ROWAN COUNTY COMMISSION AGENDA
June 7, 2021 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc0607
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Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 925 0382 5147

Password: 060721

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: May 17, 2021, May 26, 2021 and May 28, 2021

1 Consider Approval of Consent Agenda

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

2 Special Recognition

3 Public Comment Period

4 Public Hearing to Consider Z 03-21 & SNIA 04-21: East Coast Developers Co. LLC
5 Public Hearing to Consider Z 04-20 Amendment: Morgan Well
6 Public Hearing: Consider Elimination of Rowan Express Route
7 Public Hearing: FY 2021-22 Proposed Budget
8 Discussion Regarding Proposed FY 2021-22 Budget
9 Task Order 15 McGill Access Road and Utilities Bid
10 Discussion Regarding July Meeting Schedule
11 Litter Report
12 Budget Amendments
13 Consider Approval of Board Appointments

14 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: May 17, 2021
SUBJECT: Consider Approval of the Minutes: May 17, 2021, May 26, 2021 and May 28, 2021

ATTACHMENTS:

Description	Upload Date	Type
May 17, 2021 Minutes	5/25/2021	Cover Memo
May 26, 2021 Minutes	5/28/2021	Cover Memo
May 28, 2021 Minutes	6/1/2021	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 May 17, 2021 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

Absent: Mike Caskey, 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 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds took a moment to express appreciation to the County Manager for his dedication and for the long hours he works.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a topic to Closed Session, which was a request for attorney-client privileged communication to discuss the Mediko Medical Services Agreement.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously (4-0).

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CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the May 3, 2021 and May 6, 2021 Commission Meetings passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:
A. Environmental Health Biweekly Report
B. Fireworks Display
C. Request for Approval in Change of EDC Bylaws
D. Removal of Hiring Freeze
E. Schedule Public Hearing for Z 03-21 & SNIA 04-21: East Coast Developers for June 7, 2021
F. Schedule Public Hearing for Z 04-20 Amendment: Morgan Well, for June 7, 2021
G. Erosion Control Services Contract
H. Proclamation for Motorcycle Safety and Awareness Month

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of citizens across North Carolina and Rowan County; and

WHEREAS, North Carolina has over 195,000 registered motorcycles; and

WHEREAS, it is important that the citizens of North Carolina be aware of motorcycles on our roadways and recognize the importance of motorcycle safety through motorcycle awareness programs like those promoted by the Concerned Bikers Association (CBA) or programs offered during driver's education classes in area high schools; and

WHEREAS, Motorcycle Safety & Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders and to encourage other motor vehicle operators to be cautious and observe motorcycles, especially during their seasonal return to our streets and highways; and

WHEREAS, the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, and motorist awareness of motorcycles sharing the roads of Rowan County and North Carolina, the Charlotte CBA, Rowan-Cabarrus CBA, and the Concerned Bikers Association of North Carolina urge motorists in the County of Rowan to: "Look Twice and Save a Life" MAY = Motorcycle Awareness & YOU.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby recognize the month of May 2021 as Motorcycle Safety & Awareness Month in Rowan County, North Carolina, and urges all citizens to be cautious and to help create an awareness of motorcyclists who share the road.

I. Authorization to Develop RFQ for Long Ferry Rd Corridor Improvements
J. Environmental Health Fees
K. Juvenile Crime Prevention Council FY 20-21 Funding Plan
L. Juvenile Crime Prevention Council FY 21-22 Funding Plan

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2. SPECIAL RECOGNITION – EMS WEEK

Chairman Edds read the following Proclamation, which he put in the form of a motion for approval:

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of May 16-22, 2021, as EMERGENCY MEDICAL SERVICES WEEK with the EMS Strong theme, THIS IS EMS: Caring for Our Communities, and encourages the community to observe this week with appropriate programs, ceremonies, and activities.

The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

A round of applause followed the reading. The Board then presented the Proclamation to Allen Cress, Chief of Emergency Services. The Board also took the opportunity to have a photograph taken with Chief Cress and Sheriff Kevin Auten.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individuals came forward:

- Stacy Gainey said he was present because he had been informed his neighbor was bringing a crowd to the meeting to talk about the Gainey's and their dogs. Mr. Gainey apologized to Commissioner Pierce for the calls his neighbor had made to Commissioner Pierce.

  Commissioner Pierce said he was aware of the situation and the conversations that had taken place. Commissioner Pierce said he was also aware that Mr. Gainey had complied with the requests from Animal Services and there was nothing further the County could do. Commissioner Pierce said the neighbor had complained about the odor from the dogs in addition to their barking. Commissioner Pierce reiterated there was nothing more that could be done.

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Mr. Gainey explained he was only present to defend his property in the event the neighbor had attended to the meeting complain.

- Ashley Gainey said their nearest neighbor was present to speak on behalf of the Gainey's and to confirm their dogs were not a nuisance to neighboring properties.

- Johnny Brooks, a neighbor to the Gainey's, said he had no issues with the Gainey's dogs.

With no one else coming forward, Chairman Edds closed the Public Comment Period.

4. QUASI-JUDICIAL HEARING CUP 14-99 AMENDMENT

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the hearing for CUP 14-99 Amendment to be in session. Chairman said the hearing would focus on an application submitted by Rowan County Power to add a pole barn to their power generation facility on Tax Parcel 822 007 located at 5755 NC 801 Highway.

Carolyn Barger, Clerk to the Board, swore in those wishing to provide testimony in the case.

Aaron Poplin, Planner, presented the Staff Report (Exhibit B) and provided a power point (Exhibit C) as he discussed the case.

Mr. Poplin recalled that on August 17, 1999, the Board of Commissioners approved a conditional use permit (CUP 14-99) to allow for an electrical power generation facility at 575 NC 801 Highway, further referenced as Tax Parcel 822-007. There were subsequent amendments to the conditional use permit (CUP) over the years, including new turbines and warehouse expansion.

The current property owner, Rowan County Power, LLC, was proposing a 3200 square foot pole barn for equipment storage. The expansion was entirely inside the existing operational area and required an amendment to the CUP.

Using the power point (Exhibit C), Mr. Poplin showed the site in question, as well as the surrounding properties. Mr. Poplin also reviewed the CUP requirements and Evaluation Criteria contained in the Staff Report (Exhibit B).

Mr. Poplin provided example findings of fact (Exhibit D), and he stated the Board must adopt facts supporting the findings of fact based on the criteria as reviewed.

Commissioner Pierce inquired if the building would have electricity and Mr. Poplin said he was unsure.

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Chairman Edds called those forward that had been sworn to provide testimony in the case:

- David Mohan of Southern Power Company, Project Manager, addressed the earlier question from Commissioner Pierce and confirmed the pole barn would have lighting. Mr. Mohan said he was present to answer any questions the Board might have.

  Chairman Edds thanked Mr. Mohan for the investment Souther Power Company had made in Rowan County, as well as for being great neighbors and contributors to the community.

With no one else having been sworn to provide testimony, Chairman Edds closed the public hearing.

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

FACT: This request complies with all seven (7) specific requirements identified in section 21-60 (4)(a) for Electric Services.

FACT: The proposed structure is subject to compliance with applicable building code standards.

The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

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

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

The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

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

Fact: The proposed building is within the existing operational area and not visible from adjoining properties.

The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

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Commissioner Klusman moved to approve CUP 14-99 Amendment. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

At this point, Chairman Edds mentioned that Commissioner Caskey was not present because he was currently serving in the National Guard. Chairman Edds asked the Board to keep Commissioner Caskey in their prayers. Chairman Edds said Commissioner Caskey was also a police officer in Charlotte and he expressed appreciation for Commissioner Caskey's public service and encouraged others to thank him, as well.

5. BUDGET AMENDMENTS

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

- Finance – Budget for the Emergency Management FY 21 Tier II Grant for Disaster Preparedness (accepted by the Board of Commissioners on 4-19-21). $1,000
- Finance – Budget projected additional restricted sales tax for Public School capital outlay. $1,500,000
- Fund 201 – Fire Districts – Increase budget to cover Fire Districts' tax turnover for the rest of the fiscal year. $397,000
- Sheriff – Recognize accounts containing excess revenue and budget to expense account that was underfunded. $13,594

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

6. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of April 2021. $122,338,852
- Annual Cumulative Revenue Comparisons as of April 2021. $139,114,665
- Annual Cumulative Current Year Property Tax Comparisons as of March 2021. $86,331,943
- Annual Cumulative Sales Tax Comparisons as of January in FY '2021. $18,035,975
- Monthly Sales Tax Comparisons as of January in FY '21. $2,523,217

7. CLOSED SESSION

Chairman Edds moved at 6:27 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on April 19, 2021, and North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding

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OpenBroadband contract, Opioid Litigation and Mediko Medical Services Agreement. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Klusman moved the Board return to Open Session at 7:19 p.m. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Chairman Edds moved to approve general terms for early termination of Mediko contract with the Sheriff's Department to include a $50,000 credit to Rowan County and subject to final release agreement. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:19 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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

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

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
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MINUTES OF THE SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS HELD VIRTUALLY ON MAY 26, 2021 – 4:00 PM

Participating: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Craig Pierce, Member
Judy Klusman, Member

Absent: Mike Caskey, 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 participating remotely.

Chairman Edds convened the meeting at 4:02 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA
Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the agenda passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

A. Schedule Public Hearing – Elimination of Rowan Express In Order to Increase Transportation for Life-Sustaining Services
B. Submission of NC Science Museum Grant
C. Contract With WellPath, LLC for Inmate Healthcare Services

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2. SUBMISSION OF PROPOSED BUDGET FOR FY 2021-22 AND SCHEDULING OF PUBLIC HEARING FOR PROPOSED BUDGET

Prior to the meeting, County Manager Aaron Church provided the Board of Commissioners with the proposed budget for FY 2021-22. The budget was also made available via the following link:

https://rowancountync.sharefile.com/d-sa3e6ddc531bb478b9c28690f0646c324

Commissioner Klusman moved to set the public hearing regarding the proposed budget for the first meeting in June (June 7, 2021 at 3:00 p.m.). The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Commissioner Klusman moved to set the rules for the public hearing as follows: The length of comment for each speaker will be limited to three (3) minutes to address the Board and comments shall be restricted to the subject of the hearing as advertised. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

3. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 4:08 p.m. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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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 SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS HELD VIRTUALLY ON MAY 28, 2021 – 3:30 PM

Participating: 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 participating remotely.

Chairman Edds convened the meeting at 3:30 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA

- Chairman Edds stated the Board had received a request from the County Attorney to add an item regarding Mediko and early termination of the Mediko Detention Center medical services contract.

  Commissioner Pierce moved, Commissioner Greene seconded and the vote to add the Mediko early termination release agreement passed unanimously (5-0).

- Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the agenda as amended passed unanimously (5-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (5-0).

The Consent Agenda consisted of the following:

A. Requesting Approval to Apply for FY22 5310 Transit Grant Funding

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ADDITION

Early Termination of The Mediko Detention Center Medical Services Contract

Chairman Edds moved to approve the Contract Amendment Release Agreement that calls for Mediko to cease services May 31, 2021, Rowan County pay outstanding invoices less a $50,000 credit to the County as final settlement for any claims related to staffing levels, and each party release the other from any claims related to the contract and staffing levels. The motion was seconded by Commissioner Pierce and carried unanimously (5-0).

2. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 3:34 p.m. The motion was seconded by Commissioner Pierce and passed unanimously (5-0).

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: Casey Robinson, Assistant Tax Collector
DATE: March 18, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
April 2021 Tyler Refunds	5/18/2021	Cover Memo
April 2021 AS400 Refunds	5/18/2021	Cover Memo
March 2021 VTS Refunds	5/18/2021	Cover Memo

APRIL 2021 TYLER REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
BANK OF AMERICA	CORELOGIC, INC AGENT FOR BOA DISBURSEMENT	3001 HACKBERRY RD.		IRVING	TX	75063-0156	1010 AMBERLIGHT CIR	325I071	61.04
BB CLARK		3625 E RIDGE RD		SALISBURY	NC	28144	547 HEILIGTOWN RD	052 039000003	7.84
BRANSON PETHEL ATTY.		122 N. LEE ST.		SALISBURY	NC	28144	1001 N CANNON BLVD	150 220	228.96
BROADWAY 460 LLC	OFFICE EQUIP & SECUIRTY EQ	1555 NC HWY 152 W		CHINA GROVE	NC	28023	4185 STATESVILLE BLVD	169774	43.05
CART WORKS INC		10185 OLD CONCORD RD		CHINA GROVE	NC	28023-8638	10185 OLD CONCORD RD	164815	17.40
CARVAJAL INGRID		1428 BOTTLE BRUSH LN		HARRISBURG	NC	28075	105 DOGWOOD DR	120 128	9.68
CORELOGIC TAX SERVICES		3001 HACKBERRY RD		IRVING	TX	75063	210 KESLER HILL DR	806 026	132.20
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063-0156	1050 WINDING BROOK LN	426 122	4,171.53
CORELOGIC TAX SERVICES, LLC		3001 HACKBERRY RD.		IRVING	TX	75063-0156	1010 AMBERLIGHT CIR	325I071	3.56
COSTNER LAW OFFICE		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	PERSONAL PROPERTY	131068	66.33
DANIEL B HEFNER PLUMBING CO LLC		5527 RACINE AVE		CHARLOTTE	NC	28269-4671	0 FREEZE RD	246 171	592.62
DANIEL B HEFNER PLUMBING CO LLC		5527 RACINE AVE		CHARLOTTE	NC	28269-4671	SMITH RD	166536	89.46
DANIEL B HEFNER PLUMBING CO LLC		5528 RACINE AVE		CHARLOTTE	NC	28269-4671	172 RAE LN	246 178	50.54
DANIEL B HEFNER PLUMBING CO LLC		5529 RACINE AVE		CHARLOTTE	NC	28269-4671	0 SMITH RD	246 330	124.48
DANIEL B HEFNER PLUMBING CO LLC		5530 RACINE AVE		CHARLOTTE	NC	28269-4671	146 RAE LN	246 359	6.22
EAGLE KAREN HURLOCKER & HSB	EAGLE JEFFREY GLENN	224 PINE CHURCH LN		SALISBURY	NC	28146	0 PINE CHURCH LN	608 204	3.51
ESTATE OF ALSON E FORTSON		PO BOX 222		ENKA	NC	28728	345 LARGE AVE	357D304	1.17
FULMAN COMPANY LLC		425 S FULTON ST		SALISBURY	NC	28144	120 W STEELE ST	011 139	6.40
FULMAN COMPANY LLC		425 S FULTON ST		SALISBURY	NC	28144	2129 AIRPORT RD	468 145	4.59
FULMAN COMPANY LLC		425 S FULTON ST		SALISBURY	NC	28144	209 CEDAR DR	468 146	4.42
FULMAN COMPANY LLC		425 S FULTON ST		SALISBURY	NC	28144	207 CEDAR DR	468 147	4.78
FULMAN COMPANY LLC		425 S FULTON ST		SALISBURY	NC	28144	205 CEDAR DR	468 148	4.78
GRIER MICHAEL T & WF	GRIER DORETHA G	452 DRESDEN PL SW		CONCORD	NC	28025	601 E 23RD ST	161 190	150.00
HAMILTON CURTIS L		125 RED MAPLE DR		KANNAPOLIS	NC	28081-7962	PERSONAL PROPERTY	111719	40.00
HOWARD PATRICIA REYNOLDS		117 ASHLEY DR		SALISBURY	NC	28147-8255	PERSONAL PROPERTY	116954	26.39
ISAACS SARAH ELLEN		10340 UNITY CHURCH RD		MOORESVILLE	NC	28115-7367	10340 UNITY CHURCH RD	238 103	10.06
JOHNSON ERVIN		128 W 15TH ST		SALISBURY	NC	28144	128 W 15TH ST	004 064	500.00
JOHNSON FRANCIS & WF	JOHNSON REGINA R	PO BOX 2395		SALISBURY	NC	28145	2412 MOORESVILLE RD	459 229	1,897.26
KATHRYN BRINGLE CHP 13 TRUSTEE	RE: 19-51216	P0 BOX 2115		winston salem	NC	27102-2115	405 SHAVER ST	028 148	16.13
LONG TAMARA DIANE		1752 MASON CIR		SURFSIDE	SC	29575	PERSONAL PROPERTY	126527	4.87
MCMILLIAN, PSAROUDIS & MARKEY PA		6101 CARNEIGE BLVD STE 310		CHARLOTTE	NC	28209	1428 W MONROE ST	005 16903	9.30
MILLER CHARLIE L JR & WF	MILLER KAY	170 HAPPY HOLLOW RD		ROCKWELL	NC	28138	170 HAPPY HOLLOW RD	422A072	825.74
MOFFITT DESIREE		640 REDLEAF LN		CHINA GROVE	NC	28023-9699	PERSONAL PROPERTY	132404	6.57
NATIONSTAR MORTAGE		C/O LERETA-TEXAS OPERATIONS	PO BOX 35605	DALLAS	TX	75235-9788	1450 HARRISON RD	451 107	804.28
OSTERHUS OUTDOORS		175 LANDMARK DR		SALISBURY	NC	28146	805 KLUMAC RD	060 086	51.68
OWENS TAMMY LYNN	HEMENWAY LIBBY OWENS	1631A NEW JERSEY CH RD		LEXINGTON	NC	27292	PERSONAL PROPERTY	137077	59.99
PENNINGTON MEGHAN		635 CONCORDIA CHURCH RD		CHINA GROVE	NC	28023-8759	PERSONAL PROPERTY	138633	68.79
PRYOR KIM HARTSELL		PO BOX 306		GRANITE QUARRY	NC	28072-0306	316 ACKERT AVE	005 01403	665.64
RCTC 148 152 REFUND ERROR		NA		NA	NA	NA	1004 W B ST	148 152	12.32
RCTC 161 203	OSG RTN ACH	NA		NA	NA	NA	201 E 22ND ST	161 203	2,452.62
RCTC 468 203 2017-2018		NA		NA	NA	NA	0 AIRPORT RD	468 203	394.57
REVERSE MTG SERVICING DEPT		C/O LERETA-TEXAS OPERATIONS	PO BOX 35605	DALLAS	TX	75235-9788	202 ROWAN MILL RD	461A059	305.00
ROBINSON CAROL M		195 CLOUD TOP LN		MOORESVILLE	NC	28115	195 CLOUD TOP LN	215B061	2,693.15
ROBINSON CAROL M		195 CLOUD TOP LN		MOORESVILLE	NC	28115	205 CLOUD TOP LN	215B062	540.07
ROBINSON CAROL M		195 CLOUD TOP LN		MOORESVILLE	NC	28115	0 CLOUD TOP LN	215B063	108.01
SMITH KACY C		9360 COOL SPRINGS RD		WOODLEAF	NC	27054-9601	9935 COOL SPRINGS RD	811 015	9.30
SOUTHWESTERN ENTERPRISES		PO BOX 475		CARSON	CA	90745	0 DEER VALLEY RD	425 026	231.10
STRINGER BETTY		2100 BETRY PL		RALEIGH	NC	27603-3980	PERSONAL PROPERTY	153225	21.29
SYKES TONYA		10028 UNITY CHURCH RD		MOORESVILLE	NC	28115	340 DAWSON DOWNS LN	238A025	100.00
THE MCCALL LAW FIRM PC		2626 GLENWOOD AVE STE 390		RALEIGH	NC	27608	PERSONAL PROPERTY	988535	168.00
WATERS TERRI	DANIEL DIANNE	191 KIRKPATRICK RD		TAYLORSVILLE	NC	28681-8046	1830 1ST ST	014 238	98.16
WILLIAMS THOMAS LEO &WF	WILLIAMS CINDY PATTERSON	179 LITTLE CREEK LN		MOCKSVILLE	NC	27048	0 FOSTER RD	709 078	138.75

Tonya Parnell

Tax Collections Manager

WYRICK JASON CHAD		1123 HASTINGS CT		CHINA GROVE	NC	28023	PERSONAL PROPERTY	162802	8.62
								TOTAL:	**$ 18,052.22**

APRIL 2021 AS400 REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	OWNER ID	REFUND
LEFFLER BENNIE CURTIS		435 DEAL RD		MOORESVILLE	NC	28115-9569	1998 OAKWOOD 14X80	6140753	108.01
GARNER CURTIS EDWARD		1314 KENLY ST		SALISBURY	NC	28144-3822	2012 NISS 4S	6348713	93.74
LEFLER BENNIE CURTIS		435 DEAL RD		MOORESVILLE	NC	28115-9569	1998 OAKWOOD 14X80	6140753	109.72
MANGUM MICHAEL		185 DAWN ST		SALISBURY	NC	28147-9321	CLASS SP ASM# 000	702077	3.30
								TOTAL:	**$ 314.77**

Tonya Parnell

Tax Collections Manager

MARCH 2021 VTS REFUNDS

TAXPAYER NAME	Address_1	Address_2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
ALOI, JOHN FRANCIS	5208 GRANDEUR DR		SALISBURY	NC	28146	Tag Surrender	141214284	12.56
BAILEY, MARLA SCHOTT	2007 WEBB RD		SALISBURY	NC	28146	Vehicle Sold	141286622	12.58
BOLLE-BAILEY, PATRICIA CELESTE	318 TRAPPERS RIDGE DR		ROCKWELL	NC	28138	Vehicle Sold	142103870	52.23
BUTLER, WAYNE ALLEN JR	1220 ST STEPHEN CHURCH RD		GOLD HILL	NC	28071	Situs error	282274244	21.32
COBB, KENNETH MICHAEL	303 FERRIS AVE		ROCKWELL	NC	28138	Vehicle Sold	211930002	43.69
COBB, MICHELLE SHERMAN	2003 ANGELA LN		KANNAPOLIS	NC	28083	Vehicle Sold	214207275	122.74
COX, JAMES RONALD	3765 STOKES FERRY RD		SALISBURY	NC	28146	Tag Surrender	142022286	71.31
DANDRO, JAMES WALTER	1402 W A ST		KANNAPOLIS	NC	28081	Vehicle Sold	214207341	259.11
DEATON, MELISSA BRADSHAW	PO BOX 584		FAITH	NC	28041	Vehicle Sold	141286634	17.94
FORTSON, CARL DEAN	5035 STOKES FERRY RD		SALISBURY	NC	28146	Vehicle Sold	141941214	25.00
FOWLER, LANNY DARWIN	2550 EMANUEL CHURCH RD		ROCKWELL	NC	28138	Vehicle Sold	141286624	12.53
GORDON, DESHAN SUE	370 EASTSIDE DR		CHINA GROVE	NC	28023	Vehicle Sold	141941204	50.45
GORDON, DESHAN SUE	370 EASTSIDE DR		CHINA GROVE	NC	28023	Vehicle Sold	141941206	11.86
GRAVELY, EVERETTE GILFORD	260 RED FOX RUN		SALISBURY	NC	28147	Vehicle Sold	142805496	232.46
GRAVELY, EVERETTE GILFORD	260 RED FOX RUN		SALISBURY	NC	28147	Vehicle Sold	142805494	42.74
HALL, CASIE LEIGH	729 SIDES RD		SALISBURY	NC	28146	Situs error	282104052	45.38
HINK, DANIEL RICHARD	14620 OLD BEATTY FORD RD		GOLD HILL	NC	28071	Vehicle Sold	141136962	538.60
HUTCHINSON, LINDA DIANE	107 DIXON DR		SALISBURY	NC	28146	Vehicle Totalled	142804920	27.54
INGRAM, KAREN COOK	780 GIN RD		GOLD HILL	NC	28071	Vehicle Sold	141286636	24.67
JACOBS, WILLIAM STANLEY JR	2835 AGNER RD		SALISBURY	NC	28146	Over Assessment	141868368	29.01
JONES, SAMUEL LAWRENCE	895 BARGER RD		SALISBURY	NC	28146	Tag Surrender	142804854	12.73
KAYSER, ELMORE EVANS JR	119 BIRKDALE DR		SALISBURY	NC	28144	Vehicle Sold	211929996	4.31
LINEBERGER, KEVIN AULTMAN	700 BERNHARDT RD		SALISBURY	NC	28147	Tag Surrender	141392656	172.49
LOVE, JAMES RONALD JR	9333 WRIGHT RD		KANNAPOLIS	NC	28081	Vehicle Sold	141469478	47.13
MANNING, CECIL RAYMOND III	253 GRANITE LN		CHINA GROVE	NC	28023	Tag Surrender	141469534	76.25
MORGAN, GAYNELLE FULK	1320 LEGION CLUB RD		SALISBURY	NC	28146	Vehicle Sold	141286640	204.54
MORGAN, JOHN HOWARD	750 RIVERWALK DR		SALISBURY	NC	28146	Vehicle Sold	140959022	20.63
NAVES, JASON JAGGER	697 MAPLE RIDGE CIR		SALISBURY	NC	28147	Vehicle Sold	141286628	14.23
NEIL'S PAINT & BODY SHOPINC	1685 KLUTTZ RD		SALISBURY	NC	28146	Vehicle Sold	141941226	5.98
PAYTON, MARTY WESLEY	601 AZALEA LN		CHINA GROVE	NC	28023	Vehicle Sold	140959018	183.39
RAMSEY, ALAN YATES	135 SAINT MARY AVE NW		CONCORD	NC	28025	Situs error	285610392	33.75
REICHENBERG, JOY RAE	1175 HUCKLEBERRY LN		ROCKWELL	NC	28138	Vehicle Sold	141392534	111.61
RUMMAGE, TIMOTHY ROY	PO BOX 705		GRANITE QUARRY	NC	28072	Tag Surrender	142022654	30.90
SCARBOROUGH, JOSHUA RYAN	1522 HIGHFIELD CT		WINDSOR	CO	80550	Vehicle Sold	141787144	127.34
TAGGART, SEAN PATRICK	370 BONAVENTURE DR		SALISBURY	NC	28147	Vehicle Sold	141469474	17.09
TAYLOR, LEWIS BOYCE	315 LASH DR APT 104		SALISBURY	NC	28147	Vehicle Sold	213155829	7.94

Tonya Parnell

Tax Collections Manager

WALSH, CAROLE JUNE	728 KLUMAC RD	TRINITY OAKS APT 106-A	SALISBURY	NC	28144	Vehicle Sold	142804848	72.55
WHITE, CHONITA SMITH	PO BOX 1732		SALISBURY	NC	28145	Vehicle Sold	141286714	5.56
WHITEHEAD, MARY KINSER	201 ACADEMY ST		CLEVELAND	NC	27013	Vehicle Totalled	211577721	81.45
WIKE, DARREN CHARLES	PO BOX 663		FAITH	NC	28041	Vehicle Sold	141286710	162.12
WORSTELL, JAMES EDWARD II	9 HILLCREST DR		MARYSVILLE	OH	43040	Reg . Out of state	142804876	231.76
							TOTAL:	**$ 3,277.47**

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: Amy-Lynn Albertson
DATE: 5/19/2021
SUBJECT: Rowan County 4H NRA Grant

The Rowan County 4H Shooting Sports Program would like permission to accept grant awards from the NRA Foundation in the form of ammunition and

$144.00 to buy Clay Targets for skeet practice.

ATTACHMENTS:

Description	Upload Date	Type
NRA Grant Submission	5/19/2021	Cover Memo
Value of NRA grant	5/19/2021	Cover Memo

State Fund Grant Application

Project Title

Title this project in 10 words or less

Rowan County 4-H Shooting Sports Program

*Note: The Answer to the Question Below Determines What Questions Will Be Asked Throughout the Remainder of the Application. Changing this Answer will affect the Application Form Below.

A Capital Improvement includes projects that seek to improve a facility, including clubhouse or classroom improvements, commercial grade trap machines, or any other permanent improvement to an organization's property. This does NOT include most JROTC/ROTC air rifle ranges.

Which Best Describes This Grant Request?

Series of Events/Recurring Program

Applying Organization

Instructions:

- Please first attempt to link your organization to this application. You can use the field below to search for your organization in our system. If you cannot find it, please select ***Other*** and then complete the required information.

If you cannot find your organization, please select "Other" and enter your details below.

Search for my Organization

Search Organization via name, or TID

Rowan County 4-H Shooting Sports - 01-0609507

Name

Tax ID

Request Contact Information

First Name

Laura

Last Name

Allen

Email

Correspondence regarding this request will sent to this email account

lahoffne@ncsu.edu

Secondary Email

Correspondence regarding this request will sent to this email account in addition to the one listed above.

alalbert@ncsu.edu

Phone

(xxx) xxx-xxxx

704-216-8970

Phone Extention

Phone Type

Office

Title/Position within Organization

Rowan County 4-H Agent

Grant Proposal Information

Overview of the Program

Please give a brief overview of the program associated with this grant request.

The Rowan County 4-H Shooting Sports Program consists of two 4-H clubs that focus on shooting sports. These clubs are the Hot Shots 4-H Club, which began in 2007, and the Lead Drivers 4-H Club, which began in 2019. The Hots Shots 4-H Club meets once a month at the Rowan County Wildlife Association and the Lead Drivers 4-H Club meets 2 times a month at a backyard/concealed carry range known as B&B Enterprises. Both of these 4-H clubs have numerous volunteer leaders who are trained to teach 4-H'ers ages 8-18 (as of their birthday on January 1) about proper firearm safety and shooting techniques. More specifically, youths focus their learning to the areas of rifle, shotgun, pistol, air pistol (primarily), and also in muzzleloading, hunter skills and archery. In 2020, the Hots Shots 4-H Club consisted of 23 youths and 6 volunteers and the Lead Drivers 4-H Club had 38 youths and 9 volunteers. The youths engaged in these clubs are both from rural and urban areas of Rowan County and we currently have a few members who live in a surrounding county. The youths served in these clubs come from various backgrounds; some from families with much shooting experience and some from families with little to no shooting experience. Some of the youths have their own firearms, many do not. Our youths often have limited to no funding to be able to purchase their own firearms, ammunition or supplies. There is a lot of interest in the shooting sports program in our county and this program continues to grow. With growth and with the financial constraints of many of our members, it's important for us to seek funding to continue this wonderful program where youths learn skills that they can use for a lifetime.

Detailed Description for this Project

Please provide a detailed description for this project. How this will this serve the general public or benefit the community at large? What are the goals and objectives of the project? How will this further 2nd Amendment rights for Americans?

The objective of Rowan County 4-H is to expand the resources and supplies of our 4-H Shooting Sports program as we educate youths in Rowan County. We aim to have a safe, well-managed Shooting Sports program that benefits youths of all backgrounds. We aim to teach youths proper techniques so that they can be safe, well-trained and disciplined firearm users who showcase the importance of our 2nd amendment rights and shed a positive light on firearm usage. Beginning in 2019, our Shooting Sports program increased to two 4-H clubs, and the numbers within the clubs have grown, so we are in need of additional resources to best support these clubs.

Goal 1: To purchase ammunition and sporting clays for 4-H practices and competitions, which are expensive for our 4-H families. We would like to build our arsenal of these items to be housed at the county extension office for use for 4-H. Both clubs are now interested in shotgun, so we have a larger need for shotgun supplies than in the past.

Goal 2: To purchase a set of firearms that be checked out by 4-H Shooting Sports Leaders for 4-H practices and competitions. Currently, our county does not own any firearms for 4-H'ers to use. Our 4-H Shooting Sports leaders and parents must bring their own personal guns for practices and competitions or guns must be borrowed. In the 2017-2018 grant cycle, we were able to purchase a gun safe with our NRA grant; we can now safely house guns in the Rowan County Extension office, so that is the next logical step in building our program. Many of our youth do not have access to a firearm, so having 4-H owned guys will allow local youth the opportunity to be involved. Also, the firearms that are currently used are not consistent with one another. Many of them have different "bells and whistles", which makes teaching youth about them take longer and makes consistent shooting more difficult. It also makes it harder to practice when shooting from the line due to the differences in the way the guns must be prepared and how they shoot. Practices will be more effective and efficient and youth will be better prepared for competition by having a standard set of firearms available at the office for check out for 4-H events. The firearms will also be a great resource for our newest 4-H club who is more limited in their resources.

We do not want lack of resources to limit youth from participating in shooting sports. Receiving grant support from NRA will help us to meet these goals.

Impact of the Program

How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd Amendment community?

Impact for this project will be measured by the following:

1. Number of youth/adults who participate in the Shooting Sports program in 2021: This will show us exactly how many people were able to utilize the resources purchased through this grant.
2. The utilization of sign-out and sign-in sheets for equipment: A sign-out an/or sign-in sheet used for checking out firearms, ammunition and sporting clays will allow us to see exactly how often the equipment was needed and used for the Shooting Sports program. The more often it is needed and used, the more success of the project.
3. Survey of those involved in the Shooting Sports program in 2021: A survey can be created by the 4-H Agent and given to each adult and youth involved in the Shooting Sports program to assess their use of the new resources and how they benefited each person and the Shooting Sports program as a whole. This would allow us to know the exact impact it had on Rowan County 4-H'ers and the Shooting Sports program. This would also assess the need for more equipment. We can measure the success of the new resources by the comments provided in this survey.

This impact will show the current members and leaders of the shooting/hunting/2nd Amendment community that the youths currently involved in the 4-H shooting sports program will have the knowledge and experience needed to lead in the future. It is important to have a younger generation willing to learn and see the value of 2nd Amendment rights and the importance of proper firearm usage for target practice, hunting and proper self-defense.

Award Recognition

If this request is funded, how will The NRA Foundation and/or its Friends of NRA program by recognized for its contribution?

Rowan County 4-H will graciously recognize the NRA and/or its Friends of NRA program for their support of our 4-H Shooting Sports program. We will recognize them on the Rowan County 4-H Program Facebook page, which will reach 4-H members and leaders, plus the general public. Placards made of cardstock will be printed and posted on the front table in the extension office and in the lobby of our building. They will also be recognized in the 4-H newsletter and in an article for the Salisbury Post, our local newspaper.

Project Cost

What is the total estimated cost of the project?

$3,000

Project Completion Date

Estimated date in which the project will be completed.

12/31/2021

Revenue Sources

Aside from NRA Foundation grants, how will this project be funded? Describe other sources of revenue such as grants from other organizations, fundraisers, member dues, sponsorships, participation fees, in-kind donations, Pittman-Robertson Funds, etc.

Hots Shots 4-H Club charges an annual fee of $25 per participant. Lead Drivers 4-H Club charges $20 annually. These fees are used for targets, regional and state 4-H competition registration fees, awards (patches, pins) and other miscellaneous items not covered by the grant. Rowan County 4-H is involved in fundraisers to support the 4-H program as a whole. Rowan County 4-H conducts a Wreath Sale fundraiser, where club members can sell wreaths and the profit will come back to their individual club. The clubs may make some money that way. More specifically, the Hot Shots and Lead Drivers 4-H Clubs do some fundraising for their club, but it is typically minimal. This typically involves a Bojangles Share Night or asking local businesses for donations. Additional money needed for each club comes from leaders, parents or youth, as a Shooting Sports club requires much funding.

Partial Funding

If this grant request is not fully awarded, how will this affect the outcome of the program/project? Will the event/project be able to proceed at all? Would this impact participation fees? How does the organization plan to fill any budgetary shortfalls?

The Rowan County 4-H Shootings Sports program will continue if this grant is not fully awarded. If this award is only partially funded, we will be grateful for the assistance provided by the NRA. However, without NRA funding, these clubs may not be able to financially acquire all of the resources needed to operate a successful club. The additional supplies needed will have to be acquired through additional fundraising efforts, the seeking of sponsorships, or more financial contributions from families or our volunteer leaders. In light of Covid-19, we are unsure of how much "extra" money may be available in our community from stakeholders due to many businesses and families struggling financially due to the pandemic.

Participants and Users

Number of Participants

How many people do you expect to participate in the program/event? Numbers only please.

60

Target Audience

Who is the target audience? Will non-club/organization members be allowed to participate? How will this program be marketed or advertised to potential users?

Most specifically, the Hot Shots 4-H Club and the Lead Drivers 4-H Club, both located in Rowan County, will benefit from this grant. In 2020, Hot Shots had 23 members with 6 adult leaders/volunteers and Lead Drivers had 38 members with 9 adults/volunteers. In order to participate in the 4-H Shooting Sports program, youths are required to be enrolled in 4-H; this is a requirement of NC 4-H. Any youths in our community, ages 8-18 (as of January 1), who may or may not currently be in 4-H are invited to enroll in 4-H in order to participate in the 4-H Shooting Sports program. Enrollment in 4-H is free. Information about the two 4-H shooting sports clubs in Rowan County can be found on our Rowan Extension website at rowan.ces.ncsu.edu. The clubs each advertise for their own clubs via email, word of mouth and social media. These clubs are also advertised via newspaper articles in the Salisbury Post, Rowan County 4-H newsletters, and the Rowan County 4-H social media accounts.

Which Groups Would be Affected by this Grant?

Mark all that apply

4-H, Club Members, New Shooters, Youth

Primary County Served

This project/program will affect users primarily from this county. You may select "State Wide" for projects such as State Competitions, State YES, State YHEC, etc.

Rowan, NC

If the project/program significantly or equally benefits people from other counties you may add up to 4 additional counties served.

Secondary County Served

Third County Served

Fourth County Served

Fifth County Served

Funding Request

EACH GRANT APPLICATION MUST HAVE A UNIQUE FUNDING REQUEST ID FOR THIS GRANT YEAR. If multiple applications are being submitted requesting the same items, a new funding request must be created for each application. Requests cannot be duplicated, merged or manipulated once the Funding Request ID is generated. Make sure to enter the correct ID for this grant application.

Click HERE (https://fundingrequest.nrafoundation.org/#/index to Access the Funding Request Development Tool

Fund Request ID

HMYRUM

Notes Regarding Request Priority

In addition to setting the priority of items in your funding request, provide any notes regarding the needs of for this project. Example: would prefer 70/30 split of 12GA vs 20GA shells.

Please note that I'm requesting items needed for 2 different 4-H shooting sports clubs in my county and their needs are different.

Hot Shots (club that's been established since 2007) is requesting 8 boxes of 20 gauge ammo, 8 boxes of 12 gauge ammo, all of the sporting clays and the .177 pellets. They will be starting shotgun this year and need those supplies and the pellets are for a gun they already have.

Lead Drivers (club that's been established since 2019) is requesting 8 boxes of 20 gauge ammo, 8 boxes of 12 gauge ammo, and each of the guns requested. This group is more limited on their supply of firearms as a newer club with less resources.

Any ammo received will be split evenly between the clubs and any guns received will be available for both clubs to use as needed.

Merchandise Award

ITEM DESC.	QTY REQUESTED	QTY AWARDED	STATUS	ADDRESS TYPE
Winchester Heavy Target 12 Gauge Shotgun Shells, #8 Shot, 1-1/8 Oz. (250 Count)	16	16	Fully Awarded	Freight
Winchester 20 Gauge Shotgun Shells, #8 Shot, 7/8 Oz. (250 Count)	16	16	Fully Awarded	Freight
Crosman Wadcutters .177 (1,250 Count)	1	1	Fully Awarded	Standard

Monetary Award

ITEM DESC.	AMT REQUESTED	AMT AWARDED	STATUS
Clay Targets (Case)	$144.00	$144.00	Fully Awarded

Expected Grant Value: $2,400.00

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:	5/12/2021
SUBJECT:	Consulting Services for Mid-Carolina Regional Airport

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Statements of qualifications were received and opened by Finance then reviewed. The references for the top rated firm were contacted. Aviation Management Consulting Group (AMCG) was selected as the firm best suited to work with Rowan County.

Approve Rowan County staff to negotiate a contract with AMCG for consulting services for Mid-Carolina Regional Airport.

ATTACHMENTS:

Description	Upload Date	Type
Memo from Finance for BOC approval	5/12/2021	Exhibit

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144
704.216.8170
www.rowancountync.gov

James M. Howden, CPA | Finance Director

MEMORANDUM

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

FROM: Jim Howden, Finance Director
David Sifford, Purchasing Agent

RE: Approval of Consultant to work with Mid-Carolina Regional Airport

DATE: April 30, 2021

After due advertisement, statements of qualifications from qualified firms for professional airport consulting services were received and opened by David Sifford, Purchasing Agent. The consultant will work with Rowan County to improve safety, quality and efficiency of airport operations at Mid-Carolina Regional Airport.

The Finance Department received statements of qualifications from four firms: Aviation Management Consulting Group, The Aviation Consulting Group, QED Airport and Aviation Consultants, and Baldwin Safety and Compliance. The Mid-Carolina Regional Airport Director and the Rowan County Purchasing Agent reviewed the qualifications packages and checked references for the top-rated firm. Aviation Management Consulting Group was chosen as the firm best suited to assist the County on the project.

The statement of qualifications from Aviation Management Consulting Group is attached. The complete responses to the Request for Qualifications are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of Mid-Carolina Regional Airport and the Finance Department that the Board of Commissioners agree to allow County staff to negotiate a contract with Aviation Management Consulting Group for professional airport consulting services for Mid-Carolina Regional Airport.

AMCG

Aviation Management
Consulting Group

Statement of Qualifications for Airport Consulting Services

Rowan County, North Carolina

Mid-Carolina Regional Airport

April 26, 2021

AMCG
Aviation Management
Consulting Group

April 26, 2021

Mr. Sifford
Purchasing Agent
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: Statement of Qualifications for Airport Consulting Services at Mid-Carolina Regional Airport

Dear Mr. Sifford:

Aviation Management Consulting Group (AMCG) is pleased to submit this Statement of Qualifications (SOQ) to Rowan County (County) to provide a comprehensive analysis of the safety, general aviation operations, and governance at Mid-Carolina Regional Airport (Airport).

By way of background, AMCG has an excellent working knowledge of the aviation industry and specializes in working with airports and aviation businesses. As a result of our experience, we are uniquely qualified to provide the services identified in this SOQ. We are a team of experienced and results-oriented aviation professionals who have the skills, resources, and expertise to get the job done right the first time. We know how to manage processes, complete projects on time and within budget, and consistently achieve successful results.

AMCG looks forward to having the opportunity to work with the County. To this end, I will be glad to talk with representatives of the County about our firm's background, experience, qualifications, and capabilities and the ways the County will benefit by engaging AMCG to provide the services identified in the Request for Qualifications (RFQ) and this SOQ. If desired, I would be pleased to demonstrate our qualifications and experience to representatives of the County during a telephone interview.

Helping your aviation management excellence,

David C. Benner, C.M.
Managing Consultant
Aviation Management Consulting Group, Inc.
9085 East Mineral Circle, Suite 315
Centennial, Colorado 80112
(303) 792-5205 Direct, Text, and Fax
E-Mail: dbenner@amcg.aero

Thank you for this opportunity to be of service.

1. Aviation Management Consulting Group

A. Introduction

Aviation Management Consulting Group (AMCG) has been promoting aviation management excellence through the provision of trusted consulting services, support, and resources for over **24 years**. AMCG's clients consist of airports, aviation businesses, agencies, associations, and other industry stakeholders (e.g., aircraft owners and/or operators; airport property lessees and/or developers; industry vendors; financial institutions; law firms; architectural, engineering, and planning firms; etc.).

AMCG is composed of a unique blend of talented and respected aviation industry professionals who have strong credentials, proven track records, and over **165 years** of combined aviation industry experience. Together, these individuals have first-hand aviation, aviation business, and airport planning, development, operations, management, leadership, and consulting experience and each of the firm's principals, consultants, and most project analysts are pilots. As a result, AMCG has the unique ability to view any project and any issue that may arise from a multi-dimensional (airport, aviation business, and aircraft operator) perspective. This team of highly qualified, knowledgeable, and results-oriented professionals work collaboratively to maintain a company culture focused on meeting the needs and exceeding the expectations of the client.

AMCG has an excellent working knowledge of all facets of the aviation industry. The team is intimately familiar with the Federal Aviation Administration (FAA) Airport Sponsor Assurances as well as key federal and state laws, regulations, policies, orders, and guidance pertaining to the planning, development, operation, management, and funding of airports and aviation businesses.

B. AMCG Mission

AMCG's mission is to promote aviation management excellence through the provision of trusted services, support, and resources to airports, aviation businesses, agencies, associations, and other industry stakeholders.

C. AMCG Vision

AMCG's vision is to be recognized as the leading provider and innovator of trusted services, support, and resources that promotes aviation management excellence.

D. AMCG Commitments

To fulfill AMCG's mission and achieve AMCG's vision, the AMCG team is fully committed to the following:

- Thoroughly understand needs and exceed expectations.
- Collaborate through regular communication.
- Provide creative solutions in a timely manner.
- Foster trust and maintain confidentiality.
- Deliver unbiased and honest opinions.
- Adhere to high ethical and moral standards.

E. Services, Support, And Resources

AMCG has been providing aviation management consulting services, support, and resources (as outlined in Table 1) for over **24 years** and is a preferred provider within the aviation industry.

Table 1. AMCG Services, Support, and Resources	Airports	Aviation Businesses	Agencies	Associations	Industry Stakeholders
Strategic Planning/Business Planning	✈	✈	✈	✈	
Primary Management and Compliance Documents *Rules and Regulations, Leasing Policy, Rents and Fees Policy, Minimum Standards, and Development Standards*	✈	✈	✈	✈	
Rent Study *Wholesale and Retail – Land, Hangar, Office, Shop, Cargo, etc.*	✈	✈	✈	✈	✈
Fee Study *Landing, Based Aircraft, Fuel Flowage, etc.*	✈		✈	✈	
Appraisal (with exclusive teaming partner) *Fee Simple Estate, Leasehold Interest, and Leased Fee Estate*	✈	✈		✈	✈
Valuation *Business, Stock, and Asset*	✈	✈			✈
Transaction Services *Acquisition, Divestiture, and Due Diligence*	✈	✈			
RFP Development and Proposal Evaluation	✈		✈	✈	
RFP Proposal Development		✈		✈	✈
Agreement Development and Negotiation *Lease, Use, Operating, and Through-The-Fence*	✈	✈	✈	✈	✈
Through-the-Fence Assessment	✈	✈	✈		✈
Assessment *Managerial, Operational, and Financial*	✈	✈	✈		
Market Assessment/Feasibility Study	✈	✈	✈	✈	✈
Regulatory Compliance *Federal, State, and Local*	✈	✈	✈	✈	✈
Interim Management and Transition Services	✈	✈			
Land Use, Site Planning, Facility Programming	✈	✈			✈
Marketing and Business Development	✈	✈		✈	
Litigation Support and Expert Testimony	✈	✈	✈	✈	✈

When conducting Airport Assessments (including analysis of an airport's safety and operations) as well as drafting or updating Primary Management and Compliance Documents (including Rules and Regulations, Minimum Standards, and other governance documents), AMCG utilizes on our combined aviation industry experience as well as experience operating and managing airports. Further, AMCG has conducted the Airport Management and Compliance Workshop on behalf of the American Association of Airport Executives (AAAE) for over 20 years as well as participated in many Airport Cooperative Research Program (ACRP) projects including compliance, minimum standards, business planning, fuel storage facilities, and through-the-fence.

F. Clientele

AMCG's multi-faceted aviation management consulting services, support, and resources are provided throughout the United States and abroad to a diverse clientele that includes:

- ***Airports***, ranging from small general aviation airports to large hub commercial service airports,
- ***Aviation businesses***, including Fixed Base Operators (FBOs) ranging from single-location independently owned and operated companies to multi-location international corporations and Specialized Aviation Service Operators (SASOs) that provide flight training, aircraft rental, aircraft charter and/or management, aircraft maintenance, and other specialized aviation services,
- ***Agencies***, including federal, state, and local agencies that focus on the aviation industry,
- ***Associations***, including national, regional, state, and local airport, aviation business, and aviation associations, and
- ***Other industry stakeholders***, including, aircraft owners and/or operators; airport property lessees and/or developers; industry vendors; financial institutions; law firms; and architectural, engineering, and planning firms.

While providing a majority of services throughout the United States, AMCG has provided consulting services at airports in North Carolina including Concord-Padgett Regional Airport, Smith Reynolds Airport, Coastal Carolina Airport, Raleigh-Durham International Airport, Charlotte/Douglas International Airport, and Wilmington International Airport.

G. Proprietary Aviation Industry Database

AMCG has developed and maintains an extensive proprietary aviation industry database to collect, store, analyze, report, and disseminate aviation data, information, and documentation. The firm's database consolidates data, information, and documentation pertaining to airports and aviation businesses published by the FAA with data collected by AMCG through survey and project-related efforts. AMCG's database includes the following data, information, and documentation:

- National Aviation System Resources (NASR) which identifies managerial, physical (e.g., land, infrastructure, etc.), and operational statistics (e.g., aircraft operations, based aircraft, etc.) information for all airports in the National Airspace System (consisting of **19,536** landing facilities).
- National Plan of Integrated Airport Systems (NPIAS) which identifies operational information for **3,304** public-use, NPIAS designated airports (consisting of primary and non-primary airports).
- General Aviation Airports: A National Asset (Asset 1 and Asset 2) which identifies the role of **2,948** general aviation airports identified in the NPIAS.
- General aviation aircraft production (type, dollars, and units) and active aircraft (type, use, hours flown, fuel consumption, and geographic location)
- Pilot demographics (category, geographic location, certificate type, gender, and age)
- Fixed base operators (quantity, type, geographic location)
- Airport property development and lease agreement terms, conditions, rents, and fees (and other related) data for **over 750** airports located throughout the United States consisting of more than **5,600** data points.

Through development of AMCG's proprietary aviation industry database, AMCG has the unique ability to query all data sources to analyze relationships, trends, and other metrics.

2. Team Resumes

David C. Benner, C.M.
Managing Consultant

Experience

David has over **15 years** of aviation planning, operations, management, and consulting experience. He has a Bachelor of Science degree in Business Administration from Bethel College and a Master of Business Administration degree in Aviation with a concentration in Airport Management from Embry-Riddle Aeronautical University. David has a commercial pilot license with instrument and multi-engine ratings, is a Certified Flight Instructor, and a Certified Member of AAAE.

For the last **10 years**, David has managed AMCG's **proprietary aviation industry database** that includes industry data, information, and documentation pertaining to airports and aviation businesses published by federal and state aviation agencies and collected through the research efforts of AMCG (including survey and project-related data collection). David has served as a key research team leader on multiple ACRP projects including ACRP Legal Research Digest 28 (Operational and Legal Issues with Fuel Farms), ACRP Report 156 (Complying with Federal Regulations: An Integrated Approach) and ACRP Report 77 (Guidebook for Developing General Aviation Airport Business Plans).

Airport Expertise

- Primary Management and Compliance Documents
- Regulatory and Grant Assurance Compliance
- Airport Sponsor Assurance Compliance
- Strategic Business Planning/Plans
- Rent Studies and Fee Analysis/Studies
- Appraisals *(Fee Simple, Leasehold Interest, Leased Fee)*
- Lease, Use, and Operating Agreements
- Market Assessments/Feasibility Studies
- Operational, Managerial, and Financial Assessments
- RFI/RFQ/RFP Development, Evaluation, Selection
- Valuation (*Business, Stock, Asset)*

Aviation Business Expertise

- Market Assessments/Feasibility Studies
- RFI/RFQ/RFP Response Development (Proposal)
- Valuation (*Business, Stock, Asset)*
- Appraisals (*Fee Simple, Leasehold Interest, Leased Fee)*
- Lease, Use, and Operating Agreements
- Operational, Managerial, and Financial Assessments
- Acquisition, Divestiture, and Due Diligence
- Strategic Business Planning/Plans

Projects

Some of David's recent AMCG projects include:

Airport Assessment

- City of Palo Alto – Palo Alto Airport
- Bi-State Development Agency – St. Louis Downtown Airport
- City of Lincoln – Lincoln Regional Airport

Primary Management and Compliance Documents

- City of Amarillo – Rick Husband Amarillo International Airport
- City of Cedar Rapids – The Eastern Iowa Airport
- City of Lubbock – Lubbock Preston Smith International Airport
- Napa County – Napa County Airport
- Santa Clara County – Reid-Hillview Airport, South County Airport/San Martin Airport
- Virginia Tech/Montgomery Regional Airport Authority – Virginia Tech/Montgomery Executive Airport

Douglas P. Joest
Aviation Consultant

Experience

Doug has over **35 years** of aviation management experience, which includes management positions of FBO Treasurer and Chief Administrative Officer, Airport Authority Board Member, Airport CFO, and Airport Executive Director of the Evansville Vanderburgh Airport Authority (EVAAD). In addition, he has substantial financial and accounting experience outside of the aviation industry.

He has a Bachelor of Science in Accounting from the University of Southern Indiana and pursued his graduate studies at the University of Texas at El Paso. In addition, he is a Certified Public Accountant and a Commercial pilot with instrument and multi-engine ratings.

Airport Expertise

- Overseeing Large Construction Projects including: Major Terminal Renovation and a Runway Relocation Project
- FAA, DOT, and State Grant Applications and Compliance
- Strategic Business Planning
- Air Service Development and Airline Negotiations
- Implementation of Passenger Facility Fee ("PFC") Program
- Development of Aeronautical and Non-Aeronautical Properties
- Responsibility for Financial Reporting and Compliance
- Labor Agreement Negotiations
- Risk Management
- Installed and Maintained Accounting and Financial Reporting System
- Presented Budgets to Controlling Public Bodies
- Active Engagement in Regional Economic Development Efforts

Aviation Business Expertise

- Represented Aviation Business before Airport Authority Board
- Operational and Financial Assessments
- Installed and Maintained Accounting and Financial Reporting System
- Managed all Operations when Owner was absent
- Responsibility for Financial Reporting and Compliance
- Risk Management
- Financing and Bank Relations
- Management of Line Service Department
- Marketing and Customer Service

Projects

Some of Doug's recent AMCG projects include:

Airport Assessment

- Birmingham Airport Authority – Birmingham-Shuttlesworth International Airport
- Evansville-Vanderburgh Airport Authority - Evansville-Vanderburgh Airport

Primary Management and Compliance Documents

- Atkins Global – Sebring Airport
- City of Fort Lauderdale – Fort Lauderdale Executive Airport
- City of Saint Petersburg – Albert Whitted Airport
- Evansville-Vanderburgh Airport Authority - Evansville-Vanderburgh Airport

Brandon K. Borne, C.M.
Senior Analyst

Experience

Brandon has over **12 years** of aviation management consulting (airports and aviation businesses) and government relations experience including policy development and civic engagement and leads AMCG's project research efforts. He has a Bachelor of Science degree in Public Policy and Administration from James Madison University and a Master of Public Administration degree from Old Dominion University. Brandon is a Certified Member of AAAE and is a private pilot.

Brandon has served as a key research team member on multiple ACRP projects including ACRP Legal Research Digest 28 (Operational and Legal Issues with Fuel Farms), ACRP Report 114 (Guidebook for Through-the-Fence Operations), and ACRP Report 213 (Guidebook for Estimating Market Value and Establishing Market Rent at Small Airports).

Airport Expertise

- Primary Management and Compliance Documents
- Grant Assurance Compliance
- Regulatory Compliance
- Airport Sponsor Assurance Compliance
- Strategic Business Planning/Plans
- Lease, Use, and Operating Agreements
- Rent Studies
- Appraisals (*Fee Simple, Leasehold Interest, Leased Fee)*
- Fee Analysis/Studies
- Market Assessments/Feasibility Studies

Aviation Business Expertise

- RFI/RFQ/RFP Response Development (Proposal)
- Strategic Business Planning/Plans
- Lease/Use/Operating Agreements

Projects

Some of Brandon's recent AMCG projects include:

Airport Assessment

- City of Palo Alto – Palo Alto Airport
- Bi-State Development Agency – St. Louis Downtown Airport
- City of Lincoln – Lincoln Regional Airport

Primary Management and Compliance Documents

- City of Amarillo – Rick Husband Amarillo International Airport
- City of Arlington - Arlington Municipal Airport
- City of Cedar Rapids – The Eastern Iowa Airport
- City of Lubbock – Lubbock Preston Smith International Airport
- Santa Clara County – Reid-Hillview Airport, San Martin Airport
- Virginia Tech/Montgomery Regional Airport Authority – Virginia Tech/Montgomery Executive Airport

3. Project Approach and Work Plan

Airport Assessment

An **Airport Assessment** compares the planning, development, operations, management, and/or financial aspects of the airport against industry best practices. A comprehensive assessment includes the evaluation of the airport's (1) organization; (2) planning/management/compliance documents, (3) operations, (4) airside and landside infrastructure and facilities, (5) aviation products, services, and facilities, (6) airport and community environment, and (7) financial systems and performance. The assessment identifies significant findings and observations as well as recommendations (including industry best practices) to enhance the performance of the airport (in priority order) to take the airport to the next level.

To accomplish the scope of work, AMCG will complete the following work plan:

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a working session (by telephone or web-based meeting software) with Client to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3, (3) discuss Airport history and current operating environment, and (4) address any questions related to the assessment process.

TASK 2: INFORMATION COLLECTION, REVIEW, AND ANALYSIS

Collect, review, and analyze relevant information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport. AMCG will provide a written information request to Airport management to help facilitate this process.

TASK 3: SITE VISIT

AMCG will conduct a site visit to include: (1) a meeting with representatives of the Client, (2) a tour of the Airport, and (3) meetings with select stakeholders – budget and schedule permitting.

TASK 4: AIRPORT TENANT SURVEY

Based on direction provided by the Client, AMCG will conduct a survey of the Airport tenants.

TASK 5: ASSESSMENT

AMCG will assess the planning, development, operations, finances, and management of the Airport with a focus on safety, quality, and efficiency of airport operations.

TASK 6: DRAFT DOCUMENT (FIRST)

AMCG will prepare the draft summary report conveying the findings, observations, opinions, and recommendations of the assessment.

TASK 7: REVIEW SESSION

AMCG will conduct a review session (by telephone or web-based meeting software) with the Client to review the draft report.

TASK 8: DRAFT DOCUMENT (SECOND AND FINAL)

AMCG will finalize and provide the final report.

Primary Management and Compliance Documents

PMCDs are a compendium of documents that govern the operation, management, and development of an airport (including Rules and Regulations, Minimum Standards, Leasing/Rents and Fees Policy, and Development Standards). In combination, PMCDs: (1) contribute to the financial health of an airport; (2) foster orderly development of land and improvements; (3) promote the provision of quality products, services, and facilities; (4) protect the health, safety, interest, and general welfare of the public; (5) reduce the potential for conflict with lessees, operators, consumers, and users; and (6) provide a platform for resolution of complaints.

Within this context, PMCDs set the stage and establishes the parameters for the way an airport conducts business. While PMCDs are interrelated, each document functions independently. Beyond serving the intended purpose, PMCDs need to be consistent with (not duplicate) the Airport Sponsor Assurances, applicable legal requirements, and other compliance related directives issued by the FAA and applicable state aviation agencies.

Rules and Regulations

This PMCD sets forth the rules and regulations for the safe, orderly, and efficient operation and use of an airport and provides the general provisions and defined words that are common to all PMCDs. The purpose of rules and regulations is to protect the public health, safety, interest, and welfare on an airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of an airport.

Airport policymakers, management, and staff will be able to utilize this PMCD to educate and inform airport users about the requirements for using the airport and/or engaging in activities at the airport. In addition to being relevant, reasonable, and appropriate for the airport, the market, and the activities, an airport sponsor should only establish rules and regulations that the airport sponsor is ready, willing, or able to enforce.

In conjunction with Rules and Regulations, other related documents typically include a *Non-Commercial Self-Fueling Permit*.

Minimum Standards

This PMCD sets forth the minimum requirements that need to be met as a condition for conducting commercial general aviation aeronautical activities at an airport. The purpose of minimum standards is to provide a fair and reasonable opportunity, without unjust discrimination, to applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized commercial general aviation aeronautical activities at an airport.

By providing consistent threshold requirements for engaging in such activities at an airport, airport policymakers, management, and staff will be able to utilize this PMCD to level the playing field and promote fair competition among commercial aeronautical operators. Consistent with the objectives established by the FAA, minimum standards should (1) promote safety, (2) protect airport users, (3) maintain and enhance the availability of services, (4) promote the orderly development of an airport, and (5) ensure operational efficiency.

In conjunction with Minimum Standards, other related documents typically include a General Aviation Operator and Lessee Application as well as a Commercial Operator Permit.

To accomplish the scope of work of an update or rewrite, AMCG will initially review the subject PMCDs to determine a recommended course of action. While an update would necessitate an abbreviated work plan, AMCG has provide a complete work plan if a full rewrite of the subject PMCDs is necessary.

TASK 1: PROJECT INITIALIZATION MEETING

Conduct a working session (by telephone or web-based meeting software) with Client to (1) discuss the information to be collected, reviewed, and analyzed during Task 2, (2) discuss site visit associated with Task 3 (if necessary), (3) discuss Airport history and current operating environment, and (4) address any questions related to the PMCD process.

TASK 2: INFORMATION COLLECTION, REVIEW, AND ANALYSIS

Collect, review, and analyze relevant information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport. This will include an inventory of the land and improvements (by leasehold, by component) currently being leased/used; the products, services, and facilities currently being provided; and the vehicles, equipment, and personnel currently being deployed by the commercial aeronautical businesses at the Airport. AMCG will provide a written information request to Airport management to help facilitate this process.

TASK 3: FIRST SITE VISIT – PROJECT INITIALIZATION

AMCG will conduct a site visit to include: (1) a meeting with representatives of the Client, (2) a tour of the Airport, commercial aeronautical businesses, and non-commercial leased premises, (3) meetings with select stakeholders (i.e., representatives of the commercial aeronautical businesses and/or non-commercial entities) – as determined by the Client working in collaboration with AMCG and based on available budget and schedule, (4) a public/stakeholder meeting that can be attended by the larger community, Airport users, and other interested parties to learn about the PMCD development project, and (5) conduct a short course on PMCDs for Client representatives.

The purpose of the first site visit will be to gain a better understanding of: (1) the current operating environment at the Airport, (2) the goals that have been established by the Client for the Airport (in general) and PMCDs (in particular), and (3) the key issues, problems, and/or challenges relating to (associated with) this project.

TASK 4: DRAFT EXPANDED PMCD TABLE OF CONTENTS

Develop and provide for Client review a draft expanded PMCD table of contents.

TASK 5: FIRST WORKING SESSION – DRAFT EXPANDED PMCD TABLE OF CONTENTS

Conduct a working session (by telephone or web-based meeting software) with Client to review draft expanded PMCD table of contents and provide comments, identify questions, and make recommendations.

TASK 6: FIRST DRAFT OF PMCDS FOR CLIENT REVIEW

Develop and provide for Client review (e.g., airport management and staff) first draft of the PMCDs based on the information collected, reviewed, and analyzed in Task 2, the first site visit conducted in Task 3, the draft expanded PMCD table of contents developed in Task 4, and the comments provided, questions identified, and recommendations made by Client during the first working session.

The first draft of the PMCDs will be appropriate, reasonable, and relevant for the Airport, market, and activities occurring (or reasonably anticipated to occur) at the Airport and consistent and compliant with the:

- Federal Aviation Administration (FAA) Airport Sponsor Assurances (dated February 2020) and
- consistent with all other applicable FAA compliance-related directives including:
  - Advisory Circular (AC) 150/5100-16A (AIP, Grant Assurance Number One – General Federal Requirements)
  - AC 150/5150-2B (Federal Surplus Personal Property for Public Airport Purposes)
  - AC 150/5190-6 (Exclusive Rights at Federally Obligated Airports)
  - AC 150/5190-7 (Minimum Standards for Commercial Aeronautical Activities)
  - Order 5190.6B (Airports Compliance Manual)

In addition to being clear, concise, and well organized, the PMCDs will complement (not duplicate) the other governing documents for the Airport and other legal requirements. AMCG proposes that each PMCD be a separate (standalone) document (i.e., the documents will not be combined with other documents or consolidated).

To ensure that Minimum Standards are relevant, reasonable, and appropriate for the Airport, the market, and the activities, AMCG utilizes a comprehensive approach that will consider the: (1) commercial aeronautical activities occurring at the Airport (including the land and improvements being leased/used, the type, level, and quality of aeronautical products, services, and facilities being provided, and the vehicles, equipment, and personnel being deployed), (2) the commercial aeronautical activities occurring at comparable and competitive airports, and (3) the requirements of airport customers.

TASK 7: SECOND WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Client to review first draft of PMCDs and provide comments, identify questions, and make recommendations.

TASK 8: SECOND DRAFT OF PMCDS FOR CLIENT REVIEW

Revise first draft of the PMCDs based on the comments provided, questions identified, and recommendations made by Client during the second working session and provide second draft of the PMCDs for Client review (e.g., airport management, staff, and internal/external advisors – legal, risk, etc.).

TASK 9: THIRD WORKING SESSION

Conduct a working session (by telephone or web-based meeting software) with Client to review second draft of PMCDs and provide comments, identify questions, and make recommendations.

Task 10: Third Draft of PMCDs for Client and Stakeholder Review

Revise second draft of the PMCDs based on the comments provided, questions identified, and recommendations made by Client during the third working session and provide third draft of the PMCDs for Client review.

In addition, provide the third draft of the PMCDs for review and comment by stakeholders. AMCG will utilize a dedicated website for dissemination of the PMCDs to the stakeholders and facilitate stakeholder comments.

Task 11: Second Site Visit and Fourth Working Session

Conduct a site visit at Airport to include (1) a stakeholder meeting facilitated by AMCG to discuss comments (and obtain input) and (2) a working session with Client to review third draft of the PMCDs; review stakeholder comments and input to determine if (a) change is not merited, (b) change is merited (as formulated by Client), or (3) change is merited (as formulated by Client in collaboration with AMCG); and provide comments, identify questions, and make recommendations.

Task 12: Fourth Draft of PMCDs for Client Review

Revise third draft of the PMCDs based on the comments provided, questions identified, and recommendations made by Client during the second site visit and fourth working session and provide fourth draft of the PMCDs for Client review.

Task 13: Fifth Working Session

Conduct a working session (by telephone or web-based meeting software) with Client to review fourth draft of PMCDs and provide comments, identify questions, and make recommendations.

Task 14: Final PMCDs

Revise fourth draft of the PMCDs based on the comments provided, questions identified, and recommendations made by Client during the fifth working session and provide Client final PMCDs for approval and adoption.

4. Schedule

Notwithstanding circumstances beyond AMCG's control and based on AMCG's experience with similar projects, the proposed scope of services for the **Airport Assessment** can typically be completed with 6 to 8 weeks from the site visit (Task 3). As it pertains to a full rewrite of the subject PMCDs, the scope of services can typically be completed within 4 to 6 months from the first site visit (Task 3).

5. References

AMCG believes that the achievement of a successful result is the best indicator of the firm's capabilities and truly reflects the firm's commitment to providing only the highest quality services, support, and resources possible in a timely and professional manner. A small selection of client references has been provided below for consideration. Additional project abstracts and client references are available upon request.

Bi-State Development Agency – Cahokia, Illinois

AMCG completed an Airport Assessment which evaluated the planning, development, operation, management, and financial aspect of the airport and identified short-term and long-term recommendations.

Bi-State Development Agency
St. Louis Downtown Airport
Erick Dahl
Airport Director
(618) 337-6060
eadahl@stlouisdowntownairport.com

City of Concord – Concord, North Carolina

AMCG has completed multiple projects for the City of Concord at Concord-Padgett Regional Airport including multiple appraisals (teaming with Decker Associates), wholesale and retail Airport Rent Studies, and multiple general aviation lease analyzes. The appraisal and rent studies were utilized to determine leasehold interest of specific leases as well as market rent for land and improvements leased directly by the City (on a wholesale and retail basis).

City of Concord
Concord-Padgett Regional Airport
Dirk Vanderleest
Aviation Director
(704) 920-5912
vanderleestd@concordnc.gov

City of Lubbock – Lubbock, Texas

AMCG has completed multiple projects for the City of Lubbock at Lubbock Preston Smith International Airport including development of new Primary Management and Compliance Documents (i.e., Rules and Regulations, Minimum Standards, and Leasing/Rents and Fees Policy) as well as multiple Airport Rent Studies.

City of Lubbock
Lubbock Preston Smith Int'l Airport
Kelly Campbell
Executive Director
(806) 775-3130
kcampbell@mail.ci.lubbock.tx.us

McClellan Airport – McClellan, California

AMCG has completed multiple projects for the McClellan Airport including an Airport Assessment, Airport Transition Plan Development, Airport Transition Plan Implementation, and Consulting and Advisory Services.

McClellan Airport
Scott Owens, Senior Vice President
3028 Peacekeeper Way
McClellan, California 95652
(916) 570-5355
sowens@mcclellanjetservices.com

Napa County – Napa, California

AMCG has completed multiple projects for the Napa County Airport including development of new Primary Management and Compliance Documents (i.e., Rules and Regulations, Minimum Standards, Leasing/Rents and Fees Policy, and Development Standards) as well as an Airport Rent Study and Cost Analysis.

Napa County
Napa County Airport
Greg Baer
Airport Manager
(707) 253-4300
greg.baer@countyofnapa.org

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: Elizabeth Garcia
DATE: May 21, 2021
SUBJECT: Juvenile Crime Prevention Council FY 21-22 Certification

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The Juvenile Crime Prevention Council (JCPC) is respectfully requesting approval of the attached FY 20-21 Certification.

ATTACHMENTS:

Description	Upload Date	Type
JCPC FY 21-22 Certification	5/21/2021	Cover Memo

Juvenile Crime Prevention Council Certification

Fiscal Year: 2021-2022

County: **Rowan**	Date: **04/19/2021**
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. **(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)**	
1-Year Funding: FY	2-Year Funding: FY 21-22 and FY 22-23

CERTIFICATION STANDARDS

STANDARD #1 - Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Is the membership list attached? Yes

C. Are members appointed for two-year terms and are those terms staggered? Yes

D. Is membership reflective of social-economic and racial diversity of the community? Yes

E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Member of the Faith Community; Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles; Member of Business Community; One (1) General Public and Substance Abuse professional will be selected by the nominating committee

STANDARD #2 - Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are ☐ attached or ☒ on file (Select one.)

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes

D. Does the JCPC have written policies and procedures for funding and review? Yes

E. These policies and procedures ☐ attached or ☒ on file. (Select one.)

F. Does the JCPC have officers and are they elected annually? Yes

JCPC has: ☒ Chair; ☒ Vice-Chair; ☒ Secretary; ☐ Treasurer.

STANDARD #3 - Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

STANDARD #4 - Planning

A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

STANDARD #5 - Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☒ RFP, distribution list, and article attached) Yes

B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

STANDARD #6 – No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

The Nominating Committee is working to fill vacant positions

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to $15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30th annually.**

JCPC Administrative Funds
SOURCES OF REVENUE

DPS JCPC Only list requested funds for JCPC Administrative Budget.	$4,460
Local	
Other	
Total	$4,460

J. Klusman
J. Klusman (May 20, 2021 11:43 EDT)

May 20, 2021

JCPC Chairperson Date

Chairman, Board of County Commissioners Date

DPS Designated Official Date

Rowan **County** **FY** 21-23

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Carol Ann Houpe	School Superintendent	☒	W	F
2) Chief of Police or designee	Andrew Deal	Chief	☐	W	M
3) Local Sheriff or designee	Christopher Scott Flowers	Sergeant	☒	W	M
4) District Attorney or designee	Brandy Cook	District Attorney	☐	W	F
5) Chief Court Counselor or designee	David Wall	Chief Court Counselor	☐	AA	M
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Tressy McLean Hickey	Mental Health Provider	☐	W	F
7) Director DSS or designee	Joshua Stutts	Program Manager	☒	W	M
8) County Manager or designee	Siobhan Allen	Management Analyst	☒	AA	F
9) Substance Abuse Professional	VACANT				
10) Member of Faith Community	VACANT				
11) County Commissioner	Judy Klusman	County Commissioner/ Chair		W	F
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles	VACANT				
	VACANT				
13) Juvenile Defense Attorney	John Basinger	Attorney		W	M
14) Chief District Judge or designee	James Randolph	District Judge	☐	W	M
15) Member of Business Community	VACANT				
16) Local Health Director or designee	Nina Oliver	Public Health Director	☐	AA	F
17) Rep. United Way/other non-profit	Jason Hinson	Law Enforcement		W	M
18) Representative/Parks and Rec.	Don Bringle	Parks and Facilities Director		W	M
19) County Commissioner appointee	Alisa Russell	LPA		AA	F
20) County Commissioner appointee	Beth Pfister	LCSW, LCAS		W	F

Juvenile Crime Prevention Council Certification (cont'd)

21) County Commissioner appointee	Erin Smith	DSS/Income Maintenance II		W	F
22) County Commissioner appointee	Jeremy Jacobs	CPA		W	M
23) County Commissioner appointee	Jenny Lee	United Way Executive Director		W	F
24) County Commissioner appointee	William Ryan Walker	Master Deputy		W	M
25) County Commissioner appointee	VACANT				

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: 5/24/2021
SUBJECT: Contract: CSS Environmental

CSS Environmental provides fence line, steep incline, and offsite mowing (ILS towers), debris removal and weed control. This contract is a three year renewal of the FY21 contract and amounts to $21,300 annually ($1,775.00 monthly).

Approve the contract for control process and signatures.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Contract for CSS_FY22	5/24/2021	Exhibit

ROWAN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 2021 ("Effective Date") between Rowan County, North Carolina ("County") and CSS Environmental (Rodney Couch) ("Provider"), continuing through June 30, 2024.

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: Rodney Couch

Name: Rodney Couch

Title: Owner

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services to Be Performed by The Provider.

1) MONTHLY.

The following work is required to be completed at each scheduled visit: March, April, May, June, July, August, September, October, November

a. Mow and weed control of perimeter fence.
    i. Minimum of 6 ft outside of fence from the fence line.
    ii. Minimum of 12 ft inside of fence from the fence-line.
b. Mow and remove litter/debris from the fence-line to Airport Road.

2) TRIANNUALLY.

The following work is required to be completed at each scheduled visit: April, July, October

a. Mow slope off the end of the runway to fence line.
b. Mow and spray off-site ILS tower cages. This includes the ILS equipment off Rowan Mills Road and Down Yonder Road.

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. (Check the provision that applies.)

The County shall pay the Provider a total of $21,300.00 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. The monthly invoice rate will be $1,775.00.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's

employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

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

F. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 aaron.church@rowancountync.gov Telephone: 704-216-8180	RODNEY COUCH CSS ENVIRONMENTAL 1016 Chickadee Lane Woodleaf, NC 27054 rodter@yadtel.net Telephone: 336-399-1809

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: _____	BY: Rodney Couch
Name: Aaron Church	Name: Rodney Couch
Title: County Manager	Title: OWNER

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:	Carolyn Barger, Clerk to the Board
DATE:	May 28, 2021
SUBJECT:	Designation of Commissioner Klusman as Voting Delegate to NCACC Annual Conference

---

The North Carolina Association of County Commissioners will hold its 114th Annual Conference in August in New Hanover County. Each county will be entitled to one (1) vote on items that come before the membership during the Business Session that will be held on Saturday, August 14, 2021.

Commissioner Klusman has offered to serve as the County's voting delegate during the Conference.

Designate Commissioner Klusman as the voting delegate for the NCACC 2021 Annual Conference.

ATTACHMENTS:

Description	Upload Date	Type
Voting Delegate Form	5/28/2021	Cover Memo

Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by **Monday, August 9, 2021** close of business:

Email: alisa.cobb@ncacc.org

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:	May 25, 2021
SUBJECT:	American Rescue Plan Award Acceptance

Please see the attached U.S. Department of the Treasury's American Rescue Plan Acceptance Award Authorization Form.

Please approve for the Finance Director to sign and submit the U.S. Department of the Treasury's American Rescue Plan Acceptance Award Authorization Form in order for Rowan County to receive it's portion of the Corona Virus Local Fiscal Recovery Funds.

ATTACHMENTS:

Description	Upload Date	Type
American Rescue Plan Acceptance Form	5/25/2021	Backup Material

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Rowan, County of 130 West Innes Street Salisbury, North Carolina 28144	DUNS Number: 074494014 Taxpayer Identification Number: 566000336 Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____
Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

_____
Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

   a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications.Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Rowan, County of
Recipient

_____
Date

_____
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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: 5/28/21
SUBJECT: Schedule Public Hearing for HLC 01-21 for June 21, 2021

The Rowan County Historic Landmarks Commission (HLC) received an application from Turner Correll 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.

Schedule public hearing for June 21, 2021

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/26/2021	Cover Memo
Newberry Hall House Designation Report	5/26/2021	Cover Memo
GIS Map	5/26/2021	Cover Memo
Letter from SHPO	5/26/2021	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: May 28, 2021
RE: **HLC 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Schedule public hearing for **HLC-01-21** For June 21, 2021

REQUEST

In October of 2019, the Rowan County Historic Landmarks Commission (HLC) received an application from Turner Correll 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.

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

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

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:	5/26/2021
SUBJECT:	Rowan County, NC USDA Service Center No. 4 and No. 5

Please see the attached Lease Amendments number 4 and 5 with the USDA Service Center.

Please approve the Lease Amendments number 4 and 5 with the USDA Service Center.

ATTACHMENTS:

Description	Upload Date	Type
Rowan County, NC USDA Service Center No. 4 and No. 5	5/26/2021	Backup Material

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT **No. 4** TO LEASE NO. **Rowan County, NC USDA Service Center**
ADDRESS OF PREMISES **2727 Old Concord Road** **Salisbury, North Carolina 28146**	PDN Number: **N/A**

THIS AMENDMENT is made and entered into between **Rowan County**

whose address is: **130 West Innes Street; Salisbury, North Carolina 28144**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **August 1, 2018** through **July 31, 2021**.

2. **Effective August 1, 2018**, the Government will pay the Lessor annual rent of **$15,912.00** payable at the rate of **$1,326.00** per month (representing **$9.00** per square foot for **1,768** net usable square feet) in arrears.

3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page…)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

(Amendment continued…) …parties covenant and agree that the said Lease is amended as follows:

4. Janitorial requirements now include the following:

Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

INITIALS: _____ & _____
LESSOR GOV'T

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT **No. 5** TO LEASE NO. **Rowan County, NC USDA Service Center**
ADDRESS OF PREMISES **2727 Old Concord Road** **Salisbury, North Carolina 28146**	PDN Number: **N/A**

THIS AMENDMENT is made and entered into between **Rowan County**

whose address is: **130 West Innes Street; Salisbury, North Carolina 28144**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **August 1, 2021** through **July 31, 2024**.

2. **Effective August 1, 2021**, the Government will pay the Lessor annual rent of **$15,912.00** payable at the rate of **$1,326.00** per month (representing **$9.00** per square foot for **1,768** net usable square feet) in arrears.

3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page…)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

(Amendment continued…) …parties covenant and agree that the said Lease is amended as follows:

4. Janitorial requirements now include the following:

Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

INITIALS: _____ & _____
LESSOR GOV'T

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: May 28, 2021
SUBJECT: Schedule Public Hearing to Consider Text Amendment 01-21 on June 21, 2021

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. See the enclosed staff memo for 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. Changes to the Sedimentation and Erosion Control Ordinance were not completed in time for consideration but should ready in July or August.

While the enclosed contain a significant number of amendments, most are mandatory while the remaining are not controversial. The Planning Board did not express any concerns with the proposed text. Staff should be able to provide a general overview of the proposed changes in 20 minutes.

ATTACHMENTS:

Description	Upload Date	Type

Staff Report	5/28/2021	Exhibit
Proposed Zoning Ordinance Changes	5/28/2021	Exhibit
Proposed Subdivision Ordinance Changes	5/28/2021	Exhibit
Proposed Flood Damage Prevention Ordinance Changes	5/28/2021	Exhibit
Proposed Historic Landmarks Ordinance Changes	5/28/2021	Exhibit
Proposed Nuisances Ordinance Changes	5/28/2021	Exhibit
Proposed Planning & Development Ordinance Changes	5/28/2021	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: May 28, 2021
RE: **Text Amendment 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Schedule Public Hearing to consider **Text Amendment 01-21** on June 21, 2021

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 July or 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)].

MAY 24, 2021 PLANNING BOARD MEETING

The Planning Board voted unanimously (7-0) to recommend approval of the request with no recommended changes. Their statement of consistency will be available at the scheduled public hearing.

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 (771) 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 (771) 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

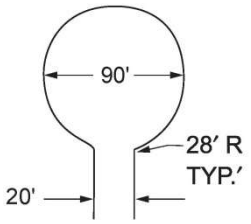
traffic shall be permitted where the total effect on the intersection is to reduce traffic hazards and provide for smooth traffic flow at the intersection as a whole. As an example, where a one-way street leaves or enters a street divided by a median strip or otherwise controlled to prevent left turns, 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:

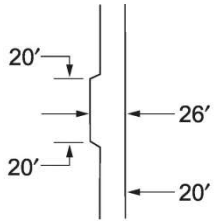
1. Twenty (20) feet in width;

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 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.

Flood proofing 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, 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~~,~~ **and** 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~~ **July 19, 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.**

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.**

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.**

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 legislative hearing by the county commissioners to receive public comment regarding the ordinance consistent with hearing procedures specified in 21-315 of the Rowan County Zoning Ordinance for courtesy and legislative hearings for a zoning map amendment.** ~~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~~ **legislative** 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~~ **notice** of the designation within twenty-one (21) days after the ~~public~~ **legislative** 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 the 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:	Valerie Steele, Airport & Transit Director
DATE:	5/28/2021
SUBJECT:	Ground Leased Hangar Transfer Grimstead_Amos Lease Assignment T12

The estate of Michael Grimstead transferred the ownership of T12 to Davey Amos. A new ground lease has been prepared and awaits signature.

Approve lease for signature.

ATTACHMENTS:

Description	Upload Date	Type
Lease and supporting documentation	5/28/2021	Exhibit

NORTH CAROLINA

ROWAN COUNTY

ASSIGNMENT OF HANGAR LEASE

This Agreement made the 28 day of May, 2021 by and among the ESTATE OF WILLIAM MICHAEL GRIMSTEAD (hereinafter referred to as the "Tenant"), ROWAN COUNTY, a body politic (hereinafter referred to as the "Landlord"), and DAVID ROBERT AMOS (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 28 day of May, 2021, Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as T-Hangar 12 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desires to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THERREFORE, in consideration of the sum of 22,000.00 and 00/100 Dollars paid by Assignee to Tanant, the receipt of which is hereby acknowledged, and of other good and valuable considerations, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all

of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

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

TENANT:

Estate of William Michael Grimstead

By: _____ Executor
Gary L. Bumgardner

Mailing Address: 513 Bexley Place Lane
Kernersville, NC 27284

ASSIGNEE:

_____
David Robert Amos

Mailing Address: 9301 Mt. Olive Rd
Mt. Pleasant, NC 28124

LANDLORD: ROWAN COUNTY

By: _____

_____

Mailing Address: _____

_____

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of 22,000.00, This is hereby acknowledged by ESTATE OF WILLIAM M. GRIMSTEAD and other valuable considerations, the tender and receipt of which is hereby acknowledged, for the leasehold interest, together with the personal property located theron and within, the airport hanger designated as T-Hanger No. 12, located at 3670 Airport Loop Road, Salisbury, NC, does herby grant, sell, transfer, and deliver unto David Robert Amos the leasehold interest, together with the personal property located on, about and within the airport hanger designated as T-Hanger No. 12 located at 3670 Airport Loop Road, Salisbury, NC.

To have and to hold all and singular the goods and chattels to David Robert Amos, his heirs and assigns, to his own use and behoove forever.

And the undersigned hereby covenant with the grantee that he is the lawful owner of said goods and chattels; that he has good right to sell the same as aforesaid; and, that he will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the undersigned have thereunto set forth their hand and seal, on this date:

_____

_____(SEAL)

STATE OF North Carolina

COUNTY OF Rowan

I, the undersigned Notary Public of the County or City of Salisbury and State aforesaid, certify that David Robert Amos personally appeared before me this day and acknowledged the due execution of the foregoing instrument of for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of MAY, 2021.

(Affix Seal)

TANYA B LOGAN NOTARY PUBLIC CABARRUS COUNTY, NC

_____

NOTARY PUBLIC

Tanya B. Logan

Notary's Printed or Typed Name

My Commission Expires: 11/21/2023

STATE OF NORTH CAROLINA

File No.
20E000345

Mecklenburg County

In The General Court Of Justice
Superior Court Division
Before the Clerk

IN THE MATTER OF THE ESTATE OF:

Name
WILLIAM MICHAEL GRIMSTEAD

LETTERS

Testamentary

G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.

Name And Address Of Fiduciary 1 GARY BUMGARDNER 513 BEXLEY PLACE LANE KERNERVILLE NC 27284	*Date Of Qualification* 02/06/2020 *Clerk Of Superior Court* Elisa Chinn-Gary
Title Of Fiduciary 1 EXECUTOR	**EX OFFICIO JUDGE OF PROBATE**
Name And Address Of Fiduciary 2	*Date Of Issuance* 01/13/2021 *Signature*
Title Of Fiduciary 2	☒ *Deputy CSC* ☐ *Assistant CSC* ☐ *Clerk Of Superior Court*

SEAL

NOTE: ***This letter is not valid without the official seal of the Clerk of Superior Court.***

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STATE OF NORTH CAROLINA
CERTIFICATION OF VITAL RECORD

MECKLENBURG COUNTY
REGISTER OF DEEDS - HEALTH DEPARTMENT
CHARLOTTE, NORTH CAROLINA
CERTIFICATE OF DEATH

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
N C VITAL RECORDS
CERTIFICATE OF DEATH

REGISTRATION DISTRICT NO. 060-02 LOCAL NO 2019007818 COUNTY OF DEATH Mecklenburg STATE FILE NO

DECEDENT — TYPE/PRINT IN PERMANENT BLACK, BLUE-BLACK OR BLUE INK

DECEDENT'S LEGAL NAME

1a FIRST	1b MIDDLE	1c LAST	1d SUFFIX	1e LAST NAME PRIOR TO FIRST MARRIAGE
William	Michael	Grimstead		
aka	aka	aka		

2 SEX	3a AGE-LAST BIRTHDAY (Yrs)	3b UNDER 1 YEAR Months	Days	3c UNDER 1 DAY Hours	Minutes	4 DATE OF BIRTH (Month/Day/Year)	5 BIRTHPLACE (County/State or Foreign Country)	6 DATE OF DEATH (Month/Day/Year)
M	65					May 18, 1954	Watauga/NC	DECEMBER 4, 2019

PLACE OF DEATH (Check only one)
7a IF DEATH OCCURRED IN A HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA
7b IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL ☐ Hospice facility ☐ Nursing home/Long term care facility ☑ Decedent's home ☐ Other (Specify)

7c FACILITY NAME (If not institution, give street and number)	7d CITY OR TOWN	7e COUNTY OF DEATH
19903 SCANMAR LANE	CORNELIUS	Mecklenburg

8 MARITAL STATUS	9 SURVIVING SPOUSE (Give name prior to first marriage)	10a DECEDENT'S USUAL OCCUPATION (Do not use retired)	10b KIND OF BUSINESS/INDUSTRY
☐ Married ☑ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown	Sherree Shinn	Airline Pilot	Airline

11 SOCIAL SECURITY NUMBER	12a RESIDENCE-STATE OR FOREIGN COUNTRY	12b COUNTY	12c CITY OR TOWN
237-80-6437	North Carolina	Mecklenburg	Cornelius

12d STREET AND NUMBER	12e INSIDE CITY LIMITS	12f ZIP CODE	13 WAS DECEDENT EVER IN U.S. ARMED FORCES?
19903 Scanmar Lane	☑ Yes ☐ No	28031	☐ Yes ☒ No

NAME OF DECEDENT (For use by Physician, Institution or Medical Examiner) William Grimstead

14 DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at the time of death)
☐ 8th grade or less
☐ 9th–12th grade, no diploma
☐ High school graduate or GED completed
☐ Some college credit, but no degree
☒ Associate degree (e g , AA, AS)
☐ Bachelor's degree (e g , BA, AB, BS)
☐ Master's degree (e g , MA, MS, MEng, MEd, MSW, MBA)
☐ Doctorate (e g , PhD, EdD) or Professional degree (e g , MD, DDS, DVM, LLB, JD)

15 DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino Check the "No" box if decedent is not Spanish/Hispanic/Latino)
☒ No, not Spanish/Hispanic/Latino
☐ Yes, Mexican, Mexican American, Chicano
☐ Yes, Puerto Rican
☐ Yes, Cuban
☐ Yes, other Spanish/Hispanic/Latino (Specify)

16 DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be)
☑ White
☐ Black or African American
☐ American Indian or Alaska Native (Name of the enrolled or principal tribe)
☐ Asian Indian ☐ Japanese ☐ Chinese ☐ Korean ☐ Filipino ☐ Vietnamese
☐ Other Asian (Specify)
☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan ☐ Other Pacific Islander (Specify)
☐ Other (Specify)

PARENTS

17 FATHER/PARENT NAME (First, Middle, Last) (Last Name Prior to First Marriage)	18 MOTHER/PARENT NAME (First, Middle, Last) (Last Name Prior to First Marriage)
Donald Ray Grimstead	Shirley Payne

DISPOSITION

19a INFORMANT'S NAME	19b RELATIONSHIP TO DECEDENT	19c MAILING ADDRESS (Street and Number, City, State, Zip Code)
Sherree Grimstead	Wife	151 Capital Avenue Apt. 3310 Mooresville NC 28117

20a METHOD OF DISPOSITION ☑ Burial ☐ Cremation ☐ Donation ☐ Entombment ☐ Removal from State ☐ Other (Specify)	20b PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	20c LOCATION (City or Town and State)
	Scenic Memorial Gardens	Wilkesboro, NC

21a SIGNATURE OF FUNERAL DIRECTOR	21b LICENSE NUMBER	21c NAME OF EMBALMER	21d LICENSE NUMBER
	3566	Robin A. England	1095

22 NAME AND ADDRESS OF FUNERAL HOME
Reins Sturdivant Funeral Home PO Box 1428 North Wilkesboro, NC 28659

MEDICAL CERTIFICATION

23 Part I Enter the chain of events (diseases, injuries or complications) that directly caused the death DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology on lines b, c and/or d Enter only one cause on a line DO NOT ABBREVIATE

		Approximate interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a	Gunshot wound of chest	
Sequentially list conditions, if any, leading to the cause listed on line a Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST b	Due to (or as a consequence of)	
c	Due to (or as a consequence of)	
d	Due to (or as a consequence of)	

PART II Other significant conditions contributing to death but not resulting in the underlying cause given in PART I

24a WAS AN AUTOPSY PERFORMED?	24b WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?
☐ Yes ☑ No	☐ Yes ☐ No

25 MANNER OF DEATH	26a WAS CASE REFERRED TO MEDICAL EXAMINER?	27 TIME OF DEATH (Approximate)	28 DID TOBACCO USE CONTRIBUTE TO DEATH?	29 IF FEMALE
☐ Natural ☐ Homicide ☐ Accident ☐ Pending ☑ Suicide ☐ Cannot be determined	☑ Yes ☐ No 26b IF YES ☐ Declined by Medical Examiner	Before 17 59	☐ Yes ☐ Probably ☑ No ☐ Unknown	☐ Pregnant at time of death ☐ Not pregnant within past year ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year

BURIAL/CREMATION PERMIT — Medical Examiner: Authorization for Disposition/Transportation After the medical examiner completes and signs the burial/cremation authorization, it constitutes authority for burial, cremation, transportation or removal from the state. A copy of this form serves as a Burial/Cremation Permit.

MEDICAL EXAMINER ONLY

30 DATE PRONOUNCED (Month/Day/Year)	31a DATE OF INJURY (Month/Day/Year)	31b TIME OF INJURY	31c INJURY AT WORK?	31d PLACE OF INJURY–at home, farm, street, factory, office, building, etc	31e IF TRANSPORTATION INJURY SPECIFY
12/04/2019	12/04/2019	17:59	☐ Yes ☑ No	home	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)

31f DESCRIBE HOW INJURY OCCURRED	31g LOCATION OF INJURY (Street/Number/City/State)
shot self with handgun	19903 Scanmar Ln Cornelius, NC

CERTIFIER

32 CERTIFIER (Check only one)
☐ Certifying physician/nurse practitioner/physician assistant – To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated
☑ Medical Examiner – On the basis of examination, and/or investigation, in my opinion death occurred at the time, date, and place, and due to the cause(s) and manner stated

33a SIGNATURE AND TITLE OF CERTIFIER	33b LICENSE NUMBER	33c DATE SIGNED (Month/Day/Year)
	200200760	DECEMBER 5, 2019

33d NAME AND ADDRESS OF CERTIFIER (Print legibly) Thomas D Owens, MD 3440 RENO AVENUE CHARLOTTE, NC 28216

REGISTRAR

34 FOR LOCAL REGISTRAR (Name)	35 DATE FILED (Month/Day/Year)	36 DATE REGISTERED BY STATE
Gibbie Harris GH	DEC 16 2019	

DATE CORRECTED (Mo/Day/Yr) ITEM(S) CORRECTED
DATE AMENDED (Mo/Day/Yr) ITEM(S) AMENDED

DHHS 1672 (REVISED 11/2017) N C VITAL RECORDS

THIS IS TO CERTIFY THIS IS A TRUE AND CORRECT REPRODUCTION OF THE OFFICIAL RECORD FILED IN MECKLENBURG COUNTY.

V 1278392

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY December 17, 2019

Gibbie Harris
Health Director & Registrar

Fredrick Smith
Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

FREDRICK SMITH REGISTER OF DEEDS MECKLENBURG COUNTY N.C.

NC Vital Records Security Paper
All Rights Reserved
THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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: Micah Ennis, Social Service Director
DATE: 5/28/2021
SUBJECT: New CPS Positions

Please see attached Memorandum, Executive Summary, Budget Worksheets, and Position Justification Descriptions for details of the need for additional Child Protective Services Social Work staff to meet caseload standards and ensure child safety.

Approve 4 CPS Social Worker positions and 1 Social Work Supervisor position effective 6/7/2021 to decrease CPS caseload sizes and help meet state standards.

ATTACHMENTS:

Description	Upload Date	Type
New CPS Positions	5/28/2021	Cover Memo
New CPS Positions-Executive Summary	5/28/2021	Exhibit
Budget Worksheets and Justification (CPSSW)	5/28/2021	Backup Material
Budget Worksheets and Justification (CPSSWS)	5/28/2021	Backup Material

Douglas A. Smith
DSS Board Chair

Micah M. Ennis
Director

Rowan County Department of Social Services
1813 East Innes Street
Salisbury, NC 28146

MEMORANDUM

DATE: May 28, 2021
TO: Rowan County Board of Commissioners
FROM: Micah Ennis, Social Services Director
REGARDING: Position Requests for Child Protective Services

This is my formal request for four (4) Child Protective Services Social Worker positions and one (1) Social Work Supervisor III position as quickly as can be arranged in order to help us address the case staffing shortfall in CPS Assessments.

Please find the following attachments:

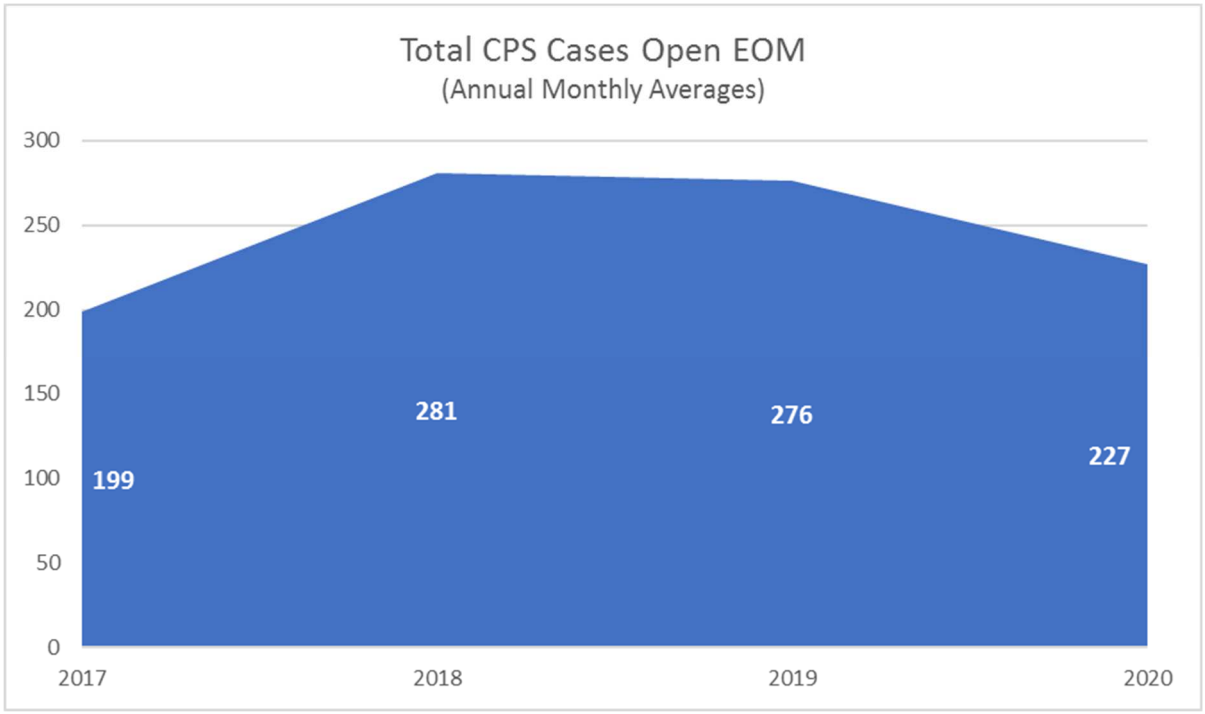
1) Executive Summary
2) Justifications and budget worksheets

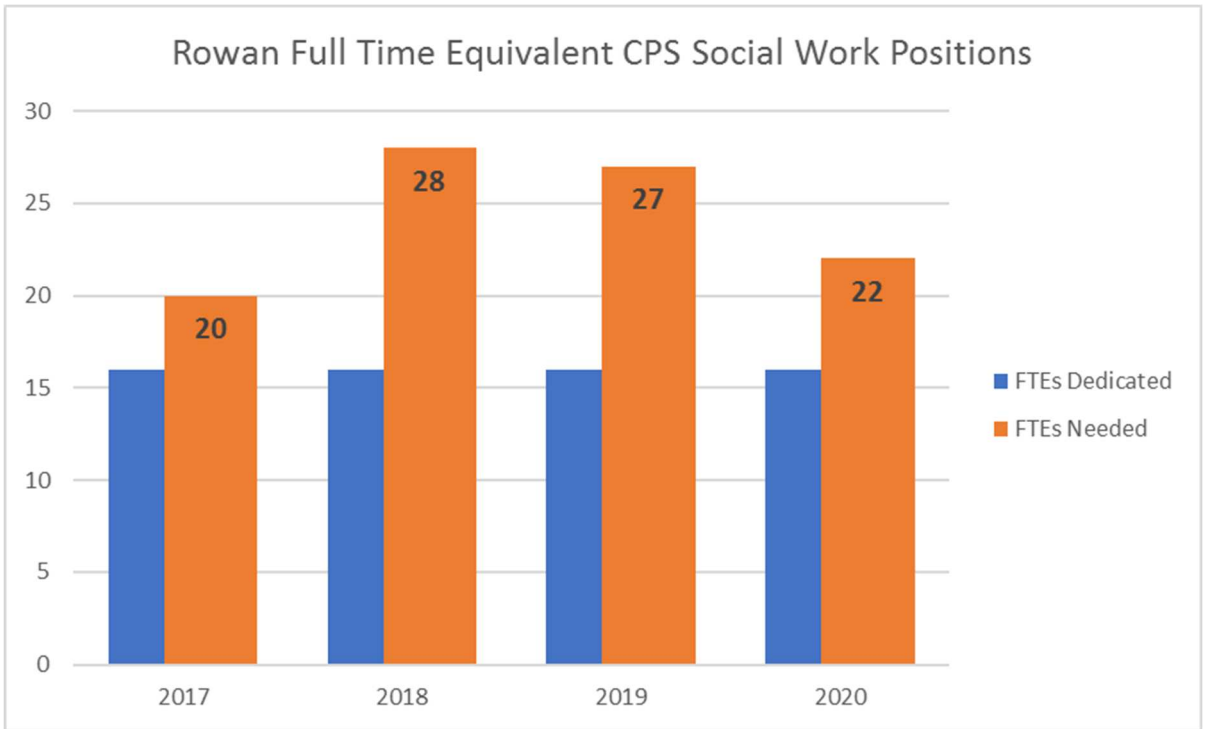
I genuinely appreciate your partnership in addressing this important matter.

It is the policy of Department of Health and Human Services to provide services, care, benefits, and assistance to all qualified persons without regard to race, color, national origin, sex, religion, age, disability, or political beliefs

Rowan County DSS Position Request
Executive Summary

Data from Calendar Years 2017 to 2020





The Child Welfare Services Data Workbook is the source for this data.
Charts prepared based on the data by Micah Ennis.

How did we get here?

- Calendar Year 2018 data was not a big surprise because of the implementation of NCFAST.
- It was the expectation that caseload sizes would level off. At the same time, there were crises in the Economic Services Division.
    - This data led DSS Management to recommend positions for Economic Services and not Child Protective Services.
- Calendar Year 2019 data showed that the caseloads had NOT leveled off. DSS Management made recommendations for the FY2021 budget; however, at the time of presentation, the pandemic was hitting our community hard.
    - Understandably, the approved FY2021 budget did not include additional CPS Workers when county leadership was unsure how the virus would impact our community and our work.
- Calendar Year 2020 data now paints a picture of an ongoing pattern of higher caseloads and a need for more CPS workers; however, since the gap between what we have and what we need has decreased somewhat, a more conservative approach seems reasonable.
- Calendar Year 2021 (not pictured here) shows the need for 21 CPS workers.

    - *DSS and County Leadership decisions prior to today are consistent with the available data and circumstances at those times.*
    - *The available data and today's circumstances point to a DSS and County decision to add the requested positions.*

Related factors:

- Turnover is a related factor in all Child Protective Services agencies; however, it does not impact the number of FTEs dedicated and the number of FTEs needed per available data.
- The County DSS Director is looking at every available resource to assess and address turnover and mitigate it to the degree possible, to include an internal audit provided by our county.
- Child Protective Services Social Workers are required to have a minimum of 72 hours preservice training and an additional 66 hours within the first year of employment (138 hours totals). Retaining trained, experienced staff is an important management consideration as the investment is significant.

In closing:

    - *Our county has made the best possible decisions in prior years around Child Protective Services Staffing, wisely using data to make these decisions.*
    - *The county portion of the positions is just under $223,000.00, which may ultimately be a bargain compared to the costly impact of turnover due to caseload size or worse yet, the human and financial impact of a preventable child fatality.*

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Social Services				
Position Title	CPS Social Worker-Assessments (4 positions)				
Hours *(per week)*	40	Increase	$ 43,686.80	Grade	20 (9%)
Position Title, Salary, Grade - confirmed with Human Resources:		X	Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 57,042.00	$ (29,661.84)	$ -	$ 27,380.16
Health Insurance	$910 / Mo	10,920.00	$ (5,678.40)	-	$ 5,241.60
Medicare	1.45%	828.00	$ (430.56)	-	$ 397.44
Retirement	10.21%	5,824.00	$ (3,028.48)	-	$ 2,795.52
Social Security	6.20%	3,537.00	$ (1,839.24)	-	$ 1,697.76
Workers Comp (Varies)	2.50%	1,427.00	$ (742.04)	-	$ 684.96
401(k)	3.00%	1,712.00	$ (890.24)	-	$ 821.76
Total Salary / Benefits		81,290.00	(42,270.80)	-	39,019.20
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Telephone License		-	-	-	-
MacBook Air		900.00	(540.00)	-	360.00
Computer License		300.00	(180.00)	-	120.00
MacBook Docking Station		300.00	(180.00)	-	120.00
Dual Monitors		350.00	(210.00)	-	140.00
Cell Phone/Data		540.00	(324.00)	-	216.00
Northwoods License		2,349.00	(1,409.40)	-	939.60
Laserfiche/S&M License		730.00	(438.00)	-	292.00
Supplies		200.00	(120.00)	-	80.00
Travel		5,000.00	$ (2,600.00)	-	2,400.00
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		10,669.00	(6,001.40)	-	4,667.60
Total Cost		$ 91,959.00	$ (48,272.20)	$ -	$ 43,686.80

ROWAN COUNTY **2022 BUDGET YEAR**
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

Department Name	Social Services	Department Number	5300
Position Title	CPS Social Worker-Assessments (4 positions)	Total Cost from Position Request; including wages, benefits and supplies/equipment	$ 174,748

Justification *(please type in space below)*

The CPS Social Worker positions are required to ensure the safety of children alleged to abused, neglected, and dependent. Adequate staffing is necessary to ensure reports are initiated in a timely manner, which is a federal measure in the Child and Family Services Review as well as a state Performance Measure on the state published dashboard beginning January 1, 2021. Further, adequate staffing has the potential to positively impact timely case decisions, which is an item on the Department Program Development Plan (PDP) for the last couple of years. Most importantly, the safety of Rowan County children is compromised when we are not adequately staffed in this work area to ensure services are available. The state sets the caseload at 10 per worker for CPS Assessment cases. Based on the Child Welfare Workforce Databook turned in to our state partners for the last 3 years, we remain around 50% over caseload standards on average. Higher caseloads historically results in additional staff turnover, which further impedes progress toward a capable workforce ensuring child safety. Potentially poor federal and state performance measures would be a negative reflection on the agency and county. The four requested positions would reduce the current average caseload size to less than 30% higher than caseload standards, with the potential to meet caseload standards by having enough person power to provide necessary attention to case details and process more cases within state mandated time frames.

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2022 BUDGET YEAR

Key in gray sections only

Department Name	Social Services				
Position Title	Social Work Supervisor III-CPS Assessments				
Hours *(per week)*	40	Increase	$ 47,947.44	Grade	23 (9%)
Position Title, Salary, Grade - confirmed with Human Resources:		X	Yes		No

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		$ 66,034.00	$ (34,337.68)	$ -	$ 31,696.32
Health Insurance	$910 / Mo	10,920.00	$ (5,678.40)	-	$ 5,241.60
Medicare	1.45%	958.00	$ (498.16)	-	$ 459.84
Retirement	10.21%	6,743.00	$ (3,506.36)	-	$ 3,236.64
Social Security	6.20%	4,095.00	$ (2,129.40)	-	$ 1,965.60
Workers Comp (Varies)	2.50%	1,651.00	$ (858.52)	-	$ 792.48
401(k)	3.00%	1,982.00	$ (1,030.64)	-	$ 951.36
Total Salary / Benefits		92,383.00	(48,039.16)	-	44,343.84
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Telephone License		-	-	-	-
Sharefile License		140.00	(84.00)	-	56.00
MacBook Air		900.00	(540.00)	-	360.00
Computer License		300.00	(180.00)	-	120.00
MacBook Docking Station		300.00	(180.00)	-	120.00
Dual Monitors		350.00	(210.00)	-	140.00
Cell Phone/Data		540.00	(324.00)	-	216.00
Northwoods License		2,349.00	(1,409.40)	-	939.60
Laserfiche/S&M License		730.00	(438.00)	-	292.00
Supplies		400.00	(240.00)	-	160.00
Travel		2,500.00	$ (1,300.00)	-	1,200.00
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		8,509.00	(4,905.40)	-	3,603.60
Total Cost		$ 100,892.00	$ (52,944.56)	$ -	$ 47,947.44

ROWAN COUNTY **2022 BUDGET YEAR**
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

Department Name	Social Services	Department Number	5300
Position Title	Social Work Supervisor III-CPS Assessments	Total Cost from Position Request; including wages, benefits and supplies/equipment	$ 47,947

Justification *(please type in space below)*

The Child Protective Services (CPS) Social Work Supervisor position is required to ensure the safety of children alleged to abused, neglected, and dependent. NCDHHS policy requires that supervisor to worker ratios do not exceed an average of one full time equivalent (FTE) supervisory position to five FTE social work positions. Adequate supervisory oversight is necessary to ensure CPS social workers follow federal and state statutes, administrative rules, and child welfare services policy, as well as provide the 2nd level review of every case decision. CPS social work supervisors are responsible to ensure timely case initiation, which is a required Performance Measure being published on the state dashboard beginning January 1, 2021. Further, adequate supervision assists workers in closing cases in a timely manner, which is an item that remains on the Performance Development Plan (PDP) that has been in place for a couple of years. Primarily, the safety of Rowan County children is compromised when we are not adequately staffed in this work area to ensure services are available. It is imperative for the Department to maintain the state ratio for the level of critical decisions of child safety, well-being and permanence that are being made. The addition of four social workers in this work area requires the addition of a supervior to meet the supervisor to staff ratio.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

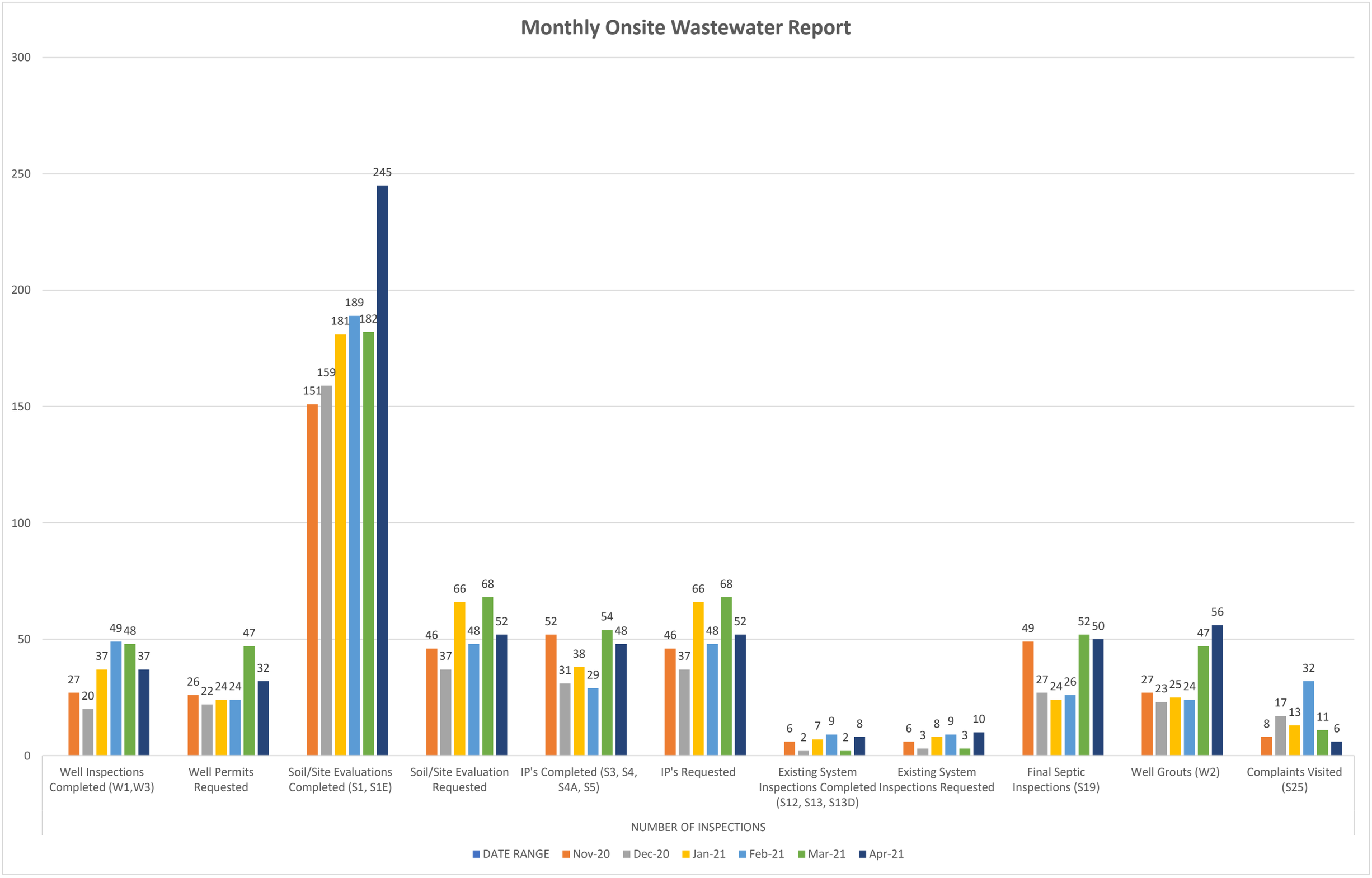
MEMO TO COMMISSIONERS:

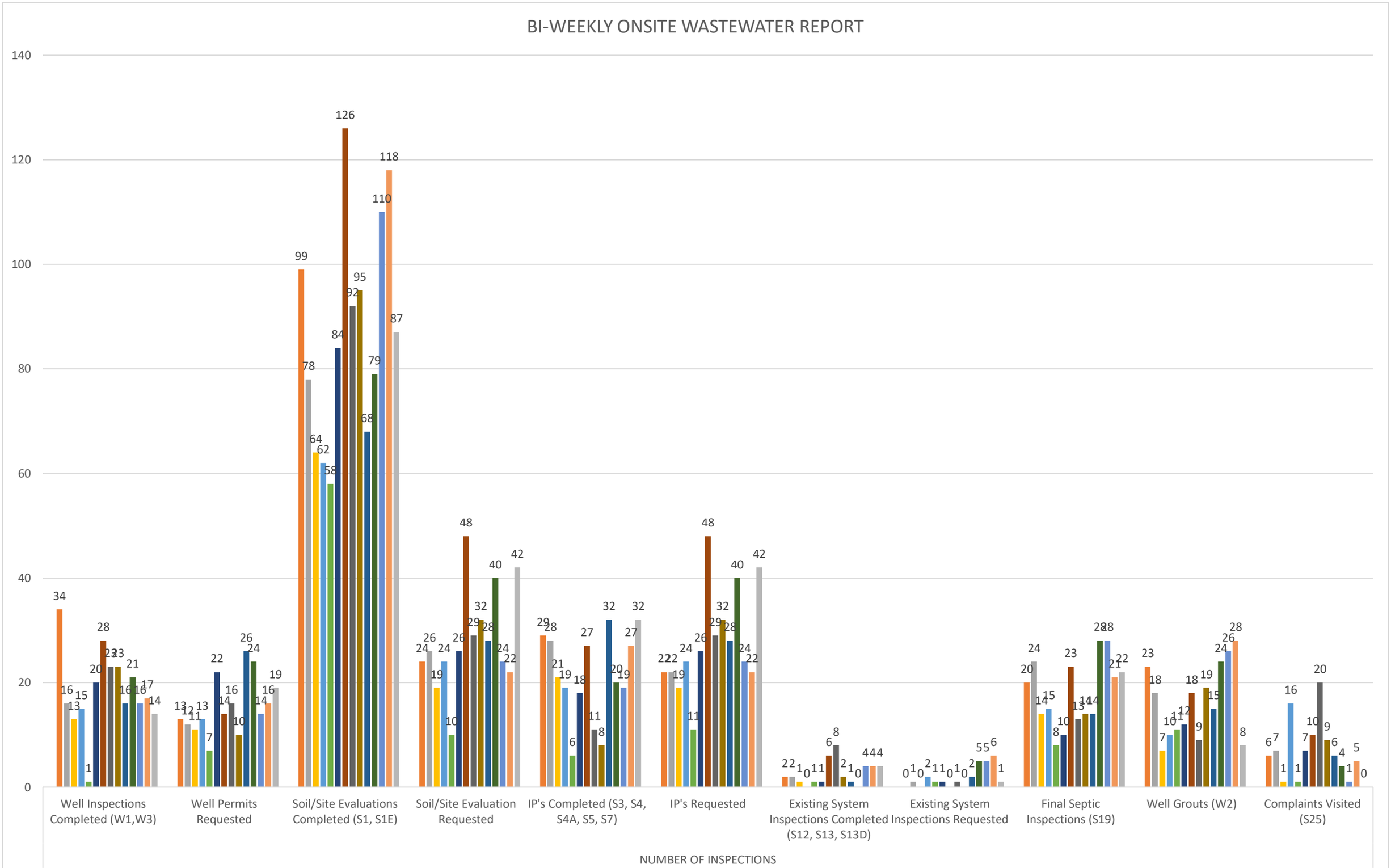
FROM: Alyssa Harris
DATE: 05/24/2021
SUBJECT: Bi-weekly Environmental Health Report

Bi-weekly Environmental Health report

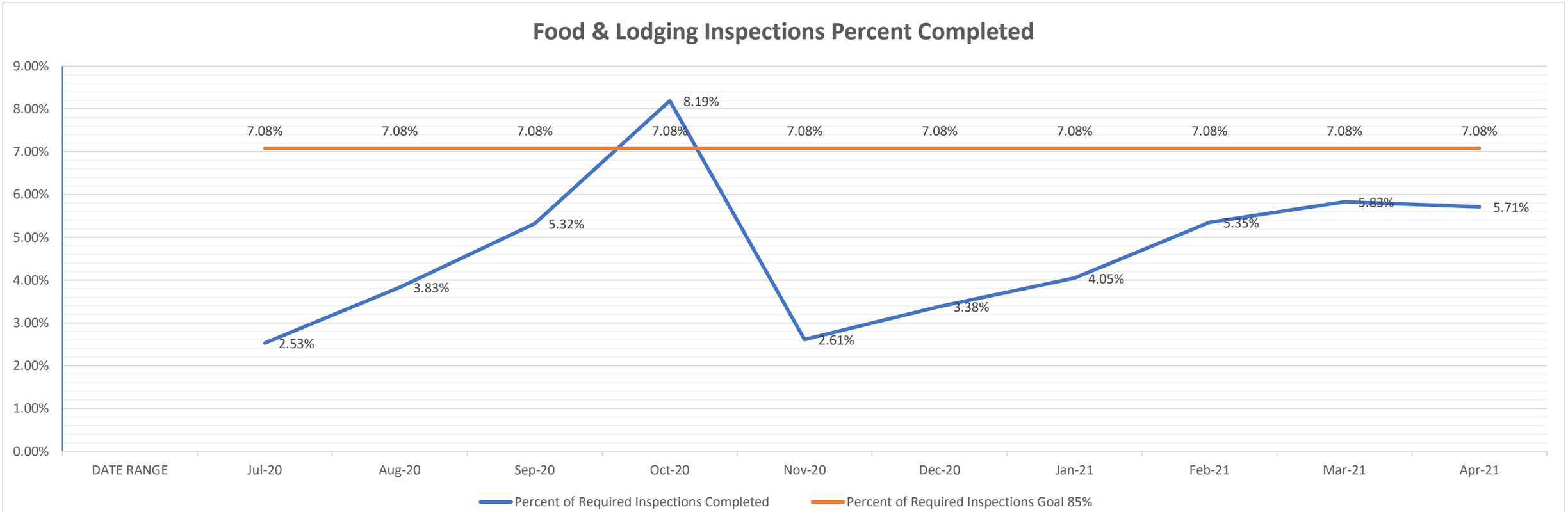
ATTACHMENTS:

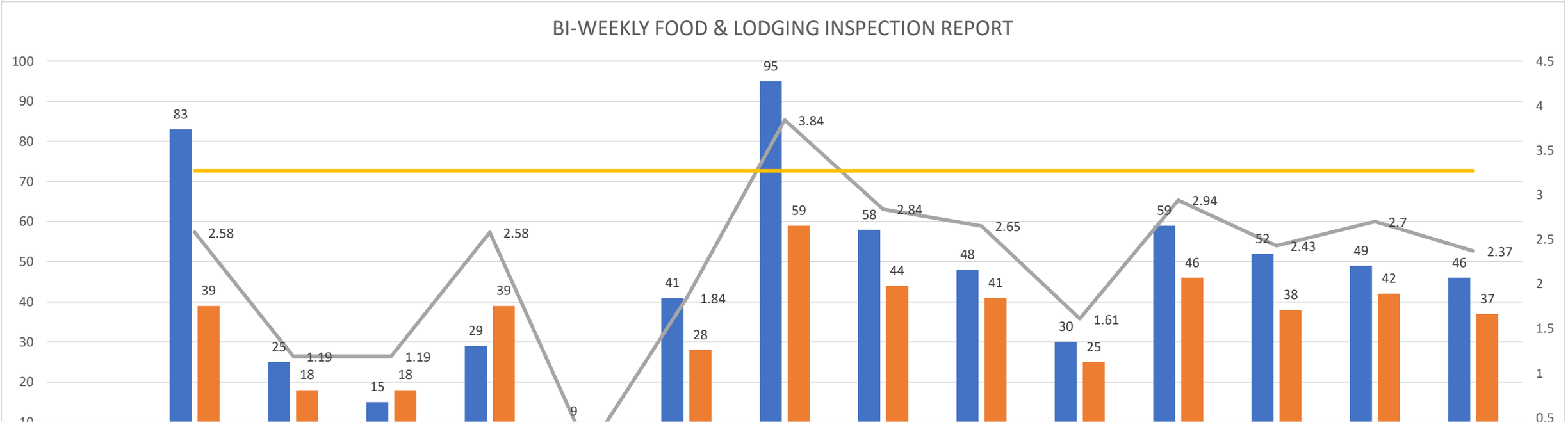
Description	Upload Date	Type
Bi-Weekly Commission Reports	5/24/2021	Backup Material
Bi-Weekly Commission Graphs	5/24/2021	Backup Material

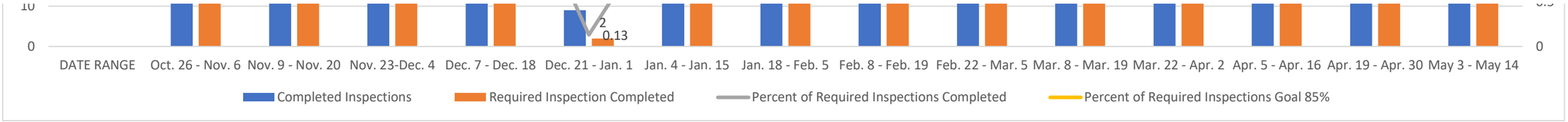

Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
27 20 37 49 48 37
Well Permits Requested
26 22 24 24 47 32
Soil/Site Evaluations Completed (S1, S1E)
151 159 181 189 182 245
Soil/Site Evaluation Requested
46 37 66 48 68 52
IP's Completed (S3, S4, S4A, S5)
52 31 38 29 54 48
IP's Requested
46 37 66 48 68 52
Existing System Inspections Completed (S12, S13, S13D)
6 2 7 9 2 8
Existing System Inspections Requested
6 3 8 9 3 10
Final Septic Inspections (S19)
49 27 24 26 52 50
Well Grouts (W2)
27 23 25 24 47 56
Complaints Visited (S25)
8 17 13 32 11 6
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21

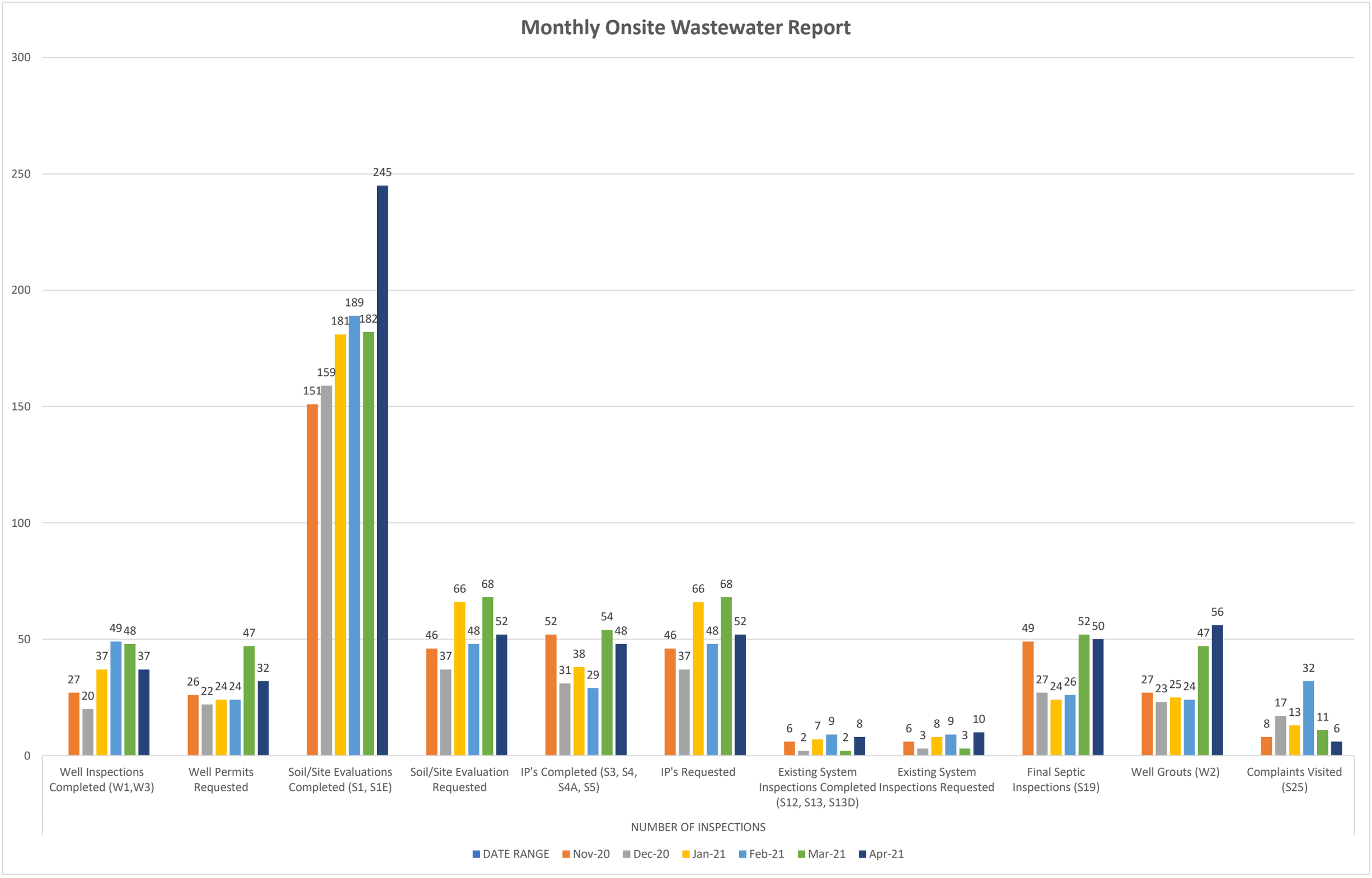

BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing 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






10
0
2
0.13
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
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%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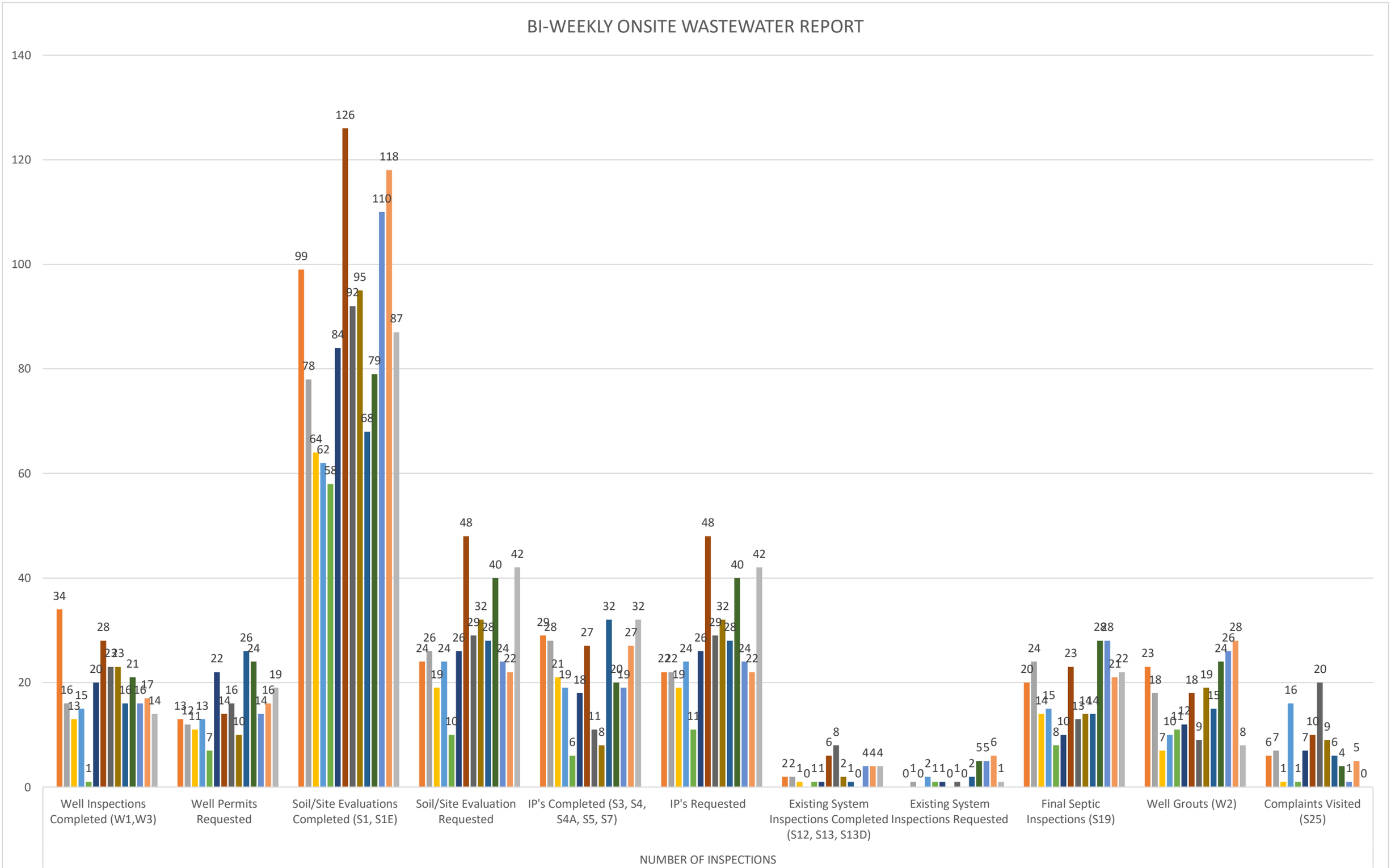
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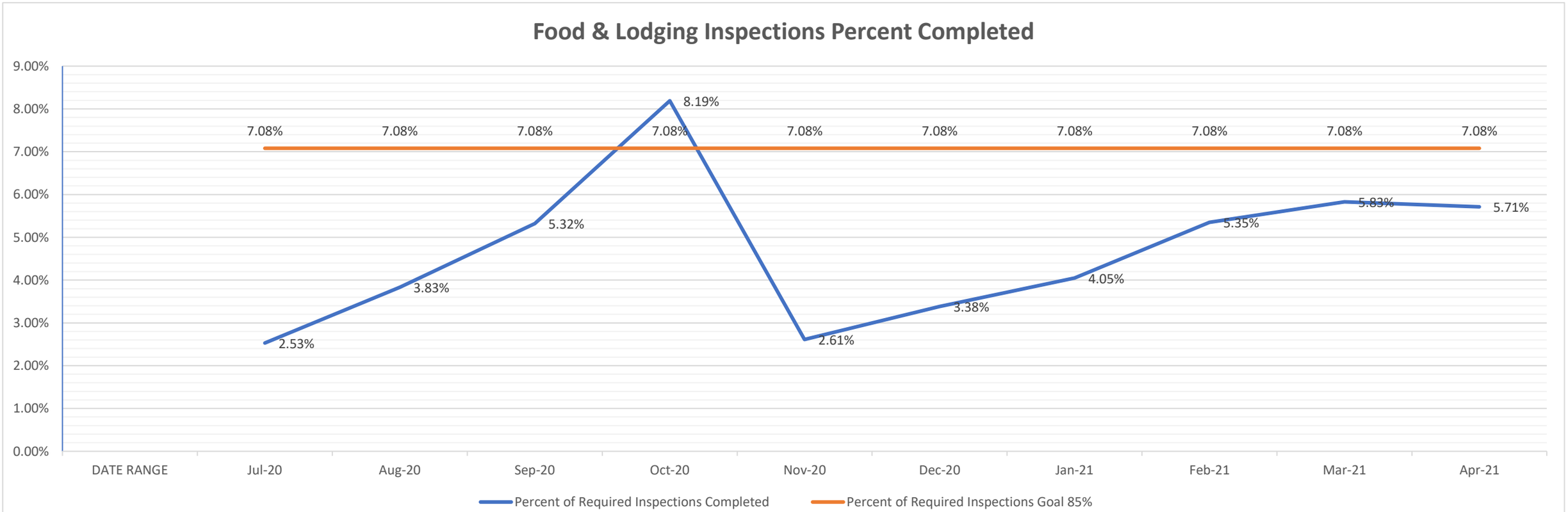

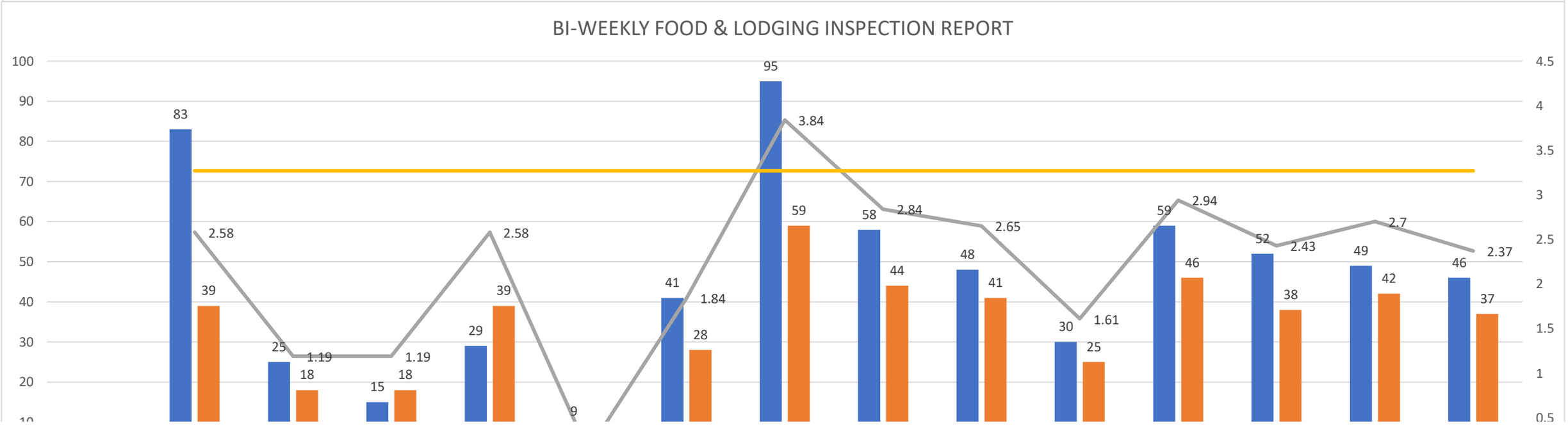

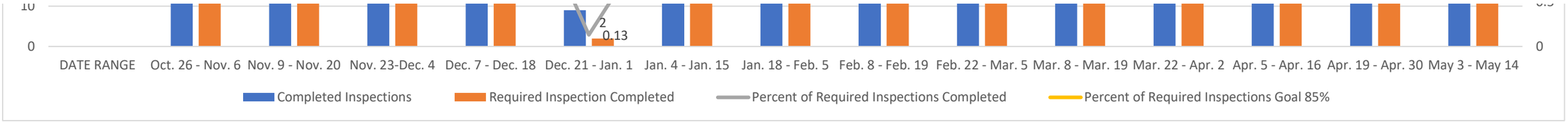
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Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

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:	Finance Department, Rowan County Attorney
DATE:	May 28, 2021
SUBJECT:	EC Rowan, LLC Security Satisfaction

EC Rowan LLC signed a Promissory Note with Rowan County January 27, 2017 in association with developing a facility on Chamandy Drive in Rowan County. The principal and interest payable in one lump sum payment on the fifth anniversary unless all three of the following have occurred: site preparation, construction complete and tenant occupied with jobs.

We have confirmed with Scott Shelton of the EDC that performance of the terms of the original debt has been completed and the debt should be released as stated in the Development Agreement.

Attached is the original Promissory Note, Deed of Trust Recorded, Reaffirmation of Deed of Trust Recorded, Economic Development Agreement Executed and the Satisfaction of Security Instrument to be signed.

Please approve the Satisfaction Document and authorize the Finance Director to sign the Satisfaction Document on behalf of Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Promissory Note	5/28/2021	Backup Material
Recorded Deed of Trust	5/28/2021	Backup Material
Reaffirmation of Deed of Trust Recorded	5/28/2021	Backup Material
Economic Development Agreement	5/28/2021	Backup Material
Satisfaction Deed of Trust EC Rowan LLC	5/28/2021	Backup Material

PROMISSORY NOTE

$538,710.00 January 27, 2017

FOR VALUE RECEIVED, the undersigned, **EC ROWAN, LLC**, a North Carolina limited liability company (hereinafter referred to as the "Borrower"), promises to pay to the order of **ROWAN COUNTY, a body politic** (hereinafter, together with any holder of this Note, the "Lender"), at its finance office located at 130 West Innes Street, Salisbury, North Carolina, or at such other address as Lender may from time to time designate in writing, $538,710.00 or so much as may be advanced hereunder (the "Loan"), together with interest thereon, under the terms and conditions of that certain Economic Development Agreement dated the 17th day of October, 2016 between Borrower and Lender (hereinafter, together with any extensions, revisions, modifications or amendments hereafter made, referred to as the "Agreement"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

1. Interest Rate. A rate per annum which is at all times equal to 2%.

2. Repayment Terms.

(a) Installments of Principal and Interest. Payment of principal together with interest shall be due and payable in ONE installment of all accrued interest and outstanding principal on the FIFTH Anniversary of the date hereof.

Such final payment shall be subject to and set off against any and all amounts of accrued interest and principal that have been forgiven by Lender pursuant to the terms and conditions of the Agreement.

3. Manner and Application of Payments. All payments shall be applied (i) first to the payment of late fees and delinquent interest on the outstanding principal balance; (ii) next to the payment of interest then due and payable on the outstanding principal balance; and (iii) the remainder to the reduction of outstanding principal; or in such other order as Lender may determine in its sole discretion. The principal and interest shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment.

4. Calculation of Interest Rates. All interest payable herein shall be calculated on the basis of a 360-day year for the actual number of days the principal is outstanding during each interest period.

5. Prepayment. The Borrower shall have the right to prepay the principal outstanding in full or in part at any time without premium or penalty. Any partial prepayment shall be applied to installments of principal in the inverse order of maturity and shall not postpone the due dates of, or relieve the amounts of, any scheduled installment payments due hereunder. Any amounts repaid hereunder may not be re-borrowed and shall include accrued interest and all other sums then due under any of the Loan Documents.

6. Late Charge. Borrower shall pay a late charge equal to four percent (4%) of any payment not received by Lender within fifteen (15) days after the due date thereof. Collection or acceptance by Lender of such late charge shall not constitute a waiver of any remedies of Lender provided herein.

7. Loan Documents. Proceeds of this Note will be advanced in accordance with the Agreement. This Note is secured by, among other things, the Security Documents. The Agreement and the Security Documents, and all terms, covenants and conditions thereof, are hereby incorporated herein by this reference as if set forth herein at length, and any holder of this Note is entitled to the benefits of and remedies provided in the Agreement, the Security Documents and any other agreements by and between the Borrower and the Lender.

8. Guaranty. This Note is guaranteed by the Guaranties executed by the Guarantor(s).

9. Default and Acceleration. For purposes hereof, an *Event of Default* shall mean an Event of Default as defined in the Agreement and the Security Documents. Upon the occurrence of an Event of Default, Lender shall have the right to declare the unpaid principal balance and accrued but unpaid interest on this Note, and all other amounts due hereunder, at once due and payable (and upon such declaration, the same shall be at once due and payable), to foreclose any liens and security interests securing payment hereof and to exercise any of its other rights, powers and remedies under this Note, under the Security Documents, under any other Loan Document, or at law or in equity. All of the rights, remedies, powers and privileges of Lender provided for in this Note and in any other Loan Document are cumulative of each other and of any and all other such rights at law or in equity. Upon the occurrence of an Event of Default, Borrower agrees to pay interest to Lender at a rate equal to four percentage points (4.0%) in excess of the interest rate from time to time accruing (the "Default Rate"), as set forth herein, on the aggregate indebtedness represented hereby, including accrued interest, until such aggregate indebtedness is paid in full. Borrower will also pay to Lender, in addition to the amount due, all costs of collecting, securing or attempting to collect or secure this Note, or foreclosing on or acquiring possession of the Premises (as defined in the Loan Agreement), including without limitation, court costs and reasonable attorneys' fees based on actual time incurred at the attorneys' customary hourly rates, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

10. Usury. In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event such payment is inadvertently paid by Borrower or inadvertently received by Lender, then such excess sum shall be credited as a payment of principal, unless Borrower elects to have such excess sum refunded to it forthwith. It is the express intent hereof that Borrower not pay and Lender not receive, directly or indirectly, interest in excess of that which may be legally paid by Borrower under applicable law.

11. Powers and Rights Not Waived. Lender shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by Lender.

12. Remedies Not Exclusive. All rights and remedies of Lender under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently.

13. No Defenses or Setoffs. Borrower agrees that as of the date hereof there are no defenses, equities or setoffs with respect to the obligations set forth herein.

14. Benefit. The obligations of Borrower hereunder shall be binding upon and enforceable against Borrower and its successors and assigns.

15. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina, excluding its conflicts of laws rules.

16. General Provisions. Time is of the essence with respect to Borrower's obligations under this Note. If more than one person or entity executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in Rowan County in the State of North Carolina, and venue in the city or county in which payment is to be made as specified in this Note, for the enforcement of any and all obligations under this Note and the Loan Documents; (f) waive the benefit of all

homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (h) hereby subordinate any and all rights against Borrower and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

17. Commercial Purpose. Borrower warrants that the Loan is being made solely to acquire and develop industrial real estate. Borrower further warrants that all of the proceeds of this Note shall be used for such commercial development purposes and stipulates that the Loan shall be construed for all purposes as a commercial loan, and is made for other than personal, family, household or agricultural purposes.

18. Notices. All notices, requests, consents, approvals or demands required or permitted by this Note to be given by any party to any other party hereunder shall be deemed to have been properly given or made when delivered in accordance with the Loan Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower has duly executed this Note under seal as of the date first above written.

EC ROWAN, LLC,
a North Carolina limited liability company

By: _____ (SEAL)
Name: J. Steven Summer
Title: Manager

Doc ID: 013610640014 Type: CRP
Recorded: 02/01/2017 at 01:55:18 PM
Fee Amt: $0.00 Page 1 of 14
Revenue Tax: $0.00
Rowan, NC
J. E. Brindle Register of Deeds
BK 1284 PG 279

14/TM3

Drawn By and Return To:

Ketner & Dees, PA

121 E. Kerr Street

Salisbury, NC 28144

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

DEED OF TRUST AND SECURITY AGREEMENT

Pursuant to N.C. Gen. Stat. Section 160A-20

(COLLATERAL IS OR INCLUDES FIXTURES)

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made and entered into as of this 27th day of January, 2017, by and between EC ROWAN, LLC, a North Carolina limited liability company, whose address is 639 Hoy Long Road, Winston-Salem, North Carolina, 27107 (hereinafter called the "Grantor"), and John W. Dees, II, as Trustee (hereinafter called the "Trustee"), and the County of Rowan, North Carolina, a body politic created under the laws of the State of North Carolina, whose address is 130 West Innes Street, Salisbury, North Carolina 28144 (hereinafter called the "Beneficiary");

WITNESSETH:

WHEREAS, in accordance with the provisions of N.C. Gen. Stat. Section 160A-20, the Beneficiary has agreed pursuant to an Economic Development Agreement by and between the Beneficiary and the Grantor, dated of even date (hereinafter called the "Agreement"), to lend to or for the benefit of the Grantor the principal sum of $538,710.00 as evidenced by a Promissory Note of even date (the "Note");

AND WHEREAS, all principal sums for the benefit of the Grantor and secured by this Deed of Trust shall be evidenced by the Note, which Note may contain provisions for the adjustment of the interest rate, adjustments in the payments, extension or renewal of the term, among other things, the terms of which are incorporated herein by reference and the final payment date for which if not sooner paid and if payment thereof is not extended, is January 27, 2022;

AND WHEREAS, the Grantor is thereby, or shall hereafter become, indebted to the Beneficiary in an amount equal to the sum of all outstanding principal, together with interest specified in the Note;

AND WHEREAS, the Grantor desires to secure the payment of the obligations under the Note with interest and any extensions, renewals, modifications or amendments thereof, or substitutions or replacements therefore, in whole or in part, the payment of all other sums, advanced in accordance with the Note, or herewith, to protect the security of this Deed of Trust, or advanced to protect the rights of the Beneficiary hereunder or under the Note, and to secure the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described;

AND WHEREAS, all obligations of the Grantor hereunder are expressly made subject to the limitation of liability set forth in Section 13 of this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar ($1) paid to the Grantor by the Trustee, the receipt and sufficiency of which is hereby acknowledged, the Grantor has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its successors and assigns, the following described parcel of land and all improvements now or hereafter located thereon, lying and being in the County of Rowan, State of North Carolina, and more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

Such parcel of land together with all structures, buildings and other improvements (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property acquired by the Grantor pursuant to the Agreement, whether now owned or hereafter acquired, all personal property obtained in substitution or replacement therefore, and all personal property

obtained in substitution or replacement for any portion thereof, and all proceeds of the foregoing (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Trustee, his heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances except for the permitted encumbrances shown on **Exhibit B** and such other encumbrances as may be approved by the Beneficiary in writing as provided in the Agreement; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay all obligations under the Agreement in accordance with its terms, together with interest thereon, if any, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums provided under the Agreement or hereunder to protect the security of this Deed of Trust or the rights of the Beneficiary, together with interest thereon, if any, and shall comply with all the covenants, terms and conditions of the Agreement, this Deed of Trust and all other documents and agreements entered into in connection therewith and herewith, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Grantor.

This Deed of Trust secures an obligation incurred for the purchase of real property covered hereby.

Section 1. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Grantor's failure to pay within ten (10) days of when due the installment payments of principal and interest, if any, as provided in the Note or any other sum due under this Deed of Trust or the Agreement, specifically that certain Special Right to Proceeds contained therein;

(b) The Grantor's breach of any of the terms, conditions or covenants contained in this Deed of Trust; provided Grantor must have failed to cure such breach within ten (10) days of Grantor's receipt of written notice thereof;

(c) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Grantor;

(d) The Grantor's default under the terms of any instrument to which this Deed of Trust is subordinate or which is subordinate to this Deed of Trust; provided Grantor must have failed to cure such breach within ten (10) days of Grantor's receipt of written notice thereof;

(e) Default by the Grantor in keeping, performing or observing any term, covenant, agreement or condition of the Agreement, upon which the seller financing was predicated, or

default by the Grantor under any other agreement executed concurrently with the execution and delivery of the Agreement and this Deed of Trust, including, without limitation, any agreement containing provisions relating to the rights of the Grantor to receive lease payments in the event of Grantor's default; provided Grantor must have failed to cure such breach within ten (10) days of Grantor's receipt of written notice thereof; and

(f) False statement, misrepresentation or withholding facts by the Grantor in any other instrument provided by the Grantor to Beneficiary or its agents as to any matter relied upon by Beneficiary in evaluating whether to extend financing to the Grantor; and

(g) If (1) any lien, charge or encumbrance other than the permitted encumbrances as provided in the Agreement which is prior to or has priority over this Deed of Trust is found to exist, (2) proceedings are instituted or actions taken to enforce any lien, charge or encumbrance against the Property, or (3) all or any part of the Property or any interest or estate therein is sold, transferred or conveyed without the prior written consent of Beneficiary.

Section 2. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, the Beneficiary and Trustee shall have the following rights and remedies:

(a) The Beneficiary shall have the right, at its option, to declare all amounts payable under the Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

(b) On the application of the Beneficiary, if the Beneficiary shall have declared the outstanding principal balance under the Agreement to be immediately due and payable, the Beneficiary may foreclose the lien of this Deed of Trust pursuant to the power of sale hereby granted or by judicial proceeding. The Trustee is hereby granted a power of sale and may sell the Property or such part or parts thereof or interest therein as the Beneficiary may select after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and upon such sale and any resale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser.

Upon such sale(s), the Trustee shall convey title to the purchaser in fee simple. The Beneficiary shall have the right to bid at any sale thereunder. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale and is not contrary to the laws of the State of North Carolina. The Trustee may reject the bid if the deposit is not immediately made, and thereupon the Trustee may declare the next highest bidder to be the Purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. If Collateral is sold hereunder, it need not be at the place of sale. The published notice of public sale, however, shall state the time and place where the Collateral may be inspected prior to sale.

In the event a proceeding to exercise the power of sale contained herein is begun but not completed, the Grantor shall pay all expenses incurred by the Trustee and a partial commission

computed as follows: one-fourth of the hereinafter-specified commission prior to the Trustee's issuance of a notice of hearing on the right to foreclose and one-half of the hereinafter-specified commission after the issuance of such notice and prior to sale. Such expenses and partial commission may be paid by the Beneficiary on behalf of the Grantor but, in any event, shall be secured by this Deed of Trust.

The foregoing shall in no way be construed to limit the powers of sale or restrict the discretion the Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as the same may be from time to time amended, or such other laws as the Beneficiary or Trustee may be proceeding under, including the laws relating to judicial foreclosure if such is determined to be either the necessary or appropriate process to follow in foreclosing on the lien of this Deed of Trust. Except as provided in Section 13 herein, each legal, equitable or contractual right, power or remedy of the Beneficiary or Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. The exercise or beginning of the exercise of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies and without limiting the foregoing, the Trustee may sell the Property and Collateral separately or together, as a whole or in parts or parcels, at one or more sales conducted at different times and places.

(c) The Beneficiary shall have the right to collect rents, issues, profits and revenues according to the terms of Section 7 hereof.

(d) The Grantor and the Beneficiary have contemporaneously entered into the Agreement and upon the occurrence of an Event of Default thereunder, the Beneficiary shall be entitled to exercise such rights and remedies as are contained in such Agreement. The Beneficiary shall have the right to the appointment of a receiver to collect the rents and profits from the Property and Collateral without consideration of the value thereof or the solvency of any person liable for the payment of the amounts then owing. The Beneficiary at its option, in lieu of an appointment of a receiver, shall have the right to do all those things the receiver could have done. If such receiver should be appointed, or if there should be a sale of the Property and Collateral by foreclosure, as provided above, the Grantor or any person in possession of the Property and Collateral, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(e) The Trustee may proceed against the Collateral as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina. The Beneficiary may require the Grantor to assemble the Collateral, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary. The Beneficiary may take possession of the Collateral and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the Collateral at public or private sale, for cash or on credit, as a whole or in part.

(f) The exercise by the Beneficiary of any right or remedy granted to the Beneficiary or Trustee in law or equity, or by this or any other document shall not be deemed an irrevocable

election of remedies thereby precluding the Beneficiary or the Trustee from exercising or pursuing any other right or remedy granted to the Trustee or the Beneficiary under this Deed of Trust, the Agreement, or any other document or at law or in equity. All remedies contained herein in the Agreement or in any other separate agreement executed contemporaneously with the execution of this Deed of Trust are intended to be cumulative.

Section 3. APPLICATION OF PROCEEDS. Proceeds derived from the exercise of either the power of sale or the collection of rents and profits shall be applied to pay, **first,** costs and expenses, including the Trustee's commission in the amount of five percent (5%) in the event of sale, reasonable attorney's fees for legal services actually performed, and reasonable auctioneer's fees if such expenses have been incurred and any other expenses or advances made or incurred in the protection of the rights of the Trustee or in the pursuit of any remedy hereunder; **second,** to taxes and assessments due and unpaid, if the Trustee deems it appropriate to do so; **third,** to the payment of any indebtedness, including principal and interest, if any, under the Agreement, secured by this Deed of Trust; and **fourth,** the balance, if any, to the Grantor.

Section 4. PAYMENT OF AMOUNTS DUE UNDER THE AGREEMENT. The Grantor covenants and agrees that it will pay when due the principal and interest, if any, under the Agreement.

Section 5. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE OR SELF-INSURANCE.

(a) The Grantor shall pay, when due, all charges for utility services used in connection with the Property and Collateral. The Grantor shall pay, when due, any and all taxes levied by any governmental body as a result of the Grantor's ownership, possession, or use of the Property and Collateral.

(b) The Grantor shall obtain and maintain, at its expense, at all times a policy of insurance covering the Improvements on the Property and the Collateral and providing the insurance protection described Section 7.1 of the Agreement. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Beneficiary as additional insured as its interest may appear. The Grantor shall deliver to the Beneficiary the policies of insurance or duplicates thereof or other evidence satisfactory to the Beneficiary of such insurance coverage; provided, however, Grantor may provide satisfactory evidence that it participates in a program of self-insurance satisfactory to Beneficiary. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Beneficiary of the cancellation or material modification of such policy; and (ii) the coverage of the Beneficiary shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Grantor of any warranties, declarations and conditions of such insurance. The Grantor agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Grantor shall cooperate fully with the Beneficiary in filing any proof of loss with respect to any insurance policy described above. In no event shall the Grantor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance

claim with respect to the Property or the Collateral without the written consent of the Beneficiary.

Section 6. MAINTENANCE OF THE PROPERTY. The Grantor shall use the Property and the Collateral in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property or the Collateral, and shall take all reasonable action to preserve the Property and the Collateral in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property and the Collateral, and to replace any part of the Property and the Collateral as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and the Collateral and all parts thereof shall constitute Improvements and shall be subject to all the terms and conditions of this Agreement.

Section 7. ASSIGNMENT OF RENTS, LEASES AND PROFITS.

(a) As further security for the payment of the obligations under the Agreement and for the faithful performance of all the covenants, agreements, terms and provisions of this Deed of Trust, the Grantor hereby sells, transfers and assigns unto the Beneficiary all the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Grantor hereby assigns and sets over unto the Beneficiary all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"); **PROVIDED THAT NOTHING CONTAINED IN THIS SECTION 7, OR ELSEWHERE IN THIS DEED OF TRUST, SHALL CONSTITUTE CONSENT BY BENEFICIARY TO ANY SUCH TENANTS' LEASES UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT (INCLUDING THE SMITH FAMILY BASEBALL LEASE AS DEFINED IN THE AGREEMENT, TO WHICH THE BENEFICIARY HEREBY CONSENTS).** The Grantor hereby authorizes and empowers the Beneficiary to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Beneficiary, upon demand for payment thereof by the Beneficiary. No such demand shall be made unless and until there has been an Event of Default under the Note or this Deed of Trust. Until such demand is made, the Grantor is authorized by the Beneficiary to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Beneficiary.

(b) The Grantor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Grantor shall, in any manner, fail in any of the above covenants and agreements, the Beneficiary may (but shall not be obligated to) take any action the Beneficiary

deems necessary or desirable to prevent or cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under any of the Tenants' Leases. The Beneficiary shall have the right to enter upon the Property to such extent and as often as the Beneficiary, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Grantor. The Beneficiary may expend such sums of money as the Beneficiary, in its sole discretion, deems necessary for any such purpose. The Grantor hereby agrees to pay to the Beneficiary, immediately upon demand, all sums so expended by the Beneficiary, together with interest thereon from the date of each such payment at the rate provided for in the Agreement. All sums so expended by the Beneficiary, and the interest thereon, shall be secured by this Deed of Trust. The Grantor will give the Beneficiary immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Section 8. DAMAGE, DESTRUCTION OR CONDEMNATION. Pursuant to Section 7.2 of the Agreement, in the event of any damage or destruction to the Improvements on the Property and the Collateral, the Grantor shall have the option to repair and restore the Improvements on the Property and the Collateral, or to prepay the unpaid balance of principal and interest due under the Contact. Pursuant to Section 7.3 of the Agreement, in the event of a loss of title, condemnation or taking of all or any part of the Property, the Grantor shall have the option to restore the Property or to prepay the unpaid balance of principal and interest due under the Agreement.

Section 9. SECURITY AGREEMENT.

(a) This Deed of Trust shall constitute a security agreement with respect to all Collateral of the Grantor. The Grantor hereby grants to the Beneficiary a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems, all appliances, and all baseball field improvements (dugouts, fences, irrigation, etc.) located on and used in connection with the operation or maintenance of the Improvements to the extent any of the foregoing constitutes personal property. The security interest in, and lien upon the Collateral shall be in addition to, and not in lieu of, any lien upon or security interest in the Collateral acquired under real property law.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, **this Deed of Trust shall constitute a financing statement filed as a fixture filing**. The lien upon fixtures granted herein and perfected hereby shall be in addition to, and not in lieu of, any lien upon fixtures acquired under real property law.

Section 10. ENVIRONMENTAL COVENANTS.

(a) To the best of the Grantor's knowledge, the Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property except as otherwise disclosed to the Beneficiary as required by the Agreement. The Grantor covenants that such Property shall be kept free of Hazardous Materials

and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the Grantor or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials in the Project or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and Contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The Grantor has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the Grantor does receive any such notices, the Grantor shall immediately notify the Beneficiary. The Grantor, at no expense to the Beneficiary, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

(b) Notwithstanding the description of Collateral contained in this Deed of Trust, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Deed of Trust. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

_____ included as part of the Property. __x__ excluded as part of the Property.

Section 11. NOTICES. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: if to the Beneficiary, Rowan County, Attention: County Manager, 130 West Innes Street, Salisbury, NC 28144, if to the Trustee, John W. Dees, II, Ketner & Dees, PA, 121 East Kerr Street, Salisbury, NC 28144, if to the Grantor, EC Rowan, LLC, Attention: J. Steven Summer, 639 Hoy Long Road, Winston-Salem, NC 27107. The Grantor, the Trustee and the Beneficiary may, by written notice given hereunder, designate a different address where communications should be sent.

Section 12. MISCELLANEOUS.

(a) No delay or forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Beneficiary or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Trustee created by this Deed of Trust, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding to the full

extent permitted by law. These amounts together with interest on the amounts at the rate set forth in the Agreement shall be secured by this Deed of Trust and their payment enforced as if they were a part of the original debt.

(b) It is specifically agreed that the parties hereto shall in no event be deemed to have Contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(c) The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in North Carolina. In the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument. Any Trustee so appointed shall be vested with the title to the Property and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such person were named herein as Trustee.

(d) All the terms and conditions of the Agreement pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof. To the extent of any conflict between this Deed of Trust and the Agreement, the Agreement shall take priority.

(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Deed of Trust but who does not execute the Agreement hereby secured has executed the Deed of Trust only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Deed of Trust. The term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

Section 13. LIMITED OBLIGATION OF THE GRANTOR.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURSUANT TO SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE GRANTOR IN ANY ACTION FOR BREACH BY THE GRANTOR OF ITS OBLIGATIONS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE BENEFICIARY IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS OR ADDITIONAL PAYMENTS UNDER THE AGREEMENT,

OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of any Constitutional debt limitation. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of the Constitution of the State of North Carolina. This Deed of Trust shall not directly or indirectly or contingently obligate Grantor to make any payments beyond the amount appropriated, if any, in the sole discretion of the Grantor for any fiscal year in which this Deed of Trust shall be in effect. Grantor may at the end of any fiscal year terminate its future payment obligations under the Agreement secured by this Deed of Trust if Grantor has not appropriated sufficient funds to make the next fiscal year's scheduled payment obligations; however, during each fiscal year, Grantor shall exercise its best efforts to appropriate funds for such obligations due in the next fiscal year. **No deficiency judgment may be rendered against Grantor in any action for breach of a Contractual obligation under the Agreement or this Deed of Trust and the taxing power of the Beneficiary is not and may not be pledged directly or indirectly to secure any moneys due thereunder or hereunder.** No provision of this Deed of Trust shall be construed to pledge or to create a lien on any class or source of Grantor's moneys other than moneys in the Escrow Fund created pursuant to the Escrow Agreement referenced in the Agreement. In addition, any terms of this Deed of Trust which is, or may have the effect of being, a "non-substitution clause" is void and of no effect. To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section shall take priority. Notwithstanding the foregoing, nothing in this Section is intended to impair or prohibit foreclosure under this Deed of Trust if the Installment Payments (as defined under the Agreement) are not paid when due or otherwise upon the occurrence of any Event of Default, and in such event, Beneficiary may request the Trustee to foreclose on the Property and Collateral as provided in this Deed of Trust.

{Signature Page Follows}

Signature Page: Easter Creek Partners, LLC, Grantor, Rowan County, Beneficiary

IN WITNESS WHEREOF, this Deed of Trust is duly executed, sealed and delivered by the Grantor as of the day and year first above written.

EC ROWAN, LLC

By: _____
J. Steven Summer
Its: Manager/Member

STATE OF NORTH CAROLINA §
§
COUNTY OF ROWAN §

I certify that J. Steven Summer personally appeared before me this day, acknowledging to me that he or she signed the foregoing document in the capacity indicated thereon.

Date: This 30th day of January, 2017.

_____
Notary Public

Print Name: Gerri Hoyle

My Commission Expires: 02-21-2020
[Official Seal]

GERRI HOYLE
Notary Public, North Carolina
Davidson County
My Commission Expires
02-21-2020

Exhibit A

Legal Description

Exhibit B

Permitted Encumbrances

Doc ID: 013637500002 Type: CRP
Recorded: 03/15/2017 at 01:32:23 PM
Fee Amt: $0.00 Page 1 of 2
Revenue Tax: $0.00
Rowan, NC
J. E. Brindle Register of Deeds
BK 1286 PG 455

2-82
QK

REAFFIRMATION, RE-EXECUTION AND REACKNOWLEDGMENT OF PREVIOUSLY RECORDED DEED OF TRUST AND SECURITY AGREEMENT

Prepared by: Ketner & Dees, PA, 121 East Kerr Street, Salisbury, NC 28144

The undersigned hereby reaffirms and reacknowledges the terms and conditions of that certain Deed of Trust and Security Agreement recorded on February 1, 2017 in Book 1284, Page 279, Rowan County Registry, by and between EC ROWAN, LLC, a North Carolina limited liability company, as Grantor; John W. Dees, II, as Trustee, and the County of Rowan, North Carolina, a body politic, as Beneficiary, which terms and conditions are incorporated herein by reference as if fully set forth.

The undersigned hereby acknowledges that the purpose for the recording of this reaffirmation, re-execution and reacknowledgment of said instrument is:

To add the legal description that was omitted on Exhibit A to the Deed of Trust and Security Agreement and, further, to add the Permitted Encumbrances that were omitted on Exhibit B to the Deed of Trust and Security Agreement

And the undersigned does hereby convey to the trustee of the above referenced deed of trust the correct legal description:

Exhibit A

Legal Description

BEING all of Tract 1, containing 35.914 acres, more or less, as shown on map for Rowan County recorded in Map Book 9995 at page 8258 in the Rowan County Registry.

Further, the following are the Permitted Encumbrances:

Exhibit B

Permitted Encumbrances

Plat recorded in Map Book/Plat Cabinet 9995, Page/Slide 8258, aforesaid County Registry reveals the following: 25 foot front, 30 foot rear, 10 foot side setback line requirement(s); right of way of Heilig Road (State Road 2528); 30' sanitary sewer easement crossing property per Book 777, page 622; permanent drainage easement per Map Book 9995 page 7744; wet weather ditch; AT&T fiber optic lines crossing property per Book 769, page 539; wetlands; a portion of the

October 6, 2008

property lies within the 1% annual chance flood plain.

Easements / Rights of way in favor of Duke Power Company, recorded in Book 215, Page 481, Book 338, page 54, Book 407, page 588 and Book 543, page 560, aforesaid County Registry.

Possible Easement / Right of way in favor of Duke Power Company, recorded in Book 1010, Page 666, aforesaid County Registry.

Easement / Right of way in favor of Town of Granite Quarry, recorded in Book 777, Page 622, aforesaid County Registry.

Easement / Right of way in favor of AT&T, recorded in Book 769, Page 539, aforesaid County Registry.

To the extent not inconsistent herewith, the undersigned hereby ratifies and reaffirms the terms, conditions and conveyances contained in the above-referenced instrument incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument, this the 28th day of February, 2017.

EC ROWAN, LLC

By: _____
J. Steven Summer
Its: Manager/Member

State of North Carolina, County of Rowan

I Gerri Hoyle, a Notary Public of the aforesaid County and State, certify that J. Steven Summer, Manager/Member of EC Rowan, LLC, personally appeared before me this day, acknowledging to me that he or she signed the foregoing document in the capacity indicated thereon.

Date: 2-28-2017 Gerri Hoyle
Notary Public

My Commission Expires: 02-21-2020

(Affix Official/Notarial Seal)

GERRI HOYLE
Notary Public, North Carolina
Davidson County
My Commission Expires
02-21-2020

October 6, 2008

NORTH CAROLINA
ROWAN COUNTY

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 17th day of October, 2016, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and EC ROWAN, LLC, a North Carolina Limited Liability Company (hereinafter referred to as the "Company"), and the Town of Granite Quarry, a North Carolina municipal corporation (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the Company proposes to construct approximately 200,000 square feet of speculative industrial and/or manufacturing buildings (the "Facilities") on the hereinafter described Property located on Chamandy Drive in Rowan County, specifically on Phase I being all of Tract 1 consisting of 35.914 acres as shown on the attached Survey Subdivision Plat, together with an Option to Purchase Tracts 2 and 3, both as shown on the attached Exhibit A (the "Project"); and

WHEREAS, the County owns approximately seventy four (74) acres of property, more specifically shown as Tracts 1 through 3 on Exhibit A attached hereto, which is suitable for industrial development, and the County and Company have determined that the Property is a suitable location for prospective and speculative industrial building development; and

WHEREAS, the County and Town have determined that Rowan County lacks suitable industrial building inventory for the adequate recruitment of potential industrial and manufacturing employers to the area; and

WHEREAS, in order to induce the Company to purchase the Property, the County and Town are willing to provide, or cause to be provided to the Company, certain inducements upon terms and conditions binding upon the County, Town and Company as set forth herein; and

WHEREAS, prior to beginning any improvement on the Property, the Company, County and Town met and agreed to enter into this Agreement, and the Town and County each posted and published public notices and conducted the public hearings thereon as required by statute and approved this Agreement together with any additional Agreements as set forth herein; and

WHEREAS, in consideration of the undertakings and promises set forth herein, approximately $12,000,000.00 to $15,000,000.00 will be invested by or on behalf of the Company in real property improvements on Phase I of the Property, and Company will further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County pursuant to NCGS 158-7.1; and

WHEREAS, the Company would not purchase the Property, make the investments more particularly set forth herein, or decide to locate its Facilities and Project in Rowan County but for the economic development grants provided by County and Town; and

WHEREAS, it is anticipated that the Company's capital investment in the Property will result in the generation of significant ad valorem tax increases, sales tax and other revenues to the County and Town, temporary construction jobs and the potential for local sub-contractor agreements, approximately 200,000 square feet of finished space for industrial and manufacturing employer recruitment currently unavailable in Rowan County thus aiding and encouraging the

location of such in Rowan County, and increasing the business prospects of County and Town, which all taken together constitute a material basis for County and Town entering into this Agreement and providing the financial grants herein.

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

ARTICLE I
COUNTY INDUCEMENTS

The County shall sell the Property to Company and provide financial assistance to the Company as follows:

1) **The Property**. The "Property" shall mean Tracts 1 (35.914 acres), 2 (22.942 acres) and 3 (15.305 acres) as shown on Exhibit A consisting of a total of approximately 74 acres more particularly shown on Exhibit A, together with all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Agreement, and all Improvements now existing or hereinafter constructed.

2) **Phased Development**. The Property is subdivided into three (3) separate tracts, and the Company is proposing development of the Project in three (3) phases as shown in the Proposed Subdivision Plat attached as Exhibit A.

3) **The Facilities**. The Company proposes to construct upon the Property the Facilities and other improvements for Phase I consisting of (1) grading of Phase I of the 74-acre site, and (2) constructing two (2) industrial facilities totaling approximately 200,000 square feet at an estimated cost to Company of between $12,000,000 and $15,000,000. The Company shall begin site development by January 1, 2017, and construction of Building 1 of the Facilities shall begin on or before July 1, 2017 and the Company anticipates construction shall be completed on or before January 1, 2018, or as soon thereafter as practicable providing for delays due to weather and other unforeseen circumstances. Construction of Building 2 of the Facilities shall begin within six (6) months of lease or sale of Building 1 or as soon thereafter as practicable providing for delays due to weather and other unforeseen circumstances. A general development layout is attached hereto as Exhibit D.

4) **Conveyance**. The County has agreed to Seller Finance Company's purchase of the Property to be evidenced by Company's Five-Year Term Promissory Note (the "Note") and Deed of Trust, in substantial form as attached hereto as Exhibit C. Based on market information available, and together with the prospective ad valorem and business personal property tax revenue, prospective sales tax revenue over the next ten (10) years directly resulting from the Project, the County has determined that: (1) the amount of cash consideration of Fifteen Thousand and no/100 Dollars ($15,000.00) per acre for Phase I, subject to the debt forgiveness based on Company performance of specific improvements, reflects Fair Market Value under NCGS 158-7.1(d), (2) the amount of cash consideration of Fifteen Thousand and no/100 Dollars ($15,000.00) per acre for Phase II, reflects Fair Market Value, and (3) the amount of cash consideration of Fifteen Thousand and no/100 Dollars ($15,000.00)per acre for Phase III, reflects Fair Market Value. The County has further determined that the Conveyance and Project will stimulate the local economy, promote business within and marketability of County and will result in the creation

of future jobs that pay at or above the County's median average wage. The County shall convey the Property to Company pursuant to the terms and conditions of that certain Purchase Agreement in substantial form as attached hereto as Exhibit B, with general terms:

a. An appropriate Due Diligence period of not less than sixty (60) days for inspection of the Property;

b. A schedule for the phased purchase of the Property with purchase and closing of (1) Phase I to be within thirty (30) days of the expiration of the Due Diligence Period, and (2) Phase II purchase and closing within three (3) years of closing of Phase I, and (3) Phase III purchase and closing within five (5) years of closing of Phase I; and

c. An Access Agreement in substantial form as attached hereto as Exhibit E that provide access of Company to Phases II and III for grading purposes.

5) **Grants**.

a. Subject to performance by the Company of the terms and conditions of this Agreement, the County will pay to Company certain Project Grants for a period of up to three (3) consecutive years starting with the first Tax Year for which taxes are assessed on any improvements made upon the Property by Company. For the purpose of convenience only in quantifying the benefit to the County, the amount of each annual Project Grant shall be equal to one-hundred percent (100%) of the ad valorem taxes actually paid by Company to the County on the assessed tax value of the Facilities and Property for the corresponding period (excluding municipal and fire district taxes). This Grant shall terminate upon the earlier of (1) the third grant payment, or (2) Company selling the Property to a third party. To the extent such Sale occurs during a Tax Year, the amount of the Grant payable for that Tax Year shall be prorated as of the date of the Lease or Sale. Company may request the Grant no earlier than January 1 of the Tax Year for which the Grant is payable. Any Grant payable hereunder shall be paid by County within sixty (60) days of the date the Company submits its Grant request. In the event County makes any Grant payment during a Tax Year, and the Company Sells the Property after the Grant Payment, but prior to the end of the Tax Year, Company hereby agrees to repay the County the prorated portion of such Grant Payment for the period after the Lease or Sale through the end of the Tax Year.

b. Subject to performance by the Company of the terms and conditions of this Agreement, the County will pay to Company certain Construction in Progress Grants for a period not to exceed five (5) years from the date hereof as follows:

i. The Company shall be eligible for the first installment of the Construction in Progress Grant upon completion of the site pad of Phase I, and any subsequent Phase purchased by Company, according to plans and specifications approved by County. For purposes of convenience only in quantifying the benefit to the County, the amount of this Grant shall be equal to one-third (1/3) of the principal and then accrued interest on the Note, and the same

shall be deemed automatically forgiven by County and the Note correspondingly reduced upon completion of such grading; and

ii. The Company shall be eligible for the second installment of the Construction in Progress Grant upon completion of the construction of the Facilities and issuance of a Certificate of Completion by the County. For purposes of convenience only in quantifying the benefit to the County, the amount of this Grant shall be equal to one-half (1/2) of the remaining balance of principal and accrued interest on the Note after (i) above has been paid, and the same shall be deemed automatically forgiven by County and the Note correspondingly reduced upon issuance of such Certificate of Completion; and

iii. The Company shall be eligible for the third and final installment of the Construction in Progress Grant upon the Lease of substantially all of the Facilities or a Sale of the Facilities and Property to a third party job creator that qualifies for Economic Development Grants under NCGS 158-7.1. For purposes of convenience only in quantifying the benefit to the County, the amount of this Grant shall be equal to the remaining balance of principal and accrued interest on the Note after (i) and (ii) above have been paid, and the same shall be automatically deemed forgiven by County and the Note correspondingly reduced upon such sale or lease.

iv. Upon the earlier of either (1) the fifth (5^{th}) anniversary of this Agreement, or (2) a sale of the Facilities and Property to a third party that does not qualify for Economic Development Grants under NCGS 158-7.1, all of the remaining balance of principal and accrued interest shall be due and payable in full to the extent Grants above have not been made based on the Company's failure to perform the requirements therein.

6) The Project Grants will be structured as a reimbursement of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Project Grants will be made to the Company. Payment may be requested by the Company no sooner than January 1st of the fiscal year in which the taxes are due, and will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), receipt of the Company's payment of its annual property tax statement for all applicable property, and shall be equal to One Hundred Percent *(100%)* of the County property taxes (excluding municipal and fire district taxes) paid on the Assessed Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County Town of Granite Quarry tax rates for the tax year of the requested Grant. Request for payment must be submitted to the County prior to June 30^{th} of the fiscal year in which the taxes are owed.

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

ARTICLE II
TOWN INDUCEMENTS

1) **Grants**. Subject to performance by the Company of the terms and conditions of this Agreement, the Town will pay to Company certain Project Grants for a period of up to three (3) consecutive years starting with the first Tax Year for which taxes are assessed on any improvements made upon the Property by Company. For the purpose of convenience only in quantifying the benefit to the Town, the amount of each annual Project Grant shall be equal to one-hundred percent (100%) of the ad valorem taxes assessed by Town and actually paid by Company on the assessed tax value of the Facilities and Property for the corresponding period (excluding fire district taxes). This Grant shall terminate upon the earlier of (1) the third grant payment, or (2) Company selling the Property to a third party. To the extent such Sale occurs during a Tax Year, the amount of the Grant payable for that Tax Year shall be prorated as of the date of the Lease or Sale. Company may request the Grant no earlier than January 1 of the Tax Year for which the Grant is payable. Any Grant payable hereunder shall be paid by County within sixty (60) days of the date the Company submits its Grant request. In the event County makes any Grant payment during a Tax Year, and the Company Leases the Facilities or Sells the Property after the Grant Payment, but prior to the end of the Tax Year, Company hereby agrees to repay the County the prorated portion of such Grant Payment for the period after the Lease or Sale through the end of the Tax Year.

2) **Water and Sewer Utilities**. The Property is not currently served directly with water and sewer utilities, which are necessary for the development of the Facilities. The Property is located within the Town's corporate limits, and the Project will benefit the Town in the same manner as it benefits the County. In order to induce Company into making the capital improvements set forth above, Town shall provide a Utility Grant in an amount equal to the total of all costs (engineering, installation, tap, etc.) for any water and sewer line extensions and tap fees associated with making all water and sewer utilities and connections available to the Facilities. It is the intent of this Grant that Company shall bear no cost whatsoever for the extension of necessary lines outside of the Property or tap fees owed to Salisbury-Rowan Utilities for the purpose of providing such utilities to the Facilities constructed on the Property. This Utility Grant may be allotted according the Phased development plan of Company, but in any event the Grant, or any portion thereof, shall be made and all utilities installed on a schedule coordinated with Company.

ARTICLE III
SCHEDULE OF CAPITAL IMPROVEMENTS

1) The Company has determined that the property is a suitable site for location of its Facilities and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have Building 1 of the Facilities substantially completed by January 1, 2018; provided, however, this date is only the anticipated date and the parties understand usual and customary delays in construction schedules may affect the completion date.

2) The Company shall receive the Grant for three (3) separate tax years ("Grant Term"), which is anticipated to begin with property assessed as of January 1, 2018, with the first such reimbursement to be provided to the Company by the County during fiscal year beginning July 1, 2018 and ending June 30, 2019. If the facilities are not complete by January 1, 2018, the Grant shall be based on the percentage complete and assessed for that year.

3) Any subsequent qualifying expansion of the Facilities in Phase I, and any subsequent Phase purchased by the Company, shall be eligible for the Project Grant provided this Agreement is still in effect.

ARTICLE IV
TERMINATION OF GRANT AGREEMENT

1) The assistance provided by County and Town, through this Economic Development Agreement, represents a substantial commitment of public resources. Companies that participate in this program are expected to return a public benefit to County and Town through increased tax revenue, improved economic conditions and potential future development and jobs.

2) To the extent Company fails to perform any material condition hereof, County and Town may terminate this agreement, including any ancillary agreements associated herewith pursuant to Article VII(4) below.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

1) *Standing*. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.

2) *Authority*. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.

3) *Enforceability*. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.

4) *No Violations.* This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.

5) *No Conflicts*. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

6) *Certifications.* The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENANTS
COUNTY AND TOWN

The County and Town represent, warrant and covenant to the Company, as applicable, as of the date of this Agreement that:

1) They (a) have full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement, (b) by proper action have duly authorized the execution and delivery of this Agreement; and (c) are not in default under any provisions of this Agreement.

2) They have duly authorized, executed, and delivered this Agreement, and this Agreement constitutes their legal, valid, and binding obligation, enforceable in accordance with its terms.

3) There is no litigation or proceeding pending or threatened against the County or Town or affecting them which would adversely affect the validity of this Agreement.

4) They are not in default under any provision of State law which would affect their existence or powers as referred to in subsection (1).

5) To the best of their knowledge, no officer or official has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

6) With respect to this Agreement, the County and Town have complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE VII
GENERAL PROVISIONS

1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.

2) Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.

3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.

4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 6 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

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

With Copy (which does not constitute notice to):
Ketner & Dees, PA
121 East Kerr Street
Salisbury, NC 28144
Phone: (704) 637-3434
Facsimile: (704) 637-3449

To Town:
Town Manager Granite Quarry
PO Box 351
Granite Quarry, NC 28072

With Copy (which does not constitute notice to):
Woodson Sayers Firm
P.O. Box 829
SALISBURY NC 28145-0829

To Company:
Easter Creek Partners, LLC

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
Desmond G. Sheridan
804 Green Valley Road, Suite 200
Greensboro, NC 27408

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

8) Joint Defense. County, Town and Company agree to cooperate in good faith in any defense of this Agreement and/or the grants provided for herein; provided the Company shall not be required to bear any expenses in connection with such defense. In the event that any of the grants or other agreements herein are determined to be invalid, the County and Town jointly agree that they will, to the extent permitted by law, reasonably provide the Company with any permitted grants of substantially equal value to one or more of the grants determined to be unlawful.

9) Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then (a) such determination shall not invalidate or render unenforceable any other provision of this Agreement, and (2) such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable, and (c) the remaining terms hereof, together with such reconstructed provision, shall constitute the parties' entire agreement hereof.

10) No Liability of Officers or Agents. No elected official, officer, agent, or employee of the County, Town or Company shall be subject to any personal liability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated hereby. Such elected officials, officers, agents or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section shall not relieve any elected official, officer, agent or employee from the performance of any official duty provided by law. Nevertheless, the parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority execute this Agreement and the same shall be binding upon the party represented by them.

[Signature page follows]

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

EC ROWAN, LLC

By: J. Stephen Summerlin

Title: Mgr.

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger
Clerk to the Board of Commissioners

TOWN OF GRANITE QUARRY

William Feather, Mayor
Board of Aldermen

[Corporate Seal]

ATTEST:

Barbara R Blackwell
Clerk to the Board of Aldermen

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

Leslie Heidrick
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

John Dees II
County Attorney

Carl M. Short, Jr.
Town Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

PURCHASE CONTRACT

EXHIBIT C

FORM OF NOTE AND DEED OF TRUST

EXHIBIT D

PROPOSED DEVELOPMENT LAYOUT
PHASE I

EXHIBIT E

SUBSTANTIAL FORM OF ACCESS AGREEMENT

SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Purchase Money Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): EC Rowan, LLC
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: The County of Rowan, A North Carolina body politic
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 1284 at Page 279, Re-affirmed in Book 1286 at Page 176, and subordinated in Book 1305 at Page 9 and Book 1346 at Page 444 in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date:_____

Rowan County, North Carolina, a body politic

By:_____
Finance Director

State of North Carolina - County of Rowan

I, the undersigned Notary Public of the County and State aforesaid, certify that Leslie Heidrick personally came before me this day and acknowledged that she is the Finance Director of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by her.

Witness my hand and Notarial stamp or seal, this _____ day of _____, 2021.

My Commission expires:
_____

_____
Notary Public
Printed or Typed Name of Notary Public:

_____

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: Approval to Purchase Voting Equipment and Software

Attached please find a request from The Rowan Board of Elections to purchase voting equipment.

Please approve the attached request.

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	5/31/2021	Cover Memo
Board and State Approvals	5/31/2021	Backup Material
Sales Order Agreement	5/31/2021	Backup Material
Purchase Order	5/31/2021	Backup Material

Memorandum

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

From: Kelly Natoli, Assistant County Manager/HR Director
Derrick Atkins, Interim Purchasing Agent

Re: Approval to Purchase Voting Equipment and Software

Date: June 7, 2021

On March 1, 2021 the Board of Commissioners approved a BOE increase in Help America Vote Act (HAVA) funding from $10,000 to $244,961 to be spent through June 30, 2021. The Rowan Board of Elections now requests the use of these funds to purchase equipment and software totaling $201,391.25, as well as an EMS Workstation totaling $3,081.00, from Election Systems & Software.

In accordance with NCGS 143-129(e)(6)(iii), Rowan County is exempt from bidding requirements related to purchases of equipment when standardization or compatibility is the overriding consideration. After review of the only two certified voting systems by the State Board of Elections and the existing ES&S equipment and software solution currently in place by our local Board of Elections, the ES&S proposal as received would met the NCGS 143-129(e)(6)(iii) consideration whereby, standardization AND combability is the overriding consideration for their equipment section. Furthermore, the State Board of Elections, must review and approve the Sales Agreement provided for the ES&S equipment list to ensure competitive pricing is provided across all counties in a fair and consistent manner.

Attached is the recommendation from the Rowan County Board of Elections, the approval by the State Board of Elections, and two (2) documents from Elections Systems & Software including a sales order agreement and a purchase order totaling $204,472.25.

Staff's Recommendation: The Rowan Board of Elections, The Elections Department, The Human Resources Department, and the Information Technologies Department recommend that HAVA funds be used to purchase equipment and software in an amount not to exceed $204,473 and to approve the associated sales order agreement and purchase order.

Rowan County
Board of Elections
1935 Jake Alexander Blvd. W Ste.D-10
Salisbury, NC 28147

Preliminary Recommendation of ES&S EVS 5.2.4.0 VOTING SYSTEM

WHEREAS, Session Law 2020-17 awarded Rowan County a maximum of $244,691 in Help America Vote Act (HAVA) funds; and

WHEREAS, one of the permissible uses of these grant funds is to improve or replace voting systems, technology, and methods for casting and counting votes; and

WHEREAS, Rowan County purchased AutoMark accessible voting machines in 2006; and

WHEREAS, Rowan County purchased DS200 voting tabulators in 2018, but has not purchased the updated accessible voting machine, ExpressVote. Both the tabulator and accessible machine are a part of ES&S EVS 5.2.4.0 Voting System; and

WHEREAS, Rowan County currently uses ES&S Unity 3.4.1.1 Voting System; and

WHEREAS, North Carolina General Statute 163-165.8 authorizes the Board of County Commissioners, with the approval of the County Board of Elections, to adopt and acquire a voting system of a type, make and model certified by the NC State Board of Elections; and

WHEREAS, on August 23, 2019 the North Carolina State Board of Elections certified ES&S EVS 5.2.2.0 for use in North Carolina and the system was modified to EVS 5.2.4.0 on December 13, 2019; and

WHEREAS, North Carolina State Board of Elections Numbered Memo 2021-01 outlines the requirements for the adoption and acquisition of a certified voting system as follows:

*County Board of Elections must witness a public demonstration of proposed voting system
*County Board of Elections must provide a preliminary recommendation to the County Board of Commissioners as to which type of voting system should be acquired by the county

*County Board of Elections must test the proposed voting system in an election or in a simulated election event
*NC State Board of Elections must approve the County Board of Elections request to replace the current voting system
*County Board of Elections must make a final recommendation to the Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED that the Rowan County Board of Elections hereby provides preliminary recommendation for the adoption and acquisition of ES&S EVS 5.2.4.0 Voting System.

This is the 16th day of March 2021.

John T. Hudson, Chair

NORTH CAROLINA
STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27255,
Raleigh, NC 27611
(919) 814-0700 or
(866) 522-4723
Fax: (919) 715-0135

Request for Replacement of County Voting System

The Rowan County Board of Elections ("Board"), having met on April 13, 2021 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections shall do all of the following:

STEP 1: DEMONSTRATION

Witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in the county. The demonstration can take place in the county, at a site designated by the State Board, or by virtual means.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should attend a demonstration if possible.

County Board member 1:	John T. Hudson	**Demo Location:**	Microsoft Teams Demonstration	**Date:**	3/10/21 3/11/21
Voting Systems Reviewed:	☑ Hart InterCivic Verity 2.2		☐ ES&S Unity 3.4.1.1 ☑ ES&S Voting System 5.2.4.0		
County Board member 2:	Catrelia S. Hunter	**Demo Location:**	Microsoft Teams Demonstration	**Date:**	3/10/21 3/11/21
Voting Systems Reviewed:	☑ Hart InterCivic Verity 2.2		☐ ES&S Unity 3.4.1.1 ☑ ES&S Voting System 5.2.4.0		
County Board member 3:	George W. Benson	**Demo Location:**	Microsoft Teams Demonstration	**Date:**	3/10/21 3/11/21
Voting Systems Reviewed:	☑ Hart InterCivic Verity 2.2		☐ ES&S Unity 3.4.1.1 ☑ ES&S Voting System 5.2.4.0		
County Board member 4:	Dwight D. Collins	**Demo Location:**	Microsoft Teams Demonstration	**Date:**	3/10/21 3/11/21
Voting Systems Reviewed:	☑ Hart InterCivic Verity 2.2		☐ ES&S Unity 3.4.1.1 ☑ ES&S Voting System 5.2.4.0		
County Board member 5:	Mary R. Blanton	**Demo Location:**	Microsoft Teams Demonstration	**Date:**	3/10/21
Voting Systems Reviewed:	☑ Hart InterCivic Verity 2.2		☐ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.4.0		

STEP 2: PRELIMINARY RECOMMENDATION

Make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the demonstration, the Board recommended:

☑ by resolution dated March 16, 2021

☐ by letter dated _____ signed by _____

☐ by presentation given on _____

☐ by nature of an official action taken on _____

that Rowan County adopt and acquire the:

☑ ES&S Voting System 5.2.4.0 Voting System
☐ ES&S Unity 3.4.1.1 Voting System
☐ Hart InterCivic Verity 2.2 Voting System

STEP 3: TEST THE PROPOSED VOTING SYSTEM

The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

- County board staff must notify State Board voting systems staff via email (votingsystems.sboe@ncsbe.gov) of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing the test election, the county board must determine that the recommended voting system has met the requirements for voting in that county.

☒	On March 25, 2021, the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
☒	The recommended voting system was tested on April 7, 2021. The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
☐	If tested during a real election, the recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
☒	The Board, having completed its election (real or simulated) in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

STEP 4: SBE APPROVAL

The county board of elections cannot replace any voting system, or any portion thereof, without approval of the State Board.

The Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion there of with the following voting system:

- ☐ Hart InterCivic Verity 2.2 Voting System
- ☐ ES&S Unity 3.4.1.1 Voting System
- ☑ ES&S Voting System 5.2.4.0 Voting System

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)		
Central Ballot Tabulator (CBT)		
Ballot Marking Device (BMD)	ExpressVote	42
BMD Printer		
Ballot on Demand (BOD) Printers		

The Board proposes to use the ExpressVote **ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.**

STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS

The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections. Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system.

Along with this request, the Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

Board Chair		4.13.2021 ***Date***
Board Secretary	Kathleen S. Hunter	4-13-21 ***Date***
Board Member		4-13-21 ***Date***
Board Member		4.13.21 ***Date***
Board Member		4-19-21 ***Date***

State Board of Elections use Only		
The proposed voting system replacement ☒ IS ☐ IS NOT approved.		
Approved by:		**Date:** 5/13/21

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: S275
1st Election Date: To be Agreed Upon by the Parties
Estimated Delivery Date: June 2021
Phone Number: 704-216-8140
Fax Number: N/A

Customer Contact, Title: Brenda McCubbins
Customer Name: Rowan County, North Carolina

Type of Sale: ☑ **NEW**
Type of Equip: ☑ **NEW** ☐ **REFURBISHED**

Bill To:	Ship To:
Rowan County, North Carolina	Rowan County, North Carolina
Brenda McCubbins	Brenda McCubbins
1935 Jake Alexander Blvd. West - Suite 10	1935 Jake Alexander Blvd. West - Suite 10
Salisbury, NC 28147	Salisbury, NC 28147

		Description	Qty	Price	Total
1	DS450	Model DS450 High Speed Digital Image Scanner with Steel Table, Reports Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices	1	$51,450.00	$51,450.00
2	DS450	Standard 4GB Memory Device (Additional)	1	$210.00	$210.00
3	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	42	$3,325.00	$139,650.00
4	ExpressVote BMD	Soft-Sided Carrying Case	42	$175.00	$7,350.00
5	ExpressVote BMD	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	7	$23.75	$166.25
6	Software	ElectionWare Software - Reporting Only	1	No Charge Upgrade	No Charge Upgrade
7	Software	Media Burn Capability	1	No Charge Upgrade	No Charge Upgrade
8	DS450	Equipment Installation	1	$1,925.00	$1,925.00
9	ExpressVote BMD	Equipment Installation	42	$105.00	$4,410.00
10	Services	Model DS450 Equipment Training	1	$1,700.00	$1,700.00
11	Services	Software Training Day	1	$1,700.00	$1,700.00
12	Services	Election On-Site Support Event	1	$4,675.00	$4,675.00
13	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 49 - AutoMARK ($200.00 per Terminal)	1	($9,800.00)	($9,800.00)
14	Shipping	Shipping & Handling	1	$2,440.00	$2,440.00

Order Subtotal $ 205,876.25
Customer Loyalty Discount ($4,485.00)
Order Total $ 201,391.25

Freight Billable: yes ☑ no ☐

Sales Order Agreement

Cara Florence
Regional Sales Manager

V.P. of Finance 5/28/2021
Date

Customer Signature Date

Title

Payment Terms	$100,695.62 of Order Total will be invoiced upon Contract Execution. $100,695.63 of Order Total will be invoiced as Equipment and Software are delivered to Customer. Invoices are due net 30 from invoice date. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer. Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	ES&S Equipment and ES&S Firmware: One (1) Year From ES&S Equipment Delivery. ES&S Software: No Warranty

Software Upgrade License Term

ES&S is providing Customer with an initial no charge upgrade from ES&S' Unity Software to ES&S' ElectionWare Software and Media Burn for the balance of the existing license term set forth under that certain ES&S Hardware Maintenance and Software License, Maintenance and Support Services Agreement entered into between ES&S and the Customer dated March 5, 2019 ("Prior SLA"). Upon reaching the expiration of the current license term under the Prior SLA, ES&S will invoice Customer for annual Software License, Maintenance and Support Fees and such fees shall be due and payable thirty (30) days prior to commencement of the annual Software License, Maintenance and Support term.

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

Upon the expiration of the Warranty Period and Initial License Terms, ES&S and Customer will enter into a Hardware Maintenance and Software License, Maintenance and Support Services Agreement for the continued maintenance of the ES&S Equipment and the continued license and use of the ES&S Software and ES&S Firmware.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The payment terms for the ES&S Equipment and ES&S Firmware are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment

a. **Equipment Purchase**. Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses**. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively, the "Documentation") in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

3. **Term of Licenses**. The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software and ES&S Firmware described in Section 1(b) and shall continue (i) through **June 30, 2021** with respect to the ES&S Software (the "Initial Software License Term") and (ii) for a one (1) year period with respect to the ES&S Firmware (the "Initial Firmware License Term") The Initial Software License Term and the Initial Firmware License Term shall be referred to herein collectively as the "Initial License Terms". Upon expiration of the Initial License Terms, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual ES&S Software and ES&S Firmware license, maintenance and support fees. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for the ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software, ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates**. During the Initial License Terms or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software or ES&S Firmware, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software or ES&S Firmware for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software or ES&S Firmware that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software or ES&S Firmware to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software and ES&S Firmware in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing and developing such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment, ES&S Software and ES&S Firmware purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment, ES&S Software and ES&S Firmware shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment, ES&S Software and ES&S Firmware and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. **Warranty.**

a. **ES&S Equipment/ES&S Firmware.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Firmware which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Any repaired or replaced item of ES&S Equipment or ES&S Firmware shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Firmware will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Firmware to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Firmware to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software, firmware or services not provided by ES&S and used with the ES&S Equipment, ES&S Software or ES&S Firmware; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software and ES&S Firmware License Maintenance and Support Services.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, ES&S Firmware, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software, ES&S Firmware and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, ES&S Firmware the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount

is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment, ES&S Software and ES&S Firmware sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.. The ES&S Election Management System (EMS) Equipment, Software, and Firmware, including all EMS components will be provided to Customer in a hardened network environment which means that the network provided by ES&S will include an air-gapped, fully closed network environment that includes only the services, applications, utilities and settings necessary to operate the EMS. in accordance with the guidelines of the United States Election Assistance Commission. ES&S shall not be liable for any claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's failure to maintain the EMS in the hardened network or allows any internal or external access to the hardened network.

13. **North Carolina Election Certification Program**. ES&S shall comply with the requirements set forth in the Election Systems Certification Program ("Certification Program") issued by the North Carolina State Board of Elections ("NCSBOE") which are mandatory and effective as of the Effective Date and which are incorporated herein by this reference. Specifically, ES&S shall comply with the following requirements set forth under the Certification Program.

a. In accordance with Section 3.3.4.2 of the Certification Program ES&S shall bear all costs associated with necessary certifications, reviews, and reports required under the Certification Program, including for all VSTL and third-party review.

b. In accordance with Section 3.3.4.4 of the Certification Program, any voting system or update provided by ES&S will be of a version currently certified by the NCSBOE for use in North Carolina election. The term "most recent update" as used in this agreement includes only a version that is certified for use by the NCSBOE at the time it is provided to the Customer.

c. In accordance with Section 3.7.2.3 of the Certification Program, ES&S will comply with all training requirements issued by the NCSBOE. The training requirements include, but are not limited to, ES&S providing a minimum of five (5) training classes per program (e.g. voting unit, election management system, ballot creation and layout software) per ordering entity (each county board of elections) for the initial contract period and for each renewal period exercised. Dates for training sessions will be mutually agreed upon by county customer and vendor. The NCSBOE reserves the right to require ES&S provide additional or other training as it deems necessary or beneficial.

If any conflict exists between this Agreement and the Certification Program, the Certification Program will govern and any provisions in conflict with the Certification Program are void and unenforceable.

14. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws principles. ES&S acknowledges that nothing in this Agreement in any way alters its duty to comply with North Carolina law, including but not limited to the requirement that it post a performance bond pursuant to N.C.G.S. § 163-165.7(a)(1). ES&S further agrees that if it is granted a contract to provide software for an electronic voting system but fails to debug, modify, repair, or update the software as agreed or in the event of the vendor having bankruptcy filed for or against it, the source code described in G.S. 163-165.9A(a) shall be turned over to the purchasing county by the escrow agent chosen under G.S. 163-165.9A(a)(1) for the purposes of continuing use of the software for the period of the contract and for permitting access to the persons described in G.S. 163-165.7(f)(9) for the purpose of reviewing the source code The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, firmware and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, firmware or services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6(b), 7, 8, 10(b), 11-14 these General Terms shall survive the termination of this Agreement, to the extent applicable.

Election Systems & Software, LLC
11208 John Galt Blvd
Omaha, NE 68137

EVS 5.2.4.0 Reporting Standard, Standalone EMS System Purchase Order

April 14, 2021

Rowan County, North Carolina

1935 Jake Alexander Blvd. West, Suite 10
Salisbury, NC 28147

Quantity	Part Number	Description	Price	Ext. Price
		EMS WORKSTATION		
1	5050	DELL OPTIPLEX 5050 (DESKTOP)	$1427.00	$1427.00
		• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Three year hardware warranty • Dell 22 Monitor | P2217H		
1	96050	DELL P2219H 22" MONITOR 3 YR (Desktop)	$193.00	$193.00
1	96008	*SYMANTEC ENDPOINT PROTECTION 14.0.1	$61.00	$61.00
		SERVICES		
1	510210	STANDALONE EMS INSTALL (OFF-SITE)	$1,400.00	$1,400.00

		• EMS configured at ES&S Technical Services lab.
		  ○ Includes the installation, configuration, and testing of EMS workstation(s).
		• Equipment is shipped to customer location network equipment while on-site.
		  ○ Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.
		• EMS installation summary documentation provided to customer upon completion of installation.		

		ORDER TOTAL		***$3,081.00***

Invoicing and Payment Terms:
100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.
Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.
Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES &S.

Customer Signature Date

Title

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, Parks and Facilities Director
DATE:	June 1, 2021
SUBJECT:	Change Order #2 for Dan Nicholas Park Concessions

Request is for a time extension of 15 business days for the Dan Nicholas Park concession stand project. The extension equates to 22 calendar days and will extend the substantial completion date to Monday, June 28, 2021.

ATTACHMENTS:

Description	Upload Date	Type
AIA Document - Change Order #2	6/2/2021	Cover Memo

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Dan Nicholas Park Concessions	Contract For: General Construction	Change Order Number: 002
6800 Bringle Ferry Road	Date: June 2, 2020	Date: May 28, 2021
OWNER: *(name and address)*	ARCHITECT: *(name and address)*	CONTRACTOR: *(name and address)*
Rowan County	Bogle Firm Architecture, PLLC	Salcoa Contracting, Inc.
131 West Innes Street	110 N Main St., Suite 200	601 Hedrick Street
Salisbury, NC 28144	Salisbury, NC 28144	Salisbury, NC 28144

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.)

Extended Construction Time based on above average inclimate weather and COVID related material delays

The original Contract Sum was	$	911,525.00
The net change by previously authorized Change Orders	$	7,083.45
The Contract Sum prior to this Change Order was	$	918,608.45
The Contract Sum will be unchanged by this Change Order in the amount of	$	0
The new Contract Sum, including this Change Order, will be	$	918,608.45

The Contract Time will be increased by twenty two (22) days.

The new date of Substantial Completion will be Monday, June 28th, 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	Salcoa Contracting	Rowan County
SIGNATURE	SIGNATURE	SIGNATURE
Donald R. Bogle, Jr. - Pricipal	Taylor Fender - VP Finance	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5.28.21	5/28/2021	
DATE	DATE	DATE

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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: Alyssa Harris, Health Director
DATE: June 1, 2021
SUBJECT: Environmental Health Specialist (On-Site)

Motion to create a new position in Environmental Health (Environmental Health Inspector, On-Site Waste Water) and authorize the payment of a $25,000 bonus following the same guidelines approved by the Board of Commissioner as provided in the August 11, 2020 Minutes of the Special Meeting of the Rowan County Board of Commissioners.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	6/1/2021	Cover Memo

Alyssa Harris, MPH
Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

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

MEMORANDUM OF SUPPORT

To: Rowan County Board of Commissioners
CC: Aaron Church, County Manager
Kelly Natoli, Human Resources Director
From: Alyssa Harris, Public Health Director
Date: June 1, 2021
Re: Environmental Health Specialist (On-Site) for Rowan County

Situation

The Rowan County Health Department formally supports the Board of Commissioners in the creation of a new Environmental Health Specialist (On-Site) position within the Environmental Health division to include a $25,000 bonus as previously awarded, to be effective on June 7, 2021.

Background

North Carolina general statutes mandate that a person owning or controlling a residence, place of business, or place of public assembly provides an approved sanitary sewage system. The Commission for Health services has compiled rules and regulations addressing the placement, design, installation and maintenance of subsurface ground absorption sewage disposal systems.

The Rowan County Health Department Environmental Health section staff act as authorized agents for the Department of Environment and Natural Resources and ensure that these rules and regulations are enforced and the health of the public is protected.

Assessment

Due to the increase of building and construction in Rowan County, septic issues resulting from inclement weather, and rebuilding of the Environmental Health division, current wait time for new septic systems is four weeks. Emergency situations like septic repairs can take up to 10 days to respond to the concern. In order to reduce the wait time for citizens, we must increase the capacity of the Environmental Health OSWW program by attracting and employing talent to this department. The addition of 1.0 FTE Environmental Health Specialist (On-Site) position will improve our capability to respond to community needs

Recommendation

We request and strongly support the need for the addition of a 1.0 FTE Environmental Health Specialist (On-Site) position.

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 2, 2021
SUBJECT: Procurement Policy

ATTACHMENTS:

Description	Upload Date	Type
Procurement Policy June 2021	6/2/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY

Procurement Policy

August 2018
Revised June 7, 2021

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INTRODUCTION

The purchasing and contracting policies of the County of Rowan are not based upon a single statutory reference but rather are adopted to form compliance with a variety of statutory and policy provisions found in federal and State laws and regulations and standing Orders and Resolutions of the Board of Commissioners. These policies have been drafted to conform to the requirements in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326; *49CFR19*; *Federal Transit Administration (FTA) Circular 4220.1D, Third Party Contracting Requirements; North Carolina General Statute 143-129;* and *North Carolina State Management Plan for The Nonurbanized Area Formula Program, Section 5311*.

The policies contained herein are intended to establish a baseline for compliance with federal and State law and Board policy. It is the responsibility of the County Commissioners to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

The Board of Commissioners is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to the Chairperson, Rowan County Board of Commissioners.

1. RESPONSIBILITY AND AUTHORITY

The County Manager has the authority for the County of Rowan to enter into grant agreements and to purchase property and services and to enter into third-party contracts on behalf of the County of Rowan and the Board of Commissioners.

1.1 Delegation ~~to the Finance Director~~

1.1.1 The ~~Finance Director~~Finance Officer has been delegated authority from the Board to purchase property and services. ~~and~~ The Assistant County Manager / CIO and Assistant County Manager / Human Resources Director to enter into third-party contracts on behalf of Rowan County in the absence of the County Manager.

1.1.2 The Finance Director has been delegated authority from the Board to approve and submit requests for reimbursements on behalf of Rowan County.

1.2 Delegation to the Purchasing Agent

The Purchasing Agent has received delegated authority from the Chairperson to conduct competitive procurements to purchase, sell, lease, or license property in accordance with Board policy and law. ~~Responsibility for the preparation of internal policies and procedures consistent with the provision of this manual remains with the Finance Director.~~

1.3 Delegated authority is subject to the condition that certain of these transactions be submitted to the Board for review and approval. Transactions that require prior Board approval are as follows:

1.3.1 Any transaction which exceeds $90,000;

1.3.2 Any transaction which exceeds $90,000 and is awarded without the taking of competitive bids (sole source). This condition does not apply to sole brand acquisitions which are acquired under competitive procedures nor to contracts pursuant to a planned purchasing program or master agreement previously reviewed and approved by the Board of Commissioners;

1.3.3 Transactions which contain County-wide obligations, liabilities or encumbrances (requests for delegation shall be considered);

1.3.4 Transactions or requests related to the preceding conditions must be submitted with all related documentation and an explanation of the transaction to the Board for prior approval.

2. FUNDAMENTAL POLICY

2.1 Written Procurement Procedures

Written procurement procedures are a requirement of the Uniform Guidance. After adoption by the Board, these procedures will be reviewed annually by the Finance Director and the Purchasing Agent and updated as required.

2.2 Responsibility for Settlement of Contract Issues/Disputes

The Board of Commissioners alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The federal/State government will not substitute its judgment for that of the Board of Commissioners, unless the matter is primarily a federal/State concern. Violations of the law will be referred to the local, State, or federal authority having proper jurisdiction.

2.3 Written Protest Procedures

Rowan County shall have written protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with Rowan County before pursuing further legal action.

2.3.1 Authority - The Board of Commissioners has final authority to resolve protest, disputes, and complaints arising from the solicitation, award, or performance of a contract.

2.3.2 Protest of Requirements Prior to Award - The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.

2.3.3 Protest of Award - If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the County. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.

2.3.4 Decisions - The County Manager shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The County shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the County is final.

2.3.5 Disputes Subsequent to Award - Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, may be included in solicitation documents and contracts, as applicable.

2.4 Standards of Conduct

The County shall maintain a written code of standards of conduct (conflict of interest policy) governing the performance of their employees. These standards will be relayed to all members in writing and the County will obtain each member's signature to acknowledge their review, understanding, and acceptance of the policy. See Attachment D for conflict of interest policy.

2.5 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

2.5.1 Unreasonable requirements will not be placed on firms in order for them to qualify to do business.

2.5.2 The County will be alert to organizational conflicts of interest.

2.5.3 The County will be alert to noncompetitive practices among contractors that may restrict or eliminate competition.

2.5.4 Unnecessary experience and excessive bonding requirements will not be placed on firms.

2.5.5 Contracts will not be awarded to consultants simply because they may be on a retainer contract with the County.

2.5.6 Contractors that develop or draft specifications/requirements shall be excluded from competing for such procurements.

2.5.7 Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A "brand name or equal" is a competitive process that allows bidders to propose equivalent

items. The County will not specify only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered.

2.5.8 Awards shall be made to the lowest responsive and responsible bidder. While determining "responsible", the County will consider factors, including but not limited to, most advantageous to the County, price, and quality.

2.5.9 Solicitations shall clearly state all requirements.

2.5.10 Basis for Bid Rejection - In sealed bidding, there is generally no further modification of material terms: the County either accepts one of the offers or rejects all bids. In the other procurement methods, the County may request or receive additional offers before accepting one. Bid responsiveness involves the question of whether the bid as submitted, represents an unequivocal offer to do exactly what the County has specified, so that acceptance of the bid will bind the contractor to meet the County's requirements in all material aspects. Any and all bids judged to be nonresponsive must be rejected. The County will properly document the reason for any bid rejection.

Examples of bids typically considered nonresponsive include:

- The bid fails to conform to material requirements;
- The bid does not conform to applicable specifications (unless the invitation allowed alternates);
- The bid fails to conform to delivery schedule or permissible alternates;
- The bid imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the entity;
- There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered) or works an injustice on other bidders;
- The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;
- Date;
- The bidder fails to furnish a bid guaranty in accordance with the requirements of the invitation; or
- Failure to submit Buy America Certification (if required).
- For construction contracts with a value exceeding $100,000, solicitation documents must include the performance bond, payment bond, and bid security requirements. Bids that do not include the required bid security are to be rejected.

- When there are lower bids than the bid being accepted for award, the award decision document must give the reasons for rejecting the lower bids. When there are equal low bids, the documentation must describe how the tie was broken.

2.5.11 Architectural, Engineering, Design or Related Services - Comply with equivalent qualifications-based requirements of the State.

The County shall follow the applicable statute, N.C.G.S. 143-64.31-34, to retain a qualified registered architect or professional engineer.

a. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

b. Selection shall be based on qualifications and competence.

c. Price negotiation is conducted with the most qualified offerer.

Exemption from RFP and formal procedures for securing A&E services, N.C.G.S. 143-64.32.

a. If the design fee is estimated to be less than $50,000, the above procedures may be waived by the Board of County Commissioners in compliance with N.C.G.S. 143-64-31.

b. If the design fee is estimated to be below $20,000, the County Manager may grant exemptions in compliance with N.C.G.S. 143-64-31.

If the above exceptions are made, the County may contact A&E firms directly. The County may evaluate the qualifications of one or more firms and negotiate a contract with the selected firm.

2.6 The County will ensure that:

2.6.1 Unnecessary or duplicate items are not purchased.

2.6.2 Analysis is made of lease and purchase alternatives, as appropriate, to determine the most economical and practical procurement.

2.6.3 The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement. "Time and material" contracts are strictly prohibited unless specifically approved by the Rowan County Board of Commissioners.

2.6.4 Contracts are made only with responsible contractors who possess potential ability to perform successfully under terms and conditions of the contract.

2.6.5 Procurement documents and records are retained for at least three (3) years after project completion.

2.6.6 Some form of cost or price analysis is made and documented in the procurement files in connection with every procurement action. The records detailing the history of the procurement, at a minimum will include the following:

a. Rationale for the method of procurement;

b. Selection of contract type;

c. Reasons for contractor selection or rejection; and

d. Basis for the contract price.

2.6.7 A system for contract administration is maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow-up of all purchases.

2.6.8 Solicitations for goods and services provide for all of the following:

a. Clear and accurate description of the requirements—description shall not contain features that unduly restrict competition.

b. Requirements that bidder must fulfill and all other factors to be used in bid evaluation.

c. Description of technical requirements in terms of performance required.

d. Specific features of "brand name or equal" descriptions that bidders are required to meet, as applicable.

e. Acceptance of products and services dimensioned in the metric system of measurement, to the extent practicable.

f. Preference for products and services that conserve natural resources and protect the environment and are energy efficient.

2.7 Solicitation Methodologies for Bids and Proposals

2.7.1 Informal quotes must be obtained for equipment/supplies procurements when the cost is $5,000 - $89,999 and for construction procurements when the cost is $30,000 - $499,999.

a. Written quotes must be solicited from at least three (3) bidders.

b. If funded, in whole or in part, with federal funds see federal specific threshold amounts in section 2.8.

c. Requests must be approved by the Department Director.

2.7.2 Formal bids must be obtained for equipment/supplies procurements when the cost is $90,000 or greater and for construction procurements when the cost is $500,000 or greater.

a. Advertisement for the bid must be published at least once, seven (7) days prior to opening.

b. At least three (3) suppliers must be solicited.

c. A bid guarantee bond (5% of bid price) is required for construction but may be waived for equipment and supplies.

d. A performance bond (100% of contract price) is required for construction procurements but may be waived for equipment and supplies.

e. Additional requirements for construction procurements:

- A minimum of three (3) sealed bids must be received. If less than three (3) bids are received, the County must advertise for bids again; and if as a result of such second advertisement, less than three (3) competitive bids are received from reputable and qualified contractors, the County may let the contract to the lowest responsible bidder submitting a bid for such project, even if only one bid is received.

- A bid guarantee bond (5% of bid price) is required for construction.

- A performance bond (100% of contract price) is required for construction.

- Multi-prime bidding optional for construction procurements $100,000-499,999.

- Multi-prime bidding required for construction procurements when the cost is $500,000 or greater.

- Single-prime bidding optional at any threshold.

f. If funded, in whole or in part, with federal funds, all applicable federal specific requirements must be followed (see section 2.8).

g. Requests must be approved by the governing board.

2.7.3 Request for Proposals are used when an item or service to be procured is such that a complete, adequate and realistic specification can not be developed. The Purchasing Agent shall be responsible for ensuring that:

a. Proposals are solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request-For-Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;

b. The Request-For-Proposal identifies all significant evaluation factors, including price or cost where required and their relative importance;

c. Proper mechanisms are in place for technical evaluation of the proposals received, determinations of responsible offerers for the purpose of written or oral discussions, and selection for contract award;

d. If funded, in whole or in part, with federal funds, all applicable federal requirements must be contained in the proposal document (see section 2.8 below); and

e. Award may be made to the responsible offerer whose proposal will be most advantageous to the County, price and other factors considered.

f. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all proposals received; and a cost breakdown for the proposed contract proposal.

g. Unsuccessful offerors should be notified promptly that their proposal was not accepted.

2.7.4 Non-Competitive (Sole Source) Procurements. If procurement is not feasible under any of the above procedures, the County may conduct a noncompetitive negotiated procurement. Sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph. Noncompetitive negotiation shall be approved by the Purchasing Agent in advance. If funded, in whole or in part, with federal funds, all applicable federal requirements must be contained in the proposal document (see section 2.8 below). A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals and at least one of the following circumstances applies:

a. The item is available only from a single source;

b. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;

c. After solicitation of a number of sources, competition is determined inadequate; or

d. The item is an associated capital maintenance item as defined in 49 U.S.C. 5307(a)(1) that is procured directly from the original manufacturer or supplier. (Note: This exception is not allowed if federal funds are used for the purchase).

Sole source solicitations may not be issued nor may noncompetitive proposals be accepted except under the unusual conditions listed above. Often, there are practical means of obtaining competition which are not at first apparent. If a noncompetitive proposal is accepted, a careful cost analysis must be done. Because of the strict scrutiny applied to sole source procurements, painstaking documentation of the justification for the noncompetitive proposal and of the cost analysis is valuable in the long run. Because procurement by sole source is a noncompetitive procurement, it is treated as an "exception-to-the-norm." The County must ensure that sufficient justification is documented and pre-approval is obtained before awarding a sole source contract.

2.8 Federal Specific Regulations

In addition to the provisions noted elsewhere in this policy, all purchases funded, in whole or in part, with funds from any federal agency shall comply with the rules and regulations contained in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326. To be in compliance, all purchases funded, in whole or in part, with federal funds shall comply with the additional requirements below, as applicable:

2.8.1 All purchases (goods and services) must comply with the following thresholds:

a. “Micro-purchase” is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Agent will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the “micro-purchase” amount is $10,000. However, the local threshold of $5,000 is more restrictive. Therefore, purchases less than the more restrictive local threshold of $5,000 may be purchased without soliciting competitive quotes (informal or formal) if the County considers the price to be reasonable. The purchases must be, to the extent practicable, distributed among qualified suppliers.

b. Purchases of non construction goods greater than the more restrictive local threshold of $5,000 but below $90,000 (the more restrictive State threshold) may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee.

c. Purchase of any services or construction related goods above $5,000 (the more restrictive local threshold) but below the Simplified Acquisition Threshold may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee. The Simplified Acquisition Threshold is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Agent/Designee will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the Simplified Acquisition Threshold is $250,000.

d. Purchases of non construction goods above $90,000 (the more restrictive State threshold) must have formal sealed bids that comply with sections 2.7.2, 4.1.2 and 4.1.3 of this Policy.

e. Purchases of services above the Simplified Acquisition Threshold must be purchased by sealed bids (see sections 2.7.2, 4.1.2 and 4.1.3 of this policy). The contract awarded will be a firm fixed price contract.

f. Construction-related purchases above the Simplified Acquisition Threshold must be purchased by sealed bids that comply with sections 2.7.2, 4.1.2 and 4.1.3 of this policy and the bonding requirements in 2.8.3 below. The contract awarded will be a firm fixed price contract.

g. Purchases of Architectural and Engineering (A/E) services may be purchased using section 2.5.11 of this policy, as well as all the "federal specific" requirements identified in sections 2.8.2 and 2.8.3.

h. To ensure compliance with the Uniform Guidance for purchases in excess of the "micro-purchase" threshold, the County shall not purchase goods or services using an existing contract that was negotiated by the County or any other State or Local government for a prior, separate transaction (commonly referred to as "piggybacking"). The County may use existing State Contracts for items over the "micro-purchase" threshold only if the contract was bid in compliance with the Uniform Guidance.

2.8.2 In addition to the provisions of 2.5 and 2.6 above, any purchase funded, in whole or in part, with federal funds must also comply with the following provisions:

a. The procurement must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of the bids or proposals, except in those cases where federal Statutes expressly mandate or encourage geographic preference.

b. The County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. These steps will include all steps described in Uniform Guidance section 200.321.

c. The costs or prices based on estimated costs for contracts will only be allowable to the extent that they would be allowable under CFR Part 200, Subpart E-Cost Principles.

d. Contracts shall not be in the form of "cost plus percentage of cost" or a "percentage of construction cost".

e. For procurements greater than the Simplified Acquisition Threshold (including contract modifications), the County must perform a cost or price analysis prior to soliciting bids.

f. In compliance with Uniform Guidance, section 200.324, the County will make all necessary documentation available to the awarding federal agency or pass-through agency upon request to do so.

2.8.3 In addition to the provisions elsewhere in this document that define a sound and complete agreement, all contracts funded, in whole or in part, with federal funds shall contain the following procurement provisions, as applicable:

a. Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

b. Contracts in excess of $10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. Bonding – for construction or facility improvement contracts exceeding the Simplified Acquisition Threshold:

- Bid guarantee from each bidder equivalent to five (5) percent of the bid price.

- Performance bond on the part of the contractor for 100 percent of the contract price.

- Payment bond on the part of the contractor for 100 percent of the contract price.

d. Preference for Recycled Products as described in Uniform Guidance section 200.322.

e. Equal Employment Opportunity.

f. Copeland "Anti-Kickback" Act for all contracts in excess of $2,000 for construction or repair.

g. Davis-Bacon Act for all construction contracts of more than $2,000.

h. Contract Work Hours and Safety Standards Act for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

i. Rights to Inventions Made Under a Contract.

j. Clean Air Act and the Federal Water Pollution Control Act for contracts in excess of $150,000.

k. Byrd Anti-Lobbying Amendment – contractors who apply or bid for an award of $100,000 or more shall file the required certification.

l. Debarment and Suspension – contracts shall not be made with parties listed on the government-wide exclusions in the System for Award Management (SAM).

3. THE PURCHASING PROCESS

Purchase orders shall be issued for all purchases $1,000 and over for all apparatus, supplies, materials and services. County Departments are to obtain a written/electronic purchase order before ordering. While it is the responsibility of the Department Director/Designee to determine if funds are available in the appropriated departmental line-item before the request to purchase goods or services is approved, the written/electronic purchase order documents this process and protects against the inability to pay an invoice when presented due to the lack of available funds. Written/electronic purchase orders are processed by the Human Resources and Finance Department and encumber the needed funds until the invoice is received and payment is made. Purchase orders shall not be issued if funds are not available in the appropriated departmental line-item.

The following items represent types of disbursements which do not require a purchase order:

- Utility bills (telephone, electricity, water, natural gas, etc.)
- Travel reimbursement for employees
- Public assistance payments
- School health and prenatal payments
- Physician/hospital and veterinarian billings

- Withholding taxes and other payroll deductions
- Reimbursement of Petty Cash accounts
- Purchases under $1,000
- Postage to the US Post Office
- Concessions at parks and jail, food for jail and meal sites
- Library books and periodical purchases, dues and subscriptions
- Gasoline
- Advertising

- Repairs/maintenance to equipment and buildings. This does not permit over-expenditure of the repair and maintenance line-items. Care should be taken to receive quotes and bids when possible. A purchase order may be requested at the discretion of the Purchasing Agent/Designee.

3.1 Purchase Levels

Purchases within the following increments must meet the stated requirements (Note: If the purchase is funded, in whole or in part, with federal funds, also refer to section 2.8 for additional threshold requirements):

3.1.1 Under $1,000, no formal requirements.

3.1.2 **a.** $1,000 and above, purchase order required.

b. $5,000 - $89,999, three informal written quotes. Quotes are to be forwarded to the ~~Finance Department~~Purchasing Agent.

c. $90,000 and up will be governed by G.S. 159, 143-129 and 131. Specifications are to be prepared and submitted to the Purchasing Agent/Designee for approval and the bidding process.

d. Do not divide order to circumvent the above guidelines.

e. Any purchase over $90,000 is required to be approved by the Board of Commissioners.

3.2 Vendors

Each department is required to obtain sufficient information from a vendor at the time of purchase to assist the Human Resources and Finance Department in issuing a purchase order and paying the obligation. Vendor numbers will be assigned by the Finance Department when the information below is submitted. The information must include the following:

a. W-9, with:

- Name of individual or company
- Complete mailing address
- Business type (corporation, partnership, individual, employee, other)
- Tax Identification Number/Social Security Number

b. Business class (minority, non-minority) - Business class refers to a minority or non-minority business. GS 143-128 defines a "Minority business" as a business or corporation in which at least 50% is owned by one or more minority persons and of which "the management and daily

business operations are controlled by one or more of the minority persons who own it". "Minority person" means a United States citizen or permanent resident who is black (having origins in any of the black racial groups in Africa); Hispanic (of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands); Asian American (with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands); American Indian or Alaskan Native (with origins in any of the original peoples of North America); or Female. A good faith effort should be taken to ensure the recruitment and selection of minority businesses in participation of contracts awarded. When a purchase is funded, in whole or in part, with federal funds, the County will comply with 2.8.2 (b) above.

c. Remittance address

d. Telephone number

3.3 Purchase Orders

All purchases for apparatus, supplies, materials, and other goods $1,000 and over must be submitted for issuance of a purchase order before purchased. If the purchase was not made by a purchase order, the invoice will be returned to the Department Director and the approval of the Finance Director/Designee will be necessary before payment is made. If not approved by the Finance Director/Designee, the Department Director and/or the employee who made the actual purchase will be personally liable for the payment [G.S. 159-28(e)].

The purchase order is electronically generated within the accounting software. One copy of the PO is electronically delivered to the ordering department, for them to provide to the vendor. The Finance Department receives the other copy electronically. This electronic PO is electronically matched and attached to the invoice once the item has been received and is ready for payment.

3.3.1 Purchase Order Procedure

a. The Department Director/Designee approves a Rowan County Purchase Requisition form from his/her staff. The purchase requisition should include complete

specifications, or reference to specifications, as well as cost, account number, shipping and invoicing instructions.

b. The purchase requisition is transmitted to the Purchasing Agent/Designee ~~and a purchase order is generated~~for approval. A purchase order will not be generated if there are insufficient funds in the account to cover the purchase. Funds are encumbered in the proper account.

c. Purchase orders must by approved by the ~~Purchasing Agent/Designee~~Purchasing Agent and Finance Officer. Once approved, the department receives an electronic copy of the PO from the Finance Department ~~-~~to distribute to the vendor. ~~Finance receives the other electronic copy.~~

d. The vendor invoices the department placing the order. Department personnel will enter the invoice into the accounting software, electronically matching the purchase order, packing slip and/or delivery ticket (verifying receipt of the goods/services) and invoice. Payment is approved by the Department Director/Designee electronically and the complete packet is submitted to the Finance Department for payment.

e. Outstanding purchase orders will be reviewed periodically. Those outstanding over six months may be cancelled.

f. All purchase orders will be liquidated at the end of each fiscal year.

3.3.2 Blanket Purchase Orders

A blanket purchase order is used to make repetitive purchases from a single vendor over a period of time. The blanket order establishes an initial encumbrance amount which cannot be exceeded. The use of the blanket purchase order must be authorized by the Purchasing Agent/Designee.

a. The blanket order is processed in exactly the same manner as a purchase order.

b. No blanket order may exceed $10,000.

c. No single purchase on the blanket order can exceed $5,000.

d. Payment for items purchased from a blanket purchase order are processed in the same manner as purchases made from a normal purchase order (see section 3.3.1 above).

e. Examples of items which might come under this procedure are gravel, automotive parts, electrical supplies, and small maintenance supplies. Blanket purchase orders should not be used for office supplies.

f. All blanket purchase orders will be liquidated at the end of each fiscal year.

4. FORMAL BIDS, INFORMAL BIDS AND REQUEST FOR PROPOSALS

4.1 Formal Bids

All formal bids must be sent out by the Purchasing Agent/Designee as the authorized representative of the County. Bids will be opened and tabulated by the Purchasing Agent/Designee. When architects are employed to perform this service on construction bids, the Purchasing Agent should be present at openings when possible, receive copies of the public notice, bids and recommendation of award of the bid. The following requirements must be followed in the formal bid process:

4.1.1 Written specifications must be prepared. Efficient purchasing practices require buying in accordance with carefully developed specifications. For purchases of fairly standard terms, development of elaborate specifications is not necessary and simple standard specifications should be used. Good, clear specifications are an essential aspect of competitive bidding. Quality and service are as important as price; therefore, specifications are needed that will fulfill but not exceed the requirements for which the items and/or services are intended. A general policy should be followed which would encourage the purchasing of a good standard product which represents the best relationship between quality and price while providing a satisfactory level of service. Draft specifications are prepared by the Purchasing Agent with input from the ordering department to ensure that the products purchased fill the need. A lengthy specification designed solely for purpose of eliminating competition, other than those able to supply a particular brand name, will not be permitted. Brand names should be used only when no other description would be equally satisfactory.

4.1.2 Bids must be advertised for prospective bidders. Advertisements must be published at least one week before the time specified for the opening of the bids in a newspaper having general circulation in the county. The advertisement must contain the time and place where plans and specifications may be obtained and the time and place for the opening of the proposals. On all construction contracts, the advertisement must also contain a notice that bidders must be properly licensed under Chapter 87, General Statutes of North Carolina.

4.1.3 Unless the invitation to bid states differently, bids must be sealed and the contents must not be disclosed or exhibited prior to the time set for the bid opening.

4.1.4 Bid results must be presented to the Board of Commissioners for acceptance and award. The Board of Commissioners reserves the right to reject any or all bids.

4.1.5 Formal bids are not required in the following instances:

a. State of emergency. The Board of Commissioners may set aside the normal requirements in the case of an emergency involving the health and safety of the citizens or their property. In such cases, the Board of Commissioners may let contracts as necessary in its discretion.

b. If the contract is with (1) the United States of America or any agency thereof, or (2) any other governmental unit or agency thereof within the United States, for the purchase, lease or other acquisition of any apparatus, supplies, materials, or equipment (Note: If the purchase is funded, in whole or in part, with federal funds, this exception is not allowed).

c. A construction project that the work is to be done by the forces of the government unit, if the total cost of the project does not exceed $125,000 or if the labor costs do not exceed $50,000 (G.S. 143-135) (Note: If the purchase is funded, in whole or in part, with federal funds, this exception is not allowed).

d. Purchases made under a state contract if the local government has become a party to the contract (G.S. 143-49 and –129). (Note: If the purchase is funded, in whole or in part, with federal funds, this exception applies only if the State contract was bid and awarded under the Uniform Guidance regulations.)

4.1.6 Bid bonds for purchase contracts under $90,000 are not required. Bid bonds for purchase contracts over $90,000 and all construction and repair contracts cannot be waived.

4.2 Request for Proposal

Requests for proposal (RFP) are normally used in lieu of formal bids when the services of professionals are required. Such services are provided by accountants (CPAs), attorneys, doctors, etc. Certain procedures must be followed when utilizing the RFP.

4.2.1 Specifications should be drawn up by the appropriate department in such a manner as the department deems appropriate to solicit responses from the providers of professional services required.

4.2.2 Notice of the RFP must be published by the Purchasing Agent/Designee at least one week before the time specified for the opening of the proposal in a newspaper having general circulation in the county. The advertisement should contain the time and place where a copy of the RFP may be obtained and the time and date for the submission of the proposals by the respondents.

4.2.3 After the proposals have been evaluated and the best proposal has been chosen, a contract or purchase order will be issued. If a contract is used it must first be sent to the ~~Contract Administrator~~Purchasing Agent to begin the approval process.

4.3 Informal Bids or Quotes

Informal bids or quotes are distinguished from formal bids by the following:

4.3.1 Construction or repair work with expenditures of $30,000 to $499,999 and purchase or lease-purchase of apparatus, supplies, materials, or equipment when expenditures of $5,000 to $89,999 are involved (Note: If the purchase is funded, in whole or in part, with federal funds, See section 2.8 for specific threshold guidelines) .

4.3.2 ~~Written specifications are not required. Proposals may be requested orally over the telephone. Documentation of the conversation must be submitted with the invoice.~~Three informal written quotes shall be forwarded to the Purchasing Agent. In the event that the director cannot obtain three quotes, written justification shall be provided to the Purchasing Agent to be prepared as an agenda item for the Board of Commissioners to consider. Justification shall consist a list of vendors contacted and their response. Board approval is not required for emergency repairs.

4.3.3 Advertising for quotes is not necessary~~.~~, unless the service is for construction or repair.

4.3.4 Sealed bids are not required.

4.3.5 Award shall be made by the Purchasing Agent after conferring with the Department Director and County Manager when applicable. Award shall be made to the lowest responsible bid/quote, taking into consideration quality, performance and the time specified in the proposal.

4.4 Contracts

All contracts entered into by the County must be properly reviewed before being executed. This review process will consist of the following steps:

4.4.1 All contract requests will be submitted to the ~~Contract Administrator~~Purchasing Agent ~~for the County (Finance Department.~~). Once the ~~Contract Administrator~~Purchasing Agent has prepared/reviewed the contract, it will be circulated to Risk Management, Information Systems, and Legal for review.

4.4.2 Once the contract has been reviewed by all of the appropriate parties, it should be sent to the Finance Director. As required by North Carolina General Statute (G.S.) 159-28, the Finance Director will preaudit the contract as follows: "This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act". _____ Finance Director.

4.4.3 Once it has been preaudited, the contract is sent to the County Manager (less than $90,000) or the Board of Commissioners for review and approval. Once approved, the appropriate party will sign the contract and return it to the ~~Contract Administrator~~Purchasing Agent for distribution.

4.4.4 Contracts will be maintained by the ~~Finance Department~~Purchasing Agent and posted on the County website.

5. SURPLUS PROPERTY

In the event County property becomes surplus to the County's needs due to obsolescence, end of useful life, etc., such property is disposed of by means most advantageous to the County.

5.1 Property is declared surplus on a fixed asset form furnished by the Finance Department. It should be completed by the Department Director/Designee and forwarded to the Finance Department.

5.2 Disposal of surplus property is the responsibility of the Purchasing Agent, Finance Department and/or ~~–~~Facilities Management. It is accomplished by trade-in at the time new equipment is purchased, transferred to another County Department/Agency or sale by public auction or competitive bid.

5.3 If it is determined that a trade-in is not economical to the County, the surplus property will be offered to all other County Departments on an equal basis. A written notice of availability with a description of the surplus property will be distributed to all departments. When a department advises the ~~Finance Department~~ Human Resources of an interest in the item, the Purchasing Agent/Designee will transfer to that department the equipment on a request of need.

5.4 If the property is neither traded not transferred, it is offered for sale by public auction or competitive bids.

5.5 The Board of Commissioners must declare County property valued at $10,000 or above as surplus and decide the most appropriate method of disposal with a recommendation from the ~~Finance Department~~Purchasing Agent and/or Facilities Management.

5.6 The Purchasing Agent, with the approval of the County Manager, is authorized to declare any one item or group of items as surplus property owned by Rowan County and valued at less than $10,000, to set its fair market value, to sell it or exchange it for a comparable item, and to convey title to the property on behalf of the County.

Upon declaring as surplus personal property and setting its fair market value, the Purchasing Agent/Designee may initiate proceedings for the sale or exchange of property and may convey title to the property for the County. The Purchasing Agent/Designee is not required to publish notice and the sale or exchange may be either public or private.

The Purchasing Agent/Designee shall keep a record of all property sold under this authorization and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

5.7 The Purchasing Agent/Designee shall not sell surplus County property to or exchange for a comparable item with employees of County departments, agencies, boards or commissions except at public auction. This prohibition shall apply to any interest which shall yield, direct or indirectly, a monetary or other material benefit to the employee.

5.8 The Purchasing Agent has the authority to determine surplus property as "worthless" if the property has a salvage value less than the cost associated with a sale. "Worthless" items include those broken or burned beyond repair, those that hold no value for parts, and those that would not warrant being listed as sale items at auction of bidder sale. Departments must complete a fixed asset disposal form and note the item has been determined by them to be "worthless". All items will be removed from their locations by Facilities Management and disposed of by them after notification from the Purchasing Agent/Designee. A list of property disposed of in this manner will be retained by the Purchasing Agent/Designee.

6. CHARGE ACCOUNTS

Charge accounts should not be established without approval of the Finance Director. All applications must be signed by the Finance Director. New vendors should mail invoices and statements to the Finance Department.

7. CONFLICTS OF INTEREST

GS 14-234 includes a general prohibition against any public official having a personal interest in any contract to which he/she is a party in his/her official capacity. Four types of transactions are exempt from this general prohibition if proper procedures are followed: doing business with a bank, with a savings and loan association, with a regulated utility, and with needed persons who receive benefits under state or federal assistance programs.

In addition, elected county officials and physicians, pharmacists, dentists, optometrists, veterinarians, or nurses who are members of social services, health, area mental health boards and animal services in whose jurisdictions there is not a town with a population of more than 7,500 are exempt from the prohibition if prescribed procedures are followed.

To use the exemption, the unit must:

7.1 Approve the contract in an open and public meeting.

7.2 Record the approval in its minutes.

7.3 Note the amount of all such undertakings with each official in its audited annual report and post a list in a conspicuous place each quarter, showing the amounts paid during the preceding four quarters.

7.4 The official with whom the undertaking is made must not participate in any way in the decision in his/her official capacity or contract for more than $15,000 ($10,000 if medically related) within a 12 month period.

Members of Rowan County elected boards and appointed boards are not exempt due to the population of Salisbury. As an entity, we will not be able to purchase or contract with members of these boards if the board member has a personal interest in the contract in his/her official capacity.

Exemption procedures are very narrowly drawn and we will not attempt to exempt any of our elected officials or appointed board members.

8. GIFTS AND FAVORS

It is unlawful for a contractor, subcontractor, or supplier who, with respect to any public agency, (1) has a current contract; (2) has performed under a contract within the past year; or (3) anticipates bidding on a future contract to make gifts or favors to any officer or employee of the agency. It is also unlawful for the officer or employee to accept any such gift or favor.

Exempted from the prohibition are honorariums for participating in meetings, advertising items or souvenirs of minimal value, or meals furnished at banquets.

This statute is not intended to prevent contractors from making donations to support activities at meetings of professional organizations, or participation in those activities by governmental officials, if the activities are available to all those attending the meetings (GS 133-32).

9. STATE CONTRACTS

If Rowan County or any department becomes a party to a state contract, all purchases for the commodities on the contract will be purchased from vendors who are parties to the contract for the duration of the contract. As noted in Section 4.1.5 above, if the purchase is funded, in whole or in part, with federal funds, this exception only applies if the State contract was bid and awarded under the Uniform Guidance regulations.

10. PROCUREMENT CARDS

Procurement cards, which also includes credit cards and fuel cards, enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. Similar to VISA and MasterCard formats, procurement cards can be processed by vendors just like personal charge cards. Rather than making multiple small payments to many vendors, the organization pays one invoice to the card provider. Vendors receive payment within a few days of the transaction without extra paperwork. Inventories can be reduced or eliminated, since items are now purchased when needed. As with any type of purchasing procedure, adequate controls must be established to ensure that public funds are expended properly. These include built-in transactional limits for any one card, cardholder education, pre-audit, and supervisory review procedures. Purchases can be limited by amount per transaction, total per time period, number of purchases per time period, Merchant Category Codes, etc. Each card can be encoded with specific controls unique to the cardholder's job responsibilities. These controls also can be enacted on individual, divisional, or departmental lines. Cardholder education includes informing card users of all procedures, regulations, etc. and the consequences of improper use. Cardholders must sign an acknowledgement that they have read and understand these rules prior to receipt of a card. Cardholders are also trained to verify and code monthly transactions to facilitate payment. Sales tax for refund purposes can also be coded at this point. The purchases made via procurement cards are subject to the pre-audit requirements as defined by General Statute (G.S.) 158-28 (d2) and North Carolina Administrative Codes (NCAC) 20 NCAC 03.0409 and 20 NCAC 03.0410. Purchases using the procurement card must be for expenditures that have a properly

approved budget, project or grant ordinance. Further, expenditures made using procurement cards must be properly encumbered prior to incurring the charge. After cardholders have verified and coded their monthly charges, supervisors should review the transactions and receipts. After departmental approval, Finance will review the transactions and attached supporting documentation, reconcile transactions to the bank and post the transactions to the general ledger. Once the transactions are posted to the general ledger, a separate reconciliation is done between the statement and the general ledger. The Finance Director is provided with a copy of the procurement card statement each month to ensure that funds are available to cover the electronic draft used to pay the invoice.

10.1 Responsibilities

The Purchasing Agent shall be responsible for the implementation and enforcement of this procurement card program. If anyone has questions concerning the procurement card program, they should notify the Purchasing Agent/Designee~~ in the Finance Department~~.

All personnel issued procurement cards under this program shall be responsible for the procurement card and its use in accordance with the policy and procedures set forth.

10.2 Receiving a Procurement Card

Department Directors may request personnel to be a cardholder by completing the Procurement Card Application (Attachment A). The request(s) is to be forwarded to the Purchasing Agent/Designee for processing.

The proposed Cardholder shall be required to sign the Procurement Cardholder Agreement (Attachment B) and/or the Fuel Card User Agreement (Attachment C), indicating that the Cardholder understands his/her responsibilities under this program.

10.3 Authorized Procurement Card Use

The unique procurement card that the Cardholder receives has his/her name embossed on it and shall only be used by the Cardholder. No other person is authorized to use that card. The Cardholder may make transactions on behalf of others in his/her department. However, the Cardholder is responsible for all use of his/her card.

Use of the card must comply with the following:

a. Payment for a purchase will not be split into multiple transactions to stay within the single purchase limit or to circumvent the need for a purchase order.

b. All items purchased "over the counter" must be immediately available at time of credit card use. No back ordering of merchandise is allowed.

c. Cardholder must ensure that there is adequate budget remaining before incurring the charge.

10.4 Unauthorized Procurement Card Use

The procurement card shall not be used for the following:

a. Personal purchase

b. A single purchase of supplies or equipment that exceeds $999.99 unless accompanied by an appropriate purchase order.

c. Cash advances

d. Telephone calls

A Cardholder who makes unauthorized purchases or carelessly uses the procurement card may be liable to Rowan County for the total dollar amount of such unauthorized purchases and any administrative fees charged by the bank in connection with the misuse. Further, the employee will be subject to disciplinary action up to and including termination of employment.

10.5 Making a Purchase

Whenever making a procurement card purchase, the Cardholder will check as many suppliers as reasonable to the situation to assure best price and delivery, or request assistance of the Purchasing Agent/Designee.

10.6 Cardholder Record Keeping

Whenever a procurement card purchase is made, either over the counter or by telephone, documentation shall be retained as proof of purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly transaction listing.

When the purchase is made over the counter, the Cardholder shall retain the invoice and "customer copy" of the charge receipt. The Cardholder is responsible to check that the vendor lists the quantity, fully describes the item(s), and does not make arithmetic errors prior to the Cardholder signing the slip. When making a purchase by telephone, the Cardholder shall also document the transaction.

When the goods are received after placing the telephone order, all shipping documentation and the invoice shall be retained.

10.7 Review of Monthly Procurement Card transactions:

At the end of each billing cycle, the County shall receive from the bank a monthly statement of account that will list the transactions for that period, by department and cardholder. This statement will be imported into the general ledger so that individual cardholders can view their transactions.

Once the transactions are imported, the Cardholder shall check each transaction listed against his/her supporting documents to verify the transactions.

The original sales document (invoice, cash register tape, credit card slip, etc.) for all items listed on the cardholder's transaction listing must be electronically attached to the transaction. The attachment of sufficient, valid documentation for the transaction is critical to provide audit substantiation. If this procedure is not adhered to, it will be grounds for withdrawing the procurement card from the user. The careful matching of complete supporting documents to the transaction listing is vital to the successful use of the program.

After reviewing transactions and attaching the necessary supporting documents, the Cardholder shall release the transaction list to his/her approving Supervisor for approval. (Note: The entire list must be released at once. Individual transactions cannot be released.)

The approving Supervisor shall check the Cardholder's transaction list and supporting documentation and confirm the following items at a minimum:

a. The goods were received or the services were performed.

b. Receipts, and shipping documents, if applicable, are attached for each purchase.

Once the approving Supervisor is satisfied with all of the transactions and supporting documents, he/she shall approve and release the transactions to Finance for final review and processing. By doing so, the approving Supervisor indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

It is extremely important for the departments to review and reconcile the monthly transaction list, attach appropriate documentation, approve and release all transactions to Finance within 30 days of receiving the monthly transaction list. More than two (2) reminders to a Cardholder and his/her Department Director by Finance that an imported monthly transaction list is delinquent will be grounds for revoking the procurement card from the user.

If the Cardholder does not have documentation of a transaction listed on the monthly transaction list, he/she shall attach an explanation that includes a description of the item(s) purchased, date of purchase, vendor's name, and reason for lack of supporting documentation. Failure to provide a receipt will be reviewed and cardholder may be responsible for charges.

If the Cardholder is disputing a charge, he/she shall contact the vendor and see what the charge was for and who made the charge. If the vendor does not give the information needed, the Cardholder needs to call the number on the back of the procurement card to dispute the charge with the bank.

If an item has been returned and a credit voucher received, the Cardholder shall verify that this credit is reflected on the transaction list.

If the Cardholder's transaction list shows a transaction where the goods have not been received or some other discrepancy, the Cardholder should contact the vendor and see what the vendor can do to resolve the problem. Most problems can be resolved between the Cardholder and the vendor. If the dispute cannot be settled at this level, the Cardholder or approving Supervisor shall advise the Purchasing Agent/Designee.

10.8 Card Security

It is the Cardholder's responsibility to safeguard the procurement card and account number.

The Cardholder must not allow anyone to use his/her account number. A violation of this trust may result in that Cardholder having his/her card revoked.

If the card is lost or stolen, the Cardholder shall immediately notify the bank by calling its 800 number. Representatives are available 24 hours a day. Advise the representative that the call is regarding a lost or stolen procurement card. The Purchasing Agent/Designee is also to be notified immediately.

10.9 Cardholder Transfer/Separation

Prior to a transfer to another county department or separation from Rowan County, the Cardholder shall surrender the credit card and supporting documents related to any pending charges to his/her approving Supervisor. The Supervisor shall notify the Purchasing Agent/Designee.

If a Cardholder transfers to another county department, he/she may request a new card to be issued through their new supervisor.

10.10 Fuel Card

Each County vehicle will have a fuel card assigned to it. Department Directors will request, from the Purchasing Agent/Designee, a unique Personal Identification Number (PIN) for individuals that are required to drive as part of their County duties. The user will be required to sign an authorization acknowledgement (Attachment C). Upon receipt of the signed authorization acknowledgement, the Purchasing Agent/Designee will assign each user a unique PIN that can be used to track usage. This acknowledgment states that the user has read and understands the policies that relate to the use of the fuel cards. Expenditures on the card will be posted to the general ledger "Fuel" account, which is a properly approved budget line item in each appropriate department. The users must submit the original receipt for fuel purchases to the designated department personnel. Each department is responsible for maintaining the original receipts. The Purchasing Agent/Designee will ensure that charges made to the fuel cards are properly encumbered and preaudited in accordance with G.S. 159-28 (d2) and NC Administrative Codes 20 NCAC 03.0409 and 20 NCAC 03.4010. The Purchasing Agent/Designee receives the monthly

invoice from the bank. He/she reviews the invoice for reasonableness using supporting documents provided by the bank, which details transactions by employee and department. Using these documents, the Purchasing Agent/Designee codes the charges to the appropriate departments' fuel account. The departments are responsible for ensuring that the charges that hit the general ledger for their department's fuel card(s) purchases agree to the receipt documentation.

Employees who make unauthorized fuel card purchases, or allows their PIN to be used for unauthorized purchases, may be liable to Rowan County for the total dollar amount of such purchases and any administrative fees charged by the bank in connection with the misuse. Further, the employee will be subject to disciplinary action up to and including termination of employment.

ATTACHMENT A

Procurement Card Application

Date: _____

Department Name: _____ Department #: _____

Employee Name: _____ Employee #: _____

Job Title: _____

Limit Per Transaction: $1,000 Overall Limit: $_____

Approving Supervisor *(please print)*: _____

Requesting Director *(please print)*: _____

Director's Signature: _____

FINANCE DEPARTMENT USE

Approved Limit Per Transaction: $1,000 Approved Overall Limit: $_____

_____

_____

_____

_____

Approved By *(please print)*: _____

Title: _____ Date: _____

Signature: _____

ATTACHMENT B

Procurement Cardholder Agreement

This agreement outlines the responsibilities I have as a holder of a Rowan County procurement card ("p-card") or as a director of a department that uses p-cards for operational purchases. My signature below indicates I have read and understand these responsibilities and that I agree to adhere to the following:

1. I understand the p-card is solely for official business of Rowan County, intended to facilitate the purchase of goods and services for the conduct of County business within applicable limits and is not for personal use.
2. I understand the p-card should be used for day-to-day operational purchases and that the use of vendor credit accounts is prohibited except with prior approval of the Finance Director.
3. I understand that cardholders must follow all applicable purchasing guidelines of *Rowan County Procurement Policy* and the specific department. I also understand that cardholders will be held personally liable for unauthorized use of the card.

4. I understand use of the p-card for purchases not authorized within the *Rowan County Procurement Policy* will be considered misuse of the card and will be grounds for its immediate forfeiture, disciplinary action up to and including termination of employment, and any applicable criminal prosecution.

5. I understand the p-card is issued in the cardholder's name and that the cardholder is responsible for maintaining the security of the p-card issued to them and for all charges made by or authorized by them against it. I also understand that all p-card transactions will be billed directly to and paid directly by Rowan County.

6. I understand cardholders are responsible for obtaining and retaining an original receipt for every charge made by or authorized by them against the p-card and for submitting the receipts to the department's accounts payable supervisor on a daily basis (same day or day following the purchase date).

7. I understand cardholders must safeguard their p-card with appropriate security from the time they receive the card to the time they surrender it to Rowan County. If the p-card is lost or stolen, cardholders agree to immediately notify the bank at its 800 number, the Department Director and the Purchasing Agent/Designee.

8. I understand p-cards must be surrendered by cardholders upon request by Department Director or Purchasing Agent/Designee for any reason and/or upon termination of the cardholder's employment with Rowan County. Further, I understand that if I transfer to another department, my card will be surrendered and a new card may be requested by my new Department Director.

9. I understand that should a cardholder violate the terms of the *Procurement Cardholder Agreement*, the cardholder will reimburse Rowan County for all charges improperly authorized by the cardholder using the p-card and all costs incurred by Rowan County related to the collection of such charges.

Cardholder's Signature: _____ Date: _____

Cardholder's Name *(please print)*: _____

Department Name: _____

Director's Signature: _____ Date: _____

Director's Name *(please print)*: _____

ATTACHMENT C

Fuel Card User Agreement

This agreement outlines the responsibilities I have as a user of a Rowan County fuel card or as a director of a department that uses fuel cards for operational purchases. My signature below indicates I have read and understand these responsibilities and that I agree to adhere to the following:

1. I understand the fuel card is solely for official business of Rowan County, intended to facilitate the purchase of fuel to be used in Rowan County vehicles only and is not for personal use.

2. I understand that as a fuel card user I will be assigned a unique Personal Identification Number (PIN) and it is my responsibility to safeguard my PIN. I understand that it is prohibited to share my PIN with anyone and doing so may lead to disciplinary action up to and including termination of employment.

3. I understand that as a user of the fuel card I must follow all applicable purchasing guidelines of *Rowan County Procurement Policy* and the specific department. I also understand that all fuel card transactions

will be billed directly to and paid directly by Rowan County and I will be held personally liable for unauthorized use of the card that is tracked to my PIN.

4. I understand use of the fuel card for fuel purchases not authorized within the *Rowan County Procurement Policy* will be considered misuse of the card and will be grounds for its immediate forfeiture, disciplinary action up to and including termination of employment, and any applicable criminal prosecution.

5. I understand fuel card users are responsible for obtaining and retaining an original receipt for every charge made by or authorized by them against the fuel card and for submitting the receipts to the department's accounts payable supervisor on a daily basis (same day or day following the purchase date).

6. I understand that as a fuel card user I share the responsibility of safeguarding the fuel card itself from unauthorized use. Therefore, I understand that if I discover that the card has been lost or stolen, it is my responsibility to notify the Department Director and the Purchasing Agent/Designee immediately.

7. I understand that my PIN will be deactivated immediately upon request by Department Director or Purchasing Agent/Designee for any reason and/or upon my termination employment with Rowan County.

8. I understand that should a card user violate the terms of the *Procurement Cardholder Agreement*, the card user will reimburse Rowan County for all charges improperly authorized by the card user using the fuel card and all costs incurred by Rowan County related to the collection of such charges.

Fuel Card User Signature: _____ Date: _____

Fuel Card User Name *(please print)*: _____

Department Name: _____

Director's Signature: _____ Date: _____

Director's Name *(please print)*: _____

ATTACHMENT D

Conflict of Interest Policy

Conflict of Interest

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the County shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in or could receive a tangible personal benefit from a firm considered for a contract:

- The employee, officer, agent, or Board member,
- Any member of his/her immediate family,
- His or her partner, or

- An organization that employs, or is about to employ, any of the above.

Rowan County is not able to purchase or contract with members of Rowan County elected boards and/or appointed boards if the board member has a personal interest in the contract in his/her official capacity.

Any officer, employee or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict involving federal funds shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

Gifts

It is unlawful for a contractor, subcontractor, or supplier who, with respect to any public agency, (1) has a current contract; (2) has performed under a contract within the past year; or (3) anticipates bidding on a future contract to make gifts or favors to any officer or employee of the agency. It is also unlawful for the officer, employee or agent of recipients or sub recipients to accept any such gift or favor.

Exempted from the prohibition are honorariums for participating in meeting, advertising items or souvenirs of minimal value, or meals furnished at banquets.

Violations

Any employee that violates this Conflict of Interest and Gift policy will be subject the disciplinary action, up to and including termination. Any contractor violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

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: May 28, 2021
SUBJECT: Public Hearing to Consider Z 03-21 & SNIA 04-21: East Coast Developers Co. LLC

Applicant Darrell Shell is requesting the rezoning (Z 04-21) of a one (1) acre parcel located at 375 Wade Dr., referenced as tax parcel 126-098, from Rural Agricultural (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 indicates two (2) structures totaling 1,440 sq.ft., an arrangement of material stockpiles, parking area for construction equipment, six (6) chain link fencing, and a proposed twenty (20) foot buffer along two (2) sides of the property and a 27 foot buffer on the eastern property line proposing evergreens per ordinance requirements.

1. Receive staff report
2. Applicant comments, if any
3. Conduct public hearing
4. Close hearing and discuss
5. Adopt statements of consistency and reasonableness
6. Approve / Deny / Table Z 03-31 & SNIA 04-21.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/28/2021	Exhibit
Site Plan	5/28/2021	Exhibit
GIS Map	5/28/2021	Exhibit
Rezoning Application	5/28/2021	Exhibit
SNIA Application	5/28/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
MAY 27, 2021
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 03-21 & SNIA 04-21- East Coast Dev. Co.

Request: Rezone 1.0 AC lot from RA to CBI-CD for storage of materials and equipment associated with adjacent construction company

Parcel ID: 126-098

Location: 375 Wade Dr.

Lot size: 1.0 AC

Owner / Applicant: East Coast Developers Co.

Watershed: WS II BW Dutch Buffalo Creek

Floodplain: N/A

Existing Improvements: Two (2) 24'x30' metal carports

BACKGROUND

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. (dba Carolina Siteworks) on November 10, 2020, which owns the adjacent parcel addressed as 300 Wade Dr. referenced as Parcel ID 126-052. According to the NC Secretary of State website, Mr. Shell is the member manager of East Cost Developers.

Planning staff recently became aware the property is 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. Images from February 25, 2021 additional equipment and material storage, stockpiles, and two (2) structures collectively covering about ¾ of the site. Mr. Shell elected to apply for a rezoning and contacted Mr. Shell to discuss his options for zoning compliance.

Z 03-21 REQUEST

Applicant Darrell Shell is requesting the rezoning (Z 04-21) of a one (1) acre parcel

located at 375 Wade Dr., referenced as tax parcel 126-098, from Rural Agricultural (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 indicates two (2) structures totaling 1,440 sq.ft., an arrangement of material stockpiles, parking area for construction equipment, six (6) chain link fencing, and a proposed twenty (20) foot buffer along two (2) sides of the property and a 27 foot buffer on the eastern property line proposing evergreens per ordinance requirements.

SNIA 04-21

The property is located in the Dutch Buffalo Creek watershed (WSII BW), which limits non-residential impervious coverage to 12% (built upon area). Mr. Shell is also requesting a Special Non-residential Intensity Allocation (SNIA 04-21) to use the maximum allowance of seventy (70) percent impervious coverage. The site plan indicates the use of ABC stone (generally 1 to 1 ½ inch) recycled asphalt for surfacing. SNIA authorization allow the Board of 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 seventy (70) percent impervious coverage. See below figures:

- Total lot area: **1 AC**
- Current total built upon area: **30,433 sq.ft. including buildings (unpermitted)**
- Proposed structure size: **1,440 sq.ft. (unpermitted)**
- Proposed other improvements: **0 sq.ft.**
- Total coverage after development: **30,433 sq.ft. (70%)**
- Allowable coverage by right: **5,227 sq.ft. (12%)**
- Dutch Buffalo Creek Watershed Acreage Total: **10,135 AC**
- Acres approved for SNIA: **21 AC out of possible 1,013 AC (2% out of 100%)**
- Percentage removed from 10% allocation total: **0.002%**

CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

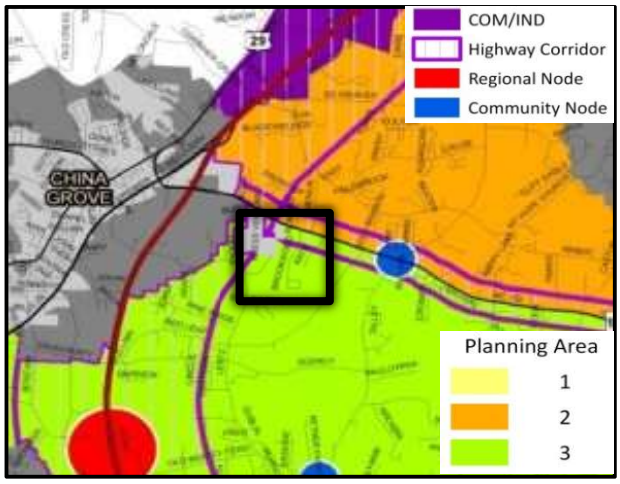
RA – This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agriculture or in fields and forest land, with some nonresidential 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 less intensive land uses. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed nonresidential uses. The most intensive land uses would not be allowed in this district.

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.

Eastern Area LUP

CONFORMITY WITH ADOPTED PLANS / POLICIES



- Located in Area 3 typically comprised of low-density residential, nodal commercial uses, and industrial uses related to lumber and mining.
- Located within Highway Corridor Overlay for NC 152 Hwy. and ¼ mile outside Highway Corridor Overlay for I-85. Due to the property's location off NC 152, the Highway Business section is not applicable but the appearance and buffering comments should be considered.
- Proposals for expansion of existing business that minimize conflict with surrounding residential uses through design standards or impact mitigation techniques are encouraged.

CONDITIONS IN THE VICINITY **See Enclosed Map –**

North

- 300 Wade Dr. – Carolina Siteworks Building and Construction, Special Trade Contractors (SIC 15 & 17) business on 3.28 AC zoned CBI-CD. According to Tax Assessor information, Carolina Siteworks contains a collective 55,000 sq.ft. under roof the initial building of which was constructed circa 1966. The remaining acreage is generally used for parking and open storage of equipment and materials. Property was rezoned CBI-CD on May 1, 2006 (PCUR 02-06) for then owner Jerusalem Baptist Church based on an application and contract to purchase by Carolina Siteworks for their construction company.
- 365 Wade Dr. – Residence and a rural home occupation currently under Notice of Violation for an unpermitted building construction contractor (SIC 15) home occupation. On April 13th, Planning Staff met with the property owner who indicated they are preparing plans and a timeline for compliance.
- Residential uses along Wade Dr., Beaver Lp. and E. NC 152 Hwy.

South

- Residential uses along Brookwood Dr. (extension of Beaver Lp).

East

- Jessie Carson High School located within the Town of China Grove municipal limits 500 feet away (from nearest property line).
- Stirewalt property in tax deferment for agricultural use.

West

- Residential uses along Beaver Lp. and Brookwood Dr.

COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	RA	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Permitted
Manufacturing		Most Permitted with SR	Not Permitted
	Textile Mill Prod.	Not Permitted	Not Permitted
	Lumber Prod.	Permitted with SR	Not Permitted
	Paper & Allied Prod.	Not Permitted	Not Permitted
	Chemical & Allied Prod.	Not Permitted	Not Permitted
	Petroleum Prod.	Not Permitted	Not Permitted
	Stone, Glass, Concrete, etc.	Some Permitted with SR	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Not Permitted
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Many: 50-25% Not Permitted: 25-0%

Source: Section 21-113 Table of Uses

POTENTIAL IMPACT ON ROADS

Wade Dr. –

- Classified as a private road providing access to five (5) dwellings and one (1) business.
- PCUR 02-06 contained conditions of approval including a requirement to establish a right of way agreement with the owner of the access parcel (126-023) and pave the existing gravel drive 16' in width and establish appropriate drainage improvements from the facility entrance to Beaver Lp. (SR 1345). Carolina Siteworks purchased Parcel ID 126-023 in 2007 and paved the driveway approximately 18 to 20 feet in width and provided a turnaround at the facility entrance. Fifteen (15) years later road, the road remains in very good condition aside from some "alligator cracking" adjacent to Beaver Rd.

POTENTIAL IMPACT ON UTILITIES Although there is an existing well and septic system, neither will be necessary for the proposed operation.

POTENTIAL IMPACT ON SCHOOLS Minimal. Current zoning would permit one (1) residence while the requested zoning would not.

DECISION MAKING In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES The Board of Commissioners must develop a statement of consistency describing whether its action is 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 is also necessary.

PUBLIC NOTICE **May 24th –** Letters mailed to four (4) adjacent property owners (within 100 feet of subject property).

May 25th – Sign posted on property.

May 24th & June 1st – Notice published in the *Salisbury Post*.

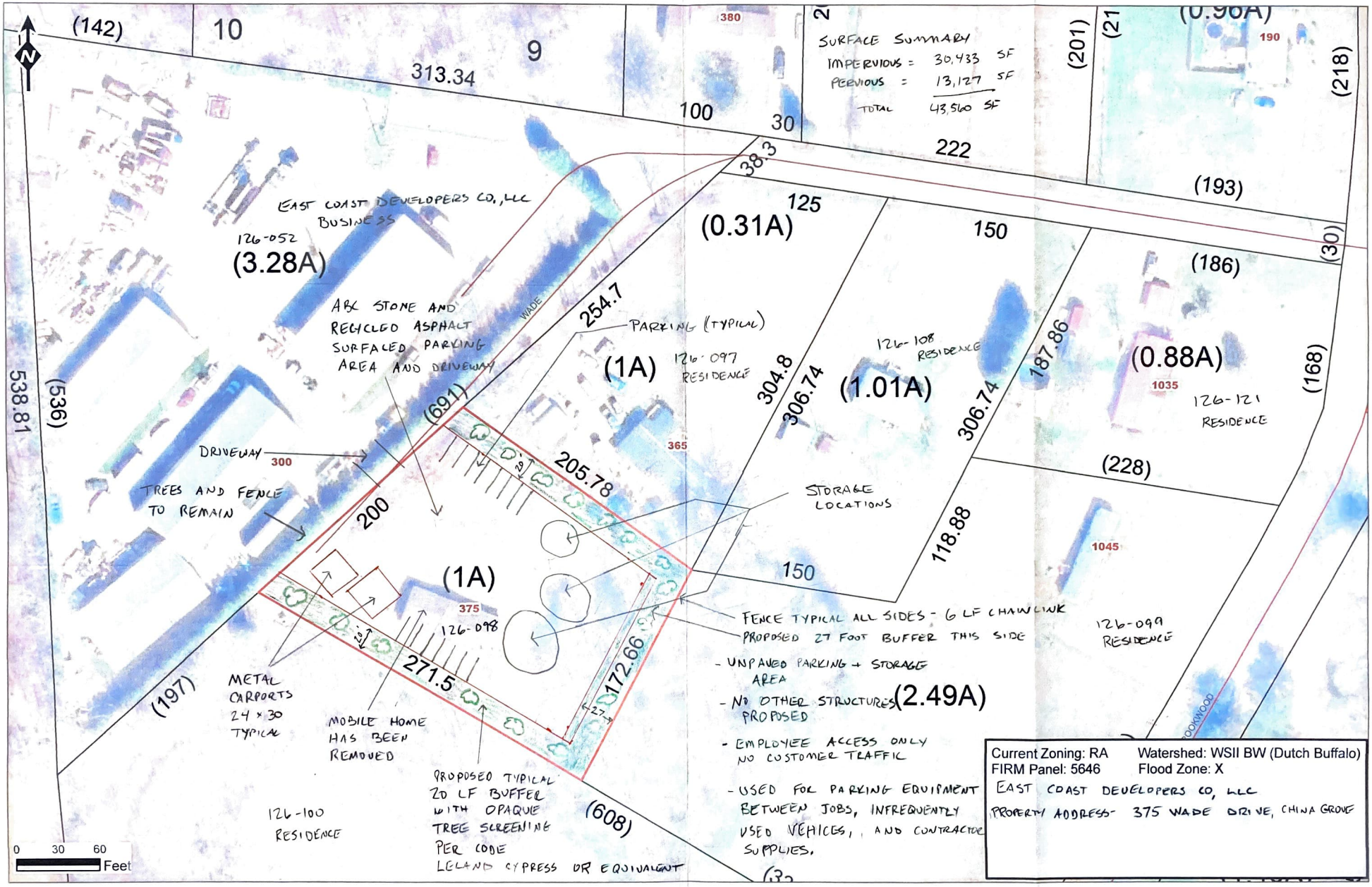
APRIL 26, 2021 PLANNING BOARD MEETING Other than the owner / applicant, no one attended the meeting. The Planning Board voted unanimously (9-0) to recommend approval of the request as presented. The Planning Board voted 9-0 to recommend approval as requested based on the following statements:

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".

STAFF COMMENTS This property is an expansion of Carolina Siteworks accessible primarily between the main buildings at 300 Wade Dr. Access along the original driveway parallel to the 300 Wade Dr. property is greatly restricted by the maturing Leyland Cypress trees planted as a condition of approval for PCUR 02-06. Staff's primary concern with this use relates to the visual impacts. The owner will plant the required buffer along the northern

line and was encouraged to do the same on the south and east lines even though adjacent structures appear to be more than 200’ from the operational area where screening is required. Staff have not received any complaints from neighbors regarding the current operation.


(142)
10
9
313.34
380
100
30
SURFACE SUMMARY
IMPERVIOUS = 30,433 SF
PERVIOUS = 13,127 SF
TOTAL 43,560 SF
(201)
(21
(0.96A)
190
(218)
222
38.3
(193)
EAST COAST DEVELOPERS CO., LLC
BUSINESS
126-052
(3.28A)
125
(0.31A)
150
(30)
(186)
ABC STONE AND RECYCLED ASPHALT SURFACED PARKING AREA AND DRIVEWAY
WADE
254.7
PARKING (TYPICAL)
(1A)
126-097
RESIDENCE
126-108
RESIDENCE
304.8
306.74
(1.01A)
306.74
187.86
(0.88A)
1035
126-121
RESIDENCE
(168)
538.81
(536)
(691)
DRIVEWAY
300
365
205.78
TREES AND FENCE TO REMAIN
STORAGE LOCATIONS
(228)
200
118.88
1045
150
(1A)
375
126-098
FENCE TYPICAL ALL SIDES - 6 LF CHAINLINK
PROPOSED 27 FOOT BUFFER THIS SIDE
126-099
RESIDENCE
- UNPAVED PARKING + STORAGE AREA
- NO OTHER STRUCTURES PROPOSED
(2.49A)
- EMPLOYEE ACCESS ONLY NO CUSTOMER TRAFFIC
- USED FOR PARKING EQUIPMENT BETWEEN JOBS, INFREQUENTLY USED VEHICLES, AND CONTRACTOR SUPPLIES.
27
271.5
172.66
(197)
METAL CARPORTS 24 x 30 TYPICAL
MOBILE HOME HAS BEEN REMOVED
PROPOSED TYPICAL 20 LF BUFFER WITH OPAQUE TREE SCREENING PER CODE LELAND CYPRESS OR EQUIVALENT
126-100
RESIDENCE
(608)
(32
0 30 60
Feet
Current Zoning: RA
Watershed: WSII BW (Dutch Buffalo)
FIRM Panel: 5646
Flood Zone: X
EAST COAST DEVELOPERS CO, LLC
PROPERTY ADDRESS- 375 WADE DRIVE, CHINA GROVE

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Z 03-21: East Coast Developers Co LLC.

LEGEND

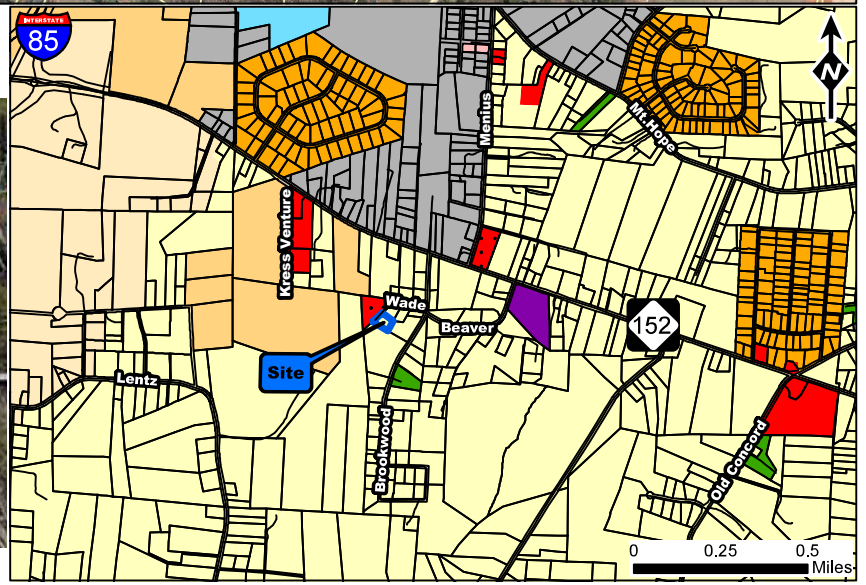
Zoning

- RS
- RR
- RA
- MHP
- NB
- CBI
- IND
- 85-ED-2
- CD

- China Grove Town
- China Grove ETJ
- Site
- Parcels
- Roads
- 5285 Addresses
- Feb. / Mar. 18 Aerial

Prepared by Rowan County Planning
& Development Department
April 16, 2021

February 25, 2021 Pictometry Image



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

Case # Z 03-21
Date Filed 3/29/21
Received By SAB
Amount Paid $ 300 00
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: East Coast Developers Co., LLC
Signature: Darrell Shell
Phone: 704-855-7483 Email: darrell@carolinasiteworksinc.com
Address: PO Box 280, China Grove NC 28023

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Darrell Shell
Signature: Darrell Shell
Phone: 704-855-7483 Email: darrell@carolinasiteworksinc.com
Address: PO Box 290, China Grove NC 28023

PROPERTY DETAILS:

Tax Parcel(s): 126-098 Size (sq.ft. or acres): 1.00 Acre
Property Location: 375 Wade Drive, China Grove NC 28023
Current Land Use: Undeveloped, used for parking and storage
Date Acquired: 10-23-20 Deed Reference: Book 1360 Page 763

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:
Parking of equipment and vehicles. Stockpile storage for stone, sand, and recycled asphalt. Storage of construction materials.

Additional information enclosed restricting the conditional use district? Yes ☐ No ☑

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 4/26/21 3. Notifications Mailed: 4/14/21 4. Property Posted: 4/13/21 5. Planning Board Action: Approved 9 Denied 0 6. Board of Commissioners Public Hearing: 6/7/21 7. Notifications Mailed: 5/24/21 8. Property Posted: 5/25/21 9. Dates Advertised: 1st 5/25/21 2nd 6/1/21 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

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 # SNIA 04-21
Date Filed 3/10/21
Received By SAS
Amount Paid $100.00

Office Use Only

SNIA-015519-2021

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: East Coast Developers Co., LLC

Signature: Darrell Shell Member-Manager

Phone: 704-855-7483 Email: darrell@carolinasiteworksinc.com

Address: PO Box 280 China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: Darrell Shell

Signature: Darrell Shell

Phone: 704-855-7483 Email: darrell@carolinasiteworksinc.com

Address: PO Box 280 China Grove, NC 28023

PROPERTY DETAILS:

Tax Parcel: 126-098 Zoning District: RA

Location: 375 Wade Drive, China Grove NC 28023

Size (sq. ft. or acres): 1.00 Watershed: WSII BW Dutch Buffalo

Current Land Use: Undeveloped, used for parking and storage

List the current or proposed use of the property and a general description of what will be constructed under this application:

Parking of equipment and vehicles. Stockpile storage for stone, sand, and recycled asphalt. Storage of construction materials.

Will there be ***land disturbing activity*** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☑

Structures: Existing 1,440 sq.ft. Proposed 1,440 sq.ft.

Other Impervious Coverage: Existing 28,993 sq.ft Proposed 28,993 sq.ft

Remaining Undeveloped Area: 13,127 sq.ft. 30.14 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☑

If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☑ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Signature

3-5-2021
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Meeting: 6 / 7 / 21 3. Board of Commissioners Action: Approved _____ Denied _____ 4. Date Applicant Notified: ___/___/___

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project. Dutch Buffalo Creek

WS II BW — Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA

N/A — Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ — Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

1 AC — Average lot size (in square feet).

(c) Built Upon Area.

✓ — The accurate location and use of all existing and proposed buildings and other structures and location and size, in square feet, of all built-upon areas including parking and loading facilities.

70% — The percent of the project that will be covered with an impervious surface.

13,127 sqft — The area, in acres, to be left natural

(d) Streams / Rivers.

N/A — The accurate location of all perennial streams and natural drainage areas on the property on the site plan.

(e) Buffers.

N/A — The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	1 AC	Other coverage	—
Allowable coverage by right	5,227 sqft	Total coverage	30,433
Allowable coverage with 70%	30,433 sqft	Undisturbed acreage	13,127
Existing coverage	28,993	Watershed acres	10,135 AC
Pre-1994 coverage	0	Acres approved for SNIA	21 AC
Building size	1,440	Percentage Removed	.002%

Checked By: SAS Date: 4/1/21

Comments: _____

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: May 28, 2021
SUBJECT: Public Hearing to Consider Z 04-20 Amendment: Morgan Well

---

On behalf of Morgan Well and Pump Inc., applicant and project engineer Sam King Jr. is requesting 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.

1. Receive staff report
2. Applicant comments, if any
3. Conduct public hearing
4. Close hearing and discuss
5. Adopt statements of consistency and reasonableness
6. Approve / Deny / Table Z 04-20 Amend.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/28/2021	Exhibit
Site Plan	5/28/2021	Exhibit
GIS Map	5/28/2021	Exhibit
Rezoning Application	5/28/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
MAY 27, 2021
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 04-20

Request: Modify **CBI-CD** site plan to expand an outdoor storage area for an existing water well drilling contractor business

Parcel ID: 140-233

Location: 1840 Bostian Rd.

Lot size: 3.13 AC total

Owner: Charles Morgan

Applicant: Sam King Jr. (Engineer) on behalf of Morgan Well & Pump Inc.

Watershed: WSIV PA (Coldwater Creek)

Floodplain: None

Existing Improvements: 4,000 sq.ft. office building

BACKGROUND 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 sq.ft. 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 approximately 380 feet 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 the storage expansion. Their office received a Certificate of Occupancy from the Building Inspections Department on April 6th.

REQUEST On behalf of Morgan Well and Pump Inc., applicant and project engineer Sam King Jr. is requesting 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.

PLAN DETAILS The enclosed site plan details a fenced graveled area approximately 15,200 sq.ft. in size extending behind the building for open storage. Twenty-nine (29) Dwarf Burford Holly shrubs are proposed along the storage area and along the existing landscaped area adjacent to the building along with two (2) new Crepe Myrtle trees for screening purposes, in response to land use plan recommendations, and comments from the Board of Commissioners during the initial rezoning hearing.

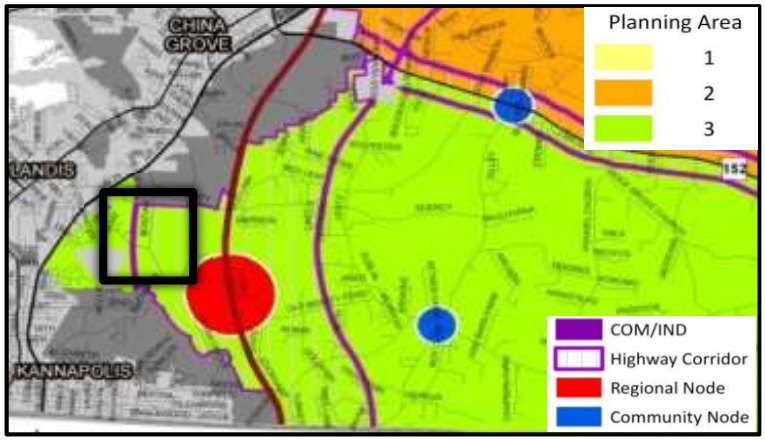
CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

CBI – This zone allows for a wide range of commercial, business and light to medium industrial activities, which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

CONFORMITY WITH ADOPTED PLANS / POLICIES

Eastern Area LUP

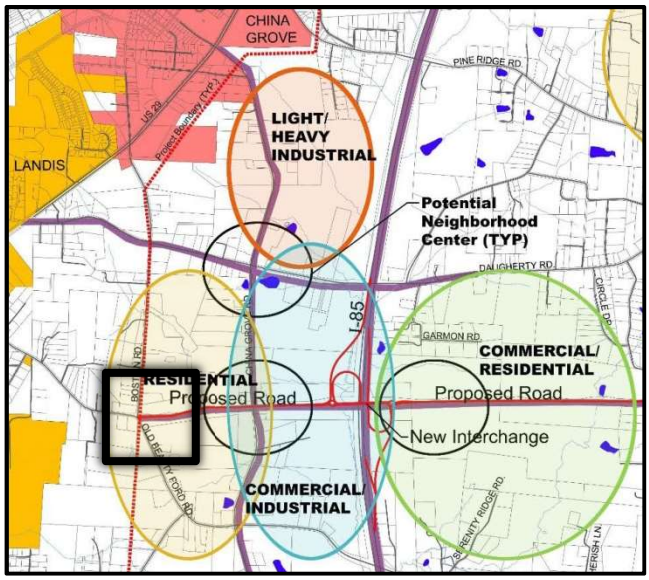
- Located in Area 3: No specific recommendation applicable.
- Located along identified major thoroughfare: Rural businesses are generally encouraged along major thoroughfares with Neighborhood Business (**NB**) serving as the most appropriate district in most instances. Appearance standards are referenced as a potential area of future study.
- Located in Highway Corridor for I-85: Depending on the specific location within the corridor, the plan generally encourages commercial, industrial, and mixed uses. Perimeter landscaping and parking on side / rear is suggested.



- Located adjacent to Regional Node at Old Beatty Ford Rd / I-85: The subject area is located approximately 600 feet outside the identified one (1) mile regional node (note: the location on the map was based on previous road alignment). Significant levels of retail, service, and mixed-use development were envisioned within the core and at varying degrees throughout the node. The plan recommended a more extensive study of land proximate to the interchange including a review of public utilities that may serve the area.

I-85 South Corridor Study

The south corridor study was commissioned to further evaluate development guidelines and suggested scenarios for properties near the new interchange based on potential water and sewer service. The plan was envisioned to supersede the East plan's general recommendations but was stated in the absence of water and sewer, the East plans recommendations would likely remain. Even though utilities are not in place, 385 acres of land at the interchange was annexed by the City of Kannapolis as a precursor to utility extension and development.



Plan recommendations include:

- Property is located within an area identified as potential Residential and adjacent to one (1) of three (3) Neighborhood Centers noted at key intersections and a Commercial / Industrial area. In general, the plan assumes a concentration of development near the interchange, near key intersections, and along the "important" corridors.
- Design guidelines relating to building façade, landscaping, signage, lighting, buffering, etc. are referenced as areas to further evaluate.

COMPATIBILITY OF USES

No change of use from current approval. The proposed evergreen shrubs should reduce visual impacts associated with the outdoor storage but will remain visible due to maturing height, proposed spacing, and varying topography in the area. According to the NC Cooperative Extension website, Dwarf Burford Hollies are fast growing shrubs that can reach heights of ten (10) feet and widths of eight (8) feet (see example image of hedgerow).

SOURCE: FAST-GROWING-TREES.COM

CONDITIONS IN THE VICINITY

See Enclosed Map –

North

- Parcel ID 140-242 was recently rezoned to CBI-CD for mini-warehouses.
- Vacant parcels and a small number of residences.

- Highest Praise Church (Formerly Landis Church of God) at 1700 Bostian Rd. located on 26 acres north and east of the subject property.

South

- Kannapolis Moose Lodge at 1860 Bostian Rd. located on 20 acres.
- Residential uses along Bostian Rd. frontage.

East

- Wooded properties immediately adjacent.
- **CBI** designation located ¼ mile northeast totaling 224 acres.
- Property located in City of Kannapolis ¼ mile east zoned Agricultural District (**AG)**. The placeholder district includes property owned by Kannapolis Crossing LP, a Baton Rouge developer with intended plans for significant development.
- ½ mile from the southbound on / off ramp to I-85.

West

- Primarily wooded properties with some residential uses along Old Beatty Ford Rd.
- .27 mile from Light Manufacturing (**M-1**) zoned parcel in the Landis town limits.

POTENTIAL IMPACT ON ROADS **Old Beatty Ford Rd. –**

- Classified as a major thoroughfare.
- Annual Average Daily Traffic (AADT) count collected in 2016 north of Ebenezer Rd. (previously Old Beatty Ford, now Bostian Rd.) tallied 2,000 vehicle trips along this section (historical high of 2,400 in 2002).
- Prior to the recent improvements, the Comprehensive Transportation Plan (CTP) estimates road capacity at 14,100 AADT.
- Although not adopted as part of the local street appendix as an observed right of way, Planning Staff noticed the CTP was updated last year to identify Old Beatty Ford Rd. as a future 4 lane road with a 110 foot right of way. The observation with respect to setbacks are only required when part of the adopted street appendix but may warrant consideration here as a potential condition to ensure future setbacks are compliant. According to GIS, the existing right of way along the area proposed for development varies between 100 and 79 feet in width.
- No access proposed on Old Beatty Ford Rd.

Bostian Rd. –

- Classified as a minor thoroughfare (could be re-evaluated in future due to dead end at interstate).
- Annual Average Daily Traffic (AADT) count collected in 2016 north of Old Beatty Ford Rd. tallied 450 vehicle trips along this section (historical high of 570 in 2006).
- The CTP estimates road capacity at 11,000 AADT.
- The ITE Trip Generate manual (7th Edition) does not provide a comparable category for Construction Special Trade Contractors to determine estimated traffic generation. However, since the site activity may function most similar to an office, a Single Tenant Office Building (Use Code 715) may serve as the most comparable code. Using the proposed ten (10) employees, the business could generate 37 average daily trips.
- NCDOT approved commercial driveway permit #20-020-RD for the proposed connection to Bostian Rd.

POTENTIAL IMPACT ON UTILITIES The proposed business will use an on-site well & septic system.

POTENTIAL IMPACT ON SCHOOLS Minimal. Currently, two (2) residential uses would be permitted while 0 would be possible under the proposed request.

DECISION MAKING In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES The Board of Commissioners must develop a statement of consistency describing whether its action is 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 is also necessary.

PUBLIC NOTICE **May 24th –** Letters mailed to four (4) adjacent property owners (within 100 feet of subject property).

May 25th – Sign posted on property.

May 24th & June 1st – Notice published in the *Salisbury Post*.

APRIL 26, 2021 PLANNING BOARD MEETING Other than the owner / applicant, no one attended the meeting. The Planning Board voted

unanimously (9-0) to recommend approval of the request as presented based on the following statements:

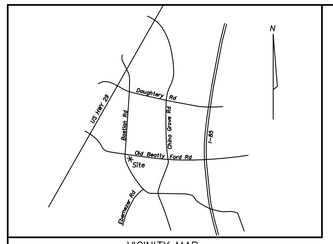
Statement of Consistency – "Z 04-20 request is consistent with Area 3 of the Eastern Land Use and along the Highway I-85 corridor; the property is also located adjacent to a Regional Node at Old Beatty Ford Road I-85".

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".

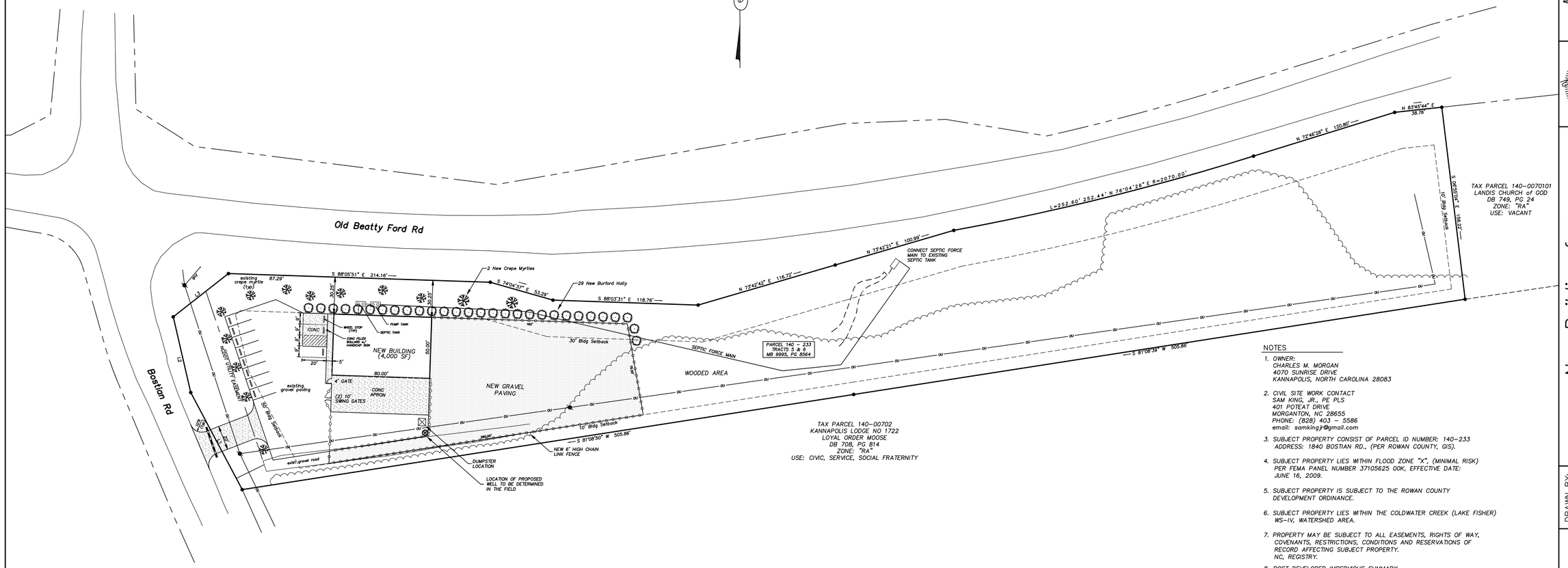
STAFF COMMENTS At 21.33 miles, Old Beatty Ford Road is the longest secondary road (non-highway) in the county and has long served as an important thoroughfare for South Rowan. After many decades of expressing the need to have a new I-85 interchange for South Rowan within the 5 ½ mile gap between NC 152 Hwy and Lane St., the importance of this corridor has increased considerably. In addition to the transportation benefits served, the interchange and corridor affords new economic development opportunities for the area and is the focus of the City of Kannapolis with the 385 acre expansion of their municipal limits.

Kannapolis zoned the newly annexed area **AG** as a placeholder district until specific plans were presented and the appropriate zoning district(s) identified. The South Corridor plan did not recommend "pre-zoning" property in the study area, which is consistent with the historical approach of the county to typically (with some exceptions) zone property based on its current vs potential future use. This request serves as 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.

Section 21-61 (e) indicates the mutually agreed upon conditions and site-specific standards may be imposed to address conformity to applicable ordinances, officially adopted comprehensive plans, and those that address impacts reasonably expected to be generated by the development.



VICINITY MAP



LINE DATA

L1: N 27°54'32" W, 89.94'
L2: N 13°00'26" W, 63.47'
L3: N 51°51'57" E, 57.35'

LEGEND

RIGHT OF WAY
N90°00'00"E — PROPERTY LINE
OU — OVERHEAD UTILITY
EXISTING UTILITY POLE

PLANT LEGEND: STREET & PERIMETER BUFFERS ONLY

KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY
	Lagerstroemia indica 'Natchez'	Natchez Crepe Myrtle	6' planting height	As Shown	2
	Ilex cornuta burfordi nana	Dwarf burford holly	24" plantin height	As Shown	29

PROJECT NARRATIVE

THE SCOPE OF THIS PROJECT IS TO PROVIDE A NEW 4,000 SF METAL BUILDING AND ASSOCIATED PARKING AND ACCESS AREAS FOR A WELL DRILLING CONTRACTOR BUSINESS. THE NEW FACILITY WILL BE USED FOR OFFICE SPACE AND STORAGE OF EQUIPMENT AND MATERIALS. NO WELL DRILLING OPERATIONS WILL BE CONDUCTED ON THE PROJECT SITE. PROPOSED SITE LIGHTING TO TO WALL MOUNTED ON THE NEW BUILDING AND DIRECTED AWAY FROM ADJOINING STREETS AND PROPERTY. THE SUBJECT PROPERTY PREVIOUSLY CONSISTED OF TWO PARCELS AND HAS BEEN RECOMBINED INTO ONE PARCEL, AND IS ZONED "CBI-CD". SEPTIC SEWER SERVICE TO BE PROVIDED BY NEW SEPTIC TANKS, FORNCE AND EXISTING SEPTIC SYSTEM AS SHOWN.

THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCY FOR THE EXACT FIELD LOCATIONS OF ALL WATER, SEWER, ELECTRIC, TELEPHONE, TELEVISION AND ANY OTHER UNDERGROUND AND OVERHEAD UTILITY BEFORE STARTING CONSTRUCTION. THE OMISSION FROM OR THE INCLUSION OF UTILITY LOCATIONS ON THE CONTRACT DRAWINGS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.

NOTES

1. OWNER:
CHARLES M. MORGAN
4070 SUNRISE DRIVE
KANNAPOLIS, NORTH CAROLINA 28083

2. CIVIL SITE WORK CONTACT
SAM KING, JR., PE PLS
401 POTEAT DRIVE
MORGANTON, NC 28655
PHONE: (828) 403 - 5586
email: samkingjr@gmail.com

3. SUBJECT PROPERTY CONSIST OF PARCEL ID NUMBER: 140-233
ADDRESS: 1840 BOSTIAN RD., (PER ROWAN COUNTY, GIS).

4. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X", (MINIMAL RISK) PER FEMA PANEL NUMBER 37105625 00K, EFFECTIVE DATE: JUNE 16, 2009.

5. SUBJECT PROPERTY IS SUBJECT TO THE ROWAN COUNTY DEVELOPMENT ORDINANCE.

6. SUBJECT PROPERTY LIES WITHIN THE COLDWATER CREEK (LAKE FISHER) WS-IV, WATERSHED AREA.

7. PROPERTY MAY BE SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS OF RECORD AFFECTING SUBJECT PROPERTY.
NC, REGISTRY.

8. POST DEVELOPED IMPERVIOUS SUMMARY

CONCRETE:	4,047 SF
NEW BUILDING:	4,000 SF
EXIST GRAVEL:	486 SF
NEW GRAVEL:	22,410 SF
TOTAL IMPERVIOUS:	30,943 SF
TOTAL AREA:	136,298 SF (3.129 AC)

%IMPERVIOUS = 33,259/136,298 x 100 = 24.40%

9. PARKING SUMMARY:
10 EMPLOYEES, ONE SHIFT, 8-5, M-F

STANDARD SPACES:	10 EA
HANDICAP SPACES:	1 EA
TOTAL SPACES:	11 EA

10. SUBJECT PROPERTY CURRENTLY ZONED "CBI-CD".
SETBACKS - FRONT: 50', SIDE: 10',
SIDE STREET: 30', REAR: 10'

11. LOCATION OF WELL AND SEPTIC AND CONSTRUCTION AUTHORIZATION TO BE OBTAINED THROUGH THE ROWAN COUNTY ENVIRONMENTAL DEPARTMENT.

12. PROPOSED USE: "WATER WELL DRILLING CONTRACTOR"
FLOOR TO AREA RATIO = 4,000 SF/136,298 SF x 100 = 2.93%

13. DRIVEWAY PERMIT TO ACCESS FROM BOSTIAN ROAD HAS BEEN APPROVED BY NCDOT.

14. 1.25 ACRES TO BE DISTURBED DURING CONSTRUCTION AND EROSION CONTROL PLAN APPROVAL BY ROWAN COUNTY WILL BE REQUIRED. THE OWNER AND ITS CONTRACTOR WILL BE RESPONSIBLE FOR CONTAINING ALL SEDIMENT AND EROSION ON SITE.

SITE DEVELOPMENT PLAN

40 0 20 40 80 160
1 inch = 40 ft.

KING ENGINEERING OF CONCORD, RLLP
35 CHURCH STREET, S., SUITE 107
CONCORD, NORTH CAROLINA 28025
PHONE (828) 403 - 5586
F-1438

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 14520 4/15/2021 SAMUEL L KING, JR.

New Building for:
Morgan Well & Pump
1840 Bostian Road
China Grove, North Carolina

NO.	DATE	DESCRIPTION OF REVISIONS
4	4/15/2021	REVISED PER ROWAN COUNTY PLAN REVIEW COMMENTS
3	4/05/2021	REVISED PER ROWAN COUNTY PLAN REVIEW COMMENTS
2	3/31/2021	REVISED PER OWNER PLAN REVIEW COMMENTS.
1	8/20/2020	REVISED PER ROWAN COUNTY PLAN REVIEW COMMENTS.

DRAWN BY: SLK
DESIGN BY: SLK
PROJ. MGR. SLK

DATE: JUL. 31, 2020
DWG NO. 2020105
SHEET NUMBER 1 OF 1

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Z 04-20 Amend. - Morgan Well

LEGEND

County Zoning

- RA
- CBI
- IND
- CD

Landis Town Limits
Zoning: M-1

Kannapolis City Limits
Zoning: AG

Site

Parcels

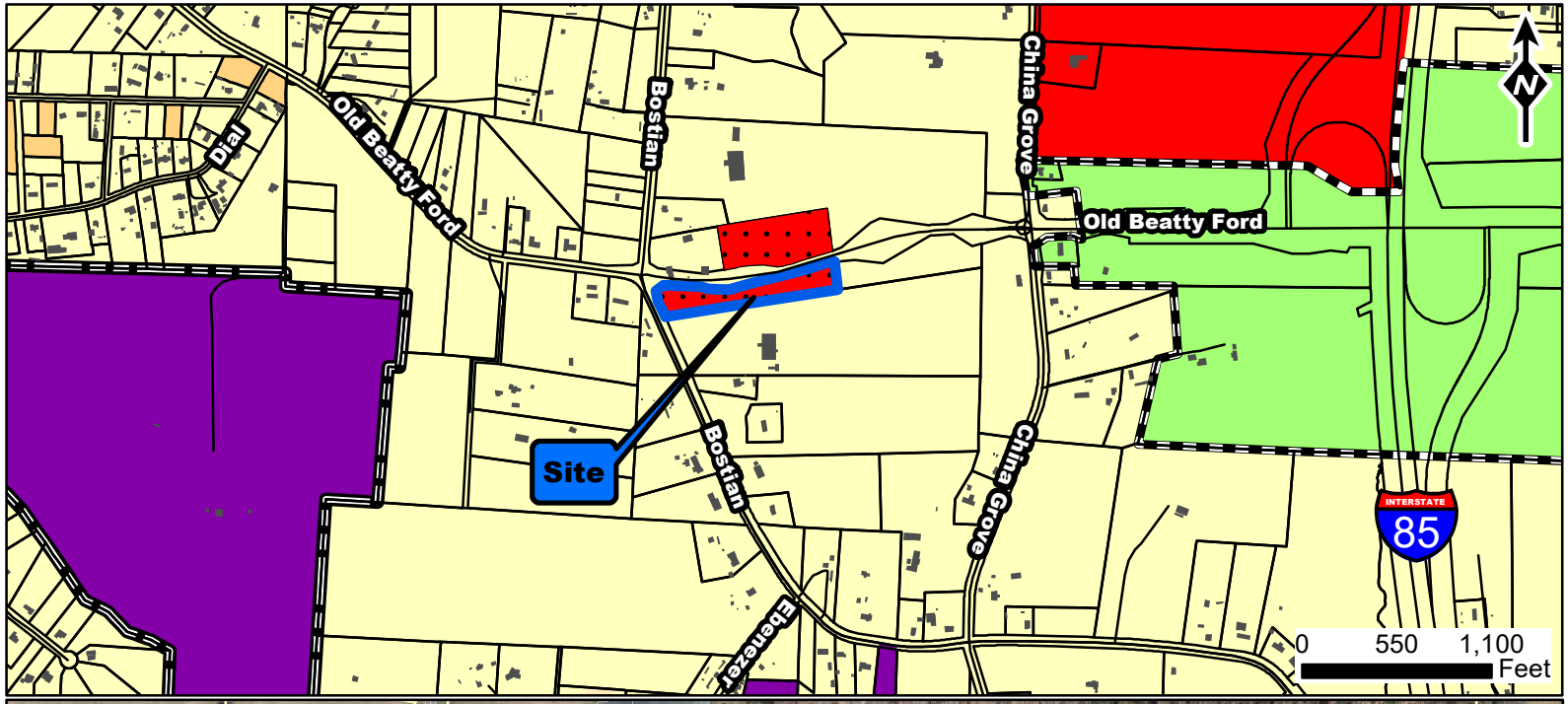
Roads

Buildings

5285 Addresses

Feb. / Mar. 18 Aerial

Prepared by Rowan County Planning
& Development Department
April 16, 2021



Rowan County Department of Planning & Development
402 N. Main Street Suite 204
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Case # Z 04 -20 Amendment
Date Filed 4/1/21
Received By SAS
Amount Paid $ 300.00 ck # 12702

Office Use Only

Energov: Z-015663-2021

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Morgan Well & Pump/Charles M. Morgan
Signature: Charles M Morgan
Phone: 704-933-0479 Email: morganwellpump@gmail.com
Address: 4070 Sunrise Dr, Kannapolis, NC 28083

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Samuel L. King, Jr.
Signature: Samuel L. King, Jr. Digitally signed by Samuel L. King, Jr. Date: 2021.04.01 07:42:11 -04'00'
Phone: 828-403-5586 Email: samkingjr@gmail.com
Address: 401 Poteat Drive, Morganton, NC 28655

PROPERTY DETAILS:

Tax Parcel(s): 140-233 Size (sq.ft. or acres): 3.129 Acres
Property Location: 1840 Bostian Rd
Current Land Use: Vacant
Date Acquired: 3/14/2018 Deed Reference: Book 1361 Page 457

REQUEST DETAILS:

Existing Zoning District CBI-CD Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☑ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): Charles M. Morgan

Date: 4/1/21

Name of Applicant / Agent: Samuel L. King, Jr.

Address: 401 Poteat Drive, Morganton, NC 28655

Phone Number: 828-403-5586

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

STATE OF North Carolina **COUNTY OF** Rowan

I, Leigh Hamilton, a Notary Public for said County and State, do hereby certify that Charles M. Morgan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 9-15-, 20 25.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 04/26/21 3. Notifications Mailed: 4/14/21 4. Property Posted: 4/13/21 5. Planning Board Action: Approved 9 Denied 0 6. Board of Commissioners Public Hearing: 6/7/21 7. Notifications Mailed: 5/24/21 8. Property Posted: 5/25/21 9. Dates Advertised: 1st 5/25/21 2nd 6/1/21 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: __/__/__

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport and Transit Director
DATE:	June 4, 2021
SUBJECT:	Public Hearing: Consider Elimination of Rowan Express Route

During a Special Meeting of the Rowan County Board of Commissioners held on May 26, 2021, the Board voted to schedule a public hearing to receive citizen input regarding the proposed elimination of the Rowan Express route in order to increase transportation for life-sustaining services.

ATTACHMENTS:

Description	Upload Date	Type
Power point	6/4/2021	Cover Memo

ROWAN TRANSIT SYSTEM

Be an original.

Rowan Express

- Stops in Salisbury, China Grove, Landis & Kannapolis
  - Connects
    - Salisbury Transit
    - Concord Kannapolis (CK) Rider
    - AMTRAK

Rowan Express

- Service should be discontinued
  - Unfortunately not highly utilized
  - Ineffective use of County funds
    - Grant funding received is not enough to cover costs

July 1, 2020 – June 30, 2021

Solely run using CARES Act funds

No Local Funds

Discontinue Express

- REASON #1: COST
  - 9 months (July 2020 – March 2021)

    Net Expenses: $158,816.04
    - Operating cost: $163,696.04
    - Fares: $5,428.00

    Total Rides: 6,853

    Cost Per Ride: $23.17

    Fare: $1.00*

*County employees ride free and no fare received when passenger transfers from another system

Discontinue Express

- REASON #2: VEHICLES
  - High mileage
  - CDL endorsement
  - Requires larger vehicles (greater replacement cost)
  - Increased wear & tear
    - Tires
    - Breaks
    - Alignment

Discontinue Express

- REASON #3: OPERATIONG HOURS
  - Route extends staffing
    - 4:30a-7:30p (15 hrs)
    - Will become 5:30a- 5:30p (12 hrs)

Discontinue Express

- REASON #4: RIDERSHIP (updated)
  - Average of 38 trips per day over last 9 months
  - This is an average of only 2.5 rides per revenue hour for two vehicles
  - Average cost of service per hour = $58.82
    - Add hourly wage = $71.82*

*Calculation not including insurance or cost of drivers benefits

Discontinue Express

- Majority use it to commute to work
- Occasional uses for:
  - Appointments
  - Shopping
  - Visiting friends
  - Connect to Charlotte
  - Connect to Amtrak

Users have other options for transportation accessible to them

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 1, 2021
SUBJECT:	Public Hearing: FY 2021-22 Proposed Budget

The County Manager presented the FY 2021-22 proposed budget to the Board of Commissioners during a special meeting on May 26, 2021.

The Board voted to schedule a public hearing to receive citizen input regarding the proposed budget and to impose the following rules for the public hearing:

Each speaker will be limited to three (3) minutes to address the Board and comments shall be restricted to the subject of the hearing as advertised.

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 1, 2021
SUBJECT:	Discussion Regarding Proposed FY 2021-22 Budget

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 2, 2021
SUBJECT: Task Order 15 McGill Access Road and Utilities Bid

Attached is Task Order 15 and Access Road and Utilities Bid document in PDF for the Dog Adoption Center.

ATTACHMENTS:

Description	Upload Date	Type
Task Order 15 - Rowan Access Road Bidding	6/2/2021	Cover Memo
Access Road and Utilities Bid Scenario June 2021	6/2/2021	Cover Memo

TASK ORDER NO. 15

This **TASK ORDER NO. 15** dated the _____, day of June 2021, is a supplement to the **MASTER SERVICES AGREEMENT** dated February 19, 2016 between Rowan County, North Carolina, hereinafter referred to as "OWNER" and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: **Rowan County Access Road Bidding Services**

SECTION 1 - PROJECT DESCRIPTION:

A. Under previously issued Task Orders 7 and 13, ENGINEER was authorized to design, permit, and solicit bids for construction of the proposed access road from Julian Road to Corporate Center Drive (approximately 1,000 linear feet) along with extension of municipal water and sewer. To accommodate possible partial construction of the project, the improvements will be bid segmentally to allow award by the OWNER in all or portions of the proposed project.

SECTION 2 - SCOPE OF SERVICES:

The following scope of services will be provided:

a. Updating previously prepared plans to incorporate a revised layout for the proposed Dog Adoption Center (DAC) currently under construction, incorporating an updated driveway, water connection locations, and sewer connection location.

b. Preparing bid package outlining separate items for roadway and street from Julian Road to the proposed DAC drive and roadway and street from the proposed DAC drive to Corporate Center Drive.

c. Complete remainder of Bidding Phase services.

SECTION 3 – COMPENSATION

A. The Owner shall pay the Engineer for services outlined in Task Order No. 15 for the PROJECT in accordance with our current Master Services Agreement Section 2 – Basic Services 2.2-2.3. Total project compensation shall be a Lump Sum amount of **$8,000** and shall be billed by percentage complete as work progresses,

on a monthly basis. This amount shall be an addition to previously approved bidding services for the project.

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 15 in duplicate originals:

EXECUTED this _____ day of June, 2021.

McGill Associates, P.A.

By: _____

Douglas Chapman, PE
Hickory Office Manager

Rowan County

By: _____

Aaron Church
County Manager

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

By: _____

Jim Howden
Finance Director

PLAN

ACCESS ROAD						
Number	Δ	Radius	T	Length	Chord Length	Line/Chord Direction
C4	22°09'15"	310.00	60.69	119.87	119.12	N32°57'49.14"E

ROWAN COUNTY
PARCEL 402C 003
DB 231 / PG 7
MAP BOOK 9995 / PG 7671

FLOW ARROW (TYP.)

PROP. STORM DRAINAGE (SEE SHEETS C-101, C-102, AND C-103 FOR INFORMATION) (TYPICAL)

PROP. SANITARY SEWER (SEE SHEET C-103 FOR INFORMATION)

APPROX. LIMITS OF EARTH BORROW AREA

CORPORATE CENTER DRIVE (60 FT. ROW) (SR 2679)

PROP. 70' x 10' SIGHT LINE TRIANGLE

30 FOOT SANITARY SEWER EASEMENT

ROWAN COUNTY
PARCEL 402 090
DB 231 / PG 7
MAP BOOK 9995 / PG 7829

8" Sewer Extension

6" Water Extension

N44°02'26.86"E
1088.08

BID ITEM 1

BID ITEM 2

N21°53'11.42"E
1088.08

PROP. DRIVEWAY TURNOUT (SEE DETAIL ON SHEET C-506) (TYPICAL)

PROP. 70' x 10' SIGHT LINE TRIANGLE

EXIST. R.O.W. LINE

JULIAN ROAD (SR 2528)
(FUTURE 110 FT. ROW)

ROWAN COUNTY
PARCEL 402 048
DB 1291/PG 842

PROP. 50' RIGHT OF WAY BOUNDARY (COLLINEAR WITH EXISTING PROPERTY BOUNDARY)

PROP. 70' x 10' SIGHT LINE TRIANGLE

PROP. 30" CONC. CURB AND GUTTER (SEE DETAILS ON SHEET C-505) (TYPICAL)

PROP. 70' x 10' SIGHT LINE TRIANGLE

EXIST. R.O.W. LINE

40 FOOT DRAINAGE EASEMENT MB 9995/PG 1220

30 FOOT SANITARY SEWER EASEMENT MB 9995/PG 1221

30 FOOT SANITARY SEWER EASEMENT MB 9995/PG 829

JRE SALISBURY
PARCEL 402 091
DB 1250 / PG 222
MAP BOOK 9995 / PG 7829

NOTE :

EXISTING WETLAND TO BE FLAGGED. ONLY APPROX. 272 SQ.FT. (.006 AC.) OF WETLAND SHALL BE DISTURBED AS SHOWN FOR THE INSTALLATION OF THE PIPE CROSSING.

ROWAN COUNTY
PARCEL 402C 003
DB 231 / PG 7
MAP BOOK 9995 / PG 7671

GRAPHIC SCALE 40 0 20 40 80 120 — 1 INCH = 40 FEET

DEVELOPMENT DATA BLOCK

NAME AND LOCATION OF PROJECT:
ROWAN COUNTY ROADWAY PROJECT
1455 JULIAN ROAD – CORPORATE CENTER DR.
SALISBURY, NORTH CAROLINA 28144

PROPERTY OWNER(S):
ROWAN COUNTY
130 W. VINE ST.
SALISBURY, NORTH CAROLINA 28144-4375

ENGINEER:
BRIAN R. NEWMAN, P.E.
McGILL ASSOCIATES
1240 19th STREET LANE NW
HICKORY, NORTH CAROLINA 28601
(828) 328-2024

SURVEYOR:
McGILL ASSOCIATES
55 BROAD STREET
ASHEVILLE, NORTH CAROLINA 28801
(828) 252-0575

PIN NUMBER:
402 C 003 DB. 231 PG. 7
402 090 DB. 231 PG. 7

ZONED:
CBI

PROPERTY SIZE:
±37.30 ACRES
± 5.67 ACRES

LIMIT OF DISTURBANCE:
±2.56 ACRES

PROPOSED USE:
ROADWAY

GENERAL:
- THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD PLAIN.
- SITE IS LOCATED WITHIN YADKIN PEE DEE RIVER BASIN.
- RECEIVING SURFACE WATER: TOWN CREEK
- DIMENSIONS ARE FROM FACE OF CURB, WALL, BUILDING OR AS NOTED.
- LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE ONLY. EXACT LOCATIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

NO.	DATE	BY	REVISION DESCRIPTION

McGill ASSOCIATES
ENGINEERING · PLANNING · FINANCE
1240 19th STREET, LANE NW HICKORY, NC 28601 PH. (828) 328-3024 FIRM LICENSE # C-0459

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 041596 MATTHEW D. BRIGHT 4-30-2019

ROWAN COUNTY ROADWAY PROJECT

ROWAN COUNTY, NORTH CAROLINA

JOB NO.: 18.01404
DATE: APRIL 2019
DESIGNED BY: MDB
CADD BY: RLC
DESIGN REVIEW: ____
CONST. REVIEW: ____
1801404_PLAN.dwg

OVERALL SITE PLAN

SHEET
C-100

L:\Hickory\Projects\2018 PROJECTS\18.01404 - Rowan Co - Access Road from Julian Rd\02_Design Phase\Drawings_Data\Drawing\Plansets\1801404_PLAN.dwg 4/30/2019 9:59 AM RUSSELL COX

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 1, 2021
SUBJECT:	Discussion Regarding July Meeting Schedule

The Board has 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 will be closed on Monday, July 5th in observance of Independence Day.

The Board is currently scheduled to meet on Tuesday, July 5, 2021 at 3:00 pm and Monday, July 19, 2021 at 6:00 pm.

The Board is asked to discuss whether it wishes to make any changes to the July meeting schedule.

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, Director, Environmental Management
DATE: Mat 17, 2021
SUBJECT: Litter Report

ATTACHMENTS:

Description	Upload Date	Type
Litter Report	5/17/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Department of Environmental Management
1102 N. Long St. Extension, East Spencer NC 28039
[p] 704-216-8589 | **[f]** 704-216-8969
www.rowancountync.gov

To: Aaron Church

From: **Rowan County Department of Environmental Management**
P.O. Box 430
East Spencer, NC 28039

Office: 704-216-8589

Re: **Litter Mitigation Report-Period May 3rd through May 14, 2021**

The Rowan County Department of Environmental Management works diligently to promote clean and green roadsides throughout our county.
We work closely with Rowan County Law Enforcement to help alleviate the growing problem of roadside litter and illegal dumping within our borders.

Through our roadside litter removal, educational programs, and by working closely with our partners, we have achieved some success in mitigating roadside litter. Rowan County staff monitors 2,498.58 shoulder miles of roadway.

During the two-week period beginning Monday, May 3rd, 2021 through Friday, May 14th the Department of Environmental Management removed 8,440 lbs. of litter and debris from along Rowan County roadsides.

We would like to thank all who have volunteered for the 2021 NCDOT *Litter Sweep* campaign. Your efforts have made a difference in Rowan!

Respectfully submitted,

Caleb Sinclair, Director
Department of Environmental Management
Rowan County Government

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: May 25, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	5/28/2021	Budget Amendment
Budget Amendment	5/28/2021	Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE EXCESS REVENUE AND PROJECTED EXCESS FOR REMAINDER OF FY 20-21 IN ACCOUNT, AND BUDGET TO EXPENSE ACCOUNTS THAT ARE CURRENTLY UNDERFUNDED.

Prepared by: Major J C Sifford

Date: 5/6/2021

Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FINGERPRINTING	R	11444105-453085	8,000	
PHYSICIAN FEES	E	1154410-532040	1,500	
TRAINING	E	1154410-559000	5,000	
TRAVEL	E	1154410-558000	1,500	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-140
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date:		Date:	Posted by:
Signature: Kevin P. Shell Jmlf		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE EXCESS STATE ASSET FORFEITURE FUNDS AND BUDGET TO EXPENSE ACCOUNT THAT HAS INSUFFICENT FUNDS.

Prepared by: Major J C Sifford

Date: 5/6/2021

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ST. ASSET FORFEITURE	R	11444165-435033	22,400	
TECHNOLOGY-SERVICE & MAINT.	E	1154416-534030	22,400	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 11-141
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: _____		Date: _____	Posted by: _____
Signature: Kevin L. Auten		Signature:	Approved by: _____

Draft

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE $50 CASH DONATION FROM CITIZEN AND BUDGET TO SHERIFF'S CHRISTMAS CARING.

Prepared by: Major J C Sifford

Date: 5/7/2021

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
PUBLIC SAFETY DONATIONS	R	1144410-464002	50	
-SHOP WITH A COP-				
SHERIFF;S CHRISTMAS CARING	E	1154410-583089	50	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓	Approved: _____	Budget Revision # 11-160
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: _____	Date: _____	Posted by: _____
Signature: Kevin L Auten AMH	Signature: _____	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE CURRENT & PROJECTED EXCESS REVENUE, AND BUDGET TO CONCEALED WEAPON FEES ACCOUNT TO COVER OBVIOUS ACCOUNT SHORTFALL.

Prepared by: Major J C Sifford

Date: 5/18/2021

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
CONCEALED WEAPON PERMIT	R	1144410-420003	55,000	
STATE FEES-CONCEALED WEAPONS	E	1154410-590053	55,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 11-418
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: _____		Date: _____	Posted by: _____
Signature: Jason L. Hurley JLH		Signature:	Approved by: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To acknowledge revenue not budgeted.

Prepared by: Lisa Bevis
Date: 05/20/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Agriculture Livestock Revenue	R	1144955-449006	5,774	
Livestock Expense	E	1154955-583082	5,774	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-448
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/28/21		Date:	Posted by:
Signature: J. Howder		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:
This amendment is to budget monies received in order to provide goods and services to our clients.

Prepared by: Kelly Johnson
Date: 5/21/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Donations-One Church One Child	E	33018-000-583002-000	$2,258	
Donations-One Church One Child	R	33018-5312-464012-000	$2,258	
Foster Child Reinvestment Fund	E	33018-000-583000-000	$81,600	
Foster Child Reinvestment Fund	R	33018-5312-431200-000	$81,600	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 11-471
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/21/2021		Date:	Posted by:
Signature:		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget the NRA Foundation grant awarded to Cooperative Extension.

Prepared by: Lisa Bevis
Date: 05/26/21
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Grants Private Revenue	R	1144955-433101-30004	144	
Grants Private Expenditures	E	1154955-585000-30004	144	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/28/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

THE NRA FOUNDATION
TEACH FREEDOM

May 20, 2021

Rowan County 4-H Shooting Sports
2727-A Old Concord Road
Salisbury, NC 28146

Project: Rowan County 4-H Shooting Sports Program
Grant Number: 21NCW025

Dear Rowan County 4-H Shooting Sports,

Congratulations! The NRA Foundation Board of Trustees has approved the State Fund Committee's recommendations for support of your program. Enclosed is a check in the amount of **$144.00.**

Please note that grant awards by the Foundation shall be used **ONLY** for the purposes set forth in the application and according to the Recommendations of the State Fund Committee. No funds shall be used for fundraising raffles.

You may use this check to purchase only the approved items based on the request for funding submitted with your application. Approved items may be found through the Foundation claim site.

Login to view approved items at: http://claims.nrafoundation.org/#/login
Grant Number: 21NCW025
Claim Code: 23388697

Unused funds must be returned to The NRA Foundation, Attn: Grant Dept., 11250 Waples Mill Rd., Fairfax, VA 22030. Please note your grant reference number on the check.

Please note that the check is **void 90 days** from the date of issue. Be sure to deposit it as soon as possible.

If you have any questions, please contact us at grantprogram@nrahq.org.

Sincerely,

The NRA Foundation Grant Program

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget an additional amount awarded by DPS for Discretionary funds to the Juvenile Restitution Program

Prepared by: Christina Smith
Date: 5/26/2021
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
DJJDP PROGRAM REVENUE	R	1144402-434018	6,300	
DJJDP GRANT PROGRAM EXP	E	1154402-532023	6,300	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 11-661
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/27/21		Date:	Posted by:
Signature: J. Howde		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

After the 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.

Prepared by: Kelly Johnson
Date: 5/25/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
LIEAP	E	33018-352-593011-100		$46,718
LIEAP	R	33018-5317-431070-000		$46,718

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 11-682
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/27/2021		Date:	Posted by:
Signature: Digitally signed by Micah Ennis Date: 2021.05.27 10:28:30 -04'00'		Signature:	Approved by:

MHH

DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds
EFFECTIVE DATE: 12/01/2020
AUTHORIZATION NUMBER: 8

ALLOCATION PERIOD
FROM DECEMBER 2020 THRU MAY 2021 SERVICE MONTHS
FROM JANUARY 2021 THRU JUNE 2021 PAYMENT MONTHS

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	640,979.00	640,979.00	23,620.67	23,620.67	664,599.67	664,599.67
02	ALEXANDER	123,944.54	123,944.54	22,255.28	22,255.28	146,199.82	146,199.82
03	ALLEGHANY	56,776.00	56,776.00	12,683.18	12,683.18	69,459.18	69,459.18
04	ANSON	260,581.00	260,581.00	55,359.10	55,359.10	315,940.10	315,940.10
05	ASHE	156,815.00	156,815.00	34,607.60	34,607.60	191,422.60	191,422.60
06	AVERY	64,871.00	64,871.00	17,529.73	17,529.73	82,400.73	82,400.73
07	BEAUFORT	269,801.00	269,801.00	64,854.97	64,854.97	334,655.97	334,655.97
08	BERTIE	164,292.00	164,292.00	42,619.02	42,619.02	206,911.02	206,911.02
09	BLADEN	247,662.00	247,662.00	10,259.13	10,259.13	257,921.13	257,921.13
10	BRUNSWICK	449,450.00	449,450.00	91,629.31	91,629.31	541,079.31	541,079.31
11	BUNCOMBE	861,528.00	861,528.00	78,326.33	78,326.33	939,854.33	939,854.33
12	BURKE	349,377.16	349,377.16	71,532.31	71,532.31	420,909.47	420,909.47
13	CABARRUS	482,053.00	482,053.00	(80,740.10)	-80,740.10	401,312.90	401,312.90
14	CALDWELL	389,956.00	389,956.00	72,982.10	72,982.10	462,938.10	462,938.10
15	CAMDEN	24,153.00	24,153.00	(4,334.68)	-4,334.68	19,818.32	19,818.32
16	CARTERET	203,817.00	203,817.00	8,100.88	8,100.88	211,917.88	211,917.88
17	CASWELL	121,954.00	121,954.00	29,944.84	29,944.84	151,898.84	151,898.84
18	CATAWBA	493,653.00	493,653.00	(154,668.98)	-154,668.98	338,984.02	338,984.02
19	CHATHAM	172,019.00	172,019.00	37,622.95	37,622.95	209,641.95	209,641.95
20	CHEROKEE	112,122.00	112,122.00	16,684.36	16,684.36	128,806.36	128,806.36
21	CHOWAN	76,677.00	76,677.00	20,579.60	20,579.60	97,256.60	97,256.60
22	CLAY	46,666.00	46,666.00	12,663.80	12,663.80	59,329.80	59,329.80
23	CLEVELAND	525,129.00	525,129.00	90,157.64	90,157.64	615,286.64	615,286.64
24	COLUMBUS	354,776.82	354,776.82	59,308.51	59,308.51	414,085.33	414,085.33
25	CRAVEN	403,814.00	403,814.00	(96,411.35)	-96,411.35	307,402.65	307,402.65
26	CUMBERLAND	1,744,849.07	1,744,849.07	(230,002.21)	-230,002.21	1,514,846.86	1,514,846.86
27	CURRITUCK	60,123.36	60,123.36	1,799.35	1,799.35	61,922.71	61,922.71
28	DARE	79,988.00	79,988.00	6,212.54	6,212.54	86,200.54	86,200.54
29	DAVIDSON	669,053.00	669,053.00	(198,052.83)	-198,052.83	471,000.17	471,000.17
30	DAVIE	126,730.00	126,730.00	(8,337.30)	-8,337.30	118,392.70	118,392.70
31	DUPLIN	290,841.00	290,841.00	8,812.76	8,812.76	299,653.76	299,653.76
32	DURHAM	1,116,990.51	1,116,990.51	(266,706.16)	-266,706.16	850,284.35	850,284.35
33	EDGECOMBE	411,301.20	411,301.20	90,560.71	90,560.71	501,861.91	501,861.91
34	FORSYTH	1,601,308.00	1,601,308.00	229,929.51	229,929.51	1,831,237.51	1,831,237.51
35	FRANKLIN	245,764.00	245,764.00	36,415.77	36,415.77	282,179.77	282,179.77
36	GASTON	912,035.00	912,035.00	(112,449.04)	-112,449.04	799,585.96	799,585.96
37	GATES	49,177.40	49,177.40	11,682.52	11,682.52	60,859.92	60,859.92
38	GRAHAM	41,352.00	41,352.00	9,931.61	9,931.61	51,283.61	51,283.61
39	GRANVILLE	207,572.29	207,572.29	(8,883.67)	-8,883.67	198,688.62	198,688.62
40	GREENE	119,662.00	119,662.00	23,439.24	23,439.24	143,101.24	143,101.24
41	GUILFORD	2,376,185.00	2,376,185.00	(351,871.63)	-351,871.63	2,024,313.37	2,024,313.37
42	HALIFAX	483,613.00	483,613.00	122,243.99	122,243.99	605,856.99	605,856.99
43	HARNETT	505,949.00	505,949.00	(24,602.74)	-24,602.74	481,346.26	481,346.26
44	HAYWOOD	238,010.00	238,010.00	7,325.49	7,325.49	245,335.49	245,335.49
45	HENDERSON	303,467.00	303,467.00	(22,616.73)	-22,616.73	280,850.27	280,850.27
46	HERTFORD	222,326.00	222,326.00	41,749.52	41,749.52	264,075.52	264,075.52
47	HOKE	272,095.00	272,095.00	(48,713.35)	-48,713.35	223,381.65	223,381.65

Low-Income Home Energy Assistance (LIEAP) **AUTHORIZATION NUMBER: 8**

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	**Total**
48	HYDE	42,415.00	42,415.00	9,962.39	9,962.39	52,377.39	52,377.39
49	IREDELL	409,155.00	409,155.00	(16,289.46)	-16,289.46	392,865.54	392,865.54
50	JACKSON	156,359.00	156,359.00	(55,541.26)	-55,541.26	100,817.74	100,817.74
51	JOHNSTON	686,453.00	686,453.00	(40,794.39)	-40,794.39	645,658.61	645,658.61
52	JONES	56,402.00	56,402.00	16,189.01	16,189.01	72,591.01	72,591.01
53	LEE	206,655.00	206,655.00	(33,177.85)	-33,177.85	173,477.15	173,477.15
54	LENOIR	378,958.00	378,958.00	15,808.46	15,808.46	394,766.46	394,766.46
55	LINCOLN	257,634.00	257,634.00	25,524.93	25,524.93	283,158.93	283,158.93
56	MACON	145,356.00	145,356.00	20,050.62	20,050.62	165,406.62	165,406.62
57	MADISON	92,874.00	92,874.00	11,134.45	11,134.45	104,008.45	104,008.45
58	MARTIN	140,946.00	140,946.00	28,371.71	28,371.71	169,317.71	169,317.71
59	MCDOWELL	219,415.00	219,415.00	47,983.36	47,983.36	267,398.36	267,398.36
60	MECKLENBURG	3,480,270.93	3,480,270.93	(473,548.68)	-473,548.68	3,006,722.25	3,006,722.25
61	MITCHELL	66,207.00	66,207.00	15,915.28	15,915.28	82,122.28	82,122.28
62	MONTGOMERY	120,203.00	120,203.00	24,977.72	24,977.72	145,180.72	145,180.72
63	MOORE	289,235.00	289,235.00	34,930.55	34,930.55	324,165.55	324,165.55
64	NASH	413,882.00	413,882.00	91,585.94	91,585.94	505,467.94	505,467.94
65	NEW HANOVER	794,811.00	794,811.00	151,771.19	151,771.19	946,582.19	946,582.19
66	NORTHAMPTON	213,101.00	213,101.00	(36,328.16)	-36,328.16	176,772.84	176,772.84
67	ONSLOW	668,981.00	668,981.00	(15,030.60)	-15,030.60	653,950.40	653,950.40
68	ORANGE	399,046.00	399,046.00	(30,003.02)	-30,003.02	369,042.98	369,042.98
69	PAMLICO	54,497.00	54,497.00	6,012.58	6,012.58	60,509.58	60,509.58
70	PASQUOTANK	207,957.00	207,957.00	42,320.83	42,320.83	250,277.83	250,277.83
71	PENDER	249,830.00	249,830.00	50,535.69	50,535.69	300,365.69	300,365.69
72	PERQUIMANS	62,579.00	62,579.00	16,372.66	16,372.66	78,951.66	78,951.66
73	PERSON	182,794.00	182,794.00	39,060.38	39,060.38	221,854.38	221,854.38
74	PITT	1,015,678.00	1,015,678.00	111,011.28	111,011.28	1,126,689.28	1,126,689.28
75	POLK	62,944.00	62,944.00	13,736.40	13,736.40	76,680.40	76,680.40
76	RANDOLPH	569,083.00	569,083.00	2,279.75	2,279.75	571,362.75	571,362.75
77	RICHMOND	321,891.00	321,891.00	72,648.71	72,648.71	394,539.71	394,539.71
78	ROBESON	1,000,594.00	1,000,594.00	(204,587.53)	-204,587.53	796,006.47	796,006.47
79	ROCKINGHAM	453,424.00	453,424.00	94,652.16	94,652.16	548,076.16	548,076.16
80	ROWAN	613,769.00	613,769.00	(46,717.91)	-46,717.91	567,051.09	567,051.09
81	RUTHERFORD	343,891.00	343,891.00	68,748.96	68,748.96	412,639.96	412,639.96
82	SAMPSON	552,449.72	552,449.72	(58,988.35)	-58,988.35	493,461.37	493,461.37
83	SCOTLAND	270,038.00	270,038.00	52,709.94	52,709.94	322,747.94	322,747.94
84	STANLY	245,832.00	245,832.00	34,781.73	34,781.73	280,613.73	280,613.73
85	STOKES	158,059.00	158,059.00	34,732.99	34,732.99	192,791.99	192,791.99
86	SURRY	335,893.00	335,893.00	69,976.88	69,976.88	405,869.88	405,869.88
87	SWAIN	58,381.00	58,381.00	(3,485.68)	-3,485.68	54,895.32	54,895.32
88	TRANSYLVANIA	118,166.00	118,166.00	17,661.98	17,661.98	135,827.98	135,827.98
89	TYRRELL	24,326.00	24,326.00	6,543.63	6,543.63	30,869.63	30,869.63
90	UNION	415,231.42	415,231.42	(68,717.69)	-68,717.69	346,513.73	346,513.73
91	VANCE	348,266.00	348,266.00	79,445.79	79,445.79	427,711.79	427,711.79
92	WAKE	2,063,589.14	2,063,589.14	(219,986.13)	-219,986.13	1,843,603.01	1,843,603.01
93	WARREN	134,868.20	134,868.20	33,760.72	33,760.72	168,628.92	168,628.92
94	WASHINGTON	151,581.00	151,581.00	(15,871.85)	-15,871.85	135,709.15	135,709.15
95	WATAUGA	142,422.00	142,422.00	(8,530.31)	-8,530.31	133,891.69	133,891.69
96	WAYNE	688,121.08	688,121.08	(21,077.44)	-21,077.44	667,043.64	667,043.64
97	WILKES	349,151.00	349,151.00	69,373.02	69,373.02	418,524.02	418,524.02
98	WILSON	423,542.00	423,542.00	99,526.56	99,526.56	523,068.56	523,068.56
99	YADKIN	131,684.00	131,684.00	(41,397.35)	-41,397.35	90,286.65	90,286.65
100	YANCEY	97,249.00	97,249.00	24,941.86	24,941.86	122,190.86	122,190.86
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	$ 40,217,397.84	$ 40,217,397.84	$ 0.00	$ 0.00	$ 40,217,397.84	$ 40,217,397.84

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 8

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: G20B1NCLIEA & G21B1NCLIEA
Award Date: FFY 2020 & 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2020.

XS411 Heading: LIHEAP
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:

May 11, 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:	Carolyn Barger, Clerk to the Board
DATE:	May 28, 2021
SUBJECT:	Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
June Board Appointments	6/4/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
June 7, 2021
COMMISSION MEETING

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.

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.

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.

HISTORIC LANDMARKS COMMISSION

Karen Lilly-Bowyer applied for a vacant seat. If approved the term would expire July 31, 2023.

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.

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.

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

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.

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.

The term for seat one expires June 30, 2022

The term for seats two and three expires June 30, 2023.

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.

Home / Manage Applications / Kenneth R Cole

View Application

Application

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Status

Name
Kenneth R Cole

Application Date
4/15/2021

Expiration Date
4/15/2023

Board Member
Kenneth R Cole

Status
Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Kenneth R Cole

Business/Civic Experience and why you feel you are qualified for this appointment:
CPA with 25 years business operations and finance experience. Lived in the community for 35 years. No experience with the Fire Department but willing to learn and contribute if needed.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
108 Chippewa Trl
China Grove, NC 28023

Resident
Yes

Phone
704-996-4421

Cell Phone
704-996-4421

Email
krcole@gmail.com

Occupation

Employer
Bestco

Occupation
Finance

Gender

What is your gender?

- Male

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Jeffrey Moore

Rowan County | Generated 5/26/2021 @ 8:33 am by OnBoard2 - Powered by ClerkBase

Status

Name	Jeffrey Moore
Application Date	5/25/2021
Expiration Date	5/25/2023
Board Member	**Jeff Moore**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Jeffrey Moore

Business/Civic Experience and why you feel you are qualified for this appointment:
I was a firefighter for 12 years at Atwell Vol. Fire Department, have served on the Atwell Fire Dept Board for several terms in which I helped with setting the fire tax increase and budget, helped Atwell Station 50 get off the ground. Have been a Fire Commissioner for Atwell Fire Dept for the past term. Willing to do anything that helps Atwell Fire Dept and the surrounding community.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
3025 LIPE RD
CHINA GROVE, NC 28023-9310

Resident
Yes

Phone
7048573970

Cell Phone
704-640-8875

Email
smoore138@carolina.rr.com

Occupation

Employer
Retired

Gender

What is your gender?

- Male

Home / Manage Applications / Kathy A Blalock

View Application

Application

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Status

Name
Kathy A Blalock

Application Date
6/2/2021

Expiration Date
6/2/2023

Board Member
Kathy Anne Blalock

Status
Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Kathy A Blalock

Business/Civic Experience and why you feel you are qualified for this appointment:
I am active in my Church and Community. I have previously served on the Atwell Fire Department Board.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1540 Millbridge Road
China Grove, NC 28023

Resident
Yes

Ward/District
Atwell

Phone
704-857-0339

Cell Phone
704-706-7882

Email
kablalock@live.com

Occupation

Employer
Retired

Occupation
Former Teacher

Gender

What is your gender?

- Female

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Barger, Carolyn M

From: David Hollars <DHollars@centralina.org>
Sent: Wednesday, May 5, 2021 2:15 PM
To: Barger, Carolyn M
Cc: Church, Aaron
Subject: Reappointments to the Centralina Workforce Development Board
Attachments: WDB Appointment Request Letter to Rowan County - 05-05-2021.doc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Dear Carolyn,

Good afternoon.

Please find attached a request for the reappointment of 1 member representing Rowan County on the Centralina Workforce Development Board.

Let me know when this reappointment is confirmed.

Contact me if you have any questions.

Thank you in advance for your assistance.

David

David L. Hollars
Executive Director – Centralina Workforce Development Board

704-348-2717 / 704-877-1321 (Cell) | dhollars@centralina.org
9815 David Taylor Drive, Suite 100 | Charlotte, NC 28262

www.centralinaworks.com | **www.centralina.org**

CENTRALINA
Workforce Development
Board

CONNECT WITH US:

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

ROWAN COUNTY – BOARD MEMBERSHIP

Rowan County has three (3) members on the twenty-four (24) member Centralina Workforce Development Board. The Rowan County Commissioners will select and approve nominations for WDB members based on the slate of nominations presented by the appropriate agencies and organizations listed under "General Information". Each WDB member is appointed to serve a two-year term. Upon approval by the county commissioners, individuals may be reappointed.

NAME	REPRESENTING	TERM EXPIRES	ATTENDANCE (Last 10 meetings)	
Corey Hill	**Organized Labor**	**06/30/2021**	**Present – 6**	**Proxies - 4**
Mike Beaver	Private Sector	06/30/2022	Present - 7	Proxies - 3
Milford Lewis Goldsmith	Private Sector	06/30/2022	Present – 6	Proxies – 4

SPECIFIC REQUESTS

Please obtain nominations **(unless a reappointment is requested)** and appoint one (1) individual to fill the term of July 1, 2021 - June 30, 2023. Nominations and appointments to fill the category of ***Organized Labor*** are requested.

Corey Hill (UAW Local 3520- Daimler) is eligible for reappointment as an Organized Labor representative. Corey is an excellent Board member representing Rowan County. He serves on the Board's Skills Gap Focus Team. Corey Hill has been contacted and has agreed to be reappointed for another 2-year term.

The Centralina WDB requests that Mr. Corey Hill be reappointed as an ORGANIZED LABOR representative for Rowan County.

If an individual does not wish to be reappointed to the WDB or the County chooses not to reappoint, please obtain necessary nominations for appointments. Please supply David Hollars at Centralina WDB a list of nominations and appointees (including name, title, company/agency, address, and phone numbers) as soon as possible but no later than **July 1, 2021**.

Home / Manage Applications / COREY J HILL

View Application

Application

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Status

Name
COREY J HILL

Application Date
6/1/2021

Expiration Date
6/1/2023

Board Member
Corey Jo Hill

Status
Validated

Board	Vacancies	Status
Centralina Workforce Development Board	0	Pending

Basic Information

Name
COREY J HILL

Resume File
View / Download

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Paper Application
View / Download

Contact Information

Address
420 CAMELOT DR
SALISBURY, NC 28144

Resident
Yes

Phone
7043408032

Cell Phone
7043408032

Email
coreyjh326@gmail.com

Occupation

Employer
DTNA Cleveland

Occupation
Human Relations

Gender

What is your gender?

- Male

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Home / Manage Applications / Ms Karen cole Lilly-Bowyer

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Application

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Status

Name
Ms Karen cole Lilly-Bowyer

Application Date
5/12/2021

Expiration Date
5/12/2023

Board Member
Karen C. Lilly-Bowyer

Status
Validated

Board	Vacancies	Status
Historic Landmarks Commission	2	BoC Meeting

Basic Information

Name
Ms Karen cole Lilly-Bowyer

Business/Civic Experience and why you feel you are qualified for this appointment:
I would like to rejoin this board. I served on the board for several years and was the chairman of the board at one time. I also serve on the board of the Historic Salisbury Foundation. Historic preservation in Rowan County is very important to me. I have successfully written the NC office of Historic Preservation landmark reports for the RCHLC properties and for HSF. I believe that I can be an asset to the commission.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
1604 Statesville Blvd
Salisbury, NC 28144

Resident
Yes

Phone
7042134232

Email
krnbowyer@yahoo.com

Occupation

Employer
retired educator

Gender

What is your gender?
- Female

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KANNAPOLIS
Administration

April 29, 2021

Chairman Greg Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, North Carolina 28144

Re: Extraterritorial Jurisdiction (ETJ) Appointment for the Kannapolis Planning and Zoning Commission

Dear Chairman Edds:

The purpose of this letter is to discuss the appointment of Mr. Robert Severt to represent Rowan County's Extraterritorial Jurisdiction (ETJ) on the City of Kannapolis' Planning and Zoning Commission. Mrs. Paula Severt served previously and made the decision to not serve another term.

In accordance with G.S. 160A-362, ETJ representatives serving on the Planning and Zoning Commission are to be appointed by the Board of County Commissioners with jurisdiction over the area.

The Kannapolis City Council unanimously recommends and respectfully requests that the Rowan County Board of Commissioners appoint Mr. Robert Severt to serve as the Rowan County ETJ representative for a three (3) year term beginning immediately.

Sincerely,

Bridgette Bell

Bridgette Bell, MMC, NCCMC
City Clerk

Home / Manage Applications / Robert Alex Severt, Jr

View Application

Application

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Status

Name
Robert Alex Severt, Jr

Application Date
5/17/2021

Expiration Date
5/17/2023

Board Member
Robert Alex Severt, Jr

Status
Validated

Board	Vacancies	Status
City of Kannapolis - Planning	1	Pending

Basic Information

Name
Robert Alex Severt, Jr

Business/Civic Experience and why you feel you are qualified for this appointment:
I'm a plant manager for Martin Marietta and have 27 years of experience in mining and customer relations. I'm also a licensed general contractor and have helped worked with groups like Habitat for Humanity, Make a Wish and Rowan Foster Parent for 3 years.
I have lived in Kannapolis ETJ since its establishment more than 30 years ago and fill i would represent the people of Rowan County will.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1310 Cannon Farm Rd
China Grove, NC 28023

Resident
Yes

Phone
70424340

Email
severts139@aol.com

Occupation

Employer
Martin Marietta

Occupation
Mining

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Home / Manage Applications / Sylvia D Fosha

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Application

Renew | Edit | Delete | Mark for Purge

Status

Name
Sylvia D Fosha

Application Date
4/21/2021

Expiration Date
4/21/2023

Board Member
Sylvia Darlean Fosha

Status
Validated

Board	Vacancies	Status
Nursing Home Advisory Committee	6	Pending

Basic Information

Name
Sylvia D Fosha

Gender
Female

Business/Civic Experience and why you feel you are qualified for this appointment:
I have participated on this committee for the past three if not more years. I know the value it holds in representing residents that are living in nursing homes. I want to be part of making the system better for all involve and that residents have a high quality of care while living in nursing homes.

Have you ever been convicted of a felony?
No

County of Residence
NC

Request for Waiver of Term Limits
Sylvia Fosha

Contact Information

Address
107 Spruce Drive
Salisbury, NC 28147

Resident
Yes

Phone
7046803268

Email
sfosha@carolina.rr.com

Occupation

Employer
Retired

Occupation
Retired

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Home / Manage Applications / David Adam Dunn

View Application

Application

Renew | Edit | Delete | Mark for Purge

Status

Name
David Adam Dunn

Application Date
5/3/2021

Expiration Date
5/3/2023

Board Member
David Adam Dunn

Status
Validated

Board	Vacancies	Status
Rockwell Rural Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
David Adam Dunn

Business/Civic Experience and why you feel you are qualified for this appointment:
I served 7 years in the Fire Service, 5 of which I was an officer. 12+ years of leadership and management roles at places of occupation. I directly monitor budgets on 33 active projects and manage 30+ employees on a daily basis at my current place of employment. I look forward to serving my community in a positive way that can directly impact my family, friends and neighbors.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
2080 Crescent Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Rockwell Rural

Phone
9842437507

Cell Phone
9842437507

Email
ddunn1118@icloud.com

Occupation

Employer
Airo Mechanical

Occupation
Assistant Director of Field Operations

Gender

What is your gender?

- Male

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Mr. Jonathan Stuart Barbee

Rowan County | Generated 5/28/2021 @ 9:55 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr. Jonathan Stuart Barbee
Application Date	5/10/2020
Expiration Date	5/10/2022
Board Member	Jonathan Barbee
Status	Validated

Board	Vacancies	Status
Historic Landmarks Commission	2	Rejected
Rowan Transit System Advisory Committee	4	BoC Meeting

Basic Information

Name
Mr. Jonathan Stuart Barbee

Business/Civic Experience and why you feel you are qualified for this appointment:
After graduating from Catawba College I have more time that I can dedicate for forging civic experience and learning the role of these committees.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
101 Polo Drive
Salisbury, NC 28144

Resident
Yes

Phone
9802343088

Email
jonathanbarbeehome@gmail.com

Occupation

Occupation
Student

Caroline Johnsen

Rowan County | Generated 5/28/2021 @ 9:56 am by OnBoard2 - Powered by ClerkBase

Status

Name	Caroline Johnsen
Application Date	3/9/2020
Expiration Date	3/9/2022
Board Member	Caroline Johnsen
Status	Validated

Board	Vacancies	Status
Rowan Transit System Advisory Committee	4	BoC Meeting

Basic Information

Name
Caroline Johnsen

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I am a professional social worker with over ten years' experience, including the past six years based in Rowan County. I have experience in various medical settings that serve older adults and persons with debilitating illnesses. As a social worker I have insight into the benefits of reliable transportation, as well as obstacles that arise when transportation is unavailable.
Locally, I've volunteered with community activities including Rowan Helping Ministries, voter registration drives, and with First UMC Salisbury. As a member of this board, I hope to be an advocate for Rowan County residents.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
528 W Peeler St
Salisbury, NC 28146

Resident
Yes

Ward/District
Granite Quarry

Phone
7048771096

Email
caroline.johnsen@davita.com

Occupation

Employer
Davita Dialysis of Rowan

Occupation
LCSW

Annanora Short

Rowan County | Generated 5/28/2021 @ 9:56 am by OnBoard2 - Powered by ClerkBase

Status

Name	Annanora Short
Application Date	2/28/2020
Expiration Date	2/28/2022
Board Member	Annanora Short
Status	Validated

Board	Vacancies	Status
Rowan Transit System Advisory Committee	4	BoC Meeting

Basic Information

Name
Annanora Short

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I am currently the Facility Administrator at Davita Dialysis of Rowan County. Our dialysis patients rely heavily on Rowan Transit for transportation to and from dialysis. I am interesting in serving on the Transit Board to advocate for our patients and to partner with the other members of the healthcare community in Rowan County who are serving.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
111 Spring Drive
Salisbury, NC 28144

Resident
Yes

Phone
7042452640

Email
annanora.short@davita.com

Occupation

Employer
Davita

Occupation
Facility Administrator

Home / Manage Applications / Cecil Linsey Whitley

View Application

Application

Renew | Edit | Delete | Mark for Purge

Status

Name
Cecil Linsey Whitley

Application Date
5/20/2021

Expiration Date
5/20/2023

Board Member
Cecil Linsey Whitley

Status
Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Cecil Linsey Whitley

Business/Civic Experience and why you feel you are qualified for this appointment:
~Prior term as Commissioner
~Rowan County Attorney- 47 years
~Prior Military - Vietnam Veteran
Platoon and Company Commander - 1st Infantry
101st Airbourne Division - US Army
~Numerous Civic Organizations and leadership positions there with
~Leadership positions at my Church - Wittenburg Lutheran Church Granite Quarry, NC
~I house a water point on my property, It's the largest in the Union zone. It has been used for training by Union, Granite Quarry and Rockwell Fire Departments.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
300 Deerfield Drive
305 N. Main St, Salisbury, NC 28144 (Office)
Salisbury, NC 28146

Resident
Yes

Phone
704-637-1111

Cell Phone
704-239-8101

Email
tbarbee@wjilaw.com

Occupation

Employer
Whitley, Jordan & Inge Attorneys at Law

Occupation
Attorney

Gender

What is your gender?

- Male

Home / Manage Applications / Fire Commissioner Douglas Poole

View Application

Application

Renew | Edit | Delete | Mark for Purge

Status

Name
Fire Commissioner Douglas Poole

Application Date
5/5/2021

Expiration Date
5/5/2023

Board Member
Doug Poole

Status
Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Fire Commissioner Douglas Poole

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address

6065 Bringle Ferry Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Union

Phone
704 638 0275

Cell Phone
704 773 5185

Email
douglpoole@icloud.com

Occupation

Gender

What is your gender?

- Male

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Home / Manage Applications / Tony Waller

View Application

Application

Renew | Edit | Delete | Mark for Purge

Status

Name
Tony Waller

Application Date
5/4/2021

Expiration Date
5/4/2023

Board Member
Tony B. Waller

Status
Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Tony Waller

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address

3185 Bringle Ferry Road
Salisbury, NC 28146

Resident
Yes

Phone
7046380462

Cell Phone
7042137479

Email
weldingwaldo@gmail.com

Occupation

Gender

What is your gender?

- Male

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