $ | Y	Cayman Islands | 0.262 $ | 0.262 $ | Y
Czechia | 0.1096 $ | 0.1096 $ | Y	Zimbabwe | 0.4749 $ | 0.4749 $ | Y	Chile | 0.146 $ | 0.901 $ | Y
Denmark | 0.0588 $ | 1.6691 $ | Y		China | 0.084 $ | 0.084 $ | Y
Dominica | 1.0482 $ | 1.0482 $ | Y		Colombia | 0.191 $ | 0.191 $ | Y
Dominican Republic | 0.8935 $ | 0.8935 $ | Y		Costa Rica | 0.107 $ | 0.272 $ | Y
Ecuador | 1.4124 $ | 1.4124 $ | Y		Croatia | 0.12 $ | 1.43 $ | Y
Egypt | 2.186 $ | 2.186 $ | Y		Cyprus | 0.089 $ | 0.358 $ | Y
Estonia | 0.2284 $ | 1.8673 $ | Y		Czechia | 0.151 $ | 0.139 $ | Y
Fiji | 3.0515 $ | 3.0515 $ | Y		Denmark | 0.059 $ | 0.178 $ | Y
Finland | 0.256 $ | 0.5858 $ | Y		Dominica | 0.456 $ | 0.456 $ | Y
France | 0.089 $ | 0.2516 $ | Y		Dominican Republic | 0.098 $ | 0.098 $ | Y
Georgia | 0.2746 $ | 0.2746 $ | Y		Ecuador | 0.514 $ | 0.957 $ | Y
Germany | 0.0421 $ | 0.5108 $ | Y		Egypt | 0.424 $ | 0.601 $ | Y
Ghana | 0.7296 $ | 0.7296 $ | Y		El Salvador | 0.629 $ | 1.005 $ | Y
Greece | 0.061 $ | 2.2268 $ | Y		Equatorial Guinea | 2.2411 $ | 2.2411 $ | Y
Grenada | 1.0482 $ | 1.0482 $ | Y		Estonia | 0.934 $ | 0.935 $ | Y
Guam | 0.7752 $ | 0.7752 $ | Y		Fiji | 0.85 $ | 0.85 $ | Y
Guatemala | 1.5945 $ | 1.5945 $ | Y		Finland | 0.282 $ | 0.84 $ | Y
Honduras | 1.2757 $ | 1.2757 $ | Y		France | 0.043 $ | 0.196 $ | Y
Hong Kong SAR | 0.1698 $ | 0.1698 $ | Y		Georgia | 0.321 $ | 0.644 $ | Y
Hungary | 0.1096 $ | 0.3431 $ | Y		Germany | 0.084 $ | 0.206 $ | Y
Iceland | 0.3198 $ | 0.3198 $ | Y		Ghana | 1.157 $ | 1.157 $ | Y
India | 0.4108 $ | 0.4108 $ | Y		Greece | 0.084 $ | 0.144 $ | Y
Indonesia | 1.1391 $ | 1.1391 $ | Y		Grenada | 0.456 $ | 0.456 $ | Y
Ireland | 0.1242 $ | 2.9481 $ | Y		Guam | 0.005 $ | 0.005 $ | Y
Israel | 0.1273 $ | 0.1273 $ | Y		Guatemala | 0.502 $ | 0.67 $ | Y
Italy | 0.1506 $ | 0.7935 $ | Y		Honduras | 0.523 $ | 0.72 $ | Y
Jamaica | 2.7324 $ | 2.7324 $ | Y		Hong Kong SAR | 0.075 $ | 0.18 $ | Y
Japan | 0.4041 $ | 1.7309 $ | Y		Hungary | 0.081 $ | 0.242 $ | Y
Jordan | 1.4578 $ | 2.0501 $ | Y		Iceland | 0.096 $ | 0.309 $ | Y
Kazakhstan | 1.3667 $ | 1.3667 $ | Y		India | 0.132 $ | 0.104 $ | Y
Kenya | 0.8208 $ | 0.8208 $ | Y		Indonesia | 0.204 $ | 0.359 $ | Y
Korea, Republic of | 0.1447 $ | 0.1447 $ | Y		Ireland | 0.063 $ | 0.395 $ | Y
Latvia | 0.716 $ | 0.716 $ | Y		Israel | 0.339 $ | 0.301 $ | Y
Lithuania | 0.4926 $ | 0.4926 $ | Y		Italy | 0.052 $ | 0.216 $ | Y
Luxembourg | 0.1475 $ | 0.6918 $ | Y		Jamaica | 0.341 $ | 0.341 $ | Y
Macau SAR | 1.3667 $ | 1.3667 $ | Y		Japan | 0.162 $ | 0.42 $ | Y
Malaysia | 0.5929 $ | 0.5929 $ | Y		Jordan | 0.489 $ | 0.796 $ | Y
Malta | 0.4475 $ | 0.4475 $ | Y		Kazakhstan | 0.087 $ | 0.439 $ | Y
Mauritius | 1.3667 $ | 1.3667 $ | Y		Kenya | 0.626 $ | 0.646 $ | Y
Mexico | 0.1337 $ | 0.1337 $ | Y		Korea, Republic of | 0.096 $ | 0.132 $ | Y
Monaco | 0.1478 $ | 0.1478 $ | Y		Kuwait | 0.457 $ | 0.457 $ | Y
Montserrat | 1.0482 $ | 1.0482 $ | Y		Latvia | 0.414 $ | 1.456 $ | Y
Morocco | 2.7324 $ | 2.7324 $ | Y		

Nepal | 1.1846 $ | 1.1846 $ | Y
Netherlands | 0.3431 $ | 1.1391 $ | Y
New Zealand | 0.1333 $ | 0.5991 $ | Y
Nicaragua | 1.9586 $ | 2.8697 $ | Y
Nigeria | 2.0953 $ | 2.0953 $ | Y
North Macedonia | 1.0027 $ | 2.0501 $ | Y
Northern Mariana Islands | 0.2284 $ | 0.2284 $ | Y
Norway | 0.1177 $ | 0.1177 $ | Y
Oman | 1.9586 $ | 1.9586 $ | Y
Panama | 0.1118 $ | 0.1118 $ | Y
Paraguay | 1.1846 $ | 1.1846 $ | Y
Peru | 1.2757 $ | 1.2757 $ | Y
Philippines | 0.8431 $ | 1.1391 $ | Y
Poland | 0.5019 $ | 0.5019 $ | Y
Portugal | 0.1526 $ | 0.7245 $ | Y
Puerto Rico | 0.1891 $ | 0.1891 $ | Y
Qatar | 1.0847 $ | 1.0847 $ | Y
Romania | 0.2383 $ | 0.5247 $ | Y
Russian Federation | 0.5475 $ | 0.5475 $ | Y
Saint Kitts and Nevis | 1.0482 $ | 1.0482 $ | Y
Saudi Arabia | 0.957 $ | 0.957 $ | Y
Serbia | 2.0953 $ | 2.0953 $ | Y
Singapore | 0.1563 $ | 0.1563 $ | Y
Slovakia | 0.4886 $ | 1.5218 $ | Y
Slovenia | 0.2595 $ | 0.6648 $ | Y
South Africa | 0.3198 $ | 0.3198 $ | Y
Spain | 0.0915 $ | 1.2576 $ | Y
Sri Lanka | 1.2757 $ | 1.2757 $ | Y
Sweden | 0.0607 $ | 0.3736 $ | Y
Switzerland | 0.4269 $ | 2.1273 $ | Y
Taiwan, China | 0.2746 $ | 0.5929 $ | Y
Tanzania, United Republic of | 1.3214 $ | 1.3214 $ | Y
Thailand | 1.3214 $ | 1.3214 $ | Y
Trinidad and Tobago | 0.5475 $ | 0.5475 $ | Y
Turkey | 0.1242 $ | 0.1242 $ | Y
Turks and Caicos Islands | 1.0482 $ | 1.0482 $ | Y
Uganda | 0.7752 $ | 0.7752 $ | Y
Ukraine | 1.0482 $ | 1.0482 $ | Y
United Arab Emirates | 0.9119 $ | 0.9119 $ | Y
United Kingdom | 0.0856 $ | 0.1698 $ | Y
United States of America | 0.074 $ | 0.074 $ | Y
Uruguay | 1.2303 $ | 1.2303 $ | Y
Uzbekistan | 5.5142 $ | 5.5142 $ | Y
Venezuela (Bolivarian Republic of) | 1.1801 $ | 1.1801 $ | Y
Viet Nam | 1.0829 $ | 1.0829 $ | Y
Virgin Islands (British) | 1.0482 $ | 1.0482 $ | Y

Lithuania | 0.639 $ | 1.671 $ | Y
Luxembourg | 0.109 $ | 0.773 $ | Y
Macau SAR | 0.388 $ | 0.388 $ | Y
Malaysia | 0.069 $ | 0.116 $ | Y
Maldives | 4.758 $ | 4.758 $ | Y
Malta | 0.10 $ | 0.24 $ | Y
Mauritius | 0.407 $ | 0.411 $ | Y
Mexico | 0.069 $ | 0.23 $ | Y
Monaco | 0.294 $ | 1.592 $ | Y
Montserrat | 1.091 $ | 1.091 $ | Y
Morocco | 0.084 $ | 1.676 $ | Y
Nepal | 0.49 $ | 0.49 $ | Y
Netherlands | 0.062 $ | 0.278 $ | Y
New Zealand | 0.068 $ | 0.247 $ | Y
Nigeria | 0.315 $ | 0.315 $ | Y
North Macedonia | 0.67 $ | 1.676 $ | Y
Norway | 0.064 $ | 0.199 $ | Y
Oman | 0.544 $ | 1.267 $ | Y
Pakistan | 0.557 $ | 0.424 $ | Y
Panama | 0.18 $ | 0.66 $ | Y
Paraguay | 0.18 $ | 0.601 $ | Y
Peru | 0.107 $ | 0.415 $ | Y
Philippines | 0.51 $ | 0.774 $ | Y
Poland | 0.077 $ | 0.294 $ | Y
Portugal | 0.068 $ | 0.143 $ | Y
Puerto Rico | 0.043 $ | 0.043 $ | Y
Qatar | 0.738 $ | 0.919 $ | Y
Romania | 0.112 $ | 0.312 $ | Y
Russian Federation | 0.146 $ | 0.752 $ | Y
Rwanda | 1.466 $ | 1.432 $ | Y
Saint Kitts and Nevis | 0.683 $ | 0.683 $ | Y
Saint Lucia | 0.456 $ | 0.456 $ | Y
Saint Vincent and the Grenadines | 0.456 $ | 0.456 $ | Y
Saudi Arabia | 0.592 $ | 0.727 $ | Y
Singapore | 0.063 $ | 0.063 $ | Y
Sint Maarten (Dutch part) | 0.456 $ | 0.456 $ | Y
Slovakia | 0.093 $ | 0.676 $ | Y
Slovenia | 0.121 $ | 0.339 $ | Y
South Africa | 0.101 $ | 0.258 $ | Y
Spain | 0.071 $ | 0.235 $ | Y
Sri Lanka | 0.607 $ | 0.607 $ | Y
Sweden | 0.071 $ | 0.129 $ | Y
Switzerland | 0.348 $ | 0.49 $ | Y
Taiwan, China | 0.101 $ | 0.523 $ | Y
Tanzania, United Republic of | 1.382 $ | 1.341 $ | Y
Thailand | 0.158 $ | 0.158 $ | Y
Trinidad and Tobago | 0.319 $ | 0.319 $ | Y
Turkey | 0.224 $ | 0.769 $ | Y
Turks and Caicos Islands | 0.401 $ | 0.401 $ | Y
Uganda | 1.531 $ | 1.531 $ | Y
Ukraine | 0.546 $ | 1.179 $ | Y
United Arab Emirates | 1.087 $ | 1.087 $ | Y
United Kingdom | 0.059 $ | 0.132 $ | Y
United States of America | 0.043 $ | 0.043 $ | Y
Uruguay | 0.417 $ | 1.875 $ | Y
Uzbekistan | 0.339 $ | 0.782 $ | Y
Venezuela (Bolivarian Republic of) | 0.052 $ | 0.167 $ | Y
Viet Nam | 0.395 $ | 0.395 $ | Y
Virgin Islands (British) | 0.319 $ | 0.319 $ | Y
Virgin Islands (U.S.) | 0.081 $ | 0.081 $ | Y

Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
Y means Zoom Phone for country is Enabled upon provisioning
N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free Country | Landline Rate | Mobile Rate | Enabled Status	Callout Country | Landline Rate | Mobile Rate | Enabled Status

ARGENTINA | 0.4097 $ | 0.4097 $ | Y
AUSTRALIA | 0.0446 $ | 0.0482 $ | Y
AUSTRIA | 0.1989 $ | 0.8635 $ | Y
BRAZIL | 0.2663 $ | 0.9559 $ | Y
CANADA | 0.0376 $ | 0.0376 $ | Y
CROATIA | 0.1671 $ | 0.9036 $ | Y
CYPRUS | 0.0651 $ | 0.112 $ | Y
CZECHIA | 0.1083 $ | 0.1083 $ | Y
DENMARK | 0.0574 $ | 1.6679 $ | Y
FINLAND | 0.2549 $ | 0.5845 $ | Y
GREECE | 0.0596 $ | 2.225 $ | Y
HUNGARY | 0.1083 $ | 0.3419 $ | Y
IRELAND | 0.1307 $ | 0.8823 $ | Y
ISRAEL | 0.1261 $ | 0.1261 $ | Y
LATVIA | 0.7147 $ | 0.7147 $ | Y
LITHUANIA | 0.4916 $ | 0.4916 $ | Y
LUXEMBOURG | 0.1461 $ | 0.6905 $ | Y
MEXICO | 0.1325 $ | 0.1325 $ | Y
NETHERLANDS | 0.3419 $ | 1.138 $ | Y
NEW ZEALAND | 0.0629 $ | 0.4557 $ | Y
POLAND | 0.5007 $ | 0.5007 $ | Y
ROMANIA | 0.2367 $ | 0.5235 $ | Y
SLOVAKIA | 0.4871 $ | 1.5204 $ | Y
SLOVENIA | 0.2581 $ | 0.6637 $ | Y
SPAIN | 0.0901 $ | 1.2564 $ | Y
SWEDEN | 0.0592 $ | 0.3719 $ | Y
SWITZERLAND | 0.4252 $ | 2.1258 $ | Y
UNITED KINGDOM | 0.0376 $ | 0.0376 $ | Y
UNITED STATES OF AMERICA | 0.0376 $ | 0.0376 $ | Y

AFGHANISTAN | 0.3124 $ | 0.3766 $ | Y
ALBANIA | 0.2534 $ | 0.7026 $ | Y
ALGERIA | 0.3773 $ | 2.1167 $ | Y
AMERICAN SAMOA | 0.3267 $ | 0.3267 $ | Y
ANDORRA | 0.1589 $ | 0.348 $ | Y
ANGOLA | 0.6882 $ | 0.5871 $ | Y
ANGUILLA | 1.0442 $ | 1.0442 $ | Y
ANTIGUA AND BARBUDA | 1.0218 $ | 1.0486 $ | Y
ARGENTINA | 0.1156 $ | 0.5623 $ | Y
ARMENIA | 0.3098 $ | 0.3455 $ | Y
ARUBA | 0.1557 $ | 0.3294 $ | Y
ASCENSION ISLAND | 1.8943 $ | 1.065 $ | Y
AUSTRALIA | 0.0443 $ | 0.182 $ | Y
AUSTRIA | 0.0501 $ | 0.23 $ | Y
AZERBAIJAN | 0.434 $ | 0.5256 $ | Y
BAHAMAS | 0.6278 $ | 0.6278 $ | Y
BAHRAIN | 0.4356 $ | 0.5154 $ | Y
BANGLADESH | 0.1703 $ | 0.1697 $ | Y
BARBADOS | 0.972 $ | 1.0238 $ | Y
BELARUS | 0.6629 $ | 0.6641 $ | Y
BELGIUM | 0.308 $ | 0.5272 $ | Y
BELIZE | 1.533 $ | 1.533 $ | Y
BENIN | 0.602 $ | 0.5223 $ | Y
BERMUDA | 0.3216 $ | 0.3216 $ | Y
BHUTAN | 0.1257 $ | 0.1025 $ | Y
BOLIVIA (PLURINATIONAL STATE OF) | 0.5155 $ | 0.8003 $ | Y
BOSNIA AND HERZEGOVINA | 0.6177 $ | 1.313 $ | Y
BOTSWANA | 0.436 $ | 0.9398 $ | Y
BRAZIL | 0.0524 $ | 0.2582 $ | Y
BRUNEI DARUSSALAM | 0.1424 $ | 0.0558 $ | Y
BULGARIA | 0.1186 $ | 0.8406 $ | Y
BURKINA FASO | 0.5944 $ | 0.6532 $ | Y
BURUNDI | 0.788 $ | 0.8907 $ | Y
CABO VERDE | 0.5317 $ | 0.3612 $ | Y
CAMBODIA | 0.3497 $ | 0.3497 $ | Y
CAMEROON | 0.4107 $ | 0.5179 $ | Y
CANADA | 0.0355 $ | 0.0355 $ | Y
CAYMAN ISLANDS | 0.7259 $ | 0.4934 $ | Y
CENTRAL AFRICAN REPUBLIC | 1.0972 $ | 0.8121 $ | Y
CHAD | 0.83 $ | 0.8565 $ | Y
CHILE | 0.1132 $ | 0.5309 $ | Y
CHINA | 0.0395 $ | 0.0395 $ | Y
COLOMBIA | 0.117 $ | 0.1003 $ | Y
COMOROS | 0.6617 $ | 0.7148 $ | Y
CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 $ | 0.7109 $ | Y
COOK ISLANDS | 1.5994 $ | 1.3205 $ | Y
COSTA RICA | 0.1231 $ | 0.3139 $ | Y
COTE D'IVOIRE | 0.67 $ | 0.7129 $ | Y
CROATIA | 0.458 $ | 1.251 $ | Y
CYPRUS | 0.0953 $ | 0.2861 $ | Y
CZECHIA | 0.113 $ | 0.2348 $ | Y
DENMARK | 0.0327 $ | 0.1404 $ | Y
DIEGO GARCIA | 0.435 $ | 0.435 $ | Y
DJIBOUTI | 0.7215 $ | 0.5718 $ | Y
DOMINICA | 1.0227 $ | 0.7727 $ | Y
DOMINICAN REPUBLIC | 0.1716 $ | 0.3824 $ | Y
ECUADOR | 0.5392 $ | 0.7572 $ | Y
EGYPT | 0.4326 $ | 0.6226 $ | Y
EL SALVADOR | 0.8294 $ | 0.6228 $ | Y
EQUATORIAL GUINEA | 2.7398 $ | 2.7398 $ | Y
ERITREA | 0.7029 $ | 0.4078 $ | Y
ESTONIA | 2.1381 $ | 2.0891 $ | Y
ESWATINI | 0.2293 $ | 0.2666 $ | Y
ETHIOPIA | 0.4027 $ | 0.3803 $ | Y
FALKLAND ISLANDS (MALVINAS) | 1.9702 $ | 1.9702 $ | Y
FAROE ISLANDS | 0.1524 $ | 0.0288 $ | Y
FIJI | 1.5038 $ | 0.7631 $ | Y
FINLAND | 0.8584 $ | 0.864 $ | Y
FRANCE | 0.0329 $ | 0.126 $ | Y
FRENCH GUIANA | 0.2043 $ | 0.1204 $ | Y
FRENCH POLYNESIA | 0.411 $ | 0.5337 $ | Y
FRENCH SOUTHERN TERRITORIES | 0.023 $ | 0.1601 $ | Y
GABON | 0.6246 $ | 0.6921 $ | Y
GAMBIA | 0.6642 $ | 0.801 $ | Y
GEORGIA | 0.8426 $ | 1.1833 $ | Y
GERMANY | 0.0353 $ | 0.1434 $ | Y
GHANA | 1.1366 $ | 1.1366 $ | Y
GIBRALTAR | 0.2334 $ | 0.9396 $ | Y
GREECE | 0.0911 $ | 0.3357 $ | Y
GREENLAND | 1.125 $ | 0.3228 $ | Y
GRENADA | 1.0196 $ | 1.2758 $ | Y

GUADELOUPE | 0.0265 $ | 0.1017 $ | Y
GUAM | 0.0409 $ | 0.0409 $ | Y
GUATEMALA | 0.625 $ | 0.7812 $ | Y
GUERNSEY | 0.0233 $ | 0.0682 $ | Y
GUINEA | 1.1618 $ | 0.9137 $ | Y
GUINEA-BISSAU | 0.8951 $ | 0.9941 $ | Y
GUYANA | 0.333 $ | 0.3282 $ | Y
HAITI | 0.3532 $ | 0.4437 $ | Y
HONDURAS | 0.1846 $ | 0.2305 $ | Y
HONG KONG SAR | 0.0863 $ | 0.1333 $ | Y
HUNGARY | 0.1209 $ | 0.2156 $ | Y
ICELAND | 0.2305 $ | 0.1054 $ | Y
INDIA | 0.0915 $ | 0.0837 $ | Y
INDONESIA | 0.1486 $ | 0.2407 $ | Y
IRAQ | 0.2409 $ | 0.2955 $ | Y
IRELAND | 0.0256 $ | 0.1784 $ | Y
ISLE OF MAN | 0.0233 $ | 0.0682 $ | Y
ISRAEL | 0.0639 $ | 0.1161 $ | Y
ITALY | 0.0338 $ | 0.2172 $ | Y
JAMAICA | 1.0442 $ | 1.0442 $ | Y
JAPAN | 0.0601 $ | 0.137 $ | Y
JERSEY | 0.0233 $ | 0.0682 $ | Y
JORDAN | 0.6552 $ | 0.8567 $ | Y
KAZAKHSTAN | 0.3587 $ | 0.6853 $ | Y
KENYA | 0.9342 $ | 0.7235 $ | Y
KIRIBATI | 1.9284 $ | 2.1749 $ | Y
KOREA, REPUBLIC OF | 0.1029 $ | 0.1029 $ | Y
KUWAIT | 0.3625 $ | 0.3625 $ | Y
KYRGYZSTAN | 0.2141 $ | 0.3367 $ | Y
LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 $ | 0.1503 $ | Y
LATVIA | 2.1202 $ | 2.4842 $ | Y
LEBANON | 0.1964 $ | 0.2401 $ | Y
LESOTHO | 0.7845 $ | 1.153 $ | Y
LIBERIA | 0.7744 $ | 0.7668 $ | Y
LIBYA | 0.6169 $ | 0.4497 $ | Y
LIECHTENSTEIN | 0.4236 $ | 0.213 $ | Y
LITHUANIA | 1.8394 $ | 1.479 $ | Y
LUXEMBOURG | 0.3562 $ | 0.3832 $ | Y
MACAU SAR | 0.4726 $ | 0.4726 $ | Y
MADAGASCAR | 1.0043 $ | 1.0901 $ | Y
MALAWI | 0.7964 $ | 0.677 $ | Y
MALAYSIA | 0.1001 $ | 0.0918 $ | Y
MALDIVES | 5.702 $ | 5.702 $ | Y
MALI | 0.5561 $ | 0.6258 $ | Y
MALTA | 0.3331 $ | 0.6612 $ | Y
MARSHALL ISLANDS | 0.4046 $ | 0.4046 $ | Y
MARTINIQUE | 0.0465 $ | 0.1033 $ | Y
MAURITANIA | 0.8688 $ | 1.0065 $ | Y
MAURITIUS | 0.717 $ | 0.6363 $ | Y
MAYOTTE | 0.2471 $ | 0.4199 $ | Y
MEXICO | 0.0501 $ | 0.1711 $ | Y
MICRONESIA (FEDERATED STATES OF) | 0.8686 $ | 0.8308 $ | Y
MOLDOVA, REPUBLIC OF | 0.4672 $ | 0.4992 $ | Y
MONACO | 0.8023 $ | 2.1247 $ | Y
MONGOLIA | 0.0699 $ | 0.05 $ | Y
MONTENEGRO | 0.3536 $ | 0.8558 $ | Y
MONTSERRAT | 1.2006 $ | 1.2006 $ | Y
MOROCCO | 0.5183 $ | 2.132 $ | Y
MOZAMBIQUE | 0.2722 $ | 0.4588 $ | Y
MYANMAR | 0.2574 $ | 0.355 $ | Y
NAMIBIA | 0.2139 $ | 0.1839 $ | Y
NAURU | 1.8562 $ | 2.026 $ | Y
NEPAL | 0.5329 $ | 0.5329 $ | Y
NETHERLANDS | 0.0913 $ | 0.4453 $ | Y
NETHERLANDS ANTILLES | 0.1956 $ | 0.15 $ | Y
NEW CALEDONIA | 0.975 $ | 0.4491 $ | Y
NEW ZEALAND | 0.0567 $ | 0.2556 $ | Y
NICARAGUA | 0.1902 $ | 0.3507 $ | Y
NIGER | 0.7102 $ | 0.5895 $ | Y
NIGERIA | 0.6428 $ | 0.6428 $ | Y
NIUE | 1.7966 $ | 1.3181 $ | Y
NORFOLK ISLAND | 2.1209 $ | 1.065 $ | Y
NORTH MACEDONIA | 0.6601 $ | 1.5052 $ | Y
NORTHERN MARIANA ISLANDS | 0.0343 $ | 0.0343 $ | Y
NORWAY | 0.0338 $ | 0.1522 $ | Y
OMAN | 0.5335 $ | 1.1352 $ | Y
PAKISTAN | 0.5737 $ | 0.5737 $ | Y
PALAU | 0.4532 $ | 0.4417 $ | Y
PALESTINE, STATE OF | 0.2667 $ | 0.3118 $ | Y
PANAMA | 0.0485 $ | 0.994 $ | Y

	PAPUA NEW GUINEA | 0.9428 $ | 1.3329 $ | Y PARAGUAY | 0.1531 $ | 0.2971 $ | Y PERU | 0.0487 $ | 0.1476 $ | Y PHILIPPINES | 0.5808 $ | 0.7074 $ | Y POLAND | 0.137 $ | 0.3728 $ | Y PORTUGAL | 0.026 $ | 0.1545 $ | Y PUERTO RICO | 0.0242 $ | 0.0242 $ | Y QATAR | 0.8432 $ | 0.8784 $ | Y ROMANIA | 0.0812 $ | 0.2815 $ | Y RUSSIAN FEDERATION | 0.1054 $ | 0.8892 $ | Y RWANDA | 1.103 $ | 1.2498 $ | Y SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 $ | 2.3385 $ | Y SAINT KITTS AND NEVIS | 0.9292 $ | 0.9292 $ | Y SAINT LUCIA | 0.9581 $ | 0.5276 $ | Y SAINT PIERRE AND MIQUELON | 0.5816 $ | 0.5816 $ | Y SAINT VINCENT AND THE GRENADINES | 0.9717 $ | 0.5279 $ | Y SAMOA | 0.3329 $ | 0.9589 $ | Y SAN MARINO | 0.8929 $ | 0.3148 $ | Y SAO TOME AND PRINCIPE | 1.5976 $ | 1.574 $ | Y SAUDI ARABIA | 0.3749 $ | 0.5608 $ | Y SENEGAL | 0.7273 $ | 0.8951 $ | Y SERBIA | 0.2929 $ | 0.4437 $ | Y SEYCHELLES | 1.1088 $ | 1.0784 $ | Y SIERRA LEONE | 0.8439 $ | 0.7772 $ | Y SINGAPORE | 0.0329 $ | 0.0335 $ | Y SINT MAARTEN (DUTCH PART) | 0.4137 $ | 0.4678 $ | Y SLOVAKIA | 0.0701 $ | 0.4768 $ | Y SLOVENIA | 0.1855 $ | 1.1228 $ | Y SOLOMON ISLANDS | 0.975 $ | 1.9255 $ | Y SOMALIA | 0.7888 $ | 0.7763 $ | Y SOUTH AFRICA | 0.3844 $ | 0.6876 $ | Y SOUTH SUDAN | 0.6542 $ | 0.7173 $ | Y SPAIN | 0.0381 $ | 0.1832 $ | Y SRI LANKA | 0.6953 $ | 0.6953 $ | Y SURINAME | 0.1996 $ | 0.4533 $ | Y SWEDEN | 0.0234 $ | 0.0956 $ | Y SWITZERLAND | 0.3694 $ | 0.7011 $ | Y TAIWAN, CHINA | 0.0741 $ | 0.4129 $ | Y TAJIKISTAN | 0.2603 $ | 0.2817 $ | Y TANZANIA, UNITED REPUBLIC OF | 1.6103 $ | 1.6103 $ | Y THAILAND | 0.1271 $ | 0.1271 $ | Y TIMOR-LESTE | 0.975 $ | 0.9269 $ | Y TOGO | 0.5079 $ | 0.4711 $ | Y TOKELAU | 0.975 $ | 2.4545 $ | Y TONGA | 1.4663 $ | 1.513 $ | Y TRINIDAD AND TOBAGO | 0.5075 $ | 0.6433 $ | Y TUNISIA | 1.2254 $ | 1.2586 $ | Y TURKEY | 0.2271 $ | 0.5803 $ | Y TURKMENISTAN | 0.435 $ | 0.435 $ | Y TURKS AND CAICOS ISLANDS | 1.411 $ | 1.6546 $ | Y UGANDA | 1.6086 $ | 1.6086 $ | Y UKRAINE | 0.5868 $ | 1.0755 $ | Y UNITED ARAB EMIRATES | 0.6535 $ | 0.6535 $ | Y UNITED KINGDOM | 0.0233 $ | 0.0682 $ | Y UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 $ | 0.0343 $ | Y UNITED STATES OF AMERICA | 0.0318 $ | 0.0318 $ | Y URUGUAY | 0.2285 $ | 0.8432 $ | Y UZBEKISTAN | 0.3047 $ | 0.3047 $ | Y VANUATU | 1.326 $ | 1.4891 $ | Y VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 $ | 0.2809 $ | Y VIET NAM | 0.3142 $ | 0.3142 $ | Y VIRGIN ISLANDS (BRITISH) | 0.4557 $ | 0.4557 $ | Y VIRGIN ISLANDS (U.S.) | 0.9646 $ | 1.5308 $ | Y WALLIS AND FUTUNA | 0.975 $ | 0.975 $ | Y YEMEN | 0.2885 $ | 0.2296 $ | Y ZAMBIA | 0.747 $ | 0.7075 $ | Y ZIMBABWE | 0.3413 $ | 0.6389 $ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:

Date:
Zoom Service Effective Date: 07/01/2021
PO # (If Applicable):
VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

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:	06-14-21
SUBJECT:	Reappointment of Tax Collector

The appointed term for the Tax Collector, Tonya Parnell, has expired. In accordance with G.S. 105-349(a), the term of the Tax Collector shall be determined by the Board of Commissioners. Ms. Parnell has requested a reappointment of four (4) years.

Please reappoint Ms. Tonya Parnell as Tax Collector for the term of 06/21/21 through 06/20/25.

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:	June 14, 2021
SUBJECT:	Woolpert, Inc., dba Data Cloud Solutions Contract Approval

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After review of the procurement policy, this contract for Tax Assessment software and services is subject section 1.3.1 for a contract transaction valued at over $90,000 required Board of Commissioners approval. This software is is referred to as Mobile Assessor and has been reviewed and evaluated by our Tax Assessor for compatibility with the Tyler iASWorld CAMA package and meets IT requirements for deployment.

Recommended the Board of Commissioners approve the 4 year service contract for Assessment software for our Tax Assessor at $65,765 in FY21-22, and $18,290 subsequently for support and maintenance through FY24-25 for a total cost of: $120,635.

ATTACHMENTS:

Description	Upload Date	Type
Data Cloud Solutions	6/14/2021	Exhibit

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE ROWAN COUNTY, NC'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc., d/b/a Data Cloud Solutions ("Service Provider") an Ohio corporation having a principal place of business at 4454 Idea Center Blvd., Dayton, Ohio 45430 and Rowan County Assessor's Office, 402 N Main Street Suite 201 Salisbury, NC 28144 ("Customer"). Collectively, Service Provider and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS Service Provider is engaged in the business of developing and selling **CAMA Cloud[SM] software**; including MobileAssessor[SM], and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS Service Provider possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1) Term. This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall **commence on July 1, 2021 or the Effective Date of this Agreement (page 8)** and **end on June 30, 2025** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Service Provider in accordance with the following schedule:

a) Project Start & Implementation: beginning the later of February 15, 2022 or 21 days after Service Provider receives remote access to Customer's CAMA system (a.k.a. "iasWorld") and ending within 60 days thereafter.

b) Delivery of Production Software and training: beginning the later of May 17, 2022 or 120 days after Supplier receives remote access to Customer's CAMA system; unless a later date is preapproved by Customer

i) Provided that Customer has provided Service Provider with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories on or before February 25, 2022**.

ii) *Each day after July 1, 2021 that this Agreement isn't fully executed, or each day after February 25, 2022* that the above referenced remote access isn't provided to *Service Provider; then, Service Provider may shift all delivery dates* by one or more days, at Service Provider's sole discretion.

c) Maintenance and support: July 1, 2021 – 11:59pm June 30, 2025, then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.

2) Scope of Services. Service Provider shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **80,500 real property accounts**; and training of Software on Customer hardware, including:

a) **Six (6)** field appraiser **iPad Pro Generation 3** (11") **LTE** (or newer with an A12, 64-bit architecture; or better) machines remotely loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA Cloud℠ licensed devices (**6 mobile + 4 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation
- Land and building values equalization review
- Reappraisal valuations final field review

- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

b) Configuration assistance of **six (6),** Customer supplied, **iPad Pro Generation 3** (11") **LTE** (or newer with an A12, 64-bit architecture; or better) mobile devices with protective cases and anti-glare screen protectors.

c) Hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Training shall be in conducted in the following allotment(s):

i) no more than one session containing 2.5 consecutive business days; and

- additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by Service Provider to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

d) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Service Provider for the duration of licensed use by Customer.

i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Service Provider (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including "B", to the contrary.

ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional $100 one-time fee plus $25/field/year in additional annual maintenance and support. Each extra editable field would require an additional $500 one-time fee plus $150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional $1,500 one-time fee plus $500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above and beyond the included quantities listed above are requested by Customer, then Service Provider may shift all delivery dates by one or more days, at Service Provider's sole discretion.

e) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.

- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Service Provider staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by Service Provider to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

3) License and Professional Fees for Software and/or Hardware Services. All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **$40,365 plus $2,800 per mobile license granted in this Agreement** (reference Section 2a).

a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.

i) 50% of Software license and Professional fees ($28.582.50) plus 100% of Hardware services ($0) shall be invoiced upon the due execution of this Agreement. *First installment of one-time fees not to exceed **$28,582.50**.*

ii) 50% of Software license and Professional fees ($28.582.50) shall be invoiced upon the CAMA Cloud Synchronization Service being installed on Customer's server. *Final installment of one-time fees not to exceed **$28,582.50**.*

b) Customer may add additional licenses after the execution of this Agreement under the following conditions:

(1) Customer requests a Purchase Order from Service Provider,

(2) Customer signs the purchase authorization on the Purchase Order provided by Service Provider,

(3) 100% of additional license fees are paid within 30 days of activation,

(a) additional mobile licenses can be purchased set at then current rates, each, and

(b) additional desktop administrative console licenses are $1,000 each.

c) Customer may add additional CAMA Cloud^{SM} modules and upgrades after the execution of this Agreement under the following conditions:

(1) Customer requests a Purchase Order from Service Provider,

(2) Customer signs the purchase authorization on the Purchase Order provided by Service Provider,

(3) 100% of additional upgrades fees are paid within 30 days of activation,

(a) additional modules will be set at then current rates,

(b) additional upgrades will be set at then current rates.

d) If Customer determines that Service Provider is not in compliance with the terms of this Agreement, Customer may suspend payments until Service Provider is in compliance with the terms and conditions of this Agreement.

i) Full payment by Customer to Service Provider shall be immediately due if the parties agree that Service Provider was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Service Provider's ability to successfully complete agreed upon services.

4) Annual SaaS, Maintenance and Support Fees for Software. Yearly annual maintenance and support for which Customer shall be responsible to pay Service Provider an annual sum not to exceed **$14,090 plus $700 per mobile license**. Customer will be entitled to product Updates during

the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.

a) Full (non pro rata) annual maintenance begins July 1st of each year and the first full annual total is due no later than July 31, 2022.

   i) 100% of pro-rated Annual Maintenance and Support fees ($18,290 less pro-rata and miscellaneous discounts $9,690 = $8,600) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving any training as referenced in Section 2 above. ***Discounted SaaS maintenance and support fees through June 30, 2022 not to exceed $8,600 (estimated due date between April 1, 2022 – June 1, 2022)***.

b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).

c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.

5) Service Provider will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, Service Provider cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.

a) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.

b) Example: The 7/1/2021 – 6/30/2022 pro-rated and discounted maintenance amount of $8,600 will be due between April, 2022 – June, 2022. Then the first full year annual maintenance and support of $18,290 shall be due by 7/31/2022; then the second full year annual maintenance and support of ~$18,290 shall be due by 7/31/2023; then the third full year annual maintenance and support of ~$18,290 shall be due by 7/31/2024 for which maintenance and support shall expire at the end of 6/30/2025 if Customer provided a sixty (60) day notice to cancel, else renew annually until such notice is provided.

   (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.9% from one year to the next.

6) Reimbursement of Expenses. Service Provider shall be responsible for all direct expenses of Service Provider with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Service Provider to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

7) Mutual Mediation Clause. Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the

scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.

8) **Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.

9) **Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "B", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Service Provider written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Service Provider to seek whatever protections it deems advisable against such disclosure.

10) **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

11) **Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.

12) **Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Service Provider or Customer:

Service Provider: Daniel T. Anderson *	Customer: Wendell R. Main II "Chip **
E-mail: daniel.anderson@woolpert.com *	Wendell.Main@rowancountync.gov **
**or then current DCS Practice Leader,*	***or then current Assessor*
Copy to: jon.downey@woolpert.com	

13) **General Provisions.** [ref: Exhibit "A"]

14) **Entire Agreement.** The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Service Provider and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements

pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: __**[**_____**]**_____

ACCEPTED BY:	ACCEPTED BY:
Woolpert, Inc.	Rowan County North Carolina
	Aaron Church
Authorized Signature	Name
Vice President & DCS Practice Leader	County Manager
Title	Title

The undersigned Board secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE ROWAN COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

Authorized Signature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed $65,765 payable prior to June 30, 2022 which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be $18,290 - $20,500 payable in July of each subsequent year for ongoing annual maintenance and support. ***See Section 3-5 for proposed schedule of payments' due dates.***

_____ _____

Date Authorized Signature

Account No.(if applicable) _____

EXHIBIT "A"

Customer Specific General Provisions

1. Without limiting Service Provider's indemnification of Customer, Service Provider shall obtain and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.
    a. **General Liability Insurance,** including premises, operations, products and completed operations, contractual liability with limits not less than $1,000,000 per occurrence, $2,000,000 General Aggregate and $2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury and property damage. Coverage shall include Employers Liability (stop gap).
    b. **Automobile Liability Insurance,** covering bodily injury and property damage for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $500,000 combined single limit for each accident.
    c. **Professional Liability (errors & omissions) insurance,** that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate.
    d. **Workers' Compensation,** complying with applicable statutory requirements.
    e. **Customer as Additionally Insured,** Service Provider shall add Customer to its commercial general liability policy as an additional insured, and shall provide Customer with certificates of insurance upon request.
    f. Rowan County will be notified immediately if the insurance coverage defined above is altered or cancelled during the time the vendor is performing services for the County

EXHIBIT "B"
End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Woolpert, Inc. (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Woolpert, Inc. d/b/a Data Cloud Solutions ("Service Provider" or "Woolpert") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from Service Provider (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by Service Provider. Service Provider shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Service Provider may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Service Provider hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Service Provider, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly

in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Service Provider. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by Service Provider and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by Service Provider. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Service Provider is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that Service Provider can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third party software product to access the database except with the prior written consent of Service Provider.

SERVICES.

4.1 Professional Services. Service Provider shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Service Provider personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Service Provider shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 6 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Service Provider the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by Service Provider, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA Cloud[SM] applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Service Provider to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Service Provider to Licensee (the "Proprietary Information") are confidential and that Service Provider has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Service Provider understands and agrees that Licensee is subject to its state's Open Records Act. Service Provider further understands that information which Service Provider considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Service Provider's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Service Provider. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Service Provider shall own all right, title, and interest in and to all Deliverables that are written or created by Service Provider personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Service Provider. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Service Provider confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Service Provider agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Service Provider agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Service Provider's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Service Provider and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Service Provider in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Service Provider in any litigation that Service Provider determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Service Provider further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Service Provider shall not be entitled to any damages or other legal or equitable relief whatsoever.

7 INDEMNITY.

7.1 Service Provider will indemnify and defend Licensee, at Service Provider's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Service Provider in writing of any such claim; (ii) gives Service Provider full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Service Provider in the defense of such claims, including providing adequate assistance and information. Service Provider shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Service Provider may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Service Provider's prior written consent.

7.2 This indemnity does not apply to, and Service Provider will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Service Provider unless approved in writing by Service Provider; (ii) modifications made by Service Provider at Licensee's request in compliance with

Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Service Provider's reasonable opinion is likely to arise, Service Provider may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Service Provider, Service Provider may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF Service Provider AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Service Provider warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. Service Provider MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. Service Provider DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, Service Provider HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Service Provider may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Service Provider that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Service Provider all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Service Provider acknowledges that Licensee 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 not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Service Provider of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Service Provider prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Service Provider, including all non-refundable amounts.

MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Service Provider, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war,

shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Service Provider, and (ii) Service Provider may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Service Provider and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Service Provider. Service Provider may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Service Provider and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter by furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Service Provider shall be sent to: Woolpert, Inc. 4454 Idea Center Blvd., Dayton, Ohio 454304; and a PDF copy to records@datacloudsolutions.net

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

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: June 14, 2021
SUBJECT: Change Orders for Nina Dix Dog Adoption Center

ATTACHMENTS:

Description	Upload Date	Type
Summary of Change Orders 1-5	6/15/2021	Cover Memo

07 June 2021

Mr. Aaron Church
Rowan County Manager
130 West Innes Street
Salisbury, Rowan County, North Carolina 28144

RE: Nina Dix Dog Adoption Center
1465 Julian Road, Salisbury, Rowan County
Summary of Change Orders

Mr. Aaron Church:

The following is a summary list of Change Orders submitted for Board approval. Descriptions are included.

: Change Order No. 1 – Trench Grates
The original hinged platforms that covered the cleanout grates in the kennel areas were removed due to cost. Christie Shore, Animal Health Technician with the Veterinary Division of the NC Department of Agriculture, requested that grate covers be installed for sanitary reasons.
DATE: 12 May 2021
COST: $6,934.00

: Change Order No. 2 – New Drive to the Existing Facility
The existing drive to the current facility was cut off when the new building site preparation began. At the time the proposed County road was not going to be built, so the General Contractor graded and installed 6” stone for a new drive to access the existing facility.
DATE: 12 May 2021
COST: $7,227.00

: Change Order No. 3 – Bad soil
The site testing service discovered bad soil during the site preparation; this bad soil was hauled off and replaced with 2 loads of ABC stone and compactable fill dirt.
DATE: 12 May 2021
COST: $9,720.00

: Change Order No. 4 – Power Transformer
With their site assessment and review, Duke Energy stated that they would not install multiple transformers to accommodate the existing facility and the proposed building. Duke Energy wanted the entire facility on one transformer. Duke Energy then stated where they would locate the transformer to service the complex; this new location changed the construction drawing layout and associated power conduit runs. Additional backhoe work was required to meet the transformer.
DATE: 12 May 2021
COST: $9,460.00

: Change Order No. 5 – Bad soil
Additional bad soil was hauled off from testing done at the footings.
DATE: 12 May 2021
COST: $1,119.00

Thank you in advance for your time and attention.
Respectfully submitted,



Jon E. Palmer, AIA, NCARB
JP+A Architect, PLLC
341 Richmond Road
Salisbury, North Carolina 28144

CC:
Project File
Craig Pierce, Rowan County Commissioner
Jay Dees, Rowan County Attorney
Nina Dix, Shelter Guardians Inc Chairwoman
Chris Bradshaw, CS Bradshaw Construction

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:	06-15-21
SUBJECT:	Contract Between DSS and Fresh Start Today

Attached please find a contract for approval between Rowan County Department of Social Services and Fresh Start Today, Inc. to provide therapeutic foster care services to children that are in the custody of RCDSS.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Fresh Start Today Contract	6/15/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/9/2021
SUBJECT: Fresh Start Today, Inc. Contract

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care services to children that are in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 6/9/2021

Contract # Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Fresh Start Today, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 83-4222772 and DUNS Number (required if funding from a federal funding source).. H99030

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10)*If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11)Certification of Transportation (Attachment J)
   (12)*If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13)Certain Reporting and Auditing Requirements (Attachment L)
   (14)State Certification (Attachment M)
   (15)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021, This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 150,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $150,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angela Johnson/ Owner, QP	Name & Title	Angela Johnson/ Owner, QP
Company Name	Fresh Start Today, Inc.	Company Name	Fresh Start Today, Inc.
Mailing Address	3707 Roseheim Ct.	Street Address	2212 Glenside Dr.
City State Zip	Greensboro, NC 27405	City State Zip	Greensboro, NC 27405
Telephone	336-303-5844		
Fax	336-370-6853		
Email	Freshstarttoday19@gmail.com		

10. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 5/27/21

Angela Johnson — Printed Name

Owner/Director — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 6/9/2021

Micah Ennis — Printed Name

Director — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 83-4222772**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Fresh Start Today, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: 336-303-5844 Fax Number: Email: freshstarttoday19@gmail.com

3. Name of Program (s):

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 2 residential for males/0-4 becd, and emergency placement

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516

Standard Board and Treatment Rates	Daily Rates	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	$43	$232.88
Residential Treatment Level 3, 5+ beds	$33	$189.75
Residential Treatment Level 4, 0-4 beds	$43	$315.71
Residential Treatment Level 4, 5+ beds	$40	$315.71
*Treatment Rates set by DMA and are subject to change.		

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

6/9/2024

(Date Submitted)

(Signature of Contractor)

5-27-21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [✓] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make,** a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made,** and **has no agreement to make,** any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Owner / Director **Title**
Fresh Start Today, Inc **Contractor Name**	5/27/21 **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. 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. §§1681-1683, 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; (d) the Age Discrimination Act of 1975, 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) 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; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 2212 Glenside Dr

City, State, Zip Code Greensboro, NC 27405

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Fresh Start Today, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☑ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Angela Johnson
Title: Owner / Director
Telephone No: 336-303-5844 Date: 5/27/21

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Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NORTH CAROLINA

County GUILFORD

I, CAROLINA MOREIRA ARAUJO, Notary Public for said County and State, certify that

ANGELA DORIAN JOHNSON personally appeared before me this day and acknowledged

that he/she is OWNER of FRESH START TODAY, INC [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 27 day of MAY, 2021.

Sworn to and subscribed before me this 27 day of MAY, 2021

(Official Seal)

CAROLINA MOREIRA ARAUJO
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 10 2024

Notary Public

My Commission expires OCTOBER 10TH, 20 24

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Fresh Start Today, Inc
Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Fresh Start Today, Inc
Name of Organization

Signature of Organization Official

5/27/21
Date

Fresh Start Today, Inc.

State Grant Certification – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Fresh Start Today, Inc (Greensboro, NC)
Board Chair

[Title of Second Authorizing Official]

CAROLINA MOREIRA ARAUJO
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 10 2024

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: OCTOBER 10th, 2024

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09, 9/11

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature	Owner / Director Title
Fresh Start Today, Inc Agency/Organization	5/27/21 Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Fresh Start Today, Inc

Contractor's Authorized Agent: Signature [signature] Date 5/27/21

Printed Name Angela Johnson Title owner / Director

Witness: Signature [signature] Date 5/27/2021

Printed Name CAROLINA MOREIRA ARAUJO Title BANKER / NOTARY

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. 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. §§1681-1683, 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; (d) the Age Discrimination Act of 1975, 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) 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; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Owner / Director
Title

Fresh Start Today, Inc
Agency/Organization

5-27-21
Date

(Certification signature should be same as Contract signature.)

FRESH-3 OP ID: GW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 336-232-0204 Southeastern Agency Group,Inc. 1501 Highwoods Blvd., St # 402 Greensboro, NC 27410 John Suggs	CONTACT NAME: Glenda Wills PHONE (A/C, No, Ext): 336-232-0204 FAX (A/C, No): 336-218-7487 E-MAIL ADDRESS: gwills@sagnc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Risk Placement Services-CHC
INSURED Fresh Start Today Inc.DBA Glenside Home DBA Glenside Home 3707 Roseheim Ct. Greensboro, NC 27405	INSURER B : Stonewood Insurance Company — 11828
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X prof /abuse GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			99A6CP0000385	03/27/2021	03/27/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			99A6CA0000850	03/27/2021	03/27/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC100 0090921	05/08/2021	05/08/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	prof liability retro date 3/27/20			99A6PL0000794	03/27/2021	03/27/2022	aggregate occurrenc	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured in regards to general and professional liability as required by written contract.

email: Carla.Whaley@rowancountync.gov

CERTIFICATE HOLDER

ROWANCO

Rowan County Department
of Social Services
ATTN: Carla Whaley
1813 E. Innes Street
Salisbury, NC 28146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Suggs
John Suggs

ACORD 25 (2016/03)

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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: County Manager Aaron Church
DATE: June 15, 2021
SUBJECT: RFP Fleet Management Services

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	6/15/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

TO: Rowan County Commissioners
FROM: Aaron Church, Rowan County Manager
DATE: June 14, 2021
SUBJECT: Request for Proposal for Fleet Management Services

This agenda item is requesting that the Board of Commissioners authorize the County Manager to select and execute a contract with a consultant or hire a part-time temporary employee not to exceed $20,000 to assist the County with:

1. Writing a Request for Proposal for Fleet Management Services from the private sector,
2. Hold a pre-bid conference,
3. Review the bids and assist the County in making a recommendation for awarding the bid, and
4. Contract Negotiation with the awarded Fleet Management Services Company.

At this time the goal of utilizing a private sector Fleet Management Services Company is to reduce cost and improve safety and efficiency.

The services will likely include but are not limited to:

1. Vehicle documentation services including tag and title work.
2. Cloud based Inventory system for all vehicles.
3. Cost saving recommendations.
4. Fuel card management and services.
5. Provide preventative maintenance, inspections and repairs to all county vehicles by through contract services with the private sector utilizing the County Garage. This would include supervision, parts, labor, sub-contract work and life-cycle analysis / recommendations.
6. 24 hour customer service.
7. Remarket vehicles in compliance with North Carolina General Statutes.
8. Annual performance report.

BOARD ACTION: Motion to authorize the Manager to select and execute a contract with ta consultant or hire a part-time temporary employee not to exceed $20,000 to assist the County with a Request for Proposal for Fleet Management Services.

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:	Don Bringle
DATE:	6/21/2021
SUBJECT:	Performance and Payment Bond for Septic Tank Installation at New DNP Concession Stand

---

Requesting that $1,233.00 be allowed for payment to Barrett Environmental and Septic. The fee for the bond was not added in the original quote and was required by Rowan County Government.

ATTACHMENTS:

Description	Upload Date	Type
Change Order / Backup Information	6/16/2021	Cover Memo

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Dan Nicholas Concess. Septic	Contract For: Septic System Installation	Change Order Number: 001
6800 Bringle Ferry Road	Date: January 25, 2021	Date: June 16, 2021
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
Rowan County	Bogle Firm Architecture, PLLC	Barrett Environmental Septic
130 West Innes Street	110 N Main Street, Suite 200	7620 Jones Road
Salisbury, NC 28144	Salisbury, NC 28144	Salisbury, NC 28147

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add Performance and Payment Bond per Rowan County request (email from David Sifford 10/20/2020)
Change Completion Date to June 1, 2021
(Original completion date was 12/31/2020. Rowan County signed contract on 1/25/21. Delays by GC under separate contract caused remaining additional days)

The original Contract Sum was	$	44,850.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	44,850.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,233.00
The new Contract Sum, including this Change Order, will be	$	46,083.00

The Contract Time will be increased by one hundred fifty two (152) days.

The new date of Substantial Completion will be June 1, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Bogle Firm Architecture, PLLC	Barrett Environmental & Septic	Rowan County
SIGNATURE	SIGNATURE	SIGNATURE
Donald R. Bogle, Jr. AIA, Principal	Jeffrey D. Cox, Jr.	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
June 16, 2021	06/16/2021	
DATE	DATE	DATE

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INVOICE

Barrett Environmental & Septic
704-239-6691

7620 Jones Road
Salisbury, NC 28147

Alt Phone: 704-239-6798
Fax: 704-462-6116
Email: BarrettIndustrial@gmail.com

DATE:	6/15/2021
INVOICE #	06152021-a
Agent ID	RC-001
TERMS:	DUE UPON RECEIPT

Customer

Rowan County
130 West Innes Street
Salisbury, NC 28144
Office: 704-216-7800
Attn: Don Bringle (Don.Bringle@rowancountync.gov or 704-216-7818

DESCRIPTION	TAXED	RATE
PP Bond for Project (6800 Bringle Ferry Rd. for septic system)		1,233.00
Final Inspection Completed on Friday, May 28, 2021		

Subtotal	$	1,233.00
Taxable	$	-
Tax rate		0.000%
Tax due	$	-
Other	$	-
TOTAL Due	**$**	**1,233.00**

TERMS AND CONDITIONS

1. Billed upon completion of job or agreed upon before start of job.
2. Payment is due upon receipt.
3. Please call Jeff Cox at 704-239-6691 if there are any questions.

Specializing in all your septic needs!

Inspection, Installation, Repairs, Maintenance, Pumping, and Grease Traps

Thank You For Your Business!

RAKESTRAW INSURANCE CENTER, INC.

----------INVOICE----------

Invoice # 900032

Due Date: Upon Receipt

BARRETT ENVIRONMENTAL AND SEPTIC LLC
7620 JONES RD
SALISBURY, NC 28147-8713

Payment Information

Amount Due: $1,233

Amount Paid: _____

Please detach and return with payment

Invoice	*Effective*	*Description*	*Amount*
#900032	*10/30/2020*	Rowan County PP Bond	*$1,233*
			Total *$1,233*

THANK YOU

Please Remit Payment to:

Rakestraw Insurance Center, Inc.

PO Box 155

Wentworth, NC 27375

(336) 427-5181

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: Aaron Poplin
DATE: 6/11/21
SUBJECT: Public Hearing for HLC 01-21

REQUEST

The Rowan County Historic Landmarks Commission (HLC) received an application from Turner Correll Hall to establish the *Newberry Hall House* as a Rowan County historic landmark. The *Newberry Hall House* is located at 9935 NC 801 HWY, further referenced as Rowan County Tax Parcel 763-002. The applicants wish to designate the exterior of the house along with the acre of land on which it resides.

RECOMMENDED ACTIONS

1. Receive the report
2. Conduct a Public Hearing
3. Approve/Deny/Table HLC 01-21 and the designation ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/11/2021	Cover Memo
Newberry Hall House Designation Report	6/11/2021	Cover Memo
Letter from SHPO	6/11/2021	Cover Memo
GIS Map	6/11/2021	Cover Memo
Draft Ordinance	6/11/2021	Cover Memo

402 North Main Street Suite 204
Salisbury, NC 28144
Phone: 704-216-8588 | Fax: 704-216-7986
Aaron.Poplin@rowancountync.gov

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: June 11, 2021
RE: **HLC 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Receive report from HLC ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to approve / deny / table HLC 01-21 and the designating ordinance

REQUEST

In October of 2019, the Rowan County Historic Landmarks Commission (HLC) received an application from Turner Correll Hall to establish the *Newberry Hall House* as a Rowan County historic landmark. The *Newberry Hall House* is located at 9935 NC 801 HWY, further referenced as Rowan County Tax Parcel 763-002. The applicants wish to designate the exterior of the house along with the acre of land on which it resides.

BACKGROUND

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended six (7) other structures for designation:

The HLC wishes to recognize the Newberry Hall House because it is locally significant under the category of architecture as one of the few examples of a nineteenth century Greek Revival farmhouse in Rowan County. The house has under gone numerous renovations to accommodate the needs of the Hall family descendants who have continually owned and

lived on the property. However, the renovations have been consistent with the design of the original building and do not distract from the architectural integrity of the property. The house, with its alterations, qualified the National Register of Historic Places criteria for architecture in 1982. Additionally, the removal of the aluminum siding and the restoration of the original wooden siding and the restoration to the porch in 2005, further enhances the architectural integrity of the house by returning the materials to their origins. Per the national Register of Historic Places nomination in 1982, the exterior additions and changes in 1930, 1951 and 1965, did not distract from the original symmetry or integrity of the house.

STATE HISTORIC PRESERVATION OFFICE COMMENTS

On February 25, 2020 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the Newberry Hall House Ms. Brantley stated the house has local significance in the area of architecture being an important example of as a two-story, Greek Revival dwelling.

HLC COMMENTS

Based on these comments and the revised report, the HLC recommends approval of the *Newberry Hall House* as a Rowan County historic landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *Newberry Hall House* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On April 13, 2021, the HLC conducted a courtesy hearing to receive comments regarding the Mount Vernon designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of the Newbery Hall House and one acre of land on which it resides.

PLANNING STAFF COMMENTS

- Staff supports the designation of the Newberry Hall House and one acre of land.

I. General Information

1. Hall Family Farm House

2. 9935 HWY 801, Mt Ulla, NC 28125

3. Tax parcel # 763-002

4. Turner Correll and Patricia Hall

5. 9935 HWY 801, Mt Ulla, NC 28125

6. Appraised value: House: $256,157, Land: $26,000

Total Value: $282,157

II Abstract

The Hall Family House located in and around a grove of trees on the southeast side of Sherrill' s Ford Road (NC 801), has been the seat of the Hall family's agricultural operations since 1856 when Major Newberry Franklin Hall purchased two tracts from the heirs of James A. Gillespie.
The farm house thought to have been built by James G. Graham is a large two-story frame Greek Revival dwelling which retains its original appearance and finish including vernacular interpretations of the plates published by Asher Benjamin. Expansions of the house to suit the changing needs of the decedents of Major Hall who have continually occupied the home, have not distracted from the architectural integrity of the house. The house is an outstanding example of a nineteenth century prosperous Rowan County farm seat. Approximately, one acre of land, the setting of the house, is to be included in the designation. Only the exterior of the house is to be included in the local designation. The house along with farm related out buildings was recognized by the National Register of Historic Places in 1982. Because the local designation will be restricted to the family house under the criteria of architecture, the out buildings will not be included in this report.

III Historical Background

(Summarized from the Hall Family House National Register of Historic Places Nomination)

1. The Hall Family House, built for Major Newberry Franklin Hall, is located in the Bear Poplar community of western Rowan County. Settled well before the Revolution, this area has remained overwhelmingly rural in character, with agriculture being the chief means of livelihood. Since its beginnings during the last quarter of the nineteenth century, dairy farming in particular has become an increasingly important factor in the local economy; and the Hall family dairy farm has now been in continuous operation for slightly more than a century.

Newberry F. Hall, the son of Joseph Wells and Margaret Linster Hall, was born in Davie County on the 24th of April 1811. His father Joseph was the son of Col. John Hall, and was a prominent Yadkin River planter. Reared on his father's plantation, young Newberry F. Hall attended Jerusalem Presbyterian Church, obtained his education in Davie

County, and is said to have been an avid reader even as a boy. [1]

By 1850 Hall had established himself as a prosperous Davie County planter in his own right. In that year he was the owner of a farm of 350 acres, 200 of which were improved. He was engaged primarily in the cultivation of corn and was the owner of twenty slaves.[2]

Hall was twice married while still a resident of Davie County: first, to a Miss Crump in 1840; second, to Elizabeth Loweryin 1850. Each of these marriages was ended by the death of his wife; and a small child, apparently an only child, also passed away.3 It was quite possibly the death of his first two wives (the latter dying in October of 1852) which brought about Hall's removal to the Bear Poplar area of Rowan County about1853.

His first place of residence in this area appears to have been approximately one half mile east of the house which his descendants still occupy.4 On 22 March 1854 Hall married his third wife, Martha Ernaline Shuford. Their marriage of thirty-five years produced nine children.

The land upon which the Hall House stands was acquired by Newberry F. Hall from the widow and heirs of James A. Gillespie. The purchase was made on 4 December 1856, for a recited consideration of $2,681. Some 495 acres were conveyed in this transaction, consisting of two contiguous tracts of ninety-five and 400 acres.6 This land had formerly belonged to Richard Gillespie, who died in 1830, and subsequently to his son, James A. Gillespie, who died in 1845. Documentary evidence suggests that the property was not substantially improved at the time of Newberry Hall's purchase. [3]

Though family tradition maintains that the Hall House was constructed by Newberry Hall in 1856, the house may not have been built until soon after Hall's purchase of the Gillespie property. The builder is thought to have been James G. Graham, who built homes for at least two other prominent residents of western Rowan County. [4]

In September of 1856 Hall officially transferred his membership to Thyatira Church from Unity Church, where he had been a member since the early 1830s. For more than three decades he played a leading role in the life of the Thyatira congregation. In 18,60 he was ordained an elder in the church and continued in that position until his death in 1889. In addition, he served as a member of the building committee which supervised the construction of the present church building at Thyatira in 1860, and was called upon, on several occasions, to represent the congregation at meetings of the Presbytery and Synod.

A fellow member of the Thyatira congregation recalled that: *Major Hall was a man of far more than ordinary intelligence, and his knowledge and judgment were sought far and wide by friends and acquaintances ....*[5]

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[1] Hall Family House: National Historic Register of Historic Places # 82001305, October 5, 1982
[2] Hall, NRHP
[3] Hall, NRHP
[4] Hall, NRHP

Although he had been a resident of Rowan for only a few years, Hall was elected in

1856 to represent the county in the North Carolina House of Commons. There he served three consecutive terms, leaving office in 1861. During the period of his service in the legislature, Hall established an apparently prosperous and expanding plantation around his new home in Rowan County. By 1860, he owned700 acres of farmland, 250 of which were improved. The cash value of the farm was placed at $15,500. Hall was keeping a considerable amount of livestock at this time and was engaged in the cultivation of a variety of crops, especially wheat and corn. His labor force consisted of 22 slaves, many of whom had probably come with him from his former plantation. [6]

In Rowan County and throughout the entire South, agriculture suffered a severe and prolonged depression following the Civil War. Hall's farm appears to have been no exception. By 1870 his acreage had declined to 405, with 140 acres under cultivation. The cash value of the farm was now put at $2,075; and the number of livestock and the amount of crop production showed marked declines from a decade earlier.

In 1880 Hall's farm comprised 225 acres, with seventy-five acres under improvement. Cash value of the farm at this time was placed at $3,000. During the preceding year, however, Joseph S. Hall and George *A.* Hall had begun to establish, on their father's farm, the family dairying tradition which is still carried on today. The dairying operation begun by the sons of Newberry F. Hall is said to have been one of the earliest in Rowan County. As such, it anticipated what was to become a thriving form of agricultural activity in the county's future. In 1870 Rowan had ranked very low in the state in the production of dairy products, despite a high ranking overall in agricultural production. By the early 1950s, Rowan would rank among the top four counties of the state in dairy farming, with over 200 grade A dairies.

Newberry F. Hall died on 3 March 1889, at the age of 78. He was buried in the cemetery of Thyatira Church. His wife Martha survived him by fifteen years, dying on 18 April 1904. The year after her death, long-term financial difficulties and a legal dispute brought about the sale of the family farm at the Rowan County Courthouse in Salisbury, on 25 September 1905. Last and highest bidder at that time was Joseph S. Hall, who paid $3,000 for the farm, then consisting of 244 acres. Joseph S. Hall, the second child of Newberry F. and Martha E. Hall, was probably the one individual most responsible for establishing the dairying tradition in the Hall family.[7]

During the early years of the dairying operation, he had worked closely with his younger brother George A. Hall in carrying on the business. George, however, passed away in 1894, and the dairying operation and the family farm as a whole fell on hard times in the last years of the nineteenth and early years of the twentieth century. [8]

Joseph S. Hall married Ida Eliza Correll in 1882. Their union resulted in the birth

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[5] Hall, NRHP
[6] Hall, NRHP
[7]Hall, NRHP
[8] Hall, NRHP

of eight children. Following his acquisition of the farm in 1905, Hall succeeded in placing it once again on a firm financial footing, and in gradually expanding the dairying operation.

The family dairying business had begun with the shipment of cream by rail to Winston-Salem. By the turn of the century, milk was being transported by horse-drawn wagon to Salisbury, and bottled there under the Hall Farm label. The first truck was purchased for the dairy business about 1915, and J. S. Hall and other members of the family continued to expand their operation during the following years. Eventually, J. S. Hall relinquished primary responsibility for the farm and family business to his son, Frank Grady Hall, father of the present owner.

In addition to being a successful dairy farmer and businessman, Joseph S. Hall was an agent for the Rowan County Extension Service and served two terms on the Board of County Commissioners. Like his father and other members of the family, he was also active in the congregational life of Thyatira Church, serving as a deacon for more than thirty years. He died on 10 October 1935 and was interred in the church cemetery. His wife Ida had passed away three years earlier, on 11 September 1932.

Frank Grady Hall, third child of Joseph S. and Ida C. Hall, was born in 1889. His 1918 marriage to Martha Pauline Turner produced seven children. For many years he assisted his father in the family business, finally assuming primary responsibility for its day-to-day operations. In 1937, he acquired sole ownership of the farm; and under his ownership and management the enterprise expanded considerably. In addition, he acquired other sizable holdings of farmland in Rowan County and in South Carolina and engaged in timbering and milling operations. Finally, Hall was active in community affairs and was chairman of the board of deacons at Thyatira Church.

In 1950 Frank and Martha Hall made major alterations and additions to the family residence. The kitchen, which had been added after the Civil War, was replaced by a larger kitchen and a dining room. Other additions occurred on the west gable end. It was several years after this that the house was covered by aluminum siding. (The aluminum siding was on the house when it was approved by the NRHP. However, the siding was removed in 2005 and the original German siding was restored.)

Frank Grady Hall died on 8 May 1951, at which time the family farm passed to his widow Martha. In July of 1952 Mrs. Hall conveyed ownership to her son, Turner Correll Hall, and his wife, Hazel Palmer Hall, reserving for herself a life estate in the property. In August of 1960 Mrs. Hall relinquished her life estate and conveyed full title to the 250 acre farm and homeplace to Mr. and Mrs. Turner C. Hall.

In 1975, a fire did considerable damage to the south section of the house; but this damage was repaired with only minor alterations to the structure. In addition to the house, two other original structures remain on the property: a log smokehouse and a log barn, moved to its present location in the early twentieth century.

(The above information is taken directly from the 1984 National Register of Historic Places Nomination Form)

(Neither the smokehouse nor the log barn is included in the designation as they are not within the confines of the land that is to be designated with the house.)

Per Correll Hall, the farm operated under the name, Hazel and Daley Dairy Farm, until 1986. The farm is no longer a dairy but does grow crops. Correll Hall is the fourth generation of Newberry F. Halls descendants.
After his father, Turner Hall, died in January of 2004, Correll Hall and his wife Patricia moved into the house in October of 2005.

2. The Hall Family House was built in 1856-1857.

3. Dates of Alterations:

Circa 1865:The first addition to the house occurred shortly after the Civil War when the loss of slaves required the construction of a new kitchen replacing the original free-standing kitchen. A kitchen with pantry and porch was constructed as an ell off the house's dining room. This kitchen ell occupied the entire first story elevation of the west elevation of the main (two-story) ell.

1951: Following the death of Frank Grady Hall in May,1951, Mrs. Hall and her son and daughter-in-law (who moved into the house with her) effected a number of changes and improvements to the house. The most substantial of these was the. construction of a new (third) kitchen and (second) dining room which was, in part, an overbuilding of the porch carrying inside the "L" plan of the house. The crotch of the porch remained in place as a (the aforementioned third) hall and a bathroom was built here. The new (second) dining room was built to the east of this hall and to the south of the living room. The new (third) kitchen was built across its south end and extended over what was the south end of the earlier porch. The new kitchen occupies the southeast corner of the house with doors into the original and second dining rooms. It has pairs of six-over-six sash windows in its east wall. The kitchen has sheet rocked walls while the dining room has plaster walls.

Circa 1930: Changes were made simultaneously to the old kitchen ell. The large chimney on its west gable end had been pulled down and replaced by a pair of six-over-six sash windows about 1930. A flue stack was then built on its north elevation for a wood cookstove.

1950: In 1950 Aluminum siding was added to the exterior.

1951: In the 1951 remodeling the old kitchen became the furnace room and Turner Hall 's office. The old flue stack was pulled down and a new one built for the furnace. The screened porch was enclosed and the pantry at its east end was· converted to a kitchen. for Mrs. Turner (Hazel Palmer) Hall.

1965: About 1965 Mrs. Frank Grady Hall had a shallow ell constructed off her bedroom to house a sewing room. Following her death in 1973 the sewing room was fitted with closets

when Turner and Hazel Hall moved their bedroom down from the second story to her room and assumed occupancy of the entire house. Hazel Hall's kitchen (in the former pantry adjoining the second kitchen) then became Mr. Hall's office when she moved into the larger (1951) kitchen. The furnace room remains the furnace room.[9]

2005: In 2005, the exterior aluminum siding was removed and the original exterior wooded siding was restored.[10]

IV Assessment

1. Description of Significance:

The Hall Family House is locally significant under the category of architecture as one of the few examples of a nineteenth century Greek Revival farmhouse in Rowan County. The house has under gone numerous renovations to accommodate the needs of the Hall family descendants who have continually owned and lived on the property. However, the renovations have been consistent with the design of the original building and do not distract from the architectural integrity of the property. The house, with its alterations, qualified the National Register of Historic Places criteria for architecture in 1982. Additionally, the removal of the aluminum siding and the restoration of the original wooden siding and the restoration to the porch in 2005, further enhances the architectural integrity of the house by returning the materials to their origins. Per the national Register of Historic Places nomination in 1982, the exterior additions and changes in 1930, 1951 and 1965, did not distract from the original symmetry or integrity of the house.

2. Architectural Description:

The Hall Family House, occupied by members of the Hall family since 1856, consists of the large two-story farm seat clustered in and around a grove of oak and elm trees on the south side of the Sherrill's Ford Road. The house is located on a tract of 244 acres which is a part of the 425 acres purchased in 1856 by Major Newberry Franklin Hall, the progenitor of the Hall family in Rowan County. Approximately, one acre of land, the setting of the house, is to be included in the designation.

The Hall Family House, a two-story frame house with a handsome Greek Revival finish, was built as the residence of 'Major Newberry Franklin Hall in 1856-1857. According to local tradition the carpenter was James G. Graham which was also responsible for the construction of two other major ~family houses in the mid-1850s· When first built the house was a traditional three-bay, two-story L-plan frame. with a two story rear ell and secondary stair. The house was covered with. aluminum siding in the 1950s. The front (north elevation has a full-facade shed porch protecting the central entrance and the flanking Bays. It is supported by wood posts-, square in-plan, connected by a round handrail and shaped bottom rail carrying thin square-in-plan balusters. The

[9] Hall, NRHP

[10] Alfred Wilson, Wilson Construction Company, Interview. October 20, 2019.

porch floor is wood. The entrance contains two three-panel doors flanked by sidelights above blind wood panels. ·It is framed in a plain aluminum surround with mitered corners The window surrounds follow the same form and frame six-over-six sash windows.

A brick chimney flanked by fenestration at both levels stands in the center of the main block's east gable end rising through the wide eave of the gable roof which return here as they do on all the gable ends. On the house's west elevation are a pair of chimneys placed off-center to the ridge line of the gable which provide fireplaces to the two-room plan of this end of the house. The west elevation of the two-story ell is continuous with the main block's gable end. The first story, however, has been obscured by a one-story addition. The second story features a window in the south. end of the elevation; The fourth of the house's four chimneys stands in the center of the ell's gable end and is flanked by fenestration on both levels. The porch which once stood inside the "L" has been subsumed by additions.[11]
(The above description was taken directly from the National Register of Historic Places 1984 Nomination. The interior will not be designated)

3. The property has no known archaeological significance.

4. Based on the National Register of Historic Places the Greek Revival Hall Family House qualifies as an architecturally significant property. The rural setting of the house, as well as the surrounding grounds, are congruent with the setting that would have been present in 1856 when the house was built. The house alterations that were made to accommodate the four generations of descendants who have lived in the house have not distracted from the architectural integrity of the house. The aluminum siding alteration that was completed in the 1950s was determined acceptable by the NRHP. However, in 2005, the aluminum siding was removed and the original wooden exterior was restored thus improving the visual integrity of the house. No additional changes to the footprint of the house have been made since the NRHP nomination was accepted. The house is significant to Rowan County historic preservation as one of the few remaining mid-1980s prosperous farm seats.

5. One acre of land that is to be designated along with the house are similar to the original setting. The land includes the large front lawn, the half circle unpaved driveway, large trees and the well-established plantings that enhance the elegant lines of the house.

GPS coordinates for designation boundary

Lat 35.685629 Lon -80.664875

Lat 35.684941 Lon -80.664456

Lat 35.68513 Lon -80.663905

Lat 35.685856 Lon -80.664355

[11] Hall, NRHP

V. Supporting documentation

1. Photographs

1. NW Elevation (front) 298 degrees
2. NW Elevation (front)
3. SW Elevation, 240 degrees
4. SW Elevation from rear
5. NW Elevation (rear) 315 degrees
6. NE Elevation of ell
7. NE Elevation 1
8. NE Elevation 2
9. Large tree in rear

2. Floor plan

10. Floor plan first floor
11. Floor plan second floor

3. Site Plan

12. Site plan

4. Maps

13. Tax Map

VI. Bibliography/ Source Citations

Correll Hall, current owner, Interview. October 18, 2019.

Hall Family House: National Historic Register of Historic Places # 82001305, October 5, 1982

Alfred Wilson, Wilson Construction Company, Interview. October 20, 2019.

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

February 25, 2020

Aaron Poplin, Planner
Rowan County Historic Landmarks Commission
402. N. Main St.
Salisbury, NC 28144

RE: Proposed Designation of the **Hall Family Farm House, 9935 HWY 801, Mt. Ulla, Rowan County.**

Dear Mr. Poplin:

Thank you for the report we received on the proposed designation of the Hall Family Farm House. We have reviewed the report and offer the following comments in accordance with North Carolina General Statute 160A-400.6.

According to the report, the Hall Family Farm House is of local architectural importance as a two-story, Greek Revival dwelling with vernacular interpretations of Asher Benjamin's wood work. The house was built between 1856 and 1857.

The property may contain significant archaeological resources associated with the extant house as well as the various outbuildings, including the no longer extant slave houses and tenant houses. Care should be taken to avoid inadvertent damage or destruction of these resources during any ground disturbing activities.

We have shared recommendations with staff to perform changes to the report, which mainly include addressing some architectural integrity issues. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Hall Family Farm House possesses the requisite special local significance and integrity for local historic landmark designation.

The property may contain archaeological resources associated with the house or outbuildings. Care should be taken to avoid inadvertent damage or destruction of these resources during any ground disturbing activities.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance to the property would be subject to the design review procedures of the preservation commission.

Thank you for the opportunity to comment on the report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Rowan County Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed form to our office.

This letter serves as our comments on the proposed designation of the Hall Family Farm House. Please contact me at 919-814-6576 should you have any questions about our comments.

Sincerely,

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure

Hall Farm
Local Designation



HISTORIC LANDMARKS COMMISSION OF ROWAN COUNTY

Tax_Parcel

Roads

Designation area

Parcel

N

1 inch = 100 feet

0 50 100 Feet

The designation area is approximatly one acre
The enitre property is approcimatly 148 acres

AN ORDINANCE DESIGNATING
THE NEWBERRY HALL HOUSE, AND ADJOINING ACRE
IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA
AS A LOCAL HISTORIC LANDMARK

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 21st day of June, 2021 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether the *Newberry Hall House* should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the *Newberry Hall House* is believed to be one of the few examples of a nineteenth century Greek Revival farmhouses in Rowan County; and

WHEREAS, construction of the *Newbery Hall House* began circa 1856; and

WHEREAS, in 1982, the *Newberry Hall House* was entered into the National Registry of Historic Places; and

WHEREAS, the *Newberry Hall House* and adjoining acre are an important historic resource worthy of preservation,

NOW, THEREFORE, BE IT ORDAINED BY THE ROWAN COUNTY BOARD OF COMMISSIONERS THAT:

1. The *Newberry Hall House and adjoining acre* at 9935 NC 801 HWY. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by Turner Correll Hall and Patricia Hall and is further identified as part of Rowan County tax parcel 763 002.

2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.

3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.

4. A suitable sign or plaque shall be posted indicating the property has been designated as a local historic landmark and containing any other appropriate information. If the owner consents, the sign or plaque shall be placed upon the building or property. If the owner objects, the sign or plaque shall be placed on nearby public right-of-way.

5. The owner and occupants of the building known as the *Newberry Hall House* shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.

6. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark that is not currently assessed at present use value pursuant to NCGS 105-277.2 et seq.

Read, approved, and adopted this ____ day of _____, 2021

_____ Greg Edds, Chairman

ATTEST: _____

Carolyn Barger, MMC, NCCCC, 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: Shane Stewart
DATE: June 11, 2021
SUBJECT: Conduct Public Hearing for Text Amendment 01-21

Beginning in 1905, the State of North Carolina adopted enabling statutes related to land development regulation first with building standards followed by zoning in 1919 (for cities & 1959 for counties), housing codes in 1939, subdivision in 1955 (for cities & 1959 for counties), historic preservation in 1971, and floodplain in 1979. These statutes provided the foundation and limits for local governments to regulate various aspects of land development. Statutory framework for local governments were placed in Chapter "153A" for counties in 1905 and in "160A" for cities in 1917. While several significant changes to statute language regarding development regulations occurred in the 60s, 70s, and 2005, the General Assembly adopted a complete overhaul and modernization of the planning and zoning statutes in 2019 consolidated within a new chapter common to both county and municipal governments, "160D".

After six (6) years of stakeholder and committee reviews, the General Assembly adopted SB 355 on July 11, 2019 and later SB 720 on June 19, 2020, which vary in effective date but are generally effective on July 1, 2021.

New statute language effect changes to all "development regulations" in many areas, some of which are very minor or clarifying only. Most all proposed ordinance changes herein are a direct result of 160D but include a few other changes proposed by staff. The following includes a list of ordinances affected with a general list of topics driven by 160D, a general list of staff proposed changes, and other areas as noted:

Chapter 9 – Flood Damage Prevention
Chapter 9.5 – Historic Landmarks
Chapter 14.5 – Nuisances
Chapter 17 – Planning & Development
Chapter 21 – Zoning
Chapter 22 – Subdivision

1. Receive staff report
2. Conduct public hearing
3. Close hearing and discuss

4. Motion to adopt statement of consistency
5. Motion to approve / deny / table Text Amendment 01-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/11/2021	Exhibit
Zoning	6/11/2021	Exhibit
Subdivision	6/11/2021	Exhibit
Flood Damage Prevention Ordinance Changes	6/11/2021	Cover Memo
Historic Landmarks	6/11/2021	Exhibit
Nuisances	6/11/2021	Exhibit
Planning & Development	6/11/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: June 11, 2021
RE: **Text Amendment 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Conduct public hearing ❒ Close hearing and discuss
❒ Motion to adopt statement of consistency ❒ Motion to Approve / Deny / Table **Text Amendment 01-21**.

BACKGROUND

Beginning in 1905, the State of North Carolina adopted enabling statutes related to land development regulation first with building standards followed by zoning in 1919 (for cities & 1959 for counties), housing codes in 1939, subdivision in 1955 (for cities & 1959 for counties), historic preservation in 1971, and floodplain in 1979. These statutes provided the foundation and limits for local governments to regulate various aspects of land development. Statutory framework for local governments were placed in Chapter "153A" for counties in 1905 and in "160A" for cities in 1917. While several significant changes to statute language regarding development regulations occurred in the 60s, 70s, and 2005, the General Assembly adopted a complete overhaul and modernization of the planning and zoning statutes in 2019 consolidated within a new chapter common to both county and municipal governments, "160D".

After six (6) years of stakeholder and committee reviews, the General Assembly adopted SB 355 on July 11, 2019 and later SB 720 on June 19, 2020, which vary in effective date but are generally effective on July 1, 2021.

PROPOSED CHANGES

New statute language effect changes to all "development regulations" in many areas, some of which are very minor or clarifying only. Most all proposed ordinance changes herein are a direct result of 160D but include a few other changes proposed by

staff. The following includes a list of ordinances affected with a general list of topics driven by 160D, a general list of staff proposed changes, and other areas as noted:

Chapter 21: Zoning

- Comprehensive Plan – Requires adoption and "reasonable" maintenance of comprehensive or land use plan to apply zoning regulations.
- Conditional Use Permits – Renamed to Special Use Permits.
- Minor Change – Mandates the allowable deviations from Special Use Permits and Conditional Zoning Districts afforded to staff.
- Conflict of Interest – Extends conflict of interest standards to staff.
- Consistency Statements – Provides clarification on statement of reasonableness and consistency development.
- Oath of Office – Appointed board members must take oath of office before performing board duties.
- Decisions – Clarifies the process regarding board and staff decisions, appeals, revocations, and procedural methods.
- Vested rights and permit choice – Greatly expanded ordinance and statute language regarding various aspects of inherent and solicited project vesting.
- Zoning Board of Adjustment – Renamed to generic and more commonly referenced Board of Adjustment (staff suggestion).
- Athletic Fields – Separated specific type of athletic fields from other recreational uses as a CD in RA and Special Use in CBI (staff suggestion).
- Animal shelter and outdoor run areas – Added screening standards for business uses with outdoor animal run areas (staff suggestion).
- Miscellaneous changes to parking standards and use groups for screening standards (staff suggestion).

Chapter 22: Subdivision

- Minor, special exception – A specific type of land division with allowed limited regulatory authority adopted by the General Assembly in 2017. Shortly thereafter, staff sought an interpretation from the School of Government as to its intent and meaning but did not receive clarification. Nonetheless, the new provision is included herein based on staff's understanding of the statute mandate.

Chapter 9: Flood Damage Prevention

- Automatic map adoption – 160D changes includes a reference providing the authority for an ordinance to allow the automatic adoption of a technical map such as watershed or flood insurance rate map issued by the state or federal government.
- 2020 State Model Flood Ordinance – The North Carolina Department of Public Safety, Floodplain Mapping Program staff periodically updates the state's model flood damage prevention ordinance to address needed clarification in the proper administration of the program (staff suggestion).

Chapter 9.5: Historic Landmarks

- Miscellaneous – As evidenced by the document, the ordinance was lacking in definitions and procedural matters.
- Certificate of Appropriateness – Current language was limited on the process and did not include a minor COA process (staff suggestion).

Chapter 17: Planning & Development

- Authority – Minor updates to powers and duties.

Chapter 14.5: Nuisances

- General Changes.

Chapter 18: Soil Erosion and Sedimentation

- **Ordinance not included herein**. Should be ready for consideration in August.

Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text.**

PROCEDURES

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendments describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. See below for Planning Board recommended statement regarding the proposed amendments to the Zoning Ordinance.

PUBLIC NOTICE

Required notice was published in the *Salisbury Post* on June 10th and 17th.

MAY 24, 2021 PLANNING BOARD MEETING

The Planning Board voted unanimously (7-0) to recommend approval of the request with no changes based on the following statement of consistency regarding the proposed Zoning Ordinance changes:

"The proposed zoning portion of the amendments are based on the North Carolina Legislature's changes to the General Statutes and are in the best interest of the public in the overall use of land".

STAFF COMMENTS

As noted above, nearly all of the proposed changes are mandated by 160D language.

Chapter 21: ZONING ORDINANCE

Article I. In General
Sec. 21-1. Title.
Sec. 21-2. Purpose.
Sec. 21-3. Authority.
Sec. 21-4. Definitions.
Sec. 21-5. Jurisdiction.
Sec. 21-6. Bona fide farms exempt.
Sec. 21-7. Severability.
Sec. 21-8. Abrogation.
Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.
Sec. 21-10. Relationship to other ordinances.
Sec. 21-11. **Permit choice,** ~~Zoning~~ vested rights**, and site-specific vesting plans.**
Sec. 21-12. Fees.
Sec. 21-13. Enforcement.
Sec. 21-14. Violations and penalties.
Sec. 21-15. Effective date.
Sec. 21-16. Adoption.
Secs. 21-17--21-30. Reserved.
Article II. General and Overlay Districts
Sec. 21-31. Zoning districts established.
Sec. 21-32. General zoning districts defined; purpose and intent.
Sec. 21-33. Overlay districts.
Sec. 21-34. Economic development districts established for I-85.
Secs. 21-35--21-50. Reserved.
Article III. Site Plans, Special Requirements, Rural Home Occupations, ~~Conditional~~ **Special** Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.
Sec. 21-51. Purpose.
Sec. 21-52. Site plan required.
Sec. 21-53. Permitted uses with special requirements.
Sec. 21-54. Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District.
Sec. 21-55. General criteria for uses listed as SR in article III.
Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.
Sec. 21-57. Review and approval of ~~conditional~~ **special** uses.
Sec. 21-58. Review procedures.
Sec. 21-59. Evaluation criteria.
Sec. 21-60. ~~Conditional~~ **Special** use requirements for specific uses.
Sec. 21-61. Conditional zoning districts.
Sec. 21-62. Effect of approval for conditional zoning districts.
Sec. 21-63. Application re-submittal for ~~conditional~~ **special** use permits and conditional zoning districts.
Sec. 21-64. Conditional District Standards for Specific Uses.
Sec. 21-65. General criteria for uses listed as SR in the NB District in section 21-113.
Secs. 21-66--21-80. Reserved.
Article IV. Dimensional Criteria
Sec. 21-81. Dimensional requirements; general.
Sec. 21-82. Measurement of setback or building line.
Sec. 21-83. Rear yard triangular lot.
Sec. 21-84. Table of dimensional requirements.
Secs. 21-85--21-110. Reserved.
Article V. Permitted and ~~Conditional~~ **Special** Uses
Sec. 21-111. Generally.
Sec. 21-112. Relation to Standard Industrial Classification (SIC) Manual, 1987; executive office of the president, office of management and budget.
Sec. 21-113. Table of uses.
Secs. 21-114--21-130. Reserved.
Article VI. Nonconforming Situations
Sec. 21-131. Purpose and intent.
Sec. 21-132. General provisions.
Sec. 21-133. Continuation of nonconforming use of land.
Sec. 21-134. Conditions for continuance for a change in nonconforming situation.
Sec. 21-135. Extension, enlargement or replacement of a nonconforming use.
Sec. 21-136. Repairing damaged nonconforming structures.

Sec. 21-137. Abandonment and discontinuance.
Sec. 21-138. Miscellaneous nonconforming situations.
Sec. 21-139. Nonconforming signs.
Sec. 13-140. Projections into required setbacks.
Secs. 21-141--21-160. Reserved.
Article VII. Parking
Sec. 21-161. Purpose.
Sec. 21-162. General design requirements.
Sec. 21-163. Parking areas.
Sec. 21-164. Parking space requirements.
Sec. 21-165. Flexibility of administration.
Sec. 21-166. Table of parking requirements.
Secs. 21-167--21-180. Reserved.
Article VIII. Signs
Sec. 21-181. Applicability.
Sec. 21-182. Lighting of signs.
Sec. 21-183. Off-premises signs.
Sec. 21-184. Prohibited signs.
Secs. 21-185--21-210. Reserved.
Article IX. Screening and Buffering
Sec. 21-211. Purpose.
Sec. 21-212. Applicability.
Sec. 21-213. Buffer requirements.
Sec. 21-214. Letter of compliance.
Sec. 21-215. Required screening type.
Sec. 21-216. Screening and buffering.
Sec. 21-217. Alternative buffers and screening.
Sec. 21-218. Existing vegetation.
Sec. 21-219. Applicability of screening and buffering requirements.
Secs. 21-220--21-240. Reserved.
Article X. Nuisances
Sec. 21-241. Noise.
Sec. 21-242. Fumes and odors.
Sec. 21-243. Vibration.
Sec. 21-244. Junked motor vehicles.
Sec. 21-245. Standards for junked motor vehicles stored at nonconforming automobile repair facilities.
Sec. 21-246. Standards for automobile salvage yards.
Sec. 21-247. Nonconforming salvage yards existing on February 16, 1998.
Sec. 21-248. Removal of junked or abandoned vehicles.
Sec. 21-249. Order to remove, disposal by county.
Secs. 21-250--21-270. Reserved.
Article XI. General Development Standards, Exceptions and Modifications
Sec. 21-271. Generally.
Sec. 21-272. Issuance of building permits.
Sec. 21-273. Type and number of uses permitted in all zones.
Sec. 21-274. Visibility at intersections.
Sec. 21-275. Antennae.
Sec. 21-276. Skirting of manufactured homes.
Sec. 21-277. Exceptions and modifications.
Sec. 21-278. Skirting in existing manufactured home parks.
Sec. 21-279. Exceptions for certain turkey shoots.
Sec. 21-280. Construction trailers.
Sec. 21-281. Temporary uses.
Sec. 21-282. Reserved.
Sec. 21-283. Maintenance of manufactured home parks.
Sec. 21-284. Location of manufactured homes not provided in the table of uses.
Sec. 21-285. Accessory structures.
Secs. 21-286--21-310. Reserved.
Article XII. Administration and Hearing Requirements
Sec. 21-311. Board of commissioners.
Sec. 21-312. Planning board.
Sec. 21-313. ~~Zoning board~~ **Board** of adjustment (~~ZBA~~ **BOA**).
Sec. 21-314. Planning department.
Sec. 21-315. Hearing procedures for zoning map and text amendments, ~~conditional~~ **special** use permits and

variances and interpretations.
Sec. 21-316. Exceptions for mailed notice requirements for large-scale rezoning.
Sec. 21-317. High Density development permit application.
Secs. 21-318--21-330. Reserved
Article XIII. Appeals, Variances and Interpretations
Sec. 21-331. Appeals.
Sec. 21-332. Variances.
Sec. 21-333. Recordation of variances and conditions.
Sec. 21-334. Interpretations.
Sec. 21-335. Variance from watershed overlay.
Sec. 21-336. Judicial review of ~~ZBA~~ **BOA** decisions.
Secs. 21-337--21-360. Reserved.
Article XIV. Text and Map Amendments
Sec. 21-361. Text amendments.
Sec. 21-362. Map amendments (rezoning).
Sec. 21-363. Hierarchy of districts.

ARTICLE I. IN GENERAL

Sec. 21-1. Title.

This chapter shall be known and may be cited as the Zoning Ordinance of Rowan County, North Carolina and may be referred to as the "zoning ordinance" or "this chapter."

(Ord. of 1-19-98, § I)

Sec. 21-2. Purpose.

The purpose of this chapter is to establish planning and zoning requirements and procedures for zoning in the unincorporated areas of the county outside the zoning jurisdiction of municipalities. This chapter is adopted to promote the health, safety and general welfare of the public. In accomplishing this, guidelines for the development and land use are presented. These guidelines will provide for economic, social, and aesthetic advantages resulting from the orderly planned use of land resources. This chapter recognizes that much of the county has developed with smaller businesses and industries located in rural areas along with residential uses and that such businesses, developed appropriately, are not detrimental to the health, safety and general welfare of these areas. This chapter also recognizes that other residential areas in the county desire more separation of residential uses from business and industrial uses. Certain areas in the county are appropriate for concentrations of commercial, business and institutional uses and are provided. Economic development is a recognized goal of the county and provisions are made to allow timely location of industries that will advance the general welfare of the county's citizens, while insuring that residential areas are protected from adverse impacts of this type of development.

(Ord. of 1-19-98, § I)

Sec. 21-3. Authority.

This article is adopted under the authority of G.S. Ch. ~~153A,~~ **160D** Art. **7** ~~18, Pt. 3~~ (~~planning and~~ **zoning** regulation ~~of development~~).

(Ord. of 1-19-98, § I)

Sec. 21-4. Definitions.

Unless otherwise expressly provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this chapter. For any word that is not defined in this section, the common dictionary definition applies.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated as dB(A).

Abandon means to cease the regular use or maintenance of a lot, building or structure.

Abandoned motor vehicle means one that is left:

(1) On public grounds or county owned property in violation of a law or ordinance prohibiting parking; or

(2) For longer than twenty-four (24) hours on property owned or operated by the county; or

(3) For longer than seven (7) days on public grounds.

Accessory structure means a structure detached from the principal structure and is customarily incidental and subordinate to that structure.

***Administrative decision* means a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as "ministerial" decisions or "administrative determinations".**

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to persons in booths or viewing rooms where the images so displayed are characterized as depicting or describing "specified sexual activities" or "specified anatomical areas", as herein defined.

Adult bookstore, adult novelty store, or *adult video store* means any establishment having:

1. Twenty-five (25) percent or more of its merchandise, inventory, stock-in-trade, or floor space devoted to adult product, or that derives twenty-five (25) percent or more of its gross sales from adult product, or that has twenty-five (25) percent of the dollar value of its merchandise in adult product from one or more establishments defined as an adult use including one or more of the following;

   (a) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations that are characterized by an emphasis on depiction or description of "specified sexual activities" or "specified anatomical areas"; or

   (b) Instruments, devices, or paraphernalia that are designed for use in connection with "specified sexual activities."

2. A preponderance (either in terms of the weight and importance of the material or in terms of greater volume of material) of its stock (for sale or rent) including one or more of the following:

   (a) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations that are characterized by an emphasis on depiction or description of "specified sexual activities" or "specified anatomical areas"; or

   (b) Instruments, devices, or paraphernalia that are designed for use in connection with "specified sexual activities."

Adult cabaret means a nightclub, bar, restaurant, or other commercial establishment that regularly features, exhibits or displays as one of its principal business purposes:

(a) Persons who appear nude, semi-nude, or in lingerie; or

(b) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or

(c) Persons who, for a tip, fee, wage, donation, or any other form of consideration engage in performances while wearing lingerie or in a nude or semi-nude condition, which may or may not include strip teasing, intended for the sexual interests of an audience or customer.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown as one of its principal business purposes that depict or describe "specified sexual activities" or "specified anatomical areas."

Adult theater means a theater, concert hall, auditorium, or similar establishment characterized by (activities featuring) the exposure of "specified anatomical areas" or by "specified sexual activities".

Adult use means an adult arcade, adult bookstore, adult cabaret, adult motion picture theater, adult theater, massage parlor, sexual encounter center, or a combination thereof as defined by these definitions. Notwithstanding any other provision of this ordinance, "adult use" shall be broadly defined to include any business that has a section devoted to adult product as defined by an adult bookstore or that holds itself out to the public, through advertising, signage, displays, or other activities, as a purveyor of adult products or services.

Agricultural use means the use of land or water for bona fide farm purposes; the use of waters for stock watering, irrigation, and other farm purposes.

Alternative tower structure means any structure in excess of forty (40) feet in height which is not primarily constructed for the purpose of holding antennas but on which one (1) or more antennas may be mounted that camouflage or conceal the presence of antennas or wireless facilities. Alternative tower structures include, but are not limited to, buildings, silos, water tanks, pole signs, lighting standards, steeples, billboards, electric transmission towers, clock towers, bell steeples, light-poles and similar alternative-design mounting structures.

Antenna means a communication device which transmits and or receives electromagnetic radio signals. Antennas may be directional, including panels and microwave dishes, and omnidirectional including satellite dishes, whips, dipoles, and parabolic types. An antenna does not include the tower or other supporting structure to which it is attached.

Apartment means an attached dwelling unit which is intended for rental purposes only.

Appeal means a request for a review by the board of adjustment of ~~any administrator's~~ **an administrative** decision regarding any provision of this article.

Applicant means any person or entity that requests ~~any~~ **an** administrative**, legislative, or quasi-judicial** ~~action or approval~~ **decision** as allowed under this chapter.

Approach surface means the surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000)

feet at a slope of 40:1.

Archery means the art, sport, or skill of shooting with a bow and arrow.

Automobile repair facility means any building, premises, and land in which or upon which a business, service, or industry involving the maintenance, servicing, repair, or painting of vehicles is conducted or rendered.

Automobile salvage yard means any establishment selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts; any establishment or place of business upon which six (6) or more unlicensed, used motor vehicles which cannot be operated under their own power are kept or stored for a period of fifteen (15) days or more unless otherwise specified by this chapter. Automobile salvage yard shall also mean "motor vehicle parts, used" (SIC 5015).

Balance of watershed means an area defined as the entire drainage basin upstream of an draining to a WS-II or WS-III watershed critical area where the risk of water supply pollution is greater than in surrounding areas.

Base course means that portion of the pavement structure of planned thickness placed immediately below the pavement or surface course.

Base station is a station at a specific site authorized to communicate with mobile stations, generally consisting of radio receivers, antennas, coaxial cables, power supplies, and other associated electronics.

Bed and breakfast inn means a lodging facility in which the operator resides and which is established for the purpose of providing temporary overnight accommodations for tourists, vacationers and other similar transients. The facility may have a dining room but only for the provision of food for the registered guests of the facility.

Beneficial Fill means fill material consisting only of inert debris strictly limited to concrete, brick, concrete block, uncontaminated soil, rock, or gravel.

Berm means a mound of earth or the act of pushing earth into a mound.

Block means a piece of land bounded on one (1) or more sides by streets or roads.

Board of commissioners, the County Board of Commissioners, Rowan County, NC.

Body shop means found as term "automobile repair facility."

Broadcast tower is any freestanding or building mounted structure, including any base, tower or pole, antenna & appurtenances intended for transmitting radio or television signals.

Buffer means an area of natural or planted vegetation through which stormwater runoff flow is diffused in a manner so that runoff does not become channelized and provides for infiltration of the runoff and filtering of pollutants. The buffer is measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams or rivers.

Buffer strip means open space, landscaped area, fence, wall, berm, or any combination thereof used to physically separate or screen one (1) use or property from another so as to visually shield or block noise, lights, or other nuisances.

Building means a structure having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, animals or property. The connection of two (2) buildings by an open porch, breezeway, passageway, carport or other open structure, with or without a roof, shall not be thought of as making them one (1) building.

Building, principal means a building in which is conducted the main or principal use of the lot on

which such building is located.

Building setback line--front means a line establishing minimum allowable distance between the wall of the principal building and the street or road rights-of-way line when measured perpendicularly from the rights-of-way. Covered porches, decks, uncovered porches or landings, etc., but not including steps whether covered or not, shall be considered as part of the principal building and shall not project into the required yard except as expressly provided elsewhere in this chapter.

Building setback line--side or rear means a line establishing minimum allowable distance between the wall of the principal building and the side or rear property lines. Covered porches, decks, uncovered porches or landings, etc., but not including steps whether covered or not, shall be considered as part of the principal building and shall not project into the required yard except as expressly provided elsewhere in this chapter.

Built-upon area means that portion of a development project that is covered by impervious or partially impervious cover, including buildings, pavement, gravel areas (e.g. roads, parking lots, and paths), recreation facilities (e.g. tennis courts), etc. This does not include slatted decks, the water area of a swimming pool, a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric, and trails defined in G.S. ~~113A-85~~ **143B-135.94** that are either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).

Campground means an area or property that provides more than one (1) site or space for overnight and temporary primitive tent camping for recreation, education or vacation purposes. Campgrounds may not provide or include sites or spaces for a recreational vehicle. This definition is not intended to include camping by an individual or family on their own property.

Cabin means a habitable structure used for overnight or temporary lodging of a recreational rental purpose regardless of whether said structure is subject to the NC Building Code. For purposes of this definition, the term does not include a dwelling unit, but is intended to include cottages, huts, treehouses, yurts and other similar structures.

Caliper means the diameter of a tree trunk.

Child care center means any child care arrangement which provides child care for between three (3) and twelve (12) preschool-age children in a residence or three (3) or more children in a building other than a residence on a regular basis of at least once per week for more than four (4) hours but less than twenty-four (24) hours per day, regardless of the time of day and regardless of whether the same or different children attend as defined by G.S. 110-86. The following are not included: public schools; non-public schools whether or not accredited by the state department of public instruction, which regularly and exclusively provide a course of grade school instruction to children who are school-age; specialized activities such as athletics, dance, music lessons, or Boy Scouts; summer day camps that operate less than four (4) consecutive months and do not participate in the child care subsidy program; summer camps having children in full-time residence; bible schools conducted during vacation periods; facilities licensed under G.S. Ch. 122C, Art. 2; and cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment.

Church/synagogue means a tax exempt building used for nonprofit purposes by a recognized and legally established sect for the purpose of worship, including educational buildings and daycare facilities when operated by such church/synagogue.

Classic motor vehicle means any motor vehicle, twenty (20) years old or older, being of

recognized and enduring interest, appeal and importance to the owner.

Cluster development shall refer to residential clustering for the purposes of this chapter.

Co-location means the placement or installation of additional antennas, antenna arrays or wireless facilities on an existing wireless support structure or broadcast tower, the sharing of an antenna or antenna array, or otherwise sharing a common location by two (2) or more FCC licensed providers of mobile broadband or wireless telecommunication services. Co-location does not include routine maintenance on wireless support structures and facilities, including in-kind replacement of wireless facilities. Routine maintenance includes activities associated with regular and general upkeep of transmission equipment, including the replacement of existing wireless facilities with facilities of the same size.

Combination use means a use consisting of a combination on one (1) lot of two (2) or more principal uses separately listed in the table of permissible uses in section 21-113.

Community water system means a public water supply approved by the state department of Environmental Quality Division of Water Resources, public water supply section, that serves at least fifteen (15) service connections used by year-round residents or regularly serves at least twenty-five (25) year round residents which is owned and operated by a privately owned for profit or nonprofit licensed water supply firm or corporation or a private individual.

***Comprehensive plan* means a plan that has been officially adopted by the Board of Commissioners pursuant to G.S. 160D-501.**

~~*Conditional use permit* means a permit that authorizes that recipient to establish a specified conditional use.~~

***Conditional zoning* means a legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment. Upon adoption, the suffix "-CD" accompanies the general zoning district abbreviation to recognize the district's distinguishing characteristic.**

Condominium means an estate in real property consisting of an undivided interest in common with other purchasers in a portion of real property, together with a separate interest in space in a building. A condominium may include, in addition, a separate interest in other portions of such real property.

Conical surface airport means a surface beginning at the periphery of the horizontal surface, extending outward and upward for a horizontal distance of four thousand (4,000) feet and increasing in height at a 20:1 slope.

County manager means the County Manager of Rowan County.

Courtesy hearing means a ~~public~~ hearing **before the Planning Board** that provides an opportunity for the public to express their views and opinions on an agenda item ~~under consideration by the Planning Board~~ **prior to the board making a recommendation concerning the matter**. **These hearings are required as a precursor to decisions required by this chapter by the Board of Commissioners.**

Covenant, restrictive means the private limitations or controls placed upon the use of land.

Critical area means the area adjacent to a water supply intake or reservoir where risk associated with pollution is greater than from the remaining portions of the watershed. The critical area is defined as extending either one-half (1/2) mile from the normal pool elevation of the reservoir in which the intake is located or to the ridge line of the watershed (whichever comes first); or one-half (1/2) mile upstream from the intake located directly in the stream or river (run-of-the-river), or the ridge line of the watershed (whichever comes first).

Curb Outlet System means curb and gutter with breaks or other outlets used to convey stormwater runoff to vegetated conveyances or other vegetated areas.

Dead storage means to accumulate or keep for an extended period.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Declaration of unit ownership means a duly recorded instrument by which property is submitted to the provisions of G.S. Ch. 47A.

Dedication means a gift, by the owner, of the right to use or possess land for a specified purpose or purposes. This transfer of property rights requires a written document stating dedication and is completed with an acceptance.

Deed restrictions. See term "covenant, restrictive."

***Determination* means a written, final and binding order, requirement, or determination regarding an administrative decision.**

Developed lot means a lot of record which at the effective date was occupied by structures used for residential, religious, governmental, business, commercial, industrial purposes or as a place of public assembly.

Developer means any person, firm, trust, partnership, association**,** ~~or~~ corporation**, governmental agency, or redevelopment authority who undertakes any** ~~engaged in~~ development **and who is the landowner of the property to be developed or authorized agent to undertake** ~~, or proposed~~ development activities.

Development means ~~any land disturbing activity that adds to or changes the amount of impervious or partially impervious cover on a land area, or which otherwise decreases the infiltration of precipitation into the soil.~~ **,unless the context clearly indicates otherwise,:**

a. The construction, erection, alteration, enlargement, renovation, repair, movement, or demolition of any structure;

b. Excavation, grading, filling, clearing, or alteration of land;

c. Subdivision of land; or

d. Initiation or change in the use of land or the intensity of use of land.

***Development approval* means an administrative or quasi-judicial approval made pursuant to this chapter that is written and required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, subdivision plat approvals, special use permits, and variances. The term also includes all other regulatory approvals required by this chapter.**

***Development regulation* means a zoning, subdivision, erosion and sedimentation control, flood damage prevention, historic landmark, or any other regulation adopted pursuant to G.S. 160D that regulates land use or development.**

Dimensional nonconformity means a nonconforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other building or lot lines does not conform to the regulations applicable to the district in which the property is located

Discontinue means to stop or cease the use of a property.

District. See term "zoning district."

Drinking Place means an establishment whose principal purpose is to derive income from the sale of alcoholic beverages that are served and consumed on premise. These establishments, commonly known as bars, pubs, saloons, and taverns, hold themselves out to the public through advertising, signage, or other activities as purveyors of alcoholic beverages served on premise. Drinking places may also provide limited food services but do not meet the definition of an eating place as defined herein. In determining whether a use meets this definition, the Zoning Administrator may also consider the percentage of income from alcoholic beverage sales, floor plans, and plans / permits from the Rowan County Building Inspections Department, Rowan County Environmental Health Division, and the North Carolina ABC Commission. Unless otherwise indicated, this definition does not include congressionally chartered veteran organizations or uses holding a tasting permit defined by G.S. 18B-1001.

Driveway means a private travel way which provides access from a public or private road, street or easement.

Dump station means a dedicated on-site system in an RV park that is designed to treat or retain raw sewage and / or gray water produced by the occupant(s) of a recreational vehicle(s). The dump station is subject to approval and permitting by the Rowan County Health Department.

***Dwelling* means any building, structure, manufactured home, or part thereof, used and occupied for human habitation or intended to be so used, and includes appurtenances belonging thereto. This definition does not include recreational vehicles.**

Dwelling unit means a building, or portion thereof, providing complete**, independent** ~~and~~ ~~permanent~~ living facilities for one (1) ~~family~~ **or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation**.

Dwelling unit, attached means a dwelling unit that shares one (1) or more common walls with other similar units.

Dwelling unit, detached means any dwelling unit that is freestanding and shares no common walls with any other dwelling unit.

Easement means a grant by the property owner to the public, a corporation, or persons, of the right to use a specified portion of a lot or lots for a specified purpose.

Eating Place means an establishment principally engaged in preparing and serving food and beverages, which may or may not be consumed on premise, and in which the service of alcoholic beverages are accessory to the service of food and non-alcoholic beverages in terms of sales and square footage. In determining whether a use meets this definition, the Zoning Administrator may also consider the percentage of income from alcoholic beverage sales, floor plans, and plans / permits from the Rowan County Building Inspections Department, Rowan County Environmental Health Division, and the North Carolina ABC Commission.

Eligible facilities request means a request for modification of an existing wireless support structure or base station that involves co-location of new transmission equipment but does not include a substantial modification.

Equipment compound means an area surrounding or near the base of a wireless support structure within which a wireless facility is located.

Erosion means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.

Events center means an establishment offering use of their facilities and associated grounds for rent or lease to any person or group for the purposes of hosting pre-planned events, which are not open to the general public, including but not limited to weddings, corporate events, reunions, and similar functions. Events centers may contain kitchen facilities, subject to Rowan County Environmental Health Division standards, where food is prepared on site or catered and the use of live or recorded music.

Existing development means a project that is built or those projects that at a minimum have an established right under state common law as of the effective date of this chapter based on at least one (1) of the following criteria:

(1) Substantial expenditures of resources (time, labor, money) based on a good faith reliance upon having received a valid local government approval to proceed with the project; or

(2) Having an outstanding valid building permit as authorized by G.S. ~~153A-344.1~~ **160D-108**.

"Existing" impervious development. Consists of any structure(s) or operational area(s) that has either been:

1. In existence and continuous operation prior to the effective date of the Rowan County Water Supply Watershed Ordinance on January 1, 1994 (since codified in the RCZO); or,
2. Lawfully permitted prior to the effective date (February 16, 1998) of the Rowan County Zoning Ordinance; or,
3. Lawfully permitted in accordance with the standards of the Rowan County Zoning Ordinance prior to the effective date of the High Density amendments contained in Section 21-33(f) of the RCZO.

Existing lot (lot of record) means a lot that is part of a subdivision, a plat of which has been recorded in the office of the register of deeds before the adoption of this chapter, or a lot described by metes and bounds, the description of which has been so recorded before the adoption of this chapter.

Extraterritorial jurisdiction (ETJ) means that portion of a city or town planning jurisdiction that lies outside the corporate limits of the city or town within which municipal land use regulations apply.

Fall zone means an area in which a wireless support structure or broadcast tower may be expected to fall in the event of a structural failure, as measured by engineering standards.

Family care home means ~~an adult care~~ **a** home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six (6) resident ~~handicapped~~ persons **with disabilities as defined by G.S. 160D-906(b)**.

Family child care home means any child care program or child care arrangement wherein any person provides child care on a regular basis at least once per week for more than four (4) hours per day for five (5) or fewer preschool-age children and / or three (3) or fewer school-age children under thirteen (13) years of age, wherever operated, and whether or not operated for profit as defined by G.S. 110-86. The provider's own preschool-age children are included in the capacity totals but their school-age children are not. The four-hour limit applies regardless of the time of day and regardless of whether the same or different children attend. Cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment are not included.

Family, Immediate means an individual's grandparents, ~~step-grandparents~~, parents, ~~step-parents~~, sibling ~~(full, half, or step)~~, children, ~~step-children~~, **and** grandchildren.~~, and step-grandchildren,~~ **This includes step, half, and in-law relationships and** whether natural or legal.

Farm, bona fide means the production and activities relating or incidental to the production of crops, **grains,** fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture as defined in G.S. 106-581.1 subject to G.S. ~~153A-340 (b)~~ **160D-903(a)**.

Fence means any artificially constructed barrier erected to enclose or screen areas of land used as a boundary or means of protection or confinement.

Financial surety means a form of financial guarantee issued to and held by Rowan County, NC to ensure completion of a project or specified aspect of such. This guarantee may be in the form of a performance bond issued by a bonding company authorized to conduct business in North Carolina; or a letter of credit issued by a financial institution licensed to conduct business in North Carolina; or cash that may be held in escrow

Firearm means a weapon, including pistols, rifles, and shotguns, capable of firing a projectile using an explosive charge as a propellant.

Firing line means a line parallel to a target from which firearms or arrows are discharged.

Frontage means the side(s) of a lot abutting a legally accessible public or private street rights-of-way.

G.S. refers to the North Carolina General Statutes.

Garage. See term "automobile repair facility."

Go kart means a miniature open wheeled four-wheeled racing vehicle having a maximum height of fifty (50) inches, a maximum length of eighty-eight (88) inches, a maximum wheel base of fifty-six (56) inches and a maximum engine displacement of 253 cc. This definition shall include but not be limited to quarter midget racecars sanctioned by the Quarter Midgets of America and go karts sanctioned by the World Karting Association.

Grade finished means the final grade elevation after grading for development.

Grade natural means the elevation of the ground in its natural state before construction, filling or excavation.

Gross floor area means the total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

Handicapped person means a person with a temporary or permanent physical, emotional, or mental disability including but not limited to mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances and orthopedic impairments but not including mentally ill persons who are dangerous to others as defined in G.S. 122C-3(11)b.

Hazardous material means any substance listed as such in SARA Section 302 (extremely hazardous substances), or Section 311 of CWA (oil and hazardous substances).

Health care facility means a facility of institution, whether public or private, principally engaged in providing services for health maintenance, diagnosis or treatment of human diseases, pain, injury, deformity, or physical conditions.

Health or safety nuisance of a motor vehicle may be declared a health or safety nuisance when it is found to be:

(1) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;

(2) A point of heavy growth of weeds or other non-toxic vegetation over eight (8) inches in height;

(3) A point of concentration of gasoline, oil, or other flammable or explosive materials;

(4) So located that there is a danger of the vehicles falling or turning over; or

(5) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces of metal, glass, or other rigid materials.

Home occupation means a business, profession, occupation, or trade for the economic gain or support of a resident of the dwelling which is completely contained within the dwelling. The use is operated by the resident of the dwelling, incidental and secondary to the residential use of the lot, and which does not adversely affect the character of the lot or surrounding area.

Home occupation, rural (RHO) means a non-residential use owned and operated by the resident of the dwelling, which is located on the same or an adjacent parcel of land. In general, RHOs are more intensive land uses than home occupations and are therefore subject to the requirements of Article III. Based on the use and occupancy classification, a RHO is subject to the North Carolina Building Code for non-residential use unless otherwise determined by the Rowan County Building Inspection Department.

Homeowners association means a private, nonprofit corporation of homeowners formally constituted for the purpose of owning, operating, and maintaining common properties. Also known as a "declaration of unit ownership" in a condominium development.

Horizontal surface means a horizontal plane one hundred fifty (150) feet above the established airport elevation of seven hundred seventy-~~one~~ **two** (~~771~~) **772** feet mean sea level, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.

Instrument landing system (ILS) means a radio navigation system which provides aircraft with horizontal and vertical guidance prior to and during landing, and at certain fixed points, indicates the distance to the reference point of landing.

Junk means scrap, copper, brass, rope, rags, batteries, paper, trash, rubber or junked, dismantled or wrecked motor vehicles, or parts thereof, iron, steel and other old or scrap ferrous or nonferrous materials.

Junked motor vehicle means a vehicle that does not display a current license plate and:

(1) Is partially dismantled or wrecked; and

(2) Cannot be self-propelled or moved in the manner in which it originally was intended to move.

Junkyard means any establishment or place of business which is maintained, operated, or used for storing, keeping, building, or selling junk or for maintenance or operation of a motor vehicle graveyard. An establishment or place of business which stores or keeps for a period of fifteen (15) days or more material within the meaning of "junk" (as previously defined) which had been derived or created as a result of industrial activity shall be considered to be a junkyard within the meaning of this chapter.

Junkyard Control Act means G.S. Ch. 136, Art. 12, 136-141--136-155 which delegate to the state department of transportation the responsibility to regulate "junkyard" and "automobile graveyards" located on interstate and federal-aid primary system highways.

Kennel means a commercial operation that provides food, shelter, and care of dogs for purposes not primarily related to medical care or engages in the breeding of dogs for sale.

Land division. See term "subdivision."

Landfill means a facility for the disposal of solid waste on land in a sanitary manner in accordance with G.S. Ch. 130A, Art. 9. For the purpose of this chapter, this term does not include composting facilities.

Landowner means an owner of a legal or equitable interest in real property, including the heirs, devisees, successors, assigns, and personal representative of such owner. Also includes a person holding a valid option to purchase land to act as an agent or representative.

Land clearing and inert debris landfill (LCID) means a facility for the land disposal of land clearing waste, concrete, brick, concrete block, uncontaminated soil, gravel and rock, untreated and unpainted wood, and yard trash.

***Legislative decision* means the adoption, amendment, or repeal of a development regulation.**

***Legislative hearing* means a hearing conducted by the Board of Commissioners to solicit public comment and consider appropriate criteria identified in this chapter prior to making a legislative decision.**

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(c) Available with special features enabling off-street or off-highway operation and use.

Livestock facility means any farm structure or improvement used for waste lagoons, animal waste storage areas, poultry houses or hog lots and similar uses.

Lot means a parcel of land or any combination of several parcels of land occupied or intended to be occupied by a principal use or structure, together with accessory structures or uses such as accessways, parking areas, yards, and open spaces required by this chapter.

Lot area means the total area circumscribed by the boundaries of a lot, except that when the legal instrument creating a lot shows the boundary of the lot extending into a public street rights-of-way, then the lot boundary shall be the street rights-of-way, or if the rights-of-way line cannot be determined, a line running parallel to and thirty (30) feet from the center of the traveled portion of the street.

Lot boundary line means a line that divides one lot from another or from a rights-of-way.

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

Lot, double frontage. See term "lot, through."

Lot, flag means a lot which has less than the required amount of frontage on a street and relies on a panhandle-shaped corridor for access to the bulk of the lot.

Lot, interior means a lot other than a corner lot with only one (1) frontage on a street.

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

Lot, reverse frontage means a through lot which is not accessible from one (1) of the parallel or non-intersecting streets upon which it fronts.

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

Lot, through means a lot that has a pair of opposite lot lines along two (2) substantially parallel streets, and which is not a corner lot. Also known as a "double frontage lot."

Lot, zone means that portion of a parcel possessing a specific zoning designation. The zone lot may be the entire parcel.

Lot of record. See term "existing lot".

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means, as defined in G.S. 143-145, a structure transportable in one (1) or more sections, which is eight (8) body feet or more in width, **or forty (40) feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet;** and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes plumbing, heating and electrical systems contained therein. Travel trailers and campers shall not be considered manufactured homes. The term "manufactured home" is the same as a mobile home.

Manufactured home park means a single lot used or intended to be used, leased, or rented, for occupancy by two (2) or more manufactured homes as defined in this section, which are anchored in place by a foundation or other stationary support, to be used for living or commercial purposes of any kind, together with automobile parking space and incidental utility structure and facilities required and provided in connection therewith. This definition shall not include manufactured home sale lots on which unoccupied manufactured homes are parked for purpose of inspection and sales. This definition shall also not include the rental of manufactured home lots and/or spaces located outside the manufactured home park (MHP) district. Rental manufactured home lots and/or spaces shall be subject to all applicable development standards for the district they are located in, including but not limited to skirting requirements of this chapter.

Manufactured home park, family means a manufactured home park, consisting of two (2) or three (3) units in the RA district, or two (2) units in the RR district, occupied by the property owner and/or members of his / her immediate family **as defined by this chapter**~~: to wit, their lineal descendants or antecedents~~. A single manufactured home on a lot shall not constitute a manufactured home park.

Manufactured home space shall mean a plot of land within a manufactured home park designed for the accommodations of a single manufactured home in accordance with the requirements set forth in this section.

Manufactured home, type I means a manufactured home constructed after ~~July 1~~ **June 15**, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction and that satisfies each of

the following additional criteria:

(1) The home has a length not exceeding four (4) times its width;

(2) The pitch of the home's roof has a minimum vertical rise of one (1) foot for each five (5) feet of horizontal run, and the roof is finished with a type of shingle or other roofing material that is commonly used in standard residential construction;

(3) The exterior siding consists of wood, hardboard, aluminum (vinyl covered or painted) or vinyl comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction;

(4) The tongue, axles, transporting lights, and removable towing apparatus are removed after placement on the lot and before a certificate of occupancy is issued.

Manufactured home, type II means a manufactured home which meets all requirements of a manufactured home, type I, except for the length to width ratio.

Manufactured home, type III means a manufactured home that meets or exceeds the construction standards promulgated by the federal department of housing and urban development that were in effect at the time of construction but that does not satisfy the criteria necessary to qualify the house as a type I or type II manufactured home.

Manufactured home, type IV means any manufactured home which was built prior to ~~July 1~~ **June 15**, 1976 or does not meet the criteria for a type I, II, or III manufactured home.

Massage parlor means an establishment or business wherein massage is practiced, including establishments commonly known as health clubs, physical culture studios, massage studios or massage parlors, where massage involves the manipulation of body muscle or tissue by rubbing, stroking, kneading, or tapping, by hand or mechanical device. Establishments meeting the ethical and educational certification requirements to become a member of the American Massage Therapy Association or equivalent state or national standard are not intended to be regulated as an adult use. In addition, this section is not intended to regulate professional physical therapists or other medical practitioners.

Minerals are soil, clay, coal, stone, gravel, sand, phosphate, rock, metallic ore, and any other solid material or substance of commercial value found in natural deposits on or in the earth.

Minimum Design Criteria or "*MDC*" means the requirements set forth in this Chapter for siting, site preparation, design and construction, and post-construction monitoring and evaluation necessary for Rowan County or NC Department of Environmental Quality to issue stormwater permits that comply with State water quality standards adopted pursuant to G.S. 143-214.1.

Mining means the breaking of the surface soil in order to facilitate or accomplish the extraction or removal of minerals, ores, or other solid matter; any activity or process constituting all or part of a process for the extraction or removal of mineral, ores, soils, and other solid matter from its original location; and/or the preparation, washing, cleaning, or other treatment of minerals, ores, or other solid matter so as to make them suitable for commercial, industrial, or construction use.

Model automobile means a small-scale vehicle replica (not including aircraft) having a maximum height of 9.85 inches, a maximum length of thirty-one (31) inches, a maximum wheel base of thirteen (13) inches, and a maximum engine displacement of 3.5 cc. These automobiles are typically powered by battery pack, gasoline, or similar means of movement and may be operated by a hand-held device. This definition does not intend to regulate personal use of these vehicles.

Modular home means sectional dwelling unit consisting of two (2) or more modules or sections which are factory fabricated and transported to the home site where they are put on a permanent foundation and joined to make a single-family dwelling. All such modular homes shall meet all

single-family dwelling requirements of the state Uniform Residential Building Code.

Monopole means a single pole structure, usually self-supporting, used to support antennas.

Motor vehicle means a machine designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle.

Multiconnection private water system means a water supply furnishing potable water to two (2) to fourteen (14) connections of residences or businesses, or any combination thereof, from one (1) well that is not owned and operated by a public entity.

Multifamily dwelling means two (2) or more attached, single living units under the same roof structure and connected by one (1) or more common walls. This includes, but is not limited to apartments, duplexes, condominiums, triplexes, quadruplexes, or other similar buildings which are for sale or rent and intended for human habitation.

Multi-tenant development means a tract of land under common control planned and developed as an integral unit in a single development or planned phases of development. This type of development shall consist of two (2) or more allowed uses sharing common walls. This type of development typically has a unified or coordinated design of buildings and a coordinated organization of service areas and common open space area.

NCDEQ means the North Carolina Department of Environmental Quality.

NCDOT means the North Carolina Department of Transportation.

Noise means any sound which annoys or disturbs humans, or which causes, or tends to cause, an adverse psychological or physiological effect on humans.

Nonconforming lot of record means a lot of record described by a plat or a deed that was recorded prior to the effective date of this chapter (or its amendments) that does not meet the minimum lot size or other development requirements of this chapter.

Nonconforming manufactured home park means a manufactured home park that on the effective date of this chapter or the date of any subsequent amendment thereto, does not conform to one or more regulations set forth in this chapter.

Nonconforming situation means a situation that occurs when, on the effective date of this chapter or as a result of a subsequent amendment, an existing lot or structure or use of an existing lot or structure does not conform to one (1) or more of the regulations applicable to the district in which the lot or structure is located.

Nonresidential development means all development other than residential development, agriculture, and silviculture.

Nudity or *a state of nudity* means any of the following:

(a) The appearance of a human anus, male genitals, female genitals, or the female breast below a point immediately above the top of the areola.

(b) State of dress, which fails to opaquely cover the human anus, male genitals, female genitals, or the female breast below a point immediately above the top of the areola.

Observed right-of-way~~. The~~ **means land** area **associated with a future cross section for a road segment(s)** recognized in the Cabarrus-Rowan Metropolitan Planning Organization**'s** (CRMPO) ~~2002-2030 Long Range~~ **most recent Comprehensive** Transportation Plan **(CTP)** and referenced in Appendix A **of Chapter 22 of the Rowan County Code of Ordinances** that may be utilized for future transportation improvements.

Official maps or plans means any maps or plans officially adopted by the board of commissioners of the county.

Off-site means any area not contained within the boundaries of the site being developed, whether or not the developer owns such land.

Open space means an area of land and/or water which is generally unimproved and is reserved for recreation, resource protection, amenity, or buffer purposes; lacking in manmade structures and reserved for enjoyment in its unaltered state.

Operational area means the dedicated or utilized area necessary for a business function and is characterized by, but not limited to, buildings or warehouses, storage areas or stockpiles, parking and loading areas, sediment ponds and detention areas, etc.

Operation and Maintenance Agreement. An agreement between a developer or owning entity of a stormwater control measure (SCM) and either Rowan County or NC DEQ depending on permitting authority. The agreement requires the developer or owning entity to maintain, repair, or reconstruct the SCMs in accordance with the approved design plans and the Operation and Maintenance Plan. The agreement shall be recorded with the Rowan County Register of Deeds so as to appear in the chain of title for all subsequent purchasers.

Operation and Maintenance Plan. Document specifying all operation and maintenance work necessary for the function of all stormwater control measure (SCM) components, including the stormwater conveyance system, perimeter of the device, inlet(s), pretreatment measures, main treatment area, outlet, vegetation, and discharge point. The operation and maintenance plan shall specify methods to be used to maintain or restore the SCMs to design specifications in the event of failure.

Owning Entity. Any person, firm, trust, partnership, association or corporation, having ownership or controlling interest in development or improvements regulated by this Chapter or Chapter 22 of the Rowan County Code of Ordinances (Rowan County Subdivision Ordinance).

Overlay zone means a special zoning district that covers a specified area and has unique requirements that supplement or supersede any requirements of the underlying, general purpose zoning districts.

Parcel. See term "tract."

Plan, comprehensive land use means the general plan of reference which outlines long-term goals, objectives, and policies for the entire planning territory of the county.

Plan, construction means the map and accompanying text, prepared and submitted under the prescribed conditions set forth in this chapter, which detail required improvements such as streets, fire hydrants, and street lighting.

Plan, erosion and sedimentation control means a plan that outlines the procedure designed to control accelerated erosion and sedimentation resulting from certain land disturbing activities.

Plan, functional means a specialized plan that addresses a single topic, such as a thoroughfare plan, a greenway plan or a capital improvement plan.

Plan, phased development means a plan which has been submitted ~~to the county~~ by a ~~landowner~~ **developer** for phased development which shows the type and intensity of use for a specific parcel or parcels ~~with a lesser degree of certainty than the plan(s) determined by the county to be a site specific development plan. (G.S. 153A-344.1)~~.

Plan, site means a **scaled drawing and supporting text showing the relationship between lot lines and the existing or** ~~plan which demonstrates the~~ proposed use of land and / or

structure~~(s)~~ **or buildings** on a specific parcel(s) **necessary for the review of proposed development, change of use, and other zoning matters, to determine zoning compliance. The site plan may include, but is not limited to, site-specific details such as building areas, setbacks, right of ways or easements, utility lines, parking, access, and stormwater control facilities, that are depicted to show compliance with required development regulations applicable to the project. A site plan may also be approved as part of a conditional zoning decision** ~~will comply with the specifications set forth in this chapter~~. ~~A site plan may be necessary for the review of proposed installation of improvements and construction, changes of use, and for zoning approval.~~

~~*Plan, site specific development* means a plan meeting the requirements of G.S. 153A-344.1, as amended, for approval of a vesting right under that statute.~~

Plan, spill containment means a method that provides detailed instructions of the measures to be employed to contain and remove a hazardous spill.

Planning board means the County Planning Board of Rowan County, North Carolina.

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

Planning director means the director of the Rowan County Planning and Development Department who is authorized to perform the duties and responsibilities as delegated in section 21-314 of this chapter. The Planning Director may be commonly referred to as "county planner" in this chapter and other chapters with this Code.

Plat means a map or plan of a parcel of land which is to be or has been subdivided showing such subdivision.

Plat, final means a map of a land subdivision prepared in a suitable form for recording with the register of deeds which includes necessary affidavits, dedications, and acceptances as well as other information required by the county subdivision ordinance. Also known as a "map for record."

Plat, preliminary means a map of a proposed land subdivision which shows the layout of the parcel or lot, including lots, roads, and other features, in sufficient detail to allow the proposed subdivision to be properly evaluated.

Precision instrument runway means a runway having an existing instrument approach procedure utilizing an instrument landing system (ILS), or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated by an FAA approved airport layout plan; a military service approved military airport layout plan; any other FAA planning document, or military service military airport planning document.

Preferred sites. Public and semi-public locations are preferred sites as opposed to private properties. For purposes of this definition, public sites are those owned or managed by the United States government, the state or the county that provide a governmental function, activity or service for public benefit. Semi-public sites are those facilities or locations owned by a nonprofit organization or group. These sites shall include but may not be limited to volunteer fire departments, schools, churches, civic organizations, etc. Preferred sites shall be subject to the same restrictions and standards of appropriateness as private properties.

Primary SCM means a wet pond, stormwater wetland, infiltration system, sand filter, bioretention cell, permeable pavement, green roof, rainwater harvesting, or an approved new stormwater technology that is designed, constructed and maintained in accordance with the MDC.

Primary surface means a surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the

primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.

Private drive or driveways shall mean any street or road within the manufactured home park, not publicly maintained or publicly dedicated, but utilized as access by the residents of the manufactured home park, their guests, the public and private service vehicles. The term also includes internal drive or street.

Private individual sewage disposal system means a sewage disposal system serving one (1) connection which is usually owned and controlled by a private single entity.

Private individual water supply system means a water supply system whose water supply comes from a single source, usually limited to a well or spring.

Private road means a dedicated rights-of-way or ingress and egress easement to the public, forty-five (45) feet or greater in width containing a roadway which provides or is used primarily for vehicular circulation and is available for use by the general public or by residents of the development but is not maintained by NCDOT or any municipality in the county.

Protected area means the area of a watershed, beyond the critical area, as measured ten (10) miles upstream from an intake or to the ridge line, whichever is closer, and draining to the intake.

~~*Public hearing* means a meeting at which an appointed or elected board accepts public comment about matters relating to this chapter.~~

Public or private sewer system means a means of collecting, transporting and treatment of sewage by a public entity, (e.g. city, town, county, sewer district), or other public body created, pursuant to state, federal and local laws, or any combination thereof acting cooperatively or jointly, or a privately owned state licensed sewer system, for profit or nonprofit firm or corporation. A package treatment plant shall be considered part of a public sewer system if owned by a city, town, county, sewer district, etc., otherwise shall be considered as a private sewer system.

Public or private water system means the provision to the public of piped water by a system with fifteen (15) or more connections or twenty-five (25) or more year round residents owned and operated by a municipality, county or other public entity or a privately owned licensed water supply, for profit or not-profit firm or corporation. This includes the term "community water supply system."

Public road means a dedicated road rights-of-way meeting all minimum construction standards of NCDOT or is maintained by the NCDOT road maintenance program and available for use by the general public.

Public safety tower means a tower or wireless support structure with antennas or other similar devices providing either or both an 800 MHz trunked radio system or conventional 2-way paging systems.

Quasi-judicial decision means **a decision involving the findings of fact regarding a specific application of development regulation and that requires the exercise of discretion when applying the regulation standards made during a quasi-judicial hearing. These decisions include but are not limited to decisions involving variances, special use permits, and appeals of administrative decisions.**

Quasi-judicial hearing **means a hearing to gather competent, material, and substantial evidence in order to make a quasi-judicial decision. Quasi-judicial hearings are also referred to as evidentiary hearings.**

Recreation area or park means an area of land or combination of land and water resources that is developed for active and or passive recreation pursuits with various manmade features that accommodates such activities.

Recreational vehicle (RV) means a vehicle, which is:

(a) Built on a single chassis;

(b) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(c) Designed to be self-propelled or permanently towable by a light duty truck;

(d) Designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use; and

(e) Is fully licensed and ready for highway use.

Recreational vehicle (RV) park means an area or property established to accommodate the set-up, parking, rental, letting or leasing of a site(s) for a recreational vehicle(s). Recreational vehicle parks may also provide sites or spaces for primitive tent camping.

Residence means a home, manufactured home, an apartment, a group of homes, or single room occupied or intended for occupancy as separate living quarters for one (1) or more persons.

Residential development means buildings for residence such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc. and their associated outbuildings such as garages, storage buildings, gazebos, etc. and customary home occupations.

Residential storage facility means an off-premises building classified as the principle structure on a lot, used for the storage of personal property and used in association with an owners residence or current tenant or lessee of the residence. This building is not intended for uses other than storage of personal vehicles, goods or materials.

Residuals means any solid or semi-solid waste generated from a wastewater treatment plant or air pollution control facility permitted under the authority of the environmental management commission.

Required storm depth means the minimum amount of rainfall that shall be used to calculate the required treatment volume or to evaluate whether a project has achieved runoff volume match.

Rezoning means the procedure whereby the zoning designation of a certain parcel**(s)** or portion**(s)** thereof is changed following the provisions set forth in this chapter. **It does not include updating the zoning map to incorporate amendments to the names of zoning districts made by zoning text amendments where there are no changes in the boundaries of the zoning district or land uses permitted in the district. It does include the initial application of zoning when land is added to the county planning jurisdiction, the application of an overlay district, and conditional zoning district designation. A rezoning is also referred to as a zoning map amendment.**

Right-of-way means the base setback line either ~~the line~~ dividing the public rights-of-way currently or a line thirty (30) feet measured in a perpendicular distance and parallel to the centerline of the street pavement, superseded by the observed right-of-way or the area recognized in the Cabarrus-Rowan Metropolitan (CRMPO) ~~2002-2030 Long Range~~ **most recent Comprehensive** Transportation Plan **(CTP)** and referenced in Appendix A **of this chapter** that may be utilized for future transportation improvements.

Road means a dedicated public rights-of-way for vehicular traffic (or a private road when permitted by this chapter). The word "road" includes, but is not limited to, "street, freeway, highway,

expressway, drive, avenue, court, way, place, circle, lane, boulevard, and thoroughfare."

(1) *Classifications of rural roads and urban streets:*

a. *Principal arterial.* A rural link in a highway system serving travel, and having characteristics indicative of, substantial statewide or interstate travel and existing solely to serve traffic. This network would consist of interstate routes and other routes designated as principal arterials.

b. *Minor arterial.* A rural roadway joining cities and larger towns and providing intrastate and innercounty service at relatively high overall travel speeds with minimum interference to through movement.

c. *Major collector.* A road which serves major intracounty travel corridors and traffic generators and provides access to the arterial system.

d. *Minor collector.* A road which provides service to small local communities and links locally important traffic generators with their rural hinterland.

e. *Major thoroughfares.* Major thoroughfares consist of interstate, other freeway, expressway, or parkway roads, and major streets that provide for the expeditious movement of high volumes of traffic within and through urban areas.

f. *Minor thoroughfares.* Minor thoroughfares perform the function of collecting traffic from local access streets and carrying it to the major thoroughfare system. Minor thoroughfares may be used to supplement the major thoroughfare system by facilitating minor through-traffic movements and may also serve abutting property.

g. *Service road.* A road that runs parallel to a principal arterial or interstate and provides indirect access to and from properties or facilities abutting the interstate principle arterial via an interchange.

(2) *Specific types of roads:*

a. *Freeway, expressway or parkway.* Divided multilane roadways designed to carry large volumes of traffic at relatively high speeds. A "freeway" is a divided highway providing for continuous flow of vehicles with no direct access to abutting property or streets and with access to selected crossroads provided via connecting ramps. An "expressway" is a divided highway with full or partial control of access and with grade separations at major intersections. A "parkway" is a highway for noncommercial traffic, with full or partial control of access, and usually located within a park or a ribbon of park development.

b. *Residential collector road.* A local access street which serves as a connector street between local residential streets and the thoroughfare system. Residential collector streets typically collect traffic from one hundred (100) to four hundred (400) dwelling units.

c. *Local road.* A road which serves primarily to provide access to adjacent land over relatively short distances.

d. *Cul-de-sac.* A short street having but one (1) end open to traffic and the other end being permanently terminated and a vehicular turnaround provided.

e. *Frontage road.* A local street or road that is parallel to a full or partial access controlled facility and functions to provide access to adjacent land.

f. *Alley.* A strip of land, owned publicly or privately, set aside primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Runoff treatment means that the volume of stormwater runoff generated from all of the built-upon

area of a project at build-out during a storm of the required storm depth is treated in one or more primary SCMs or a combination of Primary and Secondary SCMs that provides equal or better treatment.

Runoff volume match means that the annual runoff volume after development shall not be more than ten percent higher than the annual runoff volume before development.

Safety fan means an area on a shooting range facility designed to contain all projectiles fired from a shooting range.

Sanitary sewage system means a complete system of sewage collection, treatment and disposal including privies, septic tank systems, connection to public or community sewage system, sewage reuse or recycle systems, mechanical or biological treatment system, or other such systems.

School means any public or private institution for the teaching of children under eighteen (18) years of age which is recognized and approved by the state board of education or other appropriate licensing board.

Search ring means the area within which a wireless support structure or wireless facility must be located in order to meet service objectives of the wireless service provider using the wireless facility or wireless support structure.

Secondary SCM means an SCM that does not achieve the annual reduction of Total Suspended Solids (TSS) of a "Primary SCM" but may be used in a treatment train with a primary SCM or other Secondary SCMs to provide pre-treatment, hydraulic benefits, or a portion of the required TSS removal.

Septic tank system means a subsurface sanitary sewage system consisting of a septic tank and a subsurface disposal field.

Service station. See term "automobile repair facility."

Semi-nude or *in a semi-nude condition* means a state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breast, as well as portions of the body covered by supporting straps or devices. This definition shall not include any portion of the cleavage of female breast, exhibited by a dress, blouse, leotard, bathing suit, or other wearing apparel provided the areola is not exposed in whole or in part unless the individual exhibits activity defined in a sexual encounter center or section (c) of an adult cabaret.

Sewage means the wastewater, and its contents, kitchen, bathroom, toilet, lavatory and laundry of any residence, business establishment, industrial plant, institution or any public building.

Sexual encounter center means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration:

(a) Physical contact in the form of wrestling or tumbling between persons of the opposite sex, or

(b) Activities between male and female persons and/or persons of the same sex when one or more of the persons appear in a nude or semi-nude condition or in lingerie.

Shooting range means an area designed and improved to encompass shooting stations or firing lines, target areas, berms and baffles, and other related components.

Shooting range facility means a public or private facility, including individual shooting ranges, safety fans or shotfall zones, structures, parking areas, and other associated improvements, designed for the purpose of providing a place for the discharge of various types of firearms or the practice of archery. This definition does not include incidental target practice areas on private

property, turkey shoots meeting the standards for exemption noted in section 21-279, government facilities, or occasional "sighting-in" of firearms.

Shooting station means a fixed point from which firearms or arrows are discharged.

Shotfall zone means an area within which the shot or pellets contained in a shotgun shell typically fall.

Shrub means a woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground; may be deciduous or evergreen.

Sight distance triangle means the area at the intersection of two (2) roads or streets that is designated as necessary for safe ingress and egress, and which must be kept clear of obstructions.

Sign means an object, display, or structure, or portion thereof, which is located outdoors and is used to advertise, identify, display, direct, or allot attention to an object, person, institution, organization, business, product, service, event, or location through the use of words, letters, figures, designs, symbols, colors, or illumination.

Sign face means the surface of a sign where copy, message, or advertisements are attached for display to the public, including any parts of the sign structure upon which such information is located.

~~*Sign, incidental* means any sign that is used for a purpose other than to identify or bring attention to a particular establishment. These may include, but are not limited to, entrance, exit and parking signs.~~

Sign, on-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered on the premises which the sign is located.

Sign, off-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a site other than the premises on which the sign is located.

Single-family dwelling means a detached dwelling unit constructed on-site (site built) or in modules or sections joined together on-site (modular) in compliance with the North Carolina State Building Code and designed for or occupied by one family.

Slow response means a measuring technique to obtain an average value when measuring a noise level that fluctuates over a range of four (4) dB or more. By way of illustration only, a sound level meter set on "slow response" would record a sound level between two (2) and six (6) decibels less than the reading for a steadying signal of the same frequency and amplitude when a tone of one thousand (1,000) Hz and for a duration of 0.5 seconds is applied.

Solar Collector means a device that absorbs solar radiant energy for use as a source of energy. The surface area is identified as all portions that absorb solar energy excluding frames, supports, and mounting hardware.

Solar Energy means radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System means any component(s) and subsystem(s) designed or required to collect, store or convert solar energy into electric or thermal energy for use or sale. This term includes, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems and solar hot water systems, but is not intended to include incidental systems that generate a minimal level of electricity typically used to power signs, wells, gates, fences, or similar ancillary uses. A solar energy system is classified as one of the following types:

Residential – Ground mounted system having a solar collector area of six thousand (6,000) square feet or less primarily used to provide or off-set power to a residence on site

Non-Residential – Ground mounted system that will provide or off-set power to the non-residential operation(s) on site

Roof Mounted – A system mounted on the roof or wall of a residence, business or accessory structure(s)

Utility Scale – A solar energy system that is typically tied to the electric grid to generate power for sale or off-site use and does not qualify as a Residential, Non-Residential or Roof Mounted system defined herein.

Solid Waste and Recycling Convenience Center means a facility operated by Rowan County for the purpose of fulfilling its solid waste and recycling service responsibilities to the public defined in ~~NCGS~~ **G.S.** 130A-309.09A. Convenience centers typically include a structure(s) for administrative operations (personnel, storage, etc.) and an arrangement of mobile containers used to collect and store local solid waste and assorted recyclables until transported to an off-site location for disposal and / or processing. These facilities may also accommodate the temporary and incidental storage of collected bulky or oversized materials along with miscellaneous other materials outside of containers.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1983) or the latest approved version thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter and weighting network used to measure sound pressure levels.

Specified anatomical areas means less than completely and opaquely covered human genitals, pubic region, buttock, or female breast below a point immediately above the top of the areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

***Special use permit* means a permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgement and discern be exercised and compliance with specific standards.**

Specified sexual activities means any of the following:

(a) Human genitals in a state of sexual stimulation, arousal, or tumescence; or

(b) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; or

(c) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or

(d) Masturbation, actual or simulated; or

(e) Masochism, erotic or sexually-oriented torture, beating or the infliction of pain; or

(f) Erotic or lewd touching, fondling, or other contact with an animal by a human being; or

(g) Human excretion, urination, menstruation, vaginal or anal irrigation.

Stable, commercial means a commercial operation where horses are kept for purposes such as

breeding, boarding, hire, or sale.

Stable, private means a structure in which horses are kept for private use.

Storm drainage facilities means the system of inlets, conduits, channels, ditches, and appurtenances which serve to collect and convey stormwater through and from a given drainage area.

Storm, ten year means the surface runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in ten (10) years, and of a duration which will produce the maximum peak rate of runoff, for the watershed of interest under average antecedent wetness conditions.

Stormwater Control Measure or "*SCM*," also known as "Best Management Practice" or "BMP," means a permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.

Stormwater runoff means the direct runoff of water resulting from precipitation in any form.

Streambank-shoreline stabilization means the methods employed in order to assure streambank or shoreline stability for aesthetic, ecological or recreational purposes.

Street means a right-of-way or easement greater than thirty (30) feet in width containing a roadway which provides or is used primarily for vehicular circulation. This definition also includes but is not limited to the terms "road," "drive," "highway," "avenue," "way," "court," "place," "circle," and "land."

Street jog means the distance between the centerlines of two (2) streets which intersect on opposite sides of the same road.

Street, cul-de-sac means a permanent dead-end street which has one (1) end open to traffic and terminates in a circular turnaround.

Street, private means a street right-of-way serving lots dedicated for the use of the property owners and their guests and maintained, or intended to be maintained, by a homeowners association.

Street, public means a street right-of-way dedicated for public use and maintained or intended to be maintained by the NCDOT.

Street (road) means a right-of-way for vehicular traffic that affords the principal means of access to abutting properties.

Structure means anything constructed or erected, including but not limited to buildings, which requires location on the land or attachment to something having permanent location on the land.

Structure, accessory means a minor structure that is located on the same lot as a principal structure and is used incidentally to a principal structure or contains an accessory use.

Structure, principal means the primary structure on a lot or a structure that contains a principal use.

Subdivider means a person, firm or corporation who subdivides or develops any land deemed to be a subdivision as defined in this section.

Subdivision means all divisions of a lot or parcel of land into two (2) or more lots, building sites, or other divisions when any one (1) or more of those divisions ~~are~~ **is** created for the purpose of

sale or building development (whether immediate or future) and shall include all division of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this ordinance:

(1) The combination or recombination of portions of previously subdivided and recorded lots where the **total number of lots is not increased and the** resultant lots are equal to or exceed the standards of ~~this~~ chapter **22 of the code of ordinances**.

(2) The division of land into parcels greater than ten (10) acres where no street rights-of-way dedication is involved.

(3) The public acquisition by purchase of strips of land for the widening or opening of streets.

(4) The division of a lot in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street rights-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of ~~this~~ chapter **22 of the code of ordinances**.

(5) The division of a lot into plots or lots used as a cemetery.

(6) Land divided by a will**, intestate succession defined by Chapter 29 of the G.S.,** or the courts for the purpose of dividing up a deceased person's property.

Subdivision, family means a subdivision of not more than three (3) lots plus the residual lot conveyed by the property owner to members of his / her immediate family as defined in this ordinance.

Subdivision, major means a major subdivision and defined as a subdivision where:

(1) New roads are proposed or rights-of-way are dedicated; or

(2) More than eight (8) lots are created after the subdivision is completed.

Subdivision, minor means a minor subdivision and defined as a subdivision where:

(1) No new roads are proposed, or road rights-of-way dedicated; and

(2) Where eight (8) or fewer lots will result after the subdivision is completed.

Subdivision, minor, special exception **means a subdivision that complies with subsection (a) and (b):**

(a) Subject parcel to be divided meets the following:

a. In single ownership;

b. Not exempted under section 22-6 (b);

c. Has not been divided under this section in the past ten (10) years; and

d. Greater than five (5) acres.

(b) After division, no more than three (3) lots are established meeting the following standards:

a. Dimensional requirements from section 21-84 of the Zoning Ordinance;

b. Use of the lots conform to section 21-113 of the Zoning Ordinance; and

c. A permanent means of ingress / egress is recorded for each lot.

Parcels created under this provision may not be further divided as a family subdivision.

Subgrade means that portion of the roadbed prepared as a foundation for the pavement structure.

Substantial modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

a. Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) or (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.
b. Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.
c. Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

System Area means all the land within the fenced perimeter of a Non-Residential or Utility Scale ground mounted solar energy system.

Temporary family health care structure means a transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code, G.S. 143-139.1(b), and G.S. ~~160A-383.5~~ **160D-914**.

Tower means any structure whose primary function is to support an antenna. As its use relates to supporting wireless facilities, the term 'tower' is synonymous with the term 'wireless support structure'.

Tract means a lot or parcel of land or a contiguous combination of two (2) or more parcels of land in one (1) ownership.

Transitional surface means the surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

Tower means any structure whose primary function is to support an antenna. As its use relates to supporting wireless facilities, the term 'tower' is synonymous with the term 'wireless support structure'.

Tower height means the vertical distance measured from the tower base to the highest point on a telecommunications or broadcast tower, including any antennas or other equipment affixed thereto, but excluding any lighting protection rods extending above the tower and attached equipment.

Townhome means a subdivision of individual, attached dwelling units in conjunction with land division.

Turkey shoots means shotgun shooting competitions open, for a fee, to the public in which prizes, typically a frozen turkey or other food items are given to winners as a prize.

Use means the activity or function that actually takes place or is intended to take place on a zone lot.

Use, accessory means a use that is incidental to the primary use which is conducted on the zone lot.

Use, ~~conditional~~ **special** means a use that has some special characteristics attendant to its operation or installation, such as potential danger or noise, which is only permitted in a district subject to a permit hearing and additional restrictions or conditions which are different from the usual requirements of the applicable zoning district.

Use, nonconforming means a situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. The term also refers to the activity that constitutes the use made of the property.

Use permit means any use, as designated in this chapter, that is by right allowed to occur within a specific zoning district.

Use, primary means a use that is the major activity which is conducted on the zone lot.

Vacate means to leave unoccupied.

Variance, watershed means permission to develop or use property granted by the watershed review board relaxing or waiving a water supply watershed management requirement adopted by the environmental management commission that is incorporated into this chapter.

Variance, major watershed means a variance that results in one (1) or more of the following:

a. The complete waiver of a management requirement; or

b. The relaxation, by a factor of more than ten (10) percent, of any management requirement that takes the form of a numerical standard; or

c. The relaxation of any management requirement that applies a development proposal intended to qualify under the high density option.

Variance, minor watershed means a variance that does not qualify as a major variance.

Vectors means any organisms that carry disease-causing micro-organisms from one (1) host to another (e.g. rats, mosquitoes, etc.).

Vegetated conveyance means a permanent, designed waterway lined with vegetation that is used to convey stormwater runoff at a non-erosive velocity within or away from a developed area.

Vegetated setback means an area of natural or established vegetation adjacent to surface waters, through which stormwater runoff flows in a diffuse manner to protect surface waters from degradation due to development activities.

Vested rights means **the right to undertake and complete the development and use of property under the terms and conditions of an approval secured in section 21-11 of this chapter or common law.** ~~those projects that are built or those projects that at a minimum have established a vested right under state law as of February 16, 1998, based on at least one (1) of the following criteria:~~

~~(1) Having an outstanding valid building permit as authorized by G.S. 153A-344.1; or~~

~~(2) Having expended substantial resources (time, labor, money) and having an approved site~~

~~specific or phased development plan as authorized by G.S. 153A-344.1 and G.S. 160A-385.1.~~

Viewshed is the geographic area within a three hundred sixty-degree view from a defined observation point.

Violation means failure on the part of any person to comply with the provisions of this chapter.

Visible means capable of being seen without visual aid by a person of normal acuity.

~~*Wall sign* means a sign which is applied to the exterior of any building and projecting not more than twelve (12) inches from the wall.~~

Watercourse means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, or lake.

Water dependent structure means any structure for which the use requires access to, or proximity to, or citing within surface waters to fulfill its basic purpose, such as boat ramps, boat houses, docks and bulkheads. Ancillary facilities such as restaurants, outlets for boat supplies, parking lots and commercial boat storage areas are not "water dependent structures."

Watershed means the entire land area contributing surface drainage to a specific point (e.g., the water supply intake).

Winery refers to a manufacturing facility or establishment engaged in the processing and bottling of grapes to produce wine or wine-like beverages as defined by the G.S. Facilities may include incidental activities such as wine tasting and associated retail sales. Operations used for bona fide farm purposes as defined by the G.S. are exempt from zoning.

Wireless facility means the set of equipment and network components, exclusive of the underlying wireless support structure or tower, including antennas, transmitters, receivers, receivers base stations, power supplies, cabling, and associated equipment necessary to provide wireless data and wireless telecommunications services to a discrete geographic area.

Wireless support structure means a new or existing structure, such as a monopole, lattice tower, or guyed tower that is designed to support or capable of supporting wireless facilities. A utility pole is not a wireless support structure.

Working days means days ~~as applicable to the water supply watershed provisions of this chapter~~, **when the associated office is open for the transaction of business** exclusive of Saturday**,** ~~and~~ Sunday**, and recognized holidays**~~, during which weather conditions or soil conditions permit land disturbing activity to be undertaken~~.

***"Written" or "in writing"* means written communication, including by electronic mail, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.**

Yard means an open area which is unoccupied and unobstructed from the ground upward except as may be expressly provided in an ordinance.

Yard, front means an open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street and the front line of the building, projected to the side lines of the lot. For the purposes of determining required setbacks, "street" shall include all ingress / egress easements and right-of-ways.

Yard, rear means an open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the rear property line and the rear line of the building, projected to the side lines of the lot.

Yard, side means an open, unoccupied space on the same lot with a principal building, situated between the front line and rear line of the building, projected to the side lines of the lot.

Yard, side street means an open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street and the side line of the building, projected to the front and rear lines of the lot. For the purposes of determining required setbacks, “street” shall include all ingress / egress easements and right-of-ways.

Zone lot means a parcel of land, or portion thereof, that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such setbacks and other open spaces as required by the zoning regulations.

Zoning means the designation of a particular property or portion thereof using one (1) of the zoning designations contained in this chapter.

Zoning administrator means, except as otherwise expressly provided, the ~~person or persons,~~ **individual** ~~and~~ **or** ~~his (~~their~~)~~ designee(s)~~,~~ who are primarily responsible for ~~the administration and enforcement of~~ **making administrative decisions regarding** this chapter. The term "staff" or "planning staff" or "administrator" ~~is~~ **may** sometimes **be** used interchangeably with the term "zoning administrator."

Zoning district means a mapped portion of the county to which a uniform set of regulations relating to use of land, premises, and buildings apply. Includes the term "zone." **These districts include general (also referred to as conventional) districts, in which a variety of uses are permitted uses or uses by right and uses allowed with a special use permit; conditional districts, which include site plans and individualized development conditions imposed; and overlay districts, which include different requirements imposed on properties within one or more underlying general or conditional districts.**

Zoning permit means a permit issued by the zoning administrator which authorizes the right to undertake and complete the development and / or use of property under the terms and conditions of such permit provided that such action is commenced within one (1) year of the date of issuance and provided that all other permits are obtained. **A zoning permit expires if work or activity is discontinued for a period of one (1) year after work has commenced.**

(Ord. of 1-19-98, § II; Ord. of 2-1-99(1); Ord. of 10-18-99(1); Ord. of 1-15-01; Ord. of 5-21-01(1); Ord. of 5-21-01(2); Ord. of 11-19-01(1); Ord. of 11-19-01(2); Ord. of 12-3-01; Ord. of 3-18-02(2); Ord. of 5-19-03; Ord. of 8-16-04; Ord. of 10-4-04; Ord. of 10-18-04; Ord. of 11-15-04; Amend. of 3-7-05; Amend. of 7-1-05; Amend. of 2-20-06(1); Amend. of 8-20-07; Amend. of 4-21-08; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 9-6-11; Amend. of 3-5-12; Amend. of 1-22-13; Amend. of 3-4-13; Amend of 12-2-13; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 10-17-16; Amend of 6-4-18; Amend. of 2-4-19; Amend. of 8-19-19; Amend. of 9-3-19)

Sec. 21-5. Jurisdiction.

This chapter governs the development and use of land within the area of the county as shown in the Official Zoning Map of Rowan County (hereafter referred to as the "zoning map," as formally adopted by the county board of commissioners.) The official copy of the zoning map shall hereafter be located in the office of the county planning department. Such area may include any parcel of land not located within the zoning jurisdiction of any municipality. The zoning map shall be incorporated and made part of this chapter. **A parcel(s) located partially within the county’s**

zoning jurisdiction and an adjacent local government's zoning jurisdiction may petition for a mutual agreement resolution adopted by each governing board to assign exclusive planning and development regulation jurisdiction in accordance with G.S. 160D-203 and 204.

(Ord. of 1-19-98, § I)

Sec. 21-6. Bona fide farms exempt.

This chapter shall not apply to bona fide farms, except that nonfarm uses on farms may be regulated by this chapter.

(Ord. of 1-19-98, § I)

Sec. 21-7. Severability.

If any section or specific provision or standard of this chapter, or any zoning district boundary is found by a court to be invalid, the decision of the court shall not affect the validity of any other section, provision, standard, or district boundary of these regulations except the provision in question. The other portions of these regulations not affected by the decisions of the court shall remain in full force and effect.

(Ord. of 1-19-98, § I)

Sec. 21-8. Abrogation.

It is not intended that this chapter repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinance or law except any ordinance which this chapter specifically replaces. It is not intended that these regulations shall interfere with any easement, covenants, or other agreements between parties. However, if the provisions of these regulations impose greater restrictions or higher standards for the use of a building or land, for yards, or for the size of structures than is called for by other ordinances, permits, easements, or agreements, then the provisions of this chapter shall govern.

(Ord. of 1-19-98, § I)

Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

(a) Use, occupancy or sale of any land or buildings; or authorization or permitting the use, occupancy or sale of land or buildings shall comply with all applicable provisions of this chapter, including article VI, Nonconforming Situations. **As such, all development approvals identified by this chapter shall require written approval prior to the commencement of such activity.**

(b) For the purpose of this article, "use" or "occupancy" of a building or land relates to anything and everything that is done to, on, or in that building or land.

(Ord. of 1-19-98, § I; Amend. of 3-7-05)

Sec. 21-10. Relationship to other ordinances.

If zoning districts are established for all land in the county located outside the established zoning jurisdiction of any municipality, the following ordinances shall be repealed: the county

mobile home park ordinance, the county watershed protection ordinance and the county junked motor vehicle and automobile salvage yard ordinance. Unless specified in this section, it is not intended that this chapter will in any way repeal, annul or interfere with any rules, regulations or permits which were legally adopted or issued under previous ordinances for the use or development of land or structures. Finally, it is not intended that this chapter will interfere with any easements, covenants or other agreements between parties. However, if the provisions of this chapter impose greater restrictions or higher standards for the use of a building or land, or for yards or size of structures than is called for by other ordinances, permits, easements or agreements, then the provisions of this chapter will take precedence over the others and will control the use or development, except as otherwise provided in this chapter.

(Ord. of 1-19-98, § I)

Sec. 21-11. Permit choice, ~~Zoning~~ vested rights, and site-specific vesting plans.

~~(a)~~ Pursuant to G.S. ~~153A-344.1~~ **143-755, 160D-108, and 160D-108.1, ~~a~~ provisions to secure a permit choice,** vested right**, or site-specific vesting plan shall be as follows:** ~~to undertake and complete the development and use of property under the documented terms, any associated conditions, and approved site plans may be established for any one (1) of the following:~~

~~(1) Site plan approval by the board of commissioners;~~

~~(2) Conditional or special use permits;~~

~~(3) Conditional zoning district;~~

~~(4) Multi-family or multi-unit development plans.~~

~~(b) The approved plans and associated conditions for these districts constitute, for purposes of G.S. 153A-344.1 (site specific development plans). A right which has been vested as provided in this section shall remain vested for a period of two (2) to five (5) years as determined by the board of commissioners. Approval of a vested right pursuant to this section shall require a public hearing as provided in G.S. 153A-344.1 subject to public notice requirements from section 21-315 (1) a - c. The approving authority in its sound discretion may establish a vesting period exceeding the two-year minimum, where the petitioner shows that extending the period is warranted by relevant circumstances, including but not limited to the size and phasing of the development or the level of investment. The need for the development modifications or amendments to a plan do not extend the vesting period unless expressly provided by the appropriate board when making the amendment. A vested right obtained under this section is not a personal right, but shall attach to and run with the subject property. The vested right shall terminate at the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed.~~

(a) *Permit choice*. In accordance with G.S. 143-755, if a development regulation is amended between the time a completed development permit application was submitted and a permit decision is made or if an applicable regulation is amended after the application is wrongfully denied or after an illegal condition is imposed, as determined in a proceeding challenging the permit denial or the condition imposed, the applicant may choose which adopted version of the development regulation will apply. The applicant is not required to await the outcome of the amendment prior to acting on the application. However, any provision of the applicant's chosen version determined to be illegal for any reason shall not be enforced upon the applicant without the written consent of the applicant.

(1) If a completed permit application is placed on hold at the request of the applicant for a period of six (6) consecutive months or more, or the applicant fails to respond to comments or provide additional information reasonably requested for a period of six consecutive months or more, the application review is discontinued and the development regulations in effect at the time permit processing is resumed apply to the application.

(2) Aggrieved parties may apply to the appropriate division of the General Court of Justice for an order compelling compliance with this section.

(b) *Vested rights*. The establishment of a vested right under this subsection does not preclude vesting under one or more subsections or vesting by application of common law principles. A vested right, once established as provided for in this subsection or by common law, precludes any action that would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property allowed by the development regulation(s), except where a change in state or federal law mandating local government enforcement occurs after the development application is submitted that has a fundamental and retroactive effect on the development or use.

(1) *Process to claim a vested right*. A person claiming a statutory or common law vested right may submit information to substantiate that claim to the zoning administrator who shall make an initial determination as to the existence of the vested right. The decision of the zoning administrator may be appealed under section 21-331. Alternatively, a person claiming a vested right may bring an original civil action to superior court.

(2) *Duration of vesting*. Upon issuance of a development approval, the statutory vesting granted in section 21-11(b)(1) for a development project is effective upon filing of the application in accordance with section 21-11(a), for so long as the permit remains valid pursuant to law. Unless otherwise specified in this chapter all development approvals expire one (1) year after issuance unless work has substantially commenced. For the purposes of this section, a permit is issued either in the ordinary course of business by planning staff or as a court directive.

Unless a longer vesting period is provided herein, the statutory vesting granted by this section, once established, expires for an uncompleted development project or a non-conforming use of property if development work or property use is intentionally and voluntarily discontinued for a period of twenty-four (24) consecutive months. The twenty-four (24) month discontinuance period is automatically tolled during the pendency of any BOA or court proceeding regarding the validity of a development permit, the use of the property, the existence of the statutory vesting period granted by this section, or litigation involving the project or property that is the subject of the vesting.

(3) *Multiple permits for development project*. Subject to section 21-11(b)(2), where multiple development approvals are required to complete a development project, the development permit applicant may choose the version of each development regulation applicable to the project upon submittal of the application for the initial development permit. This provision is applicable only for those subsequent development permit applications filed within eighteen (18) months of the date following the approval of an initial permit. For purposes of

the vesting protections of this subsection, an erosion and sedimentation control permit is not an initial development permit.

(4) *Phased development plan*. A phased development is vested for the entire development with the regulations in place at the time a plan approval is granted for the initial phase of the development. A right which has been vested as provided for in this subsection remains vested for a period of seven (7) years from the time a plan approval is granted for the initial phase of the development. For the purposes of this section, a phased development means:

a. Contains at least twenty-five (25) acres;

b. Submitted for development approval to occur in more than one phase; and

c. Subject to a master development plan with committed elements showing the type and intensity of each phase.

(5) *Continuing review*. Following issuance of a development approval, planning staff may make subsequent inspections and reviews to ensure compliance with the applicable development regulations in effect at the time of the original application.

(6) *Amendments*. Amendments in development regulations are not applicable without the written consent of the owner with regard to any of the following:

a. Buildings or uses of buildings or land for which a development permit application has been submitted and subsequently issued in accordance with section 21-11(a).

b. Subdivisions of land for which a development permit application authorizing the subdivision has been submitted and subsequently issued in accordance with section 21-11(a).

c. A site-specific vesting plan pursuant to section 21-11(c).

d. A phased development pursuant to section 21-11(b)(4).

e. A vested right established by the terms of a development agreement authorized by Article 10 of G.S. 160D.

(7) *Miscellaneous provisions*. The vested rights granted by this subsection run with the land except for the use of land for outdoor advertising governed by G.S. 136-131.1 and G.S. 136-131.2. Nothing in this subsection precludes judicial determination, based on common law principles or other statutory provisions, that a vested right exists in a particular case or that a compensable taking has occurred. Except as expressly provided in this section, nothing in this section shall be construed to alter the existing common law.

(c) *Site-specific vesting plans*.

(1) *Site-specific vesting plan*. In accordance with G.S. 160D-108.1, a site-specific vesting plan means a plan submitted pursuant to this subsection describing with reasonable certainty the type and intensity of use for a specific parcel(s). The plan may be any one or more of the following plans or approvals: a planned development subdivision, a subdivision plat, a site plan, a special use permit, or a conditional zoning district in accordance with section 21-281(2). Information required for each type of plan or approval shall be as defined for the specific development approval indicated in this or other applicable chapters of the Rowan County Code of Ordinances. Plans which fail to describe with reasonable certainty the type and intensity of use for a specified parcel(s) may not constitute a site-specific vesting plan. A variance shall not constitute a site-specific vesting plan and approval of a site-specific vesting plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.

(2) *Establishment of Vested Right*. A vested right is established with respect to any property upon the valid approval, or conditional approval, of a site-specific vesting plan as provided in this subsection. Such a vested right confers upon the landowner the right to undertake and complete the development and use of the property under the terms and conditions of the site-specific vesting plan, including any amendments thereto.

(3) *Approval and amendment of plans*. If a site-specific vesting plan is associated with a development requiring administrative approval, a legislative hearing and notice in accordance with section 21-315 (1)(a) – (c) shall be provided to consider the vesting plan once the development plan(s) has been reviewed and approved by staff. Site specific vesting plans for all other specified plans or approval types herein shall be subject to the same notice and hearing type for the underlying development approval and should be combined into a single notification for each type identified in section 21-315 (1)(a) – (c).

The Board of Commissioners may approve a site specific vesting plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety, and welfare. Landowners will not be required to waive their vested right as a condition of development approval. A site-specific vesting plan shall be deemed approved upon the effective date of the board's decision approving the plan or another date as determined by the board. An approved site-specific vesting plan and its conditions may be amended with the approval of the owner and the planning director if considered a minor change in accordance with section 21-58(f)(1). All other changes must be reviewed and approved in the same manner as the original approval.

(4) *Continuing review*. Following approval or conditional approval of a site-specific vesting plan, the board may elect to require subsequent reviews and approvals by the Planning Department to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with the original approval. The board may, pursuant to G.S. 160D-403(f), revoke the original approval for failure to comply with applicable terms and conditions of the original approval or applicable regulation.

(5) *Duration and termination of vested right.*

a. A vested right for a site-specific vesting plan remains vested for a default period of two (2) years or up to five (5) years if warranted by the size

and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions, or other considerations as determined by the board in accordance with this subsection. This vesting shall not be extended by any amendments or modifications to a site-specific vesting plan unless expressly provided by the board.

b. Upon issuance of a building permit, the provisions of G.S. 160D-1111 and G.S. 160D-1115 apply, except that the permit does not expire and shall not be revoked because of the running of time while a vested right under this section is outstanding.

c. A right vested as provided in this subsection terminates at the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed.

(6) *Exceptions*. The provisions of this section are subject to the following:

a. A vested right, once established, precludes any zoning action that would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in an approved site specific vesting plan, except when any of the following conditions are present:

1. The written consent of the affected landowner.

2. Findings made, after notice and a quasi-judicial hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the approved vested right.

3. Findings made, after notice and a quasi-judicial hearing, that the landowner or their agent intentionally supplied inaccurate information or made material misrepresentations that made a difference in the approval by the board.

4. The enactment or promulgation of a State or federal law or regulation that precludes development as contemplated in the approved site-specific vesting plan, in which case the board may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the plan, after notice and a quasi-judicial hearing.

5. The affected landowner receives compensation in accordance with G.S. 160D-108.1(f)(1)(c).

b. The establishment of a vested right under this section does not preclude the application of subsequent overlay zoning or ordinance change that impose additional requirements that do not affect the allowable type or intensity of use. Otherwise applicable new regulations become effective with respect to property that is subject to a site-specific vesting plan upon the expiration or termination of the vested rights period provided for in this subsection.

c. Notwithstanding any provision of this section, the establishment of a

vested right under this subsection shall not preclude, change, or impair the authority to adopt and enforce standards regulating nonconforming situations or uses.

(7) *Miscellaneous Provisions*.

a. A vested right obtained under this subsection is not a personal right but shall attach to and run with the applicable property.

b. Nothing in this subsection shall preclude judicial determination, based on common law principles or other statutory provisions, that a vested right exists in a particular case or that a compensable taking has occurred. Except as expressly provided in this section, nothing in this subsection shall be construed to alter the existing common law.

(Ord. of 1-19-98, § I; Amend. of 4-21-14; Amend. of 9-6-16)

Sec. 21-12. Fees.

Reasonable fees to cover the administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, ~~sign permits, conditional~~ **special** use permits, zoning amendments, variances and other administrative relief. The amount of fees charged shall be established by the board of commissioners. Fees shall be paid upon submission of a signed application or notice of appeal.

(Ord. of 1-19-98, § I)

Sec. 21-13. Enforcement.

(a) *Authority of zoning administrator.* The provisions of this chapter shall be enforced by the zoning administrator.

(b) *Zoning administrator procedures.* It shall be the duty of the administrator to initiate proceedings for enforcement of these regulations.

(1) *Notice of Violation (NOV).* If the administrator discovers a violation of these regulations, the administrator shall **provide a written notice of violation (NOV) informing** ~~notify~~ the violator of the specific violation and give ~~the violator~~ a specific time to correct the violation. **The NOV shall be delivered to the holder of a development approval, if applicable, and the property owner by personal delivery, electronic delivery, or first-class mail and may be provided to the occupant of the property or person undertaking the work or activity. The NOV may be posted on the property. The administrator or staff member delivering the NOV shall certify that the order was delivered and maintain documentation provided with associated dates.** If the violation continues or is not corrected, or a request for an appeal or variance**, if applicable,** as provided in article XIII is not filed, the administrator shall initiate proceedings for enforcement as described in this article.

(2) *Stop work orders*. Whenever any work or activity subject to the standards of this Chapter is undertaken in substantial violation or in a manner that endangers life or property, staff may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped. The order shall be in writing,

directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefore, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval, if applicable, and owner of the subject parcel in by personal delivery, electronic delivery, or first-class mail. The administrator or staff member delivering the stop work order shall certify that the order was delivered and maintain documentation provided with specific dates. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.

(Ord. of 1-19-98, § I; Amend. of 11-2-09)

Sec. 21-14. Violations and penalties.

(a) *Civil penalties.*

(1) In addition to other remedies cited in this chapter for the enforcement of these provisions, this chapter may be enforced through the issuance of citations by the county. These citations shall be in the form of a civil penalty. The county may recover this penalty within seventy-two (72) hours after issuing a citation for a violation. In addition, failure to pay the civil penalty may subject the owner to civil action in the nature if debt of the penalty is not paid in the prescribed period of time.

(2) The following civil penalties are established for violations under this chapter:

a. Warning citation . . . No penalties

b. First citation . . . $ 25.00

c. Second citation for the same offense . . . 50.00

d. Third and subsequent violations for the same offense . . . 100.00

Upon issuance of a warning citation, first citation or second citation, the owner or developer shall have seven (7) days to correct the violation or make satisfactory progress to correct the violation before additional penalties are assessed. Upon issuance of the third citation, each additional day's violation is a separate and distinct offense and shall incur an additional one-hundred-dollar fine.

(b) *Misdemeanor citations.* Any person who knowingly or willfully violates this chapter, or who knowingly or willfully initiates unapproved actions shall be guilty of a misdemeanor punishable by imprisonment not to exceed thirty (30) days, or by a fine not to exceed fifty dollars ($50.00).

(c) *Injunctive relief.* Whenever the county attorney has reasonable cause to believe that any person is violating or threatening to violate this article or any term, condition, or provision of approval, the county attorney may, either before or after the institution of any other action or proceeding authorized by this chapter, institute a civil action in the name of the county for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county. Upon determination by a court that an alleged violation is occurring or is threatened, it shall enter such orders or judgments as are necessary to abate the violation or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to such proceedings from any civil or criminal penalty prescribed for violations of this chapter.

(Ord. of 1-19-98, § I)

Sec. 21-15. Effective date.

This chapter shall take effect and be in full force from and after February 16, 1998.

(Amend. of 3-7-05)

Sec. 21-16. Adoption.

Duly adopted by the Rowan County Board of Commissioners of Rowan County, North Carolina the nineteenth day of January 1998 and subsequent amendments.

(Amend. of 3-7-05; Amend. of 4-21-14)

Secs. 21-17--21-30. Reserved.

ARTICLE II. GENERAL AND OVERLAY DISTRICTS

Sec. 21-31. Zoning districts established.

(a) The county is hereby divided into a variety of general zoning districts. The purpose and minimum requirements of each zoning district are provided in the appropriate zoning district provisions and in article V. In addition, special overlay district regulations apply for specified areas. The applicability of all zoning districts to individual properties shall be shown on official zoning maps which shall be a part of the zoning ordinance. These maps shall be maintained for public inspection in the offices of the county planning department. Interpretation of zoning district uses and boundaries shall be as provided in article XII and article XIII.

(b) The following general use and overlay districts are established:

(1) *General zoning districts:*

a. Rural Agricultural (RA)
b. Rural Residential (RR)
c. Residential Suburban (RS)
d. Multifamily Residential (MFR)
e. Manufactured Home Park District (MHP)
f. Neighborhood Business (NB)
g. Commercial, Business, Industrial (CBI)
h. 85-ED-1
i. 85-ED-2
j. 85-ED-3
k. 85-ED-4
l. Industrial (IND)
m. Institutional (INST)

(2) *Overlay districts:*

a. Water Supply Watershed (WS).
b. Airport Height (AZO).
c. Agricultural (AO).
d. Manufactured Home Overlay (MHO).

(Ord. of 1-19-98, § III; Ord. of 6-7-99; Ord. of 4-21-03; Amend. of 3-7-05)

Sec. 21-32. General zoning districts defined; purpose and intent.

(a) *Rural Agricultural, 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 ~~conditional~~ **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.

(b) *Rural Residential, RR.* This zoning district is comprised of areas of the county in which moderate levels of single-family housing has occurred or is occurring. In this district, agricultural uses have been replaced to a significant degree with single-family housing. The regulations in this district are intended to provide a land owner with an opportunity to engage in limited business or commercial activities. Multifamily uses are not allowed.

(c) *Residential Suburban, RS.* The purpose of this zoning district is to protect existing residential neighborhoods and promote the creation of more residential neighborhoods. These areas are typically near major thoroughfares and have or could be provided significant infrastructure. Commercial uses, business uses and multifamily uses are generally not allowed.

(d) Multifamily Residential, MFR. This district is intended to allow for a wide range of residential uses and will be the primary location for multifamily development. This district will typically be located near arterials or collectors. The development of multifamily developments within this district cannot be predetermined and cannot be adequately controlled by general district standards. Therefore specific development proposals for multifamily developments in this district shall be reviewed and approved by the board of commissioners. Approval of the site plan may include the addition of reasonable and appropriate standards to the site plan. No other uses allowed in the MFR district shall require site plan approval by the board of commissioners unless expressly required by this chapter. Additional approval standards for multifamily residential developments are listed in article III. The requirements of this district shall not apply to duplexes on individual lots but shall apply to multiple duplexes on an individual lot.

(e) *Manufactured Home Park, MHP.*

(1) This district is established in order to provide for the proper location and planning of manufactured home parks, excluding family manufactured home parks. Special requirements shall be applied to these parks which shall specify improvements to the park to ensure the public health, safety and welfare of the park inhabitants as well as the surrounding area. Designation of an area as being in the MHP district provides design and appearance criteria which are more appropriate for rental manufactured housing and/or spaces, including vinyl or similar skirting, clustering of units and reduced road construction standards. These standards are not applicable to manufactured homes and/or lots located outside a MHP district. This district requires site plan review for development of manufactured home parks by the board of commissioners. This review is required because the use may have particular impacts on the surrounding area and the county as a whole. Approval of the site plan may include the addition of reasonable and appropriate standards to the site plan. No other uses allowed in the MHP district shall require site plan approval by the board of commissioner unless expressly required by this chapter.

(2) Manufactured home parks, existing at the effective date of this chapter and registered as provided by the county mobile home park ordinance are zoned as conforming uses, even though they may not meet the development standards of this chapter. Expansions of the existing registered manufactured home parks or construction of new

manufactured home parks, approved under the county mobile home park ordinance may be initiated or continue unless no work has begun within six (6) months of the date of issuance of a "permit to develop" under that ordinance, or work has ceased for a period of twelve (12) months.

(3) Other manufactured home parks, which meet the intent of this section by having improvements similar to the requirements of this chapter may also be zoned as conforming uses. However, all expansions of any manufactured home park, existing at the effective date of this chapter shall meet all requirements of this chapter unless expressly provided otherwise. Development standards for a manufactured home park are listed in article III.

(f) *Commercial, Business, Industrial, 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.

(g) *Industrial, IND.* This district is intended to provide for industrial activities involving extraction, manufacturing, processing, assembling, storage, and distribution of products. The district is also designed to accommodate other, more intense non-residential uses which generate adverse side effects such as noise, odor or dust. The IND district is generally appropriate in areas identified by an adopted land use plan for industrial corridors, potential development nodes, locations accessible to rail lines and utility infrastructure, and existing industrial areas. These corridors represent significant public and private investment, which should be identified to foster tax base growth and employment opportunities for the citizens. The IND 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.

(h) *Neighborhood Business, NB.* This district is primarily designed to provide rural business opportunities typically in the form of small retail, service, office, and light manufacturing uses to serve the community’s existing and future needs for goods, services, and employment opportunities. Standards within the district are intended to promote context sensitive development appropriately scaled and organized in a manner that would not be detrimental to the surrounding area. Development within this district would contain impacts inherently more intensive than those associated with uses permitted with special requirements in the RA district but significantly less than those in CBI zoned areas. The NB district is generally appropriate in areas identified by an adopted land use plan for rural businesses located on identified minor and major thoroughfares and within community nodes. However, additional consideration may be necessary as some thoroughfare segments would not be conducive to NB designation due to surrounding land use and / or potential negative impacts such as traffic, noise, and visual impacts. Generally, the NB district shall be two (2) acres or larger. However a lot of record, smaller than two (2) acres may be considered for rezoning to NB if the owner of the lot does not own adjacent property which may be included in the rezoning request.

(i) *Institutional, INST.* The purpose of the Institutional district is to recognize and permit the creation of defined areas for the unified and orderly development of major cultural, educational, medical, governmental, religious and other institutions in order to support and enhance their benefits to the community in a manner which protects adjacent residential uses. Trade school

facilities teaching a trade, for example truck driving or welding, which have that activity on site, shall meet zoning requirements for that use.

(Ord. of 1-19-98, § III; Ord. of 2-1-99(1), §§ 2, 9; Ord. of 6-17-02; Ord. of 4-21-03; Amend. of 4-21-14; Amend. of 9-3-19)

Sec. 21-33. Overlay districts.

Overlay districts are zoning districts, which are applied only in conjunction with other zoning districts, and may grant additional use of development requirements upon the underlying zoning districts. The effect is to have both the overlay district and the underlying zoning controlling the use and development of the lot. Overlay districts are applicable on an area wide basis to support specific public policy objectives and as such should be consistent with adopted land use plans. Overlay districts may be applied to conventional and conditional zoning districts. An overlay district may be initiated as an amendment by the board of commissioners, planning board**, planning staff,** or **the** property owner **or their designated representative**.

(1) *Airport Zone Overlay, AZO.* The zones and restrictions established in this subsection are designed to limit the height of structures surrounding the county airport's established elevation of seven hundred seventy-~~one~~ **two** (~~771~~) **772** feet above mean sea level (msl) in order to prevent hazards to the lives and property of the users of the airport and the occupants of land in the vicinity.

a. *Uses allowed.* The use requirements of the underlying district apply to the AZO district. However, all uses must be in conformance with the provisions of this section.

b. *Establishment of zones.* To carry out the provisions of this section, there are hereby created and established certain civil airport imaginary surfaces which include all of the land lying beneath the approach surface, transitional surface, horizontal surface, conical surface and primary surface. These civil airport imaginary surfaces are established with relation to the Rowan County Airport runway and proposed extensions of thereof. Such imaginary surfaces are shown on the Official County Airport Zoning Map prepared by the Rowan County Planning Department and dated October 4, 2004, which is adopted and incorporated herein by reference. The size of each such imaginary surface is based on the categorization of this runway as a precision instrument runway. The slope and dimensions of the imaginary surfaces, applied to each end of a runway, are determined by the most precise approach existing or planned for the runway end. The surfaces are hereby established and defined as follows:

1. *Horizontal surface.* A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging acres with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.

2. *Conical surface.* A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

3. *Primary surface.* A surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.

4. *Approach surface.* A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface.

   i. The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways.

   ii. The approach surface extends for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.

5. *Transitional surface.* These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

c. *Height limitations.* Except as otherwise provided in this article, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow within the AZO district extending or projecting into the lowest applicable imaginary surfaces defined herein.

(2) *Water Supply Watershed Overlays, WSO.* The purpose of the watershed overlay is to provide for the protection of public water supplies as required by the Water Supply Watershed Classification and Protection Act (G.S. 143-214.5) and regulations promulgated therein. The watershed overlays may be an overlay in any conventional or conditional zoning district established in this chapter. The overlay districts supplement the uses or development requirements of the underlying zoning districts.

a. *Uses allowed.* The use requirements of the underlying districts apply to the WS districts, unless otherwise provided in this section. However, all allowed uses must be in conformance with the provisions of this section.

b. *Expressly prohibited in critical areas.* The following uses are expressly prohibited:

1. Landfills;

2. Sites for land application of sludge/residuals or petroleum contaminated soils.

c. *Calculating built-upon area.* For the purpose of calculating built-upon area, total project area shall include total acreage in the lot on which the project is to be developed.

d. *Low Density standard and built-upon limits.* The following density and built-upon limits including nonpoint source and pollution control measures shall apply to development in the water supply watersheds unless expressly provided otherwise.

1. Density and Built-Upon Limits

Watershed	*Single family Residential*	*Multi-family and Nonresidential Development*
Watershed-II-Critical Area, WS-II-CA	*80,000 sq. ft. minimum lot size or 6 percent built-upon area on a project by project basis*	*Development shall not exceed 6 percent on a project-by-project basis, unless otherwise provided in this section.*

Watershed-II-Balance of Watershed, WS-II-BW	*40,000 sq. ft. minimum lot size*	*Maximum 12 percent built-upon on a project by project basis*
Watershed-III-Critical Area, WS-III-CA	*40,000 sq. ft. minimum lot size*	*Maximum 12 percent built-upon on a project by project basis*
Watershed-III-Balance of Watershed, WS-III-BW	*20,000 sq. ft. minimum lot size*	*Maximum 24 percent built-upon on a project by project basis*
*Watershed-IV-Critical Area, WS-IV-CA**	*20,000 sq. ft. minimum lot size*	*Maximum 24 percent built-upon on a project by project basis*
*Watershed-IV-Protected Area, WS-IV-PA**	*20,000 sq. ft. minimum lot size*	*Maximum of 24 percent built-upon area with curb and gutter or 36 percent built-upon area without curb and gutter*

* Development activities which require an erosion/sedimentation control plan must meet these requirements.

2. Nonpoint Source and Stormwater Pollution Control.

i. *Vegetated Conveyances*. Stormwater runoff from the project shall be released to vegetated areas as dispersed flow or transported by vegetated conveyances to the maximum extent practicable. In determining whether this criteria has been met, Rowan County shall take into account site-specific factors such as topography and site layout as well as protection of water quality. Vegetated conveyances shall be maintained in perpetuity to ensure continued function as designed. Vegetated conveyances that meet the following criteria shall be deemed to satisfy the requirements of this Sub-Item:

(1) Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to Rowan County that soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and

(2) The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm event as demonstrated by engineering calculations.

ii. *Curb Outlet Systems.* In lieu of vegetated conveyances, low density projects shall have the option to use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:

(1) The curb outlets shall be located such that the swale or vegetated area can carry the peak flow from the 10-year storm and at a non-erosive velocity;

(2) The longitudinal slope of the swale or vegetated area shall not exceed five percent except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;

(3) The swale's cross section shall be trapezoidal with a minimum bottom width of two feet;

(4) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);

(5) The minimum length of the swale or vegetated area shall be 100 feet; and

(6) Low density projects may use treatment swales designed in accordance with 15A NCAC 02H .1061 in lieu of the requirements specified in Sub-Items (1) through (5) of this Sub-Item.

e. Special nonresidential intensity allocation (SNIA) permit.

1. *Purpose.* The purpose is to provide a method for the board of commissioners to allow ten (10) percent of the county's portion of the balance of watershed area (excluding a critical area) to be granted an SNIA permit to be developed at up to seventy (70) percent built-upon surface area.

2. *Application and review procedures.* Applications shall include a site plan as prescribed in section 21-52.

3. *Review and approval.* The site plan shall be reviewed by the board of commissioners. Approval of the plan may include the addition of reasonable and appropriate conditions.

4. *Applicable areas.* Areas in which SNIA permits may be approved are as follows:

i. WS-II-BW.

ii. WS-III-BW.

iii. WS-IV-PA.

5. *Eligibility for an SNIA permit.* Non-residential uses subject to compliance with section 21-113 shall be eligible unless otherwise indicated in this chapter.

f. High Density standard and built-upon limits.

1. Purpose. New development activities within a Watershed IV Critical Area (WS-IV-CA) or a Watershed IV Protected Area (WS-IV-PA) that require a soil erosion and sedimentation control plan pursuant to ~~NCGS~~ **G.S.** 113A Article 4 or Chapter 18 of the Rowan County Code of Ordinances and exceed the low density standards of subsection 2(d) of this Chapter must seek approval under the High Density standards when affected by any of the following:

a. Proposing a major subdivision as defined in Section 22-56 of the Rowan County Subdivision Ordinance; or,

b. Proposing a Planned Development Subdivision (PDS) as defined in Section 22-58 of the Rowan County Subdivision Ordinance; or,

c. Located in a development node or corridor in an adopted Rowan County Land Use Plan and proposes three (3) acres or more in built-upon area.

(2) Intent. High Density standards will allow for creation of denser development projects while ensuring impacts to water quality within the watershed are minimized by utilizing Best Management Practices to control stormwater runoff and resulting pollution. Furthermore, the application of High Density standards to projects referenced in 21-33(2)(f)(1) will preserve the SNIA provision for development

activities within the watershed that are of a scale and scope that do not warrant high density standards.

(3) Standards and built-upon limits. The Board of Commissioners may approve a project application(s) for use of High Density development standards based on the following:

a. WS-IV-CA. Where new development exceeds the low density standards of Section 21-33(2)(d), engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development shall not exceed fifty percent (50%) built-upon area.

b. WS-IV-PA. Where new development exceeds the low density standards of Section 21-33(2)(d), engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development shall not exceed seventy percent (70%) built-upon area.

c. Qualifying areas of the stormwater control structure may be considered pervious when computing total built-upon area.

(4) Application. Projects subject to the conditions of subsection 2(f)(1) of this Chapter shall submit an application for consideration by the Board of Commissioners subject to the process outlined in Section 21-317 of this Chapter.

(5) Waivers. New development activities in a WS-IV-PA subject to the requirements of this subsection may request the Board of Commissioners consider granting a waiver from the High Density standards and instead allow the project to utilize the provisions of Section 21-33(2)(e). In granting a waiver, the Board of Commissioners shall affirm the project is not consistent with the purpose and intent of this subsection; water quality impacts resulting from the development project will be minimized; and the waiver lends itself to a better project design.

(3) Agricultural Overlay, AO. The purpose of the Agricultural Overlay District is to provide additional requirements to encourage the maintenance of viable agricultural areas. This district should be comprised primarily of open farm land used for extensive agricultural and livestock production. The district will provide guidelines to promote the maintenance of the general rural character of openness. Development in this district shall be subject to the criteria below.

a. *Uses allowed.* The following agricultural and related uses are allowed:

Code	*1987 U.S. SIC Description*
01	Agricultural production—crops
02	Agricultural production—livestock
07	Agricultural services **except 0751(pt), custom slaughtering; 0752(pt), animal shelter, boarding kennel, and dog pound.**
515	Wholesale farm products and raw material part of a bona fide farm operation
5261	Retail nurseries, lawn and garden supply stores part of a bona fide farm operation
	Other similar agricultural uses such as feed and seeds part of a bona fide farm operation
	Family subdivisions of up to three (3) lots plus the remainder
	Family manufactured home parks of up to three (3) manufactured homes occupied by members of the immediate family of the property owner
	Rural home occupations

b. *Development of property not part of a bona fide farm located in AO District.* Within the AO district setback of fifty (50) feet shall be provided from land in agricultural use.

(4) *Manufactured Home Overlay, MHO.*

a. *Purpose and intent.* The purpose of the Manufactured Home Overlay is to provide for the development of Type II and Type III manufactured homes in established residential zoning districts while maintaining the overall residential, rural or agricultural character of those districts. Because of the potential impacts of the establishment of this district, it has prescribed conditions contained in this subsection to ensure compatibility with the surrounding area.

b. *Permitted districts.* The Manufactured Home Overlay supplements the range of uses and regulations in the underlying district. The overlay is allowed in the following districts permitting residential development; RA, RR, CBI and MFR. All other uses in the underlying district shall continue to remain in effect and subject to the regulations and conditions of approval of the underlying district.

c. *Procedures for district designation.* The following procedures are required for MHO district designation:

1. Designation as an MHO district shall require a rezoning as provided in article XIV of this chapter.

2. Upon approval of an MHO district by the board of commissioners, the area so designated shall be labeled "MHO" on the zoning map.

d. *Review.* The petitioner seeking to rezone property to this district must illustrate that the proposed development will comply with the evaluation criteria contained in section 21-59. A site plan is required as provided by section 21-52. In approving the district reasonable conditions may be included to protect the public health, safety and welfare and to meet the intent of this chapter.

e. *Development standards.* The following standards shall apply for the location of type II and type III manufactured homes unless specifically provided otherwise in this chapter:

1. Location of type II and type III manufactured homes on subdivisions of one (1) or more lots shall require establishment of an MHO zoning district.

2. Upon establishment of an MHO district the following types of homes may be located in the following districts:

i. RA district: Type II and type III.

ii. RR district: Type II.

iii. CBI district: Type II and type III.

iv. MFR district: Type II and type III.

3. Side & rear yard setbacks for the district's external boundary is 30 feet.

(Ord. of 1-19-98, § III; Ord. of 6-7-99; Ord. of 12-18-00(2); Ord. of 10-4-04; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 08-19-19)

Sec. 21-34. Economic development districts established for I-85.

(a) The following district are hereby established to preserve, encourage and enhance the

economic development opportunities in areas adjacent and near I-85 in accordance to plans adopted by the county board of commissioners. It is recognized that I-85 is uniquely important the future of the county because of the great potential for development of all types that exist along this corridor. Development within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts.

(b) The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments.

(c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(1) *85-ED-1.* The purpose of the 85-ED-1 district is to encourage the location of "high capital investment/high wage/low employment/clean" industries. Certain industries shall be allowed as permitted uses standards provided to protect adjacent neighborhoods. Other heavy industries may be allowed as ~~conditional~~ **special** uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

a. In the 85-ED-1 district the following uses are permitted by right with a minimum lot size of five (5) acres:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283)

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c

b. The following are allowed with the issuance of a ~~conditional~~ **special** use permit:

~~*Construction group:*~~

~~General Building Contractors (SIC 15)~~

~~Special Trade Contractors (SIC 17)~~

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 (pt)).

Services group:

Racing, including track operation (SIC 7948).

c. Approval of a PUD with a minimum lot size of twenty (20) acres will allow the above uses in addition to accessory and ancillary uses on up to ten (10) percent of the total acreage.

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Transportation services (SIC 47).

Retail trade group:

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

Automotive repair, services, and parking (SIC 75).

(2) *85-ED-2.* In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as ~~conditional~~ **special** uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283)

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 **(**pt**)**) subject to the size and locational restrictions of 21-56(6)c.

Service industries group:

Engineering and management services (SIC 87).

b. The following are allowed with the issuance of a ~~conditional~~ **special** use permit:

~~*Construction group:*~~

~~General Building Contractors (SIC 15)~~

~~Special Trade Contractors (SIC 17)~~

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

~~Local and interurban passenger transit (SIC 41).~~

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 (pt)).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50).

Wholesale trade--nondurable goods (SIC 51).

Services group:

Racing, including track operation (SIC 7948).

c. Approval of a PUD with a minimum lot size of twenty (20) acres will allow the above uses in addition to accessory and ancillary uses on up to ten (10) percent of the total acreage.

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

~~Transportation services (SIC 47).~~

Retail trade group:

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

Automotive repair, services, and parking (SIC 75).

(3) *85-ED-3 Corporate Park District.* Some areas with good interstate visibility, good access and good surrounding environment may be suitable for high-end corporate headquarters. This may or may not include manufacturing. The purpose of the district is to provide for a high-quality mixture of employment uses of varying types in a single coordinated development. Minimum development size is twenty (20) acres and will require approval of a PUD.

a. Allowed primary uses are:

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Printing and publishing (SIC 27).

Plastic materials, synthetic resins, etc. (SIC 282).

Drugs (SIC 283).

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

~~Local and interurban passenger transit (SIC 41).~~

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c.

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

Automotive repair, services, and parking (SIC 75).

Health services (SIC 80).

Legal services (SIC 81).

Educational services (SIC 82).

Membership organizations (SIC 86).

Engineering and management services (SIC 87).

b. Allowed accessory and ancillary uses on up to twenty (20) percent of the total acreage:

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

~~Transportation services (SIC 47).~~

Wholesale trade group:

Wholesale trade--durable goods (SIC 50).

Wholesale trade--nondurable goods (SIC 51).

Retail trade group:

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

c. The following are allowed with the issuance of a ~~conditional~~ **special** use permit:

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48**(**pt**)**).

(4) *85-ED-4 Retail Center.* Many areas near the interstate will draw interest from retailers. It is often appropriate or desirable to have a portion of an area zoned for larger retail development. This helps ensure availability of most retail and service needs in a location

nearby and accessible to major employment and residential areas. Minimum development size is twenty (20) acres and will require approval of a PUD.

a. Allowed primary and accessory uses are:

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c.

Retail trade group:

Building materials, hardware, garden supply, and mobile (SIC 52).

General merchandise stores (SIC 53).

Food stores (SIC 54).

Automotive dealers and gasoline service stations (SIC 55).

Apparel and accessory stores (SIC 56).

Furniture, home furnishings and equipment stores (SIC 57).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Non-depository credit institutions (SIC 61).

Security, commodity brokers, and services (SIC 62).

Insurance carriers (SIC 63).

Insurance agents, brokers, and service (SIC 64).

Real estate (SIC 65).

Holding and other investment offices (SIC 67).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

Automotive repair, services, and parking (SIC 75).

Miscellaneous repair services (SIC 76).

Motion pictures (SIC 78).

Amusement and recreational services (SIC 79).

Health services (SIC 80).

Legal services (SIC 81).

Educational services (SIC 82).

Social services (SIC 83).

Museums, art galleries, botanical and zoological garden (SIC 84).

Membership organizations (SIC 86).

Engineering and management services (SIC 87).

Miscellaneous services (SIC 89).

b. The following are allowed with the issuance of a ~~conditional~~ **special** use permit:

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 **(**pt**)**).

(5) *Approval process for PUDs.* All PUDs shall be reviewed and approved as required for ~~conditional~~ **special** use permits in article III of this chapter. Uses included in PUDs which require ~~conditional~~ **special** use approval as freestanding uses shall not require separate a separate ~~conditional~~ **special** use permit approval if approved as part of a PUD.

(6) *Other zoning criteria.* Notwithstanding limits on reduction of setbacks in article XIII of this chapter, all standards are subject to modification in site plan approval process. However, in no situation shall the required buffer from project perimeter be reduced if adjacent to a residentially zoned area.

a. *Buffers.* Forty (40) feet from project perimeter.

b. *Screening.* In accordance with article IX, screening for a PUD shall be determined using the predominant use of the PUD or relevant portion thereof.

c. *Street frontage.* Minimum of one hundred (100) feet for development.

d. *Maximum lot coverage.* Eighty (80) percent of lot area.

e. *Development size.* Development sizes are as permitted below. Permitted and ~~conditional~~ **special** uses on lots five (5) acres or more but less than twenty (20) acres in size are only allowed on lots of record existing at the effective date of the ordinance from which this chapter derives, or on aggregations of lots existing at the effective date of the ordinance, creating a lot five (5) acres or larger in size.

1. *85-ED-1.*

Permitted used . . ……. 5 acres

~~Conditional~~ **Special** uses . ……..... 5 acres

PUDs ……..... 20 acres

2. *85-ED-2.*

Permitted used . . ……. 5 acres

~~Conditional~~ **Special** uses . . …….. 5 acres

PUDs . . ……... 20 acres

3. *85-ED-3.*

PUDs . ……... 20 acres

4. *85-ED-4.*

PUDs . ……... 20 acres

f. *Subdivision requirements.* All subdivisions of property must be approved as a PUD.

g. *Maximum building height.* No maximum height.

h. *Parking.* As required in zoning ordinance.

i. *Signs.* As provided in zoning ordinance.

j. *Circulation system.* Requires access to major or minor thoroughfare or interstate service road. No access to local streets is allowed. Interior streets are designed to connect to other adjoining property within a 85-ED district. This requirement may be waived if it is found that connection to adjoining property is not appropriate due to incompatibility of adjacent development.

k. *Nuisance conditions.* The project shall no cause detrimental levels of noise, dust, odor etc. to nearby areas.

l. *Loading, maintenance and outdoor storage areas.* All loading, maintenance and outdoor storage areas shall be located to the rear or side of the building, but shall not face a side street unless approved as such during the PUD process.

m. *Open space.* Open space shall be suitably landscaped with grass and/or trees and shrubs. Within a PUD the open space shall be pedestrian oriented. Parking or vehicular access is not allowed.

n. *Lighting.* Lighting shall be provided at intersections, along walkways and in parking lots. The maximum height of lighting is twenty-five (25) feet. Spacing of lighting shall be four (4) times the height.

o. *Building character and style.* Building designs within a PUD shall strive to establish a distinctive style and maintain a high quality development standard. Buildings should include similar architectural styles but should not be identical throughout the development. The site plan shall at a minimum describe building materials colors and architectural features of the development.

p. *Pedestrian facilities and design.* Within a PUD, the site plan shall provide for a unified and well-organized arrangement of buildings, service areas, parking, etc., to provide a high level of convenience and safety for pedestrians, employees, and visitors.

q. *Landscaping.* Approval of PUD shall include at a minimum the following:

1. Trees shall be planted on both sides of interior access streets used by the public. These trees shall be ten (10) feet tall at planting and a minimum of twenty (20) feet tall at maturation, and shall be of similar size and shape. The trees shall be planted no further than forty (40) feet apart.

2. Entranceways and medians shall be landscaped with trees and/or shrubs as appropriate for the type of development.

(Ord. of 12-18-00(2); Amend. of 3-7-05; Amend. of 11-2-09; Amend. of 9-6-11; Amend. of 3-4-13; Amend. of 8-19-13; Amend. of 4-21-14; Amend. of 10-17-16; Amend. of 7-13-20)

Secs. 21-35--21-50. Reserved.

ARTICLE III. SITE PLANS, SPECIAL REQUIREMENTS, RURAL HOME OCCUPATIONS, ~~CONDITIONAL~~ SPECIAL USE PERMITS, CONDITIONAL ZONING DISTRICTS, AND SPECIAL REQUIREMENTS IN THE NB DISTRICT.

Sec. 21-51. Purpose.

This article provides regulations and conditions for selected uses which are unusual in their nature or complexity. These uses may require areas of unusual size, or are potentially incompatible with their surroundings unless special development standards are applied, or which depend on

sound site planning and design to prevent them from becoming detrimental to the health, safety, or general welfare of the public or neighboring land uses.

(Ord. of 1-19-98, § IV)

Sec. 21-52. Site plan required.

Site plans are necessary to demonstrate the proposed use of land and / or structures will comply with the specifications set forth in this chapter prior to the issuance of a zoning permit. All non-residential uses shall submit a site plan containing the following information in addition to other standards required by this chapter:

(1) Zone lot with dimensions and development setbacks;

(2) Tax parcel number;

(3) Property address;

(4) Adjoining deeded properties and their uses;

(5) Existing structures;

(6) Proposed structure with size;

(7) Proposed use;

(8) Number of employees, if applicable;

(9) Hours of operation, if applicable;

(10) Off-street parking, loading and unloading, access to existing streets;

(11) Easements and rights-of-way;

(12) All pertinent development requirements of this chapter;

(13) Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to a commercial driveway permit, traffic impact analysis, environmental impact statements;

(14) Floodplains;

(15) Name, location and dimension of any proposed streets, drainage facilities, parking areas, recreation areas, required yards, required turnarounds as applicable;

(16) Screening & Buffering, if applicable;

(17) Zoning District;

(18) Proposed phasing, if applicable;

(19) This required site plan shall be in sufficient detail to allow the zoning administrator to reasonably understand the proposed development. The scale shall be one (1) inch equals one hundred (100) feet or greater for zone lots three (3) acres or less in size, or one (1) inch equals two hundred (200) feet for zone lots more than three (3) acres in size.

(Ord. of 1-19-98, § IV; Amend of 4-21-14; Amend. of 9-3-19)

Sec. 21-53. Permitted uses with special requirements and rural home occupations (RHOs).

Uses listed as SR (Special Requirements) in section 21-113, except those in the NB zoning

district, which are subject to section 21-65, shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit.

(1) Rural Home Occupations [RHO].

a. Purpose and Intent. Rowan County recognizes the important role RHOs offer residents and the community in creating business opportunities to fulfill or supplement the resident's employment needs. Standards are established herein to protect adjoining properties from potential adverse impacts associated with these uses.

b. Development Standards. All proposed operations are subject to general standards identified in sections 21-54 through 55, applicable specific standards in section 21-56, and other pertinent requirements of this chapter.

c. Combination Use. In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. Change in Operation. RHOs permitted to comply with the provisions of section 21-55(2)b shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-54 & 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 (pt)); and uses listed as SR in non-residential districts.

(Ord. of 1-19-98, § IV; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 10-15-18; Amend. of 9-3-19)

Sec. 21-54. Maximum building size and setback requirements for RHOs.

Building size and setbacks for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.

(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.

Building Square Footage	*Setback, Front (in feet)*	*Setback, Side, Side Street and Rear Yards (in feet)*
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be precluded from such use if all other requirements are met.

(Ord. of 1-19-98, § IV; Ord. of 6-29-99; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 9-3-19)

Sec. 21-55. General criteria for RHO uses listed as SR in Section 21-113.

Uses listed as SR in article III shall comply with the following criteria, as applicable:

(1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings.

(2) *Location.* The RHO must be located on property which meets the following criteria:

a. The property must have at least thirty-five (35) feet of state road frontage. Properties that do not meet the requisite road frontage requirement are limited to a maximum building size of 2,000 sq. ft. and must comply with all other applicable standards herein.

b. The business must be on or adjacent to the primary residence of the business owner / operator but nonetheless shall be located on a lot containing required road frontage in subsection (a).

(3) *Lighting.* The lighting shall be shielded to prevent light and glare spillover to adjacent residentially developed properties.

(4) *Square footage.* The maximum square footage allowed for a use shall include all buildings used for retail sales of any type on that property.

(5) *Parking.* Parking shall be provided off-street subject to article VII for that use.

(6) *Signage.* Signage shall be as prescribed in article VIII for the underlying district.

(7) *Noise.* Noise shall not exceed the levels prescribed in the county noise ordinance for residential districts.

(8) *Outdoor storage.* All outside storage areas including dumpsters shall be:

a. Sited to the rear of the building;

b. Not within the required setbacks.

c. Outdoor storage shall be screened as provided in article IX for that use.

(9) *Smoke, odors and dust.* The use will not create any smoke, odors, or dust at a level discernible at any of its lot lines.

(10) *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

(11) *Handling waste and other by-products.* A description shall be provided of the

method of collecting, handling, disposal and storage of all wastes, by-products, scraps, etc. which meets all applicable federal, state and local regulations and all other requirements of this chapter.

(12) *Activities.* Manufacturing activities are confined to the building.

(13) *Outdoor display.* Outdoor display shall be limited to two thousand five hundred (2,500) square feet unless otherwise provided.

(14) *Screening*. Any structures and operational areas used for the business must be screened in accordance with Article IX. This requirement does not apply to a residence(s) on the same parcel or an adjacent parcel if in the same ownership as the land on which the RHO is located or is owned by an immediate family member as defined by this ordinance.

(Ord. of 1-19-98, § IV; Ord. of 6-29-99; Amend. of 9-3-19)

Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.

Uses listed as SR in section 21-113 shall meet the following requirements expressly provided below.

(1) *Additional standards applicable to specific uses listed as SR in the residential group.*

a. *Duplex, individual located in the RR district; minimum lot size.* The minimum lot size shall be one hundred fifty (150) percent of the lot size required for a single-family dwelling.

b. *Family care home.*

1. *Occupancy.* No more than six (6) ~~handicapped~~ persons **with disabilities** may reside in a family care home.

2. *Separation.* No family care home shall be located within a four-hundred-foot radius of another family care home.

c. *Family manufactured home park.*

1. *Application.* The proposed park must be located on a lot of record existing prior to June 8, 1999. An application and site plan shall be completed by the applicant. Applications that do not meet the standards of this subsection may be considered under the family subdivision provisions of the Subdivision Ordinance.

2. *Setbacks within park.* Setbacks for spaces within parks, measured from edge of applicable street or property line:
Front . . .. 20 feet
Side . ... 15 feet
Rear . ... 20 feet

3. *Setbacks from external property lines.* Setbacks for manufactured homes from adjacent property lines and rights-of-ways are fifty (50) feet.

4. *Occupancy of homes.* Manufactured homes shall be occupied by members of the immediate family of the property owner.

5. *Number of units in park.* The maximum number of manufactured homes allowed under this subsection are subject to the lesser of the density standards in section 21-84 or the following:

i. No more than three (3) manufactured homes are allowed in a family manufactured

home park in the RA district.

ii. No more than two (2) manufactured homes are allowed in a family manufactured home park in the RR district.

Single-family dwellings existing prior to the family manufactured home park application shall be included toward the number of homes permitted under this subsection.

6. *Type of manufactured homes allowed.* The manufactured homes shall meet the placement criteria for manufactured homes in section 21-284 (1) and the skirting requirements of subsection 21-276(b). While single-family dwellings are not eligible as new dwelling units under this provision, their existence prior to a family manufactured home park application would not preclude the application from consideration.

7. *Change of occupancy or ownership.* When occupancy or change of ownership of the family manufactured home park occurs which results in such park not meeting the original criteria for approval as a family manufactured home park, the manufactured homes shall become conforming with the underlying district.

(2) *Additional standards applicable to specific uses listed as SR in the agriculture, forestry and fishing ~~in the rural district~~.*

a. *Veterinary services* ***for animal specialties*** *(SIC 0742) and* ***Animal specialty services, except veterinary, all except Boarding Horses, Training Horses, except racing,*** *Animal Shelters, Boarding Kennels, Dog Pounds (SIC 0752 pt).*

1. *Site plan.* A site plan shall be provided showing the lot, ~~and~~ all existing and proposed buildings, ~~as well as all~~ **outdoor** runs and/or training facilities**, fencing, and all areas accessible to the animals**.

2. *Siting.* ~~Kennels not wholly enclosed by a security fence at least six (6) feet in height; and all kennels not wholly enclosed within a building shall be located at least one hundred (100) feet from the lot line of any residentially developed lot.~~ **All structures used to shelter animals and outdoor run areas shall be at least one hundred (100) feet from all property lines. Outdoor runs shall be enclosed by a security fence at least six (6) feet in height.**

3. ~~*Runs.* No run area is allowed with the setback.~~ ***Screening.*** **All structures used to shelter animals and outdoor run areas shall be screened according to section 21-215 (1) from adjacent residentially zoned parcels and are not subject to the distance exemption from section 21-219.**

b. Reserved.

(3) *Additional standards applicable to specific uses listed as SR in the mining group.*

a. *Common sand mining* ***(SIC 1442)*** ~~*special requirements*~~*.*

1. *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings, quarries, pits, stock piles, and other relevant features of the quarrying operation.

2. *Access.* All access roads shall be at least twenty feet from any adjoining property line not part of the mining operation; constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.

3. *Setbacks.* All land disturbing activities shall be located at least one hundred (100) feet from any zone lot line.

4. *Operation.* Hours of operation shall be limited to sunrise to sunset.

5. *Minimum lot size.* The minimum lot size is five (5) acres.

6. *Smoke, odors, dust.* Operations shall not create any smoke, odors, or dust at a level which creates a nuisance to any person or normal sensitivities at the zone lot line.

b. *Reserved.*

(4) *Additional standards applicable to specific uses listed as SR in the construction group.*

a. *Heavy construction other than building construction contractors (SIC 16).*

1. *Minimum lot size.* The minimum lot size is one (1) acre.

2. *Storage.* All storage shall be a minimum of fifty (50) feet from adjoining residentially developed property lines.

b. *Reserved.*

(5) *Additional standards applicable to specific uses listed as SR in the manufacturing group.*

a. *Saw mills and planing mills, general (SIC 2421); dimension hardwood (SIC 2426 (pt)); sawmills, special product (SIC 2429 (pt)).*

1. *Location.* All mechanized sawing equipment must be located a minimum of five hundred (500) feet from lot boundary lines. Residential lots owned by the sawmill operator are exempt from this requirement.

2. *Reserved.*

b. *Winery **(SIC 208(pt))**.*

1. *Setbacks.* The facility shall meet the setback requirements of Section 21-84. (Table of dimensional requirements)

2. *Screening.* The facility shall meet the screening requirements of Article IX. (Screening and Buffering)

3. *Licenses and permits.* All required licenses and permits (i.e. Environmental Health, ABC, etc.) shall be obtained prior to operation of the facility.

(6) *Additional standards applicable to specific uses listed as SR in the transportation, communication, electric, gas and sanitary services group.*

a. *Trucking (SIC 421).*

1. *Minimum lot size.* The minimum lot size is three (3) acres.

2. *Buffer.* All operations shall be a minimum of fifty (50) feet from adjacent residentially developed property lines.

3. *Applicability.* The provisions of this subsection shall apply to trucking businesses with three (3) or more trucks.

b. *Dead storage of manufactured homes **(SIC 4221)**.*

1. Compliance with applicable standards of Chapter 14.5, Nuisance Ordinance.

2. Dead storage of more than one (1) manufactured home by an individual is not allowed in the RA, RR, and MFR district.

3. Dead storage of more than one (1) manufactured home is allowed in the CBI and IND

district on property owned or leased by a licensed manufactured home dealer.

4. Dead storage of more than one (1) manufactured home is allowed in the MHP district in a manufactured home park.

5. Manufactured homes shall not be kept in dead storage for more than sixty (60) days in accordance with chapter 14.5 section 34 of the Nuisance Ordinance.

c. *Solar energy systems* (SIC 491 **(**pt.**)**). These standards are intended to encourage and promote use of solar collectors as an alternative or supplemental energy source in the following formats for residential and commercial applications.

1. *Residential system*. Solar collectors shall be considered an accessory use and conform to the lesser of 6,000 sq.ft. or 10% of the lot size and are subject to setback standards in Section 21-285.

2. *Non-Residential system*.

i. Setbacks. The system area setbacks shall be fifty feet (50') from adjoining property lines and road rights-of-way. As applicable, all solar energy equipment, excluding solar collectors, must be located a minimum of one hundred feet (100') from an existing residence, church or school on an adjoining property.

ii. Location. These systems shall not be located within the conical or horizontal surfaces associated with the Mid-Carolina Regional Airport.

iii. Fencing. Security fencing, a minimum of six feet (6') in height, shall be installed at the system area perimeter.

iv. Documentation. For those systems having a panel area greater than six thousand (6,000) square feet, the applicant shall provide documentation from a registered North Carolina Professional Engineer qualified to perform electrical design services substantiating the solar energy system is primarily designed to provide or off-set power for on-site use and does not exceed one megawatt (1 MW).

3. *Roof Mounted system*. Solar collectors may not be attached to any structure located in the conical or horizontal surface of the Mid-Carolinas Regional Airport.

d. Co-location of Wireless and Eligible Facilities Requests (SIC 48 ~~part~~ **(pt)**). Co-location of wireless and eligible facilities requests are recognized as an efficient method for providing wireless facilities and are encouraged due to their minimization of adverse visual impacts and the opportunity for an expedited and effective administrative review.

1. Applications for co-location of wireless facilities shall include two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in Section 21-52 including items in Section 21-56 (6)(e)5 and Section 21-60~~(3)~~**(4)**a.1.i,.

2. Consideration of eligible facilities requests pursuant to this subsection shall comply with all standards prescribed below, otherwise the request may be deemed a substantial modification and subject to the provisions of Section 21-60 ~~(3)~~**(4)** (a):

i. Not increase the existing vertical height of the structure by the greater of (a) more than ten percent (10%) or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet (20') regardless of height limitations prescribed in Section 21-60~~(3)~~**(4)**b.

ii. Not add an appurtenance to the body of a wireless support structure that protrudes

horizontally from the edge of the wireless support structure the greater of (a) more than 20 feet or (b) more than the width of the wireless support structure at the level of the appurtenance. A statutory exception (ref. ~~NCGS~~ **G.S.** ~~153A-349.51(7a)~~ **160D-931(19)(**b) to this standard allows for sheltering the antenna from inclement weather or to connect the antenna to the tower via cable.

iii. Not increase the square footage of the existing equipment compound by more than 2,500 square feet.

iv. Provide information from Section 21-56 (6) (e) 4, and 5; and Section 21-60~~(3)~~**(4)** (a) 1.i. and 21-60~~(3)~~**(4)** (c)

e. Use of alternative tower structures (SIC 48 ~~part~~ **(pt)**). The county acknowledges the merits of alternative tower structures for their innovative use as a means to provide current and future wireless telecommunications coverage and are encouraged as a secondary option to co-location and eligible facilities requests. Wireless facilities applications for placement on or within alternative tower structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:

1. The addition of an antenna shall not add more than twenty (20) feet in height.
2. The associated wireless facilities shall comply with the setbacks for the underlying zoning district, screened according to section 21-215(1)b.1.--3. and be constructed of similar materials/color as the host structure.
3. The existing host structure may not be externally altered, except to accommodate the addition of the antenna.
4. Two (2) copies of a site plan as provided in section 21-52 and photograph documentation as required in Section 21-60~~(3)~~**(4)**a. 4 and 5.
5. Certification from a North Carolina registered professional engineer that any and all structures have sufficient structural integrity to accommodate the addition of an antenna with a design minimum of TIA/EIA-222F (as amended).
6. Failure to comply with any of the criteria in items 1. through 5. shall require the application to be reviewed as a new wireless support structure.

f. Public Safety Tower. The deployment of wireless infrastructure for use by local, state and federal government agencies is critical to ensuring the public safety and general welfare of the County's citizens at all times. The provision of reliable and uniform radio and telecommunications coverage by these agencies can only be secured through construction, operation and maintenance of its own infrastructure. Applications for a public safety tower shall include:

1. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including items in Section 21-60~~(3)~~**(4)**a.1.i.
2. Documentation substantiating the owner and applicant for the public safety tower is either a local, state or federal agency.
3. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60~~(3)~~**(4)** (c).
4. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of

the public safety tower application submittal.

5. A public safety tower is not subject to the height and location standards of Section 21-60~~(3)~~**(4)** (b).

6. Co-locations of commercial wireless facilities on a public safety tower may be considered under the provisions of Section 21-56(6)(d).

(7) *Additional standards applicable to specific uses listed as SR in the wholesale trade group.*

a. *Motor vehicle parts, used (indoor) in the CBI and IND districts (SIC 5015).*

1. *Operation.* Operations including but not limited to dismantling of motor vehicles and storage of motor vehicle parts must be completely contained within a building enclosed on all sides. No junked or wrecked motor vehicles, motor vehicle parts, or junk may be kept outside an enclosed building for any period of time other than periodic unloading of received vehicles and loading of parts or dismantled motor vehicles for off-site delivery completed in a timely manner. Uses that comply with the standards of this subsection are not subject to the specific standards from section 21-246

(8) *Additional standards applicable to specific uses listed as SR in the retail sales group*

a. *Automotive dealers and gasoline service stations (SIC 55).*

1. *Display area.* The outdoor display area for automotive sales shall not exceed five thousand (5,000) square feet.

2. *Reserved.*

(9) *Additional standards applicable to specific uses listed as SR in the services group.*

~~a~~ **d** *Educational services (SIC 82) that include overnight boarding or lodging.*

1. Proof of accreditation by a recognized board, or provide proposed articles of incorporation and by-laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.

2. Projected school enrollment and number of boarders.

3. Description of curriculum.

4. Traffic study.

5. Overnight staffing.

b. *Membership sports and recreation clubs (**SIC** 7997 **(**pt**)**~~,~~**)** **all except gun and shooting clubs; baseball club, football club, soccer club, and similar athletic field operation**.*

1. *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

2. Recreational facilities located within a major subdivision used exclusively by resident members and their guests in the RA, RR, and RS districts are exempt from the requirements of Section 21-55 (2). All other facilities shall be subject to section 21-60~~(7)~~**(8)**(d).

~~c~~ **a**.*Automotive repair and services (SIC 75).*

1. *Screening required.* Junked motor vehicles and motor vehicle parts shall be screened from adjacent property by a six-foot high opaque screening. Vegetative screening, if used, shall be opaque during all seasons of the year and planted and maintained in

accordance with article IX.

2. *Storage of junked motor vehicles.* The junked motor vehicles shall not be stored in the front yard of the property or in the required front yard setback.

3. *Setbacks for stored junked motor vehicles.* The junked motor vehicles shall be a minimum of fifteen (15) feet off the side and rear property line or side street right-of-way and twenty (20) feet off the right-of-way existing at the effective date of this chapter or fifty (50) feet off the centerline of the road if the right-of-way is not established.

4. *Stacking of junked motor vehicles.* The junked motor vehicles shall not be stacked higher than the screening.

~~d~~ **c**. *Archery and shooting range (indoor) (SIC 7999 (pt)~~.~~).*

1. *Operation.* All discharged shots or arrows must occur within a building enclosed on all sides designed for such use.

(10) *Additional standards applicable to specific uses listed as SR in the unclassified uses group.*

a. *Multitenant developments.*

1. *Application.* An application shall be provided with:

i. Site plan as provided in section 21-52; and

ii. Development name, name(s) and address(es) of owners and park designers.

2. *Board of commissioners review of the development proposal.* The board of commissioners shall review the site plan and other pertinent information to ensure that the general health, safety and public welfare have been adequately protected.

3. *Uses allowed.* Uses are limited to those provided in the district the multitenant development is located. Uses requiring ~~conditional~~ **special** use permits shall obtain the required approval prior to issuance of a building permit.

b. *Reserved.*

(11) *Residential storage facilities.*

a. The parcel shall be in fee simple ownership.

b. Minimum lot size shall be the same as for a single-family residence.

c. The structure shall not exceed the lesser of three (3) percent of the lot size or three thousand (3,000) square feet.

d. Setbacks shall be at a minimum the same as single family dwellings.

c. No outdoor storage is allowed except as specifically provided otherwise.

d. Storage of vehicles shall not be in the front yard.

e. Outside lighting shall be designed to prevent direct glare on adjoining residences.

Requests for residential storage facilities that exceed three (3) percent of the lot size referenced in subsection (c) but do not exceed three thousand (3,000) sq.ft. may be considered as a ~~conditional~~ **special** use subject to the process outline in sections 21-57 through 21-59 if all other standards in this subsection are met.

(Ord. of 1-19-98, § IV; Ord. of 2-1-99(1), §§ 6, 7; Ord. of 10-18-99(1); Ord. of 4-21-03; Amend. of 2-20-06(1); Amend. of 4-21-08; Amend. of 11-2-09; Amend. of 9-6-11; Amend. of 3-5-12; Amend. of 3-4-13; Amend. of 8-19-13; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 10-15-18; Amend. of 9-3-19)

Sec. 21-57. Review and approval of ~~conditional~~ special uses.

(a) The classification of ~~conditional~~ **special** use is established to provide for the location of those uses which are generally compatible with other land uses permitted in the zoning district in which the ~~conditional~~ **special** use is located but which, because of their unique characteristics or potential impacts on the surrounding areas or the county as a whole, require individual consideration of their location, design, configuration and/or operation at the particular location proposed. Such individual consideration may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location.

(b) Any use designated in article V as a ~~conditional~~ **special** use shall be reviewed by the planning director. The planning director shall consult with other appropriate agencies when evaluating ~~conditional~~ **special** use permits and shall prepare an evaluation report. At a minimum, the staff report shall address the general criteria outlined in section 21-60 of this article.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 3-7-05; Amend. of 11-2-09)

Sec. 21-58. Review procedures.

(a) *Submission.* Applications for ~~conditional~~ **special** use permits shall be submitted to the county planning department accompanied by a nonrefundable fee set by the county board of commissioners. Once received, the Planning Director shall review the request and, if deemed complete, submit a recommendation to the Board of Commissioners to schedule a ~~public~~ **quasi-judicial** hearing regarding the request. Incomplete applications will be ~~retuned~~ **returned** to the applicant with the deficiencies noted.

(b) ~~*Conditional*~~ ***Special*** *use review.* Planning staff shall prepare and present a report on the application to the board(s) reviewing the application. The board shall evaluate the application with reference to applicable conditions contained in this section as well as general criteria contained in this chapter. When deciding ~~conditional~~ **special** use permits, the board of commissioners shall follow quasi-judicial procedures. The board of commissioners may impose reasonable and appropriate conditions **consistent with G.S. 160D-705(c)** upon the ~~conditional~~ **special** use permit that support the findings found in this article**. Conditions and safeguards imposed shall only include requirements for which statutory authority is established.**

(c) *Site plan required.* Application for ~~conditional~~ **special** use permit review shall require a site plan as provided in section 21-52 of this article. The planning director may also require additional information reasonably required to review the development proposal.

(d) *Oath.* All evidence presented at the ~~public~~ hearing with regard to applications for ~~conditional~~ **special** use permits shall be under oath.

(e) *Required findings.* All decisions regarding a ~~conditional~~ **special** use permit application shall not be approved or denied unless each of the following findings has been made:

(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; and

(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.

(f) *Amendments of ~~conditional~~ special use permits.* Amendments to approved ~~conditional~~ **special** use permits may be made as follows:

(1) *Minor changes.* ~~Conditional~~ **Special** use permits are considered through a quasi-judicial process and the county recognizes slight deviations in site-specific development proposals may arise, warranting changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners subject to the following criteria:

(a) Relocation of operational area improvements that do not project into the required setback;

~~(b) One time expansions that do not exceed the lesser of ten (10) percent of the approved structure or one thousand (1,000) square feet for nonresidential uses;~~

~~(c) One time expansions that do not exceed the lesser of ten (10) percent of the development or five (5) units;~~

~~(d)~~ **(b)** Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; or

~~(e)~~ **(c)** Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval.

Regardless of Sec. 21-58(f)(1)(a-~~e~~ **c**), the planning director may forward the requested change to the Board of Commissioners for consideration in the same procedure as required for the original issuance of the ~~conditional~~ **special** use permit as per Sec. 21-58(a). All other changes shall be reviewed by the Board of Commissioners as per Sec. 21-58(a). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.

(2) *Timing of amendment proposal.* Requests for a minor change may be submitted to the planning director at any time, although proposals to change or amend any approved ~~conditional~~ **special** use permit shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change any such permit unless deemed appropriate by the planning director. ~~The applicant may appeal the decision of the planning director to the planning board. The planning board will make a recommendation for the board of commissioner's consideration.~~ **Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board.** Failure of the Board of Commissioners to set a ~~public~~ **quasi-judicial** hearing regarding an amendment shall constitute denial of the request and conditions of the original permit shall remain in effect.

(g) *Action.* Following the required review, the board shall take final action on each ~~conditional~~ **special** use permit request. After the required ~~public~~ hearing is closed, the board shall take

one (1) of the following actions:

(1) Approve the issuance of the permit as requested;

(2) Approve the issuance of the permit, with additional conditions;

(3) Continue the request; or

(4) Deny the request for the permit.

~~In accordance with section 21-11, an approved conditional use permit secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners. See section 21-315 for additional procedures.~~ **If approved, a special use permit shall expire two (2) years from the date of issuance if the work authorized by the permit has not substantially commenced unless a vesting period longer than two (2) years has been granted in accordance with section 21-11.**

(h) *Notification of decision.* Notifications shall be delivered in accordance with section 21-315.

(i) *Notice and ~~public~~ **quasi-judicial** hearing.* Notice and ~~public~~ **quasi-judicial** hearings shall be as provided in section 21-315.

(j) *Revocation*. The Board of Commissioners may consider revocation of an approved ~~conditional~~ **special** use permit through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the permit if it is factually determined that one or more instances listed below have occurred:

(1) ~~The vested rights time period from Sec. 21-11 lapsed~~ **Substantial departure from the approved application, plans, or specifications**;

(2) ~~The permit was obtained by fraud~~ **Refusal or failure to comply with the requirements of any applicable local development regulation**;

(3) ~~Non-compliance with the approved site plan and / or conditions of approval~~ **False statements or misrepresentations made in securing the approval**; **or**

(4) ~~Repeated zoning code violations or criminal activity; or~~ **Mistakenly issued in violation of an applicable State or local law.**

~~(5) Eminent threat to public health or safety.~~

Failure to validate at least one of these instances shall allow the ~~conditional~~ **special** use permit to remain valid. Petitioners may appeal this decision to superior court.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 3-7-05; Amend. of 2-20-06(1); Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 4-21-14; Amend. of 9-6-16)

Sec. 21-59. Evaluation criteria.

In addition to meeting special standards for a particular use, the applicant must illustrate that he/she can comply with the following criteria when any ~~conditional~~ **special** use is proposed.

(1) Adequate transportation access to the site exists;

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

(3) Hazardous safety conditions will not result;

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

(5) Excessive traffic or parking problems will not result; and

(6) Use will not create significant visual impacts for adjoining properties or passersby.

(Ord. of 1-19-98, § IV)

Sec. 21-60. ~~Conditional~~ Special use requirements for specific uses.

The following criteria shall be used in evaluating specific ~~conditional~~ **special** use permit applications. If no specific requirements are listed for a specific use, then only the general criteria will be used in evaluating the application.

(1) ***Agriculture, forestry and fishing group.***

a. *Animal Shelters, Boarding Kennels, Dog Pounds (SIC 0752 (pt)).*

1. *Site plan.* A site plan shall be provided showing the lot, all existing and proposed buildings, outdoor runs, fencing, and all areas accessible to animals.

2. *Siting.* All structures used to shelter animals and outdoor run areas shall be at least one hundred (100) feet from all property lines. Outdoor runs shall be enclosed by a security fence at least six (6) feet in height.

3. *Screening.* All structures used to shelter animals and outdoor run areas shall be screened according to section 21-215 (1) from adjacent residentially zoned parcels and are not subject to the distance exemption from section 21-219.

~~*(1)*~~ ***(2)*** *Mining group: Metal mining (SIC 10), mining and quarrying of non-metallic minerals (SIC 14) except common sand mining.*

a. *New Facilities*. Facilities regulated under this section are considered to be those operations where no mining or quarrying activity has ever occurred; or operations have been abandoned or discontinued for a period of three hundred sixty (360) consecutive days; or its NC Department of Environmental Quality authorized mining permit has expired.

1. *Site plan.* A site plan showing the existing lot, all existing and proposed buildings, quarries, pits, stock piles and other relevant features of the quarry operation.

2. *Access.* Access shall be gained from a principal arterial or major collector. All access roads shall be fifty (50) feet from any property line and maintained in a dust free manner.

3. *Setbacks.* All land disturbing activities shall be located at least three hundred (300) feet from any zone lot line, except uses listed as SIC 1459 "Clay, Ceramic and Refractory Minerals, Not Elsewhere Classified" may reduce the setback to one hundred (100) feet as provided below:

i. There is no residence within five hundred (500) feet of the property line.

ii. A fifty-foot wide solid vegetative buffer separates the properties which contains, at a minimum, a row of trees, forty (40) percent of which are large maturing trees and which are not less than ten (10) feet high at the time of planting and are spaced not more than six (6) feet apart.

iii. The buffer may be used for drainage, erosion control or similar uses but shall not contain areas form which material extraction occurs.

4. *Noise.* Noise shall not exceed levels prescribed in Section 21-241 of this Chapter.

b. *Existing Facilities*. Facilities regulated under this section are those mining or quarrying operations that existed prior to enactment of this chapter [February 16, 1998] and have continuously operated and maintained an active mining permit with NC Department of Environmental Quality. Said facilities seeking conforming use status or expansions to their operational areas are subject to these standards.

1 *Site plan*. A site plan showing the existing lot, all existing and proposed buildings, quarries, pits, stock piles and other relevant features of the quarry operation.

2. *Access*. Current and proposed roads leading to any part of the operation shall be constructed with a gravel or asphalt stone surface and maintained in a dust free manner.
3. *Setbacks*. All operational areas not in common ownership of the facility entity shall be setback a minimum of fifty feet (50') from adjoining property lines.
4. *Noise*. Noise shall not exceed the levels prescribed in Section 21-241 of this Chapter.
5. *Blasting*. All activities and operations involving blasting that are discernable beyond the external property line shall only be conducted during daylight hours.

~~(2)~~ **(3)** *Manufacturing trade group.*

a. Pulp mills (SIC 261); paper mills (SIC 262); chemicals and allied products (SIC 28) except Drugs (SIC 283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284); petroleum refining and related products (SIC 29); leather and finishing (SIC 311~~4~~); hydraulic cement (SIC 324); structural clay products (SIC 325); concrete, gypsum and plaster products (SIC 327); abrasives, asbestos, non-metallic mineral products (SIC 329); primary metal industries (SIC 33); ammunition except for small arms (SIC 3483), ordinance and accessories (SIC 3489); ~~*power, distribution and specialty transformers (SIC 3612);*~~ *and wholesale trade group: chemical and allied products (SIC 516) and petroleum and petroleum related products (SIC 517).*

1. *Minimum lot size.*

   i. Five (5) acres for manufacturing group uses regulated under this subsection.

   ii. Ten (10) acres for wholesale trade group uses regulated under this subsection.

2. *Location of structures, storage of materials.* The location of principal structures and storage of flammable or hazardous materials shall be two (2) times the required buffer area in article IX. However, parking, storage of nonflammable and nonhazardous materials, etc. may be placed up to the required additional buffer.

3. *Site location.* Site shall have primary access to arterial or major collector street. This requirement is not applicable to expansions of facilities regulated under this subsection, which are contiguous to facilities existing prior to August 16, 2004.

4. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent entrance to the operational area by unauthorized persons. Fencing standards shall be as specified in section 21-215(2)(b)2.

5. *Dust, odor, glare.* Dust, odor, and glare shall not be noticeable at adjacent residential property lines.

6. *Removal and reclamation.* Applications for new facilities classified in SIC 28 except Drugs

(SIC 283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284), 29, ~~3612,~~ 516 & 517 & temporary use permits for facilities classified as SIC 2951 & 3241 seeking approval pursuant to section 21-281(2) of this chapter may be required to provide written documentation substantiating that the applicant or operator has and will maintain a surety bond payable to Rowan County sufficient to disassemble and remove any outdoor equipment, stockpiles, etc. or reclaim any excavated areas once the facility ceases production for a period of three hundred sixty (360) days. The bond amount shall be based on an estimate provided by a registered professional engineer or architect having professional credentials, recognized expertise or specialization in construction and removal of similar facilities. Renewable bonds are expected to provide updated estimates and reflect increases due to labor costs, demolition practices, addition of equipment, etc. The requirements of this item are not applicable to expansions of facilities regulated under this subsection, which are contiguous to the facilities that existed prior to August 16, 2004.

7. *Screening.* Screening standards for new facilities and expansions to existing facilities regulated under this subsection shall be as follows:

   i. *New facilities.* When a new facility shares a common property line(s) with a more restrictive zoning district, Type B screening requirements established in section 21-215(2)(b)1.--3. of this chapter are applicable to the portion of the facility's operational area bordering that property line(s). New facilities sharing a common property line with an identical zoning district are subject to the screening requirements based on the land use relationships established in section 21-216. However, Type B screening may be necessary in some instances to provide visual separation from the side and rear property lines when characteristics of the site such as topography, vegetation, line of sight with adjacent developed properties, etc. prevent effective screening when employing the standards of section 21-216. Type A screening requirements established in section 21-215(1)(b)1.--4. are applicable to the front yard of the operational area of the facility. Notwithstanding the screening requirements of this section, the preservation of existing vegetation as outlined in section 21-218 shall be depicted of the site plan as appropriate. Applicability of screening and buffering standards of this section are not preempted when adjacent tracts are in common ownership or a tract is subdivided in an attempt to circumvent these requirements.

   ii. *Expansions to existing facilities.* Contiguous expansions of facilities regulated under this subsection, which existed prior to August 16, 2004, are subject to the land use relationships established in section 21-216.

8. *Separation.* The facility shall be no closer than one-half (1/2) mile from a church, licensed daycare, public or private school, health care facility, public park or existing inhabited dwelling. The distance shall be measured from any portion of the property dedicated or utilized for the function of the church, licensed daycare, public or private school, health care facility, public park or existing inhabited dwelling including but not limited to buildings, recreation and parking areas, etc. and the nearest point of the operational area of the proposed facility. The standards of this item are not applicable to expansions of facilities regulated under this subsection, which are contiguous to the facilities that existed prior to August 16, 2004.

b. *Winery **(SIC 208 (pt))**.* Facilities must be operated in association with an on-site vineyard sufficient to serve as the primary crop source in the production.

   1. *Setbacks.* The facility shall meet the setback requirements of Section 21-84. (Table of dimensional requirements)

2. *Screening.* The facility shall meet the screening requirements of Article IX. (Screening and Buffering)

3. *Licenses and permits.* All required licenses and permits (i.e. Environmental Health, ABC, etc.) shall be obtained prior to operation of the facility.

~~(3)~~ **(4)** *Transportation, communications, electric, gas and sanitary services group: Communications and Wireless support structures (SIC 48(~~part~~ pt)).*

a. *New wireless support structures*. For all new wireless support structures, the county encourages the applicant to investigate preferred sites and those locations that minimize the impact to the North Carolina Scenic Byway corridor. In the event the new wireless support structure cannot be located at a preferred site, evidence that the applicant has investigated the possibilities for co-location on an existing wireless support structure shall be presented with its application. At a minimum the evidence should contain:

1. Copies and responses of certified letters sent to owners/operators of all existing towers and structures with telecommunications facilities within the search ring of the proposed site, requesting the following information:
   i. Height above ground and sea level.
   ii. Existing tenants, including any telecommunication service providers and planned tower use.
   iii. Whether the existing site could accommodate the addition of their wireless facilities.
   iv. If the addition of their wireless facilities cannot be accommodated, an assessment of whether the existing site could be upgraded and a general description of the means and projected costs of shared use of the tower.
2. Inventory of all preferred sites, and alternative tower structures considered within the search ring, including specific analysis of each preferred site and alternative tower structure outlining positive and negative aspects for utilizing.
3. A completed application for a new wireless support structure shall include:
   i. Two copies of a site plan registered professional engineer or a professional land surveyor as provided in section 21-52.
   ii. Topography information for the equipment compound and fall zone including base elevation of wireless support structure or alternative tower structure.
   iii. Tower height and height of antenna location (if different).
   iv. Setbacks including ingress and egress easements, fall zone, fencing and screening requirements found in section 21-215(1)b.1.--3.
   v. Adjacent land uses and the separation distance from antenna facility to the nearest occupied residential dwelling.
4. Using the latitude and longitude of the proposed wireless support structure location as a fixed point, obtain actual photographs of the site that present a 0 degree (north); 90 degree (east); 180 degree (south); 270 degree (west) perspective toward the fixed point from the nearest North Carolina DOT maintained roads in relation to the site.
5. Utilizing each of the photographs from item 4. above, create a simulated photographic image of the proposed wireless support structure or antenna addition to an alternative tower structure from each of the perspectives referenced above depicting the tower at a scale relative to its surroundings with specific regard to height and width.
6. Engineering report certifying the tower is compatible for co-location with a minimum of five (5) compatible users including the primary user and copy of co-location policy.

b. *Tower heights and types.* To maintain the character of the rural areas of the county and allow for placement in the commercial and industrial areas of the county, new wireless support structures will be regulated in the following manner:

1. Rural Agricultural (RA), Rural Residential and Neighborhood Business (NB) districts. Monopole not to exceed one hundred ninety-nine (199) feet based on five (5) co-located antenna arrays.

2. Commercial, business, industrial (CBI), Industrial (IND), 85-ED-1, 85-ED-2, 85-ED-3, and 85-ED-4. Monopole or lattice tower not to exceed two hundred fifty (250) feet based on six (6) co-located antenna arrays.

3. Requirements 1. and 2. of this subsection may be modified by the board of commissioners based upon:

i. Evidence presented by the applicant that demonstrates a height increase is in the interest of public safety or is necessary to provide the applicant's designed service.

ii. An alternative design would better blend into the surrounding environment regardless of zoning district.

c. *Provisions for tower safety.* New towers must either be so designed as to land upon its own property or lease area in the event of a fall as certified by a North Carolina registered professional engineer or have a minimum lot size or lease area no less than ten thousand (10,000) square feet and have an accompanying fall zone easement equal to the tower height plus ten (10) feet. New composite tower shall, at a minimum, fully loaded, comply with TIA/EIA-222F.

d. *Retention of consultant.* The county may elect to retain a consultant or professional services to review the application and make determinations and recommendations on relevant issues including, but not limited to, verification of the applicant's due diligence, analysis of alternatives and compliance with state and federal rules and regulations. The applicant shall pay any expense for consulting or professional services in excess of the application fee. The county shall require any consultants to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant. At the request of the applicant, the zoning administrator shall arrange an informal consultation with the applicant to review the consultant's report prior to any ~~public~~ hearing on the application. All determination costs not excluded by ~~NCGS~~ **G.S.** ~~153A-349.52(f)~~ **160D-933(d)** are reimbursable by applicant.

e. *Obstruction lighting and marking.* Wireless support structures located within the county's airport zone overlay may exhibit obstruction lighting and marking in accordance with the Federal Aviation Administration standards. All other towers shall be of galvanized finish, or painted with a rust protective paint of an appropriate color to harmonize with the surroundings as approved by the board of commissioners. Requirements of this subsection may be modified by the board of commissioners based upon an increase in tower height or location in another jurisdiction's regulated air space or in the interest of public safety.

f. *FCC license required.* The applicant for a new wireless telecommunication facility must be currently licensed by the FCC to provide fixed or mobile wireless communication services, or if the applicant is not such an FCC licensee, must demonstrate that it has binding commitments from one (1) or more FCC licensees to utilize the wireless telecommunication site once constructed.

~~(4)~~ **(5)** *Electric, Gas, and Sanitary Services.*

a. *Electric services (SIC 491) all except Solar Energy Systems, Gas Production and*

Distribution (SIC 492), Combination electric and gas and other utility (SIC 493), sewerage systems (SIC 4952), ***permitted*** *refuse systems (SIC 4953 (pt)-), and Land Clearing and Inert Debris Landfill [LCID] (SIC 4953 (pt)-).*

1. *Setbacks.* All improved areas, including disposal areas, shall be at least two hundred (200) feet from a zone lot line.
2. *Separation.* Improved areas shall be at least three hundred (300) feet from any residence, church, or school.
3. *Dust, odor, glare.* All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.
4. *Operation.* An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.
5. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.
6. *Other special conditions.* Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes.
7. *LCID operations.* An LCID site comprising one-half (.5) acre or less is governed by Section 21-277(b)5; otherwise, LCID sites are subject to the standards of this subsection.

b. *Utility Scale Solar energy systems* (SIC 491 (pt.))

1. *Setbacks*. The system area and equipment setbacks shall be as follows:

   i. System Area.

      1. One hundred feet (100') from adjoining property lines and road rights-of-way.

      2. Common property lines within the system area are not subject to setback standards.

   ii. Equipment Setbacks. All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school.

2. *AZO*. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted. Systems proposed within the approach surface of the AZO shall provide an approved FAA form 7460-1.
3. *Size*. To preserve industrial properties for job creation, tax base and economic development opportunities, the maximum system area shall be no greater than twenty-five (25) acres.
4. *Screening, Buffering and Fencing*. To reduce visual impacts and provide separation between the system area and an existing residence, church or school on an adjoining property located within three hundred (300) feet of the system area perimeter, the applicant may propose use of option (i) or (ii) noted below:

i. Standards contained in Sections 21-215(2)(b)(1) and (2) applied to the segment(s) of the system area perimeter adjacent to the developed parcel, or

ii. Demonstrate by photo simulation that use of Alternative Buffer and Screening per Section 21-217 and, or Existing Vegetation per Section 21-218 will achieve or exceed the standards of item (i) herein.

iii. Security fencing six (6) feet in height shall be provided along the entire system area boundary, except along a segment where 21-215(2)(b(2) is required.

5. *Glare*. All solar collectors utilized in the solar energy system shall have an anti-reflective coating. The applicant shall provide the manufacturer, model number and any other information that readily identifies the solar collector to be utilized at the site.

6. *Supplementary Materials*. The applicant shall provide the following with the conditional use permit application:

   i. Any relevant studies, reports, documents, recommendations or approvals related to the site that were prepared or received as part of its application to the NC Utilities Commission.

   ii. Evidence that the electrical utility provider has been informed by the applicant of their intent to install an interconnected system. Evidence may consist of copies and responses of certified letters (or similar) to the utility provider detailing their solar energy system plans, location, etc.

   iii. A copy of the Certificate of Public Convenience and Necessity for facilities over 2 megawatts or a copy of the Report of Proposed Construction for facilities under 2 megawatts approved by the North Carolina Utilities Commission.

7. *Required Plans.*

   Decommissioning Plan. The applicant shall provide a decommissioning plan that includes a cost estimate prepared by an NC Professional Engineer having professional credentials, recognized expertise or specialization in construction and removal of similar facilities detailing how the solar energy system will be removed and system area will be reasonably restored to its original condition in the event it does not produce energy for a three hundred sixty (360) day continuous basis. Acceptance of the decommissioning plan and cost estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. Prior to permitting, the applicant shall provide Rowan County financial surety at 1.25 times the mutually agreed cost estimate amount, which will remain in effect for the first ten (10) years of operation.

   At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.

   An updated decommissioning plan detailing costs shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and

six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

i. *Maintenance Plan*. The applicant shall provide a narrative detailing the manner, schedule and party responsible for ensuring routine maintenance of the solar energy system will occur. At a minimum, the plan must address the grounds, buffer, fencing, solar collectors and associated support structures, electrical connections, etc. Similarly, the plan must detail maintenance actions following storm events (wind, snow, etc.) and natural disasters (tornado, fire, etc.) that may cause damage to the facility.

ii. *Emergency Access Plan*. The applicant shall provide the Rowan County Emergency Services Director, Rowan County Fire Marshal and local fire department having jurisdiction an emergency access plan for their review.

~~(5)~~ **(6)** *Wholesale trade group.*

a. *Motor vehicle parts (outdoor), used in the IND district (SIC 5015).*

1. *Operation.* Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within a building enclosed on all sides shall be subject to the standards of this subsection.

2. *Setbacks.* No material shall be stored closer than one hundred (100) feet to a public right-of-way.

3. *Security fencing.* Security fencing, a minimum of six (6) feet in height, shall be provided and maintained to preclude unauthorized access.

b. *Livestock yard.*

1. *Setbacks.* One hundred (100) feet between improvements such as buildings, animal enclosures, and storage areas and any zone lot line.

2. *Dust, odor, glare.* All access roads and storage areas shall be maintained in a dust-free manner.

~~(6)~~ **(7)** *Retail trade group: Drinking Places (alcoholic beverages – SIC 5813).*

a. Separation. No drinking place shall be located within one thousand (1,000) feet of a church, public or private school, licensed day care, public park, or another drinking place. This distance shall be measured between the nearest point of operational areas for both the above uses and the proposed drinking place. This separation standard does not apply to non-conforming drinking places seeking approval under this subsection to expand within

the existing operational area but does apply to drinking places deemed abandoned or discontinued per Sec. 21-137.

~~(7)~~ **(8)** *Services group.*

a. *Archery ranges, shooting ranges, skeet ranges, trapshooting facilities and similar establishments including turkey shoots (outdoor) (SIC 7999 (pt)~~.~~).* The requirements for all facilities requiring a ~~conditional~~ **special** use permit are as follows. Turkey shoots operated by churches, civic groups or similar nonprofit organizations are exempt from these requirements.

1. *Shot containment.* Shooting range facilities shall be designed to contain all the bullets, shot, or arrows or any other debris on the range facility.
2. *Noise mitigation.* Noise levels measured at the property line where the facility is maintained or, in the case of leased land at the property line of any leased parcel shall not exceed the limits as provided in the county noise ordinance.
3. *Setbacks.* Notwithstanding the performance standards above, all shooting stations on a range facility shall be located a minimum of three hundred (300) feet from any zone lot line for firearm facilities and one hundred (100) feet for archery facilities. All targets shall be a minimum of fifty (50) feet from any property line.
4. *Warning signs.* Warning signs shall be posted at one-hundred-foot intervals along the entire perimeter of the shooting range facility. The signs shall be constructed of highly visible materials and colors.
5. *Hours of operation.* Shooting ranges shall be allowed to operate between sunrise and sunset, except that the hours may be extended for other purposes as follows:
   i. When a permit allowing such activity is issued in advance by the administrator;
   ii. For operation of the shotgun shooting range; or
   iii. For purposes of subdued-lighting certification of law enforcement officers; and
   iv. On Sundays, shooting shall not commence before 12:30 p.m.
6. *Additional site plan information.* Complete layout of each range, including shooting stations or firing lines, target areas, shotfall zones or safety fans, backstops, berms and baffles, projected noise contours for firearm shooting ranges, and existing and proposed structures, occupied dwellings within one-fourth mile, roads, streets, or other access areas, buffer areas, and parking areas for the range facility.
7. *Additional requirements for pistol/rifle shooting ranges.* Projectiles from pistol/rifle shooting areas shall be contained by an earthen berm or existing natural topography a minimum of fifteen (15) feet in height.
8. *Exceptions.* Operational hours may be increased under the following conditions:
   i. A permit allowing such activity is issued in advance by the administrator; or
   ii. The hours of operation may be increased no more than six (6) times a year for an official shooting tournament involving thirty (30) or more participants, without requiring a permit from the administrator.
9. *Lighting.* Lighting shall be located and designed to prevent light from directly shining on adjacent residential property.
10. *Licenses and permits.* All required and permits shall be obtained prior to operation of the facility.
11. *Trail marking.* All trails for archery ranges shall be clearly marked to the shooting

stations and shooting station signs shall be clearly visible.

12. *Insurance.* The organization shall maintain a minimum of one million (1,000,000.00) dollars general premises liability insurance for accident or damage suffered by persons on or near the site.

b. *Cabins (SIC 7011), Campgrounds and recreational vehicle parks (SIC 7033).*

1. *Minimum lot size.* The minimum lot size is two (2) acres.

2. *Setbacks.*

Front . …….. 50 feet

Side street . . ……. 30 feet

Side . . …… 20 feet

Rear …….. 20 feet

3. *Density.* The minimum size of spaces shall be determined by the county health department.

4. *Interior drives.* Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. "Hammerhead" style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of Chapter 19.5 of the Rowan County Code of Ordinances.

5. *Parking.* No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided.

6. *Screening and buffering.* Land uses in this category shall be considered a group 2 use and shall be screened accordingly.

7. *Additional Standards*. The standards noted below are in addition to those listed in this subsection, but applicable only to RV parks:

i. Water Supply. A dedicated method for providing an adequate on-site potable water supply, which may include an individual or multi-connection well system approved and permitted by the Rowan County Health Department or connection to a municipal system where available.

ii. Sewage Disposal. A dedicated method for providing an adequate on-site sewage collection disposal system, which may consist of an engineered septic tank system or dump station subject to approval by Rowan County Health Department or connection to a municipal system where available.

iii. Trash Removal. Provide a centralized trash dumpster(s) to accept the solid waste and or garbage generated by the RV park occupants. The dumpster should be emptied on a regular basis to prevent odor, rodents, etc., with its contents being disposed of at a facility licensed to accept the material(s).

iv. Street Addressing. Unless currently in compliance, the owner or operator of any RV park subject to the jurisdiction of this Chapter, shall have twelve (12) months from the adoption of these amendments to have all internal streets and each site or space addressed and displayed in accordance with Chapter 19.5 of the Rowan County Code of Ordinances.

v. Additions. Additions are not prohibited, but must be freestanding structures and obtain all requisite permits.

c. *Zoological garden (SIC 8422) located in the CBI district.*

1. *Site plan.* A site plan shall be provided showing all fencing, exhibit and storage areas, with types of animals specified.
2. *Minimum lot size.* The minimum lot size is twenty (20) acres.
3. *Smoke, odors, dust.* Operations shall not create any smoke, odors, or dust at a level which creates a nuisance to any person or normal sensitivities at the property lines.
4. *Setbacks.* All animal waste storage areas shall be a minimum of two hundred (200) feet from any zone lot line.
5. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent entrance by unauthorized persons. Containment of animals shall be sufficient to ensure the safety of the surrounding area and the county.

d. *Membership sports and recreation clubs (SIC 7997 ~~part~~ **(pt.)**)* ***all except baseball club, football club, soccer club, and similar athletic field operation***. The requirements of this section shall not apply to uses that comply with section 21-56(9)(b).

1. *Site plan.* A site plan shall be required as provided in article III, section 21-52.
2. *Buffering.* All parking areas shall be screened by a type A buffer from residentially zoned area.
3. *Lighting.* Lighting shall be located and designed to prevent light from directly shining on adjacent residential property.

e. *Civic, service and social fraternities (SIC 8641).*

1. *Buffers.* All buildings off street parking and service areas will be separated by a type A buffer from an abutting property in a residential zoning district or abutting a residential use.
2. *Site plan.* A site plan is required.
3. *Lot size.* The minimum zone lot size shall be two (2) acres.
4. *Setbacks.* Structures shall have fifty (50) feet side and rear yard setbacks.
5. *Provision of food and refreshments.* Provision for food, refreshment and entertainment for club members and their guests may be allowed in conjunction with this use if the board of commissioners determines that said provisions will not constitute a nuisance.

f. *Model automobile racing* ***(SIC 7999(pt))***. Use of these vehicles on a personal basis shall not be regulated in this section.

1. *Minimum lot size.* The minimum lot size shall be three (3) acres.
2. *Setbacks.* A fifty-foot separation from operational area to adjacent properties and road rights-of-way.
3. *Screening.* Type A screen is required around operational area.
4. *Noise.* The operation shall not exceed the maximum allowable noise levels as provided in section 21-241.
5. *Facility.* Track operation must be outdoors. Indoor operations must be located in the

NB, CBI, or IND zoning districts. The zoning administrator shall determine elements that constitute indoor.

g. *Rodeos, horse shows, rental of saddle horses, riding academies and schools, and riding stables (SIC 7999 (~~part~~ **pt**)).*

1. *Smoke, odors, dust.* Operations shall not create any smoke odors or dust at a level which creates a nuisance to any person or normal sensitivities at the property line.

2. *Setbacks.* All animals and animal storage areas shall be a minimum of one hundred (100) feet from any zone lot line.

3. *Parking.* Adequate off-street parking shall be provided for participants and spectators.

4. *Noise.* Noise shall not exceed the level allowed in the county noise ordinance for residential districts and Chapter 14 of the Rowan County Code of Ordinance for any associated amplified sound.

~~(8)~~ **(9)** *Unclassified uses: Adult uses.*

a. Spacing. No adult use shall be located within one thousand three hundred twenty (1,320) feet from any church, public or private school, day care, public park, single-family or multifamily residence, any hotel, motel, inn, tourist camp, or similar place designed for overnight accommodation, or another adult use. This distance shall be measured from any portion of the property dedicated or utilized for the function of the above uses and the nearest point of the operational area for the proposed adult use.

b. Treatment of windows, doors, etc. All windows, doors, openings, etc. for all adult uses shall be so located, covered, screened or otherwise treated so that views into the interior of the establishment are not possible.

c. No adult use shall include within the establishment any quarters designed for more than one person to view any adult materials while in the same immediate vicinity, other than the primary sales area of said adult establishment.

d. No adult use shall include within the establishment any private viewing areas designed for use by more than one person at any given time, nor shall any adult use permit more than one person at a time to occupy any private viewing area.

e. No adult use shall include within the establishment any means of adjoining connections between private viewing areas designed to allow more than one person any access to a single private viewing area at a time. "Adjoining connections" includes, but is not limited to, any doors, windows, access panels, opening of any size whatsoever, in walls that separate individual viewing areas.

An adult use operating as a conforming use shall not be made nonconforming by the subsequent location of a church, public or private school, day care, public park, single-family or multifamily residence, any hotel, motel, inn, tourist camp, or similar place designed for overnight accommodation, or another adult use within one thousand three hundred twenty (1,320) feet of the adult use.

f. If approved for a ~~conditional~~ **special** use permit, an application and a nonrefundable fee must be presented to the zoning administrator to obtain an adult use license. At a minimum, the application shall include the following:

1. Sufficient evidence to determine compliance with applicable portions of subsection 21-60~~(8)~~ **(9)**.

2. Sufficient evidence to determine compliance with any conditions of approval imposed by the board of commissioners.
3. Acknowledgement that a supervisor will be present during hours of operation to enforce all applicable standards of approval.
4. Acknowledgement that the business shall permit staff from appropriate county, state, or federal governments to inspect site for compliance with all applicable regulations any time during hours of operation.
5. License fee as required by the board of commissioners.
6. Acknowledgement that, if approved, license must be renewed annually to continue operation of business. Applicants must promptly reapply thirty (30) days before the expiration date to ensure a timely response.

The zoning administrator will approve or deny the license request within thirty (30) days of receiving the request. A license may not be issued if one of the following findings has been made:

1. License fee has not been received.
2. Application is not complete or contains false information.
3. Site is currently in violation of zoning ordinance or condition of approval.

No adult use business may operate until the zoning administrator has approved the license request. The license shall expire one year from the date of approval and may only be renewed by a subsequent application.

Inspections. The zoning administrator shall suspend an adult use license for thirty (30) days if one of the following determinations has been made:

1. Refuse inspection by officials permitted by this ordinance during hours of operation.
2. Provided false or misleading information during the ~~conditional~~ **special** use or licensing process.
3. Site is not in compliance with zoning ordinance or conditions of approval.

The adult use license will be revoked if, after the suspension period, the zoning administrator has determined that one of the above findings is still accurate.

~~(9)~~ **(10)** *Racetracks (SIC 7948 (~~part~~ pt)).*

a. *Lot size.* The minimum lot size shall be twenty (20) acres for a go-kart track and shall be fifty (50) acres for drag strips and motor speedways.
b. *Location.* The racetrack facility shall be located on a lot which has direct access to; or is contained in a commercial or industrial park which has direct access to a major thoroughfare, major collector, minor thoroughfare, minor collector, principle arterial, interstate, or service road.
c. *Lighting.* No lights shine on abutting residential property.
d. *Setbacks.* Go-kart tracks and stands shall be set back three hundred (300) feet from the property line. All other operations including parking shall be set back one hundred (100) feet from the property line. Drag strip and motor speedway operations, including parking, shall be set back three hundred (300) feet from side and rear property lines and one hundred (100) feet from all front and side street property lines.

e. *Security fencing.* A secure fence shall be provided to restrict entry when the facility is not open.

f. *Buffer.* Notwithstanding other provisions of this chapter, a type B buffer shall be provided along all side and rear property lines unless the facility abuts a similar operation.

g. *Hours of operation.* Hours of operation shall not exceed 7:00 a.m. to 11:00 p.m.

h. *Muffled race vehicles.* All vehicles shall be equipped with mufflers.

i. *Noise standards.* The operation of the track will not exceed the maximum allowable noise levels as provided in this chapter or the county noise ordinance.

~~(10) *Reserved.*~~

(11) *Manufactured home parks.*

a. *Application.* An application shall be provided with:

1. Site plan as provided in section 21-52; and

2. Manufactured home park name, name(s) and address(es) of owners and park designers.

b. *Board of commissioners review of the development proposal.* The board of commissioners shall review the site plan and other pertinent information to ensure that the general health, safety and public welfare have been adequately protected. In approving the plan, the following criteria must be met:

1. Adequate transportation access to the site exists;

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

3. Hazardous safety conditions will not result;

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

5. Excessive traffic or parking problems will not result; and

6. The use will not create significant visual impacts for adjoining properties or passersby.

c. *Setbacks from external property lines.* Setbacks for manufactured homes from adjacent property lines and rights-of-ways are fifty (50) feet.

d. *Setbacks within park.* Setbacks for spaces within park, measured from edge of applicable street or property line:

Front …… . . 20 feet

Side . . …….. 15 feet

Rear . …….. . 20 feet

e. *Proximity to a livestock facility.* No manufactured homes within a manufactured home park shall be located within three hundred (300) feet of any livestock facility.

f. *Parking.* Each manufactured home space shall have four hundred (400) square feet of parking with four (4) inches of compacted stone on a well compacted subgrade.

g. *Public road frontage.* The park is required to have thirty-five (35) feet of frontage on a publicly maintained road.

h. *Internal street standards.*

1. *Generally.* All lots shall be served by an internal street. No access directly to an existing state road is allowed for individual lots. Internal streets shall be paved a minimum of sixteen (16) feet wide. The base course shall be six-inch ABC or three-inch BCBC. The pavement surface shall consist of BST or one and one-half inch BST or I-2. All materials shall meet the standards set forth in the latest edition of the North Carolina Standard Specifications for Roads and Structures. The subgrade, base course, and pavement surface shall be inspected and approved by the county planning and development department before a certificate of occupancy is issued. The owner of the park shall be responsible for coordinating inspection of each phase of street construction with county planning and development department. The owner of the manufactured home park shall be responsible for arranging required internal street inspections with the planning department a minimum of twenty-four (24) hours in advance. Drainage shall be reviewed prior to issuing a certificate of occupancy for the manufactured home park. All storm drainage shall be adequate so that the road may be maintained without excessive cost and will not cause flooding. In areas where ditch grades or qualities of flow deem it impractical to maintain and establish vegetation, an erosive resistant lining, such as paving or rock riprap may be required. Subsurface drainage shall be adequate to maintain a stable subgrade.

   Note: Subgrade. No base course shall be placed on muck, pipe clay, organic matter or other unsuitable material. The zoning administrator may require a subgrade soil test, if needed, to determine the soils classification type.

2. Abbreviations.

   ABC: Aggregate Base Course, No. 7 Stone.

   BCBC: Bituminous Concrete Base Course, Type HB (Black Base).

   BST: Bituminous Surface Treatment.

   I-2: Bituminous Concrete Surface Course, Type I-2 (Note: I-1 may be used in lieu of I-2).

   SA: Bituminous Concrete Surface Course, Type F-1 (Sand Asphalt).

i. *Street names.* Permanent street names shall be assigned to all internal streets.

j. *Signs.* Signs shall be provided as follows:

1. Street name signs shall be provided;

2. One (1) identification sign is required at each entrance to the manufactured home park.

k. *Space numbering.* Each space shall have a site number, a minimum of four (4) inches in height clearly visible from the internal street serving the space.

l. *Lighting.* Street light at all intersections, internal and with public roads. Street lights at intervals no greater than five hundred (500) feet for parks with ten (10) or more spaces.

m. *Trash removal.* The owner of the park shall provide one (1) of the following methods:

1. Provision of centralized trash dumpsters; or

2. Provision of individual covered trash containers, picked up at least once a week.

n. Density shall be calculated per gross acre as follows:

1. Individual well and septic tank: Twenty thousand (20,000) square feet per unit.
2. Public water or public sewer: Fifteen thousand (15,000) square feet per unit.
3. Public water and public sewer: Ten thousand (10,000) square feet per unit.

(12) *Broadcast towers: SIC 4832 radio and SIC 4833 television broadcasting.*

a. *Co-location.* In order to limit visual impacts in the RA district, co-location of radio and broadcast antennas on existing broadcast towers should be the primary method for providing new or expanded radio and television coverage. Inasmuch as co-location is the preferred method for providing new or expanded radio and television coverage, co-locations may be approved administratively provided the following criteria accompanies the request:

1. Two (2) copies of a site plan prepared by a registered professional engineer or professional land surveyor as provided in section 21-52.
2. Height above ground and sea level of broadcast tower and height of antenna for proposed co-location.
3. Existing tenants on the broadcast tower and their heights above ground and sea level.

b. *Analysis of existing broadcast towers.* In the event the broadcast antennas cannot be co-located on an existing broadcast tower, evidence that the applicant has explored co-location opportunities with all broadcast towers in Rowan County shall accompany an application for a new broadcast tower. At a minimum, evidence of their due diligence should include:

1. Inquires and responses to existing broadcast tower owners/operators within Rowan County requesting the following information:

i. Tower height and height available for co-location.

ii. Assessment of whether tower could be upgraded to accommodate their co-location, i.e. structural and/or increase in height.

2. Using each of the broadcast towers inventoried above, provide a station coverage map depicting the anticipated signal contours for city grade vs. market grade based on height available for co-location. Areas of signal overlap and interference with other broadcast stations (as applicable) should be distinguished as well or provided on a separate map. The map(s) should depict principal arterial roads, municipal and county boundaries.

c. *New broadcast towers.* All applications for new broadcast towers should contain the following:

1. Two (2) copies of a site plan prepared by a registered professional engineer or professional land surveyor as provided in section 21-52.
2. Topography information for site; base elevations of tower site; tower height and antenna location.
3. Setbacks including access easements, fall zone, fencing and screening requirements found in section 21-215(1)b.1.--3.
4. Using the latitude and longitude of the proposed tower location as a fixed point,

obtain actual photographs of the site that present a 0 degree (north); 90 degree (east); 180 degree (south); 270 degree (west) perspective toward the fixed point from the nearest North Carolina DOT maintained roads in relation to the site.

5. Create photo simulations from each of the perspectives referenced above depicting the tower at a scale relative to its surroundings with specific regard to height and width.
6. Certification from registered professional engineer that channel, frequency and power of transmitter are operating within FCC licensing limits.
7. Provide a station coverage map depicting the anticipated signal contours for city grade vs. market grade. The map should depict principal arterial roads, municipal and county boundaries.
8. Indicate the total population and number of persons located within the coverage area based on most recent decennial census; specifically indication the same for Rowan County.
9. If the broadcast tower application is a site move or city of licensure change, provide the total population based on most recent decennial census and population based on most recent decennial census that will no longer receive coverage.

d. *Tower viewshed.* New broadcast tower locations should limit visual impacts to the North Carolina Scenic Byway, National Register of Historical Properties and those on the statewide study list for inclusion in the National Register program. In an effort to portray the visual impacts the tower has on the surrounding area, the applicant shall provide terrain profile maps prepared in the following manner:

1. Using the latitude and longitude of the proposed tower location as a fixed point, prepare terrain profile maps portraying line-of-site from the highest point on tower to limits of its visibility.
2. Maps should be from the perspective that present 0 degree (north); 90 degree (east); 180 degree (south); 270 degree (west) perspective from the fixed point to its limit of visibility.
3. For reference each map should graphically portray the location of the North Carolina DOT maintained road nearest the limits of visibility.

e. *Provisions for tower safety.* New broadcast towers must either be so designed as to land upon its own property or lease area in the event of a failure as certified by a North Carolina registered professional engineer. In the event tower failure is expected to occur beyond the property boundaries or lease area, a fall zone easement equal to the tower height plus ten (10) feet must be obtained.

f. *Retention of consultant.* The county may elect to retain a consultant or professional services to review the application and make determinations and recommendations on relevant issues including, but not limited to, verification of the applicant's sue diligence, analysis of alternatives and compliance with state and federal rules and regulations. The applicant shall pay any expense for consulting of professional services in excess of the application fee. The county shall require any consultants to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant. At the request of the applicant, the zoning administrator shall arrange an informal consultation with the applicant to review the consultant's report prior to any hearing on the application. All determination costs are reimbursable by applicant.

g. *Removal.* The applicant shall provide a surety bond substantiating that the applicant or tower owner has and will sustain the financial ability to disassemble and remove the tower, once no longer in operation. Notice shall be provided to the zoning administrator when any broadcast tower is not operational for a continuous period of three hundred sixty (360) days. Upon receipt of notification, the owner shall remove the tower within one hundred twenty (120) days.

h. *Obstruction lighting and marking.* The broadcast tower shall be of a galvanized finish, or painted with a rust protective paint of an appropriate color to harmonize with the surroundings as approved by the board of commissioners. Lighting of the tower shall be as required by the FAA.

i. *FCC license required.* The applicant for a new broadcast tower must be currently licensed by the FCC to provide AM, FM or television broadcast services within an area of licensure that includes Rowan County.

(13) *Specific* ~~conditional~~ **special** *use criteria for off-premises signs.*

a. Separation of off-premises signs shall be one thousand (1,000) feet per road side as measured parallel to the road travelway. The road side is considered to consist of one (1) side of the road. Only one (1) sign per one thousand (1,000) feet shall be allowed per roadside. This standard shall apply to all roads, except signs exempted in section 21-181.

b. Location of off-premises signs, excluding those exempted in sections 21-135(g) and 181, shall be limited to the CBI and IND zoning districts. In addition the property shall meet the following standards.

1. On property (tax parcel) which has one (1) or more permanent structures devoted to commercial or commercial activity or otherwise on which commercial or industrial activity is conducted extending outward five hundred (500) feet beyond the edge of the activity. The building shall be within six hundred sixty (660) feet of nearest edge of right-of-way.

2. Said activity shall have been on the site three (3) months or more.

3. Site shall have all required local state and federal privilege licenses as required by law.

4. The activity shall be serviced by approved utilities.

5. The activity shall have direct or indirect vehicular access and be a generation of traffic volume.

6. Employees shall be on site during usual normal and customary hours for that activity.

7. The activity shall be visible and recognizable as commercial or industrial.

c. For the purpose of this section none of the following activities shall be commercial or industrial:

1. Outdoor advertising structures or activity or any other business or industrial activity carried on in connection with an outdoor advertising activity.

2. Agricultural uses.

3. Transient or temporary activities including seasonal activities.

4. Activities conducted in a building principally used as a residence.
5. Railroad tracks or sidings.
6. Sign face area per side shall not exceed four hundred fifty (450) square feet on I-85 or three hundred (300) feet on all other roads. "Double-decker" signs are prohibited as are tandem signs.
7. Height shall not exceed fifty (50) feet over roadway.
8. The signs shall have a one thousand-foot separation from residences to limit detrimental effects on the residential property.

(14) ~~*Winery, Wine Tasting Room*~~ ***Reserved***

~~a. *Setbacks.* The facility shall meet the setback requirements of Section 21-84. (Table of dimensional requirements)~~

~~b. *Screening.* The facility shall meet the screening requirements of Article IX. (Screening and Buffering)~~

~~c. *Licenses and permits.* All required licenses and permits (i.e. Environmental Health, ABC, etc) shall be obtained prior to operation of the facility.~~

(15) *Residential clustering.*

a. *Purpose.* The purpose is to encourage innovative development by allowing variations from normal regulations pertaining to dimensional criteria provided in article IV. In addition to the requirements of this subsection, approval of cluster subdivisions shall require approval as required by the subdivision ordinance.

b. *Development standards.* Proposed residential clustering shall contain a minimum of four (4) dwelling units on a total area of two (2) or more acres.

c. *Setbacks from exterior lot lines.*

Front, from rights-of-way …….. . . 75 feet

Side . . …… 40 feet

Side street, from rights-of-way . . …… 50 feet

Rear . …….. . 40 feet

d. *Internal setbacks.*

Front, from edge of roadway . . ……... 20 feet

Side . . ……. 0 or 10 feet

Rear . . ……. 0 or 10 feet

e. *Buffers.* As required for MFR districts.

f. *Density.* To determine the total number of dwellings allowed for gross acreage excluding rights of way on public roads shall be divided by the minimum lot size allowed in the zoning district the subject property is in.

g. *Common areas.* Maintenance of the common areas shall be the responsibility of a homeowner's association, unless a written agreement is made or the area has been deeded or accepted by the county or a local municipality. If required, the homeowners association shall be responsible for the maintenance, payment of taxes, and shall

control the open space area subject to restrictive covenants.

(16) *Multi-family developments.*

a. *Application.* An application shall be provided with:

1. Site plan as provided in section 21-52; and

2. Development name and name(s) and address(es) of owners and designers.

b. *Density.* The maximum number of units allowed is as follows:

Public water and sewer: Twelve (12).

Public or community water or public sewer or approved package treatment plant: Eight (8).

Individual or multi connection well & individual septic tank: Three (3).

c. *Modification of dimensional requirements.* Notwithstanding other provisions of this chapter, the Board of Commissioners may approve a site plan as provided herein which modifies the dimensional criteria from Article IV. Additionally, the subdivision of lots may be allowed as provided by chapter 22 section 58 of the Subdivision Ordinance for a planned unit development (PUD).

(17) *Event center.*

a. *Minimum lot size.* The minimum lot size shall be five (5) acres.

b. *Public road frontage.* The event center property is required to have at least thirty-five (35) feet of frontage on a publicly maintained road.

c. *Setbacks.* All operational areas with the exception of the driveway shall be a minimum of one hundred (100) feet from property lines.

d. *Parking.* Adequate off-street parking shall be provided for all attendees.

e. *Lighting.* Lighting shall be located and designed to prevent light from directly shining on adjacent residential property.

f. *Noise.* Amplified sound is subject to Chapter 14 of the Rowan County Code of Ordinances.

(Ord. of 1-19-98, § IV; Ord. of 7-12-99; Ord. of 10-18-99(2), § 2; Ord. of 1-15-01; Ord. of 7-9-01; Ord. of 3-18-02(2); Ord. of 8-19-02(2); Ord. of 5-19-03; Ord. of 8-16-04; Ord. of 9-20-04; Ord. of 11-15-04; Amend. of 3-7-05; Amend. 7-1-05; Amend. of 8-20-07; Amend. of 4-21-08; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 9-6-11; Amend. of 3-5-12; Amend. of 1-22-13; Amend. of 3-4-13; Amend. of 8-19-13; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 1-5-15; Amend. of 9-6-16; Amend. of 10-17-16; Amend. of 10-15-18; Amend. of 2-4-19; Amend. of 9-3-19)

Sec. 21-61. Conditional districts.

(a) Purpose. There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure **must be petitioned by the property owner or their authorized agent** ~~is intended for~~ **as a** firm development ~~proposals,~~ **proposal** and **not** ~~is neither intended nor suited~~ for securing early zoning for tentative uses which may not be undertaken

for a long period of time.

General Zoning Districts	*Conditional Districts*
RS	RS (CD)
RR	RR (CD)
RA	RA (CD)
MHP	MHP (CD)
MFR	MFR (CD)
CBI	CBI (CD)
85-ED-1	85-ED-1 (CD)
85-ED-2	85-ED-2 (CD)
85-ED-3	85-ED-3 (CD)
85-ED-4	85-ED-4 (CD)
IND	IND (CD)
NB	NB (CD)
INST	INST (CD)

(b) *Applications.* Applications for conditional districts shall be on forms provided by the county planning and development department. Only property owners or their authorized agents shall apply for rezoning to an appropriate conditional district (amended 6-19-00). In addition to the general information required in section 21-52 and other applicable sections of this chapter, the petitioner may propose additional limitations or restrictions to ensure compatibility between the development and the surrounding area. Only uses listed in section 21-113 as permitted by right may and as a CD be considered within a conditional district.

(d) *Permitted uses and development requirements.* Upon approval of a conditional district, only the use or uses identified in the conditional district are allowed subject to any associated conditions or limitations therein. All use requirements of the underlying general use district shall apply as well as all other requirements of the ordinance. In no situation shall approval of a conditional district reduce required standards of this ordinance unless otherwise provided herein.

(e) *Review Procedures.* Conditional district requests shall follow review procedures referenced in Sec. 21-362.

(f) *Conditional District Approval.* The board of commissioners may approve a reclassification of a property to a conditional district only upon determining that the proposed use or uses will meet all standards and regulations in this chapter that are applicable. Specific conditions applicable to the districts may be proposed by the petitioner or the board of commissioners, but only those conditions ~~mutually approved~~ **consented** by the ~~board and the~~ petitioner **in writing consistent with G.S. 160D-703(b)**may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to applicable ordinances**,** ~~and an~~ officially adopted comprehensive ~~or other~~ ~~plan~~ **plans,** ~~and~~ **or** ~~those that address the~~ impacts reasonably expected to be generated by the development or use of the site. The approval of the district and any requested conditions shall be included on an approval form provided by the county. If the approval and any attached conditions are acceptable to the petitioner, then this acceptance shall be indicated by the petitioner signing the approval form.

(Ord. of 1-19-98, § IV; Ord. of 6-17-02; Amend. of 3-7-05; Amend. of 2-20-06(1); Amend. of 6-16-08; Amend. of 6-19-10; Amend. of 3-5-12; Amend. of 9-6-16)

Sec. 21-62. Effect of approval for conditional districts.

(a) *Conditions attached to approval.* Approval of a conditional district and the attached conditions are binding on the property as an amendment to the zoning maps. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district, the approved rezoning request, and all conditions attached to the approval. In accordance with Sec. 21-11**(c)**, an approved conditional district secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.

(b) *Uses allowed.* Only uses and structures indicated on the approved site plan shall be allowed on the subject property. All uses and structures in a conditional district shall also comply with all standards and requirements for development in the underlying zoning district.

(c) *Effect on zoning maps.* Following approval of the rezoning request for a conditional district, the subject property shall be identified on the zoning map by the appropriate district designation as listed in section 21-61 (a). All parallel conditional use districts approved prior to September 6, 2016 shall hereby be replaced by a comparable conditional district. For example, a pre-existing CBI-CUD designation will be changed to a CBI-CD designation. Associated applications, site plans, conditions, and limitations placed on the conditional use district are incorporated without change into the standards and conditions for the new conditional district. Changes to a pre-existing conditional use district are subject to the conditional district process identified in subsection (d). Nothing in the section shall be interpreted to invalidate a pre-existing conditional use district.

(d) *Alterations to approval.* Alterations to an approved plan for a conditional district shall be as provided in this subsection.

(1) Except as provided in subsection (2) below, changes to the approved conditional district and maps shall be treated as amendments to this chapter and the zoning maps.

(2) Minor changes.

a. The county recognizes slight deviations in site-specific development proposals may arise, warranting changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners subject to the following criteria:

1. Relocation of operational area improvements that do not project into the required setback;

~~2. One time expansions that do not exceed the lesser of ten (10) percent of the approved structure or one thousand (1,000) square feet for nonresidential uses;~~

~~3. One time expansions that do not exceed the lesser of ten (10) percent of the development or five (5) units;~~

~~4.~~ **2.** Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; or

~~5.~~ **3.** Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval.

b. Regardless of Sec. 21-62(d)(2)(a)(1-~~5~~ **3**), the planning director may forward the requested change to the Board of Commissioners for consideration in the same procedure as required for the original issuance of the conditional district as per Sec. 21-61(b). All other changes shall be reviewed by the Board of Commissioners as per Sec. 21-61(b). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.

c. Requests for a minor change may be submitted to the planning director at any time, although proposals to change or amend any approved conditional district shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change the district unless deemed appropriate by the planning director. ~~The applicant may appeal the decision of the planning director to the Planning Board. The Planning Board will make a recommendation for the Board of Commissioners' consideration.~~ **Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board.** Failure of the Board of Commissioners to ~~set~~ **schedule** a ~~public~~ **legislative** hearing regarding an amendment shall constitute denial of the request and conditions of the original district shall remain in effect.

d. The Board of Commissioners may consider revocation of an approved conditional district through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the district if it is factually determined that one or more instances listed below have occurred:

(1) ~~The vested rights time period from Sec. 21-11 lapsed~~ **Substantial departure from the approved application, plans, or specifications**;

(2) ~~The permit was obtained by fraud~~ **Refusal or failure to comply with the requirements of any applicable local development regulation**;

(3) ~~Non-compliance with the approved site plan and / or conditions of approval~~ **False statements or misrepresentations made in securing the approval**; **or**

(4) ~~Repeated zoning code violations or criminal activity; or~~ **Mistakenly issued in violation of an applicable State or local law.**

~~(5) Eminent threat to public health or safety.~~

Failure to validate at least one of these instances shall allow the conditional district to remain valid. Petitioners may appeal this decision to superior court. Should a conditional district be revoked, the Board of Commissioners will rezone the property back to a general zoning district.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16)

Sec. 21-63. Application re-submittal for ~~conditional~~ special use permits and conditional districts.

(a) If conditionally approved, the applicant may submit a revised application within forty-five (45) days of having received the decision of the appropriate board. The revised application shall include provisions described in conditions placed on the application. If the conditionally approved application is not resubmitted within the prescribed time period the application shall

be deemed to be disapproved.

(b) If a ~~conditional~~ **special** use permit or conditional district application is denied, the administrator shall not accept another application similar to the denied application for the same property or a portion of the same property for a period of twelve (12) months from the date of the ~~public~~ hearing, unless the administrator determines that:

(1) There has been a significant zoning district reclassification of an adjacent property;

(2) A new or updated land use plan which changes public policy regarding the property is adopted by the county; or

(3) Public facilities such as roads, waterlines, sewer lines, or other infrastructure are constructed or expand to serve the property and enable the proposed development to be accommodated.

(Ord. of 1-19-98, § IV; Amend. of 9-6-16)

Sec. 21-64. Conditional District Standards for Specific Uses.

The standards contained in this section are for specific land uses submitting conditional district applications.

(a) *Utility Scale Solar Energy Systems* (SIC 491 pt.)

1. *Setbacks*. The system area and equipment setbacks shall be as follows:

   i. System Area.

      a. One hundred feet (100') from adjoining property lines and road rights-of-way.

      b. Common property lines within the system area are not subject to setback standards.

   ii. Equipment Setbacks. All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school on an adjoining property.

2. *AZO*. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted.

3. *Screening, Buffering and Fencing*. To reduce visual impacts and provide separation between the system area and an existing residence, church or school on an adjoining property located within three hundred (300) feet of the system area perimeter, the applicant may propose use of option (i) or (ii) noted below. Nonetheless, the standards of this subsection may be increased or supplemented as provided in Section 21-61(e).

   i. Standards contained in Sections 21-215(2)(b)(1)and (2) applied to the segment(s) of the system area perimeter adjacent to the developed parcel, or

   ii. Demonstrate by photo simulation that use of Alternative Buffer and Screening per Section 21-217 and, or Existing Vegetation per Section 21-218 will achieve or exceed the standards of item (i) herein.

   iii. Security fencing six (6) feet in height shall be provided along the entire system area boundary, except along a segment where 21-215(2)(b)(2) is required.

4. *Access Roads*. Internal roads shall be constructed of aggregate base course (ABC) stone a minimum of six inches (6") thick. Gated entrance(s) shall be installed to prevent unauthorized access. When applicable, connection to an NCDOT maintained roadway shall be issued by an approved commercial driveway permit from NCDOT and the apron and roadway to the system area shall be paved.

5. *Decommissioning Plan*. Decommissioning Plan. The applicant shall provide a decommissioning plan that includes a cost estimate prepared by an NC Professional Engineer having professional credentials, recognized expertise or specialization in construction and removal of similar facilities detailing how the solar energy system will be removed and system area will be reasonably restored to its original condition in the event it does not produce energy for a three hundred sixty (360) day continuous basis. Acceptance of the decommissioning plan and cost estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. Prior to permitting, the applicant shall provide Rowan County financial surety at 1.25 times the mutually agreed cost estimate amount, which will remain in effect for the first ten (10) years of operation.

   At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.

   An updated decommissioning plan detailing costs shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

   The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

6. *Supplementary Materials*. The applicant shall provide the following with the conditional district permit application:

   i. Any relevant studies, reports, documents, recommendations or approvals related to the site that were prepared or received as part of its application to the NC Utilities Commission.

   ii. Evidence that the electrical utility provider has been informed by the applicant of

their intent to install an interconnected system. Evidence may consist of copies and responses of certified letters (or similar) to the utility provider detailing their solar energy system plans, location, etc.

iii. A copy of the Certificate of Public Convenience and Necessity for facilities over 2 megawatts or a copy of the Report of Proposed Construction for facilities under 2 megawatts approved by the North Carolina Utilities Commission.

(b) *Dumps, Garbage, Landfills, Refuse Systems, Rubbish, Sludge Disposal and Land Clearing and Inert Debris Landfill [LCID]* (SIC 4953 pt.).

1. *Setbacks*. All improved areas, including disposal areas, shall be at least two hundred (200) feet from a zone lot line.
2. *Separation*. Improved areas shall be at least three hundred (300) feet from any residence, church, or school.
3. *Dust, odor, glare*. All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.
4. *Operation*. An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.
5. *Security restrictions*. Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.
6. *Other special conditions*. Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes.
7. *LCID Operations*. Standards of this subsection are applicable to LCID operations greater than one-half (.5) acre in size.

(c) *Motor vehicle parts (outdoor), used in the RA district* (SIC 5015).

1. *Operation*. Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within a building enclosed on all sides shall be subject to the standards of this subsection and section 21-246.
2. *Front yard setback*. The facility shall be one hundred (100) feet from the edge of the right-of-way.
3. *Separation from certain uses*. The facility shall be a minimum of one thousand (1,000) feet from a school, residence, church or place of public assembly. The separation shall be measured from the closest point of the structure containing the school, residence, church or place of public assembly and the nearest point of the operational area of the automobile salvage yard. This requirement shall not apply to residences owned by the operator of the facility.
4. *Side and rear yard buffering and screening*. The facility shall be completely surrounded by type B buffer and screening, as provided in article IX.
5. *Operational area*. No operations shall occur in the required buffer.

(d) *Zoological garden* (SIC 8422).

1. *Site plan*. A site plan shall be provided showing all fencing, exhibit and storage areas, with

types of animals specified.

2. *Minimum lot size*. The minimum lot size is twenty (20) acres.
3. *Smoke, odors, dust*. Operations shall not create any smoke, odors, or dust at a level which creates a nuisance to any person or normal sensitivities at the property lines.
4. *Setbacks*. All animal waste storage areas shall be a minimum of two hundred (200) feet from any zone lot line.
5. *Security restrictions*. Access shall be controlled through the use of gates, fences, etc. to prevent entrance by unauthorized persons. Containment of animals shall be sufficient to ensure the safety of the surrounding area and the county.

(e) Membership sports and recreation clubs (SIC 7997 (pt.)): baseball club, football club, soccer club, and similar athletic field operation.

1. ***Site plan.*** **A site plan shall be required as provided in article III, section 21-52.**
2. ***Buffering.*** **All parking areas shall be screened by a type A buffer from residentially zoned area.**
3. ***Lighting.*** **Lighting shall be located and designed to prevent light from directly shining on adjacent residential property.**

Editor's note: An amendment of July 1, 2005 renumbered § 21-64 as § 21-60(12). Former § 21-64 pertained to specific ~~conditional~~ **special** use criteria for off-premises signs and derived from Ord. of 11-19-01(1); Ord. of 12-3-01; and Ord. of 3-25-04.

Sec. 21-65. General criteria for uses listed SR in the NB District in section 21-113.

Uses listed as SR in the NB District in section 21-113, the table of uses, shall comply with the following criteria, as applicable:

(1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings. As well as all criteria required herein.

(2) *Lighting.* The lighting shall be shielded to prevent light and glare spillover to adjacent residentially developed properties.

(3) *Minimum zone lot size.* The minimum zone lot size shall be two (2) acres.

(4) *Building size.* The maximum building size per parcel shall not exceed ten (10) percent of the lot area up to ten thousand (10,000) square foot and five (5) percent of the lot acreage thereafter up to twenty-five thousand (25,000) sq.ft. Multiple buildings may be used in calculating the maximum allowable building size.

(5) *Impervious surface.* The maximum impervious surface shall not exceed sixty-five (65) percent of the lot.

(6) *Hours of operation.* Hours of operation shall not exceed 6:00 a.m. to 11:00 p.m.

(7) *Parking.* Parking shall be as prescribed in article VII, Parking, for that use.

(8) *Signage.* Shall be as prescribed in article VIII, Signs, for the underlying district.

(9) *Noise.* Noise shall not exceed the decibel levels during time periods prescribed in section 21-241 for construction, manufacturing, transportation, communications, electric, gas and sanitary services, wholesale, and service uses.

(10) *Outdoor storage.* All outside storage areas including dumpsters shall be:

a. Sited to the rear of the building;

b. Not within the required setbacks.

c. Notwithstanding other requirements of this subsection, outdoor storage shall be completely screened from adjacent residentially zoned property

(11) *Smoke, odors and dust.* The use will not create any smoke, odors, or dust at a level discernible at any of its lot lines.

(12) *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

(13) *Handling waste and other by-products.* A description shall be provided of the method of collecting, handling, disposal and storage of all wastes, by-products, scraps, etc. which meets all applicable federal, state and local regulations and all other requirements of this ordinance.

(14) *Screening and buffering.* Screening as required by Sec. 21-216.

(15) *Outdoor display.* Outdoor display shall be limited to five thousand (5,000) square feet.

(Ord. of 6-17-02; Amend. of 5-7-07; Amend. of 9-6-11; Amend. of 9-3-19)

Secs. 21-66--21-80. Reserved.

ARTICLE IV. DIMENSIONAL CRITERIA

Sec. 21-81. Dimensional requirements; general.

Requirements for lot area, width, depth, and frontage, front, side and rear yard shall be provided in section 21-84, unless modified by the Board of Commissioners through residential clustering, multi-family developments subject to section 21-60 (16), Planned Development Subdivisions subject to chapter 22 section 58 of the Subdivision Ordinance, or as otherwise provided.

(Ord. of 1-19-98 § V; Amend. of 10-4-10; Amend. of 4-21-14)

Sec. 21-82. Measurement of setback or building line.

Setbacks or front or side street building lines and other applicable elements of this chapter shall be measured from the street or road rights-of-way. If no recorded rights-of-way exists, the assumed rights-of-way shall be thirty (30) feet from the centerline of the road.

(Ord. of 1-19-98, § V)

Sec. 21-83. Rear yard triangular lot.

A triangular shaped lot where the side lot lines intersect at the rear of the lot, shall provide a rear yard as required for that district. The rear yard shall be determined by locating a point on each side lot line measured from the intersection of the side yards toward the front of the lot, and connecting these two (2) lines.

(Ord. of 1-19-98, § V)

Sec. 21-84. Table of dimensional requirements.

DISTRICTS	RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Minimum zone lot size[1][3]									
Septic tank and individual or multi-connection well	20,000 sq ft	20,000 sq ft	20,000 sq ft	6 acres	2 acre with 3 du/acre [2]	N/A[2]	20,000 sq ft	N/A	N/A
Minimum zone lot size[1][3]									
Public water or community water or Public sewer or approved package treatment plant	15,000 sq ft	15,000 sq ft	15,000 sq ft	6 acres	2 acre with 8 du/acre [2]	N/A[2]	15,000 sq ft	N/A	N/A
Minimum zone lot size[1][3]									
Public water and sewer	10,000 sq ft	10,000 sq ft	10,000 sq ft	6 acres	2 acre with 12 du/acre [2]	N/A[2]	10,000 sq ft	N/A	N/A
Minimum lot width at right-of-way	35 ft	35 ft	35 ft	35 ft	35 ft[6]	35 ft	35 ft	35 ft	35 ft
Minimum lot width at Building setback line	70 ft	70 ft	70 ft	70 ft	70 ft[6]	70 ft	50 ft	70 ft	70 ft
Minimum lot depth									
Without public water & sewer	150 ft	150 ft	150 ft	150 ft	150 ft[6]	100 ft[2]	100 ft[2]	150 ft	150 ft
Public water and sewer	125 ft	125 ft	125 ft	125 ft	125 ft[6]	100 ft	100 ft	125 ft	150 ft

Principal structure setback									
Front Yard[4]	30 ft	30 ft	50 ft	50 ft	50 ft[6]	50 ft[2]	30 ft	30 ft	50 ft
Side street	20 ft	20 ft	25 ft	50 ft	50 ft[6]	30 ft[2]	20 ft	20 ft	30 ft
Side yard[4]	10 ft	10 ft	10 ft	50 ft	50 ft[6]	10 ft or 0 ft[2]	10 ft or 0 ft[7]	10 ft	10 ft or 0 ft
Rear yard[4]	10 ft	10 ft	20 ft	50 ft	50 ft[6]	10 ft or 0 ft[2]	10 ft or 0 ft[2][7]	10 ft	10 ft or 0 ft
Accessory structure setback[8]									
Front	30 ft	30 ft	50 ft	50 ft[5]	50 ft[6]	10 ft	10 ft	10 ft	10 ft
Any right-of-way	10 ft	10 ft	10 ft	30 ft[5]	50 ft[6]	10 ft	10 ft	10 ft	10 ft
Side and rear yard	10 ft	10 ft	10 ft	10 ft[5]	10 ft[6]	10 ft	10 ft	10 ft	10 ft

(1) May be increased based on location in regulated watershed.
(2) For single family use standards for RA district.
(3) For individual lot size/space standards in an MHP district refer to section 21-60(11)n.
(4) For individual space setbacks in an MHP district refer to section 21-60(11)d.
(5) From exterior property lines.
(6) Requirements may be modified or exempted as provided by section 21-60(16). Dimensional criteria for subdivided lots shall be as provided for in the RA district, excluding external boundaries of the development.
(7) See "special requirements" for NB district for setbacks from residential zoning districts.
(8) Refer to section 21-285 for additional standards.

(Ord. of 1-19-98, § V; Ord. of 2-1-99(1), § 12; Ord. of 10-18-99(1); Ord. of 6-17-02; Amend. of 3-7-05; Amend. of 11-2-09; Amend. of 3-5-12; Amend. of 1-22-13; Amend. of 4-21-14)

Secs. 21-85--21-110. Reserved.

ARTICLE V. PERMITTED AND ~~CONDITIONAL~~ SPECIAL USES

Sec. 21-111. Generally.

The range of uses permitted as of right and under prescribed conditions established in this article is summarized in section 21-113. In the event of a conflict between section 21-113 and the text of this chapter, the text shall control.

(Ord. of 1-19-98, § VI)

Sec. 21-112. Relation to Standard Industrial Classification (SIC) Manual, 1987; executive office of the president, office of management and budget.

Section 21-113, Table of uses, ~~and~~ section 21-166, Parking requirements, **and section 21-216, Screening and buffering** are based on the SIC Manual. **SIC codes followed by "(pt)" mean "part" of the uses within the specified group.** Specific uses listed under headings in that manual shall be subject to the guidelines prescribed for general use categories as listed in these tables. Where specific uses are not listed, the administrator may apply the standards set forth in this chapter for similar uses.

(Ord. of 1-19-98, § VI)

Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements ~~C~~ S- ~~Conditional~~ Special Use CD – Conditional District		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Residential										
SIC	Single family dwelling, site built	P	P	P	P	P	P	P		
	Single family dwelling, modular	P	P	P	P	P	P	P		
	Manufactured home	P Type I (1)	P Type I (1)		P Type I, II, III	P Type I (1)	P Type I (1)			
(1) Refer to section 21-284 for exception to this criteria, section 21-137 for replacement of nonconforming manufactured homes and section 21-281 for temporary uses										
	Temporary family health care structure	P (A)	P (A)	P (A)	P (A)	P (A)	P (A)	P (A)		
	Duplex, individual	P	SR			P	P			
	Duplexes, triplexes, quadraplexes, other multi-family developments					~~C~~ S				
	Accessory structure, residential	**P (A)**	**P (A)**	**P (A)**	**P (A)**	**P (A)**	**P (A)**	**P (A)**		
	Home occupations	P	P	P	P	P	P	P		
	Residential clustering	~~C~~ S	~~C~~ S	~~C~~ S		~~C~~ S				
	Family care homes	SR	SR	SR	SR	SR	SR	SR	SR	
	Manufactured home park				~~C~~ S					
	Manufactured home park, family	SR	SR		SR	SR				
	Major Subdivisions for residential use	P	P	P	P	P				
Agriculture, forestry and fishing										
01	Agricultural Production - Crops	P	P	P	P	P	P	P	P	P
02	Agricultural production livestock and animal specialties	P	P	P	P	P	P	P	P	P
07	Agricultural services, *all except*	P	P	P	P	P	P	P	P	P
0741	Veterinary Services for Livestock	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
0742	Veterinary Services for Animal Specialties	SR	SR				P	SR		P
0751	Livestock Services, except veterinary, *all except*	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
0751 (pt)	Slaughtering, custom	~~C~~ S					P	~~C~~ S		P
0752	Animal specialty services, except veterinary, *all except*	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements ~~C~~ S- ~~Conditional~~ Special Use CD – Conditional District		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Agriculture, forestry and fishing cont.										
0752 (pt)	Boarding horses, training horses, except racing	P	P				P	P		P
0752 (pt)	Animal Shelter, Boarding Kennel, and Dog Pound	~~C~~ S					P	~~C~~ S		P
0782	Lawn and garden services	SR	SR				P	SR		P
0783	Ornamental Shrub and Tree Services	SR	SR				P	SR		P
08	Forestry	P	P	P	P	P	P	P	P	P
09	Fishing, hunting and trapping	P	P	P	P	P	P	P	P	P
	Greenhouses	P	P				P	P		P
Mining										
10	Metal mining									~~C~~ S
12	Coal mining									~~C~~ S
13	Oil and gas extraction									~~C~~ S
14	Mining and quarrying of non-metallic minerals except fuels, *all except*									~~C~~ S
1442	Common sand mining	SR	SR				P			P
Construction										
15	Building construction- general contractors and operative builders	SR	SR				P	SR		P
16	Heavy construction other than building construction – contractors	SR	SR				P	SR		P

17	Construction – special trade	SR	SR				P	SR		P
Manufacturing										
20	Food and kindred products, *all except*	SR	SR				P	SR		P
201	Meat products						P			P
207	Fats and oils									P
208 (pt)	Winery	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
2091	Canned and cured fish and seafood						P			P
2092	Prepared fresh or frozen fish and seafood						P			P
21	Tobacco products	SR	SR				P	SR		P
22	Textile mill products, *all except*						P			P
226	Dying and finishing textile									P
23	Apparel & other finished products made from fabrics & similar material	SR	SR				P	SR		P
24	Lumber and wood products, except furniture, *all except*	SR	SR				P	SR		P
241	Logging	P	P	P	P	P	P	P	P	P
2421	Sawmills and planning mills, general	SR								P
2426 (pt)	Dimension, hardwood	SR								P
2429 (pt)	Sawmills, special product	SR								P
2491	Wood preserving									P
25	Furniture and fixtures	SR	SR				P	SR		P
26	Paper and allied products, *all except*						P			P
261	Pulp mills									~~C~~ S
262	Paper mills									~~C~~ S
27	Printing, publishing, allied industries	SR	SR				P	SR		P
28	Chemicals and allied products, *all except*									~~C~~ S
283	Drugs						P			P
284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations						P			P
29	Petroleum refining, related products									~~C~~ S
30	Rubber and miscellaneous products	SR	SR				P	SR		P
31	Leather & leather products, *all except*	SR	SR				P	SR		P
311	Leather and finishing									~~C~~ S
32	Stone, clay, glass and concrete products, *all except*	SR	SR				P	SR		P
324	Hydraulic cement									~~C~~ S
325	Structural clay products									~~C~~ S
327	Concrete, gypsum, plaster products									~~C~~ S
329	Abrasives, asbestos, Non-metallic mineral products									~~C~~ S
33	Primary metal industries									~~C~~ S

P- Permitted by Right **P(A) - Permitted as Accessory Use** **SR - Permitted with Special Requirements** **~~C~~ S- ~~Conditional~~ Special Use** **CD – Conditional District**	**Zoning Districts**								
	Residential					**Nonresidential**			
Use	**RA**	**RR**	**RS**	**MHP**	**MFR**	**CBI**	**NB**	**INST**	**IND**
Manufacturing cont.									
34 Fabricated Metal products, except machinery and transportation equipment, *all except*	SR	SR				P	SR		P
3483 Ammunition except for small arms									~~C~~ S
3489 Ordnance and accessories									~~C~~ S
35 Industrial and commercial machinery and computer equipment	SR	SR				P	SR		P
36 Electronic and other electrical equipment and components, except computer equipment, *all except*	SR	SR				P	SR		P
3612 Power distribution and specialty transformers						P			P
37 Transportation equipment	SR	SR				P	SR		P
38 Measuring, analyzing and controlling instruments	SR	SR				P	SR		P
39 Miscellaneous manufacturing industries	SR	SR				P	SR		P
Transportation, communications, electric, gas and sanitary services									
40 Railroad transportation									P

41	Local & suburban transit, interurban highway passenger transportation	SR	SR				P	SR		P
42	Motor freight transportation and warehousing, *all except*	SR	SR				P	SR		P
421	Trucking	SR	SR				P	SR		P
4221	Farm product warehousing and storage	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
	Dead storage of manufactured homes	SR	SR		SR	SR	SR			SR
4226 (pt)	Automobile dead storage									~~C~~ S
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						P			P
43	U.S. Postal Service	P	P	P	P	P	P	P	P	P
44	Water transportation, *all except*						P			P
4493 (pt)	Marinas						P	SR		P
45	Transportation by air						P			P
46	Pipelines, except natural gas	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S	~~C~~ S
47	Transportation services, *all except*						P			P
472	Arrangement of passenger transportation	SR	SR				P	SR		P
48	Communications, *all except*						P			P
	Transmission tower & Wireless support structures	~~C~~ S	~~C~~ S				~~C~~ S	~~C~~ S		~~C~~ S
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
4832	Radio broadcast towers	~~C~~ S								
4833	Television broadcast towers	~~C~~ S								
49	Electric, gas, ~~water~~ **and sanitary** services ~~(SIC 491, 492, 493, 494)~~, *all except*						~~C~~ S			~~C~~ S
	Electric and water distribution lines, gas pipelines	P	P	P	P	P	P	P	P	P
491 (pt)	Residential Solar Energy Systems	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Non-Residential Solar Energy Systems	SR					SR	SR	SR	SR
491 (pt)	Roof Mounted Solar Energy Systems	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Utility Scale Solar Energy Systems	CD					CD			~~C~~ S
494	Water supply	P	P	P	P	P	P	P	P	P
4952	Sewerage systems	~~C~~ S	~~C~~ S				P			P
4953	Refuse systems, all prohibited *except*									
	Dumps: operation of	CD								~~C~~ S
	Garbage: collect, destroy & process	CD								~~C~~ S
	Land clearing and inert debris landfill (LCID)	CD								~~C~~ S
	Landfills, sanitary: operation of	CD								~~C~~ S

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Zoning Districts

Use	Residential					Nonresidential			
	RA	**RR**	**RS**	**MHP**	**MFR**	**CBI**	**NB**	**INST**	**IND**
Transportation, communications, electric, gas and sanitary services cont.									
Refuse systems	CD								~~C~~ S
Rubbish collection and disposal	CD								~~C~~ S
Sludge disposal sites	CD								~~C~~ S
4959 Sanitary services, NEC	~~C~~ S					P			P
496 Steam and air conditioning supply						P			P
Wholesale trade									
50 Wholesale trade, durable goods, *all except*	SR	SR				P	SR		P
5015 Motor vehicle parts, used (outdoor)	CD								~~C~~ S
5015 Motor vehicle parts, used (indoor)						SR			SR
5032 Brick, stone & **related** construction materials						P	SR		P
505 Metal & minerals, except petroleum						P			P
5083 Farm & garden machinery & equipment	SR	SR				P	SR		P
5093 Scrap and waste materials									~~C~~ S
51 Wholesale trade, nondurable goods, *all except*	SR	SR				P	SR		P

5153	Grain and field beans	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
5154	Livestock (wholesale)									~~C~~ S
5159	Farm product raw materials, NEC	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
516	Chemical and allied products									~~C~~ S
517	Petroleum and petroleum products									~~C~~ S
5191	Farm supplies	SR or ~~C~~ S	SR or ~~C~~ S				P	SR		P
SIC 516 and 517 were removed as ~~conditional~~ special uses in the CBI district as a result of Z-10-04 text amendments.										
Retail trade										
52	Building material, hardware, garden supplies and mobile home dealers	SR	SR				P	SR		P
53	General merchandise stores	SR	SR				P	SR		P
54	Food stores	SR	SR				P	SR		P
55	Auto dealers, gas service stations	SR	SR				P	SR		P
56	Apparel and accessory stores	SR	SR				P	SR		P
57	Home furniture, furnishings and equipment stores	SR	SR				P	SR		P
58	Eating and drinking places, all except	SR	SR				P	SR		P
5813	Drinking places (alcoholic beverages)						~~C~~ S			P
59	Miscellaneous retail	SR	SR				P	SR		P
Finance, insurance and real estate										
60	Depository institutions	SR	SR				P	SR		P
61	Non-depository institutions	SR	SR				P	SR		P
62	Security and commodity brokers	SR	SR				P	SR		P
63	Insurance carriers	SR	SR				P	SR		P
64	Insurance agents, brokers & service	SR	SR				P	SR		P
65	Real estate	SR	SR				P	SR		P
67	Holding and other investment offices	SR	SR				P	SR		P
Services										
70	Hotels, rooming houses, camps and other lodging places, *all except*	SR	SR				P	SR		
7011	Cabins	~~C~~ S					~~C~~ S	~~C~~ S		
7032	Sporting and recreational camps	~~C~~ S	~~C~~ S				P	SR	P	P
7033	Campgrounds and RV parks	~~C~~ S					~~C~~ S	~~C~~ S		
72	Personal services, *all except*	SR	SR				P	SR		P
7261 (pt)	Crematories						P			P
73	Business services	SR	SR				P	SR		P
75	Auto repair, services and parking	SR	SR				P	SR		P
76	Misc repair services	SR	SR				P	SR		P
78	Motion pictures	SR	SR				P	SR		P
79	Amusement, recreational services, *all except*	SR	SR				P	SR		P
7941	Sports clubs and promoters						~~C~~ S			~~C~~ S

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Zoning Districts

	Residential					Nonresidential			
Use	**RA**	**RR**	**RS**	**MHP**	**MFR**	**CBI**	**NB**	**INST**	**IND**
Services cont.									
7948(pt)	Racetrack operations, including speedways, go-kart tracks and dragstrips					~~C~~ S			~~C~~ S
7992	Public golf courses	~~C~~ S	~~C~~ S			P			
7996	Amusement park					~~C~~ S			~~C~~ S
7997	Membership sports and recreational clubs, *all except*	SR or ~~C~~ S	SR or ~~C~~ S	SR		P	SR		P
7997 (pt)	Gun club, shooting clubs	~~C~~ S				~~C~~ S			~~C~~ S
7997 (pt)	**Baseball club, football club, soccer club, and similar athletic field operation**	**CD**				**S**			
7999	Amusement and recreation services, NEC, *all except*					P	SR		P
7999 (pt)	Archery ranges, shooting range, skeet shooting, and trapshooting facilities (outdoor)	~~C~~ S				~~C~~ S			~~C~~ S

7999 (pt)	Archery and shooting range (indoor)	SR					SR	SR		SR
7999 (pt)	Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation	~~C~~ S	~~C~~ S				P	SR		P
7999 (pt)	Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake	~~C~~ S	~~C~~ S				P	SR		P
7999 (pt)	Day camps, sports instructional schools and camps	~~C~~ S	~~C~~ S				P	SR		P
7999 (pt)	Model automobile racing	~~C~~ S					P	SR		P
	Public parks	P	P	P	P	P	P	P	P	P
80	Health services, *all except*	SR	SR				P	SR	P	P
8059(pt)	Convalescent homes for psychiatric patients						~~C~~ S		~~C~~ S	~~C~~ S
8063	Psychiatric hospitals						~~C~~ S		~~C~~ S	~~C~~ S
8069 (pt)	Drug addiction rehab, Alcohol rehab hospitals						~~C~~ S		~~C~~ S	~~C~~ S
8093 (pt)	Drug and alcohol treatment, outpatient clients						P		P	P
81	Legal services	SR	SR				P	SR		P
82	Educational services, *all except*	P	P	P			P	P	P	P
	Facility providing overnight habitation								SR	
83	Social services, *all except*	SR	SR				P	SR	P	P
8322	Individual and family social services						P	~~C~~ S	P	P
8351 (pt)	Family child care home	P	P	P	P	P	P	P		
8351 (pt)	Child care center in residence	P	P				P	P		
8351 (pt)	Child care center	SR	SR				P	SR	P	P
8361	Residential care, *all except*						~~C~~ S		~~C~~ S	~~C~~ S
8361 (pt)	Homes for the aged and rest homes within incidental health care	SR	SR				P	SR	P	P
84	Museums, art galleries and botanical gardens, *all except*	SR	SR				P	SR	P	P
8422	Zoological parks	CD					~~C~~ S			
86	Membership organizations, *all except*	SR	SR				P	SR	P	P
8641	Civic, service and social fraternities	~~C~~ S					P	SR	P	P
8661 (pt)	Churches	P	P	P	P	P	P	P	P	P
87	Engineering, accounting, res. management and related services	SR	SR				P	SR		P
88	Private households	P	P	P	P	P	P	P		
89	Miscellaneous services	SR	SR				P	SR		P
Public administration										
91	Executive, legislative and general government, except finance						P		P	P
92	Justice, public order, safety, *all except*						P		P	P
9221	Police protection	P	P	P	P	P	P	P	P	P
9224	Fire protection	P	P	P	P	P	P	P	P	P
	Ambulance stations	P	P	P	P	P	P	P	P	P
	Rescue squads	P	P	P	P	P	P	P	P	P
93	Public finances, taxation and monetary policy						P		P	P
94	Administration of human resource programs						P		P	P

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Zoning Districts

	Residential					**Nonresidential**			
Use	**RA**	**RR**	**RS**	**MHP**	**MFR**	**CBI**	**NB**	**INST**	**IND**
Public administration cont.									
95 Administration of environmental quality and housing programs						P		P	P
96 Administration of economic programs						P		P	P
97 National security and international affairs						P		P	P
Solid waste and recycling convenience center	P	P	P	P	P	P	P	P	P
Unclassified									
Adult uses						~~C~~ S			
Construction and demolition landfill									~~C~~ S
Event center	~~C~~ S	~~C~~ S				P	~~C~~ S		P

	Major subdivisions for non-residential use						P	P	P	P
	Multi-tenant developments						SR	SR	SR	SR
	Residential storage facility	SR or ~~C~~ S	SR or ~~C~~ S	SR or ~~C~~ S			P	P		
SEE ARTICLE III. FOR SPECIAL REQUIREMENTS AND ~~CONDITIONAL~~ SPECIAL USE CRITERIA FOR SPECIFIC USES.										

(Ord. of 1-19-98, § VI; Ord. of 4-20-98; Ord. of 2-1-99(1), § 13; Ord. of 10-18-99(2), § 3; Ord. of 7-9-01; Ord. of 3-18-02(2); Ord. of 3-18-02(3); Ord. of 6-17-02; Ord. of 8-19-02(2); Ord. of 4-21-03; Ord. of 5-19-03; Ord. of 8-16-04; Amend. of 3-7-05; Amend. of 7-1-05; Amend. of 2-20-06(1); Amend. of 4-21-08; Amend. of 6-16-08; Amend. of 10-4-10; Amend. of 9-6-11; Amend. of 3-5-12; Amend. of 3-4-13; Amend. of 8-19-13; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 10-17-16; Amend. of 1-16-18; Amend. of 6-4-18; Amend. of 10-15-18; Amend. of 2-4-19; Amend. of 9-3-19)

Secs. 21-114--21-130. Reserved.

ARTICLE VI. NONCONFORMING SITUATIONS*

Sec. 21-131. Purpose and intent.

It is the intent of these provisions to regulate and limit nonconforming situations established prior to the effective date of this article, or subsequent amendments, to prescribe guidelines for their continuance which will strive to achieve the desired character of the county and preserve the integrity of this article. Any nonconforming situation may be continued, maintained, or expanded in accordance with the terms of this section. It is also the intent of this section to provide relief mechanisms which may allow the use of nonconforming lots under certain conditions.

(Ord. of 11-19-01(2))

***Editor's note:** An ordinance adopted Nov. 19, 2001, amended art. VI in its entirety, in effect repealing and reenacting said article to read as herein set out. The former art. VI, §§ 21-131--21-139, pertained to similar subject matter and derived from § VII of an ordinance adopted Jan. 19, 1998.

Sec. 21-132. General provisions.

(a) A nonconforming situation occurs when, on the effective date of this article or subsequent amendment, an existing lot or structure or use of an existing lot or structure does not conform to one (1) or more of the regulations applicable to the district in which the lot or structure is located. Among other possibilities, a nonconforming situation may arise because a lot does not meet minimum acreage requirements, because structures exceed maximum height limitations, because the relationship between existing buildings and the land (in such matter as density and setback requirement) is not in conformity with this article, because signs do not meet the requirements of this article, or because land or buildings are used for purposes made unlawful by this article.

(b) Unless otherwise specifically provided for in this article and subject to the restrictions and qualifications set forth in the remaining sections of this article, nonconforming situations that were otherwise lawful on the effective date of this article may be continued. Whenever this section refers to the effective date of this article, the reference shall be deemed to include as originally adopted, creates a nonconforming situation.

(1) *Single lot of record with lot area and/or lot width nonconformity.*

a. When an undeveloped lot has an area or width which does not conform to the dimensional requirements of the district where located, but such lot was approved and

lot of record at the time of adoption of this article or any subsequent amendment which renders such lot nonconforming, then such lot may be used for a use permitted in the district where located, provided that the setback dimensions and other requirements, except area or width, are complied with. Notwithstanding the above standards, setbacks for nonconforming lots of record may be reduced as provided by section 21-332 of this chapter.

b. In the RS, RR and RA residential zones, only a single-family dwelling or a manufactured home shall be permitted on the nonconforming lot, if allowed as a permitted use in that district.

(2) *Lots with contiguous frontage in one (1) ownership.* When two (2) or more adjoining and vacant lots of record are in one (1) ownership and said lots individually have a lot area or lot width which does not conform to the dimensional requirements of the district where located, such lots shall be combined to create one (1) or more lots that meet the standards of the district where located prior to issuance of a zoning permit.

(3) *Other standards for lot sizes.* Nothing contained herein exempts the contiguous lots considered as a single buildable lot or lots from meeting the applicable provisions of the county board of health regulations or other applicable state standards.

(Ord. of 11-19-01(2); Amend. of 4-21-14)

Sec. 21-133. Continuation of nonconforming use of land.

Any nonconforming situation legally existing at the time of adoption or amendment of this article may be continued so long as it remains otherwise lawful subject to conditions provided in this section.

(Ord. of 11-19-01(2))

Sec. 21-134. Conditions for continuance for a change in nonconforming situation.

Such nonconforming use of land shall be subject to the following conditions:

(1) No nonconforming situation shall be changed to another nonconforming situation unless such use is determined to be of equal or less intensity **through a special use permit process subject to procedures established for quasi-judicial hearings**. In determining whether a proposed nonconforming situation is of equal or less intensity, the board of commissioners shall consider the following and determine findings of fact relevant to their determination:

a. Probable traffic impacts of each use.

b. Parking requirements of each use.

c. Probable number of persons on the premises of each use at a time of peak demand.

d. Off-site impacts of each use, such as noise, glare, dust, vibration or smoke and other impacts on surrounding properties or the public health or safety.

(2) The number of dwelling units in a nonconforming residential use shall not be increased.

Reasonable and appropriate conditions, permit duration, and revocation process identified in section 21-135 (c) shall also apply to this section.

(Ord. of 11-19-01(2))

Sec. 21-135. Extension, enlargement or replacement of a nonconforming use.

(a) Except as provided for in subsections (b) through (g), no nonconforming use shall be extended, enlarged, or replaced.

(b) Any single-family residential nonconforming use (which may be a manufactured home) or accessory structure associated with a residential use may be enlarged or replaced with a similar structure of the same size or of a larger size, so long as the enlargement or replacement does not create new nonconformities or project further into the required setback. Accessory structures permitted in accordance with Sec. 21-54 or as rural home occupations may only be extended, enlarged, or replaced subject to subsections (c) through (f).

(c) Any other nonconforming use may be extended, enlarged, or replaced only upon the issuance of a special use permit, **subject to procedures established for quasi-judicial hearings,** if the county board of commissioners finds that, in completing the extension, enlargement, or replacement work:

(1) There is no increase in the operational area existing on the effective date of this ordinance;

(2) There is no greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations, or density requirements or other requirements such as parking, loading and landscaping requirements; and

(3) There is no significant adverse impact on surrounding properties or the public health or safety including but not limited to no increase in the level of noise, dust, odor, glare or other nuisances.

In issuing a special use permit, the board of commissioners may affix other reasonable and appropriate conditions such as, but not limited to, landscaping and buffering to separate dissimilar uses or to screen parking and loading areas. **If approved, a special use permit shall expire two (2) years from the date of issuance if the work authorized by the permit has not substantially commenced unless** ~~The board may also establish~~ a vesting period ~~from~~ **longer than** two (2) ~~to five (5)~~ years **is granted in accordance with** ~~subject to~~ section 21-11. **Revocations may be considered in accordance with the process identified in section 21-58 (j) and this subsection.**

(d) A nonconforming situation may be extended throughout any portion of a completed building that, when the use therein was made nonconforming by this article, was manifestly designed or arranged to accommodate such use. However, a nonconforming situation may not be extended to additional buildings or to land outside the original building unless specifically authorized in accordance with subsection (c). In addition, the level of noise, dirt, odor, glare or other nuisance shall not increase.

(e) A nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming, except that a use that involves the removal of natural materials from the lot (e.g., a sand pit) may be expanded to the limits of the site plan upon which the mining permit was granted if such permit was obtained in compliance with all applicable laws and ordinances in effect at the time of approval.

(f) The volume, intensity, or frequency of use of property where a nonconforming use exists may be increased and the equipment or processes used at a location where a nonconforming use exists may be changed if these or similar changes amount only to changes in the degree of activity rather than changes in kind or use and no violations of other sections of this article occur.

(g) The replacement or repair of any off-premise sign for which there is in effect a valid permit

issued by NCDOT shall not be subject to the standards of this ordinance so long as the square footage of its advertising surface area is not increased as specified in G.S. 136-131.2. As used in this section, reconstruction includes the changing of an existing multi-pole sign structure to a new monopole structure.

(Ord. of 11-19-01(2); Amend. of 9-6-11; Amend. of 4-21-14)

Sec. 21-136. Repairing damaged nonconforming structures.

(a) *Conditions for repair of damaged nonconforming uses.* Repair or rebuilding such nonconforming structures shall be subject to the following conditions:

(1) In the event of damage by fire or other causes to the extent less than seventy-five (75) percent of its tax value prior to such damage as determined by the county director of Building Inspections, reconstruction of a nonconforming structure shall be permitted for the same use subject to the following conditions:

a. There is no greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations, or density requirements or other requirements such as parking, loading and landscaping requirements.

b. In the same manner in which it originally existed.

(2) In the event of damage by fire or other causes to the extent exceeding seventy-five (75) percent of its tax value prior to such damage as established by the county director of Building Inspections, reconstruction of a nonconforming structure shall be permitted provided it is constructed:

a. In the same manner in which it originally existed subject to compliance with the requirements of the state building code; or

b. Relocated in compliance with dimensional and use requirements of the district in which the unit is relocated.

(3) No nonconforming structure shall be moved or relocated unless it is made to comply with the dimensional and use requirements of the district in which it is relocated and with the requirements of the state building code.

(4) Off-premise signs may be repaired or replaced subject to section 21-135 (g) or this subsection.

(b) *Preservation of safe or lawful conditions.* Nothing in this article shall prevent the strengthening or restoration to a safe or lawful condition any building declared unsafe or unlawful by the county building inspector or other duly authorized official.

(Ord. of 11-19-01(2); Amend. of 9-6-11; Amend. of 4-21-14; Amend. of 9-6-16)

Sec. 21-137. Abandonment and discontinuance.

(a) *Nonconforming use.* A nonconforming manufactured home space, vacated for one hundred eighty (180) days, or left vacated for one hundred eighty (180) days after the effective date of this article shall only be used for a conforming use. A manufactured home space in a MHP zoning district meeting the applicable standards of section 21-283, which contain one or more non-conforming situations from section 21-60(11), left unoccupied for more than one hundred eighty (180) days shall not be considered abandoned, discontinued, or vacated unless all of the spaces within the MHP district are unoccupied for said time period. Other nonconforming uses left vacant, abandoned or discontinued for a period of three hundred sixty (360) days shall only be re-established as a conforming use.

(b) *Determination of nonconformity.* For purposes of determining whether a right to continue a nonconforming situation is lost pursuant to this section, all of the buildings, activities, and operations maintained on the zone lot are generally to be considered as a whole. If a nonconforming use is maintained in conjunction with a conforming use, discontinuance of a nonconforming use for the required period as provided in subsection (a) shall terminate the right to maintain it thereafter.

(c) *Existing nonconforming manufactured homes.* Existing nonconforming manufactured homes may be replaced with a newer manufactured home; however, the new manufactured home shall meet current building codes for manufactured housing as set forth by the department of housing and urban development, unless expressly provided otherwise in this article. The new manufactured home shall be as large or larger that the replaced manufactured home. If the space is left vacant for more than one hundred eighty (180) days, the space shall only be used for a conforming use. If the manufactured home is not replaced within one hundred eighty (180) days it can only be replaced with a conforming use.

(Ord. of 11-19-01(2); Amend. of 9-6-16)

Sec. 21-138. Miscellaneous nonconforming situations.

(a) *Nonconforming situation resulting from governmental acquisition.* Any lot reduced in size by municipal, county or state condemnation or purchase of land shall obtain nonconforming lot or building status to the extent that said condemnation or purchase causes noncompliance with any provisions of this article.

(b) *Nonconforming parking created by change of use.* Whenever a change of use that does not involve the enlargement of an existing structure is proposed for a lot on which the parking requirements of this article for the proposed new use cannot be met due to insufficient lot area, the proposed change of use shall not be regarded as an impermissible extension or enlargement of a nonconforming situation. However, the permit-issuing authority shall require that the parking requirements be satisfied to the extent possible utilizing the lot area that is available.

(Ord. of 11-19-01(2))

Sec. 21-139. Nonconforming signs.

Nonconforming signs shall be treated as any other nonconforming use.

(Ord. of 11-19-01(2))

Sec. 21-140. Projections into required setbacks.

(a) *Projection of porches into yards.* Porches, terraces, steps and similar features with a floor level of not more than five (5) feet above the highest adjacent grade, may project eight (8) feet into the required setback but in no case shall be closer than five (5) feet to the adjacent side or rear property line or ten (10) feet to the right-of-way.

(b) *Projection of cornices, eaves, chimneys, flues, etc.* Cornices, eaves, chimneys, flues, heating and air conditioning units and other similar features may project four (4) feet into any required yard. However, in no case shall such units be closer than five (5) feet to the adjacent property lines or rights-of-way.

(Ord. of 11-19-01(2); Amend. of 10-4-10)

Secs. 21-141--21-160. Reserved.

ARTICLE VII. PARKING

Sec. 21-161. Purpose.

This section is intended to ensure an adequate amount of properly designed parking areas to prevent traffic congestion and to minimize any detrimental effects on adjacent properties.

(Ord. of 1-19-98, § VIII)

Sec. 21-162. General design requirements.

All off-street parking areas shall meet the requirements of this article and shall be properly maintained to ensure continued compliance with this article.

(Ord. of 1-19-98, § VIII)

Sec. 21-163. Parking areas.

Parking areas shall conform to the general criteria listed below unless expressly provided otherwise in this chapter.

(1) *Location.* Off-street parking areas shall be provided on the same zone lot as the principal use or on a nearby lot a reasonable walking distance away. Such areas shall not be located within any rights-of-way and shall be set back five (5) feet from any zone lot line.

(2) *Safety.* All parking areas shall be designed so that emergency vehicles may safely enter, maneuver in, and exit such areas without backing onto a street or road.

(3) *Surfacing.* Notwithstanding the other requirements of this chapter, required parking areas shall be properly graded and improved with an all-weather surface, which may be gravel.

(4) *Lighting.* Parking areas shall be adequately lighted during business hours. Such lighting shall be designed to minimize adverse effects upon adjoining properties and rights-of-way.

(Ord. of 1-19-98, § VIII; Amend. of 9-6-11)

Sec. 21-164. Parking space requirements.

(a) *Calculation of minimum spaces required.* The number of standard off-street parking spaces required by this section shall be determined in accordance with section 21-166. Any fraction resulting from the calculation of required parking spaces shall be rounded up to the nearest whole number.

(b) *Minimum space dimensions.*

(1) *Standard spaces.* Each standard parking space shall be twenty (20) feet long and nine (9) feet wide. Parallel parking spaces shall be at least twenty-two (22) feet long and nine (9) feet wide.

(2) *Handicapped spaces.* Handicapped spaces shall be as required by the North Carolina Building Code and the Americans With Disabilities Act.

(Ord. of 1-19-98, § VIII)

Sec. 21-165. Flexibility of administration.

The presumptive standards set forth in the parking requirements table cannot cover every possible use or situation, nor can the table be considered exact. Therefore, the administrator is given flexibility to administer this section as follows:

(1) *Similar use.* Parking space requirements for a use not identified in the table shall be based on a similar, listed use.

(2) *Other use.* In the case of unique land uses or those that have unusually high parking requirements, the landowner shall demonstrate to the administrator that sufficient off-street parking can be provided.

(3) *Numerical standard.* Deviations from the number of spaces are permitted when the administrator determines that the requirements for a particular situation are unreasonable. The reasons for allowing the deviation or requirement shall be noted in writing by the administrator.

(Ord. of 1-19-98, § VIII)

Sec. 21-166. Table of parking requirements.

SIC	MINIMUM PARKING SPACES DU = Dwelling Unit SF = Square Feet ELS = Employee on Largest Shift	
Residential		
	Single family dwelling, site built	N/A
	Single family dwelling, modular	N/A
	Manufactured home, individual lot	N/A
	Manufactured home, MHP	2 spaces / MHP space
	Duplex, individual	2 space / DU
	Duplexes, triplexes, quadruplexes, other multi-family developments	2 spaces / DU
	Home occupations	N/A
Agriculture, forestry and fishing		
	All uses	1 space / 400 SF + 1 space / vehicle
Mining		
	All uses	1 space / ELS + 1 space / vehicle
Construction		
	All uses	1 space / ELS + 1 space / vehicle
Manufacturing		
	All uses	1 space / ELS + 1 space / vehicle
Transportation, communications, electric, gas and sanitary services		
40	Railroad transportation	1 space / ELS + 1 space / vehicle
41	Local and suburban transit and interurban highway passenger transportation	1 space / ELS + 1 space for every 100 SF of Waiting Area
42	Motor freight transportation and warehousing	1 space / ELS + 1 space / vehicle
43	U.S. Postal Service	1 space / ELS + 1 space / 400 SF
44	**Water Transportation**	**1 space / ELS + 1 space / 5 boat slips**
45	Transportation by air	1 space / ELS + 1 space / 4 planes
46	Pipelines, except natural gas	1 space / ELS ~~+ 1 space / ELS~~
47	Transportation services	1 space / ELS ~~+ 1 space / ELS~~
48	Communications	1 space / ELS ~~+ 1 space / ELS~~
49	Electric, gas and sanitary services	1 space / ELS + 1 space / vehicle
Wholesale trade		
	All uses	1 space / ELS + 1 space / vehicle
Retail trade		
	All uses	1 space / ELS + 1 space / 400 SF + 1 space / vehicle
Finance, insurance and real estate		
	All uses	1 space / ELS + 1 space / 400 SF
Services		
70	Hotels, rooming houses, camps & other lodging places, *all except*	1 space / room + 1 space / ELS + 1 space / 200 SF of meeting area
7032	Sporting and recreational camps	1 space / campsite + 1 space / ELS + 1 space / 200 SF of meeting area

7011 & 7033	Cabins, Campgrounds, and RV Parks	1 space / campsite + 1 space / ELS + 1 space / 200 SF of meeting area
72	Personal services	1 space / ELS + 1 space / 400 SF
73	Business services	1 space / ELS + 1 space / 400 SF
75	Auto repair, services, and parking	1 space / service bay + 1 space / ELS
76	Miscellaneous repair services	1 space / ELS + 1 space / 400 SF
78	Motion pictures	1 space / ELS + 1 space / 4 seats
79	Amusement and recreational services, *all except*	1 space / 400 SF
7948	Racing, including track operations	1 space / 4 seats
7992	Public golf courses	10 spaces / hole
	Shooting ranges, skeet shooting & trapshooting facilities, similar	1 space / ELS + 1 space / station
	Riding stables	1 space / ELS + 1 space / 4 stables
80	Health services	1 space / 200 SF
81	Legal services	1 space / 400 SF
82	Educational services	1 space / ELS + 1 space / 400 SF
83	Social services	1 space / 400 SF
84	Museums, art galleries, and botanical and zoological gardens	
86	Membership organizations, *all except*	1 space / 400 SF
	Churches	1 space / 5 persons seating capacity
87	Engineering, accounting, res. Management and related services	1 space / 400 SF
88	Private households	N/A
89	Miscellaneous services	1 space / 400 SF
Public administration		
	All uses	1 space / ELS + 1 space / 400 SF
Unclassified		
	Adult uses	**1 space / ELS + 1 space / 400 SF**
	Construction and demolition landfill	**1 space / ELS + 1 space/vehicle**
	Event center	**1 space / ELS + 1 space / 200 SF of meeting area**
Note: The term 'vehicle' includes any and all vehicles used in the normal operation of the business or facility. The term 'station' includes but is not limited to any and all uses as a seat in a barber/beauty shop, or a shooting station in a shooting facility.		

(Ord. of 1-19-98, § VIII; Amend. of 3-5-12; Amend. of 4-21-14; Amend. of 10-17-16; Amend. of 9-3-19)

Secs. 21-167--21-180. Reserved.

ARTICLE VIII. SIGNS*

*__Editor's note:__ An ordinance adopted Dec. 3, 2001, amended art. VIII in its entirety, in effect repealing and reenacting said article to read as herein set out. The former art. VIII, §§ 21-181--21-183, pertained to similar subject matter and derived from § IX of an ordinance adopted Jan. 19, 1998.

Sec. 21-181. Applicability.

All on premises signs of any size and off-premises signs one hundred (100) square feet and smaller, are exempt from the regulations in this article, unless expressly provided otherwise.

(Ord. of 12-3-01; Amend. of 10-4-10; Amend. of 4-21-14)

Sec. 21-182. Lighting of signs.

No signs may have lighting which:

(1) Causes glare to shine on adjacent residentially developed property.

(2) Obstruct views, imitate traffic lights or otherwise confuse or potentially endanger motorists.

(Ord. of 12-3-01)

Sec. 21-183. Off-premises signs.

Off-premises signs, larger than one hundred (100) square feet, are only allowed as ~~conditional~~ **special** uses on the CBI and IND zoning districts. In addition to general evaluation criteria provided for all ~~conditional~~ **special** uses specific criteria are provided in section 21-60(13).

(Ord. of 12-3-01; Amend. of 1-22-13)

Sec. 21-184. Reserved.

(Amend. of 8-20-07; Amend. of 9-6-16)

Secs. 21-185--21-210. Reserved.

ARTICLE IX. SCREENING AND BUFFERING

Sec. 21-211. Purpose.

Certain land uses, because of their character and intensity, may create an adverse impact when developed adjacent to other less intensive land uses. The general purpose of this article is to establish guidelines to preserve the value and appearance of property in the county and to recognize that the transition between certain uses requires attention to protect less intensive land uses. The goal is to identify land use relationships that may be incompatible and to specify an appropriate buffer or screen in order to minimize adverse impacts.

(Ord. of 1-19-98, § X)

Sec. 21-212. Applicability.

The buffering and screening shall be adequate to meet the intent of section 21-211, but shall not exceed one hundred twenty-five (125) percent of the length of the development activity required to install the buffer and screening, unless required on a site plan approved by the board of commissioners. The requirements of this article shall apply to the side and rear yard of the operational area except driveways, sediment ponds, and detention areas unless otherwise indicated herein.

(Ord. of 1-19-98, § X; Amend. of 9-6-11; Amend. of 9-3-19)

Sec. 21-213. Buffer requirements.

(a) *Generally.* Buffers shall be required in accordance with the table in section 21-216 when any use is being developed abutting an existing developed lot, however less intensive uses locating next to more intensive uses shall not be required to comply with the screening portion of the requirements of this article. Where a conflict exists between the buffer requirements for a use and setback requirements for a zoning district, the use requirements shall control. The required buffer may not be used for loading, storage, or similar operational area needs that are either part of or accessory to the proposed use unless otherwise indicated herein.

(b) *Modification of buffer requirements.* Buffer requirements may be modified in accordance with the provisions of section 21-217.

(c) *Responsibility for requirements.* One hundred (100) percent of the applicable buffer requirements shall be the responsibility of the developing land use, unless expressly provided otherwise.

(d) *Standards for trees and shrubs.* Required trees and shrubs shall meet the following standards:

(1) All required large maturing trees shall have a minimum caliper of one and one-half (1 1/2) inches measured six (6) inches above the proper planting level;

(2) Shrubs shall be one (1) foot tall or taller when planted; and

(3) All specifications for the measurement, quality, and installation of trees and shrubs shall be in accordance with the American Standards for Nursery Stock published by the American Association of Nurserymen, free of disease, and in otherwise sound and healthy condition.

(e) *Modification of planting types.* If it is demonstrated that existing vegetation meets the intent of this section, the zoning administrator may waive the requirements for the plant material.

(f) *Maintenance of buffer.* The owner of the property where the buffer or screening is shall be responsible for maintaining the buffer and all required plantings in good condition.

(g) *Buffering of expanded uses.* Expansion of a use existing prior to the effective date of this chapter shall require the expanded portion of the facility to come into conformance with these requirements.

(h) *Watershed buffer areas required.* A minimum 30-foot vegetative buffer for low density and 100-foot buffer for high density and SNIA development activities is required along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps.

(i) *Development in required watershed overlay buffer areas.* Development in the buffer area shall be limited to the following exceptions in conjunction with minimizing built-upon surface area, directing runoff away from surface waters and maximizing the utilization of stormwater best management practices:

(1) Artificial streambank or shoreline stabilization;

(2) Water dependent structures such as piers, docks, etc.;

(3) Other structures such as flag poles, signs, and security lights which result in only minimal increases in impervious area;

(4) Public projects such as road crossings and greenways where no practical alternative exists.

(Ord. of 1-19-98, § X; Ord. of 4-20-98; Amend. of 11-2-09; Amend. of 9-6-11; Amend. of 4-21-14; Amend. of 8-19-19)

Sec. 21-214. Letter of compliance.

When it is impractical to plant required screening during optimal planting seasons, the owner of the property upon which the required screening is to be located may submit a letter of compliance to the zoning administrator. The letter will acknowledge that the owner of the subject property is aware of the applicable screening and buffering requirements and will meet these requirements within a specific date, but in no case more than one (1) year. Failure to comply with the provisions of this article by the time stated in the letter of compliance shall constitute a violation of the zoning ordinance.

(Ord. of 1-19-98, § X)

Sec. 21-215. Required screening type.

Screening shall be required along the side and rear property boundaries of the zoning lot.

(1) *Type A.*

a. Buffer: Twenty (20) feet.

b. Screening shall be one (1) of the following:

1. A row of evergreen conifers or broadleaf evergreens placed not more than five (5) feet apart which would grow to form a continuous hedge of at least six (6) feet in height within two (2) years of planting; or

2. A masonry wall located within the required buffer; such wall shall be a minimum height of six (6) feet (above finished grade;) and, if a block wall, it shall be painted on all sides; or an opaque fence six (6) feet in height; or

3. A berm and planting combination, with the berm an average height of three (3) feet and dense plantings which will, when combined with the berm, achieve a minimum height of six (6) feet and seventy-five (75) percent opacity within two (2) years.

4. Lawn, low-growing evergreen shrubs, evergreen ground cover, or rock mulch covering the balance of the buffer.

(2) *Type B.*

a. Buffer: Eighty (80) feet.

b. Screening shall consist of:

1. A row of trees composed of a mixture of deciduous and evergreen species; forty (40) percent of which shall be large maturing trees. All species used shall be between four (4) and six (6) feet tall at the time of planting and in combination with 2 and 3 of this subsection, creates a visual separation. The design shall be submitted for review and installed by a certified member of the NC Landscape Contractors Licensing Board.

2. An opaque fence located within the required buffer; such fence shall be a minimum height of six (6) feet; and

3. Lawn, low-growing evergreen shrubs or broadleaf evergreens, evergreen ground cover, or rock mulch covering the balance of the buffer.

(Ord. of 1-19-98, § X)

Sec. 21-216. Screening and buffering.

(a) *Land use relationships.* The following land use relationships**, based on the SIC Manual referenced in section 21-112,** shall be used to determine required screening and buffering as provided in section 21-215.

Screening and Buffering

	Group1	Group 2	Group 3	Group 4
Group 1	None	Type A	Type A	Type B
Group 2	Type A	None	Type A	Type B
Group 3	Type A	Type A	None	None
Group 4	Type B	Type B	None	None

(b) *Group 1 (Least intensive):*

(1) Single-family dwellings.

(2) Modular homes.

(3) Manufactured housing on individual lots.

(4) Duplexes on individual lots.

(c) *Group 2:*

(1) Manufactured home parks.

(2) Institutional uses (~~SIC~~ 80, 82, 83, 86 and public administration group [Division J]).

(3) Multi-family development.

(4) Residential clustering.

(d) *Group 3:*

(1) Veterinary services (074).

(2) ~~Farm supplies~~ **Livestock Services (0751); and Animal specialty services, except veterinary (0752) all except boarding horses and training horses, except racing)**.

(3) Lawn and garden services (0782)

(4) Ornamental shrub and tree services (0783)

(5) Common sand mining (1442)

~~(3)~~ **(6)** Building construction, general contractors (15).

~~(4)~~ **(7)** Heavy construction other than building contractors (16).

~~(5)~~ **(8)** Construction special trades (17).

~~(6)~~ **(9)** Food and kindred products (20).

~~(7)~~ **(10)** Tobacco products (21).

~~(8)~~ **(11)** Textile mill products (22).

~~(9)~~ **(12)** Apparel (23).

~~(10)~~ **(13)** Lumber and wood products (24) except logging and sawmills **and planning mills**.

~~(11)~~ **(14)** Furniture and fixtures (25).

~~(12)~~ **(15)** Paper and allied products (26) except pulp and paper mills.

~~(13)~~ **(16)** Printing, publishing and allied industries (27).
~~(14)~~ **(17)** Drugs (283)
~~(15)~~ **(18)** Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (284)

~~(16)~~ **(19)** Rubber and miscellaneous products (30).

~~(17)~~ **(20)** Leather and leather products (31) except leather tanning and finishing.

~~(18)~~ **(21)** Stone, clay, glass and concrete products (32) except hydraulic cement, structural clay products, concrete, gypsum and plaster products**, abrasives, asbestos, non metallic mineral products**.

~~(19)~~ **(22)** ~~Abrasives, asbestos, nonmetallic mineral products, fabricated~~ **Fabricated** metal products (34) except ammunition, except for small arms; ordnance and accessories.

~~(20)~~ **(23)** Industrial and computer machinery and equipment (35).

~~(21)~~ **(24)** Electronic and other electrical equipment (36).

~~(22)~~ **(25)** Transportation equipment (37).

~~(23)~~ **(26)** Measuring, analyzing and controlling instruments (38).

~~(24)~~ **(27)** Miscellaneous manufacturing (39).

~~(25)~~ **(28)** Transportation**, communications, electric, gas and sanitary services** ~~and utilities~~ (Division ~~F~~ **E**), all except **automobile dead storage,** ~~sanitary services, sewerage systems,~~ **electric and water distribution lines, gas pipelines, water supply, permitted** refuse systems, ~~dumps, sanitary land fills, rubbish collection and disposal~~, and Non-Residential solar energy systems.

~~(26)~~ **(29)** Wholesale trade (50 and 51) all except motor vehicle parts, used **(outdoor)**; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.

~~(27)~~ **(30)** All retail trade (Division G).

~~(28)~~ **(31)** All finance, insurance, and real estate (Division H).

~~(29)~~ **(32)** All services (Division I), except **crematories, racetrack operations, including speedways, go-kart tracks, and dragstrips, outdoor** shooting ranges, **outdoor archery ranges,** skeet shooting facilities, trap shooting facilities, **gun clubs, shooting clubs,** and institutional uses listed in Group 2.

(33) Adult uses.

(34) Event center.

(e) *Group 4 (most intensive):*

(1) ~~Metal mining (10)~~ **All mining (Division B), except common sand mining (1442)**.

(2) ~~Mining and quarrying of non-metallic minerals (14)~~ **Reserved**.

(3) Sawmills **and planning mills** (242).

(4) Pulp mills (261).

(5) Paper mills (262).

(6) Chemicals and allied products (28) all except Drugs (283) and Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (284).

(7) Petroleum refining and related products (29).

(8) Leather tanning and finishing (311~~1~~).

(9) Hydraulic cement (324).

(10) Structural clay products (325).

(11) Concrete, gypsum and plaster products (327).

(12) Abrasives, asbestos, non-metallic mineral products (329).

(13) Primary metal industries (33).

(14) Ammunition, except for small arms (3483).

(15) Ordnance and accessories (3489).

(16) **Automobile dead storage (4226).**

~~(18)~~ **(17)** Utility Scale solar energy systems **(491 pt.)**

~~(16)~~ **(18)** Permitted refuse systems (4953).

~~(17)~~ **(19) Wholesale trade (50 and 51) in the following categories: motor** ~~Motor~~ vehicle parts, used **(outdoor)**; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.

(20) Crematories (7261).

(21) Racetrack operations, including speedways, go-kart tracks, and dragstrips (7948).

(22) Construction and demolition landfill.

(Ord. of 1-19-98, § X; Ord. of 4-21-03; Amend. of 11-2-09; Amend. of 3-4-13; Amend. of 7-13-20)

Sec. 21-217. Alternative buffers and screening.

In lieu of compliance with the above buffer and screening requirement, an applicant may submit to the zoning administrator for ~~his~~ **their** review and approval a detailed plan and specifications for landscaping and screening. The zoning administrator may approve the alternative buffering and screening, in writing, upon finding that the proposal will afford a degree of buffering and screening, in terms of height, opacity and separation, equivalent to or exceeding that provided by the above requirements.

(Ord. of 1-19-98, § X)

Sec. 21-218. Existing vegetation.

The retention of existing vegetation shall be maximized to the extent practical, wherever such vegetation contributes to required buffering and screening or to the preservation of significant trees.

(Ord. of 1-19-98, § X)

Sec. 21-219. Applicability of screening and buffering requirements.

Unless otherwise specified, the requirements of this article shall not apply to Permitted and Special Requirements designations in the Table of Uses when an existing adjacent principal or accessory structure and the proposed structure or operational area requiring provision of screening and buffering are separated by a distance of two hundred (200) feet or more. The distance shall be measured from the closest point of each structure.

(Ord. of 1-19-98, § X; Ord. of 6-29-99; Amend. of 9-6-11).

Secs. 21-220--21-240. Reserved.

ARTICLE X. NUISANCES

Sec. 21-241. Noise.

(a) *Intent.* The intent of this section is to recognize the right of mining operations and manufacturing industries to maintain operations of current facilities during typical first and second shift hours, while promoting an environment free from noise that jeopardizes the aesthetic quality of life for the general public.

(b) *Applicability.* Regardless of zoning district, all existing uses in the mining and manufacturing division of the Standard Industrial Classification (SIC) and those seeking ~~conditional~~ **special** use approval in the transportation, communications, electric, gas, sanitary services**,** ~~and~~ Services**, and unclassified** divisions of section 21-113, the table of uses, shall be subject to the decibel based standards of this section.

(c) *Sound level measurement.* The sound level meter used in the enforcement of this section shall be comply with ANSI S1.4-1983 requirements or the latest approved version thereof, with calibration and measurement procedures as specified in the "Technical Documentation Manual for the 2237 Controller, Integrating Sound Level Meter" using the A-weighting scale set on slow response for a preset period of eight (8) minutes.

(d) *Maximum permitted sound levels.* The maximum permitted sound levels for the uses prescribed in subsection (b), shall be obtained at the apparent property line of the noise producer/source and not be in excess of the following decibels during the given time periods:

(1) 7:00 a.m.--11:00 p.m. not to exceed seventy (70) decibels.

(2) 11:00 p.m.--7:00 a.m. not to exceed sixty-five (65) decibels.

(Ord. of 1-19-98, § XI; Ord. of 5-21-01(1))

Sec. 21-242. Fumes and odors.

No use shall emit fumes, gasses, or odors in concentrations or amounts that cause injury or create a nuisance to any person of ordinary sensitivities on another property.

(Ord. of 1-19-98, § XI)

Sec. 21-243. Vibration.

No use shall be operated so as to generate inherent or recurring ground vibrations detectable at the property line which create a nuisance to any person of ordinary sensitivities on another property.

(Ord. of 1-19-98, § XI)

Sec. 21-244. Junked motor vehicles.

Unless otherwise provided, junked motor vehicles in the RA, RR, and RS districts on private property not associated with a business, shall conform to the following requirements as of the effective date of this chapter.

(1) *General requirements.*

a. The junked motor vehicles shall not be stored or located within thirty (30) feet of any adjoining property line or side street right-of-way; within eighty (80) feet

of a centerline of a public road or private road of fifty (50) feet from the edge of the rights-of-way existing on February 16, 1998, whichever is greater.

b. The junked motor vehicles are not a health or safety nuisance as defined in section 21-4. No motor vehicle parts are visible from adjoining properties, nor shall the area constitute a health or safety nuisance as defined in section 21-4.

c. The junked motor vehicles shall be entirely concealed during all seasons of the year from public view from a public street and from adjoining properties. The vehicles may be concealed by an automobile cover or tarpaulin, with the covering adequately secured to prevent removal by wind. The automobile cover or tarpaulin must remain in good repair and not be allowed to deteriorate.

d. The junked motor vehicles shall not be in the front yard of the primary building of the lot.

e. Only five (5) junked motor vehicles shall be permitted outside any enclosed building unless otherwise specified by this chapter.

(2) *Exceptions for junked motor vehicles.*

a. In addition to the five (5) junked motor vehicles allowed outside any enclosed building in subsection (1)e, five (5) additional classic motor vehicles which meet the definition of a junked motor vehicle, shall be allowed in the RA district. Storage of these vehicles shall meet all other requirements of this chapter.

b. The repair of no more than one (1) motor vehicle per household for personal use is exempt from the location, screening, concealment and setback requirements of this chapter. The vehicle shall not constitute a health or safety nuisance as defined in section 21-4.

(Ord. of 1-19-98, § XI; Amend. of 11-2-09)

Sec. 21-245. Standards for junked motor vehicles stored at nonconforming automobile repair facilities.

Automobile repair facilities may store no more than ten (10) junked vehicles outside an automobile salvage yard or enclosed building unless otherwise specified by this chapter. The junked motor vehicle shall comply with the requirements below on February 16, 1998.

(1) The junked motor vehicles and motor vehicle parts shall be screened from adjacent property by a six-foot high opaque screening. Vegetative screening, if used, shall be opaque during all seasons of the year and planted and maintained in accordance with article IX;

(2) The junked motor vehicles shall not be stored in the front yard of the property or in the required front yard setback;

(3) The junked motor vehicles shall be a minimum of fifteen (15) feet off the side and rear property line or side street right-of-way and a minimum of twenty (20) feet off the right-of-way existing at the effective date of this chapter or fifty (50) feet off the centerline of the road if the right-of-way is not established; and

(4) The junked motor vehicles shall not be stacked higher than the screening.

(Ord. of 1-19-98, § XI)

Sec. 21-246. Standards for automobile salvage yards.

(a) The standards in this section shall apply to automobile salvage yards created after November 27, 1995, in accordance with the provisions of the "Ordinance to Regulate Automobile Salvage yards as Junked or Abandoned Motor Vehicles" (hereafter referred to as the salvage yard ordinance) and prior to February 16, 1998.

(b) New automobile salvage yards and expansions of existing salvage yards approved under the provisions of the salvage yard ordinance shall comply with the following provisions:

(1) Shall be subject to any conditions of approval placed on the application by the board of commissioners;

(2) Shall be located a minimum of one hundred thirty (130) feet of any centerline or one hundred (100) feet from the edge of the right-of-way of any public or private road whichever is greater;

(3) Shall be located a minimum of one thousand (1,000) feet from a school, residence, church or place of public assembly existing at the date of submittal of a complete application. The one-thousand-foot required separation shall be measured from the closest point of the operational area of the automobile salvage yard. This prohibition shall not apply to the residence of the owner of the junkyard or automobile graveyard;

(4) Shall be entirely surrounded by an opaque screening at least six (6) feet high. Such screening shall surround the minimum area necessary for the automobile salvage yard to be maintained at its proposed size and that will also allow for a reasonable amount of maneuverability within;

(5) All operations, equipment, junk and/or inoperable motor vehicles shall be kept within the confines of the fence at all times unless in motion by transportation to and from the site;

(6) A setback shall be provided so that all equipment, junk and/or inoperable motor vehicles shall not be stored or located within fifty (50) feet of any adjoining property lot line;

(7) A six-foot high fence designed to reasonably secure the area from unauthorized entry shall surround the entire operational area; and

(8) Cars shall not be stacked higher than the fence.

(Ord. of 1-19-98, § XI)

Sec. 21-247. Nonconforming salvage yards existing on February 16, 1998.

Automobile salvage yards or automotive repair facilities existing on February 16, 1998, registered in accordance with the county automobile salvage yard and junked motor vehicle ordinance, shall conform to the standards of subsection (1) or (2) below:

(1) *Standards without a fence.*

a. The automobile salvage yard or automotive repair facility shall be screened from view from adjacent developed lots and the road during all seasons of the year; and

b. The screen shall be a minimum of six (6) feet in height; and

c. A setback of fifteen (15) feet shall be provided on all side and rear property lines; and

d. A setback of eighty (80) feet from the road centerline or fifty (50) feet from the edge of the right-of-way existing at the effective date of the ordinance of any public or private road shall be provided, whichever is greater; and

e. The operational area existing on February 16, 1998, shall not be expanded, except in conformance with the provisions of this chapter; and

f. Storage of motor vehicles or motor vehicle parts is not allowed in the setback; and

g. Junked motor vehicles shall not be stacked higher than the required screening.

(2) *Standards with an opaque fence.*

a. The automobile salvage yard or automotive repair facility shall be screened from view from adjacent developed lots and the road during all seasons of the year; and

b. The automobile salvage yard or automotive repair facility shall be separated from adjacent lots by a fence a minimum of six (6) feet in height; and

c. A setback of five (5) feet shall be provided on all side and rear property lines; and

d. A setback of thirty-five (35) feet from the road centerline or five (5) feet from the edge of the right-of-way existing at the effective date of the ordinance of any public or private road shall be provided, whichever is greater; and

e. The operational area existing on February 16, 1998, shall not be expanded, except in conformance with the provisions of this chapter. Storage of motor vehicles or motor vehicle parts is not allowed in the setback; and

f. Junked motor vehicles shall not be stacked higher than the required screening.

(Ord. of 1-19-98, § XI; Amend. of 3-7-05)

Sec. 21-248. Removal of junked or abandoned vehicles.

The county may require the removal of junked or abandoned motor vehicles from public grounds, including but not limited to public or private road rights-of-way or private property upon a finding that such removal is necessary and desirable to promote or enhance community, neighborhood, or area appearance or to abate public health or safety nuisances.

(Ord. of 1-19-98, § XI)

Sec. 21-249. Order to remove, disposal by county.

Removal and disposal of vehicles as provided by this article shall be in accordance with G.S. Ch. 20, Art. 7A, as amended.

(Ord. of 1-19-98, § XI)

Secs. 21-250--21-270. Reserved.

ARTICLE XI. GENERAL DEVELOPMENT STANDARDS, EXCEPTIONS AND MODIFICATIONS

Sec. 21-271. Generally.

(a) The types of development approval governed by this article include uses permitted as of right,

uses permitted with special requirements, and ~~conditional~~ **special** uses.

(b) Uses permitted as of right and uses permitted with special requirements shall require a zoning permit, a building permit and a certificate of occupancy.

(c) In addition to the requirements listed in subsection (b) above, special uses and ~~conditional~~ **special** uses shall require approval as described in article III.

(d) Variances from these regulations, appeals of administrative decisions rendered under this chapter, shall be governed by article XIII.

(e) Amendments to the text of this chapter and to the zoning maps, including the reclassification of property to a conditional zoning district shall be governed by article XIV.

(Ord. of 1-19-98, § XII; Amend. of 9-6-16)

Sec. 21-272. Issuance of building permits.

It is illegal for any person to begin construction, reconstruction, or to make any structural repairs, alterations, or additions to any structure without obtaining required building permits from the Building Inspections Department. The Director of Building Inspections will not issue a building permit for structures located within the zoning jurisdiction of the county unless the plans, specifications, and intended use of the structure conforms to the requirements of these regulations. The application for a building permit shall be accompanied by a zoning permit or other evidence of compliance with this chapter.

(Ord. of 1-19-98, § XII; Amend. of 10-4-10; Amend. of 9-6-16)

Sec. 21-273. Type and number of uses permitted in all zones.

The number of uses per zone lot shall be governed as follows:

(1) *Multiple uses per zone lot.* In all districts, combination uses may be placed on the same zone lots, however, the applicable requirements of subsections (2) and (3) below must be met. This includes subsequent permitted development on property that may have received approval of a ~~conditional~~ **special** use permit, not including conditional districts, unless otherwise indicated.

(2) *Secondary dwelling units.* Detached secondary units excluding two or more manufactured homes are permitted provided the entire zone lot contains adequate area to meet the zone lot size requirements for each dwelling and all other requirements of this section are met.

(3) *Subdivision requirements.* Issuance of a zoning permit for multiple single-family dwellings or duplexes in a zoning district where multifamily development is not a permitted use on an individual lot shall meet the minimum requirements of a minor subdivision to allow the parcel to be subdivided into conforming individual lots for each dwelling, while not requiring an approved and recorded subdivision plat.

(Ord. of 1-19-98, § XII; Ord. of 10-18-99(2); Amend. of 3-7-05; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 4-21-14; Amend. of 9-6-16)

Sec. 21-274. Visibility at intersections.

Nothing may be erected, placed, planted or allowed to grow in such a manner as to materially impede vision at intersections. The area required to be kept free is known as the sight-distance

triangle. The sight-distance triangle must be kept free between a height of two and one-half (2 1/2) and ten (10) feet above the centerline grades of the intersecting streets. All roads proposed to be publicly maintained shall comply with applicable NCDOT regulations.

(Ord. of 1-19-98, § XII)

Sec. 21-275. Antennae.

Antennae for private, non-commercial use are subject to the same placement requirements as accessory uses within each zoning district as provided by this chapter. However, when placement based on accessory setback requirements precludes development of a viable reception window, the zoning administrator may authorize placement otherwise if warranted by significantly improved reception.

Antennae and their associated supporting towers subject to the placement criteria in this section only, include: radio and television reception, private citizen's bands, amateur (HAM) radio and any others determined as similar by the Zoning Administrator on a case-by-case basis.

(Ord. of 1-19-98, § XII; Amend. of 12-2-13)

Sec. 21-276. Skirting of manufactured homes.

(a) *Generally.* All manufactured housing for which building permits are obtained after the effective date of this chapter shall be skirted. Manufactured homes requiring brick or finished masonry skirting as provided in subsection (c) below, issued building permits within one (1) year of the effective date of this chapter, shall complete the required masonry skirting within ninety (90) days of issuance of the certificate of occupancy by the building inspections department. Manufactured homes requiring brick or finished masonry underpinning, issued a building permit more than one (1) year after the effective date of this chapter shall complete the required underpinning prior to issuance of a certificate of occupancy. All skirting required by subsection (b) below shall be completed prior to issuance of a certificate of occupancy.

(b) *Skirting of manufactured homes in the MHP district or a family manufactured home park.*

(1) Skirting shall be of material acceptable for exterior construction that will not support combustion.

(2) Skirting material shall be durable and suitable for exterior exposures.

(3) Any wood framing used to support this skirting shall be approved moisture resistant treated wood.

(4) Skirting shall be continuous and unpierced except for ventilation.

(5) Skirting manufactured specifically for underpinning shall be installed in accordance with the manufacturer's specifications.

(6) Notwithstanding other provisions of this section, manufactured homes in a MHP district may install masonry skirting as provided in this section.

(c) *Skirting of manufactured homes outside the MHP district or a family manufactured home park.*

(1) Skirting shall consist of brick or finished masonry.

(2) Skirting shall be continuous and unpierced except for ventilation.

(3) Regular unfinished block may not be used for required skirting. However, split-face block

may be used.
(Ord. of 1-19-98, § XII; Ord. of 4-20-98; Amend. of 4-21-14)

Sec. 21-277. Exceptions and modifications.

(a) *Minor structures and improvements.* Except where otherwise expressly addressed, the following minor, accessory structures and improvements on individual lots or parcels are not intended to be regulated by this chapter:

(1) Flagpoles and mailboxes;

(2) Landscaping features such as fences, trees and shrubs, terraces, gazebos, and similar items;

(3) Piers, wharves, and bulkheads;

(4) Recreational improvements such as swing sets and playgrounds;

(5) Wells and pumphouses.

(b) *Utilities.* Except where otherwise expressly addressed, the following utility structures and facilities are not intended to be regulated by this chapter:

(1) Utility lines, pipes, cables, & associated minor equipment & structures, including transformers, pumping stations, "signal boosters", & maintenance buildings;

(2) Electronics cabinets for telephone switching and similar devises used by public service providers;

(3) Water towers or tanks;

(4) Water systems or sewage disposal systems as an exclusive accessory use for a development project; and

(5) LCID operations (SIC 4953 pt). LCID landfills consistent with the specific standards of this subsection are not regulated by this Chapter, but shall nonetheless adhere to applicable NCDEQ standards:

1. Landfills with a disposal area of .50 acre or less on an individual parcel; or

2. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.

(c) *Exceptions to front setback requirements for dwellings.* Setback requirements for dwellings may be modified when the setbacks of contiguous existing buildings are less than required. These decreased setbacks are determined by computing the average setback on adjacent lots one hundred (100) feet on either side of the lot of the proposed dwelling. The modified setback may be equivalent to the average setback or ten (10) feet from the rights-of-way line, whichever is greater.

(d) *Antennae for private or public safety use*. Antennae for private use or for use by "police protection" or "fire protection" are exempt from the requirements contained in Sections 21-56 (6)(d)(e) and (f). Private, non-commercial antennae exempted under this provision include: residential radio and television, private citizen's bands, amateur (HAM) radio and any others determined as similar by the Zoning Administrator on a case-by-case basis.

(Ord. of 1-19-98, § XII; Ord. of 2-1-99(1); Amend. of 3-4-13; Amend. of 12-2-13; Amend. of 9-6-16)

Sec. 21-278. Skirting in existing manufactured home parks.

All manufactured homes in manufactured home parks shall be skirted as provided in subsection 21-276(b) of this article within two (2) years of February 16, 1998.

(Ord. of 1-19-98, § XII)

Sec. 21-279. Exceptions for certain turkey shoots.

Turkey shoots operated by churches, civic group or similar nonprofit organizations are exempt from the ~~conditional~~ **special** use requirements of section 21-60 ~~(7)~~**(8)**(a) and 21-113, Table of uses.

(Ord. of 1-19-98, § XII; Amend. of 9-3-19)

Sec. 21-280. Construction trailers.

Construction trailers may be used in conjunction with construction projects provided:

(1) The trailers are located on a building site where there is a valid building permit for a project on that site.

(2) The trailer remains on the site for the duration of the building project.

(Ord. of 1-19-98, § XII)

Sec. 21-281. Temporary uses.

Temporary uses are allowed subject to the following requirements:

(1) Certain uses of a temporary nature, defined as being less than forty-five (45) days in duration and held no more than five (5) times a year, including, otherwise not permitted in a particular district:

   a. Christmas tree sales;

   b. Religious activities;

   c. Activities by civic organizations;

   d. Yard sales;

   e. Other similar uses.

(2) Other temporary uses not listed may be granted by the board of commissioners. In considering approval of a temporary use the board may attach reasonable and appropriate conditions to ensure that the public health, safety and welfare are protected. The approval of a temporary use shall be in accordance with the following:

   a. The proposed use will not endanger the public health, safety and welfare;

   b. The proposed use will not have a substantial negative impact on the adjoining properties;

   c. The use will be approved for a specific period of time, not to exceed two (2) years unless

deemed necessary by the Board of Commissioners in accordance with Sec. 21-11. Extension of the temporary use beyond the approved time shall require approval of the board of commissioners in the same manner as the original.

(3) Type I, II, and III manufactured homes with skirting as provided by section 21-276 may be approved for certain temporary use by the zoning administrator, contingent on a documented need. Temporary uses may be approved for:

a. A temporary residence during construction of a dwelling. Documentation shall be provided that the construction of the dwelling will commence and be completed within a reasonable time. In no situation shall this temporary use be granted for more than twenty-four (24) months.

b. As a temporary residence for a medical hardship. This use shall be allowed for the duration of the medical hardship.

When the situation resulting in the temporary use no longer is needed, or the time period allowed expires, the subject manufactured home shall be removed or made a conforming use.

(4) Temporary family health care structures, as defined by this ordinance, may be permitted as an accessory use in accordance with section 21-113 subject to the following standards:

a. The structure must be used by a caregiver or a named legal guardian in providing care for a mentally or physically impaired person on property containing the caregiver or legal guardian's residence or on property owned by the caregiver;

b. Subject to principal structure setbacks listed in section 21-84;

c. Only one temporary family health care structure shall be allowed on a lot or parcel of land and may not contain a permanent foundation;

d. Application for a temporary family health care structure must include a doctor's certification identifying the mentally or physically impaired person's need. Subsequent annual certifications are necessary to maintain the structure's status as a qualified temporary family health care structure; and

e. The temporary health care structure shall be removed within sixty (60) days of the mentally or physically impaired person no longer receiving or is no longer in need of the assistance provided for in this section.

(Ord. of 1-19-98, § XII; Ord. of 2-1-99(1); Amend. of 3-7-05; Amend. of 9-6-11; Amend. of 4-21-14; Amend. of 9-6-16)

Sec. 21-282. Reserved.

Editor's note: Section 21-282 was automatically repealed 18 months from April 20, 1998. Said section has been deleted at the direction of the county.

Sec. 21-283. Maintenance of manufactured home parks.

Manufactured home park districts, as defined by this chapter, shall be maintained in a neat and orderly manner. This shall include but not be limited to maintenance of adequate roads and drainageways, yards, trees and shrubs. Specific standards are as provided below.

Manufactured home parks shall comply with the following criteria. Separate standards are established for manufactured home parks registered under the county manufactured home park

ordinance as existing or otherwise zoned MHP in the initial adoption of county-wide zoning, manufactured home parks created or expanded under the county manufactured home park ordinance between December 15, 1989, and February 15, 1998, and manufactured home parks created or expansions of manufactured home parks as provided in this chapter. The following subsections prescribe manufactured home park standards for which compliance is required and the time allowed to come into compliance with a specific requirement. Time allowed to come into compliance with specific items varies and is provided with each requirement. A park will be in violation of this chapter if the individual specifications are not met within the required time. In addition to enforcement procedures provided otherwise in this chapter, zoning permits will not be issued for manufactured home parks in violation of this section. All manufactured home parks will be inspected biannually to determine compliance with these standards.

(1) Manufactured home parks existing prior to the adoption of the county manufactured park ordinance adopted on December 15, 1989, or which were otherwise zoned as manufactured home parks are subject to the following standards:

a. *Internal streets.* Internal streets must maintained in good condition either hard surfaced or graveled. Repairs are required to be of the same material as the existing internal street. If the street is gravel then all repairs shall be a minimum of six (6) inches of compacted gravel. If the street is paved the repair shall be a minimum of four (4) inches of compacted stone as base and paved. (Compliance required within one (1) year.) Roads shall be free of potholes, rough surfaces and ponding of water. (Compliance required within six (6) months.)

b. *Parking.* Each manufactured home space shall have a minimum four hundred (400) square feet of graveled or paved parking. On-street parking is allowed. (Compliance required within six (6) months.)

c. *Grounds.* Grounds shall be kept free of obnoxious weeds, trash litter or debris. This shall include but not be limited to appliances and furniture not designed for outdoor use. (Compliance required within six (6) months.)

d. *Drainage.* Property is required to have adequate drainage facilities which will keep their premises free from standing water and permit the natural flow of water across and off the site. Internal streets are to be equipped with adequate drainage. (Compliance required within one (1) year.)

e. *Trash disposal.* The owner of the park shall provide one (1) of the following methods:

1. Provision of centralized trash dumpsters; or

2. Provision of individual covered trash containers, picked up at least once a week. (Compliance required within six (6) months.)

f. *Street signs and addressing.* Park name and address sign shall be provided at the main entrance, which shall be clearly visible from the publicly maintained road. All numbering shall comply with the county addressing ordinance. (Compliance required within six (6) months.)

(2) Manufactured home parks created or expansions of manufactured home parks approved as provided by the county manufactured park ordinance between December 15, 1989, and February 15, 1998, are subject to the following standards:

a. *Internal streets.* Internal streets shall be kept free of potholes, rough surfaces and ponding of water and are required to be maintained to one (1) of the following standards:

1. The internal street must be an eighteen-foot wide gravel road with six-inch base; or
2. Sixteen-foot wide paved road, four-inch base.

(Compliance required within thirty (30) days.)

b. *Grounds.* Grounds shall be kept free of obnoxious weeds, trash litter or debris. This shall include but not be limited to appliances and furniture not designed for outdoor use. (Compliance required within thirty (30) days.)

c. *Drainage.* Property is required to have adequate drainage facilities which will keep their premises free from standing water and permit the natural flow of water across and off the site. Internal streets are to be equipped with adequate drainage. (Compliance required within thirty (30) days.)

d. *Trash disposal.* The owner of the park shall provide one (1) of the following methods:
   1. Provision of centralized trash dumpsters; or
   2. Provision of individual covered trash containers, picked up at least once a week. (Compliance required within thirty (30) days.)

e. *Park identification sign.* A park identification sign is required. (Compliance required within thirty (30) days.)

f. *Street signs and addressing.* Park name and address sign shall be provided at the main entrance, which shall be clearly visible from the publicly maintained road. All numbering shall comply with the county addressing ordinance. (Compliance required within thirty (30) days.)

g. *Screening.* Required adjacent to all developed properties. For the purposes of this subsection, a developed property is one with at least one (1) principal structure located within three hundred (300) feet of the manufactured home park property line used for a residential, commercial, governmental, institutional, or industrial purpose. The required buffer is fifteen (15) feet wide, evergreen shrubs five (5) feet apart and six (6) feet high or equivalent as approved by the zoning administrator. (Compliance required within thirty (30) days.)

(3) Manufactured home parks created or expansions of manufactured home parks approved as provided by the county zoning ordinance are subject to the following standards:

a. *Maintenance of facility.* The manufactured home park or expansion approved as provided by this chapter shall maintain the development to the standards required as a condition of approval of the development. (Compliance required within thirty (30) days.)

b. *Grounds.* Grounds shall be kept free of obnoxious weeds, trash litter or debris. This shall include but not be limited to appliances and furniture not designed for outdoor use. (Compliance required within thirty (30) days.)

c. *Drainage.* Property is required to have adequate drainage facilities which will keep their premises free from standing water and permit the natural flow of water across and off the site. Internal streets are to be equipped with adequate drainage. (Compliance required within thirty (30) days.)

(Ord. of 2-1-99(1); Ord. of 8-20-01)

Sec. 21-284. Location of manufactured homes not provided in the table of uses.

This section provides specific exceptions for location of manufactured homes not otherwise

provided by this chapter.

(1) *Placement of manufactured homes on existing lots.* Notwithstanding other provisions of this chapter, including standards contained in the "table of uses", Type II and Type III manufactured homes may be placed on lots of record or in a subdivision for which the planning department has received a complete preliminary plat or final plat application as provided by the county subdivision ordinance, existing prior to June 8, 1999. All applicable requirements, such as skirting requirements, setbacks, etc. of the underlying district and as provided otherwise shall apply. The types of manufactured homes allowed in each district as provided by this section are as follows:

a. RA District: Type II and Type III.

b. RR District: Type II.

c. CBI District: Type II and Type III.

d. MFR District: Type II and Type III.

(2) *Placement of manufactured homes in family manufactured home parks.* Location of manufactured homes is allowed in family manufactured home parks as provided below:

a. The proposed park is located on a lot or lots of record existing prior to June 8, 1999.

b. The proposed park meets the requirements of section 21-56.

c. The manufactured home type is in compliance with subsection (1) above.

(3) *Placement of manufactured homes in family subdivisions.* Location of manufactured homes is allowed in family subdivisions as provided below:

a. The family subdivision is defined and approved as provided in the county subdivision ordinance.

b. The intent of the family subdivision is for occupancy and/or purchase of the lots by members of the immediate family and not for the sale, rental or occupancy of the lots by persons not members of the immediate family of the property owner.

c. The manufactured home type is in compliance with subsection ~~a.~~ **(1)** above.

(4) *Temporary uses.* Location of manufactured homes is allowed for temporary uses as provided by this chapter.

(Ord. of 6-7-99; Amend. of 4-21-14)

Sec. 21-285. Accessory structures.

Accessory structures in the RA, RR, RS, MHP and MFR zoning districts shall conform to the following regulations, unless otherwise provided in this chapter:

(1) Accessory structure footprints including those used as RHOs ~~including those used as RHOs~~ shall not exceed ten (10) percent of the size of the lot on which it is located.

(2) Setbacks shall be based on building size as provided in the following table:

Building Square Footage	Setback, Side and Rear Yards
0-4,000	10 feet
4,001-8,000	40 feet
8,001 and over	80 feet

(3) Accessory structures shall not be allowed in the required front setback.

(4) These regulations shall not apply to fences, mailboxes, landscaping features, gazebos and similar structures.

(Ord. of 3-18-02(4); Amend. of 3-5-12; Amend. of 9-3-19)

Secs. 21-286--21-310. Reserved.

ARTICLE XII. ADMINISTRATION AND HEARING REQUIREMENTS

Sec. 21-311. Board of commissioners.

The board of commissioners shall have the following powers and duties to be carried out with this chapter which include, but are not limited to, the following:

(1) Conducting hearings on certain ~~conditional~~ **special** use permits as provided by this chapter;

(2) Authorizing**,** ~~and~~ approving**, and reasonably maintain** land use plans **or comprehensive plans** which guide the implementation and modification of this chapter;

(3) Initiating and making amendments to the text of these regulations and to zoning maps;

(4) Hearing, reviewing and adopting or rejecting amendments to the text of these regulations and to zoning maps;

(5) Appointing planning board and ~~zoning~~ board of adjustment members;

(6) Establish rules and procedures for the enforcement and administration of this chapter;

(7) Taking such other action not delegated to the planning board or ~~zoning~~ board of adjustment as the board of commissioners may deem desirable and necessary to implement the provisions of these regulations.

(Ord. of 1-19-98, § XIII)

Sec. 21-312. Planning board.

(a) *Authority*. The planning board is an appointed, advisory body making recommendations to the board of commissioners as generally authorized by G.S. ~~Ch. 153A, Art. 18~~ **160D-301**.

(b) *Duties and responsibilities.* The Planning Board shall carry out ~~Powers and~~ duties ~~are~~ as provided by **chapter 17 and 21 of the Rowan County Code of Ordinances and others as directed by** the board of commissioners.

(c) *Composition*. The Board of Commissioners shall appoint members to the Planning Board as provided by Chapter 17 of the Rowan County Code of Ordinances.

(d) *Meetings and procedure*. Unless otherwise amended by the Board of Commissioners, the Planning Board shall maintain its own rules of procedure for the transaction of official business consistent with this chapter and G.S. 160D. All meetings

shall be open to the public. The Planning Board shall keep a written public record of member attendance and decisions.

(e) *Oath of office.* Prior to performing duties referenced in subsection (b), new and reappointed members shall take an oath of office referenced in G.S. 11-7 and 153A-026.

(Ord. of 1-19-98, § XIII)

Sec. 21-313. ~~Zoning board~~ Board of adjustment (~~ZBA~~ BOA).

(a) *Authority.* As an appointed, quasi-judicial body, the ~~ZBA~~ **BOA** hears and decides appeals and variance requests as authorized by G.S. ~~153A-345~~ **160D-405 and 705** ~~and zoning map interpretations subject to section 21-334~~.

(b) *Duties and responsibilities.* The ~~ZBA~~ **BOA** shall carry out duties expressly provided in article XIII or as directed by the board of commissioners.

(c) *Composition.* The board of commissioners shall appoint members to the ~~ZBA~~ **BOA** as provided by G.S. ~~153A-345~~ **160D-302**.

(d) *Meetings and procedure.* **Unless otherwise amended by the board of commissioners, the** ~~The~~ ~~ZBA~~ **BOA** shall ~~adopt~~ **maintain its own** rules of procedure for the transaction of official business **consistent with this chapter and G.S. 160D**. All meetings shall be open to the public. The ~~ZBA~~ **BOA** shall keep a written public record of member attendance, findings and decisions.

(e) *Oath of office.* Prior to performing duties referenced in subsection (b), new and reappointed members shall take an oath of office referenced in G.S. 11-7 and 153A-026.

(Ord. of 1-19-98, § XIII; Amend. of 4-21-14)

Sec. 21-314. Planning department.

(a) *Duties and responsibilities.* The planning department serves as the lead agency for the overall administration of this article and serves as the primary professional staff of the planning ~~and zoning~~ board and board of adjustment.

(1) *Planning director.* The planning director performs the following duties:

a. Supervises the various activities of the department;

b. Develops and maintains the comprehensive plan, ~~area plans~~, other specialized plans, policies, regulations for plan implementation **consistent with G.S. 160D-501**;

c. Serve as zoning administrator for the county and is hereby charged with the authority and duty to enforce this chapter. In this capacity the zoning administrator shall include staff authorized by the planning director to perform any function of this position.

d. Provides recommendations to the planning board, ~~zoning~~ board of adjustment, board of ~~county~~ commissioners, and county manager;

e. Provides administrative assistance to special boards, committees, and commissioners;

f. Acts as executive secretary to the planning board;

g. Performs other functions as may be necessary to effectively administer the county's overall planning program; and

h. Maintains cumulative records for each watershed area eligible for SNIA development

and detailed files for those projects approved as an SNIA outlining the location, acres, site plan and type of land use.

i. Maintains inspection records for each stormwater control structure permitted under Section 21-33(2)(f) of this Chapter

(2) *Zoning administrator.* The zoning administrator shall be responsible for the following duties:

a. Administers and makes necessary interpretations of the zoning requirements;

b. Acts as executive secretary to the ~~zoning~~ board of adjustment;

c. Coordinates permitting procedures;

d. Determines compliance and investigates suspected violations; ~~and~~

e. **Inspects work undertaken pursuant to a development approval to assure the work is being done in accordance with applicable local laws and terms of the approval; and**

f. Performs other necessary functions to effectively administer this article.

b. *Conflicts of interest*. No staff member shall make a final administrative decision concerning a request if they would have a conflict of interest, as identified in section 21-315 (2) for advisory board members, in making the decision. If a staff member has a conflict of interest under this section, the decision shall be assigned to another staff member as designated by this chapter.

c. *Revocation of administrative development approvals*. In addition to the initiation of enforcement actions referenced in section 21-13, development approvals shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any applicable local development regulation; for false statements or misrepresentations made in securing the approval; or mistakenly issued by staff in violation of applicable local law. Revocations shall be noted in writing and delivered to the holder of the development approval stating the reason thereof. Staff shall follow the same development review and approval process required for the issuance of the approval for any revocation.

(Ord. of 1-19-98, § XIII; Ord. of 4-20-98; Ord. of 5-21-01(2); Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 8-19-19)

Sec. 21-315. Hearing procedures for zoning map and text amendments, high density and ~~conditional~~ special use permits, variances, appeals, and interpretations.

(1) *Public notice.* The following notice requirements shall apply to ~~public~~ **legislative**, courtesy, and quasi-judicial hearings required by this chapter as indicated below except as provided in section 21-316 and otherwise indicated herein:

a. *Newspaper.* In accordance with G.S. ~~153A-323~~ **160D-601**, **legislative decisions regarding** zoning map and text amendments shall be advertised in a newspaper of general circulation in the county once a week for two (2) consecutive calendar weeks, with the first advertisement appearing at least ten (10) days but not more than twenty-five (25) days prior to the ~~public~~ hearing date. In computing this advertising period, the date of publication shall not be included, but the day of the hearing shall be included.

b. *Mailed notice.* In addition to the newspaper notice required above, the administrator

shall provide mailed notice to the owner(s), applicant, of the subject property(s) and all property owners **according to the county tax listings** within one hundred (100) feet of the parcel(s) subject to the proposed action for the above referenced requests except only mailed notice to the applicant of a text amendment. **For the purposes of this section, the distance encompassed by a street, railroad, or other transportation corridor is not included within the one hundred (100) foot distance for adjacent properties.** The notice must be deposited in the mail at least ten (10) days but not more than twenty-five (25) days prior to the hearing date. If, in the discretion of the administrator, the potential impact of the proposed action or the configuration of land parcels in the area warrants notification of additional property owners beyond this distance, such notice shall be provided.

c. *Signs on property.* In addition to the newspaper and mailed notice requirements, signs notifying the public of a scheduled hearing shall be posted at least ten (10) days but not more than twenty-five (25) days prior to the hearing for the above referenced requests, except for text amendments and large scale rezoning as provided in section 21-316. The signs shall be prominently placed on or immediately adjacent to the subject property. When multiple contiguous parcels are included within a request, a posting on each individual parcel is not required, but the county shall post sufficient notices to provide reasonable notice to interested persons.

d. *Miscellaneous provisions*. The board may continue a hearing that has been convened without further advertisement. If the hearing is set for a given date and a quorum of the board is not present, the hearing shall be continued until the next regular board meeting without further advertisement.

(2) *Conflict of interest.*

a. ~~*Zoning map and text amendments*~~ ***Legislative and Courtesy Hearings***. A member of the board of commissioners **or planning board** shall not vote on any ~~zoning map or text amendment~~ **legislative or advisory decision regarding a development regulation** where the outcome of the matter being considered is reasonably likely to have a direct, substantial and readily identifiable financial impact on the member. **Additionally, members** ~~Members of appointed boards providing advice to the board of commissioners~~ shall not vote on ~~recommendations regarding~~ any zoning map or text amendment **if the applicable landowner or applicant of the petition is a person with whom the member has a close familial relationship defined as immediate family including spouse, or business or other associational relationship** ~~where the outcome of the matter being considered is reasonably likely to have a direct, substantial and readily identifiable financial impact on the member~~.

b. *Quasi-judicial* ***Hearings***. A member of the board of adjustment or any other body exercising quasi-judicial functions shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial **relationship defined as immediate family including spouse**, **or** business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation **at or prior to the hearing or vote on the matter** and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

Vacant positions on the board of commissioners and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for

calculation of the requisite majority. The same is required of the board of adjustment hearings but only if there are no qualified alternates available to take the place of such members.

(3) ***Delivery of administrative materials for quasi-judicial hearings*. Planning staff shall transmit to the board all applications, reports, and written materials relevant to the matter being considered, which becomes part of the hearing record. The materials may be distributed to the members of the board prior to the hearing if the same material is provided to the applicant or appropriate party and the property owner. Objections to inclusion or exclusion of materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.**

~~(3)~~ **(4)** *Conduct of hearing.*

a. *General*. Quasi-judicial, ~~public~~ **legislative**, and courtesy hearings shall be conducted in the following manner unless modified by the chair~~man~~ of the respective board:

~~a.~~ **1.** Staff report;

~~b.~~ **2.** Applicant or petitioner comments;

~~c.~~ **3.** ~~Public~~ **Open** hearing ~~opened~~;

~~d.~~ **4.** Public comment;

~~e.~~ **5.** ~~Public~~ **Close** hearing ~~closed~~; and

~~f.~~ **6.** Action.

b. *Presentation of evidence for quasi-judicial hearings*. The applicant, county or any person having standing to appeal the decision under G.S. 160D-1402 (c) shall have the right to participate as a party at the hearing. Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the board. Objections regarding jurisdictional and evidential issues, including but not limited to, the timeliness of an appeal or the standing of a party, may be made to the board. The board chair shall rule on any objections, which may be appealed to the full board. These rulings are subject to judicial review pursuant to G.S. 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.

c. *Appearance of administrator in quasi-judicial hearings*. The official who made the decision, or the person currently occupying that position if the decision-maker is no longer employed with the county, shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or the county would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the board shall continue the hearing.

d. *Written citizen comments.* If a resident or property owner in the county submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation authorized by G.S. 160D, Article 7 to the clerk to the board of commissioners at least two (2) business days prior to the proposed vote on such change, the clerk shall deliver the statement to the board. If the proposed change is the subject of a quasi-judicial proceeding, the clerk to the respective board shall provide only the names and addresses of the individuals providing written comment, which shall not disqualify any board member from

voting.

~~(4)~~ **(5)** *Oath for quasi-judicial hearings*. The chair~~man~~, any member acting as chair~~man~~, or clerk to the board is authorized to administer oaths to witnesses in any matter before the board. Any person who, while under oath during a proceeding before the Board of Commissioners or ~~ZBA~~ **BOA**, willingly swears falsely is guilty of a Class I misdemeanor.

~~(5)~~ **(6)** *Subpoenas for quasi-judicial hearings*. The Board of Commissioners and the ~~ZBA~~ **BOA** through the chair~~man~~ or anyone acting as chair~~man~~, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, **the applicant, the county, or any person** ~~persons~~ with standing under G.S. ~~160A-393(d)~~ **160D-1402 (c)** may make a written request to the chair~~man~~ explaining why it is necessary for certain witnesses or evidence to be compelled. The chair~~man~~ shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair~~man~~ shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair~~man~~ may be **immediately** appealed to the full board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the board or party seeking the subpoena may apply to ~~Superior~~ **General** Court **of Justice** for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

~~(6)~~ **(7)** *Action.* Once a ~~public /~~ **legislative or** courtesy hearing is closed, the appropriate decision-making body shall take some form of action during the same meeting. Such action may include continuing the hearing to a later meeting. In cases where the planning board is authorized to make a recommendation, the board shall follow action procedures of Article XIV.

In quasi-judicial decisions, the board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board and is effective upon filing with the ~~clerk to the Board of Commissioners~~ **Planning Department**.

~~(7)~~ **(8)** *Vote.* A majority vote, excluding vacant seats and disqualified members as indicated in subsection (2), shall be sufficient for the purpose of taking any official action except that variance requests require a four-fifths (4/5) vote of its members, excluding vacant seats and disqualified members indicated in subsection 21-315(2). Quasi-judicial decisions shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify that proper notice has been made.

Each **quasi-judicial** decision is subject to review by the superior court by proceedings in the nature of certiorari consistent with G.S. ~~160A-393~~ **160D-1402 and 1405 (d)**. Any petition for review by superior court shall be filed within the clerk of superior court by the latter of thirty (30) days after the decision of the Board of Commissioners or ZBA is effective or after a written copy thereof is given. When first class mail is used to deliver notice, three (3) **working** days shall be added to the time to file the petition.

~~(8)~~ **(9)** *Omissions.* The unintentional failure to give written notice or the unintentional omission of the name of a property owner shall not invalidate the action of the planning board or board of commissioners.

(Ord. of 1-19-98, § XIII; Amend. of 2-20-06(1); Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 4-21-14; Amend. of 8-19-19)

Sec. 21-316. Exceptions for mailed notice requirements for large-scale rezoning.

The first class mailed notice required in section 21-315 ~~shall~~ **is** not ~~be~~ required if the zoning map amendment ~~directly affects~~ **proposes to change the zoning designation of** more than fifty (50) properties owned by ~~a total of~~ at least fifty (50) landowners, and the county elects to use the expanded published notice provided in this section. In this instance the county may, as an alternative to the mailed notice requirements**,** elect to publish ~~once a week for two (2) successive calendar weeks in a newspaper having general circulation in the area,~~ an advertisement **consistent with section 21-315(1)(a) not less than one-half (1/2) of a newspaper page in size** ~~of the public hearing~~ that shows the boundaries of the area affected by the proposed ~~zoning map~~ amendment **including proposed districts**. ~~The advertisement shall also explain the nature of the proposed change. The advertisements shall meet the requirements of subsection 21-315(1)a. The advertisement shall be no less than one-half (1/2) a newspaper page in size.~~ In addition to this requirement, affected property owners living outside the area of general circulation of the newspaper used shall be mailed a notice as provided in subsection 21-315(1)b. of this article.

(Ord. of 1-19-98, § XIII; Amend. of 2-20-06(1))

Sec. 21-317. High Density development permit application.

(1) A High Density Development Permit shall be required for new development exceeding the requirements of the low density standards of Section 21-33(2)(d) and subject to the review standards of this section.

(2) An application for a High Density Development Permit shall be made on the proper form and submitted to the Planning Department with the following information:

a. A completed High Density Development Permit Application signed by the owner of the property. The signature of the consulting engineer or other agent will be accepted on the application only if accompanied by a letter of authorization;

b. Two (2) reproducible copies of the development plan within the drainage basin, detailed information concerning built-upon area and specifications of the stormwater control structure consistent with section 22-109b of the Rowan County Subdivision Ordinance;

c. When required by law, written verification that a soil erosion and sedimentation control plan has been approved by the appropriate state or local agency;

(3) First consideration of a High Density permit application shall occur at the next regularly scheduled meeting of the Board of Commissioners following the Planning Department's review of the complete application submittal. The Board shall take action on the application at its first consideration or within thirty (30) days of its first consideration. At its discretion, the Board of Commissioners shall either approve or disapprove each application for a High Density Development Permit.

a. If the Board approves the application, such approval shall be indicated on the permit and both copies of the site plan and both copies of the plans and specifications of the stormwater control structure.

1. In addition to any other requirements provided by this Ordinance, the Board may designate additional permit conditions and requirements to assure the use will be harmonious with the area in which it is proposed to be located and with the spirit of this Ordinance.

2. All additional conditions shall be entered in the minutes of the meeting, at which the permit is granted, on all plans and on the permit certificate.

3. All conditions so imposed shall run with the land and shall be binding upon the applicant and the applicant's heir, successors, or assigns during the continuation of the permitted use.

b. If approved by the Board, a High Density Development Permit shall be forwarded to the Subdivision Review Committee (SRC) for review pursuant to Section 22-56 of the Rowan County Subdivision Ordinance.

c. If the Board disapproves the application, the reasons for such action shall be stated in the minutes of the Board and presented to the applicant in writing either by personal service or registered mail, return receipt requested. The applicant may make changes and submit a revised plan which shall be submitted, reviewed, and acted upon by the Board pursuant to the procedures of this section.

(Ord. of 8-19-19)

Secs. 21-318--21-330. Reserved.

ARTICLE XIII. APPEALS, VARIANCES AND INTERPRETATIONS

Sec. 21-331. Appeals.

Appeals of orders or decisions of the zoning administrator shall be conducted as follows:

(1) *Notice of appeal.* Any person who has standing under G.S. ~~160A-393 (d)~~ **160D-1402 (c)** or the county may appeal any order or decision of any administrator of this chapter to the ~~zoning~~ board of adjustment (~~ZBA~~ **BOA**). An appeal is initiated by filing a written notice of appeal with the clerk to the Board of ~~Commissioners~~ **Adjustment**, which specifies the grounds for the appeal. The clerk shall note the date and time of receipt of the appeal.

(2) *Time to appeal.* The property owner or ~~his~~ **their** authorized agent shall have thirty (30) days from receipt of the written notice **of the determination** to file an appeal. Any other person with standing to appeal shall have thirty (30) days from receipt from any source of actual or constructive notice of the ~~decision~~ **determination** to file an appeal. It ~~shall be~~ **is** conclusively presumed that all persons with standing to appeal have constructive notice of the ~~decision~~ **determination** from the date a sign containing the words "Zoning Decision"

or "Subdivision Decision" in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least ten (10) days. Posting of signs is not the only form of constructive notice. Any such posting ~~shall be~~ **is** the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision.

(3) *Stay of action.* An appeal **of a notice of violation or other enforcement order** stays ~~all~~ **enforcement of the action appealed from and accrual of any fines assessed during the pendency of the appeal to the BOA and any subsequent appeal in accordance with G.S. 160D-1402 or during the pendency of any civil proceeding authorized by law or appeals therefrom,** ~~actions by the administrator seeking enforcement of or compliance with the order or decision~~, unless the administrator **who made the decision** certifies to the ~~ZBA~~ **BOA after notice of appeal has been filed** that~~,~~ because of the facts ~~surrounding the situation~~ **stated in an affidavit**, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the ~~ordinance~~ **development regulation**. In that case, **enforcement** proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the ~~ZBA~~ **BOA** shall meet to hear the appeal within fifteen (15) days after such a request is filed. The ~~ZBA~~ **BOA** shall hear and decide all other appeals with a reasonable time. Notwithstanding the foregoing, appeals of decisions granting a ~~permit~~ **development approval** or otherwise affirming that a proposed use of property is consistent with the ~~ordinance~~ **development regulation** shall not stay the further review of an application for ~~permits or permissions~~ **development approvals** to use such property; in these situations the appellant **or county** may request and the ~~ZBA~~ **BOA** may grant a stay of a final decision of ~~permit~~ **development approval** applications ~~or building permits~~ affected by the issue being appealed.

(4) *Procedures.* The administrator who made the decision shall transmit to the ~~ZBA~~ **BOA** all documents and exhibits constituting the record upon which the ~~action~~ **decision** appealed from are taken. The administrator shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner. The administrator shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or the county would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the ~~ZBA~~ **BOA** shall continue the hearing.

~~When hearing an appeal pursuant to G.S. 160A-400.9(e) or any other appeal in the nature of certiorari, the hearing shall be based on the standards of this ordinance and the scope of review shall be as provided in G.S. 160A-393(k).~~

(5) ~~*ZBA*~~ ***BOA** action.* **The BOA may reverse or affirm, wholly or partially, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that should be made.** ~~ZBA~~ **BOA** decisions shall include a statement of the specific reasons or findings of fact that support the motion consistent with section 21-315 ~~(7)~~ **(8)**.

(6) *Judicial challenge.* Every decision shall be subject to review by superior court by proceedings identified in section 21-315 (8).

(Ord. of 1-19-98, § XIV; Amend. of 4-21-14)

Sec. 21-332. Variances.

Requests for a variance from the requirements of this chapter shall be in accordance with the following criteria:

(1) *Application for variance.* An application for a variance shall be submitted to the ~~ZBA~~ **BOA** by filing a copy of the application with the administrator in the planning department. ~~Public hearings~~ **Hearings** for such applications shall be in conformance with the applicable provisions of Article XII.

(2) *Variance criteria.* A variance ~~may~~ **shall** be granted by the ~~ZBA~~ **BOA** if it concludes that strict enforcement of this chapter would result in unnecessary hardships for the applicant. ~~The ZBA, in granting a variance, shall ensure that the spirit of this chapter is maintained, public welfare and safety ensured, and substantial justice done.~~ The board may reach these conclusions if it makes the following findings:

a. Unnecessary hardship would result from the strict application of the ordinance. It ~~shall~~ **is** not ~~be~~ necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

b. The hardship results from conditions that are peculiar to the property such as location, size, or topography. Hardships resulting from personal circumstances and / or conditions common to the neighborhood or general public may not be the basis for granting a variance**. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability**;

c. The hardship is not the result of the property owner or applicant's own actions. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance ~~shall~~ **is** not ~~be regarded as~~ a self-created hardship;

d. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured and substantial justice is achieved;

e. The variance will not result in a land use otherwise not permitted in the applicable zoning district nor authorize the extension of a nonconforming situation in violation of article VI, or other applicable provisions of this chapter; and

f. If applicable, the setback reduction is no more than fifty (50) percent of that required and the resulting setback is no less than five (5) feet from any property line or right-of-way.

(3) *Approval*. Prior to granting a variance, the ~~ZBA~~ **BOA** must vote affirmatively on all of the required findings listed in subsection (2). Each motion to make an affirmative finding shall set forth the specific reasons or findings of fact supporting such motion.

(4) *Denial*. A motion to deny a variance request may be made on the basis that one (1) or more of the criteria are not satisfied. Such a motion shall include a statement of the specific reasons or findings of fact that support it. A reapplication for a denied variance may not be made within one (1) year of the original decision, unless substantial changes have occurred in the facts, evidence or conditions of the application, or property in question.

(5) *Conditions.* In granting variances, the ~~ZBA~~ **BOA** may impose appropriate conditions, including a limitation on the duration of the variance, provided they are reasonably related to the variance. All such conditions are enforceable as any other applicable requirement of this article.

(6) *Revocation*. The BOA may consider revocation of an approved variance through the same procedure as the original approval. Following the hearing, the BOA may elect to revoke the variance if it is factually determined that one or more instances

listed below have occurred:

a. Substantial departure from the approved application, plans, or specifications;

b. Refusal or failure to comply with the requirements of any applicable local development regulation;

c. False statements or misrepresentations made in securing the approval; or

d. Mistakenly issued in violation of an applicable State or local law.

(Ord. of 1-19-98, § XIV; Amend. of 4-21-14)

Sec. 21-333. Recordation of variances and conditions.

The administrator shall keep a record of all variances from this chapter. The nature of the variance and any supplemental conditions shall be entered on the face of any zoning permit, or the zoning permit may note the issuance of the variance and refer to the written record of the variance for further information. In the case of the Water Supply Watershed (WS) Overlay provisions, this record shall be submitted to the supervisor of the classification and standards group, water quality section, division of environmental management on an annual basis and shall provide a description of each project receiving a variance and the reasons for granting the variance.

(Ord. of 1-19-98, § XIV; Amend. of 4-21-14)

Sec. 21-334. ~~Interpretations~~ Reserved.

~~Interpretations of the requirements of this chapter shall be in accordance with the following criteria:~~

~~(1) *Map and line interpretations.* The ZBA is authorized to interpret the official zoning map(s) and to determine disputed questions of district boundary lines and similar questions. If such questions arise in the context of an appeal from a decision of the administrator, they shall be handled in accordance with section 21-331 of this article.~~

~~(2) *Application.* An application for an interpretation shall be submitted to the ZBA by filing a copy of the application with the zoning administrator in the planning department. The application shall contain sufficient information to allow the board to make the necessary interpretation.~~

~~(3) *Guidelines for interpretations.* Where uncertainty exists as to the boundaries of zoning districts as shown on official zoning maps, the following rules shall apply:~~

~~a. Those boundaries indicated as generally following the centerlines of streets, highways, watercourses, or railroads shall be construed to follow such centerlines;~~

~~b. Boundaries indicated as approximately following parcel or lot lines, municipal limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries;~~

~~c. Where a district boundary divides a lot or parcel, or where map distances are not indicated, the boundary shall be determined by measurement, using the zoning map scale; and~~

~~d. When a street or road is officially vacated or abandoned, the zoning designation of each abutting parcel shall be extended to apply to that portion of such rights-of-way added to adjoining land.~~

(Ord. of 1-19-98, § XIV; Amend. of 4-21-14;)

Sec. 21-335. Variance from watershed overlay.

The administrator shall review all variance requests from the Water Supply Watershed (WS) Overlay provisions to determine whether the request constitutes a minor or major variance. If conditions warrant, the administrator or the board of commissioners may require that a minor variance be reviewed as a major variance. In addition to the other provisions in this article, variance requests from the watershed overlay provisions shall be reviewed as follows:

(1) *Notice to affected governments.* The administrator shall notify, in writing, and provide a description of the variance request to each local government having jurisdiction in the watershed and the entity using the watershed for consumption. Each local government receiving notification shall have ten (10) working days to respond, in writing, to the variance request. All responses shall become part of the record for the board of commissioners proceedings for the particular variance request. A record of all variances granted from the water supply watershed provisions shall also be submitted each calendar year to the division of water quality on or before January 1 of the following calendar year and shall provide a description of each project receiving a variance and the reasons for granting the variance.

(2) *Transmittal of response.* The request, an accompanying staff recommendation, and responses from any other local government within the affected watershed will be forwarded to the board of commissioners for review & action, as stipulated in this article.

(3) *Minor variance.* The board of commissioners' decision is final.

(4) *Major variance.* Depending on the action by the board of adjustment, the following provisions shall apply:

a. *Denial.* The board of adjustment's decision is final.

b. *Approval.* If the board of commissioners recommends approval, a record of the variance request, meeting proceedings, and applicable conditions shall be forwarded to the state environmental management commission for final review and action. In cases where the environmental management commission denies the request, the decision is final and the administrator shall notify the applicant of the approval. In cases where the commission adds conditions which may affect the design of a development plan, the administrator shall forward the commission's decision to the board of commissioners for further review and action.

(Ord. of 1-19-98, § XIV; Amend. of 4-21-14)

Sec. 21-336. Judicial review of ~~ZBA~~ BOA decisions.

Each decision of the ~~ZBA~~ **BOA** is subject to review by the superior court by proceedings in the nature of certiorari **identified in G.S. 160D-1402**. Any petition for review by superior court shall be filed within thirty (30) days after the decision of the ~~ZBA~~ **BOA** is filed with the clerk to the Board of ~~Commissioners~~ **Adjustment**.

(Ord. of 2-1-99(1); Amend. of 3-5-12; Amend. of 4-21-14)

Secs. 21-337--21-360. Reserved.

ARTICLE XIV. TEXT AND MAP AMENDMENTS

Sec. 21-361. Text amendments.

(a) *Generally.* The board of ~~county~~ commissioners may amend the terms of this chapter in accordance with this section. Proposals to amend, supplement, modify, or repeal the text of this chapter may be initiated by the board of commissioners, the planning board, or **planning staff** ~~any person~~. **Proposals from other applicants may also be submitted if consistent with G.S. 160D-601(d).** If the review or approval of any state or federal agency is needed, appropriate measures shall be taken to ensure that such agency has an opportunity to provide comments on the proposed amendment prior to action by the board of ~~county~~ commissioners.

(b) *Planning board action.* Any proposed text amendment shall be submitted to the planning department at least fifteen (15) working days prior to the next regular meeting of the planning board if to be considered at that time. The planning board may provide a **non-binding** recommendation to the board of commissioners on all such requests within thirty (30) days of first consideration unless the request is assigned to a planning board subcommittee for further review. Failure of the planning board to transmit its recommendation within thirty (30) days after first consideration of an amendment or a referral by the board of ~~county~~ commissioners may allow the board of commissioners to ~~proceed in its consideration of~~ **act on** the amendment without the planning board recommendation.

The planning board shall advise and comment on whether ~~the proposed amendment~~ **its recommended action** is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of commissioners that addresses plan consistency in accordance with ~~options indicated in~~ subsection (c) and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the board of commissioners.

(c) *Board of commissioners action.* The board of commissioners shall hold a ~~public~~ **legislative** hearing to consider any ordinance amendment and the planning board recommendation in accordance with Article XII. ~~Prior to~~ **When** adopting or rejecting any zoning amendment, the board of commissioners shall adopt **a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. If the amendment is adopted and the action was deemed inconsistent with an adopted plan, the amendment shall result in the simultaneous amendment of the future land use map in an approved plan with no additional process involved.** ~~one of the following statements which~~ **The plan consistency statement is** ~~shall~~ not ~~be~~ subject to judicial review.~~:~~

~~(1) A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest; or~~

~~(2) A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest; or~~

~~(3) A statement approving the zoning amendment and containing at least all of the following:~~

~~a. A declaration that the approval is also deemed an amendment to the comprehensive plan; and~~

~~b. An explanation of the change in conditions the governing board took into account in amending the zoning ordinance to meet the development needs of the community; and~~

~~c. Why the action was reasonable and in the public interest.~~

~~After~~ **In addition to** adopting the consistency statement, the board of commissioners shall take one (1) of the following actions:

(1) Grant the amendment as requested or modified;

(2) Continue the request;

(3) Refer the application, with modifications, back to the planning board for further study and consideration; or

(4) Deny the amendment request.

(d) *Record of amendments.* All approved text amendments shall be recorded in the county zoning ordinance. The administrator shall provide copies of all amendments to the Water Supply Watershed (WS) Overlay provisions upon adoption to the division of water quality.

(e) *Statute of limitation*. An action challenging the validity of text adopted pursuant to this subsection shall be brought within one (1) year of adoption. A challenge based on an alleged defect in the adoption process shall be brought within three (3) years of adoption.

(Ord. of 1-19-98, § XV; Amend. of 2-20-06(1); Amend. of 11-2-09; Amend. of 3-5-12; Amend. of 9-3-19)

Sec. 21-362. Map amendments (rezoning).

(a) *Generally.* The board of ~~county~~ commissioners may amend the terms of this chapter in accordance with this section. If the review or approval of any state or federal agency is needed, appropriate measures shall be taken to ensure that such agency has an opportunity to provide comments on the proposed amendment prior to action by the board of ~~county~~ commissioners.

(b) *Purpose and intent.* It is the purpose of this section to set forth the procedures whereby the board of commissioners may change the zoning district classification of land after consideration of such factors as changing conditions in the area where the property is located or changes in county plans or policies.

(c) *Rezoning criteria.* When deciding whether to adopt a proposed rezoning, the primary issue before the planning board and board of commissioners is whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance. Information related to other issues which do not directly affect the public health, safety, or welfare may be declared irrelevant by the chair~~man~~ and excluded from presentation at the ~~public~~ hearing. In particular, when considering proposed map amendments:

(1) *Proposed uses.* The planning board and board of commissioners shall not consider any representations made by the petitioner that, if the change is granted, the rezoned property will be used for only one (1) of the possible range of uses allowed in the

requested zoning district classification. Rather, the boards shall consider whether the entire range of permitted uses in the requested zoning district is more appropriate than the range of uses allowed in the existing district.

(2) *Impact of zoning map change.* The boards 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.

(d) *Initiation.* The rezoning of property may be initiated by the board of commissioners, the planning board, **planning staff,** or by petition of the legal property owner(s) or designated representative.

(e) *Filing of petition.* Except when initiated by the ~~board of commissioners or the planning board~~ **county**, each petition to rezone a separate, noncontiguous property shall be submitted to the administrator on an approved application form and shall be accompanied by any nonrefundable, applicable fees as established by the board of commissioners.

(f) *Deadline for submittal of application.* The completed application package shall be submitted to the planning department at least fifteen (15) working days prior to the next regular meeting of the planning board if to be scheduled for consideration at that time.

(g) *Withdrawal of petition.* Any petitioner shall have the right to withdraw the rezoning petition, in writing, at any time prior to a final decision by the board of commissioners.

(h) *Content of application package.* Each rezoning petition shall be accompanied by:

(1) Two (2) copies of a map, to scale, which clearly illustrates the subject property to be rezoned; or

(2) Written metes & bounds legal description for property(ies) proposed for rezoning;

(3) Any other pertinent information as may be required by this article;

(4) Requests for conditional zoning districts shall be accompanied by a site plan as specified in section 21-52.

(i) *Staff review.* The administrator shall review the rezoning application package, ensure its completeness, and prepare a written staff recommendation concerning the proposed rezoning request. The administrator may consult with other appropriate agencies, including, but not limited to, the NCDOT, the county board of education, and the environmental health division of the county health department, when evaluating rezoning requests. The staff report shall, at a minimum address the following:

(1) Relationship and conformity with any adopted plans and policies;

(2) Consistency with this article and requested zoning district's purpose and intent;

(3) Compatibility of all uses within the proposed zoning district classification with other property and conditions in the vicinity; and

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

(j) *Planning board action.* The planning board shall provide a **non-binding** recommendation to the board of commissioners on each rezoning request. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of commissioners that addresses plan consistency in accordance with ~~options indicated in~~ subsection (k) and other matters as deemed appropriate by the planning board, but a comment by the planning

board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the board of commissioners.

Rezoning requests ~~for conditional districts or other small-scale rezonings~~ shall also include a statement of reasonableness analyzing the request as a recommendation for adoption by the board of commissioners. Failure of the planning board to transmit its recommendation within thirty (30) days after first consideration of a rezoning or a referral by the board of ~~county~~ commissioners may allow the board of commissioners to ~~proceed in its consideration of~~ **act on** the rezoning **request** without the planning board recommendation. **In addition to adopting the required statements, the** ~~The~~ planning board shall make one (1) of the recommendations as provided in this subsection:

(1) Grant the rezoning as requested;

(2) Grant the rezoning with modifications, including a recommendation to rezone to a more restrictive district than requested; or

(3) Deny the rezoning request.

(k) *Board of commissioners action.* The board of commissioners shall consider any rezoning petition and the planning board recommendation at an advertised ~~public~~ **legislative** hearing. ~~Prior to~~ **When** adopting or rejecting any rezoning petition, the board of commissioners shall adopt **statements of consistency and reasonableness as part of their decision, which may be approved in a single statement.**

(1) *Statement of consistency.* The board shall adopt a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. If the amendment is adopted and the action was deemed inconsistent with an adopted plan, the amendment shall result in the simultaneous amendment of the future land use map in an approved plan with no additional process involved. ~~one of the following statements which~~ **The plan consistency statement is** ~~shall~~ not ~~be~~ subject to judicial review~~:~~**. If a rezoning qualifies as a large-scale rezoning under G.S. 160D-602(b), the consistency statement may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.**

~~(1) A statement approving the rezoning petition and describing its consistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest; or~~

~~(2) A statement rejecting the rezoning petition and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest; or~~

~~(3) A statement approving the rezoning petition and containing at least all of the following:~~

~~a. A declaration that the approval is also deemed an amendment to the comprehensive plan; and~~

~~b. An explanation of the change in conditions the governing board took into account in amending the zoning ordinance to meet the development needs of the community; and~~

~~c. Why the action was reasonable and in the public interest.~~

(2) *Statement of reasonableness.* ~~Additionally, rezoning requests for conditional zoning districts or other small-scale rezonings~~ **The board** shall ~~also include adoption of~~ **adopt** a

statement ~~of~~ **analyzing the** reasonableness ~~analyzing~~ **of** the **proposed** request~~.~~ **,which may consider, among other factors:**

(a) The size, physical conditions, and other attributes of the area proposed to be rezoned;

(b) The benefits and detriments to the landowners, the neighbors, and the surrounding community;

(c) The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

(d) Why the action taken is in the public interest; and

(e) Any changed conditions warranting the amendment.

If a rezoning qualifies as a large-scale under G.S. 160D-602(b), the statement may address the overall rezoning.

(3) *Action*. ~~After~~ **In addition to** adopting the ~~required~~ statement~~(s)~~, the board of commissioners shall take one (1) of the following actions:

(1) Grant the rezoning as requested or modified;

(2) Continue the request;

(3) Refer the application, with modifications, back to the planning board for further study and consideration; or

(4) Deny the rezoning request.

(l) *Notification of decision.* Within five (5) working days of any action by the board of commissioners on a rezoning request, notice of such action shall be sent by first class mail to the rezoning petitioner and any other persons who have indicated to the zoning administrator, in writing, that they would like the decision mailed to them. Additionally, within fifteen (15) days after the effective date of a zoning change to commercial or industrial zones within six hundred sixty (660) feet of the rights-of-way of an interstate or primary highway, written notice by registered mail shall be sent to the Raleigh offices of the NCDOT in accordance with G.S. 136-136 and 136-153.

(m) *Petition resubmitted.* If a rezoning request is denied by the board of commissioners, the zoning administrator may not accept a new rezoning petition within the one (1) year period unless the administrator determines that:

(1) There has been a significant change in the zoning district classification of an adjacent property;

(2) A new or updated land use plan which changes public policy regarding the property is adopted by the county;

(3) Public facilities such as roads, water lines, sewer lines, or other infrastructure are constructed or expanded to serve the property and enable the proposed development to be accommodated; or

(4) There has been some other significant change, other than a change in ownership of the property, which might justify waiving the one-year restriction on submitting a new petition.

(n) *Recording of zoning change.* All rezoning map amendments shall be recorded on official

zoning maps which are a part of this chapter and are maintained for public inspection in the office of the county planning department.

(o) *Statute of limitation*. An action challenging the validity of a zoning map amendment adopted pursuant to this subsection shall be brought within one (1) year of adoption.

(Ord. of 1-19-98, § XV; Ord. of 4-20-98; Amend. of 2-20-06(1); Amend. of 11-2-09; Amend. of 9-6-16; Amend. of 9-3-19)

Sec. 21-363. Hierarchy of districts.

The districts established in this chapter are classified from "most restrictive" to "least restrictive": RS (most restrictive), RR, RA, MFR, MHP, INST, NB, CBI, 85-ED-1, 85-ED-2, 85-ED-3, 85-ED-4, IND (least restrictive).

(Ord. of 1-19-98, § XV; Ord. of 6-17-02; Ord. of 4-21-03; Amend. of 3-7-05)

Chapter 22: SUBDIVISION REGULATIONS

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ARTICLE I. IN GENERAL

Section 22-1. Title.

This ordinance shall be known and may be cited as the "Subdivision Ordinance of Rowan County, North Carolina", and may be referred to as the "Subdivision Regulations".

Section 22-2. Purpose.

The purpose of this ordinance is to establish procedures and standards for the development and subdivision of land within the territorial jurisdiction of the County of Rowan, North Carolina **noted in section 22-4**. It is further designed to provide for the orderly growth and development of the County; for the coordination of streets and highways within proposed subdivision with existing or planned streets and highways and with other public facilities; for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision and of rights-of-way or easements for street and utility purposes; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare. This ordinance is designed to further facilitate adequate provisions of water, sewerage, parks, open space, schools, and playgrounds, and also to facilitate the further resubdivision of larger tracts into smaller parcels of land.

Section 22-3. Authority.

This ordinance is hereby adopted under the authority and provisions of the General Statutes of North Carolina, Chapter ~~153A~~ **160D**, Article ~~18~~ **8**~~, Part 2~~ **(Subdivision Regulation)**.

Section 22-4. Jurisdiction.

The regulations contained herein, as provided in G.S. ~~153A~~ **160D**, Article ~~18~~ **8** shall govern every subdivision within Rowan County outside of the jurisdiction of any incorporated municipality and any municipal extraterritorial planning jurisdiction established under G.S. ~~160A-360~~ **160D-202**.

Section 22-5. Compliance With Ordinances, Plans and Maps.

All proposed subdivisions shall comply with the standards and requirements of any officially adopted

ordinances, plans or maps of the Rowan County Board of Commissioners. School sites may be reserved as provided in G.S. ~~153A-331~~ **160D-804(f)**.

Section 22-6. "Subdivision" Defined.

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

(a) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of Rowan County as shown in this ordinance.

(b) The division of land into parcels greater than ten (10) acres where no street or private or public street right-of-way dedication is involved.

(c) The public acquisition by purchase of strips of land for the widening or opening of streets.

(d) The division of a tract in single ownership whose entire area is not greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of Rowan County as shown in this ordinance.

(e) The division of a tract into plots or lots used as a cemetery.

(f) Land divided by a will, intestate succession defined by Chapter 29 of the ~~NCGS~~ **G.S.**, or the courts for the purpose of dividing up a deceased person's property.

(Amend. of 2-20-06(2); Amend. of 9-3-19)

Section 22-7. "Minor Subdivision" Defined.

A minor subdivision is defined as a subdivision where:

(a) No new roads are proposed, or road rights-of-way dedicated, and

(b) Where eight (8) or fewer lots will result after the subdivision is completed.

Section 22-8. "Minor Subdivision, Special Exception" Defined.

A minor subdivision, special exception is defined as a subdivision that complies with subsection (a) and (b):

(a) Subject parcel to be divided meets the following:

a. In single ownership;

b. Not exempted under section 22-6 (b);

c. Has not been divided under this section in the past ten (10) years; and

d. Greater than five (5) acres.

(b) After division, no more than three (3) lots are established meeting the following standards:

a. Dimensional requirements from section 21-84 of the Zoning Ordinance;

b. Use of the lots conform to section 21-113 of the Zoning Ordinance; and

c. A permanent means of ingress / egress is recorded for each lot.

Parcels created under this provision may not be further divided as a family subdivision.

Section 22-~~8~~ 9. "Major Subdivision" Defined.

A major subdivision is defined as a subdivision where:

(a) New roads are proposed or rights-of-way are dedicated, or

(b) More than eight (8) lots are created after the subdivision is completed.

(c) For purposes of compliance with section 22-111, Water Point Sources, a major subdivision shall be considered as a proposal creating fourteen (14) or more lots.

(Amend. of 7-16-07(2))

Section 22-~~9~~ 10. "Family Subdivision" Defined.

(a) *Purpose*. Minimum access standards for new lots are one of several primary objectives of this ordinance. To achieve this, all lots subdivided after the effective date of this ordinance are required to have frontage on either an existing or proposed road meeting the right of way and construction standards established by NCDOT. However, Rowan County recognizes a residential lot created for conveyance to an immediate family member, where access is provided by a private road, is a reasonable alternative to requiring the construction of a new public road.

(b) *Intent*. Family subdivision lots are typically conveyed as gift deeds or for nominal consideration in circumstances where the existing parcel does not contain the required road frontage to qualify as a minor **or minor, special exception** subdivision and would otherwise be required to construct a new public road for access. The standards set forth in this ordinance for family subdivisions are designed to promote:

a. The transfer of ownership of the newly subdivided lots to immediate family members;

b. Compliance with all other applicable ordinance standards related to dimensional and design criteria; and

c. Recognition that necessary maintenance associated with private roads is coordinated among family members.

(c) *Definition*. A family subdivision is defined as a subdivision of not more than three (3) lots plus the residual lot conveyed by the property owner to members of his / her immediate family as defined in this ordinance. A family member may only receive one (1) lot under this provision.

(Ord. of 2-1-99(2); Amend. of 11-2-09; Amend. of 9-6-16)

Section 22-~~10~~ 11. Other Definitions.

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

Administrative decision. **A decision made in the implementation, administration, or enforcement of this ordinance that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as "ministerial" decisions or "administrative determinations".**

Block. A piece of land bounded on one or more sides by streets or roads.

Board of Commissioners. County Board of Commissioners of Rowan County, North Carolina.

Building Setback Line--Front. A line establishing minimum allowable distance between the wall of the principal building and the street or road right-of-way line when measured perpendicularly from the right-of-way. Covered porches, decks, uncovered porches or landings, etc., but not including steps whether covered or not, shall be considered as part of the principal building and shall not project into the required yard.

Building Setback Line--Side or Rear. A line establishing minimum allowable distance between the wall of the principal building and the side or rear property lines. Covered porches, decks, uncovered porches or landings, etc., but not including steps whether covered or not, shall be considered as part of the principal building and shall not project into the required yard.

Cluster Subdivision. A subdivision of land that the subdivider requests and is approved to subdivide an original tract into lots smaller than those specified in this ordinance, provided that the land saved is reserved for permanent common use, usually in the form of open space.

County Manager. County Manager of Rowan County, North Carolina.

Courtesy hearing. **A hearing before the Planning Board that provides an opportunity for the public to express their views and opinions on an agenda item prior to the board making a recommendation concerning the matter. These hearings are required as a precursor to decisions required by this chapter by the Board of Commissioners.**

Crosswalk. A specially paved or marked path for pedestrians crossing a road.

Curb Outlet System. ~~means curb~~ **Curb** and gutter with breaks or other outlets used to convey stormwater runoff to vegetated conveyances or other vegetated areas.

Dedication. A gift, by the owner or a right to the use of land for a specified purpose or purposes. Because a transfer of property rights is entailed, dedication must be by written instrument.

Determination. **A written, final and binding order, requirement, or determination regarding an administrative decision.**

Developer. ~~means any~~ **Any** person, firm, trust, partnership, association, ~~or~~ corporation**, governmental agency, or redevelopment authority who undertakes any** ~~engaged in~~ development **and who is the landowner of the property to be developed or authorized agent to undertake** ~~, or proposed~~ development activities. **Also may be referred to as applicant herein.**

Development. ~~Any land disturbing activity that adds to or changes the amount of impervious or partially impervious cover on a land area, or which otherwise decreases the infiltration of precipitation into the soil.~~ **Unless the context clearly indicates otherwise:**

a. The construction, erection, alteration, enlargement, renovation, repair, movement, or demolition of any structure;

b. Excavation, grading, filling, clearing, or alteration of land;

c. Subdivision of land; or

d. Initiation or change in the use of land or the intensity of use of land.

Development approval. **An administrative or quasi-judicial approval as defined in Chapter 21 of the Code of Ordinances made pursuant to this chapter that is written and required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, plat approvals, special use permits, and variances. The term also includes all other regulatory approvals required by this chapter.**

Dry Hydrant. An arrangement of pipe permanently connected to a water point source other than a piped, pressurized water supply system, that provides a ready means of water supply for firefighting purposes and that utilizes the drafting (suction) capability of fire department pumpers.

Easements. A grant by the property owner to the public, a corporation, or persons, of the right to use a specified portion of a tract or tracts of land for a specified purpose.

"Existing" impervious development. ~~consists~~ **Consists** of any structure(s) or operational area(s) that has either been:

1. In existence and continuous operation prior to the effective date of the Rowan County Water Supply Watershed Ordinance on January 1, 1994 (since codified in the RCZO); or,
2. Lawfully permitted prior to the effective date (February 16, 1998) of the Rowan County Zoning Ordinance; or,
3. Lawfully permitted in accordance with the standards of the Rowan County Zoning Ordinance prior to the effective date of the High Density amendments contained in Section 21-33(f) of the RCZO.

Family, Immediate. ~~means~~ **Means** an individual's grandparents, ~~step-grandparents~~, parents, ~~step-parents~~, sibling ~~(full, half, or step)~~, children, ~~step-children~~, **and** grandchildren.~~, and step-grandchildren,~~ **This includes step, half, and in-law relationships and** whether natural or legal.

Flood Insurance Rate Map (FIRM). An official map of a community, issued by the Federal Emergency Management Agency, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Flood Insurance Study (FIS). An examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

Fire Marshal. Fire Division Manager of the Rowan County Department of Emergency Services or his designee.

Improvements. Refers to all infrastructure or amenities required by this ordinance including, but not limited to, all aspects of road construction, sidewalks, water lines, sewer lines, drainage and stormwater facilities, utility lines, water point sources and other related matters associated with the development of undeveloped land into building sites.

Insurance Services Office (ISO). ISO is an independent organization that serves insurance companies, fire departments, insurance regulators and others by providing information about property and liability risk. ISO's statistical, actuarial, and underwriting information is a resource used by insurers, government regulators, other companies and organizations and the use of their standardized policy language is the foundation on which many insurers build their coverage programs.

Legislative decision. **The adoption, amendment, or repeal of a development regulation.**

Legislative hearing**. A hearing conducted by the Board of Commissioners to solicit public comment and consider appropriate criteria identified in this chapter prior to making a legislative decision.**

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

Lot of Record. A lot which is part of a subdivision, a plat of which has been recorded in office of the

Register of Deeds of Rowan County, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this ordinance.

Lot Types:

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

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

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

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

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

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

Through Lot. See Double Frontage Lot.

Utility lot. A lot that serves unmanned utility facilities such as pump / lift stations, wireless facilities and support structure and septic tank drain fields. A utility lot is not to be used as parking, vehicle storage or accommodation for residential or commercial structures.

Minimum Design Criteria or "*MDC*"**.** ~~means the~~ **The** requirements set forth in this Chapter for siting, site preparation, design and construction, and post-construction monitoring and evaluation necessary for Rowan County or NC Department of Environmental Quality to issue stormwater permits that comply with State water quality standards adopted pursuant to G.S. 143-214.1.

Mobile Water Supply Apparatus. A vehicle designed primarily for transporting (pickup, transporting, and delivering) water to fire emergency scenes to be applied by other vehicles or pumping equipment.

Multi-connection. Any water supply furnishing potable water to two (2) to fourteen (14) connections of residences or businesses, or any combination thereof, from one (1) well that is not owned and operated by a public entity.

Municipal Type Water System. A system having water pumps serving hydrants and designed to furnish, over and above domestic consumption, a minimum flow of 250 gpm (946L/min) at 20psi (139 kPa) residual pressure for a 2-hour duration

National Fire Protection Association (NFPA). Established in 1896, the NFPA serves as the world's leading advocate of fire prevention and is an authoritative source on public safety. NFPA's mission is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating consensus codes and standards, research, training, and education. NFPA has developed three hundred (300) codes and standards that influence every building, process, service, design, and installation in the United States, as well as many of those used in other countries.

NCDOT. ~~means the~~ **The** North Carolina Department of Transportation.

NFPA 22 Standards for Water Tanks for Private Fire Protection. This standard provides the minimum requirements for the design, construction, installation, and maintenance of tanks and accessory equipment that supply water for private fire protection, including the following: (1) Gravity tanks, suction tanks, pressure tanks, and embankment-supported coated fabric suction tanks; (2) Towers; (3) Foundations; (4) Pipe connections and fittings; (5) Valve enclosures; (6) Tank filling; (7) Protection against

freezing; version 2007 or latest amendment thereof.

NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting. This standard identifies a method of determining the minimum requirements for alternative water supplies for structural firefighting purposes in areas where the authority having jurisdiction determines that adequate and reliable water supply systems for firefighting purposes do not otherwise exist; version 2007 or latest amendment thereof.

Observed right-of-way. ~~The~~ **Land** area **associated with a future cross section for a road segment(s)** recognized in the Cabarrus-Rowan Metropolitan Planning Organization**'s** (CRMPO) ~~2002-2030 Long Range~~ **most recent Comprehensive** Transportation Plan **(CTP)** and referenced in Appendix A **of this chapter** that may be utilized for future transportation improvements.

Official Maps or Plans. Any maps or plans officially adopted by the Board of Commissioners of Rowan County.

Open Space. An area of land and/or water generally lacking in manmade structures and reserved for enjoyment in its unaltered state.

Operational area. ~~means the~~ **The** dedicated or utilized area necessary for a business function and is characterized by, but not limited to, buildings or warehouses, storage areas or stockpiles, parking and loading areas, sediment ponds and detention areas, etc.

Operation and Maintenance Agreement. An agreement between a developer or owning entity of a stormwater control measure (SCM) and either Rowan County or NC DEQ depending on permitting authority. The agreement requires the developer or owning entity to maintain, repair, or reconstruct the SCMs in accordance with the approved design plans and the Operation and Maintenance Plan. The agreement shall be recorded with the Rowan County Register of Deeds so as to appear in the chain of title for all subsequent purchasers.

Operation and Maintenance Plan. Document specifying all operation and maintenance work necessary for the function of all stormwater control measure (SCM) components, including the stormwater conveyance system, perimeter of the device, inlet(s), pretreatment measures, main treatment area, outlet, vegetation, and discharge point. The operation and maintenance plan shall specify methods to be used to maintain or restore the SCMs to design specifications in the event of failure.

Owning Entity. Any person, firm, trust, partnership, association or corporation, having ownership or controlling interest in development or improvements regulated by this Chapter or Chapter 21 of the Rowan County Code of Ordinances (Rowan County Zoning Ordinance).

Package Treatment Plant. A self-contained sewage treatment facility built to serve the subdivision.

~~*Plan, site specific development* means a plan meeting the requirements of G.S. 153A-344.1, as amended, for approval of a vesting right under that statute.~~

Planning Board. County Planning Board of Rowan County, North Carolina.

Planning Department. The Planning Division of the Rowan County Planning and Development Department.

Planned Unit Developments (PUD). An area planned as a single entity containing one (1) or more residential, commercial or mixed use clusters that is subdivided into lots that do not meet the requirements of this ordinance. In a PUD the subdivider request an increase in density of property development for additional project amenities and relaxed public improvement standards in return for better subdivision design or for more affordable housing opportunities.

Plat. A map or plan of a parcel of land which is to be or has been subdivided showing such subdivision.

Primary SCM. ~~means a~~ **A** wet pond, stormwater wetland, infiltration system, sand filter, bioretention cell,

permeable pavement, green roof, rainwater harvesting, or an approved new stormwater technology that is designed, constructed and maintained in accordance with the MDC.

Private Road. A dedicated right-of-way or ingress and egress easement to the public, forty-five (45) feet or greater in width containing a roadway which provides or is used primarily for vehicular circulation and is available for use by the general public or by residents of the development but is not maintained by NCDOT or any municipality in Rowan County.

Private Individual Sewage Disposal System. A sewage disposal system serving one (1) connection which is usually owned and controlled by a private single entity.

Private Individual Water Supply System. A water supply system having one (1) service connection whose water supply comes from a single source, usually limited to a well or spring.

Public Road. A dedicated road right-of-way meeting all minimum construction standards of NCDOT or is maintained by the NCDOT Road Maintenance Program and available for use by the general public.

Public or Private Sewer System. A means of collecting, transporting and treatment of sewage by a public entity (e.g., city, town, county, sewer district), or other public body created, pursuant to State, Federal and local laws, or any combination thereof acting cooperatively or jointly, or a privately owned state licensed sewer system, for profit or non-profit firm or corporation. A package treatment plant shall be considered part of a public sewer system if owned by a City, Town, County, Sewer District, etc., otherwise shall be considered as a private sewer system.

Public or Private Water System. The provision to the public of piped water by a system with fifteen (15) or more connections or twenty-five (25) or more year round residents owned and operated by a municipality, county or other public entity or a privately owned licensed water supply, for profit or non-profit firm or corporation. This includes the term "community water supply system."

Public Protection Classification (PPC) Program. Developed and implemented by ISO, this program helps insurance companies measure and evaluate the effectiveness of fire-mitigation services throughout the country. The program rates a fire department on a scale of 1--10, with one (1) being the best and ten (10) not meeting the minimum criteria for rating. To determine the fire department's class rating ISO evaluators utilize the manual called the Fire Suppression Rating Schedule.

Recreation Area or Park. An area of land or combination of land and water resources that is developed for active and/or passive recreation pursuits with various manmade features that accommodates such activities.

Required storm depth. ~~means the~~ **The** minimum amount of rainfall that shall be used to calculate the required treatment volume or to evaluate whether a project has achieved runoff volume match.

Right-of-way. The base setback line that is the greater of either the line dividing the public right-of-way currently or a line thirty (30) feet measured in a perpendicular distance and parallel to the centerline of the street pavement, superseded by the observed right-of-way or the area recognized in the Cabarrus-Rowan Metropolitan (CRMPO) ~~2002-2030 Long Range~~ **most recent Comprehensive** Transportation Plan **(CTP)** and referenced in Appendix A **of this chapter** that may be utilized for future transportation improvements.

Road. A dedicated public right-of-way for vehicular traffic (or a private road when permitted by this ordinance). The word "road" includes, but is not limited to, "street, freeway, highway, expressway, drive, avenue, court, way, place, circle, lane, boulevard, and thoroughfare."

Classifications of Roads:

Local road. A local road serves primarily to provide access to adjacent land and for travel over relatively short distance.

Major collector. A road which serves major intracounty travel corridors and traffic generators and provides access to the arterial system.

Major thoroughfares. Major thoroughfares consist of interstate, other freeway, expressway, or parkway roads, and major streets that provide for the expeditious movement of high volumes of traffic within and through urban areas.

Minor arterial. A rural roadway joining cities and larger towns and providing intrastate and inner-county service at relatively high overall travel speeds with minimum interference to through movement.

Minor collector. A road which serves small local communities and links locally important traffic generators with their rural hinterland.

Minor thoroughfares. Minor thoroughfares perform the function of collecting traffic from local access streets and carrying it to the major thoroughfare system. Minor thoroughfares may be used to supplement the major thoroughfare system by facilitating minor through-traffic movements and may also serve abutting property.

Principal arterial. A rural link in a highway system serving travel, and having characteristics indicative of, substantial statewide or interstate travel and existing solely to serve traffic. This highway system would consist of interstate routes and other routes designed as principal arterials.

Service road. A road that runs parallel to a principal arterial or interstate and provides indirect access to and from properties or facilities abutting the interstate principle arterial via an interchange.

Specific Type Roads:

Alley. A strip of land, owned publicly or privately, set aside primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Cul-de-sac. A permanent dead-end street which has one (1) end open to traffic and terminates in a circular turnaround.

Freeways, Expressway or Parkway. Divided multilane roadways designed to carry large volumes of traffic at relatively high speeds. A freeway is a divided highway providing for continuous flow of vehicles with no direct access to abutting property or streets and with access to selected crossroads provided via connecting ramps. An expressway is a divided highway with full or partial control of access and with grade separations at major intersection. A parkway is a highway for noncommercial traffic, with full or partial control of access, and usually located within a park or a ribbon of park development.

Frontage Road. A local street or road that is parallel to a full or partial access controlled facility and functions to provide access to adjacent land.

Local Residential Road. Cul-de-sacs, loop streets less than two thousand five hundred (2,500) feet in length, or streets less than one (1) mile in length that do not connect thoroughfares, or serve major traffic generators, and do not collect traffic for more than one hundred (100) dwellings units.

Residential Collector Road. A local access street which serves as a connector street between local residential streets and the thoroughfare system. Residential collector streets typically collect traffic from one hundred (100) to four hundred (400) dwelling units.

Road mile. Linear distance of vehicular travel as measured along a road from any given location to another location

Rowan County Zoning Ordinance or "*RCZO*"**.** ~~means the~~ **The** ordinance and maps adopted by the Rowan County Board of Commissioners on January 19, 1998; effective February 16, 1998 and any amendments thereto that have established planning and zoning requirements and procedures for zoning in the unincorporated areas of Rowan County outside the zoning jurisdiction of municipalities.

*Runoff treatment***.** ~~means~~ **Means** that the volume of stormwater runoff generated from all of the built-

upon area of a project at build-out during a storm of the required storm depth is treated in one or more primary SCMs or a combination of Primary and Secondary SCMs that provides equal or better treatment.

Runoff volume match. ~~means~~ **Means** that the annual runoff volume after development shall not be more than ten percent higher than the annual runoff volume before development.

Sanitary Sewage System. A complete system of sewage collection, treatment and disposal including privies, septic tank systems, connection to public or community sewage system, sewage reuse or recycle systems, mechanical or biological treatment system, or other such systems.

Secondary SCM. ~~means~~ **Means** an SCM that does not achieve the annual reduction of Total Suspended Solids (TSS) of a "Primary SCM" but may be used in a treatment train with a primary SCM or other Secondary SCMs to provide pre-treatment, hydraulic benefits, or a portion of the required TSS removal.

Sewage. The waste water and its contents from kitchen, bathroom, toilet, lavatory and laundry of any residence, business establishment, industrial plant, institution, or any public building.

Stormwater Control Measure or "*SCM*,". ~~also~~ **Also** known as "Best Management Practice" or "BMP," means a permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.

Special Flood Hazard Area (SFHA). The land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Section 9-7 of the Flood Damage Prevention Ordinance.

Subdivider. Any person, firm or corporation who subdivides or develops any land judged to be a subdivision as herein defined. **Also may be referred to as applicant herein.**

Subdivision. See section 22-6 of this ordinance.

***Subdivision, Family.* See section 22-10 of this ordinance.**

Subdivision, Major. See section 22-~~8~~ **9** of this ordinance.

Subdivision, Minor. See section 22-7 of this ordinance.

***Subdivision, Minor, special exception.* See section 22-8 of this ordinance.**

***Subdivision Administrator*. The individual or their designee(s) who are primarily responsible for making administrative decisions regarding this chapter unless otherwise expressly provided. The term "staff", "planning staff", or "administrator" may sometimes be used interchangeably with the term "subdivision administrator".**

Subdivision Review Committee. ~~An advisory~~ **A** committee **comprised of state and local officials from agencies responsible for reviewing specific aspects of the subdivision process, which is** ~~to the Rowan County Board of Commissioners~~ **designated** to review **and approve** all major subdivision preliminary and final plats**, make other decisions noted in this chapter,** and ~~to~~ make recommendations to the ~~Subdivision Administrator for the~~ Board of Commissioners to approve, approve with conditions or disapprove **requests identified in this chapter**. The committee shall consist of one (1) or more representatives from the following agencies or officials:

1. Rowan County Health Department**, Environmental Health Division**.
2. Rowan County ~~Environmental Management~~ **Planning Department**, Soil **Erosion and** Sedimentation Control ~~Staff~~.
3. Rowan County Planning Department**, Subdivision Administration**.

4. N.C. Department of Transportation, Division 9, District 1, office.
5. Rowan County Emergency Services, Fire Division.

Suction Points. Any given point or location on a water point source at which fire department pumping apparatus is able to acquire, through drafting operations, water from that source for use in suppressing a fire. This term may also include generic terms such as dry hydrant, float dock, etc.

Tract. A piece of property upon which a subdivision is proposed.

Vegetated conveyance. ~~means a~~ **A** permanent, designed waterway lined with vegetation that is used to convey stormwater runoff at a non-erosive velocity within or away from a developed area.

Vegetated setback. ~~means an~~ **An** area of natural or established vegetation adjacent to surface waters, through which stormwater runoff flows in a diffuse manner to protect surface waters from degradation due to development activities.

Vested right. **The right to undertake and complete the development and use of property under the terms and conditions of an approval secured as specified in section 21-11 of the Zoning Ordinance or under common law.**

Water Point Source (WPS). An adequate and reliable water delivery system used for fire protection that is available three hundred sixty-five (365) days a year and has the ability to provide two hundred fifty (250) gallons per minute (gpm) for a two-hour duration. For purposes of this definition, a wps may include but not be limited to facilities such as a pond, cistern, underground or aboveground storage tanks, etc.

"Written" or "in writing". **Written communication, including by electronic mail, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.**

(Amend. of 7-16-07(2); Amend. of 6-16-08; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 2-6-17; Amend. of 8-19-19; Amend. of 2-17-20)

Section 22-~~11~~ 12. Word Interpretation.

For the purpose of this chapter, certain words shall be interpreted as follows:

The word "used for" shall include the meaning "designed for."

The word "structure" shall include the word "building."

The word "lot" shall include the words "plot," "parcel," or "tract."

All words not specifically defined in this ordinance shall be assigned their customary dictionary definitions.

Secs 22-~~12~~ 13 —22-25. Reserved.

ARTICLE II. ADMINISTRATION

Section 22-26. General Procedures For Plat Approval.

After the effective date of this ordinance, no subdivision plat of land within the County's jurisdiction **referenced in section 22-4** shall be filed or recorded unless it meets the requirements of sections 22-51 and 22-52.

Section 22-27. Statement of Owner.

The owner of land shown on a subdivision plat submitted for recording, or his authorized power of attorney, shall sign a statement on the plat stating whether or not any land shown thereon is within the ~~subdivision regulation~~ jurisdiction of Rowan County **referenced in section 22-4** or any municipality's jurisdiction within Rowan County.

Section 22-28. Issuance of Building Permits on Subdivision Lots.

No building permit shall be issued for the erection of any building on any lot within a proposed subdivision until a final plat of said subdivision is recorded at the Rowan County Register of Deeds office.

Section 22-29. Administration and Enforcement.

(a) ***Administration.*** This ordinance shall be administered and enforced by the Subdivision Administrator **or their designee** ~~who shall be assigned by the County Manager of Rowan County. Duties may be assigned by the administrator to other county personnel to conduct inspections and other duties of administration~~. **The subdivision administrator or any member of the Subdivision Review Committee shall not make a final administrative decision concerning a request if they would have a conflict of interest as identified in section 21-315 (2) of the Zoning Ordinance for advisory board members in making the decision. If a staff member has a conflict of interest under this section, the decision shall be assigned to another staff member as designated by this chapter.**

(b) ***Enforcement.***

(1) ***Notice of Violation (NOV).*** **If the administrator discovers a violation of these regulations, the administrator shall provide a written notice of violation (NOV) informing the violator of the specific violation and give a specific time to correct the violation. The NOV shall be delivered to the holder of a development approval, if applicable, and the landowner by personal delivery, electronic delivery, or first-class mail and may be provided to the occupant of the property or person undertaking the work or activity. The NOV may be posted on the property. The administrator or staff member delivering the NOV shall certify that the order was delivered and maintain documentation provided with associated dates. If the violation continues or is not corrected, or a request for an appeal or variance, if applicable, as provided in section 22-53 is not filed, the administrator shall initiate proceedings for enforcement as described in this article.**

(2) ***Stop work orders.*** **Whenever any work or activity subject to the standards of this Chapter is undertaken in substantial violation or in a manner that endangers life or property, staff may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped. The order shall be in writing, directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefore, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval, if applicable, and the owner of the property involved by personal delivery, electronic delivery, or first-class mail. The administrator or staff member delivering the stop work order shall certify that the order was delivered and maintain documentation provided with specific dates. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.**

Section 22-30. Exceptions to the Subdivision Ordinance Certification.

When requested by the Rowan County Register of Deeds, the Subdivision Administrator may certify that a subdivision intended to be recorded is an exception to the Subdivision Ordinance as described in section 22-6, "Subdivision" Defined. Certification of a subdivision exception shall appear on all copies of the subdivision plat for recordation as follows:

I hereby certify that this subdivision plat for recordation is an exception to the Subdivision Ordinance of Rowan County, North Carolina as defined in section 22-6.

_____ _____

Date

Subdivision Administrator
Rowan County, North Carolina

Section 22-31. Permit Choice, Vested Rights and Site-Specific Vesting Plans.

Pursuant to G.S. ~~153A-344.1~~ **143-755, 160D-108, and 160D-108.1**, ~~a~~ **provisions to secure a permit choice,** vested right**, or site-specific vesting plan** ~~to undertake and complete the development and use of property under the documented terms, any associated conditions, and approved site plan(s)~~ may be established subject to chapter 21 section 11 of the Zoning Ordinance.

(Amend. 4-21-14)

Section 22-32. Retention of Consultant.

Rowan County may elect to retain a consultant or professional services to review and provide a determination(s) or recommendation(s) as to whether any proposed subdivision improvement(s) complies with the standards of this ordinance and applicable state and federal rules and regulations. The subdivider, developer or applicant shall pay any expense for consulting or professional services in excess of the application fee. Rowan County shall require any consultant(s) to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant.

(Amend. 8-19-19)

Sections 22-33—22-50. Reserved

ARTICLE III. PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS

Section 22-51. Plat Shall Be Required On Any Subdivision of Land.

Pursuant to G.S. ~~153A-332~~ **160D-803**, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this ordinance whenever any subdivision of land takes place, except as herein provided.

Section 22-52. Approval Prerequisite to Plat Recordation.

Pursuant to G.S. ~~153A-332~~ **160D-803**, no final plat of a subdivision within the jurisdiction of the County of Rowan as established in section 22-4 of this ordinance shall be recorded by the Register of Deeds of

Rowan County until it has been approved by the Subdivision Administrator or Board of Commissioners as provided herein. This approval shall be certified by the Subdivision Administrator on the final plat before recordation. To secure such approval of a final plat, the subdivider shall follow the procedures established in this article.

Section 22-53. Appeals and Variances.

Any **administrative** decision of the Subdivision Administrator or Subdivision Review Committee made in regard to this ordinance may be appealed **by a person with standing under G.S. 160D-1402(c)** to the ~~Zoning~~ Board of Adjustment (~~ZBA~~ **BOA**) **within thirty (30) days of receiving actual or constructive notice of the decision. Appeals shall follow the procedure outlined** in ~~accordance with the provisions of Article XIII~~ Section **21-315 and** 21-331 of the Rowan County Zoning Ordinance. Requests for variances from the requirements of this ordinance shall be heard by the ~~Zoning~~ Board of Adjustment (~~ZBA~~ **BOA**) in accordance with ~~the provisions of Article XIII~~ Section 21-332 of the Rowan County Zoning Ordinance.

(Ord. of 2-1-99(2); Amend. of 2-20-06(2); Amend. of 7-16-07(2))

Section 22-54. Waivers; Family Subdivisions.

The Board of Commissioners may authorize a waiver from the family subdivision requirements to allow the creation of more than three (3) lots or conveyance to a family member that does not meet the definition of immediate family when, in its opinion, undue hardship may result from strict compliance. All other requests to deviate from the requirements herein are subject to a variance in accordance with section 21-332 of the Zoning Ordinance. In granting any waiver, the Board of Commissioners shall consider the nature of the proposed subdivision, the existing use of the land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. The waiver shall be granted only when it has been determined that such waiver shall not be detrimental to the county and the area surrounding the subdivision.

(Ord. of 2-1-99(2); Amend. of 9-6-16)

Section 22-55. Optional Sketch Plan.

Prior to the submission of a preliminary or final plat, the subdivider may submit to the Subdivision Administrator three (3) copies of the proposed subdivision. The sketch plan will be reviewed by appropriate county staff and NCDOT representatives to insure compliance with all applicable regulations. If the proposed subdivision is not in compliance the subdivider shall be notified of specific areas of noncompliance by the subdivision administrator. The sketch plan should contain the following information:

(1) A sketch vicinity map showing the location of the subdivision in relation to neighboring tracts, subdivision, roads, and waterways;

(2) North arrow, scale of plat, graphic scale bar and name of person who prepared the plat;

(3) The boundaries of the tract and the portion of the tract to be subdivided;

(4) The total acreage to be subdivided;

(5) The existing and proposed uses of the land within the subdivision and the existing uses of land adjoining it;

(6) The proposed street layout with approximate pavement and right-of-way width, lot layout including dimensions and area of each lot;

(7) The name, mailing address, and telephone number of the owner;

(8) The name of the proposed subdivision;

(9) Streets and lots of adjacent developed or platted properties;

(10) The zoning classification of the tract and of adjacent properties;

(11) Tax map and parcel number, recorded deed book and page number of subdivided tract.

(12) As applicable, location of water point source or description of method used for providing a water point source.

(Amend. of 7-16-07(2); Amend. of 9-6-16)

Section 22-56. Preliminary plat and stormwater control measure (SCM) submission and review.

(a) *Submission Procedure*

The subdivider or developer shall submit a preliminary plat application for all major subdivisions or SCM plan application for all high density watershed projects which shall be reviewed by the Subdivision Review Committee (hereinafter referred to as the "Committee"). Upon receipt of a complete application the Subdivision Administrator shall schedule a Committee meeting within fourteen (14) days. The Committee shall have authority to approve the plat or plan before any construction or installation of improvements may begin. Failure to submit all items required by this subsection shall constitute an incomplete application and no review or approval by the Committee shall be issued. A preliminary plat application shall include:

1. Eight (8) copies of the preliminary plat containing all items outlined in section 22-61(a) submitted to the Subdivision Administrator.
2. Two (2) copies of a sedimentation and erosion control plan (or waiver).
3. Application for a driveway permit submitted to the Division 9 District 1 North Carolina Department of Transportation office.
4. Road plans and profiles submitted to the Division 9 District 1 North Carolina Department of Transportation office if applicable.
5. Subdivision review application and fee.
6. Two (2) copies of the proposed restrictive covenants for maintenance of any proposed open space in compliance with the provisions of section 22-58(f) of this article.
7. Certification from both the Fire Marshal and Chief of the fire department with responding jurisdiction that the major subdivision proposal is proximate to an adequate and reliable water point source. For projects lacking proximity to a sufficient water point source, a proposed method for complying with the requirements of section 22-111 of this ordinance must be provided.
8. For projects required to construct or provide a water point source, two (2) copies of the proposed restrictive covenants for maintenance of the water point source in compliance with the provisions of section 22-58 ~~(g)~~ **(f)** of this article and 2 copies of the water usage agreement contract contained in Appendix A.
9. If applicable, location of the all weather access road to a water point source in compliance with the standards of section 22-80(g).

A Stormwater Control Measure (SCM) plan application shall include:

1. Three (3) copies of the Operation and Maintenance Agreement or Manual for the SCM
2. Five (5) copies of an overall site plan where the SCM(s) will be utilized that depicts all applicable items outlined in Section 22-61(a) of this Chapter. The site plan shall be prepared and sealed by a North Carolina registered design professional working in their area of competence as prescribed by North Carolina General Statutes.
3. Compliance with Minimum Design Criteria established in Section 22-109(b) of this Chapter.

(b) *Review Procedure.*

The committee shall make one of the following decisions noted below on the preliminary plat or SCM plan application ("plan") within thirty (30) days of the committee meeting at which the plat or plan was discussed. If disapproved by the committee within this time, the subdivider or developer may refer the plat or plan to the Board of Commissioners. The Board of Commissioners shall have forty-five (45) days after referral of the plat or plan to make a decision.

Decisions made regarding plats and plans shall be to:

(1) Approve as submitted; or

(2) Approve with conditions; or

(3) Disapprove with reasons for disapproval given.

If not approved, the subdivider or developer may resubmit a revised plat or plan within ninety (90) days with no additional filing fees required. The resubmitted plat or plan shall be reviewed in the same manner as a new application.

If the preliminary plat or plan is approved by the ~~Subdivision Review Committee~~ **committee** or Board of Commissioners, the approval shall be indicated on two (2) copies of the Plat / Plan. Any conditions shall be noted on or attached to the two (2) copies required. One (1) copy shall be retained by the Subdivision Administrator as part of the official record. One (1) copy with any conditions noted shall be returned to the subdivider. Unless otherwise specified, conditions shall be complied with by the subdivider or developer within twelve (12) months of the date of conditional approval or the approval shall be voided.

(Ord. of 2-1-99(2); Amend. of 7-16-07(2); Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 9-6-16; Amend. of 8-19-19)

Section 22-57. Final Subdivision Requirements.

(a) *Requirements for Final Plat.* The final plat shall be prepared by a professional land surveyor currently licensed and registered in the State of North Carolina by the North Carolina State Board of Registration for Professional Engineers and Land Surveyors. The final plat shall conform to the provisions for plat, subdivisions, and mapping requirements set forth in G.S. 47-30 and the "Standard of Practice for Land Surveying in North Carolina," where applicable, and the requirement of the Rowan County Register of Deeds.

The final plat shall be submitted to the Subdivision Administrator on either reproducible material suitable for recordation at the Register of Deeds office or as an electronic document in accordance with G.S. 47-30. A final plat application shall be considered complete if it contains all of the information required by sections 22-57 and 22-59 and is accompanied by a nonrefundable filing fee according to the fee schedule approved by the Board of Commissioners.

The final plat shall be 18" x 24", 21" x 30", or 24" x 36" in size and shall be at a scale of not less that one (1) inch equals one hundred (100) feet, unless each lot in the proposed subdivision is more than

three (3) acres. In such case, the scale shall not be less than one (1) inch equals two hundred (200) feet. The plat may be placed on more than one (1) sheet with appropriate match lines.

(b) *Major Subdivisions; Installation and Improvements.* Upon approval of the preliminary plat, the Subdivider may proceed with the preparation of the final plat, and the installation of or arrangement for required improvements in accordance with the approved preliminary plat and the requirements of this ordinance. Before approval of a final plat, the subdivider shall have installed the improvements specified in this ordinance or guaranteed their installation as provided herein. The final plat shall constitute only that portion of the preliminary plat which the subdivider proposes to record and develop at that time. Such portion shall conform to all requirements of this ordinance and shall depict the subdivision, or portion thereof, in substantially the same form and layout as that approved in the preliminary plat. Only that portion of the subdivision proposed for final plat approval and recordation in the Rowan County Register of Deeds office shall be shown on the final plat.

The subdivider shall submit the final plat to the Subdivision Administrator no later than twenty-four (24) months after the approval of the preliminary plat, unless a greater time period was stipulated originally in said approval. The subdivider may submit a request to the Subdivision Administrator for a time extension for up to twelve (12) additional months for said approved preliminary plat. Said request must be submitted to the Subdivision Administrator before the original plat expiration date. No more than one (1) such extension may be granted by the Subdivision Administrator. Otherwise, approval of said preliminary plat shall expire and become voided.

The subdivider may submit a final plat for only a portion of the subdivision given preliminary plat approval. Any such submission shall be accompanied by a nonrefundable fee according to the fee schedule approved by the Board of Commissioners. Said submission shall extend the expiration date for the remaining portion(s) or phases of the approved preliminary plat for an additional twenty-four (24) months past the date of said final plat approval.

(c) *Major Subdivisions; Performance Guarantees.*

(1) Agreement and Security Required.

Instead of requiring the completion, installation and dedication of all improvements before final plat approval, Rowan County may enter an agreement with the subdivider whereby the subdivider shall agree to complete all required improvements within twelve (12) months **unless the developer determines the scope of work for the required improvements necessitates a longer duration**, with the exception of a water point source or stormwater control measure. The county may accept a performance guarantee for a water point source for the period prior to plat recordation and terminating with issuance of the first certificate of occupancy for a structure. Consideration of an extension(s) beyond the initial 12-month period for all improvements except the water point source, may be granted by the Board of Commissioners in accordance with subsection (2) below based upon a written request from the subdivider indicating the need for an extension and an anticipated completion date for the improvements.

Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Subdivision Administrator or Board of Commissioners, if all other requirements of this ordinance are met. ~~To secure this agreement, the subdivider shall provide to the Rowan County Board of Commissioners either one (1), or a combination of the guarantees listed below.~~ All such guarantees shall be subject to the approval of the Board of Commissioners and shall be made payable to Rowan County.

The amount of such guarantee shall be equal to 1.25 times the cost of installing all required improvements. **In accordance with G.S. 160D-804.1, the reasonably estimated cost of completion shall include one hundred percent (100%) of the costs for labor and materials necessary for the completion of the required improvements based on unit pricing when**

applicable. The additional twenty-five percent (25%) allowed under this subsection includes inflation and all costs of administration regardless of how much fees or charges are denominated. Costs associated with erosion control and stormwater control measures are not subject to the performance guarantee limitations of G.S. 160D-804.1 The cost estimate shall be prepared by a North Carolina registered professional engineer and include his/her original seal and signature and accompany the subdivider's request for consideration under this subsection. The cost of preparing the cost estimate shall be borne by the developer. **The subdivider shall provide to the Rowan County Board of Commissioners either one (1), or a combination of the following guarantees:**

(a). Surety Performance Bond(s). The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina.

(b). Letter of credit issued by any financial institution licensed to do business in North Carolina.

(c). Other form of guarantee that provides equivalent security to a surety bond or letter of credit. Cash and similar instruments must be deposited in escrow with the county.

(2) Extensions and Default.

~~If the required improvements are not complete and the current performance guarantee is expiring, the performance guarantee shall be extended or a new guarantee issued for an additional period until such required improvements are complete. A developer shall demonstrate good faith progress toward completion of the required improvements that are the subject of the performance guarantee or extension. The form of any extension shall remain at the election of the developer.~~ **A developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications in the agreement and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended or a new performance guarantee issued for an additional period. If a new performance guarantee is issued, the amount shall be determined in the same manner as the original based on the total cost of all incomplete improvements.**

Should the subdivider fail to complete the required improvements in a timely manner as spelled out in the performance guarantee, then the surety, or the financial institution holding the guarantee, shall, if requested by the Board of Commissioners, pay all or any portion of the funds to Rowan County up to the amount needed to complete the improvements based on the engineer's estimate. Upon payment, the Board of Commissioners, in its discretion, may expend such portion of said funds as it considers necessary to complete all or any portion of the required improvements. The county shall return to the appropriate institution any funds not spent in completing the improvements. Should the amount of funds needed to complete the installation of all required improvements exceed the amount in the bond or escrow account, the subdivider shall nonetheless be responsible for providing the funds to cover such cost. The subdivider shall always bear the financial burden for the installation of all required improvements.

(3) Release of Guarantee Security.

The performance guarantee shall be returned or released, as appropriate, in a timely manner upon acknowledgement by the Planning and Development Department that the subject improvements are complete. As an alternative, the County Manager may authorize the release of a portion of the security that coincides with improvements documented as complete. The developer must provide a revised performance guarantee and engineer’s estimate of 1.25 times the cost of installing all remaining improvements required.

(d) *Major Subdivision; Final Plat Submission and Approval.*

Upon receipt of a final plat application, the Subdivision Administrator shall schedule a Committee meeting within fourteen (14) days. Failure to submit all items required by this subsection shall constitute an incomplete application and no review or approval by the Committee shall be issued. Review and approval for all major subdivision final plats shall be as described for preliminary plats in section 22-56(b).

Final plat applications shall be submitted to the Subdivision Administrator and contain:

1. A final plat meeting standards outlined in section 22-57(a) and the information contained in section 22-61(b) and either one (1) paper or electronic copy;
2. For private roads, certification from a North Carolina registered professional engineer that all applicable aspects of road construction or other improvements have been completed;
3. For public roads, certification from the Division 9 District 1 North Carolina Department of Transportation office that applicable road construction improvements have been completed to their minimum construction standards;
4. An approved driveway permit from the Division 9 District 1 North Carolina Department of Transportation office;
5. Any other documentation required by the Committee as a condition of preliminary plat approval;
6. Completed review application and fee;
7. Two (2) copies of the finalized restrictive covenants for maintenance of any proposed open space in compliance with the provisions of section 22-58(f) of this article;
8. As applicable, certification from both the Fire Marshal and the Chief of the fire department having responding jurisdiction that a water point source has been constructed in compliance with section 22-111 of this ordinance, including two (2) copies of the finalized restrictive covenants for maintenance of the water point source as contained in the provisions of section 22-58 ~~(g)~~ **(f)** of this article and a signed and notarized version of the water usage agreement contract contained in Appendix A;
9. As applicable, certification from the Chief of the fire department with responding jurisdiction that the all-weather access road has been constructed in compliance with the standards of section 22-80(g).

(e) *Minor**, Minor Special Exception,** and Family Subdivision Final Plat Submission and Approval.*

The subdivider shall submit the final plat application for the proposed minor**, minor special exception,** or family subdivision containing:

1. A final plat meeting standards outlined in section 22-57(a) and the information contained in section 22-61(b) and either one (1) paper or electronic copy;
2. Completed review application and review fee;
3. Approved driveway permit from the Division 9 District 1 North Carolina Department of Transportation office ~~when creation of a new easement for a family subdivision accesses a state or publicly maintained road~~ **unless otherwise exempted by NCDOT**.

Upon receipt of the final plat application, the subdivision administrator shall have ten (10) days to review the plat and to grant approval, approval with conditions or disapproval. Failure to submit all items required by this subsection shall constitute an incomplete application and no review or approval shall be issued by the Subdivision Administrator. If more than ten (10) days is required for approval, the Subdivision Administrator must notify the subdivider in writing advising him of the delay, the nature of the delay and an approximate date as to when a decision can be forwarded.

If a decision is not made within thirty (30) days of submittal of the completed application, the subdivider may request referral to the Board of Commissioners for a decision.

If the Subdivision Administrator does not approve the final plat, he shall instruct the subdivider concerning resubmission of a revised plat. The subdivider may make such changes as will bring the plat into compliance with the provisions of this ordinance and resubmit same for reconsideration by the Subdivision Administrator, or ~~appeal~~ **request referral** to the Board of Commissioners if the subdivider is not satisfied with the decision of the Subdivision Administrator. The Subdivider shall have sixty (60) days to resubmit the final plat to the Subdivision Administrator without having to pay an additional filing fee.

(f) *Reserved.*

(Ord. of 2-1-99(2); Amend. of 7-16-07(2); Amend. of 6-16-08; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-7-16; Amend. of 9-6-16; Amend. of 1-16-18; Amend. of 8-19-19)

Section 22-58. Planned Development Subdivision (PDS).

A Planned Development Subdivision may be composed of residential, commercial, industrial public and semi-public uses. A PDS may be a Planned Unit Development (PUD) or a Cluster Subdivision. To encourage innovative development, the normal subdivision regulations pertaining to dimensional criteria from Article IV of the Zoning Ordinance and road standards from section 22-80 may be modified or exempted entirely, subject to approval of the total development plan by the Board of Commissioners. Sound design of the plan for development, in keeping with good planning and engineering practices and with the general safety and welfare of the public, shall be considered in the approval of any PDS.

(a)*PDS Concept Site Plan Submittal and Approval.*

(1) A site plan shall be submitted to the Subdivision Administrator for Board of Commissioners approval of the general concept to be achieved by the proposed PDS. The information and data to be submitted on the site plan shall be as required for a preliminary plat in addition to the following information:

a. General development plan for the property showing the boundaries of areas to be developed for each proposed land use type and design standards for the type of land use in the PDS. Each land use type shall be identified distinctively from other land use types by color, patterns, numbers or letter, or a combination of means for easy identifications.

b. Proposed right-of-ways drawn on the plan to show location of public and private streets and roads within the PDS.

c. Location of land to be made available for community facilities such as schools, parks, churches, fire stations and similar uses.

d. General location of land to be dedicated as buffering, recreation and open space.

e. General location of major utilities such as water lines, or sewer lines, stormwater control measures, water point source and natural gas if provided, electrical, telephone and cable television.

f. Data shall be supplied for the following:

1. Total site acreage.

2. Acreage set aside for each land use type.

3. Proposed densities for each residential land use type. Where a residential land use type will be planned in separate locations with different densities, the proposed density of

each shall be given.

4. Total number of dwelling units proposed.
5. The ratio of open space proposed for each residential land use type.
6. Proposed method of water supply and sewerage treatment and disposal.

(b) *Submission Procedure For PDS Concept Site Plan.*

The subdivider shall submit a PDS concept site plan, which shall be reviewed by the Subdivision Review Committee. The committee shall send their recommendations to the Subdivision Administrator to forward to the Planning Board for review and a recommendation to the Board of Commissioners.

At least nine (9) copies of the PDS concept site plan shall be submitted to the Subdivision Administrator.

The fee for submitting a PDS site plan shall be paid at the time of submittal according to the fee schedule approved by the Board of Commissioners.

(c) *Review and Approval Procedures.*

The Subdivision Administrator shall schedule a meeting of the Subdivision Review Committee within fourteen (14) days of submittal of a complete application. The committee shall recommend to the Subdivision Administrator, on a majority vote of the members present, to approve the plan, conditionally approve the plan with the recommended change with reason for the change(s) or disapprove the plan with reason within fifteen (15) days of the committee meeting at which the plan was discussed. If no recommendation is made by the committee within this time, the plan shall then be placed on the next Planning Board agenda subject to the courtesy hearing notification requirements from chapter 21 section 315 (1) of the Zoning Ordinance.

After receiving a recommendation from the Planning Board or after failure of the Planning Board to transmit a recommendation within thirty (30) days of first consideration, the Board of Commissioners shall hold a ~~public~~ **legislative** hearing on the proposed PDS application, subject to notification requirements from chapter 21 section 315 (1), to render one of the following decisions:

(1) Approve the concept of the plan as submitted;

(2) Approve the concept of the plan with modifications; or

(3) Disapprove the concept of the plan with the reasons for disapproval given.

If not approved the applicant may resubmit a revised site plan within ninety (90) days with no additional filing fees required. The resubmitted site plan shall be reviewed in the same manner as a new application. At least one (1) copy of any disapproved plan along with the reason for disapproval shall be retained by the Subdivision Administrator as part of the County's official records. A copy of such reasons and any remaining copies of the plan shall also be transmitted to the subdivider.

If the PDS concept site plan is approved, it shall be indicated on the plan and two (2) copies shall be retained by the Subdivision Administrator as part of the County's official records. Any remaining copies of the approval plan shall be transmitted to the subdivider. If the plan is approved with modification, these modifications shall be noted in the minutes of the Board of Commissioners and a written copy of the modifications shall be provided to the subdivider. An approved PDS concept site plan shall be valid for twenty-four (24) months after the approval date.

(d) *Supplementary Requirements for Cluster Subdivisions.*

Any PDS that is proposed as a cluster subdivision as defined in section 22-~~10~~ **11** shall be subject to the following regulations and standards:

(1) The subdivision is two (2) or more acres in total area including public and private right-of-ways, platted lots and permanent open space as provided in section 22-58(d)(3) and contain at least four (4) dwelling units as indicated in chapter 21 section 60 (15) of the Zoning Ordinance.

(2) The total number of lots does not exceed the number that would result if the total area of the subdivision were divided by the minimum lot size for lots in subdivisions not subject to this section.

(3) Land set aside within the subdivision and its maintenance as permanent open space is assured by restrictive covenants shall be placed on open space tracts to satisfaction of the Board of Commissioners. The area of such open space shall not be less than the difference between the total area platted in the subdivision and the total area that would have been so plated if all lots were of the minimum lot size for lots in normal subdivisions not subject to this section.

(4) The land so set aside is shown on the approved subdivision plan and provides in such a manner that it may be used for recreational or other purposes or remain in a vegetated or natural state for those areas not suitable for recreational purposes. The open space tract shall be accessible to all residents of the subdivision or where the land is proposed to be deeded to a municipality or county, accessible to the public.

(e) *Supplementary Requirements of Planned Unit Development (PUD).*

Any proposed PDS that is proposed as a Planned Unit Development (PUD) as defined in section 22-~~10~~ **11** shall be subject to the following regulations and standards:

(1) The allowable number of dwelling units per acre shall conform to the density standards prescribed in chapter 21 section 84 of the Zoning Ordinance.

(2) When Land Application Treatment Systems are used for sewage treatment and disposal system, the land area required for the treatment and disposal shall not be included in determining the maximum gross density.

(3) The maximum land area associated with any nonresidential structures, excluding surface parking, shall not exceed thirty (30) percent of the total land area associated with the nonresidential uses unless otherwise approved by the Board of Commissioners.

(4) Land area associated or required with one type of land use may not be used to compute acreage available for another type of land use. Land area shall not be counted twice in computing acreage available to each land use.

(5) Any proposed common open space in a PUD shall provide for the upkeep and maintenance under provisions of section 22-58(f).

(f) *Maintenance Requirements For Common Open Space.*

If the open space tract is not intended to be deeded and accepted by a county or municipality, then a homeowners association or similar legal entity shall be established and shall be responsible for the maintenance, payment of taxes, and control of open space areas subject to the restrictive covenants.

An association or similar legal entity shall be established by recorded covenants before any lots of the development have obtained a zoning or building permit, although their maintenance authority for purposes of this article shall not be in effect until at least twenty-five (25) percent of the lots are built-upon and occupied by tenants other than the subdivider. The association or similar legal entity shall have clear legal authority to maintain and exercise control over such open space areas.

Further, the association or similar legal entity has the power to compel contributions by levying assessments against each lot in the subdivision development whether improved or not, for the purpose of paying their proportionate share of the cost associated with the maintenance, upkeep, and taxes of such common open space areas.

Other methods may be acceptable if the same positively provide for the proper and continuous payment of taxes and maintenance of the common open space. The instruments incorporating such provisions shall be submitted at the time of final plat submittal and shall be approved by the county attorney as to form and legal sufficiency, before submission to the Board of Commissioners and shall be recorded at the office of Register of Deeds of Rowan County at the time of recordation of the final plat.

(Amend. of 7-16-07(2); Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 8-19-19)

Section 22-59. Certifications and Notations Required on Plats.

(1) The following certificate shall be required on all approved preliminary plats:

Certificate of Approval of Preliminary Plat

This preliminary plat has been approved in accordance with the provisions of the Rowan County Subdivision Ordinance on (date).

_____
Subdivision Administrator

(2) The following notation shall appear and be signed, as appropriate, on all final plats.

Certificate of Approval of Final Plat

This final plat has been approved in accordance with the provisions of the Rowan County Subdivision Ordinance on (date).

_____
Subdivision Administrator

Certificate of Survey and Accuracy

On the face of each map prepared for recordation there shall appear a certificate acknowledged before an officer authorized to take acknowledgements and executed by the person making the survey or map including deeds and any recorded data shown thereon. The certificate shall include a statement as provided in G.S. Chapter 89C and Section 47-30. Any lines on the map which were not actually surveyed must be clearly indicated on the map and a statement included in the certificate revealing the source of information.

The certificate shall take the general form as provided by law.

Certificate of Ownership and Dedication

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon, which is located in the subdivision jurisdiction of Rowan County and that I hereby adopt this plan of subdivision with my (our) free consent and establish minimum lot size and building setback lines as noted.

_____ _____

Date Owner

_____ _____
Date Owner

NCDOT Certificate

Department of Transportation Division of Highways
Proposed Subdivision Roads Construction Standards Certificate

Approved by: _____
District Engineer

Date: _____

The following notation shall appear on all final plats of family subdivisions:

FAMILY SUBDIVISION DISCLOSURE STATEMENT

This subdivision plat was approved under the provisions of a "family subdivision" under Chapter 22, Subdivision Ordinance, of the Rowan County Code of Ordinances. Any further subdivision of any parcel shown on this plat requires compliance with the current provisions of the Subdivision Ordinance. This compliance may require additional road right-of-way, road improvements, or compliance with other provisions of the ordinance for approval. All private roads or streets shown were not subject to any improvement standards **including NCDOT driveway connection permits**, ~~nor~~ guarantee of installation, ~~nor~~ **and are not** intended to be accepted by any governmental agency for public maintenance.

The following notation shall appear on all final plats of minor subdivision, special exception:

MINOR SUBDIVISION, SPECIAL EXCEPTION DISCLOSURE STATEMENT

This subdivision plat was approved under the provisions of a "minor subdivision, special exception" under Chapter 22, Subdivision Ordinance, and G.S. 160D-803. Any further subdivision of a parcel shown on this plat requires compliance with the current provisions of the Subdivision Ordinance. This compliance may require additional road right-of-way, road improvements, or compliance with other provisions of the ordinance for approval. All private roads or streets shown were not subject to any improvement standards including NCDOT driveway connection permits, guarantee of installation, and are not intended to be accepted by any governmental agency for public maintenance.

The following notation shall appear on all final plats of major subdivisions with new private streets:

ROAD MAINTENANCE DISCLOSURE STATEMENT

This subdivision contains private streets and storm drainage that were designed and (constructed or financially guaranteed in accordance with section 22-57 (c) of the Subdivision Ordinance to be constructed) to NCDOT standards. Maintenance of these improvements shall be the responsibility of (the developer(s) or the property owners) until these responsibilities are assumed by a (Homeowners or Property Owners Association) established by the collective lot owners. Neither NCDOT nor Rowan County are responsible for any maintenance associated with these improvements or enforcement of the responsibilities noted within this statement. (Note: This statement shall not serve as a substitute for any other statutory disclosure requirement.)

The following notation shall appear on all final plats of major subdivisions with new public streets:

ROAD MAINTENANCE DISCLOSURE STATEMENT

The street and storm drainage system in this subdivision were designed and (constructed or financially guaranteed in accordance with section 22-57 (c) of the Subdivision Ordinance to be constructed) to NCDOT standards. Property owners should be aware NCDOT is not responsible for any maintenance associated with these improvements until the streets have been petitioned for inclusion into the secondary road maintenance system and accepted therein. Maintenance of these improvements shall be the responsibility of (the developer(s) or the property owners) until NCDOT has accepted maintenance responsibilities. Rowan County is not responsible for any maintenance associated with these improvements or enforcement of the responsibilities noted within this statement. (Note: This statement shall not serve as a substitute for any other statutory disclosure requirement.)

(Ord. of 2-1-99(2); Amend. of 6-16-08; Amend. of 11-2-09; Amend. of 9-6-16)

Section 22-60. Phased Development for Major Subdivisions.

If the subdivider proposes that a major subdivision will be constructed in phases, the following procedure shall apply:

(1) A master plan showing the general layout of the proposed subdivision and phases of development, proposed density, proposed type and location of utilities, type of road construction, and proposed development timetable shall be submitted to the Subdivision Administrator;

(2) Each phase of development shall be preceded by submission and approval of a preliminary plat as outlined in section 22-55. The master plan may be submitted prior to, or simultaneously, to the submission of the preliminary plat for the first phase of development;

(3) A final plat must be submitted and approved for each phase or portion thereof phase as outlined in section 22-56;

(4) Approval of the master plan need not be renewed unless density increases are proposed.

Section 22-61. Required Information for Preliminary and Final Plats.

(a) *Required Information for Preliminary Plats.*

The required preliminary plats shall depict, contain or be accompanied by the information indicated below:

- Title Block Containing Subdivision Name.
- Location (including township, county and state).
- A bar graph scale and North arrow.
- Name, address, registration number and seal as applicable of the Professional Land Surveyor, land planners, architects, landscape architects, and professional engineers responsible for the subdivision.
- The name of the subdivider or developer.
- The sketch vicinity map with north arrow showing the relationship between the proposed subdivision and surrounding area.
- Estimated corporate limits, township boundaries, and county lines if on the subdivision tract.

- Date of plat preparation.
- The boundaries of the tract to be subdivided, distinctly and accurately represented with all bearings and distances shown and the location of existing boundary lines of adjoining lands, property lines and fifty (50) feet away from the property line into adjoining property land.
- The names of owners of adjoining properties and deed book and page number.
- The names of any adjoining subdivision of record or proposed and under review.
- Front building setback line.
- The zoning classification of the tract to be subdivided and adjoining properties.
- Existing buildings or other structures, water courses, utility and street rights-of-way or easements, railroads, bridges, both on the land to be subdivided and land immediately adjoining.
- All certifications required by this ordinance.
- The lots numbered throughout the subdivision in a manner using only numeric symbols. A continuous numbering system shall be used throughout the subdivision. Multiple phases shall maintain continuous numbering system for all phases.
- Ponds or lakes, streams or stream beds and any other natural features affecting the site.
- The location of the special flood hazard area, base flood elevations, and floodway / non-encroachment areas from the county's FIRM maps and or FIS, if applicable.
- Proposed roads and existing and platted roads on adjoining properties within twenty (20) feet of the subdivision boundary and in within the proposed subdivision.
- Road names.
- Type of road dedication, either public or private; for public roads not dedicated to a municipality engineering drawings and specifications shall be provided to the NCDOT District Engineer.
- The locations and dimensions of all utility and other easements, riding trails, if proposed, pedestrian or bicycle paths if proposed, park and open space corridors, school sites (both existing and proposed), areas to be dedicated to or reserved for public use, areas to be used for purposes other than residential with the purpose of each stated.
- Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, and easements line, including dimensions, bearings, or deflection angles. All linear and angular dimensions shall comply with the standards established by the Board of Registration for Professional Engineers and Land Surveyors.
- The accurate locations and descriptions of all monuments and markers.
- Right-of-way location and dimensions, pavement widths drawn to scale, approximate grade, design engineering data for all corners and curves, typical road cross sections.
- The plans for utility layouts, if applicable, including sanitary system, stormwater drainage system control measures and drainage facilities, water distribution lines, natural gas lines, telephone lines, electric lines and other proposed utilities.
- Plans for community water supply and community sewage disposal systems (e.g. package treatment plants), if any.
- Site data including acreage in total tract to be subdivided, acreage in parks, open space, and recreation acres and other nonresidential uses excluding any street right-of-ways, total number of parcels created, total combined acreage of all lots, acreage shown for each lot in the subdivision,

linear feet in streets, the name and location of any property or building within the proposed subdivision that is located on the U.S. Department of Interior's National Register of Historic Places.

- A topographic map with contour interval of no greater than ten (10) feet at a scale of no less that one (1) inch equals two hundred (200). Available USGS Quadrangle maps may be enlarged or otherwise used to produce this information.
- Location of water point source and all-weather access road, as applicable.
- A statement indicating Rowan County does not guarantee the suitability of any lot for the placement of a sewage disposal and/or water supply system.

(b) *Required Information for Final Plats.*

The final plats shall depict, contain or be accompanied by the information indicated in the following table:

- Title Block containing Subdivision Name.
- Location (including township, county and state)
- A bar graph scale and North arrow.
- Name, address, registration number and seal as applicable of the Professional Land Surveyor, land planners, architects, landscape architects, and professional engineers responsible for the subdivision.
- The name of the subdivider or developer.
- The sketch vicinity map with north arrow showing the relationship between the proposed subdivision and surrounding area.
- Estimated corporate limits, township boundaries, and county lines if on the subdivision tract.
- Date of plat preparation.
- The boundaries of the tract to be subdivided, distinctly and accurately represented with all bearings and distances shown and the location of existing boundary lines of adjoining lands, property lines of adjoining properties.
- The names of owners of adjoining properties and deed book and page number.
- The names of any adjoining subdivision of record or proposed and under review.
- Front building setback line.
- The zoning classification of the tract to be subdivided and adjoining properties.
- Existing buildings or other structures, water courses, utility and street rights-of-way or easements railroads, bridges, both on the land to be subdivided and land immediately adjoining.
- All certifications required by this ordinance.
- The lots numbered throughout the subdivision in a manner using only numeric symbols. A continuous numbering system shall be used throughout the subdivision. Multiple phases shall maintain continuous numbering system for all phases.
- Ponds or lakes, streams or stream beds and any other natural features affecting the site.
- The location of the special flood hazard area, base flood elevations, and floodway / non-encroachment areas from the county's FIRM maps and or FIS, if applicable.

- Proposed roads and existing and platted roads on adjoining properties within twenty (20) feet of the subdivision boundary and in within the proposed subdivision.
- Road names.
- Type of road dedication, either public or private; for public roads not dedicated to a municipality engineering drawings and specifications shall be provided to the NCDOT District Engineer.
- The locations and dimensions of all utility and other easements, stormwater drainage system and control measures, riding trails, if proposed, pedestrian or bicycle paths if proposed, park and open space corridors, school sites (both existing and proposed), areas to be dedicated to or reserved for public use, areas to be used for purposes other than residential with the purpose of each stated.
- Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, and easements line, including dimensions, bearings, or deflection angles. All linear and angular dimensions shall comply with the standards established by the Board of Registration for Professional Engineers and Land Surveyors.
- The accurate locations and descriptions of all monuments and markers.
- Deed book and page number of any deed restrictions, road maintenance or similar covenants.
- Location of water point source and all-weather access road, as applicable.
- A statement indicating Rowan County does not guarantee the suitability of any lot for the placement of a sewage disposal and/or water supply system.

(Amend. of 2-20-06(2); Ord. No. 7-16-07(2); Amend. of 11-2-09; Amend. of 8-19-19)

Section 22-62. Recombination of Land.

Recombination of Plated Subdivision may be done as follows:

(a) Any plat or any part of any plat may be vacated by owner at any time before the sale of any lot in the subdivision by filing an approved plat inconsistent with the originally approved plat or by filing a plat showing the tract without the lots as if no lots have been sold.

(b) The replatting of any previously platted property shall not abridge or destroy any public rights.

(c) The filing and recording of an amended plat as described in section 22-62(a) of this ordinance shall serve to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the streets, alleys and public grounds, and all dedications laid out or described in such plat.

(d) When lots have been sold, the plat may be vacated or amended by all owners of the lots in such plat joining in the execution of such writing, provided such vacated or amended plat comply with requirements of this ordinance.

(e) Streets which have not been used within fifteen (15) years of dedication may be deemed abandoned. The withdrawal of dedication shall be consistent with G.S. 136-96.

(Amend. of 11-2-09)

Section 22-63. Resubdivision Procedure.

For any replatting or resubdivision of land, the same procedures, rules and regulations shall apply as prescribed herein for an original subdivision.

Secs 22-64—22-75. Reserved.

ARTICLE IV. REQUIRED IMPROVEMENTS, DEDICATIONS, RESERVATIONS, MINIMUM STANDARDS OF DESIGN

Section 22-76. General.

Before final plat approval, each subdivision shall contain the improvements specified in this article, which shall be installed in accordance with the requirements of this ordinance and paid for by the subdivider, unless other means of financing is specifically stated in this ordinance. Land shall be dedicated and reserved in each subdivision as specified in this article. Each subdivision shall adhere to the minimum standards of design established by this article.

Section 22-77. Suitability of Land.

(a) Land which has been determined by the Subdivision Administrator on the basis of engineering or other expert surveys to pose an ascertainable danger to life or property by reason of its unsuitability for the use proposed shall not be platted for that purpose, unless and until the subdivider has taken the necessary measures to correct said conditions and to eliminate said dangers.

(b) Areas that have been used for disposal of solid waste shall not be subdivided unless tests by the Rowan County Health Department, a structural engineer, and a soils expert determine that the land is suitable for the purpose proposed. Areas that have been used for storage or disposal of industrial waste, low-level radioactive waste or hazardous waste shall not be subdivided unless tests have been conducted and determine by the appropriate State or Federal agencies that the area is safe for use and development as a subdivision.

(c) All subdivision proposals shall be consistent with the need to minimize flood damage.

(d) All subdivision proposals shall have public utilities, sites and facilities such as sewer, gas, electrical, water system, and roads located and constructed to minimize flood damage.

(e) When applicable, the Rowan County Health Department, Environmental Health Division, may be provided the opportunity to make recommendations concerning a proposed subdivision prior to plat approval.

(Amend. of 6-16-08; Amend. of 11-2-09)

Section 22-78. Name and Street Duplication.

The name of the subdivision and the name of the streets within the subdivision shall not duplicate nor closely approximate the name of an existing subdivision, nor any existing street within Rowan County.

Section 22-79. Subdivision Design.

(a) *Lot Dimensions.*

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

(1) Lot Area.

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

(b) 1. Lot sizes may be increased on the ~~recommendation~~ **requirements** of the Rowan County Health Department based on the assessment of soil application rates and subsoil conditions.

2. Lots regulated by this chapter that are neither intended nor considered to be utilized for building sites or development may serve the purpose of a utility lot for nonresidential purposes only. Said lots may have access as provided in Section 22-79(d).

3. Any lot served by a septic tank system shall be large enough to accommodate both a septic tank, its drainage field, plus a reserve drainage area.

(c) In determining the lot area requirements, the following shall not be included:

a. Any deeded road or easement right-of-way

b. Any dedicated **or observed** road right-of-way

c. Any road right-of-way to be dedicated

d. Any road right-of-way claimed by the N.C. Department of Transportation

e. Any railroad right-of-way

f. Any area within a floodway or non-encroachment zone according to the Rowan County FIRM and / or FIS.

(2) Lot Specifications: Minimum specifications for all uses shall comply with the applicable zoning requirements of chapter 21 article IV of the Rowan County Zoning Ordinance.

(3) Orientation of Lot Lines: Side lot lines shall be substantially at right angles or radial to street lines. Substantially shall be known as a tolerance of plus or minus fifteen (15) degrees of a right angle or a radial line. Double-frontage lots shall be avoided wherever possible. Where side lot lines intersect at the rear of the lot the angle of intersection shall not be less than thirty (30) degrees.

(4) Lot Depth: Minimum lot depth shall comply with the applicable zoning requirements of chapter 21 article IV of the Rowan County Zoning Ordinance.

(5) Panhandle Lots: Panhandle lots shall not be allowed in subdivisions except when such lots would serve to provide lot access to a body of water, golf course or similar recreation facility. Never shall an entire subdivision or the majority of lots within a subdivision consist of panhandle lots. All panhandle lots shall have a minimum road frontage of thirty-five (35) feet. The length of the panhandle strip in the lot shall not exceed two hundred (200) feet. Said strip shall not be used to determine lot area, lot width or required building setback line.

(6) Minimum Lot Depth: All minimum lot dimensions may be increased to meet any applicable requirements of the Rowan County Health Department.

(7) Waterfront Access Lot: As recommended policy, where any portion of a subdivision adjoins the Yadkin River or the South Yadkin River and its impounded waters, a waterfront access lot is encouraged to be reserved for use of the residents of the subdivision for all interior lots located within said subdivision which do not front on the water.

(8) Right-of-Way Observation: All new lots having frontage on a state or publicly maintained road where no right-of-way is recorded by deed or plat, shall be required to observe a sixty-foot right-of-way, i.e. thirty (30) feet from roadway centerline, unless otherwise suggested in Appendix A.

(b) *Utility Easements.*

A utility easement of not less than ten (10) feet in width shall be provided along each side of all side and rear lot lines on either side. These easements may be noted by a statement on the final plat.

(c) *Drainage Easements.*

Where a subdivision is traversed by a stream or a drainage way, an easement shall be provided conforming with the line of such stream and of sufficient width as will be adequate for the purpose.

(d) *Access Easements for Utilities.*

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

(Ord. of 2-1-99(2); Ord. of 10-18-99(3); Amend. of 2-20-06(2); Amend. of 6-16-08; Amend. of 11-2-09; Amend. of 9-6-16; Amend. of 2-6-17)

Section 22-80. Road Standards.

Every lot shall have access to it that is sufficient to provide a means of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use. In situations where an original lot is provided access via a non-state standard right-of-way or easement (public or private) and is proposed to be subdivided, the subdivider shall be responsible for obtaining the necessary right-of-way and for all aspects of road construction for upgrading said access to the proposed subdivision. Road construction and right-of-way standards shall meet the requirements of Section 22-80(a) or (b) of this ordinance.

(a) *Public Roads.*

All subdivision lots shall abut on a public road except as provided in section 22-80(b) and (d) of this ordinance. All public roads shall be paved and built to all applicable standards of this ordinance and all other applicable standards of the North Carolina Department of Transportation (NCDOT). Roads which are not eligible to be put on the NCDOT system because there are too few residences shall nevertheless be dedicated for public use and shall be built in accordance with the standard necessary to be put on the NCDOT System. A final plat shall contain the road maintenance disclosure statement from section 22-59 (2) notifying prospective buyers that either the subdivider or property owners shall be responsible for the maintenance of all proposed public streets until the responsibility has been transferred to either a homeowner's association established for the owners of properties in the subdivision or has been accepted for public road maintenance by NCDOT.

(b) *Private Roads.*

Private roads shall be permitted only when the roads proposed within a subdivision will not be eligible for inclusion into the NCDOT state maintained system or by a municipality in Rowan County because of their standards for acceptance. Such roads shall meet all right-of-ways and construction standards of NCDOT unless specifically provided otherwise. The subdivider shall provide certification from a registered professional engineer that the subject roads were built to these standards. All private roads shall be marked as such on the preliminary and final plat, include the road maintenance disclosure statement from section 22-59 (2) on the final plat, and record a maintenance agreement at the Rowan County Register of Deeds office once the final plat has been approved.

Said maintenance agreement shall include, but not be limited to, the following items:

(1) That a homeowner's association shall be established as a legal entity for the property owners within the entire subdivision.

(2) That all property owners within the subdivision shall be members of the homeowner's association.

(3) That the subdivider shall convey all private streets in fee simple ownerships within the subdivision to the homeowner's association.

(4) That the responsibility for maintenance of private streets from the developer to the homeowners association shall be noted in the deed of each purchaser of property within the subdivision.

At the time of the preparation of the sales agreement the developer shall include a disclosure statement to the prospective buyer as herein outlined. The developer and seller shall include in the disclosure statement an explanation of the consequences and responsibility about the maintenance of a private street, and shall fully and accurately disclose to the party or parties upon whom responsibility for construction and maintenance of such street or streets shall rest.

Private roads for a family subdivision, as defined in section 22-~~9~~ **10**, shall not be required to meet construction standards of NCDOT, instead the lot(s) created shall be provided ingress and egress via a twenty-foot easement or right-of-way (new or existing) in continuity to a ~~publically~~ **publicly** maintained road, which shall be shown on the final plat. Furthermore, family subdivisions may also occur in situations where prior minor subdivision approval was granted but not within a **minor, special exception or** major subdivision. In addition, the street frontage requirements of section 22-79(a) "Lot Dimensions" shall not apply to these lots. For the purposes of determining other required setbacks, "street" and "street right-of-way" shall be interpreted to mean the twenty-foot exclusive easement. The establishment or extension of a new easement or right-of-way shall not be prevented by the required setback of an existing structure if the Subdivision Administrator determines no other feasible options are available.

Any family subdivision that cannot comply with the provisions of this subsection shall not be approved as a family subdivision and shall be approved and comply with the provisions of a minor**, minor, special exception,** or major subdivision.

(c) *Access to Adjacent Properties.*

For the purposes of providing improved traffic flow, limiting the number of subdivision street intersections on collector and arterial streets and providing access between adjoining subdivisions, the Subdivision Administrator or Board of Commissioners may require that a proposed street be extended by dedication and road improvements to the boundary of such property and a temporary cul-de-sac be provided.

(d) *Nonresidential Streets.*

The subdivider of a nonresidential subdivision shall provide streets in accordance with current NCDOT standards and the standards in this ordinance, whichever are stricter in regard to each particular item.

(e) *Street Design Standards.*

The design of all streets and roads within the jurisdiction of this ordinance shall be in accordance with the accepted policies and standards of the North Carolina Department of Transportation, Division of Highways. The most recent edition of the North Carolina Department of Transportation, Division of Highway's Subdivision Roads Minimum Construction Standards, shall apply for any items not included in this ordinance or where stricter than this ordinance.

The following design standards shall apply to all streets proposed in subdivisions:

(1) Street jogs with centerline offsets of less than one hundred fifty (150) feet are not permitted.

(2) Street intersections shall not include more than four (4) street approaches.

(3) Streets shall be laid out to intersect as nearly as possible at right angles. No street shall intersect another at less than sixty (60) degrees, other arrangements for smooth merging of

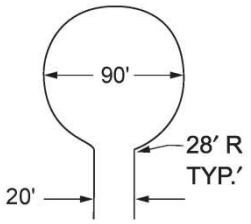
traffic shall be permitted where the total effect on the intersection is to reduce traffic hazards and provide for smooth traffic flow at the intersection as a whole. As an example, where a one-way street leaves or enters a street divided by a median strip or otherwise controlled to prevent left turns, the angle of departure or entry might be less than sixty (60) degrees. All angles of street intersections shall meet current NCDOT standards.

(4) To ensure streets are appropriately designed to support the efficient and safe movement of emergency service vehicles and the general public, minimum pavement dimensions shall be as follows unless an alternative design is accepted by the Rowan County Fire Marshal:

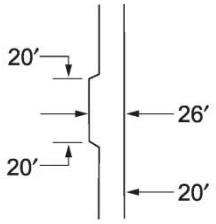
1. Twenty (20) feet in width;

2. Twenty-six (26) feet in width when adjacent to a dry or municipal hydrant in accordance with the below figure; and

3. When proposed, cul-de-sacs shall be ninety (90) feet in diameter in accordance with the below figure.



90' DIAMETER
CUL-DE-SAC



MINIMUM CLEARANCE
AROUND A FIRE
HYDRANT

Not to Scale

Additional right-of-way may be necessary to accommodate width and turnarounds which exceed NCDOT minimum standards.

(f) *Other Requirements.*

(1) Sidewalks.

Sidewalks may be required by the Board of Commissioners on one or both sides of the street in areas likely to be subject to heavy pedestrian traffic such as near schools and shopping areas. Such sidewalks shall be constructed to a minimum width of four (4) feet, and shall consist of a minimum thickness of four (4) inches of concrete. All sidewalks shall be placed in the right-of-way. Sidewalks shall consist of a minimum of six (6) inches of concrete at driveway crossings. Sidewalks shall be constructed of concrete with a minimum compressive strength of two thousand five hundred (2,500) pounds per square inch or greater.

(2) Street Names.

Proposed streets which are obviously in alignment with existing streets shall be given the same name. In assigning new names, duplication of existing names shall be avoided and never shall the proposed name be phonetically similar to existing names in the county irrespective of the use of a suffix such as street, road, drive, place, court, etc. Street names shall be subject to the approval of the Planning Department and shall be in accordance with section 22-78.

(3) Street Name Signs.

The subdivider shall be required to reimburse Rowan County for providing and placing street name signs to county standards at all intersections within the subdivision. This fee shall be paid before final plat approval.

(4) Permits for Connection to State Roads.

An approved permit is required for connection with any existing state system road. This permit is required before any construction on the street or road. The application is available at the office of the nearest district engineer of the Division of Highways.

(5) Wheelchair Ramps.

In accordance with G.S. 136-44.14, all street curbs in North Carolina being constructed or reconstructed for maintenance procedures, traffic operations, repairs, correction of utilities, or altered for any reason after September 1, 1973, shall provide wheelchair ramp for the physically handicapped at all intersections where both curb and gutter and sidewalk are provided and at other major points of pedestrian flow.

(6) Secondary Access.

In addition to the primary access required in section 22-80 (a), a residential subdivision creating more than thirty (30) lots shall also construct a separate and approved access road twenty (20) feet in width for emergency service vehicles, which meet or exceed the construction standards of section 22-80 (g). The Board of Commissioners may waive the secondary access road requirement for developments with limited public road frontage, environmental constraints, including topography, or similar circumstances, which prevent or significantly inhibit construction.

(g) *All-Weather Access Road for Water Point Sources*

In situations where the water point source cannot be directly accessed by a mobile water supply apparatus via the proposed subdivision street; or, an existing state maintained road; or a linkage of hoses not to exceed twenty (20) feet, then the subdivider shall be responsible for construction of an access road in fire districts with a PPC rating of 8 or lower. In districts with a PPC rating of 9 or 9S, the fire department having jurisdiction shall participate equally with the subdivider in sharing the costs for access road construction.

This access road shall be maintained in accordance with the following NFPA 1142 Chapter 7 guidelines to which it was built. These standards are intended to serve as the maximum requirements that may be imposed, subject to (11) below.

(1) Roadways shall have a minimum clear width of twelve (12) feet (3.7 m) for each lane of travel.

(2) Turns shall be constructed with a minimum radius of one hundred (100) feet (30.5 m) to the centerline.

(3) The maximum sustained grade shall not exceed eight (8) percent.

(4) All cut-and-fill slopes shall be stable for the soil involved.

(5) Bridges, culverts, or grade dips shall be provided at all drainageway crossings; roadside ditches shall be deep enough to provide drainage with special drainage facilities (tile, etc.) at all seep areas and high water table areas.

(6) The surface shall be treated as required for year-round travel.

(7) Erosion control measures shall be used as needed to protect road ditches, cross drains, and cut-and-fill slopes.

(8) Where turnarounds are utilized during firefighting operations, they shall be designed with a diameter of one hundred twenty (120) feet (36.5 m) or larger, as required, to accommodate the equipment of the responding fire department.

(9) Load-carrying capacity shall be adequate to support the imposed load of fire apparatus weighing at least 75,000 pounds.

(10) The road shall be suitable for all-weather use.

(11) Upon determination from the SRC that lesser standards are adequate and comply with the intent of this article, deviations may be permitted on an individual basis.

(Ord. of 2-1-99(2); Ord. of 10-18-99(3); Amend. of 7-16-07(2); Amend. of 6-16-08; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 4-21-14; Amend. of 9-6-16; Amend. of 2-17-20)

Secs. 22-81—22-100. Reserved.

ARTICLE V. UTILITIES

Section 22-101. Utility Ownership and Easement Rights.

In any case in which a developer installs or causes the installation of water, sewer, electrical power, telephone, or cable television facilities and intends that such facilities shall be owned, operated or maintained by a public utility or any entity other than the developer, the developer shall transfer to such utility or entity the necessary ownership or easement rights to enable the utility or entity to operate and maintain such facilities.

Section 22-102. Subdivisions Serviced By or Having The Potential To Be Serviced By Public Water or Sewer Systems.

(a) Any original lot which is proposed to be subdivided, including any potential future subdivisions, shall be connected to public water and sewer systems according to the following schedule, if it is legally possible and practical in terms of topography or cost. If the subdivider proposes subdividing only a portion of the original lot, then using the design standards of this chapter, a determination of the potential number of lots that could be developed on the residual portion of the original tract shall be made by the Subdivision Administrator. The sum of the number of lots contained in the area proposed for subdivision, plus the determined number of lots for the unsubdivided area of an original lot, shall be used for the purposes of this section. The decision of the Subdivision Administrator may be appealed to the ~~Zoning~~ Board of Adjustment as provided for in section 22-53.

The number of potential lots or a nonresidential use that places a comparable demand on the water and sewer system shall determine the minimum distance whereby a subdivision must be connected. The distance is to be taken from the nearest point on the original lot line to the water and sewer line.

Number of Lots	Distance
9-20	400’
21-50	800’
51-100	1,500’
More than 100	2,000’

(b) Connection to such water or sewer line is not legally possible if, to make connection with such line by a connecting line that does not exceed the distance prescribed above, it is necessary to run the connecting line over property not owned by the owner of the proposed subdivision to be served by the connection, and, after diligent effort, the easement necessary to run the connecting line cannot reasonably be obtained.

(c) For this article, a lot is "served" by a publicly owned water or sewer line if connection is required by this section.

(Amend. of 11-2-09)

Section 22-103. Sewage Disposal Facilities Required.

(a) Every principal use and every lot within a subdivision shall be served by a sewage disposal system that is adequate to accommodate the reasonable needs of such use or subdivision lot and that complies with all applicable health regulations.

(b) Notwithstanding any other provisions of this ordinance, no privately owned or operated sewage treatment system that discharges into surface waters shall be allowed within a public water supply watershed according to watershed classification by the North Carolina Department of Environmental Quality.

(Amend. of 09-6-16)

Section 22-104. Determining Compliance With section 22-103.

(a) Primary responsibility for determining whether a proposed development will comply with the standard set forth in subsection 22-103(a) often lies with an agency other than the county, and the developer must comply with the detailed standards and specifications of such other agency. The relevant agencies are listed in subsection 22-104(b). Whenever any such agency requires detailed construction or design drawings before giving its official approval to the proposed sewage disposal system, the authority issuing an approval under this ordinance may rely upon a preliminary review by such agency of the basic design elements of the proposed sewage disposal system to determine compliance with section 22-103. However, construction of such system may not commence until the detailed plans and specifications have been reviewed and any appropriate permits issued by such agency.

(b) In the following table, the column on the left describes the type of development and the column on the right indicates the agency that must certify to the county whether the proposed sewage disposal system complies with the standard set forth in section 22-103(a).

IF	THEN
1) Lots within the subdivision are to be served by simple connection to existing municipal or county lines or lines of a previously approved private treatment system:	No further certification is necessary.
2) Lots within the subdivision are to be served by a county or municipal system but the developer will be responsible for installing the necessary additions to the public system:	The appropriate utilities director (municipal or county) must certify that the proposed extension meets the local government's specifications and will (if connection to the local governments system is proposed) be accepted by the local government. (A "Permit to Construct" must be obtained from the appropriate governmental agency).
3) Lots within the subdivision that are not served by a county or municipal system and are to be served by a sewage treatment	A permit must be obtained from the Division of Environmental Management prior to final plat submittal.

system, that has not previously been approved, that does discharge into surface waters or on ground surfaces:	
4) Lots within the subdivision that are not served by a county or municipal system and are to be served by a privately operated sewage treatment system, that has not previously been approved, that does discharge below the ground surface:	A permit must be obtained by the Rowan County Health department prior the final plat submittal.
5) Lots served by individual septic tank systems:	No further certification is necessary.

(Amend. of 9-6-16)

Section 22-105. Water Supply System Required.

Every principal use and every lot within a subdivision shall be served by a water supply system that is adequate to accommodate the reasonable needs of the use on a subdivided lot and complies with all applicable health regulations.

Section 22-106. Determining Compliance with section 22-105.

(a) Primary responsibility for determining whether a proposed development will comply with the standard set forth in section 22-105 often lies with an agency other than the county, and the developer must comply with the detailed standards and specifications of such other agency. The relevant agencies are listed in subsection (b). Whenever any such agency requires detailed construction or design drawings before giving its official approval to the proposed water supply system, the authority issuing approval under this ordinance may rely upon a preliminary review by such agency of the basic design elements of the proposed water supply system to determine compliance with section 22-105. However, construction of such system may not commence until the detailed plans and specifications have been reviewed and any appropriate permits issued by such agency.

(b) In the following table, the column on the left describes the type of development and the column on the right indicates the agency that must certify to the county whether the proposed water supply system complies with the standard set forth in section 22-105.

IF	THEN
1) Lots within the subdivision are to be served by a simple connection to existing municipal or county lines or lines of a previously approved public water supply system:	No further certification is necessary
2) Lots within the subdivision are to be served by a municipal or county system but the developer will be responsible for installing the necessary additions to such system:	The appropriate utility director (municipal or county) must certify to the county that the proposed system meets the local government's specifications and will be accepted by the local government. (A "Permit to Construct" must be obtained from appropriate governmental agency).
3) Lots within the subdivisions are not to be served by a municipal or county system and are to be served by a privately owned public water supply	The Division of Health Services must certify that the proposed system complies with all applicable state and federal regulations. (A "Permit to Construct" must be obtained from Division of Health Services). The Division of Environmental Management must also approve the plans if the water source

system that has not previously been approved:	is a well and the system has a design capacity of one hundred thousand (100,000) gallons per day or is located within certain areas designated by Division of Environmental Management.
4) Lots within the subdivision are to be served by individual wells:	No further certification is necessary.

(Amend. of 9-6-16).

Section 22-107. Electrical, Telephone, Cable Television And Other Utilities.

Electrical distribution systems (defined for these regulations as facilities for delivering electrical energy from a substation to a customer's meter and generally associated with voltage in the 14.4 to 24.9 kv range and below), telephone lines, cable television lines and any other wire installation shall be underground unless the unfeasibility of such installation has been documented and is submitted to the Subdivision Administrator or Board of Commissioners **or provisions of G.S. 160D-804.1(h) apply**.

Section 22-108. Utilities to Be Consistent With Internal and External Development.

Whenever it can reasonably be anticipated that utility facilities construction in one development will be extended to serve other adjacent or nearby developments, such utility facilities (e.g., water or sewer lines) shall be located and constructed so extensions can be made conveniently and without undue burden or expense or unnecessary duplication of service.

Section 22-109. Stormwater: Drainage System, Control Measures and Maintenance Plans.

(a) *Stormwater Drainage System*.

The subdivider shall provide a surface water drainage system constructed to the standards of the North Carolina Department of Transportation, as reflected in "Handbook for the Design of Highway Surface Drainage Structures," 1975, as amended or revised, subject to review by the County and NCDOT where applicable.

(1) No surface water shall be channeled or directed into a sanitary sewer.

(2) Where feasible, the subdivider shall connect to an existing storm drainage system.

(3) Where an existing storm drainage system cannot feasibly be extended to the subdivision, a surface drainage system shall be designed to protect the proposed development from water damage.

(4) Surface drainage courses shall have side slopes of at least three (3) feet of horizontal distance for each one (1) foot of vertical distance, and courses shall be of sufficient size to accommodate the drainage area without flooding, and designed to comply with the standards and specifications for erosion control of the North Carolina Sedimentation Pollution Control Act of 1973, G.S. Chapter 113A, Article 4, and the Rowan County Sedimentation Control Ordinance. Other side slope standards can be accepted by the Subdivision Administrator, if approved by North Carolina Department of Transportation or Rowan County Planning and Development.

(5) The minimum grade along the bottom of a surface drainage course shall be a vertical fall of at least one (1) foot in each two hundred (200) feet of horizontal distance.

(6) Stream banks and channels downstream from any land disturbing activity shall be protected

from increased degradation by accelerated erosion caused by increased velocity of runoff from land disturbing activity in accordance with the Rowan County Sedimentation Pollution Control Ordinance and North Carolina Sedimentation Pollution Control Act of 1973, G.S. Chapter 113A, Article 4.

(7) Anyone constructing a dam or impoundment within the subdivision shall comply with the North Carolina Dam Safety Law of 1967 and the North Carolina Administrative Code Title 15, Subchapter 2 K, if applicable.

(8) In areas of special flood hazards, all subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage and shall comply with all requirements of the Rowan County Flood Damage Prevention Ordinance, if applicable for the subdivision.

(b) *Stormwater Control Measures (SCM)*.

All SCMs and plans shall be prepared by a qualified registered North Carolina professional engineer, land surveyor, soil scientist or landscape architect performing design services only in their area of competence as prescribed by North Carolina General Statutes.

The developer shall submit all proposed stormwater control measure(s) plans, including the operation and maintenance plan(s) or manual(s), to the Planning Department for scheduling a Subdivision Review Committee (SRC) meeting subject to the submission and review procedures in Section 22-56 of this Chapter.

Minimum design requirements for all stormwater control measures shall include the following:

(1) Designed for specific pollutant removal according to modeling techniques approved by the North Carolina Division of Environmental Quality found in the Stormwater Design Manual at https://deq.nc.gov/sw-bmp-manual and relevant minimum design criteria set forth in 15A NCAC 02H .1050 through .1062.

(2) Consist of one treatment option or a combination of treatment options, with design criteria achieving an 85 percent average annual removal of Total Suspended Solids. The discharge rate shall meet one of the following criteria;

(a) The discharge rate following the 1-inch design storm shall be such that the runoff draws down to the pre-storm design stage within five days, but not less than two days; or

(b) The post development peak discharge rate shall equal the predevelopment rate for the 1-year, 24-hour storm.

(3) Designed, constructed, and maintained so that the project achieves either “runoff treatment” or “runoff volume match”;

(a) For projects designed to achieve runoff treatment, the required storm depth shall be one inch.

(b) Applicants shall have the option to design projects to achieve runoff volume match in lieu of runoff treatment.

(4) Stormwater runoff from off-site areas and "existing” impervious development shall not be required to be treated in the stormwater control measure. Runoff from off-site areas or “existing” impervious development that is not bypassed shall be included in sizing of on-site stormwater control structures

(5) Stormwater outlets shall be designed so that they do not cause erosion downslope of the discharge point during the peak flow from the 10-year storm event as shown by engineering calculations.

(c) *Stormwater Maintenance Plans.*

Operation and maintenance agreements and plans are required for stormwater control measures in accordance with 15A NCAC 02H .1050. As such, the developer shall submit an operation and maintenance plan or manual for each stormwater control measure, indicating what operation and maintenance actions are needed, what specific quantitative criteria will be used for determining when those actions are to be taken and, consistent with the Operation and Maintenance Agreement specifications outlined in Section 22-112 of this Chapter, who is responsible for those actions. The plan shall clearly indicate the steps that will be taken for restoring a stormwater control measure to design specifications if a failure occurs. The plan shall also include a plat of the area containing the stormwater control measure and any easements necessary for general access to the stormwater control measure along with vegetative filters, all pipes and water control structures, berms, dikes, etc., and sufficient area to perform inspections, maintenance, repairs, and reconstruction.

Plan Amendments. At the request of the owning entity, amendments to the plans and specifications of the stormwater control measure and/or the operation and maintenance plan or manual may be considered by the Subdivision Review Committee (SRC). Proposed amendment(s) shall be prepared by a North Carolina registered design professional (engineer, land surveyor, soil scientist or landscape architect) working in their area of competence as prescribed by North Carolina General Statutes and submitted for review by the Planning Department prior to the Subdivision Review Committee.

(Amend. of 11-2-09; Amend. of 8-19-19)

Section 22-110. Other Requirements.

(a) *Placement of Monuments.*

Unless otherwise specified by this ordinance, the "Manual of Practice for Land Surveying" as adopted by the North Carolina State Board of Registration for Professional Engineers and Land Surveyors, under the provisions of Title 21 of the North Carolina Administrative Code, Chapter 56 (21 NCAC 56), shall apply when conducting surveys for subdivisions; to determine the accuracy for surveys and placement of monuments, control corners, markers, and property corners ties; to determine the location, design and material of monuments, markers, control corners, and property corners ties; and to determine other standards and procedures governing the practice of land surveying for subdivision.

(b) *Construction Procedures.*

No construction or installation of improvements shall commence in a proposed subdivision until the preliminary plat has been approved, and all plans and specifications have been approved by the appropriate authorities.

No building, zoning or other permits shall be issued for erection of a structure on any lot not of record as of the time of adoption of this ordinance until all requirements of this ordinance have been met. The subdivider, before commencing any work within the subdivision, shall make arrangements with the administrator of this ordinance to provide for adequate inspection. The approving authorities having jurisdiction or their representatives shall inspect and approve all

completed work before release of the sureties.

(c) *Oversized Improvements.*

The County may require installation of certain oversized utilities or the extension of utilities to adjacent property when it is in the interest of future development. If the County requires the installation of improvements more than of the standards required in this ordinance, including all standards adopted by reference, the County shall pay the cost differential between the improvements required and the standards in this ordinance. The County may recoup this cost through acreage fees as set forth in the adopted policy of acreage fee charges for connections to the County utility system or be reimbursed by a municipality or by a municipality's utility system.

Section 22-111. Water Point Sources.

(a) *Generally.*

As a basis for evaluating the quality of public fire protection services throughout the United States, Insurance Services Office (ISO) analyzes the relevant data in a community and assigns a Public Protection Classification (PPC) number ranging from 1 to 10. Class 1 represents exemplary fire protection and Class 10 indicates that the area's fire protection program does not meet ISO's minimum standards. In turn, this PPC number is used by insurance providers to assist in developing premiums that reflect the risk of loss in a particular location.

(b) *Purpose and Intent.*

Rowan County recognizes the importance of adequate fire protection for its citizens and further acknowledges there is a correlation between the development of major subdivisions and their potential impact on a fire department's ability to maintain and provide adequate fire protection for the existing and proposed structures in their respective jurisdiction. Rowan County has fire districts with PPC ratings ranging from 6 to 9S. The objectives contained in this article are designed to accomplish a goal established by the Board of Commissioners for the fire districts to achieve and maintain a PPC rating of 6.

Based on ISO standards, a district's PPC rating is based upon the department's fire alarm and communication system; its equipment, staffing and training; and water supply system. Furthermore, without a water supply system that is able to deliver two hundred fifty (250) gallons per minute for a two-hour period, a district may not attain a rating of Class 8 or better.

(c) *Provision for Requirement and Standards.*

Major subdivision proposals equal to or greater than fourteen (14) lots are subject to the requirements of this ordinance, in which all lots must be located within one (1) road mile of a water point source as certified by the Rowan County Fire Marshal and the chief of the fire department having jurisdiction, otherwise the subdivider shall be responsible for providing or participating with the fire department with responding jurisdiction in installation of a water point source. Provision of a water point source shall be by one of the following methods:

1. Municipal water supply system. Connections to a municipal water supply system shall be in accordance with sections 22-102 and 22-106 of this ordinance. Hydrant type(s) and placement(s) shall be as specified by Appendix C of the N.C. State Building Code: Fire Code.

2. In-ground cistern or aboveground water tank. Installation of a cistern or aboveground tank must be provided at a location in, adjacent to or within one (1) road mile of all lots in a proposed major subdivision. The cistern or tank should hold a minimum of thirty thousand (30,000) usable gallons and be designed, constructed, installed and maintained in accordance with NFPA 22.

3. Pond. Construction of a pond must be provided at a location in, adjacent to or within one (1) road mile of all lots in the proposed subdivision. Construction of the pond and installation/use of a float dock or dry hydrant for drafting of water shall be in accordance with standards and practices of NFPA 1142. The pond must have the capacity to maintain in excess of thirty thousand (30,000) gallons as certified by a certified hydrologist, professional engineer, or a staff member of the Rowan County Soil and Water Conservation District to account for seasonal variations and water availability/sediment below the strainer and/or be able to withstand a 50-year drought as certified by a certified hydrologist, professional engineer or a staff member of the Rowan County Soil and Water Conservation District. Ponds created through use of existing streams or by continuous fill from a ground water well, must also obtain the drought tolerance certification from any of the aforementioned sources.

(d) *Responsibility for Installation.*

Responsibility for installation of a water point source for projects subject to the provisions of section 22-111(c) of this article are based on the following principles:

1. Without provision of a water point source, major subdivision proposals located in fire districts with a PPC rating of 8 or less will adversely affect the PPC rating of said district. As such, a water point source shall be provided at the expense of the subdivider. Installation, inspections and certifications required to comply with NFPA 22 and 1142 (as applicable) will be the responsibility of the subdivider.

2. Without provision of a water point source, major subdivision proposals located in fire districts with a PPC rating of 9 or 9S will not necessarily affect the PPC rating of said district. However, the County recognizes the importance of adequate fire protection for its citizens and providing water point sources is an accepted method for limiting property damage and saving lives in the event of fires. To this end, the subdivider and fire department having jurisdiction shall equally share in the costs for installation, inspections and certifications for the minimum standards as may be required to comply with NFPA 22 and 1142 (as applicable) of providing the water point source, unless the subdivider waives the fire department's participation requirement. For purposes of this section, cost participation of the fire department shall not include land or easement purchase costs nor shall equal participation of the subdivider be diminished by a value (assumed or established) of the lot or easement containing the water point source.

(e) *Maintenance Requirements For Water Point Source*

In the event a water point source will not be deeded to or accepted by the county or the fire department having responding jurisdiction, maintenance of the grounds (lot or easement area) surrounding the water point source shall be the responsibility of the property owner or the subdivider until such time a homeowners association or similar legal entity has assumed authority for enforcing the recorded covenants. All powers and duties for enforcing the maintenance of the grounds as allowed by this subsection shall be the same as those specified in section 22-58(f) of this ordinance. Maintenance of the mechanical and nonmechanical components of the water point source shall be the responsibility of the fire department having jurisdiction.

(Amend. of 7-16-07(2); Amend. of 6-16-08; Amend. of 8-19-19)

Section 22-112. Stormwater Control Measures: Operation, Maintenance and Inspections

(a) *Operation*.

Prior to receiving any related final subdivision plat or zoning approvals authorizing the sale or conveyance of lots and, or occupancy of buildings, the stormwater control measure(s) shall be

inspected by the Planning Department after it is notified by the developer that all work has been completed. Prior to this inspection, the developer shall provide:

1. A copy of the operation and maintenance agreement or manual, the deed, related easements and survey plat (as applicable) for the stormwater control measure ready for Planning Department review prior to filing with the Rowan County Register of Deeds; and,

2. A certification sealed by an engineer or landscape architect (to the extent that the General Statutes, Chapter 89A, allow) stating that the stormwater control measure is complete and consistent with the approved plans and specifications for said structure.

If inspection by the Planning Department finds the measure completed in accordance with the plans approved pursuant to Section 22-109(b) of this Chapter and the items in (a)(1) and (2) of this Section are in compliance, the owning entity shall file the items in (a)(1) of this Section with the Rowan County Register of Deeds.

(b) *Maintenance*.

Landscaping and grounds management shall be the responsibility of the owning entity. However, vegetation shall not be established or allowed to mature to the extent that the integrity of the control measure is diminished or threatened, or to the extent of interfering with any easement or access to the stormwater control measure.

(c) *Repair or Reconstruction*.

Except for general landscaping and grounds management, the developer or owning entity shall notify Rowan County Planning Department prior to any repair or reconstruction of the stormwater control measure. All improvements shall be made consistent with the approved plans and specifications of the stormwater control measure and the operation and maintenance plan or manual. After notification and documentation provided by the developer or owning entity that repairs or reconstruction have been certified as completed by an NC Registered Professional Engineer, Rowan County Planning Department shall have the opportunity to inspect the completed improvements and inform the developer or owning entity of any required additions, changes, or modifications and of the time period to complete said improvements.

(d) *Inspections*.

1. Annual Inspections. All stormwater control measures shall be inspected by a North Carolina registered professional engineer at least once on an annual basis to determine whether the measures are performing as designed and intended. Records of inspection shall be maintained on forms available from the Rowan County Planning Department. Annual inspections shall begin within one year following the date for recordation of the operation and maintenance agreement or plan with the Rowan County Register of Deeds office for the stormwater control measure.

2. Corrective Actions. In the event the Planning Department discovers the need for corrective action or improvements, the owning entity shall be notified of the needed improvements and the date by which the corrective action is to be completed. All improvements shall be made consistent with the plans and specifications of the stormwater control measure and the operation maintenance plan or manual. After notification by the owning entity, the Planning Department or its designee shall inspect and approve the completed improvements.

3. Responsibility for Inspections. Rowan County shall exercise ultimate authority for operation and maintenance of stormwater control measures approved pursuant to the high density development standards for water supply watersheds contained in Section 21-33 (2)(f) of the Rowan County Zoning Ordinance. In doing so, the County shall require the owners of stormwater control measures to be inspected by a North Carolina registered professional engineer at least once during successive twelve (12) month periods following the date of recordation for the operation and maintenance agreement or plan with the Rowan County Register of Deeds office. These required annual inspections shall insure the stormwater control measures are performing as designed and intended. Completed inspection reports shall be submitted to the Rowan County Planning Department on forms available from the same.

4. Enforcement. If at any time, an inspection reveals that a stormwater control measure is not performing as designed and intended, Rowan County shall inform the owning entity of the need for corrective action. Failure to take corrective action(s) on the part of the owning entity may subject them to enforcement provisions of Section 22-152 of this Chapter or any other equitable remedy in accordance with applicable North Carolina law.

(Amend. of 8-19-19)

Secs 22-113—22-125. Reserved.

ARTICLE VI. SCHEDULE OF FEES

Section 22-126. Fee Schedule.

The Rowan County Board of Commissioners shall approve a fee schedule for the administration of this ordinance. These fees shall be nonrefundable except in cases of administrative error. The fee schedule approved by the Board of Commissioners shall be kept on file with the Clerk to the Board of Commissioners.

Secs 22-127—22-150. Reserved.

ARTICLE VII. LEGAL PROVISIONS

Section 22-151. Penalties for ~~Violation~~ Transferring Lots in Unapproved Subdivisions.

After the effective date of this ordinance, any person who, being the owner or agent of the owner of any land located within the ~~territorial~~ jurisdiction **referenced in section 22-4** ~~of this ordinance~~, thereafter subdivides his land in violation of this ordinance or transfers or sells land by reference to**,** exhibition of, or any other use of a plat showing a subdivision of land before the plat has been properly approved under the terms of this ordinance and recorded in the office of the Rowan County Register of Deeds, shall be guilty of a misdemeanor.

The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The County through its attorney or other official designated by the Board of Commissioners may enjoin an illegal subdivision, transfer or sale of land by action for injunction. Further, violators of this ordinance shall be subject, upon conviction, to fine and/or imprisonment as provided by G.S. 14-4. **Building permits required pursuant to G.S. 160D-1110 may be denied for lots that have been illegally subdivided.**

In addition to the penalty as established above, and the remedies provided by other provisions of this ordinance, this ordinance may be enforced by an appropriate equitable remedy provided in G.S. 153A-123, including, but not limited to, all appropriate equitable remedies issued from a court of competent jurisdiction as provided in G.S. 153A-123(d) and the remedy of injunction and order of abatement as allowed by G.S. 153A-123(e).

Section 22-152. Civil Penalties.

In addition to other remedies cited in this ordinance for the enforcement of these provisions, this ordinance may be enforced through the issuance of citations by Rowan County. These citations shall be in the form of a civil penalty. The county may recover this penalty within seventy-two (72) hours after issuing a citation for a violation. In addition, failure to pay the civil penalty may subject the owner to civil action in the nature ~~if~~ **of** debt ~~of~~ **if** the penalty is not paid in the prescribed period of time.

The following civil penalties are established for violations under this ordinance. Upon issuance of a warning citation, first citation or second citation the owner or developer shall have seven (7) days to correct the violation or make satisfactory progress to correct the violation before additional penalties are assessed. Upon issuance of the third citation each additional day's violation is a separate and distinct offense and shall incur an additional one-hundred-dollar fine.

Warning Citation	*No Penalties*
First Citation	$25.00
Second Citation for the same offense	$50.00
Third and Subsequent violations for the same offense	$100.00

Section 22-153. Separability.

Should any section or provision of this ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 22-154. Amendments.

The standards of this ordinance may be amended in accordance with ~~Article XIV, Section~~ **sections 21-315 and** 21-361 of the Zoning Ordinance **with the exception of the statement of consistency requirement**.

(Amend. of 2-20-06(2); Amend. of 4-21-14)

Section 22-155. Abrogation.

It is not intended that this ordinance repeal, abrogate, annul, impair, or interfere with any existing easements, covenants deed restriction, agreements, rules, regulations, or permits previously adopted or issued pursuant to law. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall govern.

Chapter 9 FLOOD DAMAGE PREVENTION*

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***Editor's note:** Articles 1--6 of an ordinance adopted May 4, 2009, is being treated as superseding the provisions adopted May 20, 2002 from which Ch. 9, §§ 9-1--9-15, 9-31--9-35, 9-61--9-64 derived.

Cross references: Buildings, Ch. 7; licenses, Ch. 10; mobile homes, Ch. 13; planning and development, Ch. 17; soil erosion and sedimentation, Ch. 18; watershed protection, Ch. 20; zoning, Ch. 21; mobile home parks in floodplains, § 13-80.

State law references: Floodplain regulation, G.S. 143-215.51 et seq.; special assessments for flood protection works, G.S. 153A-185 et seq.

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ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Sec. 9-1. Statutory authorization.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; ~~Parts 3 and 4 of Article 18 of Chapter 153A~~; ~~and~~ Part 121, Article 6 of Chapter 153A**; and Articles 1, 7, 9, and 11**

of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the ~~responsibility~~ **authority** to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Rowan County, North Carolina, does ordain as follows:

(Ord. of 5-4-09, art. 1; Amend. of 10-15-18, § A)

Sec. 9-2. Findings of fact.

(1) The ~~floodprone~~ **flood prone** areas within the jurisdiction of Rowan County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in ~~floodprone~~ **flood prone** areas of uses vulnerable to floods or other hazards.

(Ord. of 5-4-09, art. 1, § B)

Sec. 9-3. Statement of purpose.

It is the purpose of this chapter to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within ~~floodprone~~ **flood prone** areas by provisions designed to:

(1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

(5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. of 5-4-09, art. 1, § C)

Sec. 9-4. Objectives.

The objectives of this chapter are to:

(1) Protect human life, safety, and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business losses and interruptions;

(5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in ~~floodprone~~ **flood prone** areas;

(6) Minimize damage to private and public property due to flooding;

(7) Make flood insurance available to the community through the National Flood Insurance Program;

(8) Maintain the natural and beneficial functions of floodplains;

(9) Help maintain a stable tax base by providing for the sound use and development of ~~floodprone~~ **flood prone** areas; and

(10) Ensure that potential buyers are aware that property is in a special flood hazard area.

(Ord. of 5-4-09, art. 1; Amend. of 10-15-18, § D)

Sec. 9-5. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter ~~its~~ **it's** most reasonable application.

Accessory structure (appurtenant structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

***Administrative decision* means a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as "ministerial" decisions or "administrative determinations".**

***Administrative hearing* means a proceeding to gather facts needed to make an administrative decision.**

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

Area of special flood hazard: See "special flood hazard area (SFHA)".

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a "special flood hazard area", it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "freeboard", establishes the "regulatory flood protection elevation".

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building: See "Structure".

Chemical storage facility means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Design Flood: See “Regulatory Flood Protection Elevation”.

Development means any ~~manmade~~ **man-made** change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Development Activity means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital Flood Insurance Rate Map (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Disposal means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

***Discontinue* means to stop or cease the use of a property.**

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment means the advance or infringement of uses, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing building and existing structure means any building and/or structure for which the “start of construction” commenced before December 17, 1979 (adoption of first floodplain management ordinance).

Existing manufactured home park or manufactured home subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed

before **December 17, 1979 (adoption** ~~the initial effective date~~ of the **first** floodplain management ~~regulations adopted by the community~~ **ordinance)**.

***FEMA* means the Federal Emergency Management Agency.**

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; and/or

(2) The unusual and rapid accumulation of runoff of surface waters from any source.

Flood insurance means the insurance coverage provided under the National Flood Insurance Program.

Flood insurance rate map (FIRM) means an official map of a community, issued by the Federal Emergency Management Agency, on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

Flood insurance study (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The flood insurance study report includes flood insurance rate maps (FIRMs) ~~and flood boundary and floodway maps (FBFMs), if published~~.

~~*Floodprone*~~ ***Flood prone*** *area:* see "Floodplain".

Flood zone means a geographical area shown on a ~~flood hazard boundary map or~~ flood insurance rate map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain administrator ~~is~~ **means** the individual appointed to ~~administer and enforce the~~ **make administrative decisions regarding** floodplain management regulations **referenced in this chapter**.

Floodplain development permit means any type of permit that is required in conformance with the provisions of this chapter, prior to the commencement of any development activity. **The permit remains valid provided that such activity is commenced within one (1) year of the date of issuance. A permit expires if work or activity is discontinued for a period of one (1) year after work has commenced.**

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood-resistant material means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and **hydraulic** models **meeting the minimum requirements of the National Flood Insurance Program**.

Freeboard means the height added to the base flood elevation (BFE) to account for the many unknown factors that could contribute to flood heights greater that the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge openings, **precipitation exceeding the base flood,** and the hydrological effect of urbanization of the watershed. The base flood elevation plus the freeboard establishes the "regulatory flood protection elevation".

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hazardous waste management facility means, as defined in G.S. 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

Highest adjacent grade (HAG) means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

Historic structure means any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or

(d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program".

Certified Local Government (CLG) Programs are approved by the U.S. Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(c) Available with special features enabling off-street or off-highway operation and use.

Lowest adjacent grade (LAG) means the elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in

an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

***Map Repository* means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.**

Market value means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

***NFIP* means the National Flood Insurance Program.**

New construction means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

Non-encroachment area means the channel of a river or other watercourse**, including the area above a bridge or culvert when applicable,** and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the flood insurance study report.

Post-FIRM means construction or other development for which the "start of construction" occurred on or after the effective date of the initial flood insurance rate map.

Pre-FIRM means construction or other development for which the "start of construction" occurred before the effective date of the initial flood insurance rate map.

Principally above ground means that at least fifty-one (51) percent of the actual cash value of the structure is above ground.

Public safety and/or *nuisance* means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle (RV) means a vehicle, which is:

(a) Built on a single chassis;

(b) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(c) Designed to be self-propelled or permanently towable by a light duty truck;

(d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; and

(e) Is fully licensed and ready for highway use.

Reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within all special flood hazard areas. For the purposes of this definition, the reference level for slab construction is measured from the top of the lowest floor.

Regulatory flood protection elevation means the "base flood elevation" plus the "freeboard". In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

Remedy a violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

Solid waste disposal facility means any facility involved in the disposal of solid waste, as defined in G.S. 130A-290(a)(35).

Solid waste disposal site means, as defined in G.S. 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special flood hazard area (SFHA) means the land in the floodplain subject to a one (1) percent or greater chance of being flooded in any given year, as determined in section 9-7 of this chapter.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial damage means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

Substantial improvement means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to section 9-35 of this ordinance.

Technical Bulletin and Technical Fact Sheet means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this chapter.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in articles II and III is presumed to be in violation until such time as that documentation is provided.

Water surface elevation (WSE) means the height, in relation to ~~mean sea level~~ **NAVD 88**, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

***"Written" or "in writing"* means written communication, including by electronic mail, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.**

(Ord. of 5-4-09, art. 2; Amend. of 9-6-11; Amend. of 10-15-18)

Sec. 9-6. Lands to which this chapter applies.

This chapter shall apply to all special flood hazard areas within the jurisdiction of Rowan County excluding the extra territorial jurisdictions (ETJs) therein.

(Ord. of 5-4-09, art. 3, § A)

Sec. 9-7. Basis for establishing the special flood hazard areas.

The special flood hazard areas are those identified under the cooperating technical state (CTS) agreement between the State of North Carolina and FEMA in its flood insurance study (FIS) dated November 16, 2018 for Rowan County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared to be a part of this chapter **and all revisions thereto**. ~~Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Rowan County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.~~

(Ord. of 5-4-09, art. 3; Amend. of 10-15-18, § B)

Sec. 9-8. Establishment of floodplain development permit.

A floodplain development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities within special flood hazard areas determined in accordance with the provisions of section 9-7 of this chapter.

(Ord. of 5-4-09, art. 3, § C)

Sec. 9-9. Compliance.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this chapter and other applicable regulations.

(Ord. of 5-4-09, art. 3, § D)

Sec. 9-10. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. of 5-4-09, art. 3, § E)

Sec. 9-11. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

(a) Considered as minimum requirements;

(b) Liberally construed in favor of the governing body; and

(c) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. of 5-4-09, art. 3, § F)

Sec. 9-12. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Rowan County or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. of 5-4-09, art. 3, § G)

Sec. 9-13. Penalties for violation.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a **Class 1** misdemeanor **pursuant to NCGS 143-215.58**. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than fifty dollars ($50.00) or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Rowan County from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. of 5-4-09, art. 3, § H)

Secs. 9-14--9-30. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 9-31. Designation of floodplain administrator.

The director of planning and development, hereinafter referred to as the "floodplain administrator", is hereby appointed to administer and implement the provisions of this chapter. **In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance. The floodplain administrator or other staff member shall not make a final administrative decision concerning a request if they would have a conflict of interest as identified in section 21-314(b) of the Zoning Ordinance. If a staff member has a conflict of interest under this section, the decision shall be assigned to another staff member as designated by this chapter.**

(Ord. of 5-4-09, art. 4, § A)

Sec. 9-32. Floodplain development application, permit and certification requirements.

(1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within or adjacent to special flood hazard areas. All elevations referenced must use NAVD 88 ~~datum~~. The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

(a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(ii) The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-7, or a statement that the entire lot is within the special flood hazard area;

(iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-7;

(iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-7;

(v) The base flood elevation (BFE) where provided as set forth in section 9-7, section 9-33 or section 9-54;

(vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(vii) The certification of the plot plan by a professional land surveyor or professional engineer. In lieu of this requirement, the floodplain administrator may provide necessary certifications for development adjacent to but not within the special flood hazard area.

(b) Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:

(i) Elevation **(in NAVD 1988)** of the proposed reference level (including basement) of all structures;

(ii) Elevation **(in NAVD 1988)** to which any non-residential structure in zone AE or A will be floodproofed; and

(iii) Elevation **(in NAVD 1988)** to which any proposed utility systems will be elevated or floodproofed.

(c) If floodproofing, a floodproofing certificate (FEMA Form ~~81-65~~ **086-0-34**) with supporting data, an operational plan, and an inspection and maintenance plan that includes, but is not limited to, installation, exercise, and maintenance of floodproofing measures.

(d) A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:

(i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

(ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection 9-52(4)(c) when solid foundation perimeter walls are used in zones A or AE.

(e) Usage details of any enclosed areas below the lowest floor.

(f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(g) Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received.

(h) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of subsections 9-52(6) and (7) of this chapter are met.

(i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) Permit requirements. The floodplain development permit shall include, but not be limited to:

(a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).

(b) The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-7.

(c) The regulatory flood protection elevation required for the reference level and all attendant utilities.

(d) The regulatory flood protection elevation required for the protection of all public utilities.

(e) All certification submittal requirements with timelines.

(f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of section 9-56 have been met.

(g) The flood openings requirements, if in zones A or AE.

(h) Limitations of below base flood elevation (BFE) enclosure uses (if applicable). (i.e., parking, building access and limited storage only.)

(i) A statement, that all materials below BFE / RFPE must be flood resistant materials.

(3) *Certification requirements.*

(a) *Elevation certificates.*

(i) An elevation certificate (FEMA Form ~~81-31~~ **086-0-33**) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in NAVD 88 ~~datum~~. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. **In lieu of this requirement, the floodplain administrator may accept elevation data from a professional land surveyor sufficient to document current conditions and ensure proposed development will comply with this chapter.**

(ii) An elevation certificate (FEMA Form ~~81-31~~ **086-0-33**) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in NAVD 88 ~~datum~~. Any work done within the seven-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop work order for the project. **In lieu of this requirement, the floodplain administrator may accept elevation data from a professional land surveyor sufficient to document current conditions and ensure proposed development will comply with this chapter.**

(iii) A final as-built elevation certificate (FEMA Form ~~81-31~~ **086-0-33**) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy. **The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A of the certificate. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.**

(b) *Floodproofing certificate.*

(i) If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, using NAVD 88 ~~datum~~. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, using NAVD 1988 ~~datum~~. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(c) If a manufactured home is placed within zone A or AE and the elevation of the chassis is more than thirty-six (36) inches in height above grade, an engineered foundation certification is required in accordance with the provisions of subsection 9-52(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification exemptions. The following structures, if located within zone A or AE, are exempt from the elevation / floodproofing certification requirements specified in items (a) and (b) of this subsection:

(i) Recreational vehicles meeting requirements of subsection 9-52(6);

(ii) Temporary structures meeting requirements of subsection 9-52(7); and

(iii) Accessory structures one hundred fifty (150) square feet or less or that is a minimal investment of ~~$3,000~~ **$5,000** or less and meeting requirements of subsection 9-52(8).

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

(Ord. of 5-4-09, art. 4; Amend. of 10-15-18, § B)

Sec. 9-33. Duties and responsibilities of the floodplain administrator.

The floodplain administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.

(2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received**, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334**.

(3) Notify adjacent communities and the North Carolina Department of ~~Crime Control and~~ Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-56 are met.

(6) Obtain actual elevation (in NAVD 88 ~~datum~~) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-32(3).

(7) Obtain actual elevation (in NAVD 88 ~~datum~~) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-32(3).

(8) Obtain actual elevation (in NAVD 88 ~~datum~~) of all public utilities in accordance with the provisions of subsection 9-32(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-32(3) and subsection 9-52(2).

(10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-54(2)(b), in order to administer the provisions of this chapter.

(12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this chapter.

(13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard area is above the base flood elevation (BFE), advise the property owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the (LOMA) issued by FEMA in the floodplain development permit file.

(14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

(16) Issue stop work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop work order shall be in writing and

directed to the person doing or in charge of the work**, the permit holder, if applicable, and the property owner provided by personal delivery, electronic delivery, or first-class mail**. The stop work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop work order constitutes a misdemeanor.

(17) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked. **Revocations shall be noted in writing and delivered to the holder of the development approval stating the reason thereof. Staff shall follow the same development review and approval process required for the issuance of the approval for any revocation.**

(18) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(19) Follow through with corrective procedures of section 9-34.

(20) Review, provide input, and make recommendations for variance requests.

(21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-7 of this chapter, including any revisions thereto including letters of map change issued by FEMA. Notify state and FEMA of mapping needs.

(22) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

(Ord. of 5-4-09, art. 4; Amend. of 10-15-18, § C)

Sec. 9-34. Corrective procedures.

(1) *Violations to be corrected.* When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(2) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(a) That the building or property is in violation of the floodplain management regulations;

(b) That an **administrative** hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at

which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(c) That following the **administrative** hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(3) *Order to take corrective action.* If, upon an **administrative** hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the flood damage prevention ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one-hundred-eighty (180) calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(4) *Appeal.* Any ~~owner~~ **person with standing under G.S. 160D-1402(c)** ~~who has received an order to take corrective action~~ may appeal ~~the order~~ **an administrative decision** to the ~~local elected governing body~~ **board of adjustment** by giving notice of appeal in writing to the ~~floodplain administrator and~~ the clerk **to the Board of Adjustment** within ~~ten (10)~~ **thirty (30)** days ~~following issuance of the final order~~ **of receiving actual or constructive notice of the decision**. **Appeals from an administrative decision of this chapter shall follow the procedure outlined in section 21-315 and 21-331 of the Zoning Ordinance.** In the absence of an appeal, the order of the floodplain administrator shall be final. The ~~local governing body~~ **board of adjustment** shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the ~~governing body~~ **board of adjustment** following an appeal, the owner shall be guilty of a **Class 1** misdemeanor and shall be punished at the discretion of the court.

(Ord. of 5-4-09, art. 4, § D)

Sec. 9-35. Variance procedures.

(1) The ~~zoning~~ board of adjustment as established by Rowan County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this chapter.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

(a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(b) Functionally dependent facilities if determined to meet the definition as stated in section 9-5 of this chapter, provided provisions of subsection (9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; ~~or~~

(c) Any other type of development, provided it meets the requirements of this section.

(4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

(a) The danger that materials may be swept onto other lands to the injury of others;

(b) The danger to life and property due to flooding or erosion damage;

(c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(d) The importance of the services provided by the proposed facility to the community;

(e) The necessity to the facility of a waterfront location as defined under section 9-5 of this chapter as a functionally dependent facility, where applicable;

(f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(g) The compatibility of the proposed use with existing and anticipated development;

(h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(5) A written report addressing each of the above factors shall be submitted with the application for a variance.

(6) Upon consideration of the factors listed above and the purposes of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this chapter.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to twenty-five dollars ($25.00) per one hundred dollars ($100.00) of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(8) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

(9) Conditions for variances:

(a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances;

(b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge;

(c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

(d) Variances shall only be issued prior to development permit approval;

(e) Variances shall only be issued upon:

(i) A showing of good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met:

(a) The use serves a critical need in the community.

(b) No feasible location exists for the use outside the special flood hazard area.

(c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.

(d) The use complies with all other applicable federal, state and local laws.

(e) Rowan County has notified the Secretary of the North Carolina Department of ~~Crime Control and~~ Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

(Ord. of 5-4-09, art. 4; Amend. of 10-15-18, § E)

Sec. 9-36. Ordinance amendments.

This ordinance may be amended in accordance with the procedures outlined in section 21-315 and 21-361 of the Zoning Ordinance with the exception of the statement of consistency requirement. Prior to considering any amendment, the floodplain administrator shall receive confirmation from the North Carolina Department of Public Safety, Division of Emergency Management that the ordinance would remain FEMA compliant for communities participating in the NFIP should the amendment be approved.

Secs. 9-36 37--9-50. Reserved.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 9-51. General standards.

In all special flood hazard areas the following provisions are required:

(1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

(2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.

(3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

(4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath / kitchen fixtures, ductwork, electric / gas meter panels / boxes, utility / cable boxes, hot water heaters, and electric outlets / switches.

(a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

(b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and / or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(8) Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

(9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-35(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-32(3).

(10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

(11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(14) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

(15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.

(Ord. of 5-4-09, art. 5; Amend. of 10-15-18, § A)

Sec. 9-52. Specific standards.

In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in section 9-7, or section 9-54, the following provisions, in addition to the provisions of section 9-51, are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter.

(2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter. Structures located in A~~,~~ **or** AE~~, and A1-30~~ zones may be floodproofed to the regulatory flood protection elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the regulatory flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

(3) *Manufactured homes.*

(a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to G.S. 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of subsection 9-52(4).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within ~~floodprone~~ **flood prone** areas. This plan shall be filed with and approved by the floodplain administrator and the local emergency management coordinator.

(4) *Elevated buildings.* Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

(a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(b) Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation;

(c) Shall include~~, in zones A or AE,~~ flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(i) A minimum of two (2) flood openings on different sides of each enclosed area subject to flooding;

(ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

(iii) If a building has more than one (1) enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(iv) The bottom of all required flood openings shall be no higher than one (1) foot above the **higher of the interior or exterior** adjacent grade;

(v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

(a) Additions and/or improvements to pre-FIRM structures when the addition and / or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and / or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

(ii) A substantial improvement, with modifications / rehabilitations / improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the

addition and / or improvements must comply with the standards for new construction.

(b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications / rehabilitations / improvements to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

(c) Additions and / or improvements to post-FIRM structures when the addition and / or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and / or improvements only must comply with the standards for new construction **consistent with the code and requirements for the original structure**.

(ii) A substantial improvement, both the existing structure and the addition and / or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) *Recreational vehicles.* Recreational vehicles shall either:

(a) Temporary Placement.

(i) Be on-site for fewer than one hundred eighty (180) consecutive days; or

(ii) Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) *Temporary non-residential structures.* Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the floodplain administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(c) The time frame prior to the event at which a structure will be removed (i.e., minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification);

(d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(e) Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

(8) *Accessory structures.* When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:

(a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(b) Accessory structures shall not be temperature-controlled;

(c) Accessory structures shall be designed to have low flood damage potential;

(d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(e) Accessory structures shall be firmly anchored in accordance with the provisions of subsection 9-51(1);

(f) All service facilities such as electrical shall be installed in accordance with the provisions of subsection 9-51(4); and

(g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided ~~below regulatory flood protection elevation~~ in conformance with the provisions of subsection 9-52(4)(c).

An accessory structure with a footprint of one hundred fifty (150) square feet or less or that is a minimal investment of ~~$3,000~~ **$5,000** or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of section 9-52(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with subsection 9-32(3). (Ord. of 5-4-09, art. 5, § B)

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

(b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

(c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of section 9-52(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

(a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 9-56 of this ordinance.

(b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 9-56 of this ordinance.

(c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 9-56 of this ordinance.

(d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

(Ord. of 5-4-09, art. 5; Amend. of 10-15-18, § B);

Sec. 9-53. Reserved.

Sec. 9-54. Standards for floodplains without established base flood elevations.

Within the special flood hazard areas designated as approximate zone A and established in section 9-7, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of section 9-51, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five (5) times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The base flood elevation (BFE) used in determining the regulatory flood protection elevation shall be determined based on the following criteria:

(a) When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this chapter and shall be elevated or floodproofed in accordance with standards in sections 9-51 and 9-52.

(b) When floodway or non-encroachment data is available from a federal, state, or other source, all new construction and substantial improvements within floodway and

non-encroachment areas shall also comply with the requirements of sections 9-52 and 9-56.

(c) All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five (5) acres or has more than twenty (20) lots / manufactured home sites. Such BFE data shall be adopted by reference in accordance with section 9-7 and utilized in implementing this chapter.

(d) When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the reference level shall be elevated or floodproofed (non-residential) to or above the regulatory flood protection elevation, as defined in section 9-5. All other applicable provisions of section 9-52 shall also apply.

(Ord. of 5-4-09, art. 5; Amend. of 10-15-18, § D)

Sec. 9-55. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of sections 9-51 and 9-52; and

(2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

(Ord. of 5-4-09, art. 5; Amend. of 10-15-18, § E)

Sec. 9-56. Floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in section 9-7. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 9-51 and 9-52, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

(b) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained **within six (6) months of** ~~upon~~ completion of the proposed encroachment.

(2) If subsection 9-56(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this chapter.

(3) ~~No manufactured~~ **Manufactured** homes ~~shall~~ **may** be permitted~~, except replacement manufactured homes in an existing manufactured home park or subdivision,~~ provided the following provisions are met:

(a) The anchoring and the elevation standards of subsection 9-52(3); and

(b) The no encroachment standard of subsection 9-56(1).

(Ord. of 5-4-09, art. 5; Amend. of 10-15-18, § F)

Secs. 9-57--9-75.

ARTICLE IV. LEGAL STATUS PROVISIONS

Sec. 9-76. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This chapter in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted December 17, 1979, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Rowan County enacted on December 17, 1979, as amended, which are not reenacted herein are repealed.

The date of the initial flood damage prevention ordinance for **Rowan County is December 17, 1979.** ~~each municipal jurisdiction within Rowan County is as follows:~~

~~Town of China Grove Incorporated Area, dated March 1, 1978~~
~~Town of Cleveland Incorporated Area, dated December 14, 2009~~
~~Town of East Spencer Incorporated Area, dated September 28, 1978~~
~~Town of Faith Incorporated Area, dated July 3, 1978~~
~~Town of Granite Quarry Incorporated Area, dated September 15, 1978~~
~~Town of Landis Incorporated Area, dated July 3, 1978~~
~~Town of Rockwell Incorporated Area, dated May 15, 1978~~
~~City of Salisbury Incorporated Area, dated May 15, 1980~~
~~Town of Spencer Incorporated Area, dated March 1, 1978~~

(Ord. of 5-4-09, art. 6; Amend. of 10-15-18, § A)

Sec. 9-77. Effect upon outstanding floodplain development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter. **If a complete application made in accordance with this chapter is submitted for a development permit required pursuant to this chapter and a regulation changes between the time the application was submitted and a decision is made, the applicant may choose which version of the development regulation will apply to the application unless otherwise prohibited by applicable state or federal laws. If the**

development permit applicant chooses the version of the ordinance applicable at the time of the permit application, the development permit applicant shall not be required to await the outcome of the amendment to the map or ordinance prior to acting on the development permit.

(Ord. of 5-4-09, art. 6, § B)

Sec. 9-78. Severability.

If any section, clause, sentence, or phrase of the ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this chapter.

(Ord. of 5-4-09, art. 6, § C)

Sec. 9-79. Effective date.

This chapter shall become effective ~~October 15, 2018~~ **June 21, 2021**.

(Ord. of 5-4-09, art. 6; Amend. of 10-15-18, § D)

Chapter 9.5 HISTORIC LANDMARKS*

***Cross references:** Buildings, Ch. 7; planning and development, Ch. 17; zoning, Ch. 21.

Article I. In General
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ARTICLE I. IN GENERAL

~~Secs.~~ Sec. 9.5-1. Definitions.

Unless otherwise expressly provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this chapter. For any word that is not defined in this section, the common dictionary definition applies.

Administrative decision **means a decision made in the implementation, administration, or enforcement of this ordinance by staff from the Rowan County Planning and Development Department that involve the determination of facts or the application of objective standards set forth in this chapter. When making these decisions, staff must adhere to the conflict of interest provisions of section 21-314 (b) of the Rowan County Zoning Ordinance. These are sometimes referred to as "ministerial" decisions or "administrative determinations".**

Courtesy hearing. **A hearing before the Historic Landmarks Commission that provides an opportunity for the public to express their views and opinions on an agenda item prior to the board making a recommendation concerning the matter. These hearings are required as a precursor to decisions required by this chapter by the Board of Commissioners. When making these decisions, staff must adhere to the conflict of interest provisions of section 21-315 (2)(a) of the Rowan County Zoning Ordinance.**

Determination **means a written, final and binding order, requirement, or**

determination regarding an administrative decision.

Development approval **means an administrative or quasi-judicial approval made pursuant to this chapter that is written and required prior to commencing development or undertaking a specific activity, project, or development proposal. The term also includes all other regulatory approvals required by this chapter.**

Discontinue **means to stop or cease the use of a property.**

Legislative decision **means the adoption, amendment, or repeal of a development regulation.**

Public hearing **means, for the purposes of this chapter, a hearing conducted by the Board of Commissioners to solicit public comment and consider appropriate criteria identified in this chapter prior to making decisions required herein.**

Minor work **means activities which do not impair the integrity of the property, historical significance, or involve the following unless specifically referenced in the historic designation: alterations in the design, material, or appearance of a structure or appurtenant feature; additions to a structure; removal of a structure; or interior change. Additionally, minor work includes routine maintenance to structures, appurtenances, and grounds within the designation area intended to keep the property in good condition.**

Major work **means any activity that does not qualify as minor work.**

Quasi-judicial decision means **a decision involving the findings of fact regarding a specific application of development regulation and that requires the exercise of discretion when applying the regulation standards made during a quasi-judicial hearing.**

Quasi-judicial hearing **means a hearing to gather competent, material, and substantial evidence in order to make a quasi-judicial decision. Quasi-judicial hearings are also referred to as evidentiary hearings.**

"Written" or "in writing" **means written communication, including by electronic mail, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.**

Secs. 9.5-2--9.5-25. Reserved.

ARTICLE II. LANDMARK COMMISSION

Sec. 9.5-26. Title.

This article shall be known and may be cited as the Historic Landmarks

Ordinance of Rowan County.

(Ord. of 3-18-02(1))

Sec. 9.5-27. Purpose.

The purposes and objectives for which this article is adopted include the following:

(1) To enhance the environmental and aesthetic quality of neighborhoods, as well as in the rural areas of the county.

(2) To strengthen the economic base by the stimulation of the tourist industry.

(3) To establish and improve property values by generating an improved appearance in older, transitional areas.

(Ord. of 3-18-02(1))

Sec. 9.5-28. Establishment and jurisdiction.

There is hereby established under the authority of G.S. Ch. ~~160A~~ **160D**, Art. ~~19~~ **9**, pt. ~~3C~~ **4**, a commission to be known as the historic landmarks commission of the county (hereinafter, "commission"), whose jurisdiction shall include all unincorporated areas of the county excluding all municipalities and their extra territorial jurisdiction as applicable.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-29. Appointment and terms of office.

(a) The commission shall consist of seven (7) members appointed by the board of county commissioners. All members shall reside within the ~~territorial~~ **planning and zoning** jurisdiction of the county. In addition, a majority of those members shall be qualified through demonstration of special interest, experience, education in history, architecture, archaeology, or other related fields.

(b) Commission members shall be appointed for three-year staggered terms, but members may continue to serve until their successors have been appointed. All terms of office shall end on the 31st day of December of the year. Any terms not ending on December 31st shall be extended to December 31st of that year upon adoption of the ordinance from which this article derives. Initially, three (3) members shall be appointed for three-year terms, three (3) members shall be appointed for two-year terms, and one (1) member shall be appointed for a one-year term. Current members who have three-year, two-year, or one-year terms remaining shall continue to serve with additional members being appointed to establish the staggered terms of the landmarks commission membership. Vacancies may be filled for the unexpired term only.

(c) Members may be appointed to only two (2) successive terms.

(d) Landmarks commission members shall be removed by the county commissioners at any time for failure to attend thirty (30) percent or more of the

meetings within any twelve-month period, or for any other good cause related to performance of duties.

(e) If a commission member moves outside the county, that shall constitute a resignation from the landmarks commission, effective upon the date a replacement is appointed by the county commissioners.

(f) Prior to performing duties referenced in section 9.5-30, new and reappointed members shall take an oath of office referenced in G.S. 11-7 and 153A-026.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-30. Powers ~~and duties~~ of the Historic Landmarks Commission.

The commission shall be authorized to exercise the following within its jurisdiction:

(1) Conduct an inventory of properties having historical, prehistorical, architectural and/or cultural significance.

(2) Make recommendations to the county commissioner's regarding structures, sites, areas, or objects to be designated by ordinance as "historic landmarks".

(3) Acquire the fee or any lesser included interest, including options to purchase, to any such properties designated as landmarks, to hold, manage, preserve, restore and improve ~~the same~~ **such properties**, and to exchange or dispose of the property by public or private sale, lease or otherwise, subject to covenants or other legally binding restrictions ~~which~~ **that** will secure appropriate rights of public access and promote the preservation of the property.

(4) Restore, preserve and operate historic landmarks.

(5) Recommend to the county commissioners that the designation of any locally adopted historic landmark be revoked or removed.

(6) Prepare and recommend the official adoption of a preservation element.

(7) Within the limits of funds appropriated to it, given to it, or otherwise made available to it, appoint such employees and engage such consultants as it may desire and acquire property and materials for its use and incur other necessary expenses.

(8) Cooperate with the state, federal, and local governments in pursuance of the purposes of this article; to offer or request assistance, aid, guidance or advice concerning matters within its jurisdiction or of mutual interest. The commission, where authorized by the county commissioners, may contract with the state or federal government, or any agency of either, or with any other organization provided the terms are not inconsistent with state or federal law.

(9) Members, employees, or agents may enter, solely in performance of their official duty, upon private lands or structures for examination or survey thereof only upon receiving the express written consent from the

owner(s).

(10) Review and act upon proposals for the alteration or demolition of designated landmarks pursuant to this article.

(11) Negotiate at any time with the owner of a building, site, structure, area or object for its acquisition or preservation when such action is reasonable, necessary or appropriate.

(12) Conduct an educational program regarding historic landmarks within its jurisdiction.

(13) Perform any other duties, which may lawfully be assigned to it.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-31. Designation of landmarks.

Upon compliance with the landmark designation procedures as set forth in this article, the county commissioners may adopt and ~~from time to time~~ amend or repeal an ordinance designating one (1) or more historic landmarks. No property shall be recommended for designation as a landmark unless written consent from the property owner(s) is obtained and it is deemed and found by the landmarks commission to be of special significance in terms of its historical, prehistorical, architectural or cultural importance and to possess integrity of design, setting, workmanship, materials, character and/or association.

The ordinance shall describe each property designated in the ordinance, the name(s) of the owner(s) of the property, those elements of the property that are integral to its historic significance, including the land areas of the property so designated and any other information deemed necessary by the county commissioners. For each designated landmark, the ordinance shall require that the waiting period set forth in section 9.5-37 be observed prior to its demolition. In addition, for each designated landmark, the ordinance may also provide for a suitable sign on the property indicating that the property has been so designated. If the owner consents, the sign shall be placed upon the property.

(Ord. of 3-18-02(1))

Sec. 9.5-32. Required landmark ~~Landmark~~ designation procedures.

As a guide for the identification and evaluation of landmarks, the commission shall catalog and inventory all properties of historical, architectural, prehistorical, or cultural significance within its jurisdiction. Such inventories and any additions or revisions shall be submitted to the division of archives and history.

No ordinance designating a historic building, site, structure, or area, as a landmark nor any amendment thereto may be adopted, nor may any property be accepted or acquired by the commission or county commissioners until all of the following procedural steps have been taken:

(1) The landmarks commission shall amend and adopt rules of procedure and principles and ~~guidelines~~ **standards** for altering, restoring, moving or demolishing structures designated as landmarks.

(2) The landmarks commission shall only make or cause to be made an investigation and report on the historic, architectural, prehistorical, educational or cultural significance of each building, structure, site area or object proposed for designation or acquisition with written consent of property owner(s). Such investigation or report shall be forwarded to the division of archives and history, state department of cultural resources.

(3) The department of cultural resources, acting through the state historic preservation officer, shall ~~either,~~ upon request of the department or at the initiative of the landmarks commission, be given an opportunity to review and comment upon the substance and effect of the designation of any landmark pursuant to this article. Any comments shall be provided in writing. If the department does not submit its comments or recommendations in connection with any designation within thirty (30) days following receipt by the department of investigation and report of the commission, the commission and county commissioners shall be relieved of any responsibility to consider such comments.

(4) **Proposed ordinance designations require initial consideration and recommendation by the** ~~The~~ landmarks commission **during a courtesy hearing followed by a public hearing by the county commissioners to receive public comment regarding the ordinance consistent with procedures specified in 21-315 (1)(b)(c) and (2)(a) of the Rowan County Zoning Ordinance.** ~~and the county commissioners shall hold a joint public hearing or separate public hearings regarding the proposed designation ordinance. Reasonable notice of the time and place shall be given. All meetings of the commission shall be open to the public, in accordance with the North Carolina Open Meetings Law, Chapter 143, Article 33C.~~

(5) Following the public hearing**,** the county commissioners may adopt the ordinance as proposed, adopt the ordinance with any amendments it deems necessary, or reject the proposed ordinance.

(6) Upon adoption of the ordinance, the owner(s) and occupant(s) of each designated landmark shall be given written notification of the designation within twenty-one (21) days after the public hearing. One (1) copy of the ordinance and all amendments thereto shall be filed by the landmarks commission with county register of deeds. Each designated landmark shall be indexed according to the property owner(s) name in the grantee and grantor indexes of the register of deeds, and the commission shall pay the fee for filing and indexing. All designated landmarks shall be clearly indicated on all applicable tax maps maintained by the county for such period as the designation remains in effect. **A copy of the ordinance shall be given to the director of the Rowan County Building Inspections Department.**

(7) Upon adoption of the ordinance or subsequent amendments thereto, it shall be the duty of the commission to provide notice to the county tax assessor. The designation and any recorded restrictions upon the landmark limiting its use for preservation purposes shall be considered by the tax supervisor in appraising it for tax purposes.

(Ord. of 3-18-02(1))

Sec. 9.5-33. Certificate of appropriateness (COA) required.

(a) Upon designation of a landmark, no exterior portion of any building or other structure (to include masonry walls, fences, light fixtures, steps, pavement, or other appurtenant features), nor above-ground utility structure nor any type of outdoor advertising sign shall be erected, altered, restored, moved, or demolished on such a landmark until after an application for a certificate of appropriateness **(COA)** as to exterior features has been submitted to and approved by the landmarks commission **or planning staff**. The county shall require such a certificate ~~to be issued by the commission~~ prior to the issuance of a building permit or altering, moving, or demolishing structures, which certificate may be issued subject to reasonable conditions necessary to carry out the purposes of this article. A certificate of appropriateness shall be required whether or not a building or other permit is required.

For purposes of this article, "exterior features" shall include the architectural style, general design, and general arrangement of the exterior of a building or other structure, including the kind and texture of the building material, the size and scale of the building the type and style of all windows, doors, light fixtures, signs and other appurtenant fixtures. In the case of outdoor advertising signs, "exterior features" may, in the discretion of the county commissioners **as part of the landmark designation process**, include historic signs, color, and significant landscape, archaeological and natural features of the area.

Requests for COAs shall be submitted in accordance with the below options:

1. ***Minor work.*** **A COA for minor work consistent with the definition in section 9.5-1 and the standards herein may be reviewed and approved administratively in accordance with adopted design standards. Development approval remains valid provided that such activity is commenced within one (1) year of the date of issuance but expires if the work or activity is discontinued for a period of one (1) year after work has commenced. Staff has the discretion to refer a COA request for minor work to the commission to be reviewed as major work. No application for a COA may be denied by staff without formal action by the commission. The following list contains examples of minor work:**

    - **Repainting using the same color**
    - **In-kind replacement of glass**
    - **Repointing and other masonry repairs matching existing materials**
    - **In-kind roof covering replacement**
    - **Foundation repairs including vents and access doors**
    - **Repairs to walkways, patios, fences, and driveways to match the original**

- **In-kind replacement of small amounts of deteriorated siding, trim, porch flooring, stairs, landings, and steps totaling less than 25 percent of the overall sq. ft.**
- **Installation of storm windows and full view storm doors with trim color being either white or matching house**
- **Replacement of mechanical or electrical equipment, antennas, and satellite dishes in same location**
- **Installation of gutters and downspouts where the color matches the house trim**
- **Alteration, installation, or removal of exterior light fixtures**
- **Side or rear yard fences and walls**
- **Landscaping side and rear yards**
- **Pruning vegetation and removal of trees**
- **Alteration of accessory structure with no footprint expansion**
- **Removal of deteriorated accessory buildings not original to the site**
- **New accessory structure totaling 150 sq.ft. or less**
- **Temporary signs such as real estate, political, etc.**

2. ***Major Work.*** **A COA for major work must be considered by the commission subject to this ordinance and adopted design standards during a quasi-judicial hearing consistent with the notice and hearing procedures noted in section 21-315 of the Zoning Ordinance for said hearing type. If approved, a COA shall expire two (2) years from the date of issuance if the work authorized by the approval has not substantially commenced unless a vesting period longer than two (2) years is granted by the Board of Commissioners in accordance with section 21-11 of the Zoning Ordinance. Unless provided otherwise by this chapter or applicable law, if after commencement the work or activity is discontinued for a period of one (1) year after commencement, the development approval shall expire.**

(b) **Except as provided in subsection (d) below, the commission shall have no jurisdiction over interior arrangement.** The commission shall take no action under this section except to prevent the construction, reconstruction, alteration, restoration, moving, or demolition of buildings, structures, appurtenant fixtures, outdoor advertising signs, or significant features ~~which~~ **that** would be incongruous with the special character of the landmark. **In making decisions on COAs, the commission shall apply the rules and standards adopted pursuant to subsection (c) of this section.**

(c) Prior to enforcing a landmark ordinance, the commission shall (a) prepare and adopt rules of procedure, and (b) prepare and adopt principles and ~~guidelines~~ **standards** consistent with this section **to guide the commission in**

determining congruity with the special character of the landmark for new construction, alterations, additions, moving and demolition.

(d) ~~Prior to issuance or denial of a certificate of appropriateness the commission shall take such steps as may be reasonably required in the ordinance or rules of procedure to inform the owners of any property likely to be materially affected by the application and shall give the applicant and such owners an opportunity to be heard.~~

~~In all cases where the commission deems it necessary, it may hold a public hearing concerning the application. All meetings of the commission shall be open to the public, in accordance with the North Carolina Open Meetings Law, Chapter 143, Article 33C.~~ **Notwithstanding subsection (a) of this section, jurisdiction of the commission over interior spaces shall be limited to specific interior features of architectural, artistic, or historical significance in publicly owned landmarks and of privately owned landmarks for which consent for interior review has been given by the owner. Interior designation shall bind future owners and / or successors in title, provided such consent has been filed in the office of the register of deeds indexed by the property owner name in the grantee and grantor indexes. The landmark designation shall specify the interior features to be reviewed and the specific nature of the commission's jurisdiction over the interior.**

(e) All applications for ~~certificates of appropriateness~~ **COAs** shall be reviewed and acted upon within a reasonable time, not to exceed one hundred eighty (180) days from the date the application for a ~~certificate of appropriateness~~ **COA** is filed, as defined by this article or the commission's rules of procedure. As part of its review procedure, the commission may view the premises and seek the advice of the division of archives and history or such other expert advice as it may deem necessary under the circumstances.

(f) ~~An appeal may be taken to the county commissioners from the commission's action in granting or denying any certificate, which appeals (a) may be taken by any aggrieved party, (b) shall be taken within the times specified by the commission by general rule, and (c) shall be in the nature of the certiorari. Any appeal from the county commissioners decision in any such case shall be heard by the superior court of the county.~~

All of the provisions of this section are hereby made applicable to construction, alteration, moving and demolition by the state, its political subdivision, agencies and instrumentalities, provided, however, they shall not apply to interiors of buildings or structures owned by the state. The state and its agencies shall have the right to appeal the state historical commission or any successor agency assuming its responsibilities under G.S. 121-12(a) from any decision of the commission. The current edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall be the sole principle guidelines used in reviewing applications of the state for ~~certificates of appropriateness~~ **COAs**. The decision of the commission shall be final and binding upon both the state and the landmark commission.

(g) **All decisions of the commission in granting or denying a COA may be appealed to the Rowan County Board of Adjustment in the nature of certiorari in accordance with G.S. 160D-1404 and section 21-331 of the**

Rowan County Zoning Ordinance. Appeals from the Board of Adjustment may be made pursuant to G.S. 160D-1402.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-34. Filing of application.

All application procedures for a certificate of appropriateness contained within the commission's adopted rules and procedures shall be recognized.

(Ord. of 3-18-02(1))

Sec. 9.5-35. Appropriations.

The county commissioners are authorized to make appropriations to the commission reestablished pursuant to this article in any amount that it may determine necessary for the expense of the operation of the commission, and may make available any additional amounts necessary for the acquisition, restoration, preservation, operation and management of historic landmarks, or of land on which such buildings or structures are located, or to which they may be removed. The county commissioners shall have the power to accept gifts or donations in the name of the county for historic preservation or designation purposes. Monies appropriated to the commission as of the effective date of this amendment may be used regardless of the funding source.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-36. Certain changes not prohibited.

Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature of a landmark ~~which~~ **that** does not involve a change in design, material or appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, moving or demolition of any such feature ~~which~~ **that** the building inspector or similar official shall certify is required by the public safety because of an unsafe or dangerous condition. Nothing in this article shall be construed to prevent any property owner from making any use of this property that is not prohibited by other law. Nothing in this article shall be construed to prevent (a) the maintenance, or (b) in the event of an emergency, the immediate restoration of any existing above-ground utility structure without approval by the landmark commission.

(Ord. of 3-18-02(1))

Sec. 9.5-37. Delay in demolition of landmarks.

(a) An application for a certificate of appropriateness authorizing the demolition or destruction of a designated landmark, structure or site may not be denied except as provided for in subsection (c) of this section. However, the effective date of such a certificate may be delayed for a period of up to one hundred eighty (180) days from the date of approval. The maximum period of delay authorized by this section shall be reduced by the commission where it finds that the owner would suffer extreme hardship or be permanently deprived of all beneficial use of, or return from, such property by virtue of delay. During such period, the commission

shall negotiate with the owner and with any other parties in an effort to find a means of preserving the building or site. If the commission finds that a landmark has no special significance or value toward maintaining the character of the surrounding neighborhood, it shall waive all or part of such period and authorize earlier demolition or removal.

If the commission has voted to recommend designation of a property as a landmark and final designation has not been made by the county commissioners, the demolition or destruction of any building, site or structure located on the property of the proposed landmark may be delayed by the commission for a period of up to ninety (90) days, or until the county commissioners take final action on the designation whichever occurs first.

(b) The county commissioners may enact an ordinance to prevent the demolition by neglect of any designated landmark. Such ordinance shall provide appropriate safeguards to protect property owners from undue economic hardship.

(c) An application for a certificate of appropriateness authorizing the demolition or destruction of a building, site, or structure determined by the state historic preservation officer as having statewide significance as defined in the criteria of the National Register of Historic Places may be denied, except where the commission finds that the owner would suffer extreme hardship, or be permanently deprived of all beneficial use or return by virtue of the denial.

(Ord. of 3-18-02(1); Amend. of 7-16-07(1))

Sec. 9.5-38. Conflict with other laws.

Whenever any ordinance adopted pursuant to this article requires a longer waiting period or imposes other higher standards with respect to a designated historic landmark, other than are established under any other statute, charter, provision or regulation, this article shall govern. Whenever the provisions of any other statute, charter, provision, ordinance or regulation require a longer waiting period, or impose other higher standards than are established under this article, such other statute, charter, provision, ordinance, or regulation shall govern.

(Ord. of 3-18-02(1))

Sec. 9.5-39. Remedies.

In case any building, structure, site, area or object designated as a historic landmark, pursuant to this article, is about to be demolished, whether as the result of deliberate neglect or otherwise, materially altered, remodeled, removed or destroyed, except in compliance with the ordinance or other provisions of this article the county, the landmark's commission, **or other aggrieved party** by such action may institute any appropriate action or proceedings to prevent such unlawful demolition, destruction, material alteration, remodeling or removal, to restrain, correct or abate such violation, or to prevent any illegal act or conduct, with respect to such building, site, structure, area or object. **The provisions of this chapter may be enforced in accordance with the procedures established in section 21-13 and 21-14 of the Zoning Ordinance. Additionally, administrative decisions may be revoked in accordance with section 21-315 (c).**

(Ord. of 3-18-02(1))

Sec. 9.5-40. Amendments.

The standards of this ordinance may be amended in accordance with sections 21-315 and 21-361 of the Zoning Ordinance with the exception of a courtesy hearing and statement of consistency requirement.

Chapter 14.5 - NUISANCES

ARTICLE I. - IN GENERAL

Secs. 14.5-1—14.5-25. - Reserved.

ARTICLE II. – MANUFACTURED HOME STORAGE

DIVISION 1. - GENERALLY

Sec. 14.5-26. - Title.

This article shall be known and be cited as the "Rowan County Manufactured Home Storage Ordinance" (hereafter referred to as "this article").

(Ord. of 12-18-00(1))

Sec. 14.5-27. - Purpose.

The purpose of this article is to establish guidelines for the dead storage of manufactured homes in the county. These standards are adopted to promote the health, safety and general welfare of the public. It is recognized that inappropriate storage of manufactured homes may have adverse impacts on surrounding areas. This article promotes the accountability and responsibility of owners of property on which manufactured homes are stored, owners of manufactured homes not used as residences as well as persons transporting manufactured homes to storage sites.

(Ord. of 12-18-00(1))

Sec. 14.5-28. - Authority.

This article is adopted under the authority of G.S. 153A-121 and G.S. 153A-140.

(Ord. of 12-18-00(1))

Sec. 14.5-29. - Jurisdiction.

This article governs storage of manufactured homes on all land not part of a municipality or the extraterritorial zoning jurisdiction of a municipality.

(Ord. of 12-18-00(1))

Sec. 14.5-30. - Abrogation.

It is not intended that this article repeal, abrogate, annul impair, or interfere with any existing provisions of any other ordinances or laws.

(Ord. of 12-18-00(1))

Sec. 14.5-31. - Severability.

If any section or specific provision or standard of this article is found by a court to be invalid, the decision of the court shall not affect the validity of any other section, provision or standard of this article.

(Amend. of 10-2-06)

Sec. 14.5-32. - Definitions.

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

Administrative decision **means a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as "ministerial" decisions or "administrative determinations".**

Administrative hearing **means a proceeding to gather facts needed to make an administrative decision.**

Board of commissioners or *board* means the County Board of Commissioners, Rowan County, North Carolina.

County means Rowan County, North Carolina.

Dead storage means to accumulate or keep items or materials not being used for their intended purpose for an extended period of time.

Determination **means a written, final and binding order, requirement, or determination regarding an administrative decision.**

Keeper means an individual or business, which stores manufactured homes.

Manufactured home means as defined in G.S. 143-145, a structure, transportable in one (1) or more sections, which in the traveling mode is eight (8) body feet or more in width, or forty (40) body feet or more in length, or, when erected on site is three hundred twenty (320) or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. "Manufactured home" includes any structure that meets all of the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of HUD and complies with the standards established under the Act.

For manufactured homes built before June 15, 1976, "manufactured home" means a portable manufactured housing unit designed for transportation on its own chassis and placement on a temporary or semi-permanent foundation having a measurement of over thirty-two (32) feet in length and over eight (8) feet in width. "Manufactured home" also means a double-wide manufactured home, which is two (2) or more portable manufactured housing units designed for transportation on their own chassis that connect on site for placement on a temporary or semi-permanent foundation having a measurement of over thirty- two (32) feet in length and over eight (8) feet in width. Travel trailers and campers shall not be considered manufactured homes. The term manufactured home is the same as a mobile home.

Manufactured home, category 1 means a manufactured home, which does not constitute a nuisance. Specifically, such a home shall be structurally sound with all windows, doors and other means of access intact and secured, preventing unauthorized access to the structure. The manufactured home shall also be positioned in generally level position and secured sufficiently to prevent accidental movement of the home.

Manufactured home, category 2 means a manufactured home, which constitutes a nuisance. Specifically the home is in a condition or stored on a fashion that presents a potential threat to the health, safety or welfare of the community.

Nuisance means a use which interferes with the enjoyment and use of property.

Owner means all owners and parties of interest of the real property upon which the manufactured home is located and the owner and all parties of interest of the subject manufactured home.

Planning department means the **Rowan County** planning ~~division of the county environmental services~~ **and development** department.

Planning ~~manager~~ director means the ~~manager~~ **director** of the Rowan County Planning Department who is authorized to supervise the enforcement of or perform the duties and responsibilities ~~[~~of~~]~~ this article.

"Written" or "in writing" **means written communication, including by electronic mail, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.**

~~*Zoning board*~~ ***Board*** *of adjustment* means the Rowan County ~~Zoning~~ Board of Adjustment which is authorized to consider appeals related to the enforcement of this article.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-33. - Fees.

Reasonable fees to cover the administration of this article may be established by the ~~county~~ board of commissioners.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-34. - Enumeration.

The dead storage of a manufactured home for a period of sixty (60) days, unless specifically provided otherwise herein, is declared a violation of this article. In addition, notwithstanding the provisions contained in this article, storage of category 2 manufactured home as defined by this article may be declared a nuisance. This article shall not apply to category 1 manufactured homes for sale by a manufactured home dealer stored on land owned or leased by a manufactured home dealer.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-35. - Enforcement.

(a) The provisions of this article shall be enforced by the ordinance enforcement officers of the ~~county environmental services~~ **planning** department~~, planning division~~, (herein referred to as the "enforcement officer") or other duly authorized personnel. The county and in accordance with the provisions of this article and applicable state law may seek corrective action by issuance of civil citations, notice of abatement or other remedies provided by law.

(b) Initial enforcement activity shall be directed to the owner of the manufactured home in violation of provisions of this article. Reasonable efforts shall be made to determine ownership of

said manufactured homes and these efforts shall be documented in writing by the enforcement officer. In no situation shall efforts to locate the owner of the said manufactured home delay enforcement activity more than thirty (30) days.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-36. - Notice of violation.

Upon determining that there is probable cause to believe that this article has been violated, the enforcement officer shall issue a written notice of violation to the owner or shall initiate proceedings to declare a nuisance as provided by division 2 of this article, if appropriate. If a notice of violation is issued the notice shall state specifically which section of this article has been violated, the date of the violation, the date of issuance of the name and position of the person issuing the notice of violation, what acts are necessary to remedy the violation and a deadline of not more than sixty (60) days from the date of service of the notice of violation for compliance or presentation of a satisfactory course of action to remedy the violation.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-37. - Serving of notice of violations and citations.

Service of notice of violation and citation shall be made by mailing a copy of the same postage prepaid by certified mail, return receipt requested, or in the alternative by the county sheriff's office or such other duly authorized officials and/or representatives allowed by law.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-38. - Civil penalties.

(a) In addition to other remedies cited herein or otherwise provided by state law, this article may be enforced by the issuance of civil citations to the owner by the county. Civil citations shall not be issued until a determination regarding appeals, pursuant to section 14.5-41 of this article, is made by the ~~zoning~~ board of adjustment, or until the deadline for such appeal has passed. These citations shall be in the form of a civil penalty. The county may recover this penalty within seventy-two (72) hours after issuing a citation for a violation. In addition, failure to pay the civil penalty may subject the owner to civil action in the nature of debt if the penalty is not paid in the prescribed period of time. Each manufactured home in dead storage in violation of this article shall constitute a separate and distinct violation under this section.

(b) The following civil penalties are established for violations under this article. Upon issuance of a warning citation, first citation or second citation, the owner or keeper shall have seven (7) days to correct the violation or make satisfactory progress to correct the violation before additional penalties are assessed. Upon issuance of the third citation, each additional day's violation is a separate and distinct offence and shall incur an additional five hundred dollar ($500.00) fine.

Warning citation	No Penalties
First citation for same offence	$100.00
Second citation for same offence	$250.00
Third and subsequent violation for same offence	$500.00

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-39. - Misdemeanors.

Any owner or keeper who keeps a manufactured home in dead storage in violation of this article shall be guilty of a Class III misdemeanor, punishable by a fine of up to five hundred dollars ($500.00) and/or a maximum of thirty (30) days in jail as provided by applicable state law. Each day's violation shall constitute a separate and distinct offense.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-40. - Equitable remedy.

This article may be enforced by an appropriate equitable remedy, injunction or order issued by a court of competent jurisdiction pursuant to G.S. 153A-123.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-41. - Appeals.

Any person with standing under G.S. 160D-1402(c) may appeal an administrative decision to the board of adjustment by ~~Appeals of a notice of violation or other actions, (excluding an order of abatement of the enforcement officer) shall be made in writing~~ **providing written notice** to the clerk to the ~~zoning~~ board of adjustment on forms obtained from the planning department. The appeal must be filed within ~~the thirty-day period following~~ **thirty (30) days of** ~~the date of receipt of said notice of violation or the date of action taken by the ordinance enforcement officer~~ **receiving actual or constructive notice of the determination**. **Appeals from an administrative decision of this chapter shall follow the procedure outlined in section 21-315 and 21-331 of the Zoning Ordinance.** If a written appeal is not made within said thirty-day period, the matter shall be deemed to be closed and the decision of the enforcement officer shall stand.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Secs. 14.5-42—14.5-60. - Reserved.

DIVISION 2. - ABATEMENT OF A NUISANCE

Sec. 14.5-61. - Determination of a nuisance.

(a) *Preliminary investigation.* Whenever a complaint concerning storage of a manufactured home is received or a possible violation of this article is observed by an enforcement officer, the enforcement officer shall conduct a preliminary investigation. If the preliminary investigation discloses the home as a potential nuisance, the enforcement officer shall schedule ~~a~~ **an administrative** hearing. Complaints received from the public shall be made in writing and shall contain the name and address of the complainant.

(b) *Notice.* The enforcement officer shall issue and cause to be served upon the owner a notice of **an administrative** hearing stating the finding of a nuisance. The notice of hearing shall also state that the hearing shall be held before the planning ~~manager~~ **director** at a place specified in the notice of hearing. Owners shall be determined utilizing county tax assessors records and other sources as appropriate. Notice shall be as provided below:

(1) Sent certified mail, return receipt requested to all owners more than twenty (20) days but less than thirty (30) days from the date of the hearing.

(2) Personal delivery of said notice more than twenty (20) days and less than thirty (30) days from the date of the hearing to the property upon which the manufactured home is located. If the owner is present at the site a notice shall be hand-delivered by the codes enforcement to that person.

(3) The ordinance enforcement officer shall affix the notice of hearing in a prominent place upon the subject manufactured home.

(c) ***Administrative*** *Hearing.* The owner shall have the right to file an answer to the complaint or preliminary investigation and appear in person and give testimony at the scheduled hearing. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall be controlling in a hearing before the ~~manager~~ **director**.

(d) *Procedure after the hearing.* After notice and hearing as provided in this subsection, the planning ~~manager~~ **director** shall state in writing his determination whether the manufactured home in question is a category 1 or a category 2 manufactured home. The planning ~~manager~~ **director** shall state in writing the findings ~~of fact~~ supporting the determination. If the planning ~~manager~~ **director** determines that the manufactured home is a category 2 manufactured home and therefore a nuisance he shall issue a notice to abate as provided below. If the planning ~~manager~~ **director** determines the manufactured home is a category 1 manufactured home the enforcement officer may pursue corrective action as provided in division 1 of this article.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-62. - Notice to abate.

(a) *Notice.* When dead storage of a category 2 manufactured home on a property is found to be a nuisance and the county proceeds with a notice of abatement, the enforcement officer shall notify the owner and the occupant of the property where the nuisance is located.

(b) *Issuance of notice.* The notice to abate a nuisance issued under the provisions of this article shall contain:

(1) A statement that the dead storage of a manufactured home or homes on this property constitutes a public nuisance.

(2) A description of the condition, including the number of homes, condition of homes, and condition of the immediate surroundings.

(3) The location of the property on which the nuisance exists, including county tax map and parcel number.

(4) A provision allowing the owner or keeper of the home a thirty-day opportunity to dispose of the home at the Rowan County Landfill at no charge. An additional thirty-day period for disposal (not to exceed a total of sixty (60) days) may be granted by the ~~planner manager~~ **planning director** provided the owner or keeper submits a written request stating the reasons necessary for an extension. The extension request must be received by the planning department prior to termination of the initial thirty-day period.

(5) A statement that unless the condition is not abated or otherwise disposed of within the time period established in subsection 14.5-62(b)(4) from the mailing of the notice, the conditions will be abated and the cost of abatement shall constitute a lien against the property. The notice shall be sent as provided in section 14.5-37.

(c) Appeal of notice of abatement.

(1) Within thirty (30) days of ~~mailing the~~ **receiving actual or constructive** notice to abate, the owner of the property where the nuisance exists **or any person with standing under G.S. 160D-1402(c)** may appeal the findings of the planning ~~manager~~ **director** to the ~~zoning~~ board of adjustment by ~~giving~~ **providing** written notice ~~of the appeal~~ to the clerk to the ~~zoning~~ board of adjustment **on forms obtained from the planning department**. ~~Such appeal will stay the abatement of the nuisance by the enforcement officer until a final determination is made by the board.~~ **Appeals from an administrative decision of this chapter shall follow the procedure outlined in section 21-315 and 21-331 of the Zoning Ordinance.** If no action is taken the county may proceed to abate the nuisance.

(2) If an appeal is taken as provided in this section, the ~~zoning~~ board of adjustment may, after hearing all interested persons and reviewing findings of the planning ~~manager~~ **director**, reverse or affirm that the said storage of category ~~1~~ **2** manufactured homes constitutes a nuisance. If the board determines that the findings of the planning ~~manager~~ **director** are correct and proper, the board shall adopt an ordinance specifically declaring the said dead storage of manufactured home(s) to be a danger to the health, safety and general welfare of the inhabitants of the county and cause such condition to be abated.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Sec. 14.5-63. - Cost of abatement; lien.

(a) *Cost.* The cost of abatement shall reflect the actual costs incurred to the county per the invoice for removal of the category 2 manufactured home including any filing costs and reasonable attorney fees associated with abatement.

(b) *Lien.* After abatement of a nuisance as provided by this article the cost of such abatement shall become a lien against the property from which the manufactured homes were removed.

(Ord. of 12-18-00(1); Amend. of 10-2-06)

Chapter 17 - PLANNING AND DEVELOPMENT

ARTICLE I. - IN GENERAL

Secs. 17-1—17-25. - Reserved.

ARTICLE II. - PLANNING BOARD

Sec. 17-26. - Establishment, jurisdiction.

There is hereby established under the authority of G.S. ~~153A-320 through 153A-324~~ **160D-301** a board to be known as the Rowan County Planning Board whose jurisdiction shall include the area within the boundaries of the county.

(Ord. of 4-4-77, § 1(1); Amend. of 2-5-07; Amend. of 2-18-08)

Sec. 17-27. - Appointment and terms of planning board members.

(a) The planning board shall be composed of nine (9) members who shall be residents of the county.

(b) Planning board members shall be appointed for three-year staggered terms, but members may continue to serve until their successors have been appointed. All terms of office shall end on the thirty-first day of December of a year. Any terms not ending on December thirty-first shall be extended to December thirty-first of that year from and after April 3, 1989. Initially, four (4) members shall be appointed for three-year terms, four (4) members shall be appointed for two-year terms, and three (3) members shall be appointed for one-year terms. Current members who have three-year, two-year or one-year terms remaining shall continue to serve with additional members being appointed to establish the staggered terms of the planning board membership. Vacancies may be filled for the unexpired term only.

(c) Planning board members may be removed by the board of commissioners at any time for failure to attend three (3) consecutive meetings or for failure to attend thirty (30) percent or more of the meetings within any twelve-month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the board of county commissioners shall hold a hearing on the removal before it becomes effective.

(d) If a planning board member moves outside the county, that shall constitute a resignation from the planning board, effective upon the date a replacement is appointed by the board of commissioners.

(Ord. of 4-4-77, § 1(2); Ord. of 4-3-89, § 1; Amend. of 2-5-07; Amend. of 2-18-08; Amend. of 11-19-12)

Sec. 17-28. - Powers and duties.

It shall be the duty of the county planning board to:

1. ~~Make studies of the county and surrounding areas.~~ **Prepare, review, maintain, monitor, and periodically update and recommend to the board of commissioners**

a comprehensive plan, and such other plans as deemed appropriate consistent with G.S. 160D-501, and conduct ongoing research, data collection, mapping, and analysis;

2. ~~Determine objectives to be sought in the development of the study area.~~ **Facilitate and coordinate citizen engagement and participation in the planning process;**

3. ~~Prepare and adopt plans for achieving these objectives.~~

~~4.~~ Develop and recommend policies, ordinances, **development regulations,** administrative procedures and other means for carrying out plans in a coordinated and efficient manner~~.~~**;**

~~5.~~ **4.** Advise the board of commissioners concerning the ~~use and amendment of means for carrying out~~ **implementation of** plans**, including, but not limited to, review and comment on all zoning text and map amendments;**~~.~~

~~6.~~ **5.** Exercise any functions in the administration and enforcement of various means for carrying out plans that the board of commissioners may direct~~.~~**; and**

~~7.~~ **6.** Perform any other related duties that the board of commissioners may direct.

(Ord. of 4-4-77, § 1(3); Amend. of 2-5-07; Amend. of 2-18-08)

Sec. 17-29. - ~~**Acceptance of funds, etc.;**~~ **Grants, contracts, and technical assistance.**

(a) The ~~planning board~~ **county** may accept, receive and disburse in furtherance of its functions funds, grants, and services made available by the federal government or its agencies, the state government or its agencies, any local government or its agencies, and private or civic sources. The ~~planning board, with the concurrence of the board of commissioners,~~ **county** may enter into and carry out contracts with the state or federal governments or any agencies ~~of either~~ **thereof** under which financial or other planning assistance is made available to the county and may agree to and comply with any reasonable conditions that are imposed upon the assistance.

(b) The ~~planning board, with the concurrence of the board of commissioners,~~ **county** may enter into and carry out contracts with any other county, city, regional council or planning agency under which it agrees to furnish technical planning assistance to the other local government or planning agency. The ~~planning board, with the concurrence of the board of commissioners,~~ **county** may enter into and carry out contracts with any other county, city, regional council or planning agency under which it agrees to pay the other local government ~~or planning agency~~ for technical planning assistance.

(c) The county may make any appropriations that may be necessary to carry out an activity or contract authorized by G.S. **160D-502** ~~153A-320 through 153A-378, by G.S. 160A-400.1 et seq., or by G.S. 160A-360 through 160A-458.4~~ or to support, and compensate members of the planning board.

(Ord. of 4-4-77, § 1(4); Amend. of 2-5-07; Amend. of 2-18-08)

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: Aaron Poplin
DATE: 6/11/21
SUBJECT: Consider PE 03-21; Dragon Boat Festival

REQUEST

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the seventh annual Rowan Chamber Dragon Boat Festival on July 24th, 2021 at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,000 people.

RECOMMENDED ACTIONS

1. Receive staff report
2. Petitioner comment
3. Public comment
4. Approve / deny PE 03-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/11/2021	Cover Memo
Site Plan	6/11/2021	Cover Memo
GIS Map	6/11/2021	Cover Memo
application	6/11/2021	Cover Memo

Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341
Main: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: June 11, 2020
RE: **PE 03-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Receive public comments
❒ Discuss request ❒ Approve / Deny / Table **PE 03-21**

REQUEST

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the seventh annual Rowan Chamber Dragon Boat Festival on July 24th, 2021 at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,000 people.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

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

1. The timeliness of the application
   Finding: Planning Staff received this application on May 28th well in advance for consideration on June 21st.

2. The nature of the requested activity
   Finding: This event is a lakeside festival with boat races, games, and food vendors.

3. Previous experience with the applicant.
   Finding: This is the Seventh annual Dragon Boat festival hosted by the Rowan County Chamber of Commerce. The only issues in years past are an increase in vehicle traffic in the area. In 2015 an additional parking area, with trolley shuttle, was added at the corner of Long Ferry Rd and Hedrick Lambe Drive to alleviate parking issues.

4. The time of the event.
   Finding: The event will begin on Saturday July 24th at 8:00am, and end at 4:00pm the same day.

5. Other activities in the vicinity of the proposed event.
   Finding: None to knowledge.

6. Frequency of the event.
   Finding: Annually.

7. Cultural or social benefits of the proposed event.
   Finding: The applicant expects to attract an estimated 3,000 people in hopes of raising money for Rowan County Chamber of Commerce small business programs.

8. The effect of the activity on any adjacent residential area.
   Finding: see attached map of area properties.

9. Previous violations, if any, by the applicant.
   Finding: None.

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

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

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

Dragon Boat Festival • Saturday, July 24, 2021

6480 Long Ferry Road, Salisbury, NC

Exhibitors & Food Vendors

A
- Carolina Home Remodeling
- Everything Vacations
- Your Rowan
- Gold Hill FD Aux
- The Next 56 Days
- VNV Post 909/Veterans

B
- Dumpling Girls
- New Sarum Brewing
- Pelican's SnoBalls
- Hot Dog Shack
- United Beverage
- Cheerwine

C
- Sunshine Beverage
- Shimmer Down
- Yaya's Kitchen
- Country Donutz
- Teriyaki Chicken
- Dolce Italian Ice



Exhibitors & Food Vendors

D
- All American Gutter Protection
- BackCountry & Beyond
- HotWire Communications
- Kona Ice
- KettleBear Kettle Corn
- Leaf Filter North of NC
- Your Way Life Coaching
- High Rock Lake Association

E
- Millers Ferry FD
- Prevent Child Abuse Rowan

ROWAN CHAMBER
Chamber of Commerce
Be an original.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

PE-03-21: Dragon Boat Festival

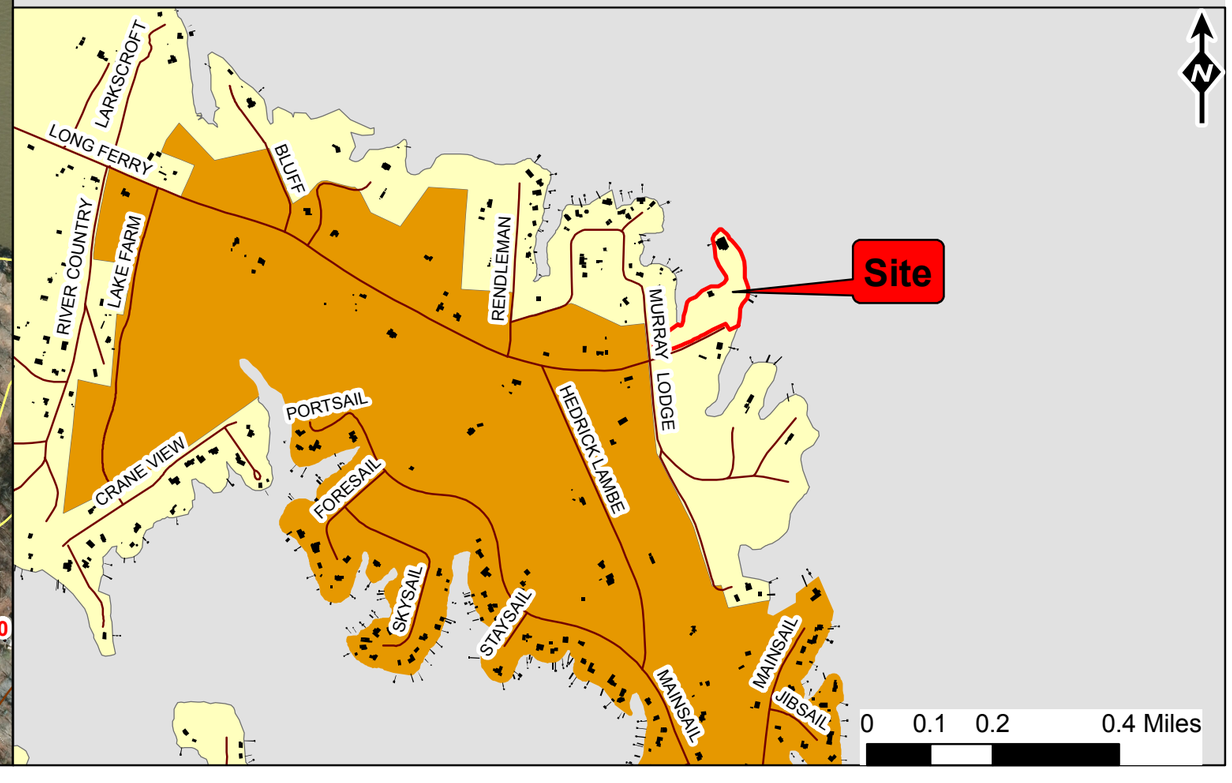
Legend

- Site
- Off Site Parking
- Roads
- Parcels
- Structures

ZONING

- RA
- RS
- CBI





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 # PE 03-21
Date Filed 5/28/21
Received By Aarm
Amount Paid 50
Office Use Only

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Rowan Shrine Club
Signature: Glenn C. Taylor Jr.
Phone: 704-647-2050 Email: gctaylor@carolina.rr.com
Address: 6480 Long Ferry Road Salisbury, NC 28145

APPLICANT / AGENT INFORMATION:

Name: Rowan Chamber of Commerce, Elaine Spalding, President
Signature: Elaine Spalding
Phone: 704-633-4221 Email: espalding@rowanchamber.com
Address: 204 E Innes Street Suite 110 Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 612 003 Size (sq.ft. or acres): 7.9 acres
Location of Event: 6480 Long Ferry Rd Salisbury NC
Current Land Use: Civic Club Zoning District: RA

PURPOSE:

State Purpose of Request:
Dragon Boat Festival is a Chamber fundraiser to support its small business program. Request use of speakers for race announcing and music

Date(s) of event: July 24, 2021 Begin Time: 8 a.m. End Time: 4 p.m.
Anticipated Number of Attendees: 3000

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Board of Commissioners Action: Approved _____ Denied _____ 6. 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: Finance Department
DATE: June 11, 2021
SUBJECT: Financial Reports

Please see financial graphs.

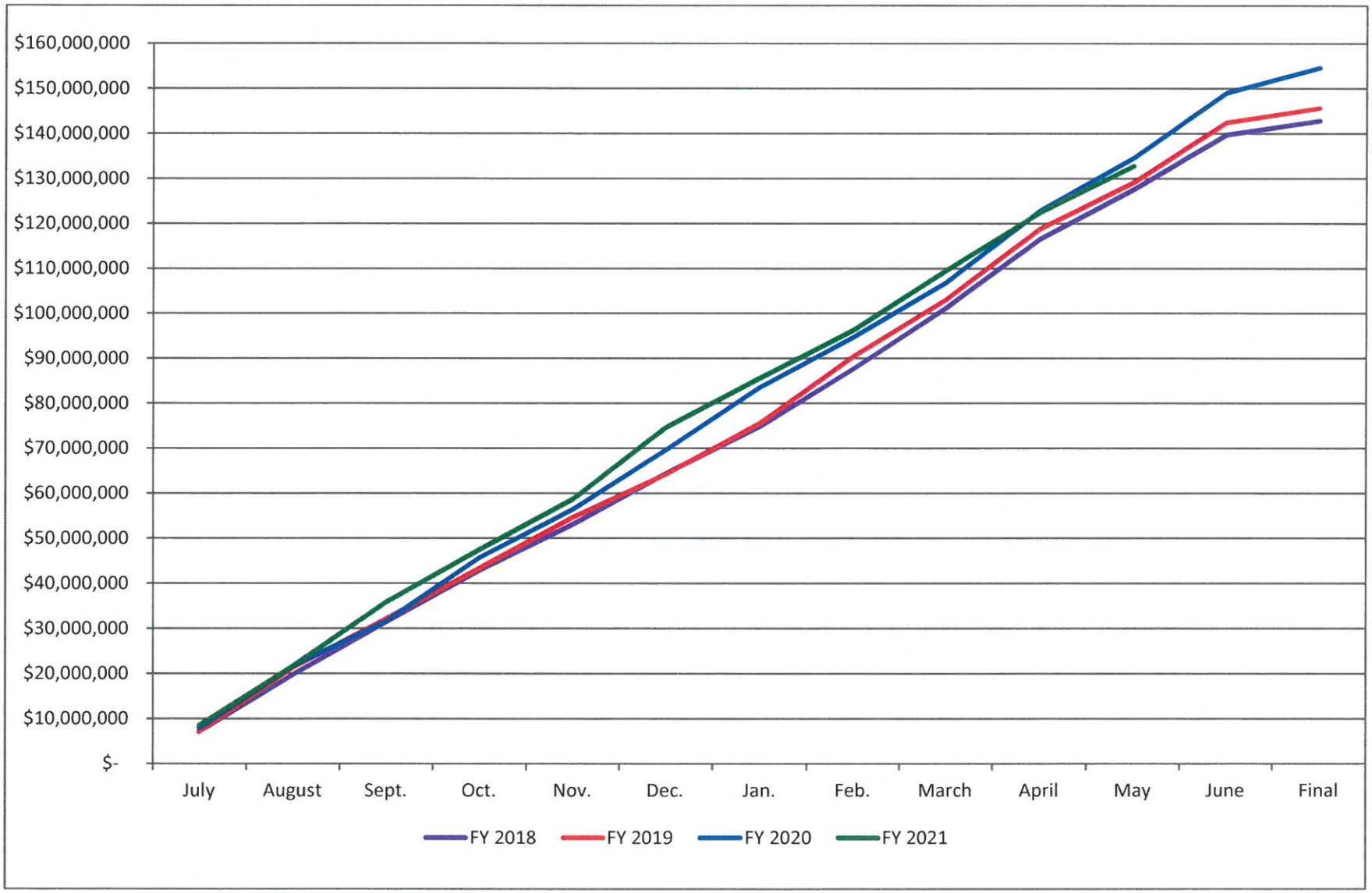
ATTACHMENTS:

Description	Upload Date	Type
Financial Graphs	6/11/2021	Presentation

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

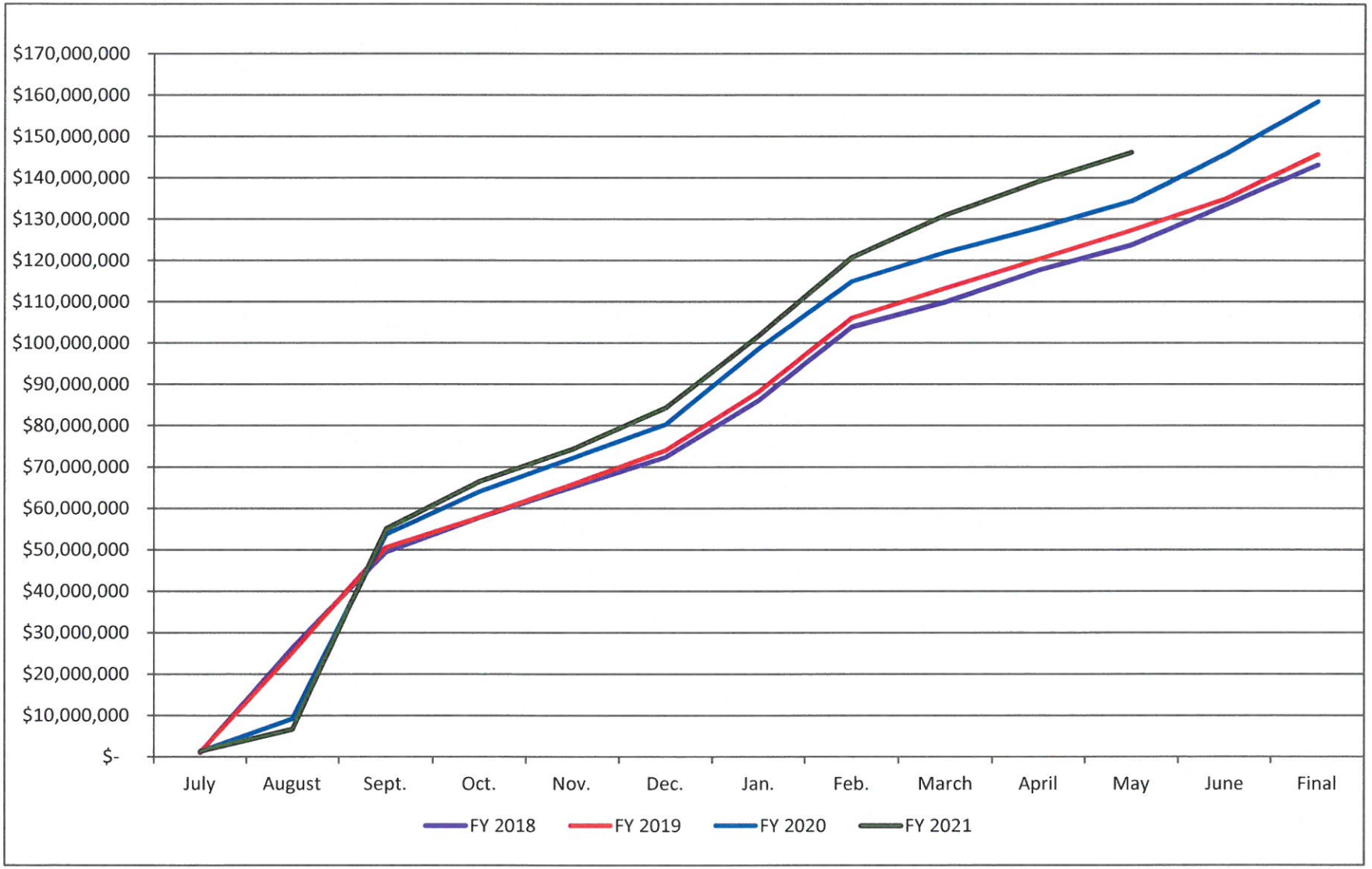
	May
2021	$ 132,686,359
2020	$ 134,482,330
2019	$ 129,011,438
2018	$ 127,448,719



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE REVENUE COMPARISONS

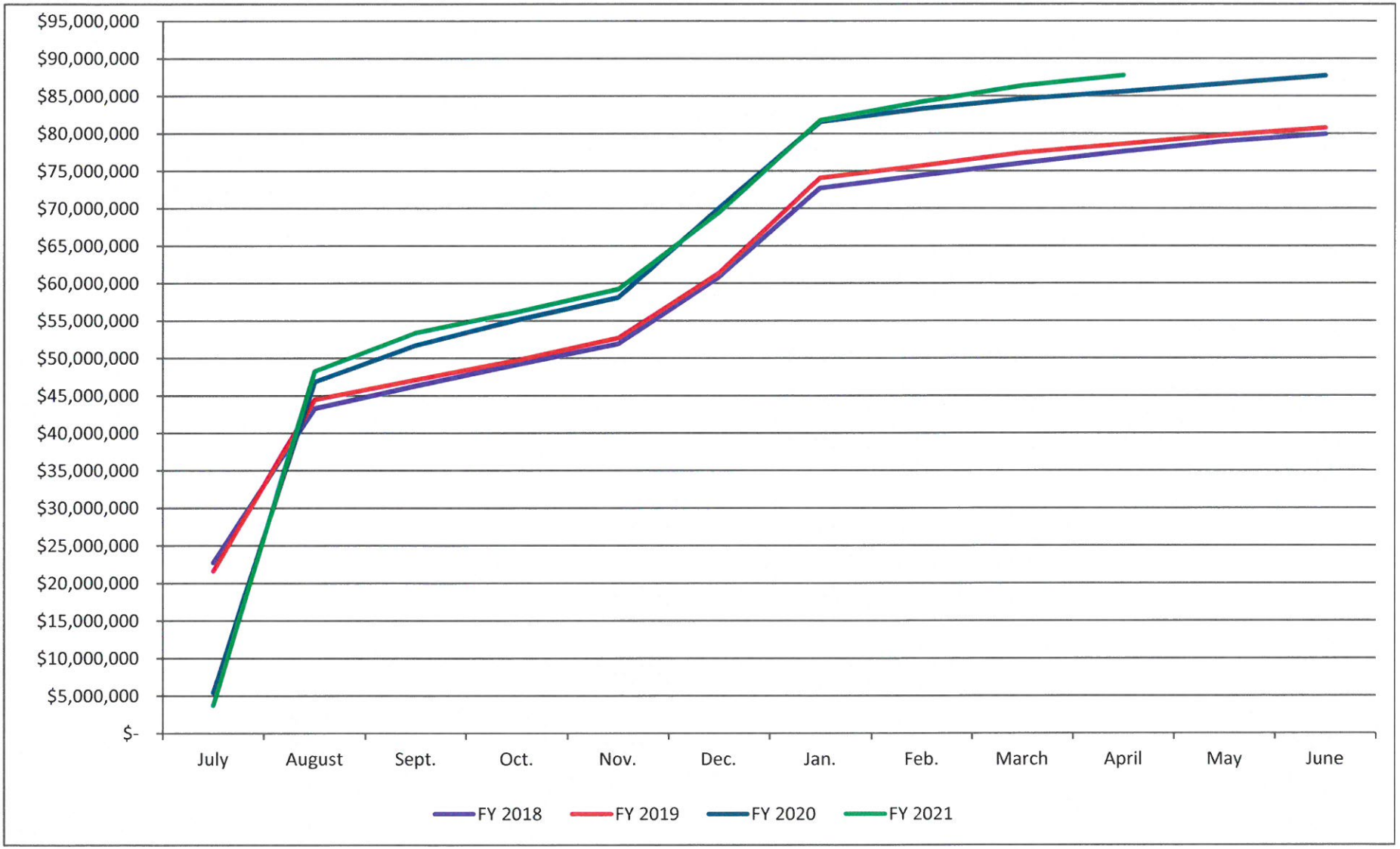
	May
2021	$ 146,138,738
2020	$ 134,246,916
2019	$ 127,209,551
2018	$ 123,636,887



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2018 - 2021

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

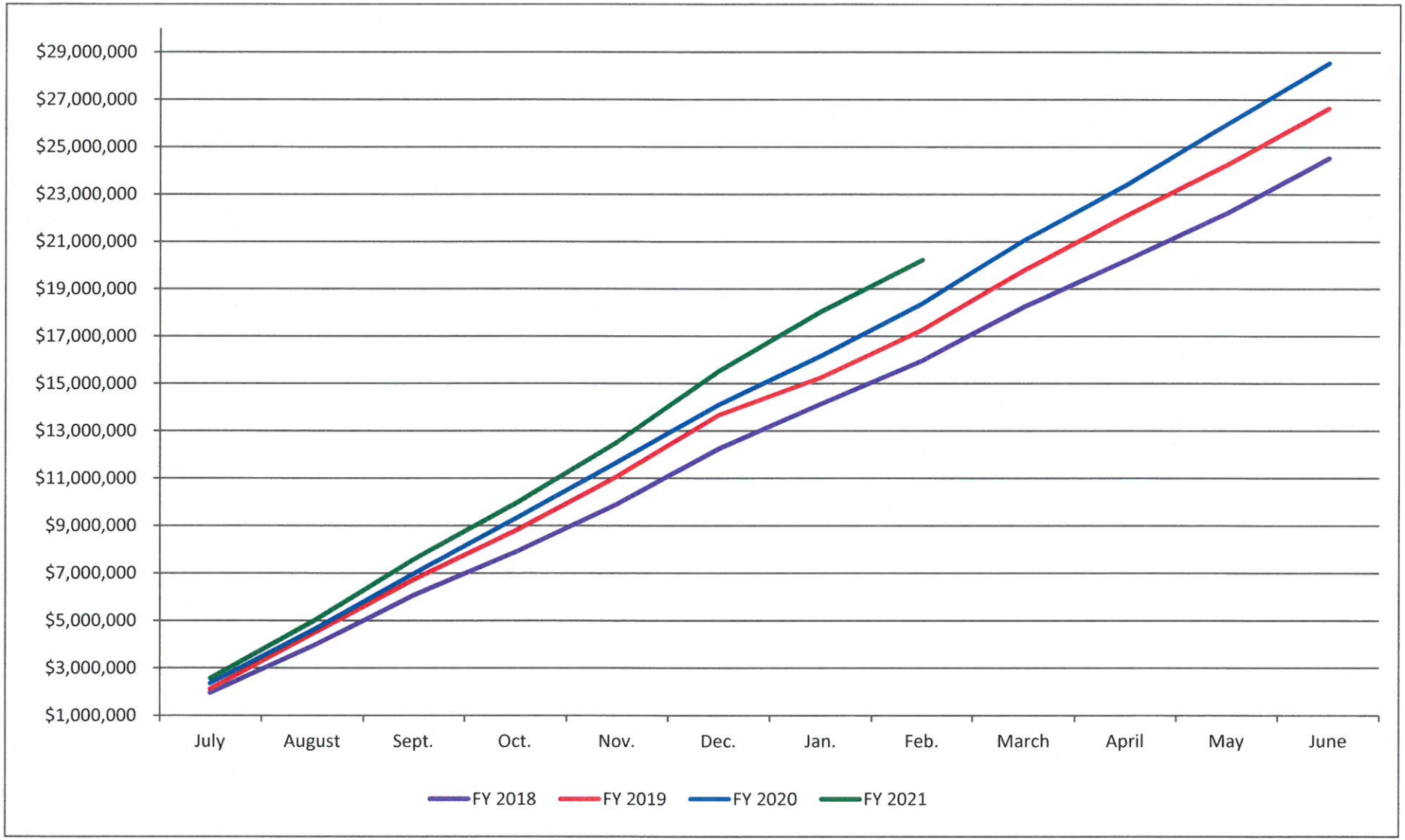
	April	
2021	$	87,713,351
2020	$	85,553,313
2019	$	78,546,679
2018	$	77,543,937



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

ANNUAL CUMULATIVE SALES TAX COMPARISONS

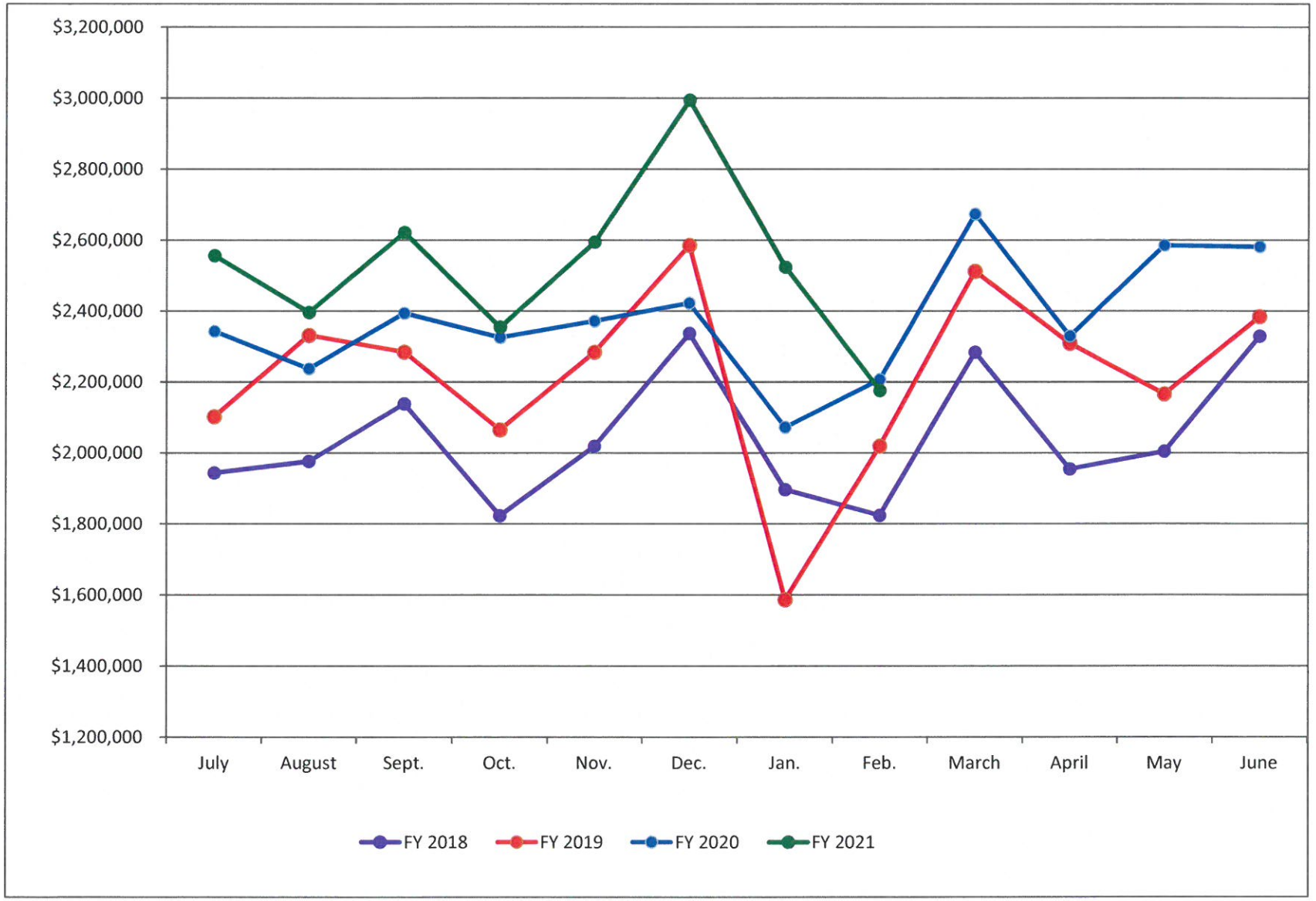
	February
2021	$ 20,210,700
2020	$ 18,364,926
2019	$ 17,248,898
2018	$ 15,947,091



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2018 - 2021

MONTHLY SALES TAX COMPARISONS

February	
2021	$ 2,174,725
2020	$ 2,205,959
2019	$ 2,017,662
2018	$ 1,822,254



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: June 11, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	6/11/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: FINANCE

EXPLANATION IN DETAIL: To remove the remaining 2018 Homeland grant funds due to the inability to utilize while focusing on COVID related issues.

Prepared by: Christina Smith
Date: 06/11/21

BUDGET INFORMATION: Reviewed:_____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Appropriated FB-Unrestricted	R	1143390-495000		53,091
Grant Exp 2018 Homeland	E	1154330-585000-43337		53,091

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # _____
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 6/11/21		Date: _____	Posted by: _____
Signature: J. Howden		Signature:	Approved by: _____

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EM DIVISION
Be an original.
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8900 [f] 704-216-8921

TO: Chris Call
FROM: TJ Brown, EM Division Chief
DATE: May 27, 2021
RE: Vigilance Exercise MOA# 1804-19
CC: Allen Cress, ES Chief
Bradley Dean, Training Officer

Due to a myriad of reasons, largest of which is COVID, we have not been able to fully utilize Grant#: EMW-2018-SS-00053, MOA#: 1804-19, Title: Vigilance Exercise, with a performance period of 9/1/2018 to 2/28/2021.

I appreciate you taking the time to have a discussion with us regarding the ability to continue to expend the funds beyond the documented performance period.

After further review of the MOA, and our lack of ability to formally update the MOA and properly procure services, we are going to de-obligate the remaining funding of this grant.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: FINANCE

EXPLANATION IN DETAIL: To budget interest revenue earned on the FNB Escrow account for Kannapolis City Schools facilities.

Prepared by: Lisa Bevis
Date: 06/07/21

BUDGET INFORMATION: Reviewed:_____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
KCS Interest Revenue	R	3248021-461000	37	
KCS CIP School Facilities	E	3258205-577120	37	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 12-131
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 6/7/21		Date: _____	Posted by: _____
Signature: J. Howder		Signature:	Approved by: _____

Account Inquiry [Rowan County]

Back | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | (0) Attach | Detail | Months | Se

Account

Fund 3200 ... PUB SCHLS
Org 3248021 ... KCSREV
Object 461000 ... INT REV
Project ...

Acct 3200-80-8000-8020-8021-0000-000-4-461000-
Acct name INTEREST REVENUE
Type Revenue
Status Active
Rollup ...
Sub-Rollup ...

☐ Annual Budgeting
☑ MultiYr Fund

4 YEAR COMPARISON | HISTORY | 4 YEAR GRAPH | HISTORY GRAPH

Yr/Per 2021/12	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 20
Original Budget	11,258.25	.00	.00	.(
Transfers In	-11,258.00	.00	.00	.(
Transfers Out	.00	.00	.00	.(
Revised Budget	.25	.00	.00	.(
Actual (Memo)	-37.69	-11,258.25	.00	.(
Encumbrances	.00	.00	.00	.(
Requisitions	.00			.(
Available	37.94	11,258.25	.00	.(
Percent used	-15,076.00	.00	.00	.(

used in 3258021-577086

« < 1 of 2 > »

Display detail information for current account.