



ROWAN COUNTY COMMISSION AGENDA

April 17, 2023 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building

130 West Innes Street, Salisbury, NC 28144

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

<https://bit.ly/rowanboc6pm>

Password: 028144

Or join by phone:

Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

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.

1 Consider Approval of Consent Agenda

- A. Proclamation for National Library Week
- B. Airport Houses for Locke Fire Department Training
- C. Mid-Carolina Regional Airport Titan Fuel Truck Lease 1st Amendment
- D. Donation of surplus half partition for vehicle to Town of Cleveland
- E. Rowan County Public Health - 2022 State of the County Health Report

- F. GRANT APPLICATION: Rowan Transit Section 5310 Funding Program Application
 - G. Petition for Road Addition - Adoption Way
 - H. Budget Amendments
 - I. Tax Refunds for Approval
 - J. 2023 Principal Expense Report Form—Zero Expense Report Form
 - K. Revised Wharton Smith Office Lease at West End Plaza
 - L. Schedule Public Hearing for SNIA 01-23: Doug Foley, for May 1, 2023
 - M. Centralina Workforce Development Consortium Articles of Association
 - N. GRANT APPLICATION: DSS request to enter MOA with Cabarrus Health Alliance
 - O. Consider Approval of the Minutes 4/3/23
 - P. School Resource Officer (SRO) at Faith Academy Charter School
 - Q. Chaplin Contract for Sheriff Office
 - R. Schedule Public Hearing for Macy's Incentive Agreement for May 1, 2023
- 2 Public Comment Period
 - 3 Special Recognition
 - A. Governor's Volunteer Awards
 - B. Proclamation Recognizing the Year of the Young Professional
 - C. Salisbury High School Girls Basketball Team
 - 4 ZTA 01-23 UPDATE: Agritourism Text
 - 5 Quasi-judicial hearing for SUP 01-23: Jeremy Burnett / Millbridge Speedway
 - 6 Public Hearing for Z 01-23: Rockwell ETJ Release
 - 7 EDC Presentation & Public Hearing - Proposed Incentive Policy Revision
 - 8 Financial Reports
 - 9 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: Sarah Pack, Clerk to the Board
DATE: 4/17/23
SUBJECT: Proclamation for National Library Week

Please consider recognizing April 23-29 as National Library Week in Rowan County.

ATTACHMENTS:

Description

Proclamation

Upload Date

4/4/2023

Type

Cover Memo

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



Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION RECOGNIZING APRIL 23-29, 2023, AS NATIONAL LIBRARY WEEK

WHEREAS, Rowan Public Library plays a vital role in supporting the quality of life in our community, and our library makes a difference in the lives of thousands of citizens in our community, today more than ever; and

WHEREAS, our professional librarians help people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, Rowan Public Library serves as a crucial technology hub for people in need of free Web access, computer training, and assistance finding job resources; and

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning; and

WHEREAS, library use has increased in Rowan County and nationwide among all types of library users, continuing a decade-long trend; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby recognize the week of April 23-29, 2023, as National Library Week in Rowan County and encourages all residents to visit the library this week to take advantage of the wonderful library resources available.

This the 17th day of April 2023.

Greg Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

Sarah Pack, NCCCC
Clerk to the Board

Equal Opportunity Employer

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: 3/28/2023
SUBJECT: Airport Houses for Locke Fire Department Training

The County owned airport designed/zoned properties include two lots within the runway protection zone that have houses on them. The homes need to be removed as they are deteriorating and will eventually become a safety hazard. Locke Fire Department is interested in using the structures for training purposes.

1100 Rowan Mill- training but do not burn
1205 Rowan Mill- train and then burn down to foundation

After the fire training is completed the remains of the structure will be demolished and properly removed from the property.

Approve Locke Fire Department to use the two homes for training. Forms have been prepared for signature by the County.

ATTACHMENTS:

Description	Upload Date	Type
1100 Rowan Mill - Train No Burn	3/28/2023	Exhibit
1205 Rowan Mill - Train and Burn	3/28/2023	Exhibit
Supplemental Information	3/28/2023	Backup Material

LOCKE Fire Department
Structure Release

ROWAN County, North Carolina

I (We), Mid-Carolina Regional Airport (Rowan County), being the owner of the real property located at 1100 Rowan Mill Rd, Salisbury, NC 28147, do hereby grant permission to the Chief of the LOCKE Fire Department to use for training, the structure(s) located at the address above and described herein for the purposes of fire training. I (We) certify that there is no insurance coverage on the described structure(s) and do hereby release all claims connected with or which may occur out of damage to the structure(s).

The structure will not be burned down. The located property will be released to the above owner(s) at the completion of the fire training when all

LOCKE Fire Department units have been cleared from the scene.

Property Description:

Parcel 460 063

The house is a one story 672 sqft structure. The home was built in 1965.

Rowan County has owned the property for over 10 years.

Owner

Owner

I, _____, Notary Public of said county, do hereby certify that
_____ personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

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

Notary Public

My Commission Expires _____

LOCKE **Fire Department**
Structure Release

ROWAN County, North Carolina

I (We), _____, Mid-Carolina Regional Airport (Rowan County), being the owner of the real property located at _____ 1205 Rowan Mill Rd, Salisbury, NC 28147 _____, do hereby grant permission to the Chief of the _____ LOCKE _____ Fire Department to set fire to and burn the structure(s) located at the address above and described herein for the purposes of live fire training. I (We) certify that there is no insurance coverage on the described structure(s) and do hereby release all claims connected with or which may occur out of the setting fire to and burning the structure(s).

The structure will be burned down to its foundation. Any chimneys that have not come down as a result of the burn will remain as is. The located property will be released to the above owner(s) at the completion of the live fire training when all _____ LOCKE _____ Fire Department units have been cleared from the scene.

Property Description:

Parcel 460 184

The house is a two story 1,886 sqft structure. The home was built in 2002.

Rowan County has owned the property for over 10 years.

Owner

Owner

I, _____, Notary Public of said county, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

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

Notary Public

My Commission Expires _____

462 012

EXISTING RPZ
2,500'X1,000'X1,750'

ULTIMATE RPZ
2,500'X1,000'X1,750'

461 077

460 036

461 077

460 184

461 187

061 224

460 063

460 165

460 195

460 200

460 205

460 210

460 215

460 220

460 225

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460 1590

460 1595

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460 1610

460 1615

Rowan County Property Record Card

460 184

DATE 6/13/14
TIME 14:58:36
USER RECTORG
ROWAN COUNTY

ROWAN COUNTY, NC
PROPERTY CARD
FOR YEAR 2014

PARCEL# 460 184

PAGE 1
PROG# AS2006

130 W INNES ST

SALISBURY

PARCEL ID.. 460 184
LOCATION... 1205 ROWAN MILL RD
DEED YEAR/BOOK/PAGE... 2012 1199
PLAT BOOK/PAGE...
LEGAL DESC: L10-11 1.38AC
TOWNSHIP... 6 LOCKE
NC 28144-4375

PIN... 460 184
OWNER ID.. 476490000
DISTRICT.. 126 LOCKE VFD

NBRHOOD... 51B NBRHOOD 51B
NH CLASS... 006 TWP-LOCKE
EXEMPT... MULTIPLE MAP 450-482
ROUTING#... GOVT (FEDERAL/ST/LOCAL)

DESCRIPTION
MAINTAINED...
VISTED...
PARCEL STATUS... ACTIVE

11/04/2013 BY HOUCKNC VALUED.. 7/05/2013 BY ROBINSLSY
BY PREV PARCEL 460 058

FULLY EXEMPT
EXEMPT...
CATEGORY... REAL-PER PROP - EXC RGVS

DEED BK/PAGE 388
1199 388
944 711
923 542
923 541
917 155

SALE DATE 6/27/2012
SALES INSTRUMENT WARRANTY DEED
QUALIFIED LESS THAN \$6.00
QUIT CLAIM DEED LESS THAN \$6.00
WARRANTY DEED LESS THAN \$6.00
WARRANTY DEED LESS THAN \$6.00

SALE AMOUNT 181,000
STAMP AMOUNT 362.00

DEED NAME
ROWAN COUNTY
SWAIM LORI S & HUSB STEVEN W
SWAIM LORI S
SWAIM LORI S

LAND # 1
ZONE 06
TYPE/CODE FF F
LAND CODE 300
DEPTH..

LAND QTY 200.000
LAND RATE 160.00
DPT% 118.00
SHP% .00
LOC% 100.00
SIZE% 76.00
OTH% .00
TOP% .00
ADJ 89.68
CURRENT FMV 28,697

OTHER ADJ... .00
TOTAL LAND FMV.. 28,697

TOTAL ACRES.. .000

MAIN FIN AREA.. 1,791.00
STRAT... 06
MAIN PERIM... 158.00

COMPONENT TYPE/CODE/DESC PCT

IMPROVEMENT # 1 MAJOR IMPR-M
ACT/EFY YR/AGE.. 2002 2004
DESCRIPT... SINGLE FAMILY DWELLING
MAIN GROUND SF... 1,254.00

VISTED..
MAINTAINED.. 4/29/2013 BY MCGUIRBA
BY

AC	03A	GARAGE	100	550.00	28.00	96.00	14,784	%Cmpl
AC	06	COVERED PORCH	100	48.00	24.00	125.00	1,440	
AC	06	COVERED PORCH	100	32.00	24.00	125.00	1,440	
AC	06	COVERED PORCH	100	303.00	24.00	104.00	7,960	
MA	37W	SINGLE FAMILY DWELLI	100	1254.00	63.00	100.00	7,562	
MA	37W	(UPPER FLOORS)	100	537.00	63.00	100.00	79,002	
EW	08	ALUM/VINYL	100	158.00	.00	1.50	21,990	
-	FD 04	PERIM. FOOTING	0	1254.00	.00		0	
-	FP 03	PREFABRICATED FIREPL	0	1.00	1600.00-		1,600-	
-	HC 07	PACKAGED HEAT/COOL	100	1791.00	.00		0	
-	PL R4	RES-2.5 BATHS (10)	0	1.00	2000.00		2,000	

RCN...

PCT COMPLETE

100 X

126,138



461 077

460 139

100

300
299.97

3

460 184

299.81

1

200.01

460 050

100

Rowan County Property Record Card

460 063

DATE 6/13/14
TIME 14:58:36
USER RECTORGD
ROWAN COUNTY

130 W INNES ST

SALISBURY

NC 28144-4375

ROWAN COUNTY, NC
PROPERTY CARD
FOR YEAR 2014

PARCEL# 460 063

PAGE 1
PROG# AS2006

PARCEL ID... 460 063

PIN... 460 063

LOCATION... 1100 ROMAN MILL RD
DEED YEAR/BOOK/PAGE... 1994 733
PLAT BOOK/PAGE...
LEGAL DESC: L31-32 1.90AC
TOWNSHIP... 6 LOCKE

OWNER ID... 476490000
DISTRICT... 126 LOCKE VFD

DESCRIPTION
MAINTAINED...
VISITED...
PARCEL STATUS... ACTIVE

11/04/2013 BY HOUCKNC
BY PREV PARCEL 0029609

VALUED... 7/05/2013 BY ROBINSKY

FULLY EXEMPT
EXEMPT...
ROUTING#...

NRHOOD... 51B
NH CLASS... 006
GENERAL RESIDENTIAL 6
GOVT (FEDERAL/ST/LOCAL)

REAL-PER PROP - EXC RGVS
CATEGORY...

DEED BK/PAGE 733
013
705 623
662 0720

SALE DATE 5/31/1994
2/10/1993
9/01/1990

SALES INSTRUMENT DISQUALIFIED
WARRANTY DEED
WARRANTY DEED
SALE-CONVERTED

SALE AMOUNT 50,000
35,000
27,500

STAMP AMOUNT 100.00
70.00

DEED NAME
ROWAN COUNTY
BRUMLEY PAUL L

LAND # 1

STRAT CODE 06
TYPE/CODE FF F
DPTH...

LAND QTY 248.000
LAND RATE 160.00

DEPT% 118.00
SHP% .00
LOC% 100.00

SIZE% .00
OTH% 70.00
TOP% .00

TOT ADJ 82.60

CURRENT FMV 32,775

TOTAL ACRES... .000

IMPROVEMENT # 1 MAJOR IMPR-M

ACT/EFY YR/AGE... 1965 1994 17

DESCRIPT... SINGLE FAMILY DWELLING

VISITED... 4/01/1991 BY

MAINTAINED... 4/29/2013 BY MCGUIRBA

TOTAL LAND FMV... 32,775

MAIN FIN AREA...
STRAT... 06
MAIN PERIM...
LOCATION #...

116.00
1100 ROMAN MILLS RD

UNITS

RATE

STR# STR% SIZE% HGT% PER% CDS%

COST

%CML

AC 06 COVERED PORCH 100
AC 12 FRAME DECK 100
MA 37W SINGLE FAMILY DWELLI 100
EW 08 ALUM/VINYL 100
FD 04 PERIM. FOOTING 100
FP 04 ONE STORY SINGLE FIRI00
HC 03 RADIANT/ELEC/BB 100
PL R1 RES-1.0 BATH (5) 100

80.00
96.00
672.00
116.00
672.00
1.00
672.00
1.00

24.00
12.00
63.00
1.00
118.00

120.00
120.00
118.00

100
100
100

2,304
1,382
49,956
0
0
2,184-
3,000-

48,458
41,189
15,857
25,332

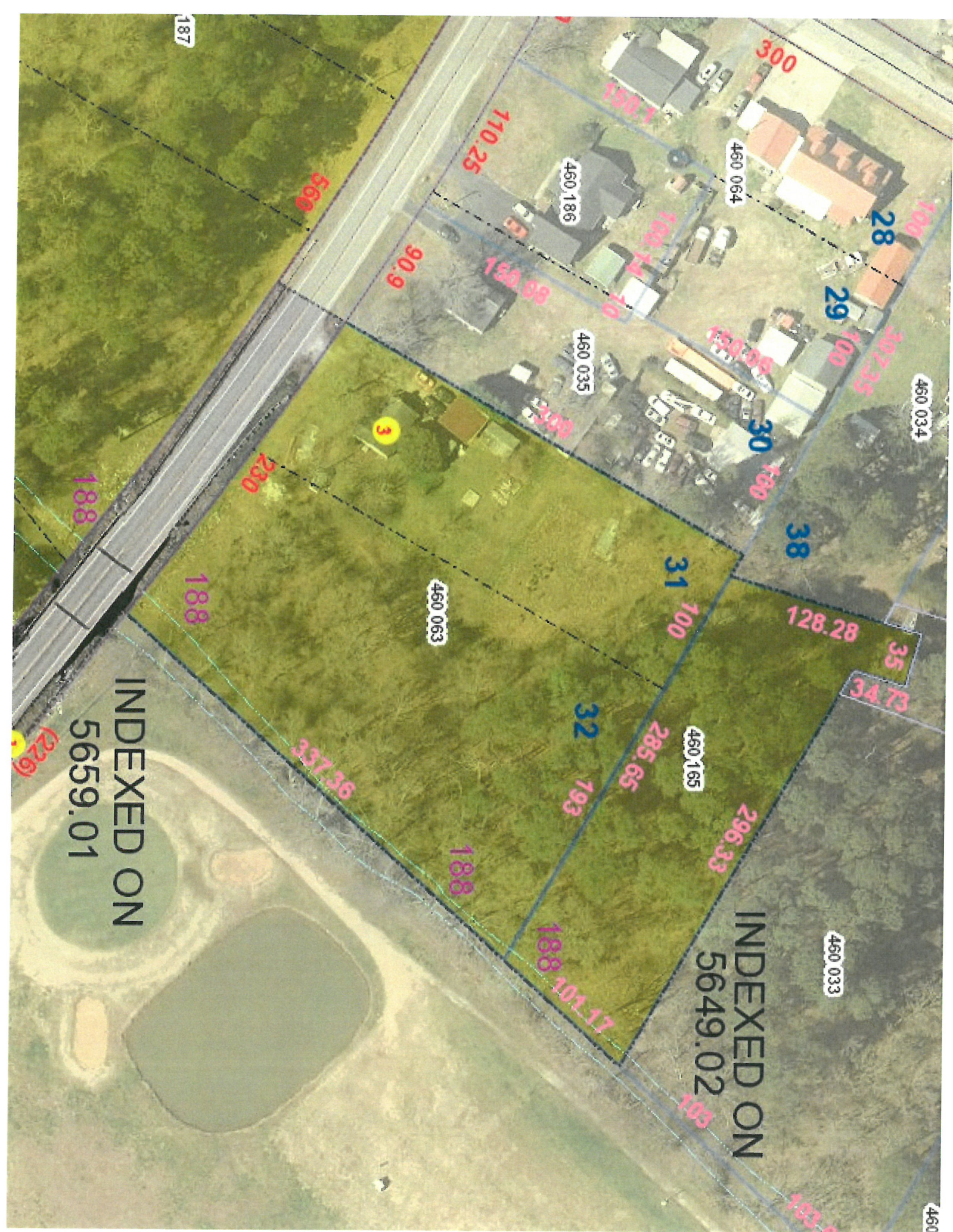
RCN...
QUAL... QG D+05
DEPR... D3
FMV... EE 51B

PCT COMPLETE
QUALITY D+05
SPD - AGE 17 YR
MARKET ADJUSTMENT

100
85.00
38.50
100.00

15,857

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: Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE: 4/17/2023
SUBJECT: Mid-Carolina Regional Airport Titan Fuel Truck Lease 1st Amendment

Rowan County and Mid-Carolina Airport requested BOC approval on October 17 2022, Agenda Item H to award a bid to Titan Aviation for aviation fuel trucks. The original contract for the delivery and lease of refueling equipment at Mid-Carolina Regional Airport was signed in November of 2022.

The delivery of the trucks has been delayed and no ETA can be provided. The amendment is to clarify that the start date of Term of the Lease Agreement and any Lease Payments shall not occur until Leased Equipment has been delivered to and accepted by Lessee.

The lease term shall remain the same of three (3) years for a 2022 or newer 3,000-gallon JETA truck and a 2022 or newer 1,000 gallon AVGAS truck. The first 24 months after delivery rent will be waived. The last year (12 months) of the contract the fee will be \$1,200/mo for JET truck and \$700/mo for the AVGAS truck. The contract includes two automatic renewal periods of three (3) years each unless notified in writing 90 days prior to end of term. The contract will not exceed \$22,800 in the third year. The total not to exceed value of the initial term through additional term through, if not terminated, will not exceed \$159,600 without additional approval.

Attached is the first amendment to the original signed lease.

Board of Commissioners to authorize the County Manager to approve the amendment and allow staff to execute the agreement.

ATTACHMENTS:

Description	Upload Date	Type
Memo From Airport Director	3/30/2023	Cover Memo
Amendment #1	3/30/2023	Cover Memo

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing and Contract Administration
Valerie Steele, Airport & Transit Director

Re: Mid-Carolina Regional Airport Titan Fuel Truck Lease 1st Amendment

Date: March 30, 2023

Mid-Carolina Airport awarded a bid to Titan for aviation fuel trucks. The original contract for the delivery and lease of refueling equipment at Mid-Carolina Regional Airport was signed in November of 2022. The delivery of the trucks has been delayed and no ETA can be provided. The amendment is to clarify that the start date of Term of the Lease Agreement and any Lease Payments shall not occur until Leased Equipment has been delivered to and accepted by Lessee. The lease term shall remain the same of three (3) years for a 2022 or newer 3,000-gallon JETA truck and a 2022 or newer 1,000 gallon AVGAS truck. The first 24 months after delivery rent will be waived. The last year (12 months) of the contract the fee will be \$1,200/mo for JET truck and \$700/mo for the AVGAS truck. The contract includes two automatic renewal periods of three (3) years each unless notified in writing 90 days prior to end of term. The contract will not exceed \$22,800 in the third year. The total not to exceed value of the initial term through additional term through, if not terminated, will not exceed \$159,600 without additional approval.

Attached is the first amendment to the original signed lease.

Board of Commissioners to authorize the County Manager to approve the amendment and allow staff to execute the agreement.



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
Jody Farrow-Bennett, Director of Purchasing and Contract Administration
FROM: Valerie Steele, Airport & Transit Director
DEPT: Airport
DATE: 3/20/2023
SUBJECT: Titan Aviation Fuels Truck Lease (Contract) – FIRST AMMENDMENT

PURPOSE OF CONTRACT:

The original contract for the delivery and lease of refueling equipment at Mid-Carolina Regional Airport was signed in November of 2022. The delivery of the trucks has been delayed and no ETA can be provided. The amendment is to clarify that the start date of Term of the Lease Agreement and any Lease Payments shall not occur until Leased Equipment has been delivered to and accepted by Lessee. The lease term shall remain the same of three (3) years for a 2022 or newer 3,000-gallon JETA truck and a 2022 or newer 1,000 gallon AVGAS truck. The first 24 months after delivery rent will be waived. The last year (12 months) of the contract the fee will be \$1,200/mo for JET truck and \$700/mo for the AVGAS truck. The contract includes two automatic renewal periods of three (3) years each unless notified in writing 90 days prior to end of term. The contract will not exceed \$22,800 in the third year. The total not to exceed value of the initial term through additional term through, if not terminated, will not exceed \$159,600 without additional approval.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

3-30-2023

DATE

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 04/17/2023
SUBJECT: Donation of surplus half partition for vehicle to Town of Cleveland

N.C.G.S. § 160A-274 allows for a local government to donate real or personal property to another unit of local government with approval from the donating board. The Police Department at the Town of Cleveland is in need of a half partition for a vehicle. Rowan County currently has a surplus half partition and the Sheriff is requesting to donate this partition to the Town of Cleveland Police Department.

Attached is a request letter from Chief of Police Jessop.

Board of Commissioners to approve the donation of a surplus half partition to the Town of Cleveland for use in a police department vehicle.

ATTACHMENTS:

Description	Upload Date	Type
letter	4/3/2023	Cover Memo



Cleveland Police Department

100 North Depot Street, Cleveland, NC 27013

p 704.278.1900 f 704.278.0749



RE: Vehicle Partition

To: Rowan County Sheriff's Department

The Cleveland Police Department has a 2017 Ford Interceptor Utility and have been looking for a half partition to accommodate a 6'3" officer. We were advised that your department had this surplus item from an out of service vehicle. We are requesting the donation of this partition, and any parts or equipment needed for installation (if available), for our vehicle at the Cleveland Police Department. We appreciate your consideration in this matter.

Thank you,

A handwritten signature in black ink, appearing to be "Jon M Jessop".

Jon M Jessop
Chief of Police
Cleveland Police Department
chief@clevelandnc.org

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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: April 4, 2023
SUBJECT: Rowan County Public Health - 2022 State of the County Health Report

Every three years the Rowan County Public Health Department conducts a comprehensive community health needs assessment (CHNA), which is a process that engages diverse agencies, providers, and individuals in identifying community assets, strengths, and areas for needed improvement. When conducting the 2021 CHNA, Healthy Rowan, a community coalition, served as the steering committee and was responsible for selecting the top three community health needs for the county. Each year that a CHNA is not conducted, all local health departments must complete the State of the County Health (SOTCH) Report. This report is intended to:

The report also provides updated data and information specific to Rowan County mortality and morbidity rates, COVID-19, emerging issues, and new initiatives.

Communication with stakeholders and community members regarding the identified community health priorities, and progress to date, is vital to community health improvement. Following review by the Rowan County Board of Health, hard copies of the 2022 State of the County Health Report will be disseminated to the Healthy Rowan Coalition, and to target community locations.

We respectfully request the Board of Commissioners reviews and accepts the report as presented.

ATTACHMENTS:

Description	Upload Date	Type
2022 SOTCH - Executive Summary	4/4/2023	Executive Summary
2022 State of the County Health Report	4/4/2023	Backup Material

SOTCH

2022 State of The County Health Report

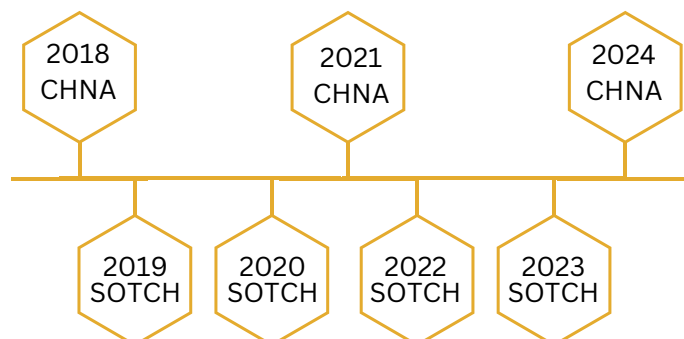
Executive Summary



WHAT IS THE SOTCH

- State report that is required for accreditation
- Every year that there isn't a CHNA, counties must submit a SOTCH
- The purpose of the SOTCH is to inform the state and the community about the progress that has been made since the CHNA

State Report Timeline



COMMUNITY HEALTH IMPROVEMENT PLAN PROGRESS

Mental Health

1. LivingWorks Trainings
 - ASIST (Applied Suicide Intervention Skills Training): 33 Individuals trained
 - LivingWorks Faith: Provided to Churches and faith organizations
 - LivingWorks Start- Program for youth 13 years old or older.
2. Into the Light Walk sponsor
3. Homelessness program support at Rowan Helping Ministries
 - Shelter and housing.
 - Nutritional support
 - Medical care access, including primary and mental health care
 - Education and vocational skills

Substance use

1. Medication Take-back
 - 17 drop boxes throughout the county
 - Medication take-back events
2. Regional Harm Reduction Initiatives
 - Support of CHA SSP
3. Comprehensive care for individuals coping with opioid-use disorder
 - H.O.P.E. Team Provided
 - Certified Peer Support Services.
 - Respond to overdoses;
 - Distribute naran into the community;
 - Facilitate harm reduction and community resilience education

Healthy Lifestyle

1. Rowan Moves
 - County-wide equitable physical activity platform that utilizes a step calculator to be inclusive of all activities.
2. Mobile Food Pharmacy
 - Looks at food as medicine and focuses on building skills and knowledge, improving self-efficacy, and providing affordable and fresh healthy meals
3. CATCH My Breath
 - Program in 11 middle schools
 - E-cigarette prevention program

MORTALITY

Changes in Age-adjusted Mortality per 100,000 Population in Rowan County; 2014-2018 to 2016-2020

Increase

- Disease of the heart
- Other unintentional injuries
- Alzheimer's Disease
- Kidney Disease

Decrease

- Cancer-All Sites
- Chronic lower respiratory disease
- Cerebrovascular Disease
- Diabetes mellitus
- Septicemia

The red indicates the data is worse than the previous reporting period. The green indicates health improvements since the previous reporting period.

2016-2020 Leading Cause of Death by Age Group

Age Group	Cause of Death	# of Death	Death Rate
0-19	Conditions originating in the perinatal period	27	15.5
	Congenital anomalies (birth defects)	15	8.6
	Other Unintentional injuries	13	7.5
20-39	Other Unintentional Injuries	142	82.3
	Motor vehicle injuries	49	28.4
	Sucide	43	24.9
40-64	Cancer- All Sites	445	189.3
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	Disease of the heart	781	717.2
	Chronic lower respiratory disease	334	306.7
85+	Disease of the heart	593	4227.0
	Cancer-All Sites	249	1774.9
	Alzheimer's disease	210	1496.9

EMERGING ISSUES

Child Development

Education: 2022 Reading and Math Performance

	RSS Reading Performance	State of NC Reading Performance	RSS Math Performance	State of NC Math Performance
Not Proficient	66%	52%	70%	50%
Grade Level Proficient	16%	19%	14%	18%
Career Ready	14%	20%	13%	23%
College Ready	<5%	9%	<5%	9%

Trauma: 2017- 2022 DSS Case Reporting

Since 2017 the Rowan County Department of Social Services has seen an:

- Increase in physical and emotional abuse
- Increase in sexual abuse
- Decrease in abuse and neglect
- Decrease in neglect
- Increase in human trafficking

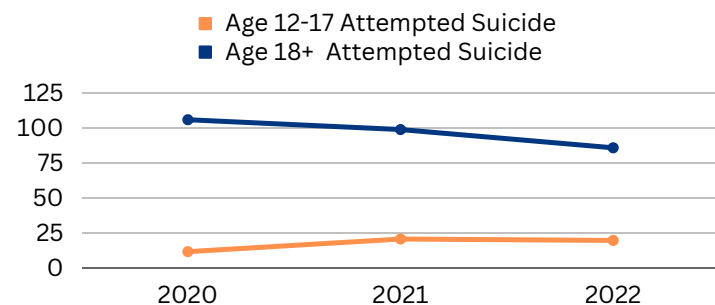
Injury Violence Prevention

2018-2022 Salisbury PD Weapon Charges

Since 2018 the City of Salisbury has seen an:

- Increase in discharging of firearms
- Increase in firing into occupied properties
- Increase in assaults with a firearms
- Decrease in armed robberies
- Increase in possessing or concealing firearms

2020-2022 Novant Health Rowan Medical Center Reported Suicide Attempts



**Adult attempts do not include suicide attempts that are deemed overdoses or suicide attempts that do not require medical attention*

Sexually Transmitted Diseases

2018-2022 STD Diagnoses

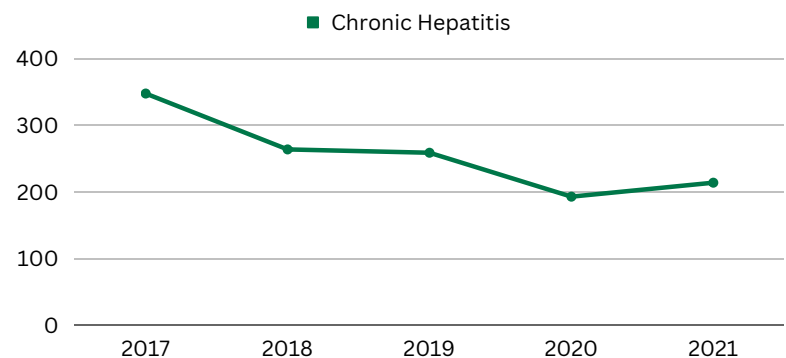
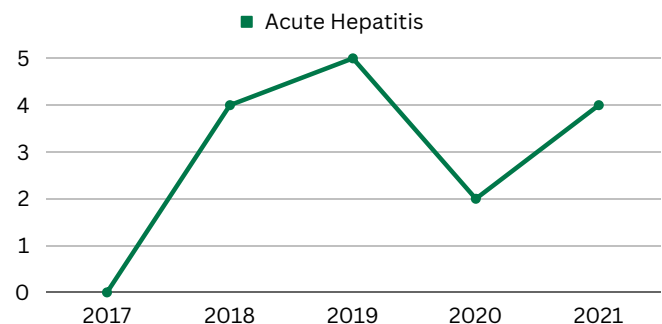
Since 2018 Rowan County has seen an:

- Increase Gonorrhea
- Decrease in Chlamydia
- Increase in Syphilis of all types
- Increase in HIV/AIDS

NEW & CONTINUING PROGRAMS

NC CHAMP (Hepatitis C Treatment Program)

Collaboration with the Community Care Clinic of Rowan to refer, test, and treat community members with or at high risk of Hepatitis C.



NC Breast & Cervical Cancer Control Program (NC BCCCP)

Rowan County Public Health continues to offer the North Carolina Breast and Cervical Cancer Control Program (NC BCCCP) which provides free or low-cost breast and cervical cancer screenings to women who are:

- Uninsured or underinsured;
- Without Medicare Part B or Medicaid;
- Have a household income below 250% of the federal poverty level.
- And who meet the age requirements

Lifestyle Medicine

- Increases the number of providers who will be Certified in Lifestyle Medicine from 1 to 7
- Increased the number of clinics that implement Lifestyle Medicine from 1 to 3
- Implemented a successful Mobile Food Pharmacy program with community partners

Gun Violence Prevention

- Salisbury Cease Fire began in the summer of 2019 and works with law enforcement to reduce the frequency of gun violence in specific neighborhoods.
- Cure Violence Global is an evidence-based gun violence prevention initiative that views violence through a public health lens. Cure Violence Global conducted a needs assessment in January of this year to determine if Salisbury would be a good fit for a program such as this.



State of Rowan County's Health

Every three years the Rowan County Public Health Department conducts a comprehensive community health needs assessment (CHNA), which is a process that engages diverse agencies, providers, and individuals in identifying community assets, strengths, and areas for needed improvement. When conducting the 2021 CHNA, Healthy Rowan, a community coalition, served as the steering committee and was responsible for selecting the top three community health needs for the county. Each year that a CHNA is not conducted, all local health departments must complete the State of the County Health (SOTCH) Report.

This report is intended to:

- Heighten awareness about health issues relevant to Rowan County and North Carolina
- Bring attention to areas where policy and environmental changes, partnering initiatives, and resources would be helpful in creating a healthier and stronger community.
- Describe local efforts that impact local health issues and quality of life of our community.
- Identify common ground for joining together to solve community health issues and identify some of the local initiatives and partnerships that are working to address these issues.

The report also provides updated data and information specific to Rowan County mortality and morbidity rates, COVID-19, emerging issues, and new initiatives.

Communication with stakeholders and community members regarding the identified community health priorities, and progress to date, is vital to community health improvement. Following review by the Rowan County Board of Health, hard copies of the 2022 State of the County Health Report will be disseminated to the Healthy Rowan Coalition, and to target community locations.

Rowan County

Rowan County is located in Western North Carolina and is surrounded by Cabarrus, Davidson, Davie, Iredell, and Stanly counties. Rowan County is made up of approximately 511 square miles of land and 12 square miles of water. Rowan County shares its largest body of water, High Rock Lake, with Davidson County. The county consists of the 11 municipalities of China Grove, Cleveland, East Spencer, Faith, Gold Hill, Granite Quarry, Kannapolis, Landis, Rockwell, Salisbury, and Spencer. Salisbury, the seat of county government, is situated near Interstate 85, approximately 45 miles north of the city of Charlotte, NC, and 52 miles south of the city of Greensboro, NC.



Demographics and Trends

Demographics and Trends

Rowan County's population has consistently increased with a growth rate of 7.5% since 2011. This growth rate is much higher than that of the neighboring county, Davidson (4.7%), and significantly less than that of another neighboring county, Cabarrus (27.6%). According to the 2021 US Census Bureau estimates, the population of Rowan County is 148,150 with an estimated growth rate of 3.0% for 2020 - 2030.

While this continuing growth can often bring positive economic impacts to a community, extreme and rapid growth can negatively impact how agencies and organizations provide services to community members. Often vulnerable populations, such as persons with disabilities, limited English proficiency, children under 5, and persons over 65, are disproportionately affected by the change in community size.

General Demographic Characteristics, 2020

Race and Ethnicity	Population	Percent Population
Hispanic	14,895	10.1%
Non-Hispanic	133,255	89.9%
White	121,416	82.0%
Black or African American	22,147	14.9%
Native American Indian and Alaska Native	6,058	4.1%
Native Hawaiian and Other Pacific Islander	N	N
Asian	1,982	1.3%
Some other race	13,006	8.8%

Source: U.S. Census Bureau. 2020 Decennial Census: Table P2

Location	Population	Male Percent Population	Female Percent Population
Rowan County	148,150	49.1%	50.9%
North Carolina	10,551,162	48.8%	51.2%

Source: U.S. Census Bureau. 2020 Decennial Census

Age

On trend, comparable to both peer counties and the State, the percentage of the population age 65 and older is growing. Between 2020 and 2040, the size of North Carolina's population of 65 and older will increase from 1.7 to 2.7 million. By 2040, more than one in every five North Carolinians will be 65 or older, up from 16.9% in 2020.

Population by Age, 2020

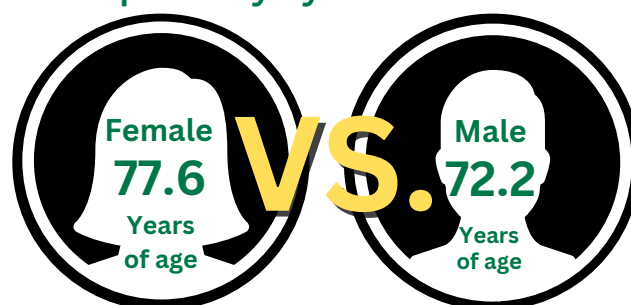
Age	Population	Percent Population
0 - 19	35,092	25%
20 - 24	8,515	6.1%
25 - 34	17,239	12.3%
35 - 44	16,504	11.8%
45 - 54	19,427	13.8%
55-64	19,397	13.8%
65+	24,122	17.2%

Source: U.S. Census Bureau. 2020 Decennial Census

Life Expectancy

The average life expectancy for persons born between 2017-2019 is 75.4 years. The new Healthy NC 2030 goal for life expectancy is to increase life expectancy for citizens to 82.0 years. Life expectancy in Rowan County is higher for women than men, 78.4 years vs. 72.5 years, respectively, and higher for White than African American citizens, at 75.7 years vs. 73.6 years, respectively, highlighting health disparities that persist within our community. Life expectancy is often used to gauge the overall health of the community and takes into account factors that influence health, such as the economy of the area, access to health services, and health behaviors.

Life Expectancy By Sex



Source: U.S. Census Bureau: NC Department of Health and Human Services, North Carolina State Center for Health Statistics

Priorities

2021 Priority Health Areas

During the 2021 community health needs assessment, community stakeholders and county residents selected substance use, mental health, and healthy lifestyles to be the areas of health that are at the forefront of program planning and public health initiatives. After the selection of priority areas, staff formed the Community Health Improvement Plan objectives to assist in directing the work that will take place in the community over the next several years.

By implementing the Collective Impact Model, Rowan County's health system, Novant Health, and the United Way of Rowan was able to also adopt these priority health areas to direct where they allocate community funding.

2021 Community Health Improvement Plan Objectives

Substance Use

- Increase the safe use and disposal of OTC and prescription medication
- Reduce the spread of HIV and/or Hepatitis C cases
- Increasing comprehensive care management for individuals coping with opioid-related health concerns

Mental Health

- Increase the number of community members trained to respond to a mental health crisis.
- Increase access and awareness of mental health support services.

Healthy Lifestyles

- Increase access to adaptive/adaptable physical activity opportunities across the lifespan.
- Increase access to affordable, nutritious, and culturally appropriate foods.
- Decrease in the number of individuals who report using tobacco of any type in the last 30 days.

Community Investment in Priority Health Areas

United Way of Rowan County

From 2020-2022 the United Way of Rowan County contributed \$1,006,000 to mental health programming, \$991,000 to substance use programming, and \$495,000 to healthy lifestyle programming. This funding was distributed to local nonprofits that work in the priority health sectors. In the years 2023-2025, the United Way will distribute \$1.8 million dollars to 15 non-profit agencies to carry out critical programs.



Novant Health Rowan Medical Center

Annually, Novant Health Rowan Medical Center allocates resources to community non-profits that work in addressing the three priority areas. In addition to the priority areas, Novant Health Rowan Medical Center also funded programs that:

- Increase access to healthcare, transportation, medication assistance, and medical home connection programs;
- Support safe & healthy neighborhoods;
- Expand safe & healthy housing opportunities for neighbors in need.

Community Health Improvement Plan Progress: Substance Use

H.O.P.E

Rowan County H.O.P.E., formerly known as the Rowan County Post Overdose Response Team (PORT), rebranded in 2022 to reflect the comprehensive wrap-around services that they offer Rowan County residents. This team is charged with:

- Responding to overdoses;
- Facilitating Narcan Administration trainings;
- Facilitating harm reduction and community resilience education;
- Distributing Narcan to community organizations and community residents;
- Maintaining a comprehensive referral network of wrap-around services;
- Substance use and overdose data collection;
- Certified Peer Support Services;
- and Implementing Harm Reduction services.

In 2022, 903 overdoses were reported to Emergency Services. Between August and September, there was a sharp decrease in overdoses, followed by a drastic increase between October and December. H.O.P.E. distributed 680 doses of Narcan to community organizations and community members.

Support Regional Harm Reduction Initiatives

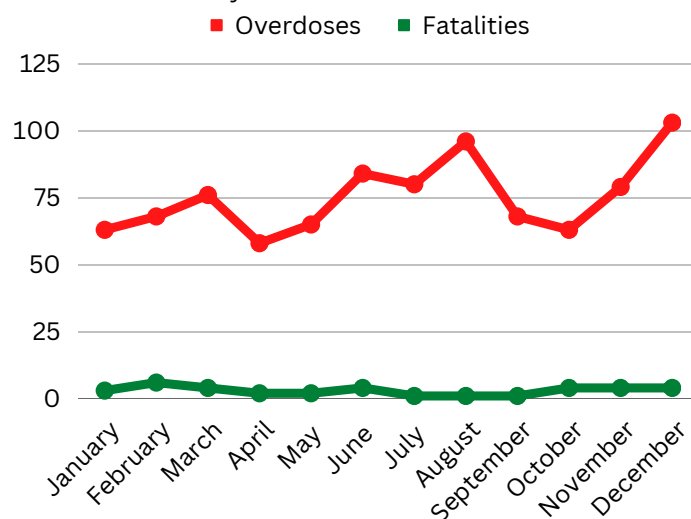
In partnership with Cabarrus Health Alliance's (CHA) Syringe Service Program (SSP), and due to the lack of this type of harm reduction service currently being offered in Rowan County, we are able to refer local citizens to our neighboring county for this service. Currently, about 75% of CHA's SSP clients are from Rowan County. Through this much-needed service, our residents are able to receive information on how to stop the spread of communicable diseases, in addition to being tested for Hep A, B, and C, HIV, as well as STIs. Local citizens can access clean supplies, sharps containers, forms of birth control, Narcan, and other resources. As a part of this partnership, Rowan County Public Health Department has purchased supplies for CHA's SSP through our Healthy Communities Grant, which is funded through the state.

Medication Drop Box

Rowan County H.O.P.E. and Health Promotion Department works with community organizations and community members to reduce the risk of prescription medications falling into the wrong hands. One method of substance use prevention is the collection of prescription medications by utilizing medication drop boxes throughout the county. Currently, there are 17 medication drop boxes in the county where residents can dispose of unused or unwanted prescriptions. The public health department, Novant Health Rowan Medical Center, Center for Prevention Services, and YSUP Rowan all participate in medication take-back events hosted throughout the year. During these take-back events, staff and community partners provide education regarding safe medication storage and disposal alternatives. In 2022, 2,104.25 pounds of medications was collected through medication drop boxes and medication take-back events.

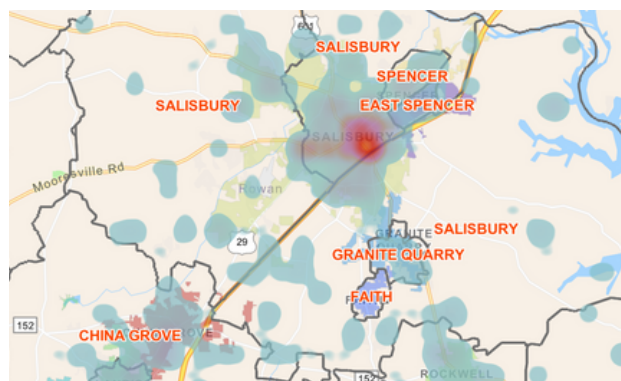


2022 Rowan County Overdoses and Overdose Fatalities



Geographic Information System

H.O.P.E. utilizes ArcGIS for Opioid Epidemic Outreach, which can be used to inventory prevention and treatment resources, communicate the severity of the epidemic, and promote resources to those in need. ArcGIS is a geographical information system (GIS) software that allows handling and analyzing data by visualizing geographical statistics through layer-building maps, like climate data or trade flows. Our community paramedic responds to overdose incidents and puts this information into an overdose dashboard on ArcGIS, which in turn, maps the hotspots of opioid overdoses in Rowan County. This dashboard and overdose hotspot map is publicly accessible and is updated daily. Understanding trends and associated demographics over time is important to the community, decision-makers, and local partners targeting prevention and intervention efforts.



Community Health Improvement Plan Progress: Mental Health

Homelessness

Homelessness has become a steadily increasing concern in Rowan County. Rowan Helping Ministries, a local non-profit, is working to address homelessness and several other social and economic struggles that come with displacement. During the week of January 25th, 2023, Rowan Helping Ministries partnered with the U.S. Department of Housing and Urban Development to conduct an annual Point in Time Count, to grasp a better understanding of how many individuals in Rowan are experiencing homelessness. The count revealed that 238 people in Rowan were experiencing homelessness. Of these 238 individuals, 155 were staying in shelters or transitional housing and the remaining 83 were unsheltered. In addition to providing shelter to Rowan County residents, Rowan Helping Ministries offers a variety of services to assist individuals in getting back on their feet.

July 1st-June 30th 2022

Rowan Helping Ministries Community Impact



Nutrition

- Served 59,114 Meals in Jeannie's Kitchen;
- Distributed 947,511 pounds of groceries to families;
- Provided 26,948 bags of shelf-stable food items for food-insecure students.



Medical and Hygiene

- Provided 1,139 day showers;
- Through partnerships with Cabarrus Rowan Community Health Centers, clients, and guests made 221 medical and behavioral care visits to the on-site providers.



Preventing Homelessness

- Provided \$482,653 in financial assistance vouchers to 768 households in crisis.
 - Vouchers are issued to prevent evictions and utility disconnection.
- 157 guests were moved to permanent housing.



Education

- 304 guests attended classes teaching:
 - Life Skills;
 - Resume Building;
 - Financial Planning;
 - Stress Reduction.

Upcoming Solutions

Rowan Helping Ministries will be expanding their reach with the development of additional housing, through a project called "Miracles on the Horizon". This expansion will consist of the following:

- Eagle's Nest III: two transitional housing buildings, adding 12 apartments to the current 10 units in Eagle's Nest I and II.
- Five new duplexes to serve as permanent supportive housing for individuals, couples, and families, who are transitioning from homelessness.
- Renovation of the R.B. Miller building to create space for case management, counseling, and a Peer Living Room.



LivingWorks Trainings

LivingWorks ASIST (Applied Suicide Intervention Skills Training) is a two-day, face-to-face workshop, that teaches a community how to prevent suicides by recognizing signs, providing skilled interventions, and developing a safety plan, in order to keep a person alive until medical help can be offered. This evidence-based program has been in existence for 35 years and is offered throughout the world. As of fall 2022, Rowan County Public Health Department has provided two separate ASIST training sessions for community members. Currently, 33 individuals/agencies have completed this program.

Rowan County Public Health Department offered the LivingWorks Faith program to faith-based organizations. LivingWorks Faith is a 5–6-hour online learning program featuring information, simulations, and stories from over a dozen faith leaders and suicide survivors. The program blends scriptural wisdom and proven best practices, which are designed for all Christian ministry leaders, who want to effectively prevent, intervene, and minister around the issue of suicide, within their congregations. At the end of the 2022 calendar year, there were seven local churches that were trained in LivingWorks Faith. Those churches currently have a staff member onsite to address suicide prevention.

Rowan County Public Health Department also purchased LivingWorks Start for the YSUP (Youth Substance Use Prevention) Rowan Youth Council. LivingWorks Start is a 90-minute, online training, for anyone 13 and older, that teaches participants to recognize when someone is thinking about suicide. From there, the training then goes on to train youth on how to connect that individual to help and the support they need.



Into the Light Walk

In 2022 Rowan County United Way hosted their annual Into the Light Walk. The purpose of this walk is to remember those who have passed due to suicide and to acknowledge the struggles that many of our community member experience when it comes to mental health. Health Department staff provided information to community members on the various mental health trainings and resources that Rowan County Public Health has to offer.



Community Health Improvement Plan Progress: Healthy Lifestyles

CATCH My Breath

As the popularity of vaping has increased over the last several years, the requests for vaping prevention education have also increased. In efforts to reduce youth vaping and tobacco use, Rowan County Public Health purchased the CATCH My Breath curriculum for all eleven middle schools in the Rowan-Salisbury School System. CATCH My Breath is a peer-reviewed, evidence-based, e-cigarette prevention program, that provides materials for parents, teachers, and health professionals to educate students about the risks of using vaping products.



Rowan Moves

In efforts to encourage community members to increase their physical activity, Rowan County Public Health and Healthy Rowan has developed Rowan Moves, an online community-wide physical activity campaign. Rowan Moves is comprised of a variety of features to encourage community members to increase their physical activity.

- A step calculator to convert various activities and time spent participating in those activities into steps,
- A fitness calendar to record days active,
- Community activity groups,
- A Spotify playlist,
- Get Movin' maps to explore Rowan County parks and recreation locations,
- and FitBit compatibility.



In addition to the features above, Rowan Moves works cohesively with two other evidence-based interventions that Healthy Rowan implements, Daily Mile and Lifestyle Medicine. Teachers, who participate in the Daily Mile, can log their class's steps on the platform. Rowan Moves is also HIPAA compliant, allowing care providers who participate in Lifestyle Medicine to create private groups for the patients who have received exercise prescriptions. Providers can then view, in real-time, the patient's progress as they increase their activity.

Food Pharmacy

Upon completion of the 2021 CHNA, it was unveiled that in Rowan County, 16% of residents are food insecure and 23.9% of children live in food insecure homes. According to the NC Child Health Report Card, 52% of Rowan County children live in poverty or low-income households. Often these households must choose between food or other more pressing expenses such as shelter. In addition, it is not just about getting more food, it's about the right food.

Rowan County Public Health and Healthy Rowan staff developed a Mobile Food Pharmacy program with the support of community partners. The Mobile Food Pharmacy uses food as medicine to help families buy and make healthier meals at home, reduce the consumption of foods eaten outside the home, and improve both physical and mental health. In addition, this program provides healthy food at a subsidized cost and helps families address healthcare, housing, and transportation needs. All of these have seen a drastic increase in cost since the beginning of the COVID-19 pandemic. All aspects of the Mobile Food Pharmacy were designed in a way to alleviate some of the compounding health and financial stress of participants since the beginning of the pandemic.

Some of the successes of the Mobile Food Pharmacy include:

- Received the 2022 GlaxoSmithKline Foundation Child Health Recognition Award.
- Increased the number of Lifestyle Medicine providers in Rowan County from one to seven.
- Combined, five participants have lost over 40 pounds.
- Food Pharmacy participants have reported having an increase in confidence in their ability to prepare healthy meals for themselves and their families, understanding which foods are healthy, and increasing their consumption of fruits and vegetables.

**HEALTHY
ROWAN**

A Community Coalition
Rowan County, NC

Be an original.™

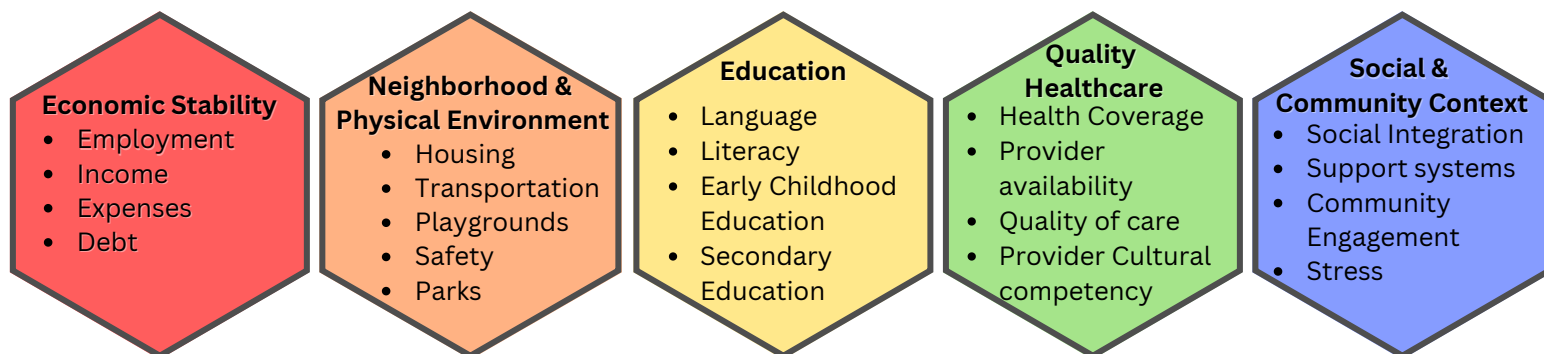


**MAIN STREET
MARKET PLACE
MEETING PLACE**



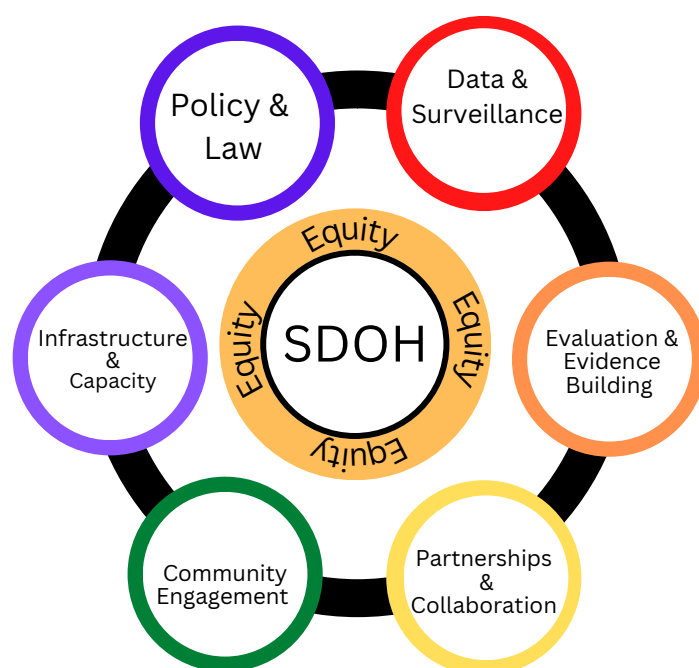
Social Determinants of Health

While health is largely influenced by the choices we make, individual health and well-being are also directly shaped by the vitality of the places where we live, the educational opportunities available, and our economic prospects. These vital conditions for health impact our ability to make healthy choices where we live, learn, work, play, and pray.



Addressing Social Determinants of Health

- **Data and surveillance:** Embed a consistent SDOH approach to standardization, collection, analysis, and dissemination of data across the agency.
- **Evaluation and evidence building:** Advance evaluation and build evidence for strategies that address SDOH to reduce disparities and promote health equity.
- **Partnerships and collaboration:** Establish criteria, actionable steps, and strategies for partnerships, collaborations, and relationships that result in improved health outcomes over the long term.
- **Community engagement:** Foster meaningful, sustained community engagement across all phases of intervention planning and implementation.
- **Infrastructure and capacity:** Strengthen and sustain infrastructure such as workforce, training, and access to financial resources required to address SDOH and reduce health disparities.
- **Policy and law:** Identify evidence, tools, and resources to enhance communication about policies that affect SDOH with policymakers and other stakeholders.



Source: Center for Disease Control and Prevention

Social-Economic Factors, 2022

Socio-Economic Factors	US Overall	2018	2019	2020	2021	2022	Trend '21-22
Unemployment	3.9%	5.5%	4.7%	3.9%	4%	7.9%	Increased
Children in Poverty	18%	26%	22%	25%	20%	22%	Increased
Children in single-parent households	33%	40%	39%	38%	32%	31%	Decreased
Uninsured	10%	14%	13%	14%	14%	15%	Increased
High School Graduation	85%	86%	85%	85%	86%	86%	Stayed the same
Free and Reduced Price meals (PreK-Early College)	52%	66%	68%	66%	66%	63%	Decreased

Source: 2022 County Health Rankings

Rowan County Public Health and its partners use the approach mentioned above to address the Social Determinants of Health in our community. Evidence of successfully implementing this approach is displayed through the measures that are highlighted in green.

Rowan community organizations and agencies are working to address the socioeconomic factors that have worsened since 2021.

Mortality and Morbidity

Mortality

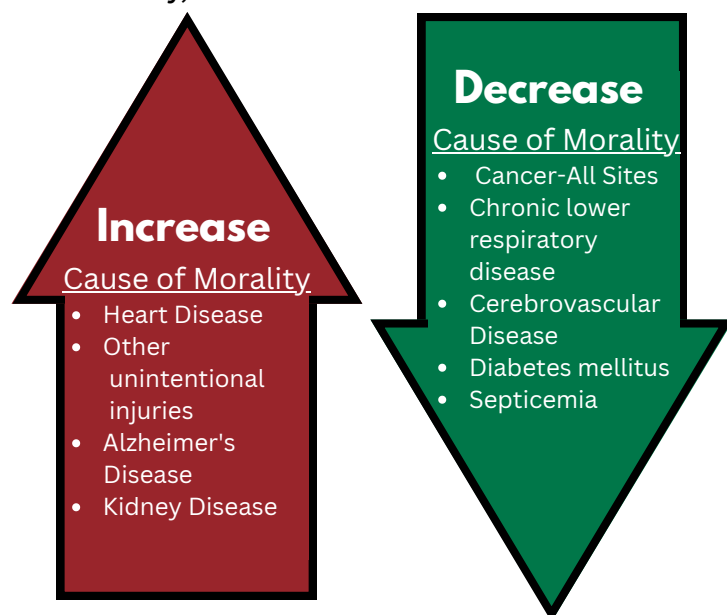
Rates of morbidity, mortality, and emergency hospitalization can be reduced if citizens have the ability to receive health screenings, attend routine medical examinations, and receive proper vaccinations. Morbidity refers to how many people are ill, while mortality refers to how many people have died from a health condition. Knowing the diseases and disorders that cause the most illnesses and death – and who is the most affected – is important in understanding how to prevent and treat these diseases and disorders to improve the health of Rowan County.

Below are the leading causes of death in Rowan County related to chronic diseases – cancer, heart disease, stroke, kidney disease, emphysema, and diabetes. Most chronic diseases can be prevented by eating well, being physically active, avoiding tobacco and excessive drinking, and getting regular health screenings.

2016-2020 Ten Leading Causes of Death of Residence Ranking, Number of Deaths, and Unadjusted Death Rates per 100,000 Population

Rank	Cause of Death	# of Deaths	% of Total	Rowan County Rate	NC Rate
1	Disease of the heart	1,746	20.32%	247.7	185.8
2	Cancer- All Sites	1,651	19.21%	234.2	190.0
3	Chronic lower respiratory disease	527	6.13%	74.8	51.7
4	Other Unintentional Injuries	477	5.55%	67.7	45.1
5	Cerebrovascular Disease	398	4.63%	56.5	50.2
6	Alzheimer's Disease	336	3.92%	47.7	42.7
7	Pneumonia & influenza	266	3.09%	37.7	18.5
8	Diabetes mellitus	244	2.84%	34.6	29.7
9	Kidney Disease (Nephritis, nephrotic syndrome, & nephrosis)	223	2.59%	31.6	18.5
10	Septicemia (Top 10 for Rowan)	162	1.88%	23	*
10	Motor Vehicle Injuries (Top 10 for NC)	*	*	*	15.5
Total Deaths- All Causes		8,591	-	1218.8	930.7

Changes in Age-adjusted Mortality per 100,000 Population in Rowan County; 2014-2018 to 2016-2020



The red arrow indicates the data is worse than the previous reporting period. The green arrow indicates health improvements since the previous reporting period.

2016-2020 Leading Cause of Death by Age Group

Age Group	Cause of Death	# of Death	Death Rate
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	Congenital anomalies (birth defects)	15	8.6
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85+	Heart disease	593	4227.0
	Cancer-All Sites	249	1774.9
	Alzheimer's disease	210	1496.9

Source: 2016-2020 Ten Leading Causes of Death by County of Residence and Age Group: Ranking, Number of Deaths, and Unadjusted Death Rates per 100,000 Population

Mortality and Morbidity Continued

2016-2020 NC Resident Race/Ethnicity and Sex-Specific Age-Adjusted Death Rate Disparities

- Both African American and white males have higher rates of death associated with cancer, specifically colon, rectum, and anus cancers, as well as trachea, bronchus, and lung cancers.
- African American males and females have higher rates of cerebrovascular disease (Stroke).
- Both African Americans and White females have higher rates of death associated with Alzheimer's disease than their male counterparts.
- African American men die from heart disease at twice the rate of African American females.
- Suicide is highest among white males. All other races and sexes are too small a number to calculate a county-wide rate.
- White males have the highest rate of unintentional injuries compared to women and all other races.

Morbidity

Morbidity is another term for an illness or medical condition, oftentimes referring to having a disease or a symptom of the disease. Some examples of common morbidities are obesity, heart disease, and even mental health conditions, such as anxiety and depression. Having more than one morbidity at a time is referred to as co-morbidity. An example of a co-morbidity would be that individuals with arthritis often also, experience obesity and heart disease. **Morbidities are NOT deaths.** By using the measurement of prevalence, there is the ability to determine the how common morbidities are within a specific population.

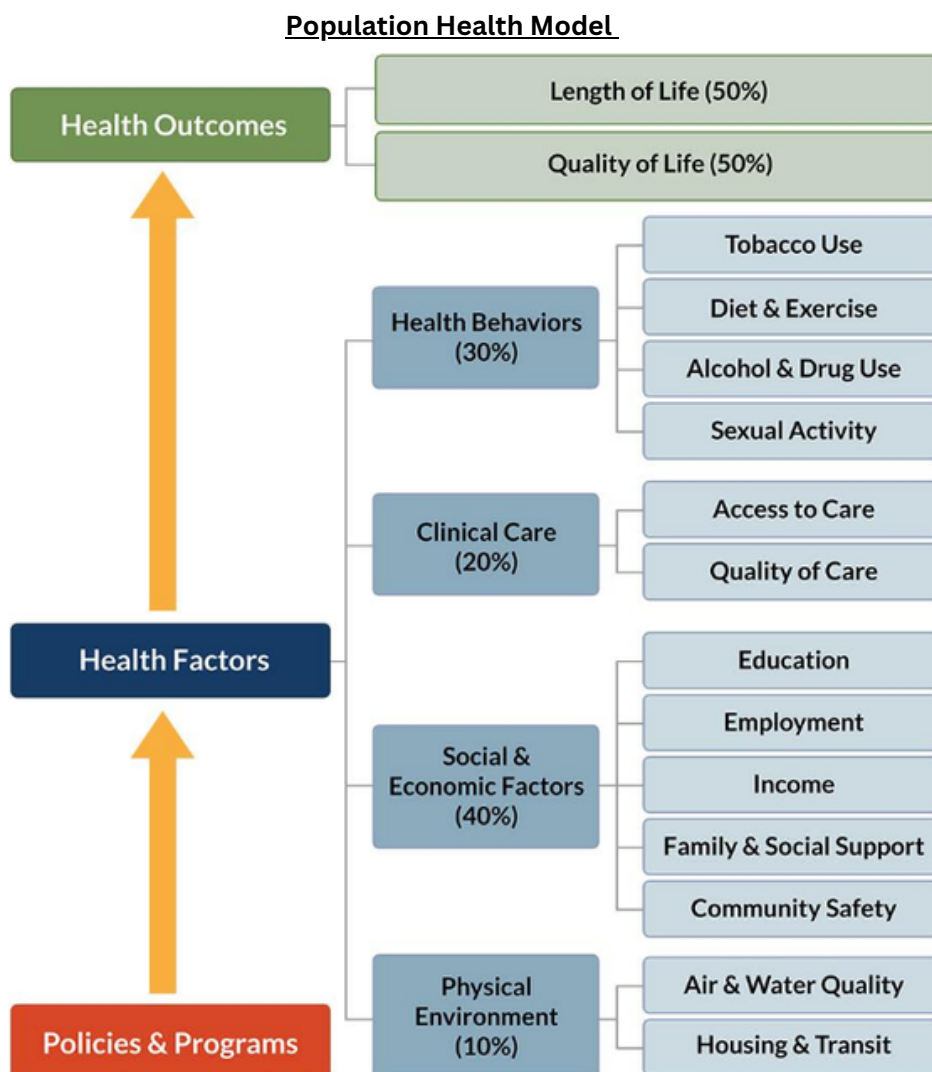
NC 2030

In 1990, the North Carolina Department of Health and Human Services (NC DHHS) released the first Healthy North Carolina goals, which are a set of health indicators with ten-year targets that are designed to guide the efforts of the state and local governments to improve health and well-being. These indicators and targets allow NC DHHS, local health departments, and community partners across the state to work together to address concerning health outcomes. In recent years, public health has been focused on improving populations' access to healthy opportunities by focusing on health equity. Traditionally, discussions have only focused on clinical healthcare, even though individual-level care only accounts for 20% of health outcomes.

Healthy behaviors and the ability for individuals to make healthy decisions begin with families and communities, that have access to needed resources. Health is primarily determined by social and economic factors which consists of where we grow up, live, work, and age. Some of the social, economic, behavioral, and environmental factors, that affect health include:

- safety of families and communities,
- exposure to environmental contaminants in air, water, and soil,
- quality of housing and education,
- access to transportation and healthy food, availability of employment opportunities and a living wage,
- exposure to, and use of, alcohol, tobacco, and other drugs,
- and opportunities for physical activity.

On the following page is the NC 2030 Health indicator data from the state of North Carolina in 2020, 2030 target, and how Rowan County compares in regard to these indicators. By addressing the selected priority community health concerns: substance use, mental health, and healthy lifestyles, we can address the majority of the health indicators listed below.



Source: County Health Rankings & Roadmaps, County Health Rankings Model.

NC 2030 Health Indicators

Health Indicator	Desired Result	Total Population		
		CURRENT (YEAR)	2030 TARGET	Rowan County
INDIVIDUALS BELOW 200% FPL	Decrease the number of people living in poverty	36.8% (2013-17)	27%	38% (2020)
UNEMPLOYMENT	Increase economic security	7.2% (2013-17)	Reduce unemployment disparity ratio between white and other populations to 1.7 or lower	7% (2020)
SHORT-TERM SUSPENSIONS (PER 10 STUDENTS)	Dismantle structural racism	1.39 (2017-18)	0.8	1.19 (2019)
INCARCERATION RATE (PER 100,000 POPULATION)		341 (2017)	150	177 (2020)
ADVERSE CHILDHOOD EXPERIENCES	Improve child well-being	23.6% (2016-17)	18%	43.1% (2020)
THIRD GRADE READING PROFICIENCY	Improve third grade reading proficiency	56.8% (2018-19)	80%	35.6% (2021-2022)
ACCESS TO EXERCISE OPPORTUNITIES	Increase physical activity	73% (2010/18)	92%	79.3% (2019)
LIMITED ACCESS TO HEALTHY FOOD	Improve access to healthy food	7% (2015)	5%	7.2% (2019)
SEVERE HOUSING PROBLEMS	Improve housing quality	16.1% (2011-15)	14%	13.5% (2019)
DRUG OVERDOSE DEATHS (PER 100,000 POPULATION)	Decrease drug overdose deaths	20.4 (2018)	18	39.7 (2017-2019)
TOBACCO USE	Decrease tobacco use	Youth: 19.8% (2017)	9%	
		Adult: 23.8% (2018)	15%	20.1% (2019)
EXCESSIVE DRINKING	Decrease excessive drinking	16.0% (2018)	12%	14.6% (2019)
SUGAR-SWEETENED BEVERAGE CONSUMPTION	Reduce overweight and obesity	Youth: 33.6% (2017)	17%	33.6% (2021)
		Adult: 34.2% (2017)	20%	
HIV DIAGNOSIS (PER 100,000 POPULATION)	Improve sexual health	13.9 (2018)	6	10.7 (2019-2020)
TEEN BIRTH RATE (PER 1,000 POPULATION)		18.7 (2018)	10	1.91 (2018-2019)
UNINSURED	Decrease the uninsured population	13% (2017)	8%	11.4% (2020)
PRIMARY CARE CLINICIANS (COUNTIES AT OR BELOW 1:1,500 PROVIDERS TO POPULATION)	Increase the primary care workforce	62 (2017)	25% decrease for counties above 1:1,500 providers to population	1:404 (2019)
EARLY PRENATAL CARE	Improve birth outcomes	68.0% (2018)	80%	64.8% (2019)
SUICIDE RATE (PER 100,000 POPULATION)	Improve access and treatment for mental health needs	13.8 (2018)	11.1	18.4 (2017-2019)
INFANT MORTALITY (PER 1,000 BIRTHS)	Decrease infant mortality	6.8 (2018)	6	8.47 (2018)
		Black/White disparity ratio = 2.4	Black/White disparity ratio = 2.4	2.20
LIFE EXPECTANCY (YEARS)	Increase life expectancy	77.6 (2018)	82	75 (2020)

The Rowan County measures in orange were from sources other than NC 2030 measures reported in the NC State Health Improvement Plan. Items in red are those that were not collected.

- The Healthy Communities database indicated that:

"In order to provide meaningful, localized insights into ACEs and ACEs-adjacent indicators, Cape Fear Collective convened a team of experts in ACEs and trauma to select a proxy metric for this indicator: percentage of disconnected youth, individuals aged 16 to 19 who are neither in school nor working."

- Proxy measurements are measurements that can be substituted for each other and indicate the same result. In this case, the percentage of disconnected youth, individuals aged 16 to 19 who are neither in school nor working, result in the same measurements as children with two or more ACEs.
- Data regarding limited access to healthy food was collected through the 2022 Robert Wood-Johnson Foundation County Health Rankings.
- Rowan County 3rd Grade Reading Proficiency was reported by the Rowan-Salisbury School System.
- Infant Mortality Data was collected from the NC Department of Social Services.

COVID-19

COVID-19 continued to be a major health issue for Rowan County residents throughout 2022, peaking mid-January, with a 31% countywide positivity rate. Rowan County Public Health combatted the spread of COVID-19, through partnerships with Mako Medical Laboratories, Logistics Health Incorporated, and StarMed Healthcare, to ensure residents had access to free testing.

Disparities in life expectancy between race and ethnicities existed prior to the pandemic. However, COVID-19 did shine a light on the inequities that continue to exist in communities and pushed national and local public health workforces to overcome barriers to care. Rowan County Public Health was able to understand the various barriers that different historically marginalized populations experience in regard to access to care. Below is a list of barriers that Rowan County was able to overcome with COVID-19 outreach efforts.

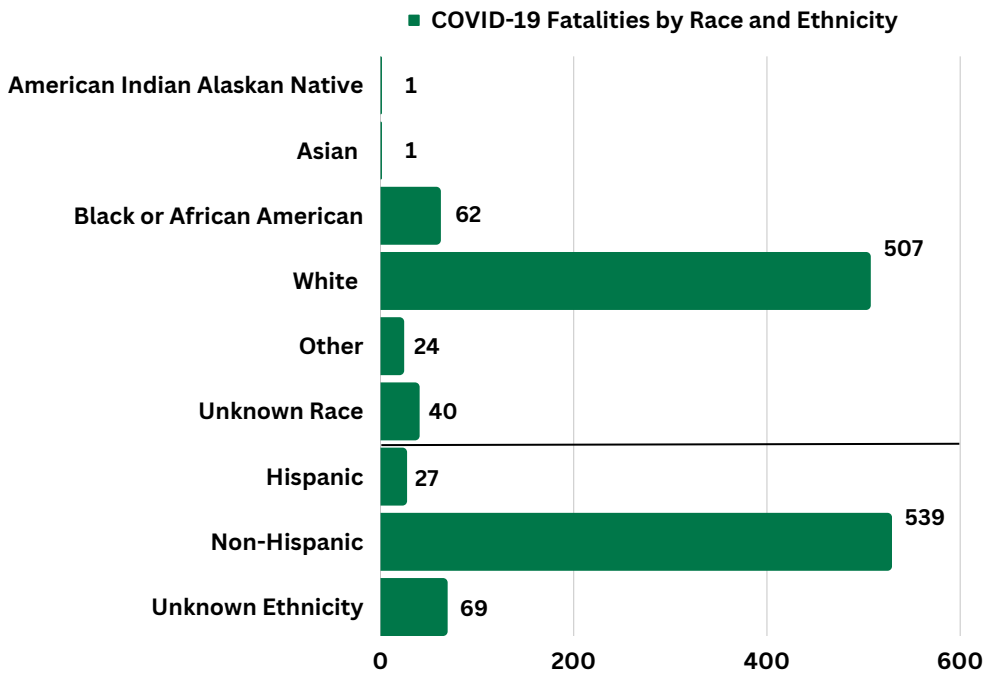
Below is a list of barriers that Rowan County was able to overcome with COVID-19 outreach efforts.

- Language barriers
- Mistrust in healthcare/government
- Lack of public transportation in rural parts of the county needed to get tested and vaccinated.
- Lack of broadband needed to access up-to-date vaccine and testing information.
- Dedicated COVID-19 information phone lines, with help available in English and Spanish.

Outreach efforts included COVID-19 testing and vaccination events at Rowan County Public Libraries, Hispanic supermarkets, Livingstone College (Historically Black College and University), and other community events aimed at underserved populations within Rowan County. In addition to these events, thousands of at-home rapid antigen testing kits were, and are still, being distributed throughout Rowan County. Events were held at central locations, that allowed for public transportation access, as well as, various times throughout the day to promote equitable access for citizens.



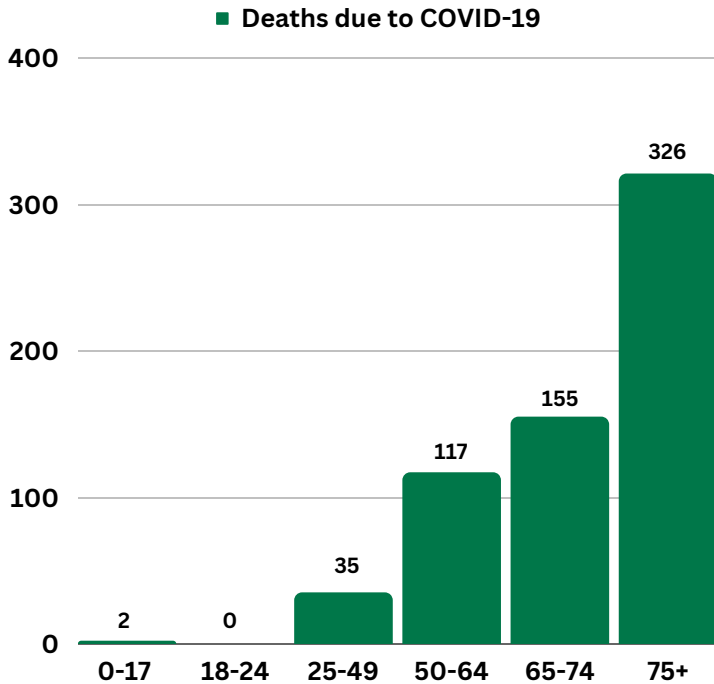
The National Center for Health Statistic's Provisional Life Expectancy Estimates report for 2021 states that: "Excess deaths due to COVID-19, and other causes in 2020 and 2021, led to an overall decline in life expectancy between 2019 and 2021 of 2.7 years for the total population, 3.1 years for males, and 2.3 years for females." This report also mentions that the U.S. life expectancy at birth for 2021 (76.1), is the lowest it has been since 1996. COVID-19 was the leading cause of the negative change in life expectancy for the total population, as well as the leading cause of negative change for the Black/African American and non-Hispanic White populations. It can be expected that over the course of time, we will continue to see the overall health impacts of the COVID-19 pandemic.



Source: NC COVID-19 Dashboard

COVID-19 Continued

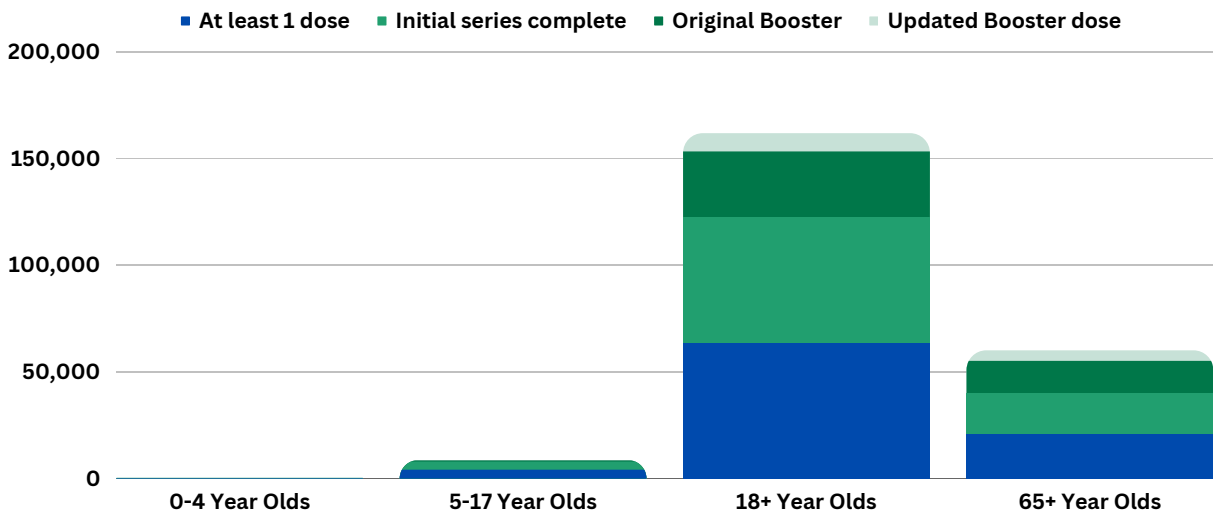
Age at the time of death



Source: NC COVID-19 Dashboard

The Rowan County Public Health Department began vaccinating residents with the COVID-19 vaccine in December 2020. Approximately 44% of all Rowan County residents have received the primary series, and 48% of residents have received at least one dose of the vaccine. Rowan County Public Health continues to offer vaccination appointments every week and is, at this time, one of only a few facilities in the county still administering the primary Moderna and Pfizer vaccination series, as well as, the Bivalent boosters.

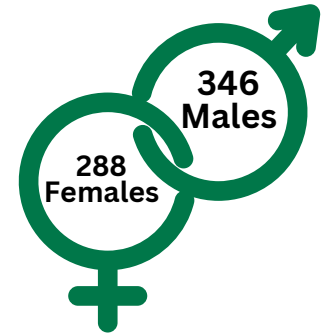
Rowan County Residents COVID-19 Vaccination Status by Age and Dose



Source: NC COVID-19 Dashboard

The COVID-19 Pandemic is not over, it continues to affect many people every day. Rowan County is committed to continuing to provide resources such as vaccinations, at-home COVID-19 testing kits, as well as masks to residents free of charge. In addition to printed resources such as billboards and infographic cards, Rowan County Public Health has a dedicated COVID Hotline that continues to be monitored Monday - Friday, 8am until 5pm; all in English and Spanish. The COVID-19 team at the Rowan County Public Health Department stands at the ready to assist residents with questions and concerns they may have about COVID-19.

COVID-19 Deaths by Gender

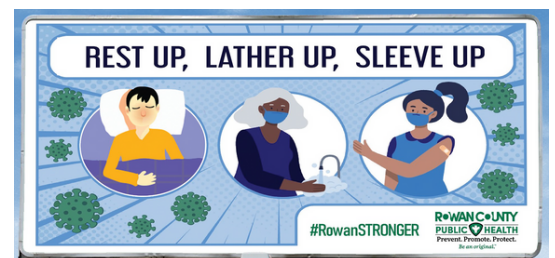


**The sex of one fatality was unknown.*
Source: NC COVID-19 Dashboard

#ROWANSTRONGER

- SHOTS** - We will shift from an "acute" response to "a vial in every fridge" approach.
- TESTING** - We will continue testing and providing resources such as COVID information and at-home test kits.
- READINESS** - We are prepared for new Covid variants or spikes in positive cases using CDC's new prevention tools.
- OUTREACH** - We will work to improve outreach efforts throughout the entire county, including rural communities.
- NEW NORMAL** - COVID-19 is here to stay, we are making the transition from "pandemic" to "endemic".
- GOALS** - We want vaccine rates to increase among appropriate age groups.
- EDUCATION** - Will be working within our community to provide the most accurate information.
- RESPONSIBILITY/RESILIENCE** - Improving the baseline health of local residents by implementing existing programs such as "Healthy Rowan" and "Rowan Moves".

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
Reimagined.



Emerging Issues

Injury and Violence Prevention

Injury and Violence Prevention is an emerging health issue because of the health impacts that can be associated with experiencing injury or violence. These health impacts can present in short-term effects such as missing school or work and long-term effects such as chronic illnesses. Examples of injury and violence that impact community health include:

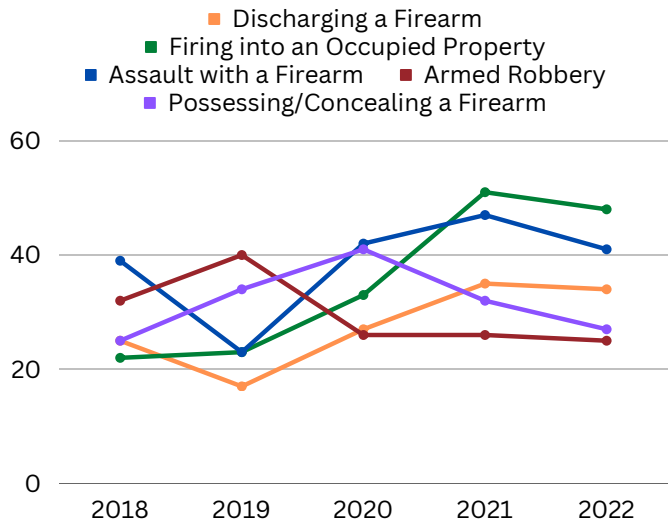
- Overdoses
- Suicides
- Homicides
- Adverse Childhood Experiences (ACEs)
- Violence Crimes

Gun Violence

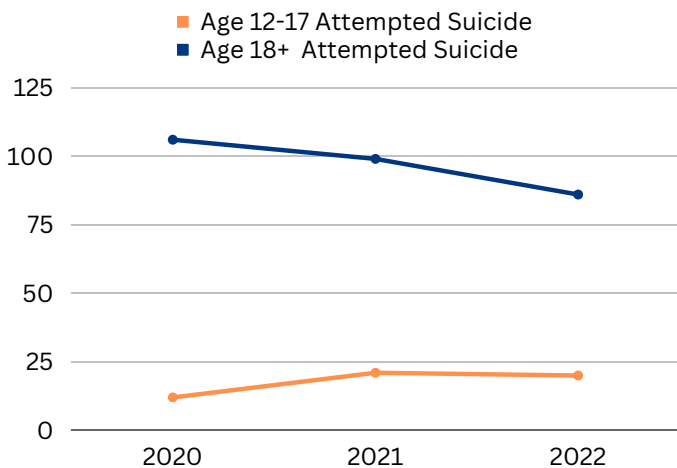
The City of Salisbury has seen a rise in violent crime in recent years which could be attributed to a number of factors including:

- Childhood trauma
- Mental Health Crisis
- Parental absenteeism and family disruption
- Lack of youth engagement in conventional activities
- Diminished economic opportunities
- Lack of community participation
- Socially disorganized neighborhood(s)

The graph to the right displays firearm-related crimes reported by the Salisbury Police Department from the years 2018 through 2022. Unfortunately since 2019, discharging a firearm, shooting into occupied property, and assault with a firearm have increased drastically. These numbers, coupled with gun violence being named a public health concern, has resulted in two different gun violence prevention initiatives beginning work in Salisbury.



Source: 2018-2022 Salisbury Police Department Violent and Weapon Offense Charges Incident Report Data (2018-2022)



Source: Novant Health Rowan Medical Center Attempted Suicides

Suicide and Self-Inflicted Injury

Like many other communities across North Carolina, Rowan County has been impacted by the number of attempted and completed suicides. There has been a slight decrease in the reported amount of attempted suicides since 2020. However, with mental health being one of the counties priority health areas, we can assume that the number of individuals who experience suicidal ideations/behaviors and participate in self-harm behaviors is much higher. The Substance Abuse and Mental Health Services Administration defines suicidal behavior as, "a spectrum of activities related to thoughts and behaviors that include suicidal thinking, suicide attempts, and completed suicide." According to the CDC, Americans with higher-than-average rates of suicide are:

- Non-Hispanic American Indian/Alaska Native and non-Hispanic White populations.
- Veterans People who live in rural areas,
- Workers in certain industries and occupations like mining and construction.
- Young people who identify as lesbian, gay, or bisexual have higher rates of suicidal thoughts and behavior compared to their peers who identify as heterosexual.

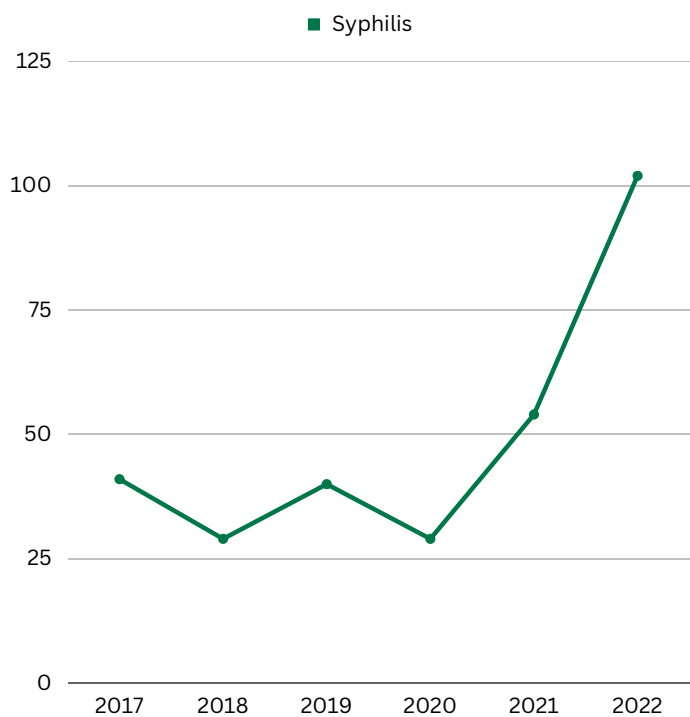
Sexually Transmitted Diseases

A communicable disease is an infectious or transmissible disease spread from person to person, such as influenza, chlamydia, and COVID-19, or spread from animal to person, such as rabies. Rowan County Public Health serves to prevent the spread of infectious diseases through community education, disease surveillance, and outbreak response. Nationally and across North Carolina, there has been an increase in communicable diseases, especially sexually transmitted infections (STIs) in the last five years (2018-2022), with an uptick in 2021-22. STIs are spread primarily via sexual contact through oral, vaginal, and anal sex and by bodily fluids and blood. In Rowan County we have seen the same upward trend with STIs becoming an emerging issue.

Emerging Issues Continued

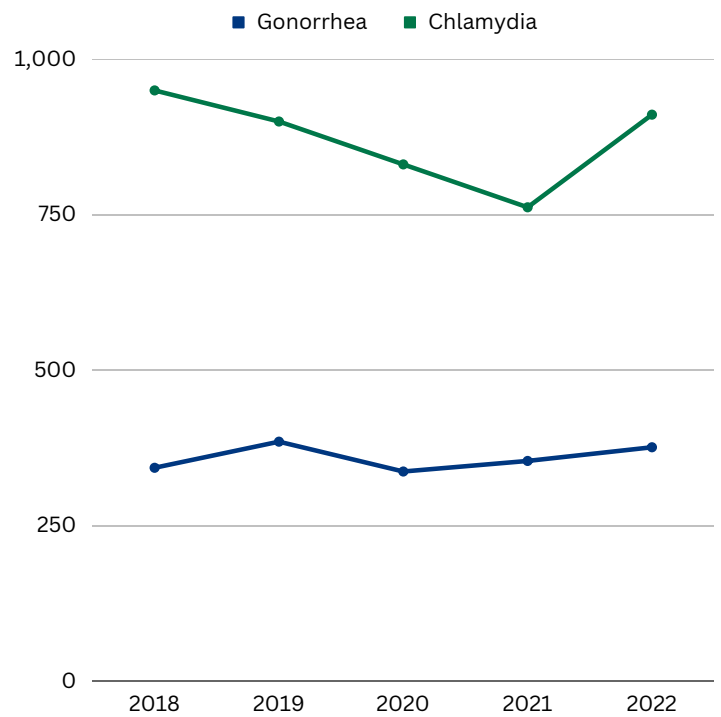
Chlamydia & Gonorrhea

In the last five years, chlamydia and gonorrhea cases and rates have increased. Compared to neighboring counties and the U.S., Rowan County has a significant infection rate. 2021 data reveals Rowan County ranked among the top 20 counties in NC with high rates (per 100,000 people) of chlamydia and gonorrhea. STIs are disproportionately affecting Black men and women at a faster rate than their counterparts. Individuals between the ages of 20-24 years old have seen higher diagnoses compared to any other age group. Rowan County Public Health is committed to addressing these high rates, through education, screening, and exploring grant and partnership opportunities.



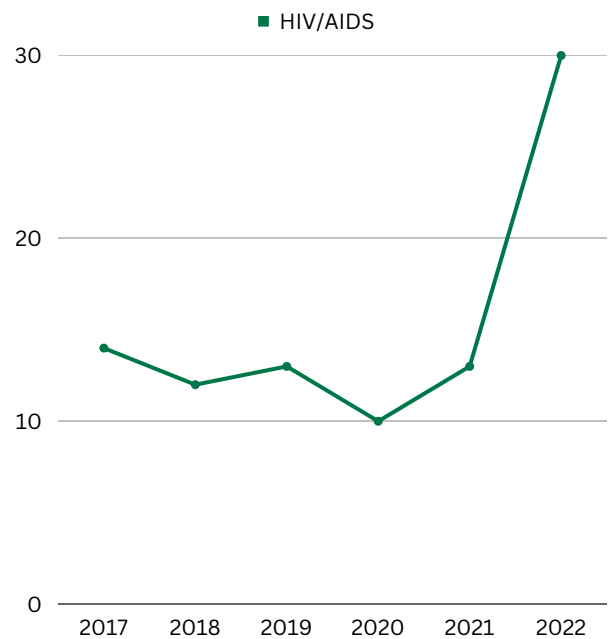
HIV/AIDS

Since the height of the AIDS Epidemic, diagnoses have been decreasing nationwide. However, North Carolina remains in the top 15 states with the highest HIV diagnoses. In 2022, Rowan County had HIV/AIDS (all stages) diagnoses double compared to the last five years (2018-2022). Previously, most diagnoses were found among persons 50-65 years old, but there was a shift with the largest percentage of HIV diagnoses among persons 30-34 and 40-44 years old across the regions. Rowan County Public Health is committed to ending the HIV Epidemic through education, testing, and treatment. The county has multiple Disease Intervention Specialists (DIS) who contact and notify people diagnosed with HIV or AIDS and notify potentially exposed partners. Persons diagnosed with HIV or AIDS are referred to partnering organizations, like Novant Health to ensure individuals receive the appropriate care and remain in care.



Syphilis

An emerging issue nationally is syphilis. Diagnoses have been on the rise especially in newborns (known as congenital syphilis). Statewide, there have been increases in new primary/secondary, early latent, and late/unknown syphilis diagnoses across all regions. Women were up to 1.8 times higher to be diagnosed with syphilis – in all stages – in 2022 compared to men in the last three years. In Rowan County, there is an increase in syphilis cases (primary, secondary, latent, and tertiary). Rowan County Public Health is monitoring cases and working with partnering organizations to ensure individuals who may be at-risk are getting educated and tested.



Emerging Issues Continued

Childhood Development

Education

Rowan-Salisbury School System (RSSS) is the public school system in Rowan County and is comprised of 33 schools and 17,703 students. From 2021-2022, 24 schools have been designated as low-performing, while from 2020-2021, 15 schools were designated as being low-performing. Because the number of low-performing is greater than 50% of the schools in the county, RSSS has been considered a low-performing district. North Carolina Statute required these low-performing schools and districts to create an improvement plan that addresses the necessary growth.

In comparison to the State of North Carolina reading and math performances, RSSS performs at a lower proficiency in grade level and college and career readiness. The National Assessment of Educational Progress reported that all school districts across the state have seen a decline in reading and math skills as a result of the disruption that COVID-19 presented to classroom teaching. North Carolina was among 30 other states and jurisdictions that saw statistically significant declines in both fourth and eighth-grade reaching scores.

Not only did COVID-19 impact how students were obtaining their education and their test scores, but it also impacted student attendance. During 2021-2022, 34.04% of Rowan-Salisbury School students experienced Chronic Absenteeism, meaning that these students are chronically absent from school.

According to this percentage, this means that 6,024 students were chronically absent. The percentage of students who are chronically absent increased by 7.12 percent from the 2020-2021 school year.

A student is deemed as being chronically absent when they are enrolled in a North Carolina public school for at least 10 school days, and the total number of absences is equal to, or greater than, 10 percent of the total number of days that the student has been enrolled at any school during a given school year.

	Rowan-Salisbury Reading Performance	State of NC Reading Performance	Rowan-Salisbury Math Performance	State of NC Math Performance
Not Proficient	66%	52%	70%	50%
Grade Level Proficient	16%	19%	14%	18%
Career Ready	14%	20%	13%	23%
College Ready	<5%	9%	<5%	9%

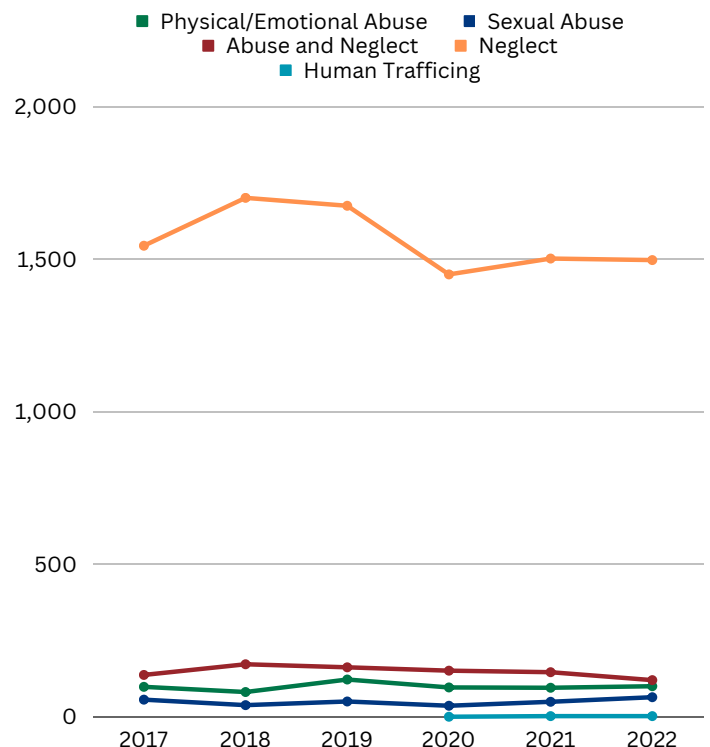
Source: 2021-22 North Carolina School Report Card, Rowan-Salisbury School District Profile.

Trauma

Adverse Childhood Experiences or ACEs are potentially traumatic events that occur during one's childhood (0-17 years old). ACEs can be described as experiencing violence, abuse, or neglect in a child's household, witnessing violence in the home or community, or having a family member attempt, or die by, suicide. In addition to traumatic events experienced in home, the environment can also lead to ACEs. Examples of environmental influences are, substance use problems, mental health problems, and instability due to divorce or household members being incarcerated. ACEs can negatively impact child development. Such events can affect a child's attention span, decision-making skills, and learning, due to their stress-response systems. The more ACEs a child experiences, the higher the risk of them suffering from chronic health conditions such as heart disease and diabetes, poor academic achievement, behavioral problems, and substance use later in adulthood.

Lack of Access to Basic Needs

According to the 2022 Rowan County Child Data Card published each year by NC Child, in 2020, 52.1% of children in Rowan were living in poor or low-income homes. This percentage is an increase from 2019, 50.4%. Due to the COVID-19 pandemic and the continuous rise in inflation, we can assume that there has been an increase in the number of poor or low-income homes since 2020.

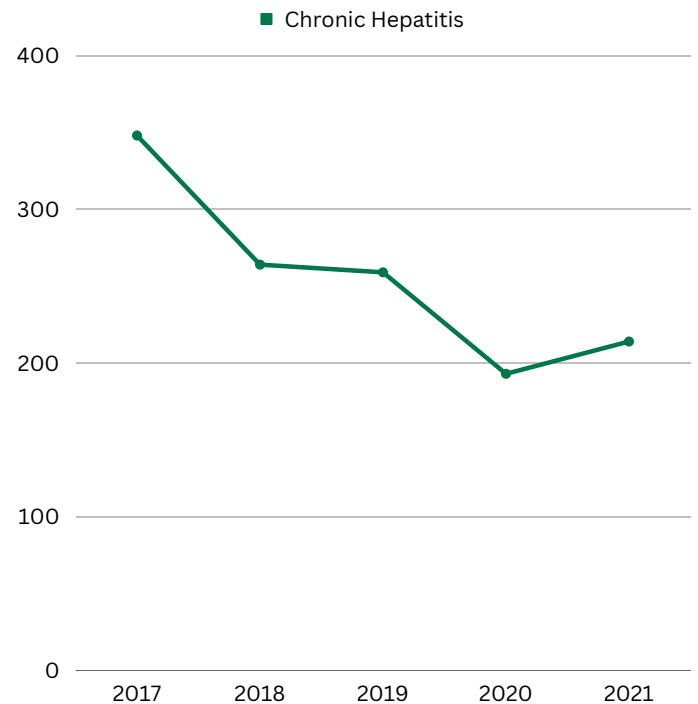
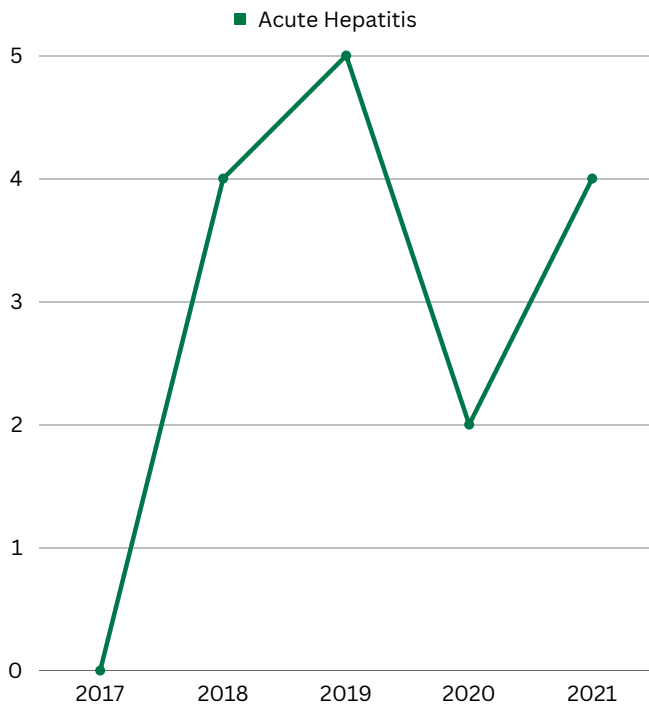


Source: Rowan County Department of Social Services 2017-2022 Reporting

New, Paused or Discontinued Initiatives

Hep C Treatment Program

Hepatitis C (Hep C) is increasing rapidly among young adults across the nation. There have been new reports of Chronic Hepatitis C across multiple generations. New Hepatitis cases are 4 times as high compared to ten years ago. In Rowan County, individuals between the ages of 30-39 had higher acute and chronic Hepatitis C rates (per 100,000 persons) and diagnoses compared to previous years.



Hepatitis C care and treatment remains extremely expensive especially for uninsured patients costing upwards of \$80,000 for an 8- or 12-week regime. To alleviate the financial pressure, Rowan County Public Health has partnered with the Community Care Clinic of Rowan County (CCC) to utilize NC's CHAMP Program to better refer, test, treat, and follow up with patients. The CCC refers clients to the Health Department for Hep C and other STDs screening. The results are then sent back to CCC where they will follow up with clients and apply for a patient assistance program to provide Hep C treatment for positive Hep C patients at no cost. In addition, a Nurse Practitioner at the Health Department has completed Hep C treatment training and begun treating patients within the clinic.

North Carolina Breast and Cervical Cancer Control Program (NC BCCCP)

Rowan County Public Health now offers the North Carolina Breast and Cervical Cancer Control Program (NC BCCCP) which provides free or low-cost breast and cervical cancer screenings to eligible women.

Offered Services

- Cervical cancer screenings (Pap tests, HPV tests)
- Clinical breast exams
- Screening mammograms
- Diagnostic procedures, as indicated (diagnostic mammograms, ultrasounds, colposcopies, breast and cervical biopsies)
- Medical consultations

Eligibility

- Women who are uninsured or underinsured;
- Without Medicare Part B or Medicaid;
- Between ages 40 - 64 for breast screening services and 21 - 64 for cervical screening services;
- Have a household income below 250% of the federal poverty level.



Breast and Cervical Cancer Medicaid (BCCM) pays for treatment for NC BCCCP patients, who are diagnosed with breast or cervical cancer. To be eligible to apply for BCCM, it is preferable that a patient be referred and enrolled in NC BCCCP, prior to being diagnosed with breast and/or cervical cancer. However, patients may be eligible to apply for BCCM after diagnosis of breast and/or cervical cancer (if they meet all other NC BCCCP eligibility criteria). Rowan County Public Health partners with CCC to identify eligible patients for a shared care model. Patients are referred and receive appropriate BCCCP Care at no cost.

New, Paused or Discontinued Initiatives Continued

Lifestyle Medicine

More than 80% of chronic conditions such as diabetes, heart disease, stroke, and arthritis, could be avoided through the adoption of healthy lifestyle recommendations. Unfortunately, it has been well documented that current medical education does not include lifestyle medicine training. In addition, doctors have cited inadequate confidence and lack of knowledge and skills as major barriers to counseling patients about lifestyle intervention. To address this challenge, the Healthy Rowan Coalition provided funding for local healthcare providers to complete the American College of Lifestyle Medicine Core Competencies Course. The completion of this coursework has, and will continue to build internal and external capacity, through staff training within our local healthcare facilities. It will offer patients evidence-based self-care strategies around the 6 pillars of Lifestyle Medicine:

- nutrition
- physical activity
- substance use
- stress
- sleep
- healthy relationships



Specifically, two Nurse Practitioners, Public Health Nursing Supervisor, and the Women's Infant and Children's (WIC) Director from Rowan County Public Health, two Nurse Practitioners from Salisbury Pediatrics, and a Medical Provider from the Community Care Clinic of Rowan completed the training. In addition, the Public Health Nursing Supervisor went on to complete the American Board of Lifestyle Medicine Certification to become a Certified Lifestyle Medicine Diplomat. This certification represents mastery of lifestyle medicine concepts and a commitment toward lifelong learning and system integration in this practice area.

The Core Competencies coursework covers 30 AMA credits in Lifestyle Medicine practice and integration and sets an unprecedented standard for healthcare in Rowan County. Core competencies are defined by a blue-ribbon panel of representatives from the American Academy of Physicians, American Medical Association, American College of Physicians, and others.

As of December 2022, all three clinics have instituted Lifestyle Medicine assessments and prescriptions. In addition, patients from Community Care Clinic are referred to the Stanford Model Chronic Disease Self-Management Program and receive a physical activity resources handout. The handout identifies opportunities to be active in Rowan County such as local parks and organizations (i.e. YMCA, Salisbury Pedal Factory) offering facilities, programs, and/or classes.

Gun Violence Prevention

Salisbury Cease-Fire

In the summer of 2019, the Salisbury NAACP and Salisbury Police Department began partnering together on a local initiative, Salisbury Cease Fire, to address the gun-related assaults that were increasing. The initiative encourages youth and adults to end gun violence by using data to address gun violence in specific areas. This model also uses partnerships with community stakeholders to serve as violence de-escalators to minimize potentially violent situations between related groups. The Salisbury Cease Fire program receives assistance from Salisbury Police Department crime analysts who provide real-time and up-to-date data on violent crime hot spots within the city limits.



Cure Violence Global

Cure Violent Global (CVG) is a violence prevention model that looks at gun violence as a public health issue. This evidence-based model addresses violence using the same methodology as epidemic-reversal strategies, essentially viewing violence as a virus that needs to be cured. In order to "cure violence" this model detects and interrupts potentially violent situations, identifies and changes the thinking and behavior of those most likely to engage in violence, and changes group norms that support and perpetuate the use of violence.

CVG's identified neighborhoods that have a high prevalence of violent crimes, or clusters. The model uses professionals, similar to Peer Support Specialists, who are culturally sensitive and credible messengers to interrupt the continuation of violent behaviors and change community norms around the use of violence.

To date, CVG has conducted a week-long assessment in Salisbury and will determine if our community will support a comprehensive violence prevention initiative.



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: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Valerie Steele, Director
Transit/Airport
DATE: 3/4/23
SUBJECT: GRANT APPLICATION: Rowan Transit Section 5310 Funding Program Application

Rowan Transit System (RTS) Traditional Capital Project requests funding through Section 5310 Funding Program. Project budget is \$150,000 (80% federal share + 20% local match).

These funds will allow RTS funding to service, repair and maintain the vehicles, camera systems, scheduling software systems and wheelchair lifts utilized for transportation of seniors and individuals with disabilities, which allows RTS to continue to provide uninterrupted service to seniors and other individuals with disabilities.

Recommendation:

- Approve the County Manager to sign the Section 5310 Funding Program Application documents
- Approve RTS to submit the completed application for 5310 Funding

ATTACHMENTS:

Description	Upload Date	Type
Section 5310 Funding Application	4/4/2023	Exhibit
Local Share Certificate	4/4/2023	Exhibit

Section 5310 Funding Program Application

Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to City of Concord as noted in the Application Process Section.

Part I – Funding Request

Applicant Information

Organization Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

Project Information

Title: _____

Brief Description:

Service days/hours (if applicable): _____

Estimated Cost per One-Way Trip (if applicable): _____

Estimated Daily Riders per Weekday/Weekend (if applicable): _____

Part II – Project Narrative

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

Expanded Project Description

Please use this space to expand on your project description beyond the brief description provided in Part I of the application.

Project Needs

How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?

Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?

What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.

Does the project provide a service or investment that otherwise would not be available? If so, please explain.

Project Planning and Implementation

Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?

Describe the project timeline and project lifespan?

Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?

When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

Project Budget

Draft Program Management Plan

In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.

Program Effectiveness and Evaluation

How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

Organizational Preparedness

Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.

Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?

Part III – Proposed Project Budget

Project Funding

Local matching funds are required for all application submittals. For projects requiring nontraditional (operating) funds the required match is 50% from non-federal transportation funds. For traditional (capital) projects the required match is 20% + from non-federal transportation funds. Some potential traditional match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.

Total Project Budget

Traditional Federal Share - 80%

Traditional Local Match - 20%

Nontraditional Federal Share - 50%

Nontraditional Local Match - 50%

Local Match Fund Source: _____

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

Local Share Certification for Funding

Rowan County

The local match must be provided from sources other than federal Department of Transportation funds. Guidance is provided in the 5310 Overview about eligible sources of matching funds. Applicants are responsible for verifying the eligibility of non-USDOT federal funds the applicant proposes to use as their local match.

Rowan County will utilize the Traditional Capital Funding at the 80% Federal rate, the 20% local match will be provided using County General Fund.

Requested Funding Amounts			
	Net Project Cost	Local Share	Local Source(s)
Capital (Vehicles & Other)	\$ 150,000	\$ 30,000 (20%)	County General Fund
Operating	\$ 0	\$ 0 (50% of net)	1. 2. 3.
TOTAL	\$ 150,000	\$ 30,000	

I, the undersigned representing **Rowan County** do hereby certify that the required local funds will be available as of **July 1, 2023**.

Signature of Authorized Official

Aaron Church, County Manager

Type Name and Title of Authorized Official

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

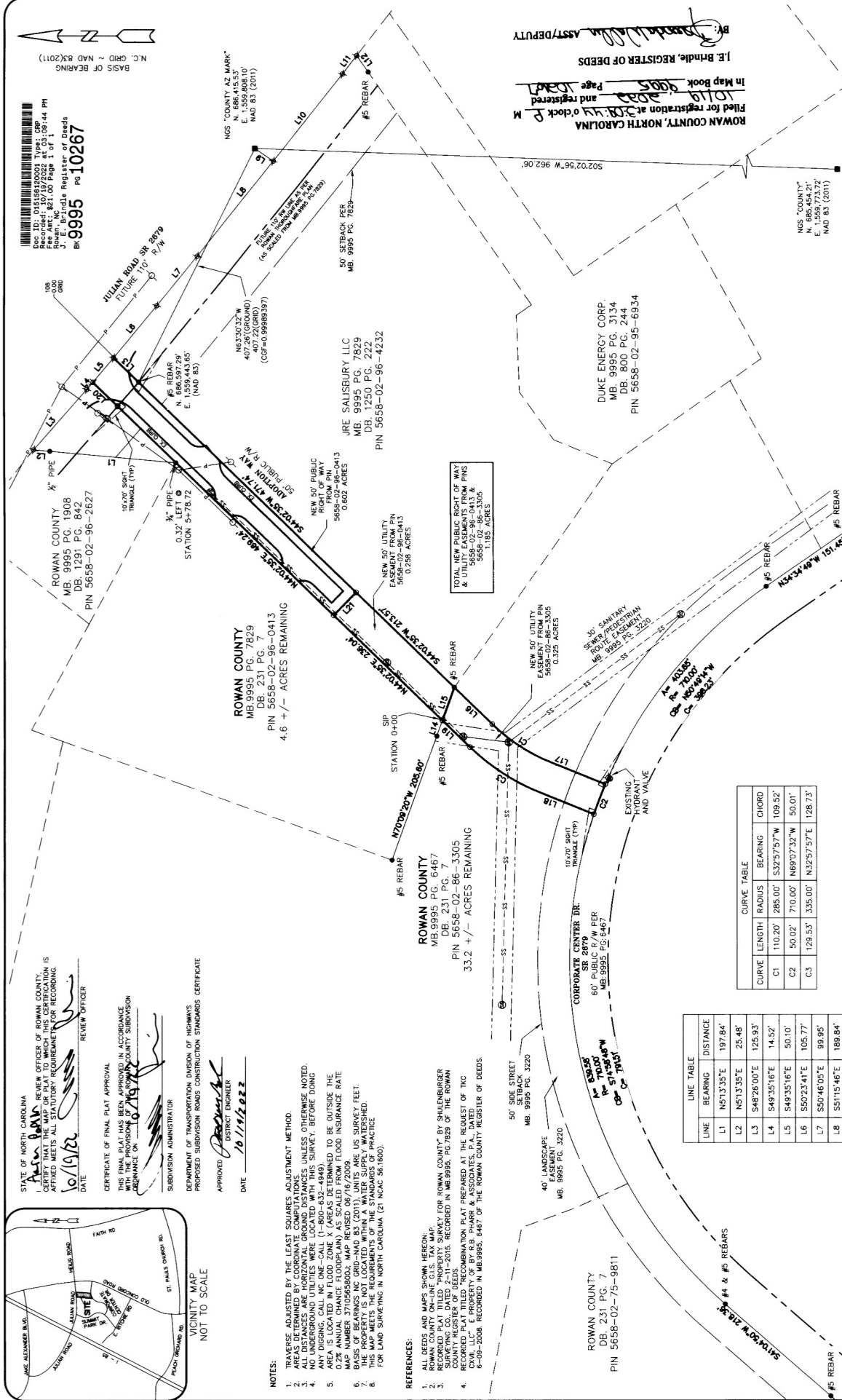
MEMO TO COMMISSIONERS:

FROM: Craig Powers, Director of Engineering and Environmental Services
DATE: 4/17/23
SUBJECT: Petition for Road Addition - Adoption Way

Rowan County has recently constructed a new road called Adoption Way which is a .09 mile roadway located off of Julian Road that serves as access to the Rowan County Animal Shelter. NCDOT has inspected the roadway and all punch list items have been addressed. For NCDOT to assume maintenance of the roadway, Rowan County must petition NCDOT for the road's addition. Attached is the Petition for Road Addition. Staff asks that the Commission authorize the County Manager to sign and submit the petition to the North Carolina Department of Transportation for Adoption Way.

ATTACHMENTS:

Description	Upload Date	Type
Adoption Way Recorded Plat	4/4/2023	Cover Memo
Petition for Addition	4/4/2023	Cover Memo



RIGHT OF WAY & UTILITY EASEMENT SURVEY OF:
NEW PUBLIC RIGHT OF WAY & UTILITY EASEMENT
CONNECTING JULIAN ROAD AND CORPORATE CENTER DRIVE
UTAHER TOWNSHIP, ROWAN CO., NORTH CAROLINA

FOR CLIENT:
ROWAN COUNTY
130 W. INNES ST.
SALISBURY, NC 28154

COMPUTED BY: RCW
DRAWN BY: RCW
CHECKED BY: MLS

DATE: 10-19-2022
REVISED:
JOB NO.: 220703.000

SCALE: 1" = 100'
SCALE IN FEET
0 100 200 300

CHSI
CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0283
45 SHELBY STREET, SUITE 200
CONCORD, NC 28023
© 2022 CHSI
ACAD FILE: 220703.DWG

PLAY CERTIFICATION
I, MARION L. SANDLIN, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN. THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DEEDS OR MAPS RETURNED HEREON. THAT THE AVERAGE RATIO OF PRECISION IS 1:67,700. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE STATE OF NORTH CAROLINA.

• THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19th DAY OF OCTOBER, A.D., 2022.

Marion L. Sandlin, Jr.
10-19-22
PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-3941

STATE OF NORTH CAROLINA
COUNTY OF ROWAN
DISTRICT OF HIGWAYS
DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS CERTIFICATE
APPROVED: *[Signature]* DISTRICT ENGINEER
DATE: 10/11/2022

CERTIFICATE OF FINAL PLAT APPROVAL
THIS FINAL PLAT HAS BEEN APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE ROWAN COUNTY SUBDIVISION ACT, CHAPTER 160A, N.C. GENERAL STATUTES.

REVIEW OFFICER
[Signature]
DATE: 10/19/22

SUBDIVISION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS CERTIFICATE
APPROVED: *[Signature]* DISTRICT ENGINEER
DATE: 10/11/2022

VICINITY MAP
NOT TO SCALE

NOTES:

1. TRANSVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
4. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
5. ANY DIGGING, CALL ONE CALL (1-800-432-4849).
6. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE DATA.
7. THE PROPERTY IS NOT LOCATED WITHIN A WATER SUPPLY WATERSHED.
8. THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 N.C.S. 160.0).

REFERENCES:

1. ROWAN COUNTY ON-LINE C.I.S. TAX MAP.
2. ROWAN COUNTY, NORTH CAROLINA, BY SHALEBURGER SURVEYING CO., DATED 2-11-2015, RECORDED IN MB 9995, PG 7829 OF THE ROWAN COUNTY REGISTER OF DEEDS.
3. ROWAN COUNTY, NORTH CAROLINA, BY SHALEBURGER SURVEYING CO., DATED 2-11-2015, RECORDED IN MB 9995, PG 7829 OF THE ROWAN COUNTY REGISTER OF DEEDS.
4. CIVIL LLC, PROPERTY OF RYAN PHARR & ASSOCIATES, P.A., DATED 6-09-2008, RECORDED IN MB 9995, 6467 OF THE ROWAN COUNTY REGISTER OF DEEDS.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N51°3'35"E	197.84'
L2	N51°3'35"E	25.48'
L3	S46°26'00"E	125.93'
L4	S49°35'16"E	14.52'
L5	S49°35'16"E	50.10'
L6	S50°23'41"E	105.77'
L7	S50°46'05"E	99.95'
L8	S51°15'46"E	189.84'
L9	N34°27'32"E	34.71'
L10	S51°30'53"E	173.60'
L11	S52°41'23"E	36.24'
L12	S54°41'44"W	31.40'
L13	S44°02'35"W	54.47'
L14	N70°09'20"W	26.01'
L15	N70°09'20"W	54.82'
L16	S44°02'35"W	82.51'
L17	S21°53'20"W	91.67'
L18	N21°53'20"E	92.56'
L19	N44°02'35"E	60.04'
L20	N44°02'35"E	53.80'
L21	N45°57'25"W	50.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	110.20'	285.00'	S32°57'57"W	109.52'
C2	50.02'	710.00'	N89°07'32"W	50.01'
C3	129.53'	335.00'	N32°57'57"E	128.73'

LEGEND

- CONCRETE MONUMENT
- SP (#5 REBAR & CAP)
- HYDRANT (ENCASED)
- WATER VALVE
- POWER POLE
- BOUNDARY LINE (BY DEED OR PLAT)
- BOUNDARY LINE (AS SURVEYED)
- EASEMENT LINE
- THE LINE
- OVERHEAD POWER LINE
- FENCE LINE

Date Petition Received by NCDOT: _____

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Rowan Road Name: Adoption Way
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: n/a Length (miles): 0.09

Number of occupied homes having street frontage: 3 businesses Located (miles): 0.23

miles N ☐ S ☒ E ☐ W ☐ of the intersection of Route SR2528 and Route SR1002.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Adoption Way in
Rowan County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name and Signature: W. Craig Powers, PE  Phone Number: 704-216-8606

Street Address: _____

Mailing Address: P.O. Box 430, East Spencer, NC 28039

Email Address: craig.powers@rowancountync.gov

PROPERTY OWNERS

<u>Printed Name and Signature</u>	<u>Mailing Address</u>	<u>Telephone</u>
Rowan County Government,	130 W. Innes St, Salisbury, NC 28144	704-216-8180

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the Petition for Road Addition form. Construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY:

Date Petition Received by NCDOT: _____

Please check the appropriate block:

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Furthermore, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes, and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 04/17/2023
SUBJECT: Budget Amendments

Please see attached budget amendments.

board of Commissioners to approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
budget amendments	4/5/2023	Cover Memo
Additional Budget Amendments	4/12/2023	Cover Memo

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7891



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

March 27, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to budget awarded funding from the Marlam & Robert Hayes Charitable Trust aka Cannon Grant.

Kind Regards,

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

Alyssa Harris, Public Health Director

G/L ACCOUNT - MASTER INQUIRY

Org code: 11452286 DENTAL CLINIC RSTRCT REVENUE
 Object code: 464007 CANNON-PED DENTAL CLINIC
 Project code:

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5105 DENTAL CLINIC
 Department 5100 HEALTH DEPARTMENT
 Division 5150 DENTAL
 Program 5228 DENTAL CLINIC
 Activity 365 RESTRICTED FUNDING
 Type 4 REVENUES

Full description: CANNON-PED DENTAL CLINIC
 Reference Acct:

Short desc: CAN-PED DC

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
		COMMISSION
		APPROVED

increase
\$40,000

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155228	DENTAL CLINIC EXPENDITURES	Type:	E
Object code:	575035	C/A - VEHICLES	Status:	A
Project code:	43100	CANNON FOUNDATION GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5105	DENTAL CLINIC		
Department	5100	HEALTH DEPARTMENT		
Division	5150	DENTAL		
Program	5228	DENTAL CLINIC		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	43100	CANNON FOUNDATION GRANT		

Full description: C/A - VEHICLES
Reference Acct:

Short desc: C/A-VEHICL
Auto-encumber? (Y/N) N

	CURRENT YEAR MONTHLY AMOUNTS				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER		BUDGET
00	.00	.00	.00		.00
01	.00	.00	.00		.00
02	.00	.00	.00		.00
03	.00	.00	.00		.00
04	.00	.00	.00		.00
05	.00	.00	.00		.00
06	.00	.00	.00		.00
07	.00	.00	.00		.00
08	.00	.00	.00		.00
09	.00	.00	.00		.00
10	.00	.00	.00		.00
11	.00	.00	.00		.00
12	.00	.00	.00		.00
13	.00	.00	.00		.00
Tot:	.00	.00	.00		.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	original Budget .00
Encumbrances	.00	Budget Tranfr In .00
Requisitions	.00	Budget Tranfr Out .00
Total	.00	Carry Fwd Budget .00
Available Budget	.00	Carry Fwd Bud Tfr .00
Percent Used	.00	Revised Budget .00
Inceptn to SOY	.00	Inceptn Orig Bud .00
		Inceptn Revsd Bud .00
Entumb-Last Yr	.00	DEPARTMENT .00
Actual-Last Yr	.00	MANAGER .00
Estim-Actual	.00	PRESENT .00
	.00	COMMISSION .00
		APPROVED .00

*increase
\$40,000*

GRANT AGREEMENT BY AND BETWEEN

Mariam & Robert Hayes Charitable Trust

AND

Rowan County Department of Public Health

THIS GRANT AGREEMENT (the "Agreement") is made and entered into the 7th day of March 2023, by and between Mariam & Robert Hayes Charitable Trust (the "Trust") and Rowan County Department of Public Health (the "Recipient").

WITNESSETH:

A. The Recipient is a not-for-profit corporation organized and existing under the laws of the State of North Carolina and is recognized as tax exempt by the Internal Revenue Service pursuant to Sections 501(c)(3), 509(a) and 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

B. The Recipient requested a grant from the Trust in the amount of forty thousand dollars (\$40,000) (the "Grant") to support the Dental Outreach (the "Project").

C. The Trust desires to make the Grant to Recipient to be used to support the Project.

D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants herein contained, the receipt of which is acknowledged, the parties agree as follows:

I. THE GRANT

1.1 Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.

1.2 The Trust agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.

1.3 The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Trust. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Trust shall request. The annual report shall be due to the Trust annually on the anniversary of the distribution of the Grant to the Recipient. Within thirty days of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Trust detailing the information required in an annual report. The Trust may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

1.4 The Recipient shall use the Grant exclusively for charitable purposes described in Sections 501(c)(3) and 170(b)(1)(A) of the Code and as described in this Article.

II. RECOGNITION

In the event that the Recipient wishes to recognize the Trust or the Grant in any publications, press releases, announcements or otherwise, the Recipient must receive prior written approval from the Trust. All advertising, publication, display or other use of the Trust's name shall be in good taste and shall not violate community standards so as not to damage the reputation of any party.

III. UNFORESEEABLE CIRCUMSTANCES AND TERMINATION

3.1 In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

3.2 This Agreement shall terminate upon the earlier to occur of (i) the Trust's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

IV. TAX STATUS

The Recipient affirms it is recognized as tax exempt by the Internal Revenue Service pursuant to Section 501(c)(3), 509(a) and 170(b)(1)(A) of the Code. The Recipient shall notify the Trust of any change in its tax status or if its tax status is under audit or being reviewed by the Internal Revenue Service for tax years before the award of the Grant or during any period that Grant funds are being expended.

V. MISCELLANEOUS

5.1 Jurisdiction. This Agreement is executed in and shall be governed by the laws of the state of North Carolina.

5.2 Amendment. This Agreement may be amended at any time upon written agreement signed by all parties.

5.3 Non-Waiver. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

5.4 Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.

5.5 Assignment. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

5.6 Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Trust and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Trust: Mariam & Robert Hayes Charitable Trust
P.O. Box 548
Concord, NC 28026

If to the Recipient: Rowan County Department of Public Health
1811 East Innes St
Salisbury, North Carolina 28146

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first written above.

Mariam & Robert Hayes Charitable Trust

By:

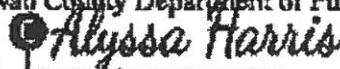


Name: Joseph C. Hunter

Title: Secretary

Rowan County Department of Public Health

By:



Name: Alyssa Harris

Title: Public Health Director

BA-09-951 - BOC 04-17

Final Audit Report

2023-03-30

Created:	2023-03-30
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsThD0MapeP1YeHD-NJHI_qC8dmyepidS

"BA-09-951 - BOC 04-17" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-03-30 - 3:09:09 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-03-30 - 3:09:42 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-03-30 - 8:35:24 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-03-30 - 8:35:24 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

MENTAL REQUEST FOR BUDGET ACTION

To sign the budget for awarded funding from Vital Strategies Grant.

Reviewed:

[illegible]

Apr 3, 2023

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7891



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

April 3, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget for awarded funding from the North Carolina Community Foundation, Inc's Vital Strategies Grant.

Kind Regards,

A handwritten signature in black ink that reads "Alyssa Harris". The signature is written in a cursive, flowing style.

Alyssa Harris, Public Health Director

This was approved at Nov 21, 2022 BDC meeting as
a consent agenda item. Back-up is attached.

ROWAN COUNTY
 PAYROLL WORKSHEET
 POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name					
Position Title					
Hours (per week)	40	Increase		Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 24,362.00	\$ -	\$ -	\$ 24,362.00
	\$1,000				
Health Insurance	/ Mo	3,000.00	-	-	3,000.00
Medicare	1.45%	354.00	-	-	350.00
Retirement	12.85%	3,131.00	-	-	3,140.00
Social Security	6.20%	1,511.00	-	-	1,520.00
Workers Comp (Varies)	2.00%	488.00	-	-	480.00
401(k)	3.00%	731.00	-	-	740.00
Total Salary / Benefits		33,577.00	-	-	33,612.00
Other Costs					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ 33,577.00	\$ -	\$ -	\$ 33,612.00



100 Broadway, 4th Floor
New York, NY 10003, USA

+1 212 500 5720
vitalstrategies.org

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Dear Alyssa Harris,

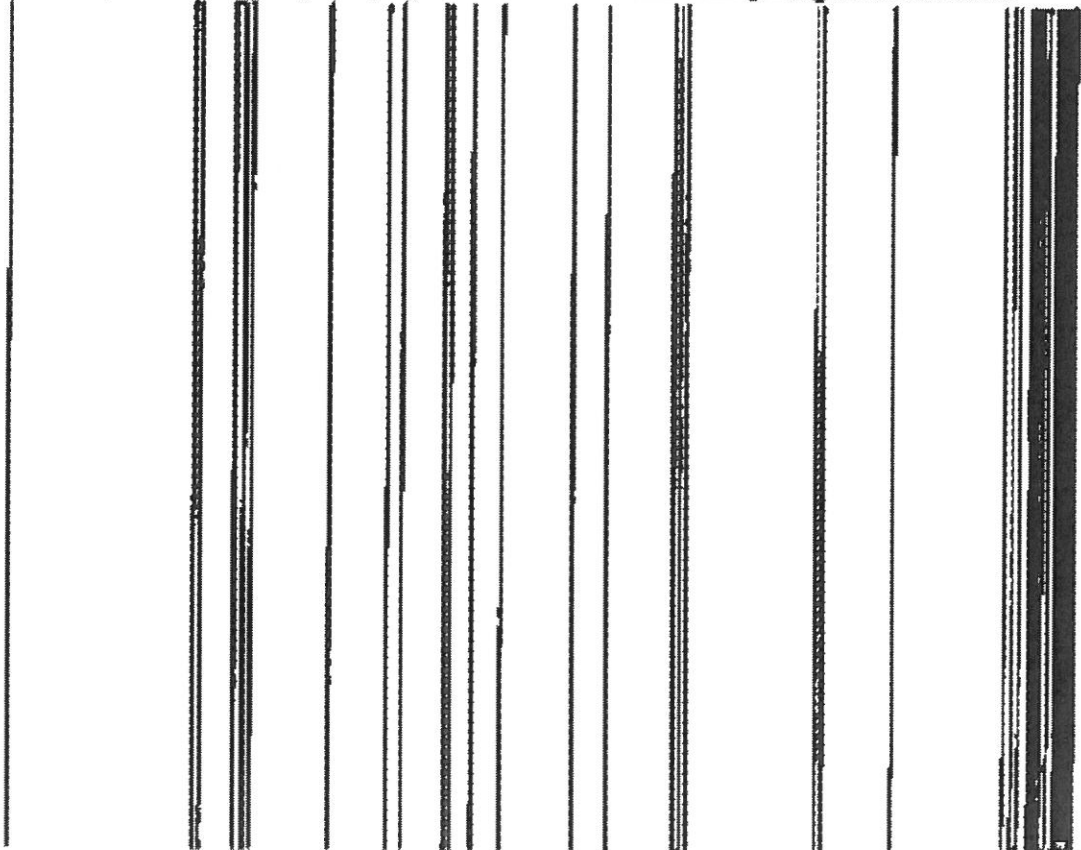
Vital Strategies is pleased to provide this letter as confirmation that your application to our *Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions* RFA has been fully reviewed and approved. We thank you for your thoughtful planning and the steps you are taking to build a health-oriented approach to overdose prevention in your county.

Your application has been approved in the amount of \$69,995.00 annually for a duration of three years. After the receipt of signed acknowledgment by an authorized county signatory, the first annual installment will be disbursed to your county via the North Carolina Community Foundation with whom we have contracted for the administration of this grant program.

The Foundation will contact Amy Smith, Rowan County Public Health Educator regarding any additional administrative steps required to receive these funds, with an anticipated disbursement in mid-January. Quarterly reporting requirements will be communicated with disbursement of the first payment once the signed letter has been received and confirmed.

This grant from Vital Strategies is intended to supplement your county's commitment to allocate funds from opioid litigation settlements towards Option A: Strategies 7 (Naloxone Distribution) and 8 (Syringe Service Program), as expressed in your application. By signing this letter and accepting funds, you are reaffirming this commitment to support community-based harm reduction interventions with settlement funds and acknowledging that future disbursements from this grant may be withheld if the commitment is not substantially upheld by your county.

Once again, thank you for your thoughtful proposal and commitment to integrating harm reduction



G/L ACCOUNT - MASTER INQUIRY

Org code:	1145270	PORT PROGRAM REVENUE	Type:	R
Object code:	464061	PORT PROGRAM - GRANTS	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	353	LOCAL FUNDING		
Type	4	REVENUES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: PORT PROGRAM - GRANTS Short desc: PORT-GRNTS
Reference Acct:

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to 50Y	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$69,995

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	510005	SALARIES-REGULAR	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: SALARIES-REGULAR
 Reference Acct:

Short desc: SAL-REG
 Auto-encumber? (Y/N) N

	----- CURRENT YEAR MONTHLY AMOUNTS -----			
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

	----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	.00	Original Budget	.00	
Encumbrances	.00	Budget Tranfr In	.00	
Requisitions	.00	Budget Tranfr Out	.00	
Total	.00	Carry Fwd Budget	.00	
Available Budget	.00	Carry Fwd Bud Tfr	.00	
Percent Used	.00	Revised Budget	.00	
Inceptn to 50Y	.00	Inceptn Orig Bud	.00	
		Inceptn Revsd Bud	.00	
Encumb-Last Yr	.00	DEPARTMENT	.00	
Actual-Last Yr	.00	MANAGER	.00	
Estim-Actual	.00	PRESENT	.00	
	.00	COMMISSION	.00	
		APPROVED	.00	

Incurred
 \$24,362

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	520005	HEALTH INSURANCE	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: HEALTH INSURANCE Short desc: HLTH INSUR
Reference Acct: Auto-encumber? (Y/N) N

	CURRENT YEAR MONTHLY AMOUNTS			
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
		COMMISSION
		APPROVED

increase
\$3,000

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	520010	MEDICARE TAX	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: MEDICARE TAX
Reference Acct:

Short desc: MEDI TAX
Auto-encumber? (Y/N) N

	----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER		BUDGET
00	.00	.00	.00		.00
01	.00	.00	.00		.00
02	.00	.00	.00		.00
03	.00	.00	.00		.00
04	.00	.00	.00		.00
05	.00	.00	.00		.00
06	.00	.00	.00		.00
07	.00	.00	.00		.00
08	.00	.00	.00		.00
09	.00	.00	.00		.00
10	.00	.00	.00		.00
11	.00	.00	.00		.00
12	.00	.00	.00		.00
13	.00	.00	.00		.00
Tot:	.00	.00	.00		.00

----- CURRENT YEAR TOTAL AMOUNTS -----		
Actual (Nemo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to \$0Y	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
ACTUAL-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$354

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155270 PORT PROGRAM EXPENDITURES Type: E
 Object code: 520015 RETIREMENT Status: A
 Project code: 52434 VITAL STRATEGIES GRANT Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5135 CARE MANAGEMENT
 Program 5270 PORT PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 52434 VITAL STRATEGIES GRANT

Full description: RETIREMENT
 Reference Acct:

Short desc: RETIREMENT
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$3,131

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	520020	SOCIAL SECURITY TAX	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: SOCIAL SECURITY TAX
 Reference Acct:

Short desc: SS TAX
 Auto-encumber? (Y/N) N

	----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER		BUDGET
00	.00	.00	.00		.00
01	.00	.00	.00		.00
02	.00	.00	.00		.00
03	.00	.00	.00		.00
04	.00	.00	.00		.00
05	.00	.00	.00		.00
06	.00	.00	.00		.00
07	.00	.00	.00		.00
08	.00	.00	.00		.00
09	.00	.00	.00		.00
10	.00	.00	.00		.00
11	.00	.00	.00		.00
12	.00	.00	.00		.00
13	.00	.00	.00		.00
Tot:	.00	.00	.00		.00

	----- CURRENT YEAR TOTAL AMOUNTS -----		
Actual (Memo)	.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

increase
\$1,511

G/L ACCOUNT - MASTER INQUIRY

org code: 1155270 PORT PROGRAM EXPENDITURES Type: E
 Object code: 520025 WORKERS COMPENSATION Status: A
 Project code: 52434 VITAL STRATEGIES GRANT Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5135 CARE MANAGEMENT
 Program 5270 PORT PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 52434 VITAL STRATEGIES GRANT

Full description: WORKERS COMPENSATION
 Reference Acct:

Short desc: WKER COMP
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	carry fwd Budget
Available Budget	.00	carry fwd bud and Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase \$488

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	520030	401(K) CONTRIBUTIONS	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: 401(K) CONTRIBUTIONS Short desc: 401K CONTR
Reference Acct: Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS	
Actual (Memo)	.00 original Budget
Encumbrances	.00 Budget Tranfr In
Requisitions	.00 Budget Tranfr Out
Total	.00 Carry Fwd Budget
Available Budget	.00 Carry Fwd Bud Tfr
Percent Used	.00 Revised Budget
Inceptn to SOY	.00 Inceptn Orig Bud
	.00 Inceptn Revsd Bud
Encumb-Last Yr	.00 DEPARTMENT
Actual-Last Yr	.00 MANAGER
Estim-Actual	.00 PRESENT
	.00 COMMISSION
	.00 APPROVED

increase
\$721

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155270 PORT PROGRAM EXPENDITURES Type: E
 Object code: 554000 ADVERTISING Status: A
 Project code: 52434 VITAL STRATEGIES GRANT Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5135 CARE MANAGEMENT
 Program 5270 PORT PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 52434 VITAL STRATEGIES GRANT

Full description: ADVERTISING
 Reference Acct:

Short desc: ADVERTISING
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$1525

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155270 PORT PROGRAM EXPENDITURES
 Object code: 558000 TRAVEL
 Project code: 52434 VITAL STRATEGIES GRANT

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5135 CARE MANAGEMENT
 Program 5270 PORT PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 52434 VITAL STRATEGIES GRANT

Full description: TRAVEL
 Reference Acct:

Short desc: TRAVEL
 Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	.00	Carry Fwd Budget
Available Budget	.00	Carry Fwd Bud Tfr
Percent Used	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

increase
\$4402

G/L ACCOUNT - MASTER INQUIRY

Org code:	1155270	PORT PROGRAM EXPENDITURES	Type:	E
Object code:	561045	MEDICAL SUPPLIES	Status:	A
Project code:	52434	VITAL STRATEGIES GRANT	Budgetary:	Y
Fund	1010	GENERAL FUND		
Function	51	HUMAN SERVICES		
Sub Function	5115	CHILD HEALTH & PRIMARY CARE		
Department	5100	HEALTH DEPARTMENT		
Division	5135	CARE MANAGEMENT		
Program	5270	PORT PROGRAM		
Activity	000	NON ACTIVITY		
Type	5	EXPENDITURES		
Project	52434	VITAL STRATEGIES GRANT		

Full description: MEDICAL SUPPLIES
 Reference Acct:

Short desc: MEDICAL SU
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
		COMMISSION	.00
		APPROVED	.00

increase
\$30,491

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 704-216-8180 • Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

November 21, 2022 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director Anna Bumgarner 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.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds added a request to consider budget amendments from Finance Director Anna Bumgarner. The issue was added as Item #7a.
- Chairman Edds added a request to the Consent Agenda from County Attorney Jay Dees for Century Communities Southeast, LLC for roadway access to National Guard Road. The issue was added to the Consent Agenda as Item AB.
- Chairman Edds added a Resolution for the Clerk to the Board to the agenda under Special Recognition as Item #2b.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the minutes of the November 1, 2022 and November 7, 2022 Commission Meetings passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Donation from Keeping K-9s in Kevlar
- B. Transit Advisory Board - Updated Bylaws
- C. Nonpublic Forum Recommendation
- D. Updated Resolution for Appointment Process for Boards and Commissions
- E. Tax Refunds for Approval
- F. Updated West End Plaza Event Center Rental Contract
- G. Schedule Public Hearing for ZTA 04-22
- H. Resolution to Award Service Sidearm to Retiring Sheriff Kevin Auten
- I. Resolution to Award Service Sidearm to Retiring Chief Deputy David Ramsey
- J. Resolution to Award Service Sidearm to Retiring Major John Stifford
- K. Resolution to Award Service Sidearm to Retiring Major Chad Moose
- L. Resolution to Award Service Sidearm to Retiring Captain Randy St. Clair
- M. Resolution to Award Service Sidearm to Retiring Lieutenant Carmon Williams
- N. Resolution to Award Service Sidearm to Retiring Detective Phillip "Lane" Kepley
- O. Resolution to Award Service Sidearm to Retiring Deputy Brad Bebbler
- P. Resolution to Award Service Sidearm to Retiring Deputy Shauna Wale
- Q. Schedule Public Hearing for Z 09-22: RP Salisbury Partners LLC, for December 5, 2022 at 6:00 PM
- R. Schedule Public Hearing for ZTA 05-22: SNIA Designations and Land Use Plan Recommendations, for December 5, 2022
- S. Sole-Source Mercury Medical
- T. Rowan County Travel Policy
- U. Sheriff's Bond
- V. Position Requested as Part of Opioid Settlement
- W. Rowan County Health Department - Grant Opportunities
- X. Adoption of 2023 Schedule of Values
- Y. Rowan County Visitation Station Program
- Z. Authorize the Manager to Enter into a Contract with Pete Bogle for Cost Estimate and Preliminary Design for Rowan Transit
- AA. Consider Offer to Purchase County-Owned Property On Flat Rock Road
- AB. Century Communities Southeast, LLC Permission to Access National Guard Road (Addition to the Consent Agenda. See documentation below.)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
 TELEPHONE: 704-316-8180 • FAX: 704-316-8195

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director

DATE: November 11, 2022

SUBJECT: Rowan County Health Department - Grant Opportunities

Rowan County Public Health has several opportunities for grant proposals to meet the needs of citizens. Grant funding will allow us to reach strategic goals and provides a supplement to County funds in the areas of dental health, family planning, Care Management for High Risk Pregnancies, and substance use.

We respectfully request the Board of Commissioners to approve the Rowan County Health Department to apply for these funding opportunities.

ATTACHMENTS:

Description	Upload Date	Type
<u>SBAR - RCHD - CMHSP</u>	11/14/2022	Backup Material
<u>SBAR - RCHD - Vital Statistics</u>	11/14/2022	Backup Material
<u>SBAR - RCHD - Narcotic Distribution</u>	11/14/2022	Backup Material
<u>SBAR - RCHD - Family Planning</u>	11/14/2022	Backup Material
<u>SBAR - RCHD - Dental Grants</u>	11/14/2022	Backup Material

BA-10-046 - BOC 04-17

Final Audit Report

2023-04-04

Created:	2023-04-03
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2023

Encumbrances & Reservations

2023 Available 2023 Percent
0.00 20.71

2022 Actual 2022 Budget
50,114.39 50,000.00

2023 Budget
50,000.00

2023 Description
SALES & USE TAX

2023 Object
590000

2023 CTR
635-6560

Object	Account	Description	Year	Ref	Regulations	2022 Actual	2022 Budget	2023 Available	2023 Percent	Eff Date	Post Date	Src	Y	Ref1	Ref2	Reference Amount	R
590000	635-6560	SALES & USE TAX	2023	19		0.00	50,000.00	0.00	20.71	04/06/2023	04/06/2023	AM	1	245	217969	8,711.83	M
590000	635-6560	SALES & USE TAX	2023	9		282				02/07/2023	02/07/2023	GEN	1	M5	217969	16.40	Y
590000	635-6560	SALES & USE TAX	2023	9		41				03/18/2023	03/18/2023	AM	1	000245	217969	3,483.63	Y
590000	635-6560	SALES & USE TAX	2023	8		201				02/08/2023	02/08/2023	GEN	1	M5	217969	14.15	Y
590000	635-6560	SALES & USE TAX	2023	8		344				02/07/2023	02/07/2023	AM	1	000245	217969	4,885.28	Y
590000	635-6560	SALES & USE TAX	2023	7		322				04/18/2023	04/18/2023	AM	1	M5	217969	7.86	Y
590000	635-6560	SALES & USE TAX	2023	7		28				02/08/2023	02/08/2023	AM	1	000245	217969	1,641.74	Y
590000	635-6560	SALES & USE TAX	2023	6		379				12/18/2022	12/18/2022	GEN	1	M5	217969	17.69	Y
590000	635-6560	SALES & USE TAX	2023	6		275				12/07/2022	12/07/2022	AM	1	000245	217969	3,721.81	Y
590000	635-6560	SALES & USE TAX	2023	5		481				11/17/2022	11/17/2022	GEN	1	M5	217969	9.62	Y
590000	635-6560	SALES & USE TAX	2023	5		187				12/28/2022	12/28/2022	AM	1	000245	217969	8,690.35	Y
590000	635-6560	SALES & USE TAX	2023	4		509				10/28/2022	10/28/2022	GEN	1	M5	217969	17.79	Y
590000	635-6560	SALES & USE TAX	2023	4		47				10/07/2022	10/07/2022	AM	1	000245	217969	7,438.07	Y
590000	635-6560	SALES & USE TAX	2023	3		480				09/21/2022	09/21/2022	GEN	1	M5	217969	5.35	Y
590000	635-6560	SALES & USE TAX	2023	3		134				09/09/2022	09/09/2022	AM	1	000245	217969	10,524.71	Y
590000	635-6560	SALES & USE TAX	2023	2		493				08/25/2022	08/25/2022	GEN	1	U-18	217969	8.22	Y
590000	635-6560	SALES & USE TAX	2023	2		43				08/02/2022	08/02/2022	AM	1	000245	217969	8,305.24	Y

AVE 4,648.50
12,402.85
12,778.95

Rowan County



YTD BUDGET REPORT - MARCH 2023 AIRPORT FUEL REVENUE & SALES TAX EXPENSE

FOR 2023 09

ACCOUNTS FUND	GENERAL	DEVELOP	ACTUAL YTD	ACTUAL YTD	PERCENTAGE
0030 AIRPORT FUND	ESTD REV	EST REV	REVENUE	REVENUE	ESTD COL
0044300 AIRPORT OPER REVENUES					
453045 FUEL REVENUE	-800,000.00	-800,000.00	-889,894.78	-87,764.98	89,894.78 111.2%
TOTAL AIRPORT OPER REVENUES	-800,000.00	-800,000.00	-889,894.78	-87,764.98	89,894.78 111.2%
0054550 AIRPORT OPER EXPENDITURES					
590088 SALES & USE TAX	65,000.00	65,000.00	52,572.96	3,302.23	12,427.04 80.9%
TOTAL AIRPORT OPER EXPENDITURE	65,000.00	65,000.00	52,572.96	3,302.23	12,427.04 80.9%
TOTAL AIRPORT FUND	-735,000.00	-735,000.00	-837,321.82	-84,462.75	102,321.82 113.0%
TOTAL REVENUES	-800,000.00	-800,000.00	-889,894.78	-87,764.98	89,894.78
TOTAL EXPENSES	65,000.00	65,000.00	52,572.96	3,302.23	12,427.04

BA-10-054 - BOC 04-17

Final Audit Report

2023-04-04

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:

To adjust budget from Federal Fiscal Year 2022 Grant
Funding Award from City of Concord for FTA Section 5310

Prepared by: Kristy Livingston
Date: 3-21-02

BUDGET INFORMATION:[illegible]

Anna F. Bumgarner

Apr 4, 2023

Sharpless, Teresa F.

From: Cowden, Kristy
Sent: Thursday, March 23, 2023 2:54 PM
To: Bevis, Lisa F; Sharpless, Teresa F.
Cc: Steele, Valerie S
Subject: FFY 2022 - 5310 City of Concord Grant BA
Attachments: Rowan County Summary of 5310 Grants.xlsx

Ladies,

I could not key this BA myself because this one will require funding from Appropriated Fund BA1 to balance Revenues with Expenditures.

I will try to explain why the BA does not match the total allocated from the FFY 2022 Agreement. Last year at budget season, we did not know the exact carryover amount so we were told just put \$25,000 and we would make the adjustment after the FY 2023 fiscal year began. In August, the carryover adjustment was added. Both times, RTS has no idea that we had not been awarded the FFY 2021 grant of \$96,000. We did not find out until I reached out to City of Concord last month to verify all of our awarded grant funding and amounts so both entities had the same balances. The FFY 2021 funds were included in the carryover BA in August 2022. To make the balance corrections, I only prepared the BA for the outstanding amount. If I have prepared it incorrectly let me know.

These funds will be carried over into FY 2024 as well. The attachments include the BA, a spreadsheet documenting all the 5310 funds, the MUNIS printout of the Federal Portion with notations, and the original BA for the carryover from August of 2022.

Call me if you need further clarification.

Thanks!
Kristy



NORTH CAROLINA

Be an original.

Kristy Cowden
Accounting Specialist II
Rowan Transit System
2726 Old Concord Rd, Salisbury, NC, 28146
|w| 704-216-8890 |f| 704-216-7978
www.rowancountync.gov

UPDATED 5310 CITY OF CONCORD GRANT FUNDING (Federal 80% - Local Share 20%)

Grant #	Est Date	Total	Federal 80%	Local 20%	Budget Remaining	Expires	Total Allocations	Allocated To	Comments
2020-065-00	9/16/2019	\$ 15,483.00	\$ 12,386.40	\$ 3,096.60	\$ 8,194.00	3/30/2024	\$ 8,194.00	Preventative Maintenance	**Carried over from FY22
2020-082-00	9/15/2020	\$ 130,800.00	\$ 104,640.00	\$ 26,160.00	\$ 130,800.00	3/31/2025	\$ 6,250.00	Preventative Maintenance	**Carried over from FY22
2022-040-00	7/22/2022	\$ 150,000.00	\$ 120,000.00	\$ 30,000.00	\$ 130,000.00	3/30/2028	\$ 123,750.00	New Scheduling Software and Camera System for vehicles	\$-20-13 - NOT Approved Agreement
					\$ 130,000.00		\$ 85,000.00	Preventative Maintenance	
							\$ 45,000.00	Annual costs for Scheduling Software and Camera System for vehicles	
Total		\$ 275,483.00	\$ 224,626.40	\$ 50,856.60	\$ 269,194.00		\$ 308,194.00		
							\$ 99,444.00	Preventative Maintenance portion \$319 @ unit will cover	Move to C/A Technology Line
							\$ 169,750.00	New Scheduling Software and Camera Systems	1154929-575010-64537

ORIGINAL BUDGET AND CARRYOVER INFORMATION FOR FY 2023

Original Budget beginning in FY 2023 \$ 25,000.00
 Aug 2022 Budget Amendment for FY 23 Carryover \$ 187,500.00
 \$ 212,500.00

***NOTE: R15 was made aware when we were with the FY 2022 Agreement, we did NOT receive the \$96,000 FY 2021 grant. The \$96,000 was included in the August Budget Amendment.

2023 The City of Concord has the 2023 Agreement to receive the grant funding allocations.

5310 City of Concord
80% (R)

Account

Fund 1010 GEN FD 1010-43-4500-4529-0000-000-4-431001-64527
 Org 1144529 OPER REV
 Object 431001 FED GRANT
 Project 64527 ☒ URBAN TRANSPORTATION ROLUP
 Type Sub-Rollup
 Acc1
 Acc1 name
 Revenue
 Status
 Active

11/10/21

4 Year Comparison

History

4 Year Graph

History Graph

Yr/Par 2023/09	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021
Original Budget	-25,000.00	.00	.00
Transfers In	-187,389.00	-57,843.00	.00
Transfers Out	.00	.00	.00
Revised Budget	-212,889.00	-57,843.00	.00
Actual (Memo)	-14,827.45	-36,463.76	.00
Encumbrances	.00	.00	.00
Requisitions	.00	.00	.00
Available	-197,561.55	-21,381.24	.00
Percent Used	6.98	63.04	.00

FFY19 Remaining
 FFY20
 FFY22
 TOTAL

09 - 0 CURRENT
 10 000 - FFY22 FUNDING
 11 000 - FFY22 FUNDING
 12 000 - FFY22 FUNDING
 13 000 - FFY22 FUNDING
 14 000 - FFY22 FUNDING
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 99 000 - FFY22 FUNDING
 100 000 - FFY22 FUNDING

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Aug. 2022
BA.

EXPLANATION IN DETAIL:

Prepared by: Kristy Livingston
Date: 8/12/2022

[illegible]

Posted
8/8/22
on SOC
9/6/22
agenda

BA-10-081 - BOC 04-17

Final Audit Report

2023-04-04

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By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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DEPARTMENTAL REQUEST FOR BUDGET ACTION

4/3/2023

[illegible]

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:	County of Rowan
2. Grant ID:	20542
3. Scope of Work, Objectives, Results, Performance Measures:	
Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.	
Objective(s):	OBJECTIVE 1: Rowan-Cabarrus Community College (RCCC) to acquire land necessary to build Technology Education Complex (Rowan County), with target completion date by 06/30/23. OBJECTIVE 2: Town of Spencer to develop Master Plan for Yadkin River Business and Recreational Park and Associated Projects. Associated Projects would include connection of Yadkin River Business and Recreational Park to downtown business area, NC State Transportation Museum, and other Town amenities via NCDOT Project EB-5851. Target completion date of 06/30/2024.
Expected Results:	I. OBJECTIVE 1—RCCC acquires the land to build Technology Education Complex (TEC). The additional acres will support the bond-funded Technology Education Complex (TEC) planned for Rowan-Cabarrus' North Campus. The TEC is envisioned to include the construction of four (4) new buildings and will: 1) expand and enhance the programming capabilities of welding, machining, and automotive, 2) provide a fire training decontamination station, 3) provide a designated space for the College's Career and College Promise/Early College students II. OBJECTIVE 2—Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects.
Performance Measure(s):	OBJECTIVE 1: RCCC acquires the land to build Technology Education Complex by the target completion date. OBJECTIVE 2: Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects by the target completion date.

4. Sub-grants:			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?		Yes	No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	
Rowan-Cabarrus Community College	Technology Education Complex	\$425,000	
Town of Spencer	Plan for Yadkin River Steepness and Recreation Park and Associated	\$75,000	

5. Budget:

Below are general expenditure descriptions that can serve as a guide for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning (07/01/2022) and ending (06/30/2024).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	58,500
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	1,500
Goods (e.g. supplies and equipment) Expenses	7,500
Administration Expenses (e.g. overhead & project management)	7,500
Other Expenses (e.g. related charges not assigned above and described by recipient)	425,000
Total Beginning Balance of the Project Fund	500,000

Provide a breakdown of estimated expenses for each category below or as an attachment.

See Attachment 1.

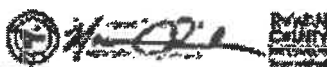
Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Aaron Church

County Manager

Printed Name

Title

Feb 22, 2023

Signature

Date

Rowan County Grant ID #20542

SCOPE OF WORK ATTACHMENT 1: Breakdown of Estimated Expenses

OBJECTIVE 1 (Rowan-Cabarrus Community College)

Land purchase (Other Expenses): \$425,000

OBJECTIVE 2 (Town of Spencer)

Project will be contracted to a consulting firm in a lump sum amount. Listed amounts are estimates based on previous projects of this type. Actual cost breakdowns by categories can be provided as quotes are received from, and contracts let to consultants.

Combined-Spencer-RCCC-Scope_of_Work

Final Audit Report

2023-02-22

Created:	2023-02-22
By:	Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov)
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"Combined-Spencer-RCCC-Scope_of_Work" History

-  Document created by Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov)
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-  Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature
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2023-02-22 - 9:37:40 PM GMT



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North Carolina Office of State Budget and Management

Contract # 20542

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Rowan County
(the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2022, through June 30, 2024. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session law (S.L.) 2022-74. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2022-74. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$600,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) _____
- b. Electronic Payment Form & Supporting Document _____
- c. Scope of Work – Appendix A _____
- d. Policy addressing conflicts of interest _____
- e. Sworn Statement of no overdue tax debts _____

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 24.2.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2022-74 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments, and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until June 30, 2024.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. If eligible, the RECIPIENT and all subrecipients shall:

- I. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- II. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>Ann Kitalong-Will</u>	Cole Jordan NC Office of State Budget and Management 116 West Jones Street, 5 th Floor Raleigh, NC 27603
Email: <u>ann.kitalong-will@rowancountync.gov</u>	
Direct Phone: <u>980-565-5159</u>	Direct Phone: 984-236-0633
Fiscal year end MONTH: <u>JUNE</u>	Email: <u>NCGrants@osbm.nc.gov</u>

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an Independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

Signature

Date

Aaron Church

Printed Name

County Manager

Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

Signature

Date

Printed Name

Title

BA-10-016 - BOC 04-17

Final Audit Report

2023-04-03

Created:	2023-04-03
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGdz3FHch1hBaaPVljFAAXe9Vq4jFFpsD

"BA-10-016 - BOC 04-17" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-04-03 - 2:03:04 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-04-03 - 2:04:09 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-04-03 - 3:23:35 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-04-03 - 3:23:35 PM GMT

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DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Wednesday, March 15, 2023 9:29 PM
To: Sharpless, Teresa F.
Cc: Pack, Sarah M
Subject: FW: funding breakdown

We will not be adding this to the 3/20 agenda it will go on the 4/3/23 agenda. Teresa please prepare the agenda item using fund balance.



Rowan County Finance
300 S. Salisbury Street, Salisbury, NC 28144
(704) 704-1111 (T) 704-704-1111 (F) 704-704-1111
www.rowannc.gov

From: Church, Aaron <Aaron.Church@rowancountync.gov>
Sent: Wednesday, March 15, 2023 9:26 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Subject: Re: funding breakdown

Thanks. The 3.5 budget amendment will need to go on the next agenda. The board needs time to review it and ask questions. Thanks for all of your hard work!
Aaron

Aaron Church
Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: 704-216-8180
Cell: 704-213-8369

On Mar 15, 2023, at 10:54 AM, Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov> wrote:

I got the numbers from RCCC. They are requesting 3.5 million. I think this would need to be a Fund Balance appropriation. If you are ok with that I will work up an agenda item that includes a BA from Fund Balance for this project. I am in class but I can get this to you later this week.

Also we are working on a BA that will need to be added to cover the Bogle contract that was approved by the BOC for the new transit building design.

Anna

From: Kelly Kluttz <kelly.kluttz@rowan.edu>

Sent: Wednesday, March 15, 2023 9:11 AM

To: Bumgarner, Anna R <Anna.Bumgarner@rowan.edu>

Cc: Jonathan Chamberlain <jchamberl@rowan.edu>; Carol Spalding <carol.spalding@rowan.edu>

Subject: RE: funding breakdown

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.

Hi Anna. See below and let me know if you have any questions. It's a bit higher than originally discussed.

- Design contract is estimated assuming a \$36M project @ 12% fee less 20% which is admin that can be encumbered and paid after bond proceeds are received
- We are unsure of the amount of the project at this point but using \$36M as the placeholder
- Fee of 12% is the standard fee for state construction projects. Community Colleges are required to use state construction. We are aware the fee is higher than counties and schools pay

<image001.png>

Kelly

From: Bumgarner, Anna R <Anna.Bumgarner@rowan.edu>

Sent: Wednesday, March 15, 2023 8:44 AM

To: Kelly Kluttz <kelly.kluttz@rowan.edu>

Subject: funding breakdown

I think when we finished up our meeting Monday you were going to send me a request for funding to cover the Architect fees. Is that something you can get to me today so I can get it added to the Agenda.

<image004.png>

Rowan County Finance

1001 E. Main Street, Raleigh, NC 27604

[p] 919.733.1234 [c] 919.733.1235 [f] 919.733.1236

www.rowan.edu/finance

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BA-09-749 - BOC 04-03 RCCC

Final Audit Report

2023-03-23

Created:	2023-03-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAomhFb_98Df761xd-7S7JzODcaW5ikOKf

"BA-09-749 - BOC 04-03 RCCC" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-03-23 - 3:45:09 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-03-23 - 3:46:03 PM GMT
-  Email viewed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
2023-03-23 - 5:56:31 PM GMT - IP address: 104.47.57.254
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-03-23 - 5:56:48 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-03-23 - 5:56:48 PM GMT

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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: Michelle McDaniel Deputy Tax Collector III
DATE: 04/05/2023
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
FEBRUARY 2023 VTS REFUNDS	4/5/2023	Cover Memo
MARCH 2023 TAX REFUNDS	4/5/2023	Cover Memo

FEBRUARY 2023 VTS REFUNDS

TAXPAYER NAME	ADDRESS	Address_2	CITY	STATE	ZIP	DESCRIPTION	TRANS#	REFUND
ALLERTON, WILLIAM BENJAMIN	180 GOODWIN RD		SALISBURY	NC	28146	Vehicle Sold	179910108	155.65
BELLINGHAUSEN, RONALD FRANCIS	110 JIBSAIL RD		SALISBURY	NC	28146	Vehicle Sold	181055902	47.31
BROWN, KENNETH WAYNE	709 FRONTIER CIR		CHINA GROVE	NC	28023	Vehicle Sold	179910182	324.98
CARNEGIE, RICHEL ABRAM	1098 WEATHERBY DR		SALISBURY	NC	28146	Vehicle Sold	180994452	54.94
CHANDLER, JARRETT TAYLOR JR	571 RIVER BIRCH DR		SALISBURY	NC	28146	Vehicle Sold	179910120	4.49
CHANDLER, JARRETT TAYLOR JR	571 RIVER BIRCH DR		SALISBURY	NC	28146	Vehicle Sold	179910124	8.90
CHANDLER, JARRETT TAYLOR JR	571 RIVER BIRCH DR		SALISBURY	NC	28146	Vehicle Sold	180994464	17.20
CORNELISON, BRUCE WAYNE	14240 STOKES FERRY RD		GOLD HILL	NC	28071	SLVG or RBLT TTL	180772848	22.74
COUTU, DANIEL PAUL	584 RIVER BIRCH DR		SALISBURY	NC	28146	Vehicle Sold	180994450	4.00
CRESCENT CONSTRUCTION SERVICES LLC	303 S MAIN GQ ST		SALISBURY	NC	28146	Vehicle Sold	180650278	214.13
DAVIS, MICHAEL WAYNE	1225 MIRROR PARK DR		SALISBURY	NC	28146	Insurance Lapse	270608103	37.89
DECADENT MIXES LLC	232 RICHMOND RD		SALISBURY	NC	28144	Vehicle Sold	270975441	179.41
DI PASTENA, EVAN DANIEL	146 CHARTERHOUSE LN		FORT MILL	SC	29715	Incomplete Doc	180650350	107.93
EVANS, MICHAEL LEE	408 WHITE OAKS DR		SALISBURY	NC	28147	Vehicle Sold	269865174	18.68
GAITHER, JAMES ERVIN	911 S SPENCER AVE		SPENCER	NC	28159	Vehicle Sold	179910592	20.30
GOBBLE, JEFFREY WAYNE	3645 LONG FERRY RD		SALISBURY	NC	28146	Vehicle Sold	179910588	37.26
GOODEN, VALENCIA LAVETTE	125 FERRELL LN LOT 62		SALISBURY	NC	28147	Vehicle Totalled	180658870	81.56
GOUGE, LARRY DEAN	1099 N LILAC LN		SALISBURY	NC	28147	Vehicle Sold	180650334	18.40
HILL, JEFFREY GERIN	7785 US HIGHWAY 52		SALISBURY	NC	28146	Situs error	272106018	9.48
HOLMAN, JESSICA ELIZABETH	475 W JAKE ALEXANDER BLVD	SUITE 102-211	SALISBURY	NC	28147	Vehicle Sold	180994442	19.76
HONEYCUTT, WILLIAM CRAIG	925 BOSTIAN RD		CHINA GROVE	NC	28023	Vehicle Sold	180341376	32.65
HONEYCUTT, WILLIAM CRAIG	925 BOSTIAN RD		CHINA GROVE	NC	28023	Vehicle Sold	180772884	161.71
HONEYCUTT, WILLIAM CRAIG	925 BOSTIAN RD		CHINA GROVE	NC	28023	Vehicle Sold	180341378	81.58
JEFFERS, JENNIFER PORTIA	PO BOX 12		ROCKWELL	NC	28138	Tag Surrender	271694424	15.61
KESSLER, JAMES FRANKLIN III	414 BARRINGER ST		SALISBURY	NC	28146	Vehicle Sold	181129722	18.16
KIEFER, MICHAEL AUGUST	501 1ST ST		SPENCER	NC	28159	Vehicle Totalled	180649896	76.51
LANNING, BOBBY ODELL JR	1735 N US HIGHWAY 29		SALISBURY	NC	28144	Situs error	361034384	151.36
LINEBERGER, KEVIN AULTMAN	700 BERNHARDT RD		SALISBURY	NC	28147	Vehicle Sold	180650298	15.02
MARCOTTE, JOEL BRUCE	1074 HARD SCRABBLE CT		CLEVELAND	NC	27013	Vehicle Sold	179910112	9.74
MCDANIEL, DONALD LEWIS	1875 ENOCHVILLE RD		KANNAPOLIS	NC	28081	Vehicle Sold	270975543	16.53
MCKINNEY, STEVEN PAUL	4053 TRANSITION ST		HIGH POINT	NC	27265	Vehicle Sold	180650356	87.82
MILLER, MICHAEL ERIC	2413 WOODSDALE ST		KANNAPOLIS	NC	28081	Vehicle Sold	180332718	26.30
MITCHELL, PERRY NICKOLAS	119 N WALNUT GQ ST		GRANITE QUARRY	NC	28146	Situs error	360925024	136.99
MOFFITT, ROBERT NELSON JR	3585 DIXIE LN		SALISBURY	NC	28144	Vehicle Sold	180650272	25.72
MOORE, STEPHANIE SHEPHERD	4834 BRINGLE FERRY RD		GRANITE QUARRY	NC	28146	Vehicle Sold	180405422	201.61
PALMER, ANTHONY	503 COOK ST		KANNAPOLIS	NC	28083	Assessed In Err	180332448	275.54
PAYTON, MARTY WESLEY	601 AZALEA LN		CHINA GROVE	NC	28023	Vehicle Sold	180994446	206.14
PHOMSALY, KONGKEO	109 ARABIAN LN		SALISBURY	NC	28147	Vehicle Sold	269865195	99.96

[illegible]

MARCH 2023 TAX REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
ALLEN SEAN		1020 BELL RIDGE CR		ROCKWELL	NC	28138	1020 BELL RIDGE CT	437 041	39.25
ALLEN SEAN		1020 BELL RIDGE CT		ROCKWELL	NC	28138	1020 BELL RIDGE CT	437 041	171.75
ALTAMIRANO JOSE EXAR		6936 CLARA CIR		CONCORD	NC	28025	PERSONAL PROPERTY	177294	79.20
ARCE WEDOMER	ARCE MARIA	983 N SALISBURY GQ AVE		SALISBURY	NC	28146	983 N SALISBURY AVE	066 087	1,118.63
ARNETTE LAW OFFICES, PLLC		3131 RDU CENTER DRIVE STE 120		MORRISVILLE	NC	27560	0 ROBERTS DR	246 214	118.57
ARNETTE LAW OFFICES, PLLC		3131 RDU CENTER DRIVE STE 120		MORRISVILLE	NC	27560	6665 ROBERTS DR	246 215	583.48
BROADWAY RANDALL KEITH	BROADWAY MICHELLE HILL	122 TRADE AVE		KANNAPOLIS	NC	28081	1006 MEADOWCREEK DR	224 028	3.18
CHEF THAI & SUSHI LLC		117 N MAIN ST		CHINA GROVE	NC	28023	117 N MAIN ST	177749	200.00
CLARK FUNERAL HOME, INC		923 INDIANA ST		KANNAPOLIS	NC	28083	323 RICE ST	156 189	774.01
CLICKLEASE LLC		1182 W 2400 S		WEST VALLEY CITY	UT	84119	212 PRESCOT DR	178140	454.08
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063	345 ADOLPHUS RD	421 148	617.22
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063	592 BELLINGSHIRE DR	558A060	33.15
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063	856 GEORGIA OAK LN	129P023	1,887.37
CORELOGIC TAX SVC		3001 HACKBERRY RD		IRVING	TX	75063	217 W 11TH ST	003 231	6.67
DAYVAULT KITTY CAGLE		1115 TEAKWOOD TRL		ROCKWELL	NC	28138	1115 TEAKWOOD TRL	428 137	30.97
DOLGEN CORP LLC		100 MISSION RIDGE		GOODLETTSVILLE	TN	37072	2141 STATESVILLE BLVD	A940	25.00
DOVENMUEHLE MORTGAGE INC		1 CORPORATE DR STE 360		LAKE ZURICH	IL	60047	7266 UNITY CHURCH RD	249 010	6.52
EAGLE REBECCA B		4011 STATESVILLE BLVD		SALISBURY	NC	28147	4011 STATESVILLE BLVD	165640	14.05
EAGLE WILLIAM R	EAGLE REBECCA B	4011 STATESVILLE BLVD		SALISBURY	NC	28147	0 HURLEY SCHOOL RD	334 229	274.43
GRAHAM ELIAS T		514 IDLEWOOD DR		SALISBURY	NC	28144	514 IDLEWOOD DR	325C170	3,025.09
GRAHAM JERRY WAYNE		1050 VIOLA LN		SALISBURY	NC	28146	1050 VIOLA LN	6501014	1,841.99
HEAVEN PROPERTIES, LLC		10135 ARCHER RD		DAVIDSON	NC	28036	918 N WALNUT ST	149 168	915.76
HIATT MATTHEW ALAN		2080 GOLD KNOB RD		SALISBURY	NC	28146	PERSONAL PROPERTY	174433	25.28
HUDSON CAROLYN STARNES		180 BOXWOOD CT		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	117145	24.17
IDEAL TITLE, LLC		7725 VICTORY LANE STE A		NORTH RIDGEVILLE	OHIO	44039	175 HENDERSON DR	375 038	116.50
JONES TAMARA A		502 BLACKWELDER ST		CHINA GROVE	NC	28023	502 BLACKWELDER ST	103 01902	50.00
KLUTTZ BOBBY J		3045 WOODLEAF RD		SALISBURY	NC	28147	3045 WOODLEAF RD	329 036	142.25
KNIPP LAW OFFICE PLLC IOLTA ACOUNT		221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	17382 MOORESVILLE RD	576 075	26.00
LANDRY JEFFREY THOMAS		395 BASINGER KLUTTZ RD		SALISBURY	NC	28146	PERSONAL PROPERTY	123968	14.45
LAW OFFICE OF ELYSE B JOHNSON PLLC		6801 CARNEGIE BLVD STE 110		CHARLOTTE	NC	28211	903 N LONG ST	028 079	3.96
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVENUE NW SUITE 3305		CONCORD	NC	28025	101 E CHAMBLEE DR	463B062	5.91
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVENUE NW SUITE 3305		CONCORD	NC	28025	624 POPLAR AVE	149 194	5.18
LAW OFFICES OF KEVIN V LINK PC		1 BUFFALO AVE NW STE 3305		CONCORD	NC	28025	2409 WIND SWEEP WAY	376 088	34.28
LEON MARTHA GARCIA		101 W 18TH ST		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	175262	55.61
MAKO CHRISTOPHER BRYAN		516 W PEELER ST		SALISBURY	NC	28146	PERSONAL PROPERTY	127761	6.25
MAKO MARTIE MARSH		516 W PEELER ST		SALISBURY	NC	28146	PERSONAL PROPERTY	127763	17.45
MCINTOSH BRENDA		1480 CHAFFIN RD		WOODLEAF	NC	27054	0 CHAFFIN RD	707 047	869.37
MILEM RAYMOND		508 S CHAPEL ST		LANDIS	NC	28088	508 S CHAPEL ST	108 025	14.92
MKM, LLC		PO BOX 4357		MOORESVILLE	NC	28117	1150 AMITY HILL RD	265 045	16.07
MULTI STATE ESCROW ACCOUNT		1100 VIRGINIA DRIVE STE 130		FORT WASHINGTON	PA	19034	COUNTRY PLACE DR	381 163	2.91
NATIONSTAR MORTGAGE	CORELOGIC INC	3001 HACKBERRY DR		IRVING	TX	75063	615 WHITE CRANE RD	611 034	5,040.34
NATIONSTAR MORTGAGE LLC DBA MR. COOPER		3001 HACKBERRY DR		IRVING	TX	75063	1106 N WALNUT ST	149 112	1,513.88
NESBITT DAVID A		680 ROCK GROVE CH RD		SALISBURY	NC	28146	0 ROBINSON RD	052 1050000002	3.32
NUNEZ HOLDINGS LLC		7595 SHERRILLS FORD RD		SALISBURY	NC	28147	7595 SHERRILLS FORD RD	181495	1.50
OSORIO LESVIA MARGOT		33 KNOX ST		SALISBURY	NC	28144	32 KNOX ST	018 166	423.00
PATRICK & GIRLS CONSTRUCTION LLC		PO BOX 612		SPENCER	NC	28159	125-A 5TH ST	182878	224.15
PATTERSON HOWARD JR		1363 FINDLAY AVE APT 6-J		BRONX NY	NY	10456	1423 W MONROE ST	005 183	7.02

PROPST MICHAEL TODD	2922 GLENDALE AV	KANNAPOLIS	NC	28081	430 PINE RIDGE RD	134 063	7.00
QUEEN JOANN BAUCOM	1008 ROSEMARY AVE	KANNAPOLIS	NC	28083	0 ROSEMARY AVE	151 427	57.03
RICE BETTY J	PO BOX 2578	WHITEHOUSE	OH	43571	710 S CAROLINA AVE	031 066	504.75
RICE BETTY J	PO BOX 2578	WHITEHOUSE	OH	43571	710 S CAROLINA AVE	031 066	512.56
SEHNAL THOMAS MARTIN JR	6150 SHARON RD	SALISBURY	NC	28147	6150 SHARON RD	171912	1.87
SEHNAL THOMAS MARTIN JR	6150 SHARON RD	SALISBURY	NC	28147	PERSONAL PROPERTY	179721	1.89
SHELBY PETHEL AND HUDSON PA	122 N LEE STREET	SALISBURY	NC	28144	PERSONAL PROPERTY	179318	4.71
SHERRILL JACOB D	1530 E GENESEE ST APT 305	SYRACUSE	NY	13210	0 FLAT ROCK RD	121 161	2.24
WALLACE CRYSTAL	7377 THERRELL RD	KANNAPOLIS	NC	28081	PERSONAL PROPERTY	174548	7.00
WFG LENDER SERVICES LLC	5000 LEGACY DR STE 190	PLANO	TX	75024	111 E BROAD ST	024 12301	110.83
WISE JOSHUA R	160 PHANIEL CHURCH RD	ROCKWELL	NC	28138	PERSONAL PROPERTY	141309	43.78
						TOTAL:	\$ 22,117.80

Cassey Robinson
Tax Collector

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: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations
DATE: 4/5/23
SUBJECT: 2023 Principal Expense Report Form—Zero Expense Report Form

The attached form is the quarterly report Rowan County is required to submit to the NC Secretary of State to certify that the County has no lobbying expenditures pursuant to G.S. § 120C-403 other than payment for services. This report is for the quarter ended 3/31/2023.

The form is required to be submitted no later than 15 business days after the end of the calendar quarter, or April 21, 2023.

Recommendation:

That the Rowan County Board of Commissioners approve the County Manager to sign and have notarized the 2023 Principal Expense Report Form—Zero Expense Report Form.

ATTACHMENTS:

Description	Upload Date	Type
2023 Principal Expense Report Form 3/31/23	4/5/2023	Exhibit



Elaine F. Marshall, Secretary of State
2023 Principal Expense Report Form – Zero Expense Short Form

Amended Report: **(Check if amending previously filed report.)** ☐ Original Report Tracking # _____

PERIOD: ☒ Quarter Ended March 31, 2023

☐ Quarter Ended September 30, 2023

☐ Quarter Ended June 30, 2023

Complete Name of Principal as Registered: Rowan County

If the registered lobbyist principal has directed any lobbyist listed below to lobby on behalf of an unregistered associated entity, the principal must complete and attach Schedule PR-QAE to this quarterly report. The absence of such attachment constitutes the authorized officer's affirmative statement under oath that there are no such unreported associated entities pursuant to NCGS §120C-403(b)(5) to disclose for the reporting period.

Name(s) of All Lobbyist(s) as Registered: Harrison J. Kaplan, Dylan Reel, Dylan Frick

Include all lobbyists registered during any portion of this reporting period, including interim resignations/terminations.

You **must** mark one of these boxes. If you choose to deliver the paper original document to the Division, and fail to do so, the report will not be deemed filed until the date we receive it, which may make your report late. 18 NCAC 12 .0308.

XI choose to maintain the paper original inked, signed, and notarized lobbying expense report in my own records for three years as required by Administrative Rule 18 NCAC 12 .1301; OR

- ☐ I choose to deliver the paper original inked, signed, and notarized lobbying expense report to the Lobbying Compliance Division of the Secretary of State within seven days as required by Administrative Rule 18 NCAC 12 .0214.

IMPORTANT INSTRUCTIONS FOR PRINCIPAL OFFICER AND NOTARY

All blanks **must** be completed with the printed name of the principal entity. The authorized officer **must** sign and date the report to certify the report in this section. For quarterly reports under oath, venue (state and county where notarized) and jurat **must** be completed. The signatory officer **must** be one of the persons of record with the lobbying compliance division for reporting purposes in the current year of the report. **Warning:** Incomplete certification or notarization may result in rejection of the report.

STATE OF NORTH CAROLINA (Must be filled in)

COUNTY OF ROWAN (Must be filled in)

The undersigned as an authorized officer of the above named principal entity on behalf of the principal entity by its authority first duly given, or on my own behalf as an individual principal, being first duly sworn, hereby certifies that the principal has no expenditures pursuant to G.S. § 120C-403 other than payment for services to report for this quarterly period and that all information contained herein (including any attachments hereto) is true, complete and correct to the best of my knowledge and belief.

Signature of Authorized Officer AARON CHURCH _____
Printed name of Authorized Officer **Date**

Sworn to (or affirmed) and subscribed before me, this _____ day of _____, 20____.

Signature of Notary Public

Printed Name of Notary Public

(NOTARY STAMP OR SEAL)

My commission expires: _____.

Printed Full Name of Report Preparer: ANN KITALONG-WILL

Signature of Report Preparer: _____

You only have to sign as the report preparer if: (1) you are **not** the lobbyist required to file the report, **and** (2) you exercised discretion and independent judgment in filling the form.

FOR INFORMATIONAL USE ONLY; DISCARD BEFORE FILING.

- Expense reports are due quarterly, regardless of whether reportable expenditures are made, no later than **15** business days after the end of the calendar quarter.
- Do not use a zero expense report form for a monthly report or for a quarterly report that requires incorporation of a prior monthly report. Incomplete reports may be rejected.
 - In addition, any reportable expenditure incurred while the General Assembly is in session with respect to lobbying legislators and legislative employees is reportable monthly no later than **10** business days after the end of the month.
 - The information reported on any monthly report should be incorporated by reference on the long quarterly report form in the space provided.
- NCGS § 120C-401(f) states: Each report required by this Article shall be in the form prescribed by the Secretary of State and filed electronically.
- You may submit the completed (notarized) reports that have been electronically filed at <https://www.sosnc.gov/> but do not have an electronic notarization to the Department by one of the following methods:
 - By United States mail addressed to the Lobbying Compliance Division, NC Secretary of State, Post Office Box 29622, Raleigh, North Carolina 27626-0622, postmarked within seven calendar days of the electronic filing,
 - By hand-delivery in person or by a designated delivery service authorized pursuant to NCGS §1A-1, Rule 4, to the Lobbying Compliance Division, NC Secretary of State, 2 South Salisbury Street, First Floor, Raleigh, NC 27601-2903, by 5:00 PM within seven calendar days of the electronic filing, in the case of hand-delivery in person, or postmarked by the authorized delivery service in the case of delivery within seven calendar days of the electronic filing;
- If you have an electronic notarization, submit completed reports electronically with electronic notarization transmitted to the Department by 11:59 PM of the filing deadline.
- Any document attached to the filing other than the Department's form, must be compatible with, or convertible to Microsoft Word.

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: Sarah Pack, Clerk to the Board
DATE: 4/17/23
SUBJECT: Revised Wharton Smith Office Lease at West End Plaza

Please approve the attached revised contract for the lease agreement with Wharton Smith.

ATTACHMENTS:

Description	Upload Date	Type
Revised Lease Contract	4/11/2023	Cover Memo

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT, made this the _____ day of April, 2023, by and between Rowan County, a body politic, hereinafter called Landlord, and Wharton-Smith, Inc., a Florida corporation authorized to do business in North Carolina, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents and hires from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

That certain property known and identified as: Approximately 650 square feet designated as Space A-9 and located within Landlord's building known as the West End Plaza and located on Jake Alexander Boulevard, Salisbury, Rowan County, North Carolina.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the purpose of operating its construction office for improvements being made to West End Plaza (the "Project"), and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes beginning on the commencement date as hereinafter set forth.

1. Commencement Date, Term and Rental. The lease term hereof shall begin and rent shall commence to accrue on the ___ day of April, 2023, and shall be for an initial Term through May 30, 2024; provided, that the Term may be extended on a month to month Term in the event the Project has not been completed, however, the Term or any Extended Term shall expire upon the completion of the Project. .

(a) Rent. Tenant agrees to pay to Landlord as annual rent hereunder the sum of Twelve Dollars (\$12.00) per square foot amounting to Six Hundred and Fifty Dollars (\$650.00) per month, payable on or before the first day of each month. Such rent amount shall be prorated for any partial month either at the beginning or ending of this Lease Agreement.

(b) Late Payments and Interest. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than \$50.00, to cover Landlord's administrative expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.

2. Taxes, Insurance, Repairs and Maintenance, and Utilities.

- A. Taxes. Landlord shall pay all real property taxes and general and special assessments ("real property taxes") levied and assessed against the building, other improvements, and land of which the premises are a part, including any and all business listing taxes for personal property located on the demised premises.
- B. Insurance. Landlord shall keep in full force and effect a policy of fire and extended coverage insurance covering loss or damage to the Demised Premises in the amount of one hundred percent (100%) of the full replacement value of (i) the Building, exclusive of excavation, footings and foundations, and (ii) the Other Improvements on the Demised Premises, with a commercially reasonable deductible, for which Landlord shall be fully responsible.

Tenant, at its cost, shall maintain public liability and property damage insurance with liability limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$100,000 per occurrence, with an aggregate coverage of \$200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. Further, Tenant shall maintain insurance on its personal property, equipment and inventory located within the Demised Premises adequate for its purposes and without recourse against Landlord for its destruction.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 9.

All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy. If such policy is terminated, Landlord shall have the right to obtain adequate insurance for Tenant and chargeback Tenant any reasonable insurance premiums incurred.

- C. Repairs and Maintenance. During the term of this lease, it shall be the duty of the Tenant, subject to approvals in Paragraph 5, to make all necessary upfits to the leased premises for its intended purposes and to make subsequent

repairs to the interior of the leased premises, said duty to include responsibility for painting, electrical maintenance, plumbing, windows, and lights of the leased premises.

During the term of this Lease and any extensions thereof, it shall be the sole duty of Landlord to make any necessary repairs to the outside walls, roof, HVAC and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs

- D. Utilities. Tenant shall pay for its own fuel, water, electricity and utilities and all other services and maintenance for the interior of the demised premises.

3. Care of Premises. The Tenant shall take good care of the premises hereby leased or demised, including maintaining the demised premises in a clean and orderly manner. At the end or other expiration of the term of this lease, Tenant shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

4. Alterations and Additions. Tenant shall undertake at its sole cost and expense Initial Alterations to the demised premises pursuant to plans submitted in advance to and approved by Landlord prior to commencement of Initial Alterations. The Tenant shall not make any further alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent, Landlord shall have the option upon the termination and end of this lease to accept such alterations, additions or improvements or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.

5. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of Landlord relating to the West End Plaza, as well as of the State and/or City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover

comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

6. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

7. Continuation of Business. In the event that Tenant should discontinue its business in the demised premises for more than sixty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the option to terminate this Lease Agreement.

8. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

9. Indemnity. Tenant shall hold Landlord harmless from all damages to the extent caused by damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

10. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

11. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration

can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease. During the time required for restoration of all or any portion of the leased premises, Lessee shall not be required to pay rental for the portion of the premises not suitable for occupancy.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

12. Adequate Parking. Landlord agrees to provide adequate parking on said premises for customers, employees, and delivery trucks.

13. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.

14. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

15. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

16. Default. If Tenant shall continue in default in payment of any rental or other sum of

money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

17. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

18. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the building is such that the Landlord elects in good faith to demolish all or substantially all of the buildings, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the building, except the right to receive compensation or damages for its loss of business and its fixtures or personal

property.

19. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

20. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement, other than as may be required pursuant to North Carolina public records laws.

21. Assignment or Sublease. Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

22. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Rowan County
 ATTN: County Manager
 130 West Innes Street

Salisbury, NC 28144

Lessee: Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

23. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

24. Waiver. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.

25. Singular and Plural. When required by the context of this lease, the singular shall include the plural.

26. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

27. Paragraph Titles. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

28. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

29. Applicable Law. This lease is executed pursuant to the law of North Carolina, and

all interpretations shall be under and pursuant to the laws of North Carolina.

30. Short Form. Lessor and Lessee agree that, at any time on request of either, a short form of this lease will be executed in form permitting its recording.

31. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Lease and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

{Signature Page Follows}

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

LANDLORD: ROWAN COUNTY

By: _____
Its: Chairman/Manager

TENANT:

WHARTON-SMITH, INC.

By: _____(Seal)
Its: _____ President

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: April 5, 2023
SUBJECT: Schedule Public Hearing for SNIA 01-23: Doug Foley, for May 1, 2023

On January 17, 2023, the Board of Commissioners adopted an amendment to the Zoning Ordinance, which transitioned the process for review of Special Non-Residential Intensity Allocation (SNIA) requests from “Administrative” to a conditional district rezoning. This change, along with the adopted land use plan recommendations for SNIA allocation, allow input from both Planning Board and citizens along with established guidance for the board’s consideration prior to making a decision. Procedurally, a SNIA request require rezoning to a conditional district (CD) within the Water Supply Watershed Overlay (WSO) district.

Planning Staff received a SNIA request from property owner Doug Foley to build a 12,000 sf “storage / light manufacturing building” at 195 Nitro Alley – further referenced as Lot 4 in Horsepower Park & Parcel ID 230E-004 (see enclosed site plan). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% coverage.

Schedule legislative (public) hearing for May 1st meeting. No one attended the Planning Board courtesy hearing.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	4/5/2023	Exhibit
Site Plan	4/5/2023	Exhibit
GIS Map	4/5/2023	Exhibit
Application	4/5/2023	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588

www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: April 5, 2023
RE: **SNIA 01-23: Doug Foley**

BOARD OF COMMISSIONERS ACTION

- ☐ Schedule Legislative Hearing for **SNIA 01-23** for May 1, 2023

BACKGROUND On January 17, 2023, the Board of Commissioners adopted an amendment to the Zoning Ordinance, which transitioned the process for review of Special Non-Residential Intensity Allocation (SNIA) requests from “Administrative” to a conditional district rezoning. This change, along with the adopted land use plan recommendations for SNIA allocation, allow input from both Planning Board and citizens along with established guidance for the board’s consideration prior to making a decision. Procedurally, a SNIA request require rezoning to a conditional district (CD) within the Water Supply Watershed Overlay (WSO) district.

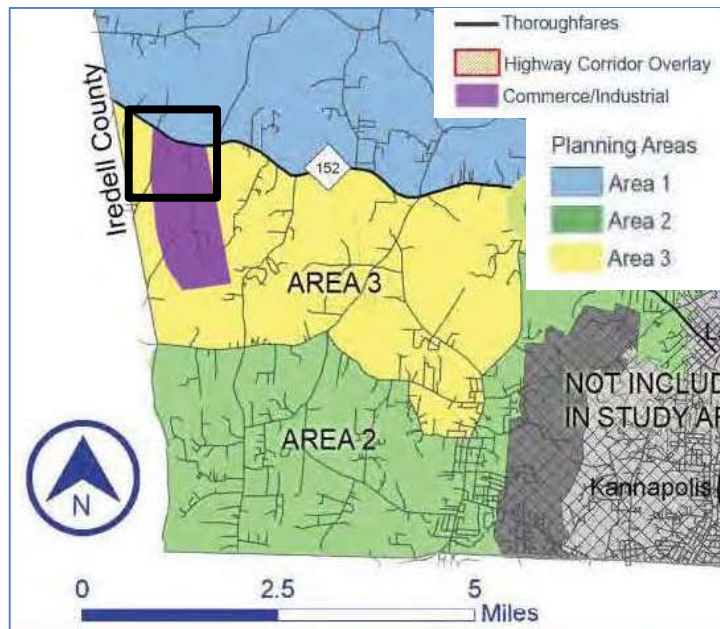
REQUEST Planning Staff received a SNIA request from property owner Doug Foley to build a 12,000 sf “storage / light manufacturing building” at 195 Nitro Alley – further referenced as Lot 4 in Horsepower Park & Parcel ID 230E-004 (see enclosed site plan). Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% coverage.

Applicant:	Doug Foley	Property Owner:	Foley Home Sales, LLC
Location:	195 Nitro Aly.	Tax Parcel:	230E-004
Zoning:	IND	Purpose:	Storage / Light Industrial
Watershed:	WS II BW (Coddle Creek)		

LAND USE PLAN RECOMMENDATIONS

Land use plan recommendations for SNIA requests include the following (refer to <https://rowancountync.gov/443/Land-Use-Planning> to view the full text):

- General recommendation for the maximum acreage of removal for a single parcel is 2 acres: **Subject parcel totals 1.09 ac.**
- Increase in tax base and / or job creation proportionate to acreage requested for removal: **The proposed building is similarly sized to other lots in the IND zoned parks in the vicinity and proportionate to the lot size.**
- Consider identified capital improvement plans or other public property needs within the watershed: **None to knowledge.**
- Consider request in comparison to undeveloped non-residential zoned acreage: **Prior to establishing Horsepower Park, the 12 ½ acre property was rezoned to IND on February 19, 2018, creating the intension of future requests for the allocation. Current non-residential zoned acreage in Coddle Creek is well under the available allocation acreage.**
- Comply with all other land use plan recommendations: **Site is located within a Commercial / Industrial area noted on the future land use map.**
- Designations within existing Commercial / Industrial parks within a WS II area established prior to 2023 are encouraged: **In addition to the 2018 rezoning, Horsepower Park was developed in 2021 and has received two (2) SNIA approvals to date – both of which were under the former administrative review process.**



CALCULATIONS

- Total lot area (less r/w): **1.09 ac (47,480 sf)**
- Current total built upon area: **0 sf**
- Proposed structure size: **12,000 sf**
- Proposed other improvements: **12,911 sf**
- Total coverage after development: **24,911 sf (52%)**
- Allowable coverage by right: **5,697 sf (12%)**
- Coddle Creek Watershed Acreage: **11,947 ac (10% = 1,194.7 ac)**
- Acres approved for SNIA: **162.63 ac (1.36% of 10%)**
- Percentage removed from 10% allocation total: **13.61% of 100%**

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.

MARCH PLANNING BOARD MEETING

No one spoke during the courtesy hearing. The board voted unanimously (7-0) to recommend approval as presented based on the following statement:

Statement of Consistency & Reasonableness:

“SNIA 01-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the West Rowan Land Use Plan with the Watershed Overlay based on the following:

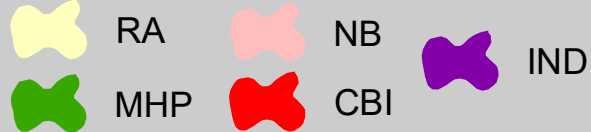
- 1) It allows for the parcel to be used consistently with other surrounding parcels.
- 2) It increases the tax base and job creation.
- 3) It is below the maximum allowable threshold.
- 4) It is located within a commercial/industrial park, which is strongly recommended in the Watershed Overlay.”

STAFF COMMENTS

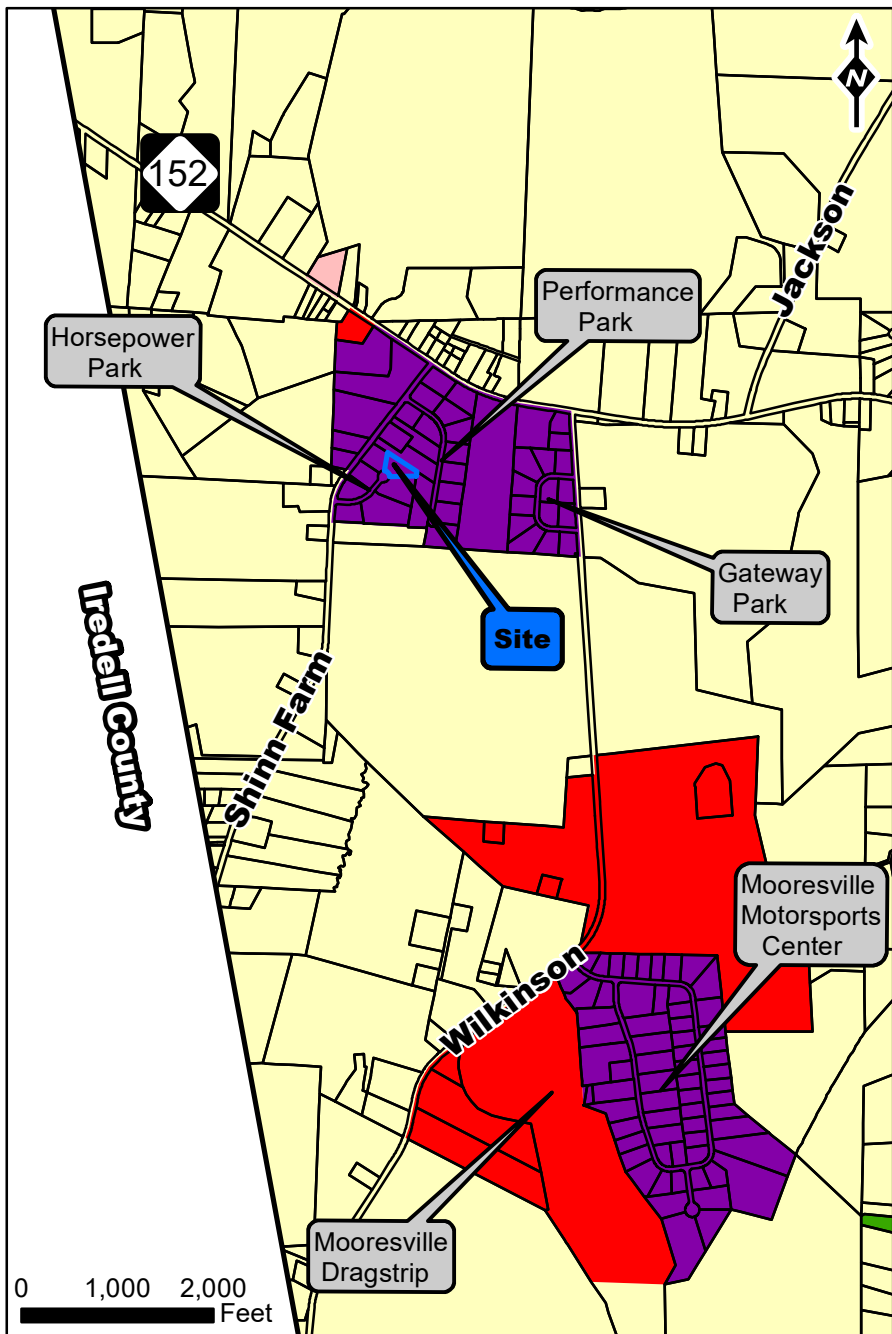
This request meets all standards for approval.



SNIA 01-23:
Doug Foley



Prepared by Rowan County Planning & Development Department March 15, 2023





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 01-23
Date Filed 2/23/23
Received By AP
Amount Paid \$500.00

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Foley Home Sales, LLC

Signature: [Signature]

Phone: 856-404-5379

Email: foley1301@gmail.com

Address: 160 Scenic View Drive, Mooresville, NC 28115

APPLICANT / AGENT INFORMATION:

Name: Doug Foley

Signature: [Signature]

Phone: 856-404-5379

Email: foley1301@gmail.com

Address: 160 Scenic View Drive, Mooresville, NC 28115

PROPERTY DETAILS:

Tax Parcel: 230E-004

Zoning District: IND

Location: 195 Nitro Alley, Mooresville, NC 28115

Size (sq. ft. or acres): 1.09 AC

Watershed: X

Current Land Use: Vacant

List the current or proposed use of the property and a general description of what will be constructed under this application:

12,000 sq ft storage/light industrial building

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 N/A sq.ft. Proposed 12,000 sq.ft.

Other Impervious Coverage: Existing N/A sq.ft. Proposed 12,111 sq.ft. *per site plan*

Remaining Undeveloped Area: 22,612 sq.ft. 48% % of Property *per site plan figures*

Storage of toxic and/or hazardous material: Yes ☐ No ☒

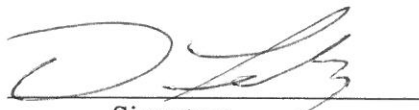
If Yes, a spill containment plan must submitted with application.

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

1/30/2023
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners Meeting: / / 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.

✓ Identify the appropriate classification. WS-II-BW WS-III-BW, WS-IV-PA
Proposed CD 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.
✓ 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.
✓ The percent of the project that will be covered with an impervious
surface.
✓ The area, in acres, to be left natural

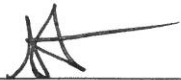
(d) Streams / Rivers.

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.		Other coverage	
Allowable coverage by right		Total coverage	
Allowable coverage with 70%		Undisturbed acreage	
Existing coverage		Watershed acres	
Pre-1994 coverage		Acres approved for SNIA	
Building size		Percentage Removed	

Checked By:  Date: 3/15/23

Comments: Pending minor revisions by PE to address vegetative conveyances

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: David Hollars, Executive Director, Centralina Workforce Development Board
DATE: 4/17/23
SUBJECT: Centralina Workforce Development Consortium Articles of Association

As part of the requirement for funding under the Workforce Innovation and Opportunity Act (WIOA), the *Articles of Association and Agreement for the Centralina Workforce Development Consortium* are to be ratified and adopted by the Board of County Commissioners in each of the seven counties in the Consortium.

The Articles outline the Consortium's authority and its establishment of the Centralina Workforce Development Board (WDB).

As Executive Director of the Centralina WDB, I am requesting that the Articles of Association and Agreement for the Centralina Workforce Development Consortium be presented to the County Commissioners for their review and approval. If adopted, please have the County Commission chair sign in the appropriate slot. Also, we will need the Clerk to the Board to sign the attached "Resolution Approving the Articles of Association and Agreement for the Centralina Workforce Development Consortium" signifying that the Articles were approved.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/6/2023	Cover Memo
Articles of Association	4/6/2023	Cover Memo

**RESOLUTION APPROVING THE ARTICLES
OF ASSOCIATION AND
AGREEMENT FOR THE CENTRALINA WORKFORCE
DEVELOPMENT CONSORTIUM**

WHEREAS, the counties of Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly, and Union as independent and contiguous units of general purpose local government do hereby agree to continue as the Centralina Workforce Development Consortium to act jointly as a Workforce Investment Area under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

WHEREAS, certain technical revisions to the original "Articles of Association" and subsequent amendments, have been made for WIOA for the period of Program Year 2023 through Program Year 2026 (July 1, 2023 to June 30, 2027) and have been executed by the Chairman of this Board on behalf of this county, subject to ratification of such action by this Board.

WHEREAS, the "Articles of Association" designates the signatory official for the Consortium and the administrative/fiscal agent to administer the program on behalf of the Consortium, and requests certification of the current Centralina Workforce Development Board as the local "Workforce Investment Board" as required by the Act; now, therefore it is

RESOLVED, that the execution of the aforesaid "Articles of Association and Agreement For The Centralina Workforce Development Consortium" by our Chairman is ratified and adopted by this Board.

The foregoing resolution is adopted by
the _____ County

Board of Commissioners on this date

Clerk to the Board

ARTICLES OF ASSOCIATION AND AGREEMENT FOR THE CENTRALINA WORKFORCE DEVELOPMENT CONSORTIUM

ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed below, being desirous of agreeing to an undertaking pursuant to the provisions of N.C.G.S. Section 160A-464(1), do hereby agree to establish a workforce development consortium to act jointly as a Local Workforce Investment Area for workforce development under the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 (“the Act”) including National Dislocated Worker Grant (NDWG) funding through the US Department of Labor, as amended. This consortium shall be known as the **Centralina Workforce Development Consortium**.

ARTICLE II. MEMBERSHIP

The consortium shall be composed of the following independent and contiguous units of general-purpose local government: **Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly, and Union Counties**.

ARTICLE III. CERTIFICATION OF AUTHORITY

1. AUTHORITY UNDER STATE AND LOCAL LAW

In accordance with N.C.G.S. Sections 160A-460 *et. seq.*, the member counties of the Centralina Workforce Development Consortium certify that they possess full legal authority, as provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a Local Workforce Investment Area under the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, and any National Dislocated Worker Grant for the entire geographic area covered by this agreement.

2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

In accordance with N.C.G.S. Section 160A-461, a copy of the duly executed resolution and appropriate board meeting minutes giving the respective counties specific authority to enter into this consortium agreement will be attached to this document and are incorporated herein by reference.

3. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH MEMBER UNIT OF GOVERNMENT

Each member unit of government designates as chief elected official for the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and NDWG upon whose representations the State, the Workforce Development Board, the administrative entity, and the other member units may rely, the duly elected Chairman of each respective County Board of Commissioners. If any county member of the consortium desires, it may designate any member of its Board as its "Chief Elected Official" for WIOA and NDWG purposes, in lieu of having its Chairman serve in such capacity. Unless otherwise notified of such designation of another member of its Board, each county shall be deemed to have designated its Chairman as its "Chief Elected Official" for WIOA and NDWG purposes. Such person shall be the signatory of this agreement and shall be authorized to execute such other agreements as are necessary for Workforce Innovation and Opportunity Act of 2014 (WIOA) purposes and National Dislocated Worker Grant purposes.

4. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR WORKFORCE INVESTMENT AREA

In accordance with N.C.G.S. Section 160A-463(b), the Chairmen (or their designee) of the Boards of Commissioners of the undersigned units of local government shall annually elect one of their number by a vote to serve as Chairman of the Centralina Workforce Development Consortium for a one-year term. The Chairman of the Centralina Workforce Development Consortium shall be authorized to represent the Consortium and to act on behalf of the undersigned units of local government with respect to any matters adopted or passed by the Consortium and shall be authorized to exercise the functions of the Centralina Workforce Investment Area chief elected official which are required under the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and National Dislocated Worker Grants.

ARTICLE IV. DURATION

In accordance with N.C.G.S. Section 160A-464(2), this agreement shall become effective on the date of the last chief elected official's signature and shall continue in effect until the Local Workforce Investment Area is re-designated by the Governor of North Carolina or by termination of this Agreement by a member unit of government as provided for in Article XI.

ARTICLE V. ASSURANCES AND CERTIFICATIONS

The member units will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and written directives and instructions relevant to Workforce Investment Area operation from the Governor of North Carolina or his/her designee.

ARTICLE VI. FINANCING/LIABILITY

In accordance with N.C.G.S. Section 160A-464(5), it is anticipated that funding necessary to implement this agreement shall be derived from a federal grant and/or state funds received through the Governor. In the event it is necessary to appropriate non-federal funds for the purpose of implementing this agreement, the parties agree, as between themselves, that the state fair share allocation formula shall be used.

The undersigned units of local government hereby acknowledge that they are jointly and severally accountable for liabilities arising out of activities under the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and for all funds received by the Workforce Investment Area grant recipient pursuant to WIA. Liability includes, but is not limited to, responsibility for prompt repayment from nonprogram funds of any misexpenditures by the administrative entity of the Local Workforce Investment Area, or any of its subrecipients or contractors, or the Workforce Development Board. As between the consortium members themselves, liability shall be apportioned in the following manner: (a) to the extent that a particular county benefits from costs disallowed (e.g. an ineligible participant from a particular county received training, the cost of which is subsequently disallowed) that county may be liable for those disallowed costs; (b) any disallowed cost for which the benefiting county cannot be determined shall be divided equally among the undersigned units of local government.

Any entity or joint agency created or designated by this Local Workforce Investment Area, including the Workforce Development Board (WDB), and Administrative Entity shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

ARTICLE VII. ESTABLISHMENT OF CENTRALINA WORKFORCE DEVELOPMENT BOARD (WDB)

A. Upon designation by the Governor of North Carolina of the Centralina area as a local workforce investment area, the Chairmen of the Boards of County Commissioners of each of the undersigned units of local government shall certify that the current Centralina Workforce Development Board (hereinafter Centralina WDB) as such entity is defined in the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompanying regulations and in accordance with the State of North Carolina Executive Order 90 (December, 1995) will serve as the region's workforce investment board. The members of the Centralina WDB are to be selected in accordance with the nominating process and representative scheme set forth in the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompanying regulations.

B. The Centralina WDB shall consist of at least twenty-four (24) members. A minimum of thirteen (13) of these members shall represent the private sector as that term is defined in the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompanying regulations. Of these thirteen private sector members, at least one shall represent each of the seven undersigned units of local government, when feasible. Of the eleven (11)

remaining members, one shall represent adult education and literacy, one shall represent higher education, one shall represent economic development agencies, one shall represent state employment service agencies, one shall represent vocational rehabilitation agencies, one shall represent social service agencies, and five shall represent a combination of labor, apprenticeship, and community based organizations.

C. The initial terms of twelve members of the initial Centralina WDB shall expire after one year and the initial terms of the remaining members shall expire after two years. Thereafter, the terms of service for all members of the Centralina WDB shall be two years.

D. Successors to the initial members of the Centralina WDB who die, resign, or otherwise cease to serve, shall be selected by Chairmen of the Boards of Commissioners of the undersigned units of local government. If the Chairmen desire to reappoint a current member of the Centralina WDB to another two (2) year term, the nominating process described in the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompany regulations need not be followed. If the Chairmen do not desire to reappoint a current member of the Centralina WDB to another two-year term, then nominations to fill the vacancy shall be sought in accordance with the process described in the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompany regulations.

E. Private sector representatives on the Centralina WDB shall be selected by Chairmen of the Boards of Commissioners of the undersigned units of local government from a slate of individuals nominated by general-purpose business organizations after consulting with, and receiving recommendations from, other business organizations in the Local Workforce Investment Area. The number of nominations shall be at least 150 percent of the number of private sector individuals to be appointed in the county. Such nominations, and the individuals selected from such nominations, shall reasonably represent the industrial and demographic composition of the business community. All private sector representatives must be active with their company or business (non-retiree). Private sector representatives, who shall constitute a majority of the membership of the WDB, shall be owners of business concerns, chief executive officers, chief operating officers, or other private sector executives who have substantial management, recruitment, hiring authority, or policymaking responsibility. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business (500 or fewer employees), including minority and women-owned businesses.

Education representatives on the Centralina WDB shall be selected from among individuals nominated by the local educational agencies, vocational education institutions, institutions of higher education, or general organizations of such agencies or institutions, and by private and proprietary schools or general organizations of such schools, within the Local Workforce Investment Area.

Recognized State and local labor organizations or appropriate building trade councils shall recommend labor representatives. The remaining members of the Centralina WDB shall be selected from individuals recommended by interested organizations.

F. The composition of the Centralina WDB shall at all times conform with the requirements of the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 and accompany regulations, including N.C.G.S. Section 160A-464(3).

ARTICLE VIII. APPOINTMENT OF PERSONNEL

The Chairmen of the Boards of Commissioners of the undersigned units of local government are hereby authorized to enter into agreements with the Centralina Workforce Development Board specifying procedures for development of the workforce development plans; agreements relating to the selection of a grant recipient and entity to administer the workforce development plans; and any other agreements necessary to advance the administration of the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, within the Centralina Local Workforce Investment Area, in accordance with N.C.G.S. Section 160A-464(4).

ARTICLE IX. OWNERSHIP OF REAL PROPERTY

In accordance with N.C.G.S. Section 160A-464(6) and applicable WIOA, NDWG, and Federal property guidelines, the Centralina Workforce Development Consortium shall adhere to the procedures outlined in NC Department of Commerce policy for all property transactions under WIOA and NDWG including the buying or selling of real property. The Centralina Workforce Development Consortium will neither acquire nor dispose of real property.

ARTICLE X. AMENDMENTS

In accordance with N.C.G.S. Section 160A-464(7), this agreement may be amended at any time upon the consent of all parties as evidenced by resolution of the Chairmen of the Boards of Commissioners of the undersigned units of local government and as approved by the State. Whenever the position of designated Chief Elected Official for the Centralina Local Workforce Investment Area becomes vacant, the individual selected as a replacement shall be approved through an amendment to this agreement by resolution of the Chairmen of the Boards of Commissioners of the undersigned units of local government.

ARTICLE XI. TERMINATION

In accordance with N.C.G.S. 160A-464(8), the undersigned units of local government may request termination of this agreement at any time upon six months prior written notice, such termination to be effective when the Governor considers Local Workforce Investment Area redesignation at the end of the then current subgrant agreement year.

ARTICLE XII. RATIFICATION

This agreement shall be effective upon ratification by the Boards of Commissioners of each of the undersigned units of local government. The agreement covers the four-year period of July 1, 2023 to June 30, 2027.

ANSON COUNTY

By: _____ Date _____
JD Bricken, Chairman, Board of Commissioners
Anson County

CABARRUS COUNTY

By: _____ Date _____
Steve Morris, Chairman, Board of Commissioners
Cabarrus County

IREDELL COUNTY

By: _____ Date _____
Melissa Neader, Chairman, Board of Commissioners
Iredell County

LINCOLN COUNTY

By: _____ Date _____
Carrol Mitchem Chairman, Board of Commissioners
Lincoln County

ROWAN COUNTY

By: _____ Date _____
Greg Edds, Chairman, Board of Commissioners
Rowan County

STANLY COUNTY

By: _____ Date _____
Scott Efird, Chairman Board of Commissioners
Stanly County

UNION COUNTY

By: _____ Date _____
Stony Rushing, Chairman, Board of Commissioners
Union County

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Micah Ennis, Director, DSS
DATE: 4/6/23
SUBJECT: GRANT APPLICATION: DSS request to enter MOA with Cabarrus Health Alliance

Cabarrus Health Alliance is applying for funds through the U.S. Department of Health and Human Services Office of Population Affairs to implement AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services*. Rowan Department of Social Services requests approval to participate in the grant application as a sub-recipient by signing the attached Memorandum of Agreement. If the grant is awarded, Rowan DSS would participate in the project by implementing a teen pregnancy education program.

Per the MOA: "The purpose of this MOA is to document the efforts and collaboration of CHA and its local partners to carry out the objectives of the *Advancing Equity* funding, if awarded."

If awarded, the sub-award amount would be \$15,000 per year for 5 years (no local match required).

Recommendation:

Approve the County Manager to sign the MOA on behalf of Rowan DSS to participate as a sub-recipient for the Cabarrus Health Alliance grant application, *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services*.

ATTACHMENTS:

Description	Upload Date	Type
MOA with Cabarrus Health Alliance	4/6/2023	Exhibit

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

The Public Health Authority of Cabarrus County, *d.b.a.* Cabarrus Health Alliance

AND

Subrecipients under AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services*

This document constitutes a Memorandum of Agreement (hereinafter referred to as “MOA” or “the MOA”) between The Public Health Authority of Cabarrus County, *dba* Cabarrus Health Alliance (hereinafter called “CHA”) and Subrecipients.

I. Purpose & Background

The U.S. Department of Health and Human Services Office of Population Affairs (OPA) has announced fiscal year 2023 funds to implement AH-TP1-23-001: *Advancing Equity in Adolescent Health through Evidence-Based Teen Pregnancy Prevention Programs and Services* (herein after called *Advancing Equity*). Consistent with the authority of Division H, Title II of the Consolidated Appropriations Act, 2023 (Public Law No. 117-328), this notice solicits applications for projects to serve communities and populations with the greatest needs and facing significant disparities to advance equity in adolescent health through the replication of evidence-based teen pregnancy prevention programs (EBPs) and services. Funding for projects authorized under this Notice of Funding Opportunity (NOFO) is to replicate EBPs and not for service delivery.

The purpose of this MOA is to document the efforts and collaboration of CHA and its local partners to carry out the objectives of the *Advancing Equity* funding, if awarded.

II. Roles & Responsibilities

A. CHA agrees to the following roles and responsibilities under this MOA in support of the goals of this cooperative agreement:

- Serve as prime recipient of funds under AH-TP1-23-001, if awarded
- Coordinate cross-county Learning Collaborative activities
- Provide primary programmatic and financial reporting to the OPA
- Keep all subrecipients informed of their subaward budgets and balance through the end of the subaward or entire cooperative agreement.
- Provide to subrecipients required training consistent with the Notice of Award, including but not limited to: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity; as appropriate.
- Ensure fiscal procedures in order to track, monitor, and report expenditures in a timely manner, consistent with the NOFO and 45 CFR 75
- Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

B. The Subrecipient agrees to the following roles and responsibilities under this MOA in support of the goals of this project:

Roles:

- Serve as the subrecipient of awarded funds under the *Advancing Equity* project, AH-TP1-23-001, if awarded.
- Maintain organizational capacity to effectively, efficiently, and implement locally-tailored evidence- and practice-based strategies within the period of performance
- As indicated in the NOFO, Subrecipient agrees to meet each of the below expectations in the execution of the subaward:
 1. Focus on areas of greatest need and facing significant disparities
 2. Engage in a planning period
 3. Replicate to scale evidence-based teen pregnancy prevention programs with fidelity and quality
 4. Engage with CHA to review materials prior to implementation to be age-appropriate and medically-accurate, culturally and linguistically-appropriate, trauma-informed, and inclusive of all youth
 5. Engage youth, caregivers, and the community throughout your subaward
 6. Connect or strengthen your network of adolescent-friendly supportive services
 7. Ensure equitable, safe, supportive, and inclusive environments
 8. Monitor and improve the overall project to ensure services offered are equitable, accessible, of the highest quality, and best fit for the communities and populations served

Responsibilities:

- Receive training from OPA, Cabarrus Health Alliance, or *Advancing Equity*-contracted partners to include but not limited: evidence-based programs (EBP), data collection, monitoring, staff development, trauma-informed approaches, and equity, as appropriate, or as indicated in the Notice of Award
- Participate in cross-county Learning Collaborative activities
- Implement communication strategies that will support awareness, acceptance of, and recruitment into the selected evidence-based programs
- Assure that materials and language used are respectful of and responsive to the cultural and linguistic needs of the population being served. This includes being respectful and responsive to individual cultural health beliefs and practices, preferred languages, health literacy levels, and communication needs
- Develop and/or leverage partnerships and/or coalitions to help mobilize resources, influence systems, and serve as catalysts for changing policies, programs, and practices within the community
- Monitor progress of the subaward budget, activities, and deliverables, including participation in the Monitoring and Improvement Plan (MIP) as appropriate to the subaward
- Provide timely progress reports on subaward context, outcome-related performance measures, health equity approaches, successes, challenges, and lessons learned throughout periodic reporting as established in the Notice of Award
- Participant in any required OPA or CHA evaluation guidance, technical assistance, or support webinars, trainings, monthly calls, and/or written materials
- Ensure fiscal procedures in order to track, monitor, and report expenditure in a timely manner, consistent with the NOFO and 45 CFR 75

- All prior financial approval requests must be submitted by the 15th of the month proceeding the month in which items wishes to be executed. CHA requests five business days to review and approve in writing approval or denial or request for more information.
- All expenditure reports are due by the 30th of the month following the completion of the project and/or request for reimbursement (ex: reimbursement for staffing costs for the month of April should be submitted no later than 30th of May).
- Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

III. It is mutually understood and agreed by and between the Parties that:

- CHA and the Subrecipient will work in collaboration to share information on cases for which both the Parties are involved.
- Both the Parties agree to provide all services detailed within this MOA.
- Both the Parties agree to coordinate the project activities of all groups participating in their local portion of this project.
- Both the Parties agree to abide by Federal and State guidelines regarding equal opportunity, drug-free workplace(s), and financial reporting.

IV. Responsible Personnel

The Responsible Personnel will oversee all phases of this project's implementation and operation. Members of the aforementioned will include:

- *From CHA:* Megan Shuping or designee
- *From Subrecipient:* To be determined

V. Confidentiality

All information as to personal facts and circumstances obtained by either of the Parties in connection with the provision of services and/or other activity under this MOA:

- ...shall be privileged communication;
- ...shall be held confidential;
- ...shall not be divulged without the Responsible Personnel's written consent except as may be otherwise required by applicable law or regulation, upon which prior written notice shall be sent to the affected party.

VI. General Terms and Conditions

A) Suspension and Debarment

Subrecipient represents and warrants that it will not enter into a contract award (2 CFR 180.220) with parties listed on the government-wide exclusions in the System for Award Management (SAM) or Debarred Vendors identified by the NC Department of Administration.

B) Availability of Funds

The Parties agree and understand that payment of services specified in this MOA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the CHA. MOA shall automatically terminate if funds cease to be available.

C) *Federal Funds*

The following federal provisions apply to all aspects of this MOA pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); the Federal Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) codified at 2 C.F.R. 200 Subpart F; and Record Retention Requirements (2 CFR § 200.324).

D) *Civil Rights*

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin; Title IX of the Education Amendments of 1972 (P.L. 88-352) as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; The Age discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatments and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol or alcoholism; Title VIII of the Civil Acts Right of 1968 (42 U.S.C. 3601 et seq) as amended, relating to nondiscrimination in the sale, retail, or financing of housing; the Food Stamp Act and USDA policy, which prohibits discrimination on the basis of religion and political beliefs; and the requirements of any other nondiscrimination statues may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

E) *Rehabilitation Act*

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

F) *The American with Disabilities Act 1990*

ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Region 4 LHD certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this MOA.

Effective Date and Signature

This MOA shall be effective upon the signature of CHA and Rowan County Department of Social Services authorized officials. It shall be in force from July 1, 2023 to June 30, 2028. CHA and Rowan County Department of Social Services indicate agreement with this MOA by their respective signatures, as follows.

I hereby agree to serve as the lead agency for my sections of this project, and I agree to abide by the terms and conditions contained in this Memorandum of Agreement between The Public Health Authority of Cabarrus County and [Click or tap here to enter text] for the purpose and scope described in detail in this document.

Rowan County DSS
1813 E. Innes Street
Salisbury, NC 28146

CABARRUS HEALTH ALLIANCE
300 Mooresville Road
Kannapolis, NC 28081

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

Authorized
Signature: _____

Name: Erin Shoe, MPH

Title: CEO, Director of Public Health Services

Date: _____

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

Sue K. Yates
Chief Financial Officer
Cabarrus Health Alliance

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: Sarah Pack, Clerk to the Board
DATE: 4/17/23
SUBJECT: Consider Approval of the Minutes 4/3/23

Please approve the minutes from the regular meeting held on 4/3/23.

ATTACHMENTS:

Description

April 3, 2023

Upload Date

4/12/2023

Type

Cover Memo

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



Aaron Church, County Manager
Sarah Pack, 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

April 3, 2023 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:

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

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

Call to Order

Chairman Edds called the meeting to order at 3:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda

Chairman Edds said Steve Simpson's application for the Scotch Irish Volunteer Fire Department Fire Commissioners will be considered in addition to the two other applications that were received.

Consider Deletions From the Agenda

There were no deletions from the agenda.

Consider Approval of the Agenda

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

Consider Approval of the Consent Agenda

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

A. Proclamation Recognizing Telecommunicators Week, as follows:

PROCLAMATION
PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 9-15, 2023

WHEREAS, the services and functions performed by the Rowan County Public Safety Telecommunicators are critical to the safety and welfare of the citizens of Rowan County and the municipalities; and

WHEREAS, the Public Safety Telecommunicators provide 24-hour service seven days per week as the vital link in the chain of emergency services providers; and

WHEREAS, these dedicated professionals are the initial point of contact for citizens in crisis situations who need emergency services assistance. In answering the public's daily cries for help, they are often instrumental in saving lives and reducing property damage when tragedy strikes.

NOW THEREFORE the Rowan County Board of Commissioners does hereby proclaim April 9-15, 2023 as "Public Safety Telecommunicators Week" in Rowan County and urges all citizens to acknowledge the contributions of these loyal public servants.

B. National Cinemedia Agreement

C. Budget Amendments, as follows:

Social Services	To budget the funding authorization received for Adult Protective Services Essential Services	\$5,584
Public Health	To budget increase in Smart-Start Healthy Beginnings grant	\$13,845
Public Library	To budget Salisbury-Rowan Comm Foundation Grant	\$3,500
Cooperative Extension	To recognize National Rifle Association Shooting Sports Club Grant awarded	\$2,300
Cooperative Extension	To budget for Cooperative Extension additional revenue and expenditures	\$5,000
Finance	To reverse Budget Amendment 07-414 and place funds back in Schools Current Expense (American Rescue Plan Act Revenue Replacement)	\$92,911

D. Rowan Cabarrus Community College Design Funding Request

E. Vaya Health Update

F. Request to Use West End Plaza Parking Lot

G. Budget Appropriation Increase for Rowan Museum

H. Consider Approval of the Minutes 3/20/23

I. South Data Inc. Amendment and Approval

J. Wharton Smith Office Lease at West End Plaza

K. Title Change Only Requested by Social Services

L. Title Change Only Requested by Sheriff Travis Allen

M. CivicClerk Sole Source

N. Schedule Public Hearing for Revisions to County Incentive Policy for 4/17/23

O. Award Woodleaf Park Project Bid to Randolph and Sons Builders Incorporated

Public Comment Period

There were no public comments.

Child Abuse Prevention Month Report

Amy Brown, Smart Start Rowan Executive Director/Community Child Protection Team (CCPT) Chair, explained the mission of Smart Start. Smart Start works with other community and County agencies to lay the foundation for improving the lives of children from birth to five years old. Ms. Brown detailed the items included in the CCPT report and listed seven ways the Board of Commissioners could support the CCPT.

Shawn Edman, Terrie Hess House Child Advocacy Center (THHCAC)/CCPT, explained the goals of the THHCAC. The year 2022 was a record year for cases and THHCAC is on track to surpass that in 2023. Mr. Edman explained some of the programs and strategies used in addressing abuse or other issues. A call center is being developed for the state of North Carolina. There is also a therapy-based program for caregivers and young children who may be experiencing difficulties. Economic insecurity is a big factor in abuse. Financial stressors can be overwhelming. Mr. Edman asked for the Board's support in preventing child abuse.

Commissioner Klusman asked how many abusers are known to the child and Mr. Edman said ninety percent.

Alyssa Harris, Rowan Public Health Director/CCPT, said that often substance abuse is a key emerging issue that effects the development of children. Ten percent of Rowan County infants require a plan of safe care, meaning they are affected by illegal substances at birth. She gave statistics regarding the effect of substances on the population. She commended the Board for their economic support of the familial unit through funding community programs. In-patient stays often pose a large economic burden resulting in lack of services because of a person's inability to pay. Funding for community agencies makes access to these services more widespread.

Micah Ennis, Social Services Director/CCPT, said it's difficult to fathom that poverty affects people in Rowan County. Poverty doesn't cause abuse or neglect, but it poses a large challenge to those who want the best for their families. There are nearly 50,000 Rowan County residents on Medicaid, with approximately half of that amount receiving benefits from Food and Nutrition Services (FNS). Medicaid expansion will see an increase in this number. She gave statistics regarding poverty levels. She thanked the CCPT for their coordination and cooperation along with other county departments and said child protection is a collaborative effort.

Chairman Edds said better jobs help people economically. He asked what more the Board can do to ease the struggle with poverty. How can these people be connected with upcoming opportunities? Ms. Ennis suggested creating a team to study this issue and address it. There are a variety of reasons that people may be stuck in poverty. The CCPT would love to be a part of the conversation.

Vice-Chairman Greene asked about the number of people on Medicaid. Ms. Ennis said a more exact number is 47,500 individual beneficiaries. This includes children and adults. Vice-Chairman Greene asked if children affected by poverty and abuse are tracked and compared to graduation rates. Ms. Ennis suggested working with the school system to determine this answer.

She gave relevant statistics regarding current children in foster care and poverty. Vice-Chairman Greene discussed assisting children affected by poverty and abuse in order to determine the effect on graduation rates.

Chairman Edds asked about the budget to address this situation. Ms. Ennis said it is roughly \$250 million including Medicaid. This money goes to services and programs like FNS. This amount of money is staggering. The County needs to find a way to pass the dividend along.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve and accept the Community Child Prevention Team report.

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve a Proclamation for Child Abuse Prevention and Awareness Month, as follows:

Proclamation for Child Abuse Prevention and Awareness Month

WHEREAS, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, approximately 93,195 children were subject of investigations of abuse, neglect and/or dependency in North Carolina in fiscal year 2021; and

WHEREAS, 45 children were victims of homicide by their parent or caretaker in North Carolina during the year 2021; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; and

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

THEREFORE, the Rowan County Commissioners do hereby proclaim April 2023 as Child Abuse Prevention Month in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

Public Hearing and Finding Resolution for Installment Financing Airport Hangars

Finance Director Anna Bumgarner said pursuant to Section 160A-20 of the General Statutes of North Carolina and Section 147(f) of the Internal Revenue Code of 1986 with respect to an installment financing contract in the principal amount currently expected not to exceed \$8,701,000 the proceeds of which will be used to finance a portion of the costs of the acquisition, construction and equipping of the following: one new approximately 17,400 square foot public safety hangar (including office space) (the "Public Safety Hangar"), one approximately 20,600 square foot hangar (including office space) and three box hangars (approximately 4,000 square feet each) (collectively, the "Hangars"), all located at the Mid-Carolina Regional Airport. The Hangars will be owned by Rowan County, North Carolina. A portion of the Public Safety

Hangar may be leased to Novant Health, Inc. a North Carolina nonprofit corporation and an exempt organization under Section 501(c)(3) of the Code (or an affiliate or related party). A portion of the installment payments due under the Contract are expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The total project cost is currently estimated at \$12.7 million. The County has \$3 million in State Capital Infrastructure Funding (SCIF) for this project and \$1 million in County funding.

At 3:37 p.m. Chairman Edds opened the public hearing and closed it after no one wished to speak.

On motion of Edds, seconded by Pierce, the Board voted 5-0 to approve a Resolution Authorizing the Filing of an Application for Approval of an Installment Financing Contract Authorized by North Carolina General Statutes 160A-20 and Making Certain Findings Required by North Carolina General Statutes 159-151, as follows:

**RESOLUTION AUTHORIZING THE FILING OF AN
APPLICATION FOR APPROVAL OF AN INSTALLMENT
FINANCING CONTRACT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTES §160A-20 AND MAKING
CERTAIN FINDINGS REQUIRED BY NORTH CAROLINA
GENERAL STATUTES §159-151**

WHEREAS, the Board of Commissioners (the "Board of Commissioners") of Rowan County, North Carolina (the "County") desires to pursue the financing of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport (the "Project") pursuant to an installment financing contract, as permitted under N.C.G.S. §160A-20; and

WHEREAS, it is anticipated that the portion of the cost of the Project that will be financed, together with the payment of issuance expenses in connection with the financing, will not exceed \$8,701,000; and

WHEREAS, the installment financing contract for the financing of the Project pursuant to N.C.G.S. §160A-20 must be approved by the North Carolina Local Government Commission (the "LGC") and will only be approved if the findings of N.C.G.S. §159-151(b) have been made; and

WHEREAS, the County has today held a public hearing regarding financing of the Project through the execution and delivery of the installment financing contract, as evidenced by the Certificate and Summary of Public Hearing attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County, as follows:

- 1. After consideration, the Board of Commissioners has determined that the most*
- 2. advantageous manner of financing the Project is by an installment financing contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. In support thereof, the Board hereby makes the following findings of fact:*

- (a) Pursuant to Section 160A-20, the County is authorized to finance the Project by entering into an installment financing contract and a security agreement that creates a security interest in some or all of the Project to secure repayment of such financing.
 - (b) The proposed financing is necessary or expedient because it will provide needed improvements for the County.
 - (c) The proposed financing is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue.
 - (d) The cost of the proposed undertaking is approximately \$12,600,000, a portion of which will be paid with funds on hand and funds received under the State Capital and Infrastructure Fund. The remaining cost of the Project (\$8,701,000) exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted general obligation bonds that could be issued by the County in the fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.
 - (e) The sums proposed to be provided under the financing are adequate and not excessive for the stated purpose of financing the Project.
 - (f) The County's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.
 - (g) There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing.
 - (h) The County is not in default in any of its debt service obligations.
3. The attorney for the County will render an opinion that the proposed financing is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
 4. Each of the County Manager, the Finance Officer, and other appropriate officers of the County is hereby authorized and directed to proceed with the financing of the Project and the filing of an application with the LGC for its approval of such financing as described above for the financing of the Project in an amount not to exceed \$8,701,000, and the actions of any of the Chairman, the County Manager, the Finance Officer, and other officers of the County in connection therewith are hereby approved and confirmed.
 5. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.
 6. This resolution shall take effect immediately.

Commissioner Pierce said to grow the county, we have to be up to speed on transportation needs. Nowadays, corporate America flies rather than drives. There is a chartered airplane sales/detailing/flight school company moving in. The hangers are ready to be occupied. Customers are waiting for these hanger spots. This allows the County to grow the airport and bring more corporate business to the county.

Valerie Steele, Airport Director, explained some of the corporate clients coming to the airport and those that are already established. Aerowood Aviation is the official charter service for the Charlotte Hornets. This is big news for Rowan County.

Chairman Edds said Senator Carl Ford secured five million for the airport for new equipment.

Ms. Steele described new projects at the airport.

Chairman Edds explained some of the changes occurring due to the funding from Senator Ford. There is potential for additional revenue through various projects.

Grant Program Proposal: Plumbing Repair/Replacement for Eligible Customers of Northeast Rowan Water System

Randy Cress, Assistant County Manager/Chief Information Officer, said in July 2018, the Northeast Rowan County Water System (NRCWS) began distributing public water supply to customers who were previously supplied from private groundwater wells. NRCWS is a consecutive system that obtains water from Salisbury-Rowan Utilities (SRU) and serves a population of approximately 445 people. Rowan County owns the water system, and SRU serves as the "Operator in Responsible Charge" (ORC or "Operator"). SRU operates a water treatment plant that supplies the City and Northeast Rowan County systems.

Beginning in July 2018, NRCS and its Operator have performed semi-annual tap sampling for the Environmental Protection Agency's (EPA) Lead and Copper Rule compliance. The system's 90th percentile lead concentration had exceeded the EPA requirements as indicated in many of these water samples.

Analysis by outside engineering consultants also demonstrated that there is no source of lead in the public water supply but rather that lead was leaching into drinking water from old or outdated private plumbing systems and components within some customers' properties. The County and Operator have taken action to support the reduction of lead concentrations in homes in the system by altering treatment techniques to best prevent the leaching of lead in the private plumbing systems. More recently, the EPA created a Trigger Level for lead in drinking water of 10 parts-per-billion, or ppb (previously 50 ppb).

Rowan County has proactively researched methods to address lead leached into drinking water from private plumbing. The County also expects to receive funding from American Rescue Plan Act funds through the DEQ specifically intended to address lead contamination in drinking water. ARPA funding provides a potential opportunity for the County to assist citizens who may have lead leaching into their system from their private plumbing systems.

Rowan County proposes to establish the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of Northeast Rowan County Water System program. The Plumbing Grant will allow qualifying customers (those with prior sampling values greater than 10 ppb) to have appropriate repairs and/or replacements made in their private plumbing system to address materials causing lead to leach into the drinking water.

Ann Kitalong-Will, purchasing grants, explained the funding source for the grant.

Chairman Edds asked if this problem has grown over recent years. Mr. Cress said the county was already looking at the more aggressive 10 ppb.

Commissioner Pierce asked if the chemical booster station will still be needed and Mr. Cress said yes. There is a potential hydrogen (pH) requirement for the water system. Commissioner Pierce asked if the booster station should have been completed after replumbing the houses.

County Manager Aaron Church explained compliance requirements.

Commissioner Pierce asked how many homes will need to be replumbed. Mr. Cress gave an estimate based on the sampling. Commissioner Pierce asked about parameters regarding eligibility for replumbing and Mr. Cress gave date ranges and examples. Information will be distributed in mailers for bill payments.

Mr. Cress said this is a completely optional program over and above any state requirements. There is a voluntary process for homeowners who are interested.

Chairman Edds questioned how this process will vary from a similar process in the past.

Mr. Church said the booster station is required to remain in compliance.

County Attorney Jay Dees explained relevant aspects of the previous time water lines and the chemical booster station were addressed.

Mr. Church said action is not required at this time if the Board chooses to table this issue.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of Northeast Rowan County Water System.

Updated Rowan County Lease Proposal to United States Department of Agriculture for Space in West End Plaza

Ann Kitalong-Will, purchasing grants, said at the August 15, 2022, Regular Meeting of the Rowan County Board of Commissioners, the Commissioners approved the County Manager to sign and submit a proposal in response to United States Department of Agriculture (USDA) Request for Lease Proposal (RFL) No. 57-37159-22-FA for space in the West End Plaza (WEP).

In the months since first approval was received, the USDA and County staff have refined the initial proposal numbers. She shared updated numbers based on:

- Estimated cost of renovation (USDA space), amortized over 10 years at 7%
- Estimated operating costs (USDA space)
- Base shell rental rate (square feet)

Ms. Kitalong-Will discussed projected costs and revenue over a ten-year term. Submitting these updated forms to the USDA is the next step to negotiate lease rates for the space in West End Plaza designated for the USDA offices. The Board will be updated periodically as lease negotiation proceeds.

Amy-Lynn Albertson, Cooperative Extension Director, explained the relationship between the USDA and the County.

Commissioner Klusman asked about communication with the farm service representatives. Ms. Albertson explained the proposal that was completed. The combination of leases is a good thing.

On motion of Greene, seconded by Caskey, the Board voted 5-0 to authorize the County Manager to sign and submit the updated documents to the USDA as part of the County's proposal to the USDA to lease office space in West End Plaza.

Board Appointments

On motion of Pierce, seconded by Edds, the Board voted 5-0 to appoint Jereme Linker to the At Large seat and appoint Andrew King to the Alternate seat on the Town of Rockwell Board of Adjustments.

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to appoint Eddie Hawks to the Environmental/Health/Transportation seat on the Local Emergency Planning Committee.

Pierce moved to appoint Angelena Spillman to the At Large seat on the Planning Board, but the motion died for lack of a second.

On motion of Edds, seconded by Klusman, the Board voted 4-1 with Pierce opposed, to appoint Sean Reid to the At Large seat on the Planning Board.

On motion of Klusman, seconded by Greene, the Board voted 5-0 to appoint Jeannie Wooten Weaver to the County seat on the Rowan-Iredell Volunteer Fire Department Fire Commissioners.

On motion of Greene, seconded by Pierce, the Board voted 5-0 to appoint Steve Simpson, Bernie Jock Davis, and David Phillip Majors Junior to County seats on the Scotch Irish Volunteer Fire Department Fire Commissioners.

Closed Session

At 4:30 p.m. on motion of Edds, seconded by Pierce, the Board voted 5-0 to enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on March 6, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege between the attorney and the public body regarding airport leases.

Regular Session

At 5:30 p.m. regular session resumed.

Adjournment

At 5:31 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director and Travis Allen, Sheriff
DATE: 04/17/2023
SUBJECT: School Resource Officer (SRO) at Faith Academy Charter School

Faith Academy Charter School (FACS) is requesting that Rowan County Sheriff's Office provide a School Resource Officer (SRO) to finish out the 2022-2023 school year and for the 2023-2024 school year. This would be an additional position for the FY23-24 budget. The SRO would work at FACS for 10 of the 12 months and FACS has agreed to pay 83.3% ($10/12=0.83333$) of the SRO salary with benefits. That amount is currently estimated at \$71,822.09. A breakdown of those items is provided on Attachment A. The County has other cost associated with providing an SRO. Those cost are also included on Attachment A for the Boards information. Attachment A will be reviewed and updated each year with a new agreement. At the bottom of Attachment A 3 figures are provided the cost of salary and benefits (S&B), the cost of S&B with ongoing equipment cost and the cost of S&B with ongoing and annualized one time equipment cost.

As a point of reference, the County currently has 5 SROs in the Rowan Salisbury Schools (RSS). For the FY22-23 year RSS paid \$389,368. RSS paid 83.3% of the S&B of 2 SROs assigned to East Rowan and West Rowan. RSS paid 100% off the S&B of 3 SROs assigned to Erwin, West, and Southeast Middle Schools. RSS receives a grant to cover the cost of the Middle School SROs. This agreement says they will cover actual, direct, and related cost. The numbers provided on Attachment A are estimates.

In the FY23 agreement with RSS it states:

Article V
Financing the School Resource Officer Program

For a twelve (12) month period beginning July 1, 2022 from June 30, 2023 ("Term") the Board agrees to pay the Agency the sum of **\$389,368.29** said sum representing the actual, direct, and related costs of implementing this program (i.e., salary, benefits, training, uniforms, vehicle fuel costs, vehicle maintenance, and any and all other equipment and duty gear). As consideration for the aforementioned compensation, the SRO will provide the services discussed in the Agreement for forty (40) hours each week, the schedule of such hours, which may include the coverage of sporting and extracurricular events at the school in the evening, to be determined

by the Principal. Consistent with the Fair Labor Standard Act (FLSA), the SRO will be awarded compensatory time at a rate of one and a half hours for each hour worked in excess of forty (40) hours in any given week. When possible, compensatory time should be used any time school is not in session and/or when students are not on campus. Continuation of the program shall be contingent upon available funding.

2

Attached is a copy of the proposed agreement and Attachment A for FACS. Also included is a copy of the FY22-23 agreement with RSS.

Based on the agreement it would be recommended to enter into a MOU that covers the salary, benefits and ongoing cost for the officer estimated at \$84,540.34 for 10 months. The prorated amount for FY22-23 to be determined based on start date of an officer at FACS.

Authorize the County Manager to sign an agreement with Faith Academy Charter School to provide a School Resource Officer for the remainder of FY2022-2023 and FY2023-2024 school year with Faith Academy Charter.

ATTACHMENTS:

Description	Upload Date	Type
MOU for SRO at FACS	4/9/2023	Backup Material
Attachment A MOU for SRO at FACS	4/9/2023	Backup Material
FY23 MOU for 5 SRO at RSS	4/9/2023	Backup Material

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

This Agreement is made this the ____ day of _____ 20____, by and between Faith Academy Charter School Board of Directors ("Board"), the Rowan County Sheriff's Office ("Agency"), and Rowan County.

WITNESSETH

WHEREAS, the Board is a chartered public school in the State of North Carolina, and the Board and Agency recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Rowan County, North Carolina, and particularly to the students and staff of the school; and

WHEREAS, the Board desires to have the Agency provide School Resource Officer(s) to its campus and building that will include middle school and high school students.

WHEREAS, the Agency is willing to provide School Resource Officers to certain public middle schools and high schools in Rowan County; and

WHEREAS, it is in the best interest of the School, the Agency, and the citizens of Rowan County to make the School Resource Officer Program available to FACS as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

Article I Purpose

This Agreement formalizes the relationship between the Board and the Agency in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and students in the Faith Academy Charter School. A School Resource Officer Program shall be provided to establish a safe and secure environment at FACS and improve student learning, student attendance and the overall quality of the educational program for students and educators. This success of this Agreement will rely upon the effective communication between the School Resource Officer, the principal of the FACS and Board Chairman. Subject to Article VIII, the School Resource Officer Program shall continue indefinitely hereafter contingent upon the availability of funds for the program; however, the parties shall revisit the terms of this Agreement annually.

Article II Duties of the Agency

The Agency shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

1. The Agency shall assign a regularly employed Law Enforcement Officer to the FACS. The Agency shall take the lead in the hiring process with input from the Board Chairman and principle of FACS. The Board prefers an SRO who has experience working with youth, has an even temperament, and can set a good example for students. Any Law Enforcement Officer assigned to serve as an SRO shall be in good standing and have a positive work history with the Agency.
2. Sex Offender Registry Checks. The Agency shall conduct a check of all sworn law enforcement officers assigned to the School as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Agency certifies that no individual may provide services to the School under this MOU if he/she appears on any of the sex offender registries.
3. The Agency shall provide the SRO(s) with the same type benefits, equipment, supplies, and training as that provided regularly employed Law Enforcement Officers.
4. The SROs shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency and shall receive specific training in serving as an SRO. The Agency agrees to make reasonable attempts to schedule in-service trainings to minimize the SRO's absence from school on an instructional day.
5. The Agency shall designate a regularly employed Law Enforcement Officer to supervise the SRO Program and to coordinate functions of the SRO Program with the Board Chairman and Principle of FACS. Responsibilities of the SRO supervisor will include; coordinating work assignments of the SRO's, ensuring SRO's are in compliance with directives and policies with the Agency; and coordinating SRO scheduling and work hours such as vacation request, sick leave, etc.

Article III Duties of the SRO

1. The SRO shall wear the appropriate uniform as issued by the Agency and shall be neat and well groomed, and shall maintain high visibility at all times, especially in areas of student gatherings and where incidents of crime or violence are most likely to occur.
2. The SRO shall take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the Board of any additional law enforcement responsibilities that need to be undertaken. The SRO shall notify the

- Board Chairman, Principal and Agency as soon as possible, if an investigation produced evidence of danger for any individual associated with the FACS or if there is a potential for violence at any of the schools.
3. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of the law, except to support staff in maintaining a safe school environment. The SRO shall assist with duties regularly assigned to school personnel such as lunchroom or hall duty when the SRO and Principal have determined it is necessary to maintain a safe school environment. Nothing herein is intended to preclude the SRO from being available in areas where interaction with students is expected, or from attending and serving as a witness at student disciplinary hearings if requested by school officials.
 4. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The SRO will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
 5. The SRO shall comply with all laws, regulations, and FACS Board policies applicable to its employees, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that the SRO shall under no circumstances be required or expected to act in a manner inconsistent with his/her duties as a law enforcement officer. The use of confidential student records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable School policies and procedures. The principal shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, SRO may not inspect and/or copy confidential student records except in specific emergency situations that present imminent danger to students or other members of the community, if knowledge of personally identifiable information in such records is necessary to protect the health and safety of the student or other persons, or in any other exception as allowable under FERPA or relevant School policies.
 6. The SRO shall remain on the school grounds during normal school hours. There may be occasions in which the SRO is called to assist at other school events as available within the normal course and scope of customary work hours. The principal or/and the Board Chairman should be informed of any planned or unplanned SRO absence from the campus.

7. The SRO shall be a positive role model at all times and in all facets of the job; seek to establish a rapport with staff, faculty, students and others associated with the school; and encourage students in developing positive attitudes towards the school, education, and positive living in general. The SRO shall hold conferences and interviews with students, parents and staff and faculty members, in order to assist them with problems of law enforcement and crime prevention. Confidential information will be protected to the fullest extent of the law, unless the individual being conferenced or interviewed permits otherwise.
8. The SRO shall attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer's work and to promote awareness of law enforcement functions in the school setting.
9. The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate.
10. The SRO shall confer with the Principal and Board Chairman to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
11. The SRO shall, whenever possible, participate in or attend school functions in order to assure the peaceful operation of school-related programs.
12. The SRO shall evaluate traffic flow at the school to determine what level of control is needed and, in the absence of appropriate school personnel, arrange for traffic control during specified times. The SRO will perform traffic control thirty (30) minutes before the start of school time and thirty (30) minutes after the end of school time.
13. The SRO shall coordinate with the Principal and Board Chairman and be responsible for law enforcement and security activity at extra-curricular events, including but not limited to all extra-curricular and sports events.
14. The SRO shall attend in-service trainings as required by the Agency, as well as trainings and information sessions on topics relevant to the duties of the SRO.
15. The SRO shall not discuss matters of school concern with anyone other than the Principal or Board Chairman of FACS, or the Agency, unless otherwise authorized by the Agency or the School.
16. The SRO shall develop expertise in presenting several subjects, particularly in meeting federal and state mandates in drug abuse prevention and or gang prevention education and provide these presentation at the request of the FACS Principle and/or Board Chairman in accordance with the established curriculum. Notwithstanding the foregoing, the parties recognize the Board shall maintain full, final and plenary authority over curriculum and instruction at FACS, including the instruction to individual students. The parties recognize and agree that the classroom instruction at FACS is the responsibility of the classroom teacher, and the SRO shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

Article IV Duties of the School

1. The Board agrees to provide SRO assigned to its school:
 - a. Access to suitable accommodations at the school.
 - b. A radio for use on campus.
 - c. Keys to the assigned school.
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about the School Resource Officer's work, goals and objectives. School administrators shall seek input from the SRO regarding criminal justice problems relating to students and school security issues.
2. The Board acknowledges that enforcement of the FACS School Code of Student Conduct is the responsibility of the school principal. The principal shall refrain from involving the SRO in the enforcement of disciplinary rules that do not constitute violations of law (including, but not limited to, conducting searches and interviews of students), except to support staff in maintaining a safe school environment.
3. The Board acknowledges that the SRO constitutes a law enforcement presence. The Board authorizes the principal to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and School policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

Article V Financing the School Resource Officer Position

For a TEN (10) month period beginning the ____ day of _____, 20____ through the ____ day of _____, 20____ ("Term"), the Board agrees to pay the Agency the sum of \$_____. said sum representing the ten month prorated estimate of direct and related costs of providing this position (i.e., salary, benefits, training, uniforms, vehicle fuel costs, vehicle maintenance, and any and all other equipment and duty gear) calculated as the annual salary for the position based on the pay grade for a Master Deputy. As consideration for the aforementioned compensation, the SRO will provide the services discussed in the Agreement for forty (40) hours each week, the schedule of such hours, which may include the coverage of sporting and extracurricular events at the school in the evening, to be determined by the Principal and Board Chairman. Consistent with the Fair Labor Standard Act (FLSA), the SRO will be awarded compensatory time at a rate of one and a half hours for each hour worked in excess of forty (40) hours in any given week. When possible, compensatory time should be used any time school is not in session and/or when students are not on campus. Continuation of the program shall be contingent upon available funding. The calculation will be reviewed each year and adjusted to new salary and benefits related to the Master Deputy assigned. The Agency will provide Attachment A to show the calculation breakdown. The Board agrees to pay 83.3% of the amount shown on Attachment A.

The Agency shall not utilize the SRO during the designated workday and term of this Agreement for duties other than set forth herein, except in rare and serious emergencies as declared by the Agency. Upon notification from the School, the Agency may also utilize an SRO when his or her services are not otherwise required. The Board agrees that it will notify the Agency during the summer months (and on school holidays) if and when an SRO is not needed at the assigned school.

Article VI Employment Status of School Resource Officers

The SRO shall remain at all times an employee of the Agency and shall not be an employee of the School. Selection of personnel for assignment to the School Resource Officer Program is made by the Agency. The Agency may dismiss or reassign an SRO based on the Agency's Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Rowan County.

The SRO, school principal and Board Chairman are expected to meet on a regular basis to discuss issues, duties and responsibilities. In the event the principal and or the Board Chairman (or acting Principal) feels that an SRO is not effectively performing his or her duties or responsibilities, the Principal shall meet with the Board Chairman and he/she will recommend that the SRO be removed from the program and shall state the reasons in writing. Within ten (10) days after receiving the request from the Board Chairman, the Agency shall ensure that the SRO shall be removed from the program at the school and a replacement shall be obtained.

In the event of the resignation, dismissal, or reassignment of the SRO, the Agency shall provide a replacement for the SRO within a reasonable period of time, not to exceed sixty (60) days. During such interim period, the Agency shall assign an alternate Law Enforcement Officer to carry out the duties of the SRO until a replacement can be secured.

Article VII Scope of SRO Duties

The SRO is, first, a law enforcement officer employed and retained by the Agency and whose primary duty is enforcement of the law. Responsibility for the conduct of the SRO, both personally and professionally, shall remain with the Agency. The SRO shall also be subject to the general supervision of the principal or principal's designee and Board Chairman, provided that they shall under no circumstances be required to act in a manner inconsistent with their duties as a law enforcement officer.

Article VIII Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon twenty (20) days' written notice to the other party. Termination of this Agreement may only be accomplished as provided herein. In the event the Agreement is terminated, compensation will be made to the Agency for all services performed to the date of termination. The Board shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of the Agreement.

Article IX
Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Board Chairman
Faith Academy Charter School, Inc.
1000 School St.
PO Box 182
Faith, NC 28041
704-209-6206
704-603-8437

AGENCY
Rowan County Sheriff's Office
ATTN: Sheriff
232 North Main Street
Salisbury, NC 28144

Article X
Miscellaneous Provisions

1. The Agency and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto.
2. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Rowan County, North Carolina.
3. This Agreement may be modified or amended by mutual consent of both parties as long as the amendment is executed in the same fashion as the Agreement.
4. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. State Indebtedness Clause: No indebtedness of any kind incurred or created by a charter school shall constitute an indebtedness of the State of North Carolina and/or its political subdivisions, and no indebtedness of a charter school shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina and/or its political subdivisions as required by North Carolina General Statutes Section 115C-238.29H(al). Both Vendor and Client agree to indemnify and hold harmless the State of North Carolina for any indebtedness related to this

Agreement.

7. The Board can request additional off-duty security when needed if available from the Agency. The off-duty security will be paid directly by the Board at the current rate that is agreed upon between the Board and the Agency.

{Signature Page Follows}

IN WITNESS THEREOF, the parties hereby execute this Agreement, this the _____ day of _____ 2023.

Faith Academy Charter School:

By: _____ Date: _____
George A. Wilhelm, Chairman

ROWAN COUNTY SHERIFF'S OFFICE:

By: _____ Date: _____
Travis Allen, Sheriff

ROWAN COUNTY:

By: _____ Date: _____
Aaron Church, Manager

Attachment A

**ATTACHMENT A
ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - LEO**

2024 BUDGET YEAR

Key in gray sections only

Department Name	Sheriff's Office				
Position Title	School Resource Officer/Master Deputy				
Hours (per week)	40	Salary		Grade	15
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

<u>Salary / Benefits</u>		Total Cost	New County Funds Requested
Salary		\$ 56,955.36	\$ 56,956.00
Health Insurance	\$1,060 / Mo	12,720.00	\$ 12,720.00
Medicare	1.45%	825.85	\$ 830.00
Retirement	14.10%	8,030.71	\$ 8,040.00
Social Security	6.20%	3,531.23	\$ 3,540.00
Workers Comp	2.30%	1,309.97	\$ 1,310.00
401(k)	5.00%	2,847.77	\$ 2,850.00
Total Salary / Benefits		86,220.89	\$ 86,246.00

Equipment Costs

Ongoing Costs

Training/Travel	1,500.00	\$ 1,500.00
Uniforms	1,200.00	\$ 1,200.00
Vehicle Fuel Cost	2,580.00	\$ 2,580.00
Vehicle Maint Cost	2,620.00	\$ 2,620.00
Taser	2,600.00	\$ 2,600.00
Body Camera	699.00	\$ 699.00
Supplies	1,000.00	\$ 1,000.00
Cell Phone	480.00	\$ 480.00
Computer	1,320.00	\$ 1,320.00
DCI License	144.00	\$ 144.00
Computer Air Card	1,100.00	\$ 1,100.00

Subtotal	15,243.00	15,243.00
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<u>One Time Cost</u>	Total Cost	Divided by 10
Vehicle	46,000.00	\$ 4,600.00
Vehicle upfit	14,300.00	\$ 1,430.00
Vest	1,150.00	\$ 115.00
Handgun	550.00	\$ 55.00
Patrol Rifle	990.00	\$ 99.00
Portable Radio	7,650.00	\$ 765.00
Subtotal	70,640.00	\$ 7,064.00

Total Cost	172,103.89	108,553.00
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FACS PAYS	83.30%	\$ 71,842.92	Salary & Benefits Only
	83.30%	\$ 84,540.34	Salary & Benefits w/ Ongoing Equip Cost
	83.30%	\$ 90,424.65	Total annualized cost Salary & Equipment

77,873.65 per officer

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

This Agreement is made this the 8th day of August 2022, by and between the Rowan-Salisbury Board of Education ("Board") and the Rowan County Sheriff's Department ("Agency").

WITNESSETH

WHEREAS, the Board and the Agency recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Rowan County, North Carolina, and particularly to the students of the public school system of Rowan County, North Carolina; and

WHEREAS, the Board desires to have the Agency provide School Resource Officers to certain public middle schools and high schools in Rowan County; and

WHEREAS, the Agency is willing to provide School Resource Officers to certain public middle schools and high schools in Rowan County; and

WHEREAS, it is in the best interest of the Board, the Agency, and the citizens of Rowan County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

Article I Purpose

This Agreement formalizes the relationship between the Board and the Agency in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and students in the Rowan-Salisbury Schools (RSS). A School Resource Officer Program is hereby established in the RSS to establish a safe and secure environment on the campuses of the public middle schools and high schools in RSS by preventing crime and violence. The goals of the School Resource Officer Program are to improve student learning, student attendance and the overall quality of the educational program for students and educators. The success of the School Resource Officer program relies upon the effective communication between the School Resource Officer, the principal of each individual RSS school served by the School Resource Officer program, and other key staff members of each party. Subject to Article VIII, the School Resource Officer Program shall continue indefinitely hereafter contingent upon the availability of funds for the program; however, the parties shall revisit the terms of this Agreement annually.

80% is 42 weeks
90% is 46 weeks

Article II Duties of the Agency

The Agency shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

1. The Agency shall assign a regularly employed Law Enforcement Officer to each school listed on **Exhibit "A"** attached hereto and incorporated by reference herein. The Agency shall take the lead in the hiring process, with the Director of Safety/Risk Manager and Principal of each school serving as a member of the interview team. The Board prefers an SRO who has experience working with youth, has an even temperament, and can set a good example for students. Any Law Enforcement Officer assigned to serve as an SRO shall be in good standing and have a positive work history with the Agency.
2. Sex Offender Registry Checks. The Agency shall conduct a check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Agency certifies that no individual may provide services to the School System under this MOU if he/she appears on any of the sex offender registries.
3. The Agency shall designate a regularly employed Law Enforcement Officer to supervise the SRO Program and to coordinate the functions of the SRO Program with the Superintendent or Director of Safety/Risk Manager. Responsibilities of the SRO Supervisor will include: coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency; and coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.).
4. The Agency shall provide the SROs with the same type benefits, equipment, supplies, and training as that provided regularly employed Law Enforcement Officers.
5. The SROs shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency and shall receive specific training in serving as an SRO. The Agency agrees to make reasonable attempts to schedule in-service trainings to minimize the SRO's absence from school on an instructional day.

Article III Duties of the SRO

1. The SRO shall wear the appropriate uniform as issued by the Agency and shall be neat and well groomed, and shall maintain high visibility at all times, especially in areas of student gatherings and where incidents of crime or violence are most likely to occur.
2. The SRO shall take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the Principal before requesting additional enforcement assistance on campus and inform the Principal of any additional law enforcement responsibilities that need to be undertaken. The SRO shall notify the

- Principal and Agency as soon as possible, if an investigation produced evidence of danger for any individual associated with the Rowan-Salisbury Schools or if there is a potential for violence at any of the schools.
3. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of the law, except to support staff in maintaining a safe school environment. The SRO shall assist with duties regularly assigned to school personnel such as lunchroom or hall duty when the SRO and Principal have determined it is necessary to maintain a safe school environment. Nothing herein is intended to preclude the SRO from being available in areas where interaction with students is expected, or from attending and serving as a witness at student disciplinary hearings if requested by school officials.
 4. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The SRO will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
 5. The SRO shall comply with all laws, regulations, and school board policies applicable to employees of the Rowan-Salisbury Schools, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential student records by the SRO shall be done only with the Principal's approval and as allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Rowan-Salisbury Board of Education policies and procedures. Principals shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, SROs may not inspect and/or copy confidential student records except in specific emergency situations that present imminent danger to students or other members of the community, if knowledge of personally identifiable information in such records is necessary to protect the health and safety of the student or other persons, or in any other exception as allowable under FERPA or relevant Board policies.
 6. The SRO shall remain on the school grounds during normal school hours. There may be occasions in which the SRO is called to assist at other schools within the jurisdiction of the Agency. The SRO is expected to leave the campus to assist in an extreme emergency (as directed only by the Agency), to attend required agency functions, to perform routine maintenance on equipment, to meet with parents about student issues related to the SRO Program and to assist with difficult student transports. The Principal or an administrator and the Director of Safety/Risk Manager should be informed of any planned or unplanned SRO absence from the campus.

7. The SRO shall be a positive role model at all times and in all facets of the job; seek to establish a rapport with staff, faculty, students and others associated with the school; and encourage students in developing positive attitudes towards the school, education, and positive living in general. The SRO shall hold conferences and interviews with students, parents and staff and faculty members, in order to assist them with problems of law enforcement and crime prevention. Confidential information will be protected to the fullest extent of the law, unless the individual being conferenced or interviewed permits otherwise.
8. The SRO shall develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention and/or gang prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum. Notwithstanding the foregoing, the parties recognize that the Board shall maintain full, final and plenary authority over curriculum and instruction in the RSS, including the instruction of individual students. The parties recognize and agree that the classroom instruction in RSS is the responsibility of the classroom teacher, and the SRO shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.
9. The SRO shall attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions in the school setting.
10. The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate.
11. The SRO shall confer with the Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The Principal will contact any other school system personnel who should be involved in discussions.
12. The SRO shall, whenever possible, participate in or attend school functions, in order to assure the peaceful operation of school-related programs.
13. The SRO shall evaluate traffic flow at the school to determine what level of control is needed and, in the absence of appropriate school personnel, arrange for traffic control during specified times. The SRO will perform traffic control thirty (30) minutes before the start of school time and thirty (30) minutes after the end of school time.
14. The SRO shall coordinate with the Principal and be responsible for law enforcement and security activity at extra-curricular events, including but not limited to all varsity sports events.
15. The SRO shall attend in-service trainings as required by the Agency, as well as trainings and information sessions on topics relevant to the duties of the SRO offered by the RSS.
16. The SRO shall not discuss matters of school concern with anyone other than the RSS Superintendent, Director of Safety/Risk Manager, or the Agency, unless otherwise authorized by the Agency or the Superintendent.

Article IV
Duties of the Board

1. The Board agrees to provide to each full-time SRO assigned to each school listed on **Exhibit A:**
 - a. Access to suitable accommodations at the school.
 - b. A radio for use on campus.
 - c. Keys to the assigned school.
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about the School Resource Officer Program, goals and objectives. School administrators shall seek input from the SROs regarding criminal justice problems relating to students and school security issues.
2. The Board acknowledges that enforcement of the RSS Code of Student Conduct is the responsibility of the school Principal. The Principal shall refrain from involving the SRO in the enforcement of disciplinary rules that do not constitute violations of law (including, but not limited to, conducting searches and interviews of students), except to support staff in maintaining a safe school environment.
3. The Board acknowledges that the SRO constitutes a law enforcement presence at each school listed on **Exhibit A**. The Board authorizes Principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

Article V
Financing the School Resource Officer Program

For a twelve (12) month period beginning July 1, 2022 from June 30, 2023 ("Term") the Board agrees to pay the Agency the sum of **\$389,368.29** said sum representing the actual, direct, and related costs of implementing this program (i.e., salary, benefits, training, uniforms, vehicle fuel costs, vehicle maintenance, and any and all other equipment and duty gear). As consideration for the aforementioned compensation, the SRO will provide the services discussed in the Agreement for forty (40) hours each week, the schedule of such hours, which may include the coverage of sporting and extracurricular events at the school in the evening, to be determined by the Principal. Consistent with the Fair Labor Standard Act (FLSA), the SRO will be awarded compensatory time at a rate of one and a half hours for each hour worked in excess of forty (40) hours in any given week. When possible, compensatory time should be used any time school is not in session and/or when students are not on campus. Continuation of the program shall be contingent upon available funding.

The Agency shall not utilize the SROs during the designated workday and term of this Agreement for duties other than set forth herein, except in rare and serious emergencies as declared by the Agency. Upon notification from the Board, the Agency may also utilize an SRO when his or her services are not otherwise required. The Board agrees that it will notify the Agency during the summer months (and on school holidays) if and when an SRO is not needed at the assigned school.

Article VI Employment Status of School Resource Officers

The SRO shall remain at all times an employee of the Agency, and shall not be an employee of the Board. Selection of personnel for assignment to the School Resource Officer Program is made by the Agency. The Agency may dismiss or reassign an SRO based on the Agency's Rules, Regulations, and/or General Orders and when it is in the best interest of the people of Rowan County.

The SRO and school Principal are expected to meet on a regular basis to discuss issues, duties and responsibilities. In the event the Principal (or acting Principal) feels that an SRO is not effectively performing his or her duties or responsibilities, the Principal shall meet with the Director of Safety/Risk Manager and he/she will recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. Within ten (10) days after receiving the recommendation from the Director of Safety/Risk Manager, the Superintendent or his/her designee shall advise the Agency of the request. Immediately upon receipt of the Superintendent, Director of Safety/Risk Manager and Principal's request, the Agency shall ensure that the SRO shall be removed from the program at the school and a replacement shall be obtained.

In the event of the resignation, dismissal, or reassignment of the SRO, the Agency shall provide a replacement for the SRO within a reasonable period of time, not to exceed sixty (60) days. During such interim period, the Agency shall assign an alternate Law Enforcement Officer to carry out the duties of the SRO until a replacement can be secured.

Article VII Scope of SRO Duties

The SRO is, first, a law enforcement officer employed and retained by the Agency and whose primary duty is enforcement of the law. Responsibility for the conduct of the SRO, both personally and professionally, shall remain with the Agency. The SRO shall also be subject to the general supervision of the Principal or Principal's designee of the school(s) to which they are assigned, as well as to the Superintendent or Superintendent's designee, provided that they shall under no circumstances be required to act in a manner inconsistent with their duties as a law enforcement officer.

Article VIII Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon twenty (20) days' written notice to the other party. Termination of this Agreement may only be accomplished as provided herein. In the event the Agreement is terminated, compensation will be made to the Agency for all services performed to the date of termination. The Board shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of the Agreement.

Article IX
Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

BOARD
Superintendent
Rowan-Salisbury Schools
500 North Main Street, Salisbury, NC
28144 Phone: (704) 630-6102

AGENCY
Rowan County Sheriff's Department

Article X
Miscellaneous Provisions

1. It is agreed by the parties that all obligations under this Agreement shall terminate if funds for continuation are not appropriated.
2. The Agency and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party hereto.
3. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Rowan County, North Carolina.
4. This Agreement may be modified or amended by mutual consent of both parties as long as the amendment is executed in the same fashion as the Agreement.
5. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
6. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS THEREOF, the parties hereby execute this Agreement, this the _____ day of _____ 2022.

By: _____ Date: _____
Dean Hunter, Board Chair

Attest: _____ Date: _____
Superintendent

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

_____ Date: _____
Faith Lambeth, RSS Finance Officer

_____ [Rowan County Sheriff's Department]

By: _____ Date: _____

Exhibit A

List of School Resource Officer Assignments

East Rowan High School	Tommie Cato
Erwin Middle School	Lunda Eller
Southeast Middle School	Emily Shepherd
West Rowan Middle School	Danny Lindley
West Rowan High School	Michael Dixon

Exhibit B
Sexual Offender Registry Check Certification Form
***PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM CONTACT PERSON WITH
RESPECT TO THIS AGREEMENT***

I, Kevin Auten, Sheriff, County of Rowan, certify that I have performed all of the required sexual offender registry checks required under this Agreement for all personnel (employees, agents, ownership personnel, or contractors) who may be used to services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to perform services under this Agreement if said individual appears on any of the sex offender registries.

School Resource Officer Names	Job Title / School Assignment
1. Tommie Cato	Deputy
2. Michael Dixon	Deputy
3. Lunda Eller	Deputy
4. Danny Lindley	Deputy
5. Emily Shepherd	Deputy

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)	_____ (signature)
_____ (title)	_____ (date)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director and Travis Allen, Sheriff
DATE: 04/17/2023
SUBJECT: Chaplin Contract for Sheriff Office

Chaplin Taylor is requesting an increase in his contract from \$750 per quarter to \$1,000 per quarter bringing the annual amount to \$4,000. This will be effective July 1, 2023.

Attached is copy of the updated contract.

Board of Commissioners to authorize the County Manager to approve a contract with Chaplin Taylor for \$4,000 per year.

ATTACHMENTS:

Description	Upload Date	Type
Chaplin Contract	4/10/2023	Backup Material

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this ____ day of _____, 2023 (“Effective Date”) between Rowan County, North Carolina (“County”), Sheriff Travis Allen of the Rowan County Sheriff’s Department (“RCSD”) and Michael Taylor (“Provider”).

WHEREAS, the County and RCSD and the Provider have entered into prior services agreements with Provider in 2019 and 2021 under which the Provider provided certain specified services and/or materials to the County in exchange for certain payments and allowances;

WHEREAS, now the parties wish to extend their agreement under the same terms and conditions except the minor change to 3(e) below.

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 (the “Services”) for the County, specifically to serve as the RCSD appointed Chaplain and provide all services attendant thereto(altogether the “Contract Services”).

2. Term. The term of this Agreement shall be for so long as either party does not give notice to the other party of its intent to terminate this Agreement. Either party may terminate this Agreement pursuant to Paragraph 8 hereinbelow.

3. Payment. The County agrees to:

- a. pay an allowance to the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay the amount of one thousand and no/100 dollars (\$1000.00) quarterly for a total annual allowance of four thousand and no/100 dollars (\$4,000.00) less applicable withholding taxes, if any; and
- b. Provide general administrative services and support to the Chaplain, including but not limited to drafting letters, printing, access to copying, and other reasonably related to the Contract Services; and
- c. Provide procurement funds for purchase of business cards, paper, envelopes and postage; and
- d. Provide a Rowan County email address, smart phone, and Rowan County issued handheld emergency radio.
- e. Provide one RCSD surplus Vehicle together with annual maintenance, including but not limited to oil changes, wheel alignments, tires, towing expenses and batteries, not to exceed three thousand five hundred and no/100 dollars (\$3,500.00) per year.

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. Omitted.

7. Indemnity. Omitted.

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.

9. Entire Agreement. This Agreement 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. 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.

14. 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.

15. 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.

16. 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 Services.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Services), the above language of this Agreement will control.

{Signature Page Follows}

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: Michael Taylor

Title: RCDS Chaplain

ROWAN COUNTY SHERIFF'S
DEPARTMENT

BY:

Name: Travis Allen

Title: RCSD Sheriff

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, EDC
DATE: 4/17/23
SUBJECT: Schedule Public Hearing for Macy's Incentive Agreement for May 1, 2023

Please set a hearing for May 1 to revise the incentive agreement with Macy's.

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Request	4/12/2023	Cover Memo



Be an original.

Date: April 12, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive agreement amendment for Macy's, Inc.*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for May 1st to consider possible changes or amendments to the incentive agreement previously approved for Macy's, Inc.

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

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The signature is written in a cursive, flowing style.

Scott Shelton
Vice President

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: Audrey Eudy, Philanthropy Director, Rowan County United Way
DATE: 4/17/23
SUBJECT: Governor's Volunteer Awards

We are requesting that the recipients of the Governor's Volunteer Service Awards (GVSA) be recognized by the Board of Commissioners. Four nominations came through from Rowan County citizens and were approved to forward on to the Governor's Office for review. These four citizens were selected to be named awardees of the GVSA. The Commission highly recommends that these individuals be recognized either at a highly visible event or the County Commissioners Meeting and they preferred the week of April 16-23 as that is National Volunteer Week.

Our first preference is for the County Commissioners to be the ones to recognize these volunteers that are being awarded by the Governor's Office. Second preference would be either our Executive Director, Jenny Lee or the persons who nominated them for the award.

ATTACHMENTS:

Description	Upload Date	Type
Service Award Winners	3/21/2023	Cover Memo

Red Cross

❖ Shannon Corriher

Nominated by Karen Long, Certified Disaster Program Manager

Day, night, sometimes multiple times in one day—Shannon will answer a call from a county 911 Communication Center through our Regional Duty Officer to respond to families affected by a fire to bring comfort and care swiftly to the scene of distress. Never a thought to how far the incident, how harsh the conditions, or how long the recovery will take—Shannon's selfless heart leads him to deliver hope in disasters big and small. When Red Cross shows up it is strength-giving. Shannon self-reported 297 worked hours with American Red Cross in 2022, but as his supervisor I can attest: Shannon actually worked many more hours being on call 24/7 most weeks during 2022 and answering DAT dispatch calls even during his workday to assist those families in need. Shannon worked some of the most demanding back-to-back streaks of disaster response we have seen in recent time. Shannon spent many long hours on call due to low number of volunteers in Rowan County as he, his wife and one other volunteer did during Hurricane Ian that affected our region including parts of Kannapolis in Rowan County. Shannon led a team to assess the damage of 8+ homes to ensure when able, financial assistance would be delivered as Shannon interviewed and open cases to support those families forced from their homes due to the damage caused by the high winds of the storm. Shannon exemplifies adaptability and dedication to the American Red Cross service mission and is never intimidated from continuing the plight to "Get to Yes" and ensure every vulnerable disaster victim gets the help they need. His intimate knowledge with his community and extended community beyond county lines with his brothers and sisters in the fire service bring collaboration and communication to help support the Red Cross Mission within our Disaster Management Area of 8 counties, as well as our 51 county Region.

Rowan Helping Ministries

❖ Patricia "PJ" Ricks

Nominated by Monica Seamon, Volunteer Manager

This past year, Patricia "PJ" Ricks has served as a faithful board member, program services committee member, and facilitator for our New Tomorrows program. Every week she meets with those that live in our shelter for an advisory council. In these sessions she is a listening ear for any concerns or questions they may have. She works hard every week to address their concerns and provide possible solutions and connect them to community resources. Through her community connections she invites guest speakers to attend her class every month. Recently, she had a local judge attend her class and provide counsel to those that live in our shelter.

❖ Rick Hodge

Nominated by Monica Seamon, Volunteer Manager

Ric spends time each week preparing important mailings and thank you letters to be sent to donors and volunteers for their contributions to the organization. Ric also enters volunteer hours and food donations into the computer systems so accurate reports can be made each month. Ric helps at multiple fundraising events throughout the year and is always willing to lend a helping hand to the Volunteer Manager and Resource Development Assistant.

❖ **Matthew Marsh**

Nominated by Monica Seamon, Volunteer Manager

Matt is a dedicated board member and goes the extra mile by serving on the Resource Development Committee. Matt was also instrumental this past year in the launch of the Miracles on the Horizons Capital Campaign expansion project that will provide additional housing for veterans in addition to other community resources clients and guests may need. Matt represents Rowan Helping Ministries at various events throughout the community and sponsors various fundraising events through his business. Matt is passionate about the work done at Rowan Helping Ministries and he's always willing to help.

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: Mollie Ruf, Marketing and Communications Manager, Rowan EDC
DATE: 4/17/23
SUBJECT: Proclamation Recognizing the Year of the Young Professional

Please consider approving a Proclamation Recognizing the Year of the Young Professional.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	3/22/2023	Cover Memo

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



Aaron Church, County Manager
Sarah Pack, 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

A PROCLAMATION RECOGNIZING 2023 AS “YEAR OF THE YOUNG PROFESSIONAL” IN ROWAN COUNTY

WHEREAS, the Chairman and Board Commissioners of the County of Rowan, as a representative, public entity, acknowledges the importance of championing young professionals, age 45 and younger, that live and/or work in Rowan County as essential in securing Rowan County’s future prosperity; and

WHEREAS, recruiting and retaining young professional talent is a fundamental component of ensuring the best and brightest will be a part of Rowan County’s workforce; and

WHEREAS, these young professionals will become the future leaders throughout the communities of Rowan County, whether serving in such a role as part of an organization/business and/or on a committee or board within local government; and

WHEREAS, the young professionals program of the Rowan Chamber of Commerce serves as the welcoming group to young professional newcomers to our area; and

WHEREAS, the priorities and goals of the young professionals program of the Rowan Chamber of Commerce should be heard and taken into consideration by our community as a whole; and

NOW, THEREFORE, the Chairman and Board of Commissioners of the County of Rowan, firmly and unanimously adopt this proclamation recognizing "THE YEAR OF THE YOUNG PROFESSIONAL" in Rowan County, North Carolina for the year of 2023 and encourages all citizens to participate in activities and programs presented by the Rowan Chamber of Commerce’s Young Professionals program.

This is the 17th day of April 2023.

Gregory C. Edds, Chairman

Attest:

Sarah Pack, Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 4/17/23
SUBJECT: Salisbury High School Girls Basketball Team

Please consider the attached Proclamation.

ATTACHMENTS:

Description

Proclamation

Upload Date

4/4/2023

Type

Cover Memo

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



Aaron Church, County Manager
Sarah Pack, 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

PROCLAMATION HONORING THE 2022-2023 SALISBURY HIGH SCHOOL GIRLS BASKETBALL TEAM

WHEREAS, the Salisbury High School Girls Basketball Team, under Head Coach Lakai Brice, is hereby recognized and honored for their 2022-2023 victorious basketball season and back to back State Championship wins; *and*

WHEREAS, by their extraordinary efforts, the following members of this dynamic and talented team are to be congratulated for their remarkable and triumphant season: Haley Dalton, Shamyia Arnold, Makayla Noble, Icesis Nwafor, Kyla Bryant, Tristian Myers, Mariana Zapata, Torese Evans, Mary Morgan, Keaira Spruill, and Jaliyah McNeely; *and*

WHEREAS, due to hard work, dedication, and their exceptional chemistry, this outstanding group of Hornets finished out their 90% winning rate 2022-2023 season by defending their 2A State Championship title and claiming the win for the second year in a row with a 12-game winning streak and zero losses in the Conference tournament on March 11, 2023, with an overall record of 27-3; *and*

WHEREAS, the individual contributions from each team member were crucial to the successful season; and the tremendous commitment and excellent performance of these young Rowan County women, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Rowan County.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor and congratulate the Salisbury High School 2022-2023 Girls Basketball Team and Coaching Staff for their incredible achievements and commends them for their display of sportsmanship and leadership as they represented Rowan County.

This the 17th day of April, 2023.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 4, 2023
SUBJECT: ZTA 01-23 UPDATE: Agritourism Text

REQUEST

ZTA 01-23 is a text amendment request submitted by Rowan County Tourism Development Authority's (TDA) Attorney Andy Abramson on behalf of the TDA. The request suggests the County review its zoning ordinance and consider amending its policies applicable to drinking places, i.e. "bars", at agritourism sites.

Although the request from TDA requested alcohol on-site sales and consumption at agritourism sites, Staff has expanded this amendment to include some customary retail trade and service businesses that may provide additional revenue related opportunities for agritourism sites.

New text in the Staff proposed amendments to Section 21-33(3) of the Zoning Ordinance are visible as red underlined text, deletions as ~~red, strikethrough text~~ and existing text as black.

RECOMMENDATION

Prior to recommending the Commission schedule a public hearing, Staff wants to update the Commission on content of the amendment and receive feedback or modifications to the draft text.

- Receive Staff Report
- Discuss ZTA 01-23 proposed text
- Schedule Public Hearing for May 1, 2023 meeting or refer back to Planning Board for further study

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/4/2023	Backup Material
Attachment 1: Request from TDA	4/4/2023	Exhibit
Attachment 2: Proposed ZTA Text	4/4/2023	Ordinance



Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

MEMORANDUM

To: Chairman Edds and Commissioners
From: Ed Muire, Rowan County Planning Director
RE: **ZTA 01-23 UPDATE**
Date: April 4, 2023

REQUEST

ZTA 01-23 is a text amendment request (attachment 1) submitted by Rowan County Tourism Development Authority's (TDA) Attorney Andy Abramson on behalf of the TDA. The request suggests the County review its zoning ordinance and consider amending its policies applicable to allowing drinking places, i.e. "bars", at agritourism sites.

BACKGROUND

■ Drinking Places

As defined in the County's zoning ordinance, drinking places are "an establishment whose principal purpose is to derive income from the sale of alcoholic beverages that are consumed on premise." Likewise, drinking places do not provide food preparation and service consistent with the ordinance definition of an eating place, i.e. restaurant, which does allow the sale and on-site consumption of alcohol as an accessory use.

Drinking places (SIC 5813) are a type of retail trade business subject to special use permitting in the Commercial, Business, Industrial (CBI) district and a permitted use in the Industrial (IND) district. The lone, special use permit specific standard requires a minimum separation distance of one thousand feet (1,000') from an existing church, school, day care, public park, or other drinking place.

■ Agricultural Exemptions

NCGS 160D-903 exempts bona fide farms from county zoning regulations but does provide that "use of farm property for nonfarm purposes" may be subject to zoning regulation. Crop production and structures used to house livestock, feed and equipment are a relatively safe administrative determination as "exempt from zoning per ag use", but the use of farm property for certain events, new buildings, or using existing structures for what seems (in the opinion of Staff) to be a "non-farm" activity tends to be uncertain as to whether the use / activity is exempt. In these situations when Staff doesn't feel comfortable rendering an exempt determination because the use is not defined or referenced by statute, the landowner can typically pursue another course of action such as rezoning or a text amendment.

Specific to this text amendment case, Staff and the County Attorney, remain of the opinion that serving beer and wine not produced on site is a non-farm activity occurring on a farm. As such, the activity is regulated by County zoning; hence the request from the TDA.

ZTA 01-23 CONTENT

Although the request from TDA requested alcohol on-site sales and consumption at agritourism sites, Staff has expanded this amendment to include some customary retail trade and service businesses that may provide additional revenue related opportunities for agritourism sites. As a whole, bars and these additional uses are proposed for inclusion in the Agricultural Overlay district.

The permitted uses in Section 21-33(3)(a) are closely related to agricultural production and farming services; the ancillary category (21-33(3)b) tends to focus on retail and recreation-oriented uses that have some correlation to farming or its rural setting; and the special requirement uses (21-33(3)c) may lend themselves to events or locations on the farm which are appropriate based on type farming activity or setting. Regardless, if the farm obtains the AO designation each of the uses would be reviewed administratively.

Although there is a close relationship between these uses and the notion of “agritourism”, there is no definitive exemption for them statutorily and therefore, the decision whether to apply zoning requirements resides with the County. Assuming the proposed amendment is approved in some capacity, these uses may be permitted from a zoning perspective, but would also be subject to building code, environmental health and others such as alcohol law enforcement permitting.

New text in the Staff proposed amendments to Section 21-33(3) of the Zoning Ordinance are visible as red underlined text, deletions as ~~red, strikethrough text~~ and existing text as black.

PROCESS

In terms of process, a bona fide farm in production of crops and / or livestock located in the Rural Agricultural (RA) district could request that all or a portion of the farm acquire the AO designation. This overlay district would then allow the permitted, ancillary uses and ancillary uses with Special Requirements regardless of whether the Rural Home Occupation (RHO) standards could be satisfied. Most notably, the RHO standards include requirements for the business owner or operator to live on or adjacent to the property where the business is located; the property have thirty-five (35) feet of state road frontage; and a building size limited to ten percent (10%) of the lot size. The process for having the AO designation applied is the same as a general rezoning (map amendment) request.

PLANNING BOARD RECOMMENDATION

At its March 27, 2023 meeting the Rowan County Planning Board conducted a courtesy hearing and unanimously recommended the ZTA 01-23 text supported by the following statement:

ZTA 01-23 is consistent with the West Rowan Land Use Plan, the East Rowan Land Use Plan and the Rowan County Working Agricultural Land Plan and is reasonable and appropriate based on the following:

- 1) it creates a Legislative Process**
- 2) supports measures to protect and promote working forest and farmland**
- 3) encourages agribusiness and natural resources as related to the industry**
- 4) encourages entrepreneurship in our community**

F. RIVERS LAWTHER, JR.
CARL M. SHORT, JR.
S. EDWARD PARROTT
ANDREW J. ABRAMSON *

*ALSO ADMITTED IN FLORIDA

**WOODSON, SAYERS, LAWTHER,
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WALTER H. WOODSON 1875-1964
DONALD D. SAYERS 1943-2021

February 23, 2023

Rowan County planning Department
Attn: Mr. Ed Muire
402 N. Main Ste, #204
Salisbury, NC 28144

Re: Request for Zoning Language Review-Rowan County Agritourism

Dear Mr. Muire:

Please accept this letter submitted on behalf of my client, the Rowan County Tourism Development Authority (TDA). As you are aware, the TDA's organizational mission is to promote Rowan County tourism and encourage visitor travel to County businesses. An important segment of the TDA's constituency are the popular Agritourism sites peppered throughout the County. The Agritourism sites are a very strong economic driver in Rowan County attracting thousands of visitors annually.

Agritourism guests are afforded the opportunity to participate in typically agrarian activities and to take in a bucolic rural setting they may rarely get to enjoy. In many instances, the operators of the Agritourism sites have noted that it would be a significant enhancement to Agritourism experience if they could serve alcoholic beverages to the adult guests. Unfortunately, as written and interpreted, the County Ordinance does not provide property owner's to lawfully engage in alcohol sales in the Rural Agricultural zoning district - the location of the Agritourism sites.

We know, as written, the zoning ordinance is intended to protect the public health, safety and welfare. However, it seems that if carefully crafted with sufficient contingencies, the language of the zoning ordinance could be amended to provide for the Agritourism experience to include alcohol sales while still preserving the public's health, safety and welfare.

With this in mind, the TDA would formally request the Planning Department to review the County Zoning ordinance with an eye towards an amendment that would allow for alcohol sales at Agritourism sites. We feel that sensible restrictions could be adopted along with the right to sell alcohol, so as to preserve the public's well-being, yet allowing for the Agritourism visitor to have the most complete experience. I can assure you the TDA would be more than

WOODSON, SAYERS, LAWTHOR,
SHORT, PARROTT & ABRAMSON, L.L.P.

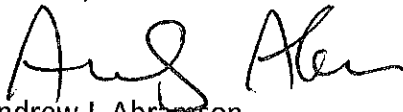
Page Two

Re: Request for Zoning Language Review-Rowan County Agritourism

happy to meet to discuss options in this regard and assist in the development of sensible zoning language to achieve the desired outcome for all involved.

Thank you for your consideration of this request. We look forward to the opportunity to work on this with the Planning Department on this for the betterment of the citizens of Rowan County.

Sincerely,



Andrew J. Abramson

AJA/mm

Cc: Mr. Jay Dees
Mr. Shane Stewart
Mr. James Meacham

(3) *Agricultural Overlay, AO.* The purpose of the Agricultural Overlay District is to enhance the underlying Rural Agricultural (RA) district with provide additional requirements to options that encourage the continued vitality of active farming operations and maintenance preservation of viable agricultural areas. This-The district should-may be applied to all or portions of property consisting of -comprised primarily of open-working farm landfarmland used extensively for extensive agricultural and livestock production. The district will provide guidelines to promote the maintenance of the general rural character of openness is intended to supplement bona fide farming and agritourism activities defined in NCGS 160D-903(a) with ancillary retail trade and services to support the overall farm operation. Retail trade and services identified in subsections (b) and (c) are generally recognized as non-farm uses but are reasonably related to tourism interests when occurring in conjunction with an existing farming operation. Prescribed standards from this Chapter are utilized to protect neighbors and the general public's health and safety from the broad impacts when introducing these ancillary uses in a rural setting. Development in this district shall be subject to the criteria below.

a. ~~Uses-allowed permitted.~~ The following agricultural ~~and~~-related uses are ~~allowed permitted~~:

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~~

5191 Farm Supplies

b. Ancillary uses permitted. The following uses may be permitted ancillary to the existing farming operation subject to applicable NC Building Code and Environmental Health standards:

52 Building material, hardware, garden supplies (excluding 5271)

~~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~~

53 General merchandise stores

54 Food stores

56 Apparel and accessory stores

57 Home furniture, furnishings, and equipment stores

58 Eating and drinking places (excluding 5813)

59 Miscellaneous retail

7032 Sporting and recreational camps

7997 Gun club, shooting clubs (indoor)

7999 Amusement Rides

Archery ranges, shooting range, skeet shooting, and trapshooting facilities (indoor)

Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake

Day camps, sports instructional schools and camps

c. Ancillary Uses permitted with Special Requirements. The following ancillary uses may be permitted subject to site plan submittal containing the relevant information from Section 21-52 and applicable ordinance standard(s) referenced below. Depending on the use, compliance may also include applicable NC Building Code and Environmental Health standards. Failure to substantiate compliance with a special requirement(s) shall be

grounds for denial.

<u>Code</u>	<u>1987 U.S. SIC Description</u>	<u>Special Requirements</u>
<u>5813</u>	<u>Drinking Places (alcoholic beverages)</u>	<u>21-60(7)</u>
<u>7011</u>	<u>Cabins</u>	<u>21-60(8)b</u>
<u>7033</u>	<u>Campgrounds and RV parks</u>	<u>21-60(8)b</u>
<u>7997</u>	<u>Gun club, shooting clubs</u>	<u>21-60(8)a</u>
<u>7999</u>	<u>Archery ranges, shooting range, skeet shooting, and trapshooting facilities (outdoor)</u>	<u>21-60(8)a</u> <u>21-60(8)g</u>
<u>7999</u>	<u>Horse shows, rental of saddle horses, riding academies and schools, rodeo operations</u>	<u>21-60(8)c</u>
<u>8422</u>	<u>Zoological parks</u>	

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.

c. Change in bona fide farming status. Should the bona fide farm no longer qualify as such pursuant to NCGS 160D-903(a), the expansion, repair and replacement of Ancillary and Special Requirement uses permitted by subsections (b) and (c) will be subject to the Nonconforming Situations of Article VI of this Chapter.

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: April 5, 2023
SUBJECT: Quasi-judicial hearing for SUP 01-23: Jeremy Burnett / Millbridge Speedway

Property owner Jeremy Burnett is requesting a special use permit subject to Section 21-135(c) of the Zoning Ordinance to bring an approximate 864 sf structure and a 1,500 sf spectator bleacher in compliance at Millbridge Speedway located at 6670 Mooresville Road (Parcel ID 768-021) [see enclosed maps]. While the property is zoned Rural Agricultural (RA) – a district that does not permit racetracks, the racetrack is considered a legal non-conforming use since it predated countywide zoning, effective on February 16, 1998, allowing track operations to continue within the non-conforming limits of Article IV of the Zoning Ordinance. Section 21-135(c) of the ordinance provide a provision for the Board of Commissioners to evaluate “extension, enlargement, or replacement of a non-conforming use” without requiring a rezoning.

**** Note: This request does not include consideration of the operational area expansion noted on the GIS maps.**

1. After chairman statement, sworn oath to those testifying
2. Receive staff report
3. Petitioner statements, if any
4. Statements by others sworn in
5. Close hearing
6. Consider 3 findings of fact with separate motions on each
7. Motion to approve, deny, or table SUP 01-23.

ATTACHMENTS:

Description	Upload Date	Type
Chairmans Speech	4/5/2023	Exhibit
Staff Report	4/5/2023	Exhibit
Applicant Evaluation Criteria	4/5/2023	Exhibit
Applicant Site Plan and Supporting Info	4/5/2023	Exhibit

Applicant Site Plan and Supporting Info #2	4/5/2023	Exhibit
GIS Map Overall	4/5/2023	Exhibit
GIS Map structure & bleacher	4/5/2023	Exhibit
Application	4/5/2023	Exhibit
Checklist	4/5/2023	Exhibit

SUP 01-23 CHAIRMAN'S SPEECH

The hearing for consideration of SUP 01-23 is now in session and will focus on an application submitted by Jeremy Burnett to bring an existing structure and spectator bleacher into compliance at Millbridge Speedway on Tax Parcel 768-021 located at 6670 Mooresville Road.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Shane Stewart will present the case for the County.



SUP 01-23: Jeremy Burnett

Request: Bring existing structure and spectator bleacher into compliance

Parcel ID: 768-021

Location: 6670 Mooresville Rd.

Acreage: Apx. 14.52 AC

Zoning: RA

Floodplain: N/A

Watershed: WSII BW Back Creek / Sloans Creek

Owner / Applicant: Jeremy Burnett

Existing Use: Millbridge Speedway (non-conforming racetrack) and owner's residence

BACKGROUND INFO

Millbridge Speedway, located at 6670 Mooresville Road, was zoned Rural Agricultural (RA) during countywide rezoning, which became effective February 16, 1998. Since racetracks were not permitted in the RA district, the use became legal non-conforming (a.k.a. "grandfathered") and subject to the Zoning Ordinance (hereinafter, ordinance) restrictions on proposed expansions and discontinued use.

Based on information received from neighbors and after meeting with then speedway owner Barbara Welter, the Rowan County Zoning Administrator rendered a determination on February 26, 2001 that the track ceased operation for a period of time greater than three hundred sixty (360) days – therefore discontinued and unable to operate unless rezoned to an appropriate district. Mrs. Welter appealed the administrator's decision to the Zoning Board of Adjustment (ZBA), which was unanimously upheld on April 16, 2001 and later on November 19, 2001 to establish finding of fact. After Rowan County Superior Court (SC) affirmed the ZBA's decision on May 2, 2002, Mrs. Welter appealed the decision to the North Carolina Court of Appeals (COA). On September 16, 2003, the COA remanded the case to SC for a review of the BOA interpretation regarding conflicting statements in 1. "Millbridge Speedway discontinued its use as a public speedway" and 2. "On one occasion, during this time [discontinued period], a private

group of friends raced at the track".

After a second series of ZBA / SC / COA consideration regarding statements of discontinuance as a public speedway / private use operation, the COA remanded the case back to SC with an order to overturn the ZBA's decision and allow the track to continue operation.

TIMELINE OF EVENTS ON & ADJACENT TO MILLBRIDGE SPEEDWAY

Note: All communications and site visit not included herein.

September of 2021 – Using new statewide aerial photography obtained in February / March of 2021, Planning Staff became aware of

apparent unpermitted operational area expansions on the Millbridge Speedway property owned by Jeremy and Ashly Burnett (Parcel ID 768-021) and adjacent to the Millbridge Speedway on land owned by Darrell Hoffman (768-066 & 068) [see enclosed map]. A site inspection on September 15, 2021 coupled with search of approved permits or plans for the property revealed the following:

- Approximately 4.33 acre graded area on and adjacent to the speedway without the required erosion and sedimentation control plan review;
- Approximately 1.5 acre area improved with various surface types (e.g. recycled asphalt, crushed concrete) on and adjacent to the speedway, which is located within the Back Creek / Sloans Creek watershed (WS-II BW) limiting built upon area to twelve percent (12%). No site plan or zoning permit was approved for the expansion;
- Construction of an approximate 24' x 36' (864 sf) enclosed metal building and installation of new bleachers approximately 30' x 50' (1,500 sf) in size between February 2017 and February / March 2018 (based on aerial photos) without zoning or building permit / plan review;
- Parcel ID 768-037, owned by Stephanie Rouse, located adjacent to the Hoffman property, contained a banner sign reading "Spectator Parking" with the speedway logo located along Mooresville Road adjacent to an approximate 1.85 acre grassed portion of the property.

September 17, 2021 – Planning Staff issued warning citations to the three (3) separate property owners regarding the unpermitted uses and requested a meeting to discuss the process for determining or obtaining compliance. After the letter was received, Planning Staff spoke with Mr. Burnett via telephone on September 20th who indicated their space was limited on the track property and needed to expand their parking area to accommodate racers and guests. Mr. Burnett stated he was unaware of the requirement to obtain an erosion control plan or that constructing a parking area required zoning approval. Mr. Burnett indicated the company he hired to construct the 864 sf "tech" building told him a building permit was not required.

Planning Staff spoke with Henry Rouse on September 20th regarding the speedway's use of his family's grassed field for parking. Mr. Rouse indicated they leased the property to Mr. Burnett for the speedway's overflow parking used on certain race events. He was unaware the ordinance did not permit overflow spectator parking and stated he will contact Mr. Burnett to inform him no parking is allowed on site and to remove the sign.

October 4, 2021 – Mr. Burnett indicated he has been in contact with his attorney for guidance on next steps.

December 16, 2021 – Planning Staff met with Mr. Burnett and his attorney, Richard "Rick" Yeoman, to discuss the unpermitted expansion and their plans to obtain compliance with the ordinance. In addition to the removal and return of the property to its former condition, staff discussed options that included a Special Use Permit subject to section 21-135 (c) or

consideration of an ordinance amendment followed by rezoning to make the track a conforming use.

Mr. Burnett elected pursue a text amendment. Staff maintained periodic email and phone communication in the early-to-mid 2022 for progress updates.

May 25, 2022 – Planning Staff issued a warning citation after received information on May 24th the Rouse property was used for spectator parking.

November 17, 2022 – Planning Staff issued a notice of violation (NOV) to Mr. Burnett and Mr. Hoffman after receiving information on November 2nd the expanded operational area was used for spectator parking and racer equipment parking. The letter requested a meeting with the property owners for Planning Staff and the County Attorney to discuss the violations and consider enforcement options.

December 15, 2022 – Planning Staff and the County Attorney met with Mr. Burnett, Mr. Hoffman, and Attorney Rick Yeoman to discuss the violations, progress made towards compliance including possible text amendment considerations, and their plans to obtain compliance.

December 19, 2022 – Planning Staff received two (2) applications for appeal from the November 17th NOV – one (1) from Mr. Burnett and one (1) from Mr. Hoffman.

February 24, 2023 – Mr. Burnett submitted a Special Use Permit “...to bring two structures (bleachers and tech shed) that replaced dilapidated former structures (bleachers and tech shed) into compliance.”

SUP REQUEST Property owner Jeremy Burnett is requesting a special use permit subject to Section 21-135(c) of the Zoning Ordinance to bring an approximate 864 sf structure and a 1,500 sf spectator bleacher in compliance at Millbridge Speedway located at 6670 Mooresville Road (Parcel ID 768-021) [see enclosed maps]. While the property is zoned Rural Agricultural (RA) – a district that does not permit racetracks, the racetrack is considered a legal non-conforming use since it predated countywide zoning, effective on February 16, 1998, allowing track operations to continue within the non-conforming limits of Article IV of the Zoning Ordinance. Section 21-135(c) of the ordinance provide a provision for the Board of Commissioners to evaluate “extension, enlargement, or replacement of a non-conforming use” without requiring a rezoning.

**** Note: This request does not include consideration of the operational area expansion noted on the GIS maps.**

**SPECIAL USE
REQUIREMENTS:
SEC. 21-135(c)**

Any other non-conforming 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: [see enclosed applicant response]

1. **There is no increase in the operational area existing on the effective date of this ordinance.** The tech shed and bleacher are within the operational area that existed prior to zoning (see GIS map). For reference, the ordinance defines *Operational Area* as “*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.*”
2. **There is no greater non-conformity with respect to dimensional restrictions such as setback requirements, height limitations, or density requirements or other requirements such as parking, loading and landscaping requirements.** Both the tech shed and bleacher replacements are in the same general location as the former. For comparison, dimensional requirements for new motor speedway operations, including parking, are three hundred (300) feet setbacks from side and rear property lines and one hundred (100) foot on front and side street setbacks. In both the former and current location, the shed and bleachers appear to meet setbacks on the north, south, and west property lines but are well short of the requirement on the eastern line.

Section 21-166 of the ordinance require one (1) space per four (4) seats for a new speedway. As best staff can discern from historic aerial and oblique photography, the former bleacher provided approximately 256 linear foot of seating surface compared with 658 linear foot with the replacement bleacher. While the ordinance does not define a specific length for a “seat” for bleachers, benches, pews, and similar seating arrangements, if unidentified, staff would default to the NC Building Code. Per sections 1004.4 and 1029.1.1 of the 2018 NC Building Code, a seat would be defined as eighteen (18) inches (assuming no dividing arms).

Using this approach, it would appear an additional sixty-seven (67) parking spaces would be required if applying current speedway operation standards, seating calculation methodology, and apparent size difference in bleachers. While staff cannot confirm the alleged initial date of use of the Rouse property for overflow parking, the dates would coincide with the general timeframe of bleacher replacement between February 2017 and February / March 2018. Since the speedway does not have a defined parking area,

staff cannot discern areas reserved for spectator, racers, and other guests nor determine a reasonable accommodation figure for parking use prior to the unpermitted expansions or for the above noted additional spaces.

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.** Give the non-conforming status of the track, these nuisance areas are not directly regulated. Most directly, staff would suggest this section be balanced with criteria #2 above relating to the parking standards relating to these nuisances. In a somewhat related topic, section 21-135(f) indicates “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”.

Since both the structure and bleacher did obtain required building permits, any approval should be conditioned upon satisfying this required.

**EVALUATION CRITERIA:
SEC. 21-59**

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria [see enclosed responses]:

1. **Adequate transportation access to the site exists.** According to GIS, the existing driveway on Mooresville Road is in the same general location as prior to countywide zoning.
2. **The use will not significantly detract from the character of the surrounding area.** Both structures are approximately 700 feet from Mooresville Road with limited visibility from the road.
3. **Hazardous safety conditions will not result.** Any approval should condition building code compliance on the improvements. Addressing the parking figures noted above could further support this criterion.
4. **The use will not generate significant noise, odor, glare, or dust.** Same as #3 from section 21-135(c).

5. **Excessive traffic or parking problems will not result.** See above sections.
6. **Use will not create significant visual impacts for adjoining properties or passersby.**
Same as #3 from section 21-135(c).

FINDINGS OF FACT

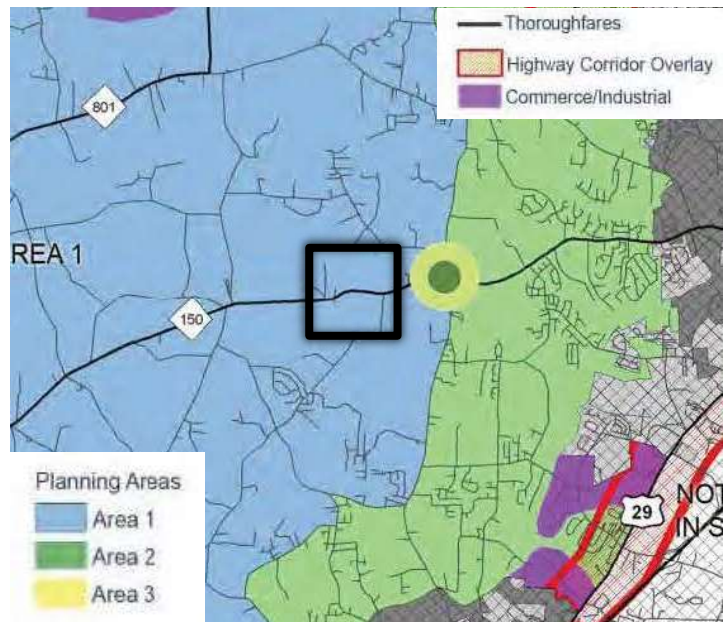
The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria [see enclosed responses]:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.
2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

WESTERN AREA LAND USE PLAN

- Located in Area 1.
No specific plan recommendations.

- While not similarly stated in the west area plan, the east area plan contains the consensus "Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses through design standards or impact mitigation techniques are encouraged in the planning area".



PUBLIC NOTICE

April 3, 2023 –
Mailed notice to six

(6) adjoining land owners (within 100 feet of the subject property).

April 3, 2023 – Sign posted on property.

STAFF COMMENTS

Approving the tech shed within the non-conforming operational area subject to building code review seems like



a reasonable request subject to 21-135(c). However, in staff's opinion, the applicant should illustrate how the non-conforming parking area will accommodate the increased seating capacity. Alternatively, the applicant could reduce the bleacher size or other options to address the noted criteria.

In addition to subsection (c), section 21-135(e) of the ordinance indicates *"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."* Collectively, these and other portions of the non-conforming use section prohibit expansion beyond the operational limits; thus requiring zoning ordinance / district changes to request certain expansions.

This special use application permit is being submitted by the applicant at the direction of the Rowan County Planning Department. The applicant is the owner and operator of Millbridge Speedway, located at 6670 Mooresville Road, Salisbury, NC 28147. Millbridge Speedway is a racetrack that has been in operation since at least the late 1980's and has been recognized by the Planning Department as a nonconforming use that was in existence prior to the current Rowan County Zoning Ordinance. Given the length of time Millbridge Speedway has been in operation, some of the structures have reached the end of their lifespan. Two of these structures included one set of bleachers and a tech shed (with other accessory uses) that had become dilapidated and were no longer safe for use. The applicant replaced both of these structures with new bleachers and a tech shed in the same locations as the dilapidated structures that they had replaced. However, the applicant was not aware of the process that they were meant to follow when replacing these dilapidated structures and has been informed by the Planning Department of the steps that they must take to bring these structures into compliance. To bring these structures into compliance, the Planning Department has directed the applicant to first obtain a special use permit and then to work with the Building Department to obtain the proper permits for these structure to bring them into total compliance.

Sec. 21-58. Review procedures.

.....

(e) Required findings. All decisions regarding a special use permit application shall not be approved or denied unless each of the following findings has been made:

(1) The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;

- The request will not materially endanger the public health or safety. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed removed potentially hazardous safety conditions by replacing dilapidated structures that were formally onsite.

(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

- The request will not substantially injure the value of adjoining or abutting property The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The overall use of the site as a recognized nonconforming racetrack will not change as a result of the replacement of these structures.

(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.

- The request is in keeping with the nature of the existing use of the property. Adequate transportation access to the site exists as currently operated. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The overall use of the site as a recognized nonconforming racetrack will not change as a result of the replacement of these structures.

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 special use is proposed.

(1) Adequate transportation access to the site exists;

- Adequate transportation access to the site exists as currently operated. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement of these structures does not create a traffic impact on the property or the use of the property as a recognized non conforming racetrack.

(2) The use will not significantly detract from the character of the surrounding area;

- The replacement bleachers and tech shed will not detract from the character of the surrounding area. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed that have replaced the dilapidated structures improve the visual characteristics of the property. Additionally, these replacement structures are generally not visible from the surrounding properties given their location on the property.

(3) Hazardous safety conditions will not result;

- The replacement bleachers and tech shed will not result in hazardous safety conditions. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed removed potentially hazardous safety conditions by replacing dilapidated structures that were formally onsite.

(4) The use will not generate significant noise, odor, glare, or dust;

- The replacement bleachers and tech shed will not generate significant noise, odor, glare, or dust. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The use of the replacement bleachers and tech shed will not generate any more noise, odor, glare, or dust that may have been present during the use of the previous bleachers and tech shed that were replaced.

(5) Excessive traffic or parking problems will not result; and

- The replacement bleachers and tech shed will not generate excessive traffic or parking problems. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The use of the replacement bleachers and tech shed will not generate any more traffic or parking problems that may have been present during the use of the previous bleachers and tech shed that were replaced.

(6) Use will not create significant visual impacts for adjoining properties or passersby.

- The replacement bleachers and tech shed will not create significant visual impacts from adjoining properties or passersby. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous

set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed that have replaced the dilapidated structures improve the visual characteristics of the property. Additionally, these replacement structures are generally not visible from Mooresville Road to passersby and are not generally visible from adjoining properties as they are set back from the road and screened by existing trees and other vegetation present on the property.

Sec. 21-135. Extension, enlargement or replacement of a nonconforming use.

.....

(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;

- **The replacement bleachers and tech shed will not increase the operational area of the existing nonconformity. The replacement bleachers and tech shed that have replaced the dilapidated structures do not increase the operational racetrack area. Furthermore, the replacement bleachers and tech shed are generally the same dimensions of the dilapidated structures that were replaced and are also located in the same general areas as well.**

(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

- **The replacement bleachers and tech shed will not create a greater nonconformity with respect to dimensional restrictions. The replacement bleachers and tech shed that have replaced the dilapidated structures are located in approximately the same areas as the structures they replaced and are generally the same dimensions as the structures they replaced. do not increase the operational racetrack area.**

(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.

- **The replacement bleachers and tech shed will not generate public health, noise, odor, glare, or dust concerns to adjoining properties. The use of the replacement bleachers and tech shed will not generate any more noise, odor, glare, or dust that may have been present during the use of the previous bleachers and tech shed that were replaced. Additionally, the replacement bleachers and tech shed replace dilapidated structures, the continued use of these dilapidated structures could have result in harm to the racetrack proprietors, the competitors, patrons, and general community.**

Rowan County GIS

PARCEL ID: **768 021**
PIN: 5629-01-26-1149

Owner Name:
BURNETT JEREMY & WF
BURNETT ASHLY

Mailing Address:
6670 MOORESVILLE RD

SALISBURY NC 28147
Property Address:
6670 MOORESVILLE RD

Tax District Code:126

Tax District:LOCKE VFD

Land FMV: \$144,570

Land LUV: \$0

IMP FMV: \$226,353

Total Value:370923

Deed Ref: 1327/815/2019

Date Sold: 5/16/2019

Sale Amt: \$345,000

Legal Description:
14.52AC



Descriptions of Site and Adjoining Properties

Property locations identified by number as indicated on the aerial imagery from the Rowan County GIS site.

1. Parcel ID - 768 021
Owner - BURNETT JEREMY & BURNETT ASHLY
Owner Address - 6670 MOORESVILLE RD, SALISBURY, NC 28147
Property Address - 6670 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 14.25
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use – Racetrack, recognized nonconformity (IMPROVED RURAL)
Hours of Operation – Sunday to Saturday, 4:00 PM – 11:00 PM
- Generally, Tuesday, Wednesday and Saturday, 4:00 PM – 11:00 PM
Employees – Two fulltime employees
Proposed Structures
- Tech Shed – ~25 ft x ~35 ft
- Bleachers – ~50 ft x ~30 ft
2. Parcel ID - 768 022
Owner - HANCOCK RICHARD D
Owner Address - 316 N MAIN ST, SALISBURY NC 28144 4348
Property Address - 6802 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 16.1
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use – Residential and Wooded Land (IMPROVED RESIDENTIAL)
3. Parcel ID - 768 081
Owner - H&S PROPERTIES OF ROWAN
Owner Address - 2435 GOODNIGHT RD, SALISBURY NC 28147 8523
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 54.8
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use – Vacant and Farmland (VACANT AGRI/HORTIC/FOREST)
4. Parcel ID - 768 068
Owner - HOFFMAN DARRELL
Owner Address - 214 RINEHARDT RD, MOORESVILLE NC 28115 7980
Property Address – 6590 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 6.73
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use – Vacant and Wooded Land (IMPROVED RURAL)
5. Parcel ID - 768 067
Owner - JENKINS TONYA M
Owner Address - 6525 MOORESVILLE RD, SALISBURY, NC 28147
Property Address – 6525 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 6.3
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use – Residential and Wooded Land (IMPROVED RURAL)
6. Parcel ID - 768 056
Owner - ALEXANDER GWENDOLYN M
Owner Address – 1121 CHILLUM MANOR RD, HYATTSVILLE MD 20783 3033
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 10.64
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use –Wooded Land (VACANT RESIDENTIAL)

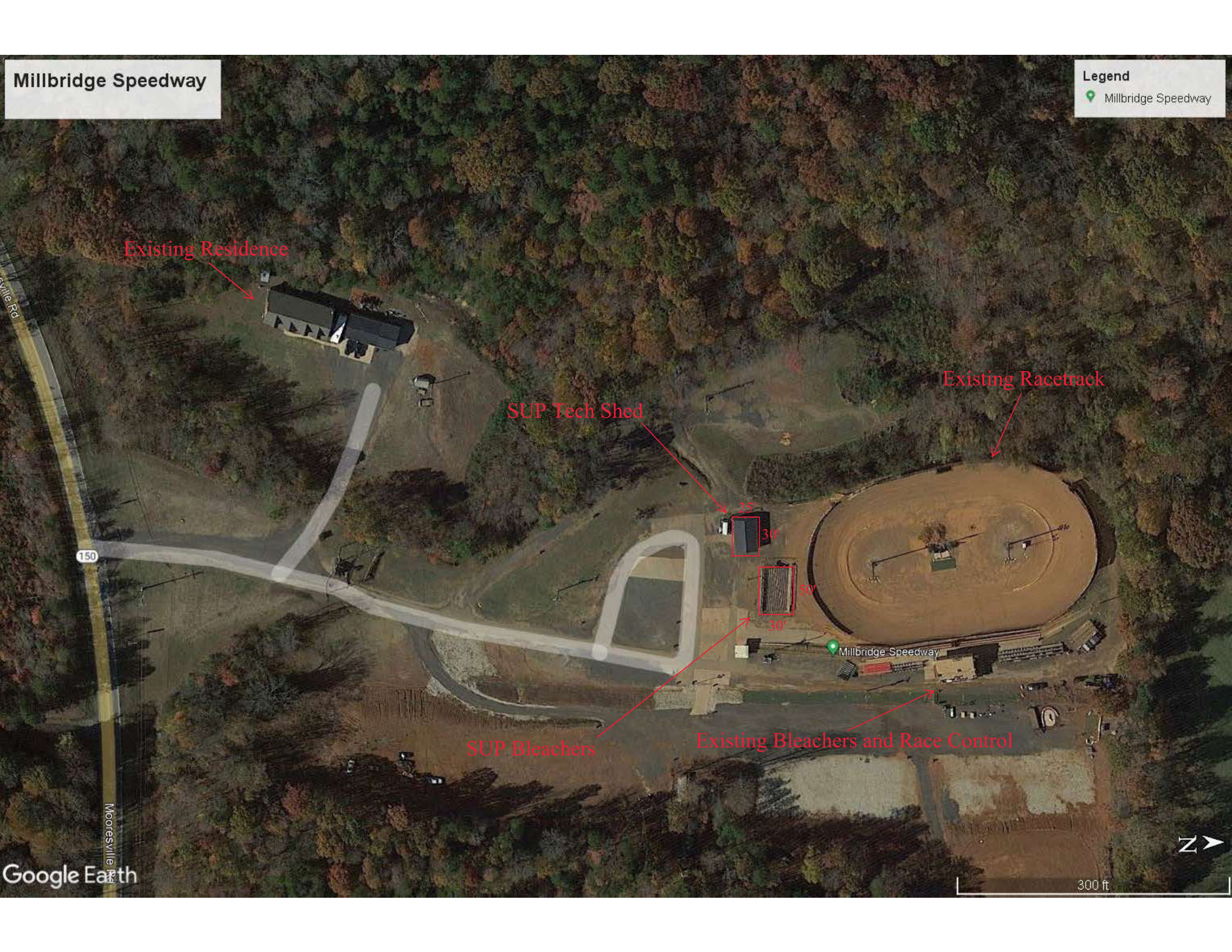
Descriptions of Site and Adjoining Properties

7. Parcel ID - 768 057
Owner - ALEXANDER GWENDOLYN M
Owner Address – 1121 CHILLUM MANOR RD, HYATTSVILLE MD 20783 3033
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 1.5
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use –Wooded Land (VACANT RESIDENTIAL)
8. Parcel ID - 201A172
Owner - PLANTATION RIDGE
Owner Address – 1 PO BOX 102, SALISBURY, NC 28145-0102
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147
Acreage – 23.26
Zoning - RA-3 RURAL AGRICULTURE-CNTY
Land Use –Wooded Land (VACANT RESIDENTIAL)

Millbridge Speedway

Legend

Millbridge Speedway



Existing Residence

SUP Tech Shed

Existing Racetrack

25'

30'

40'

30'

SUP Bleachers

Existing Bleachers and Race Control

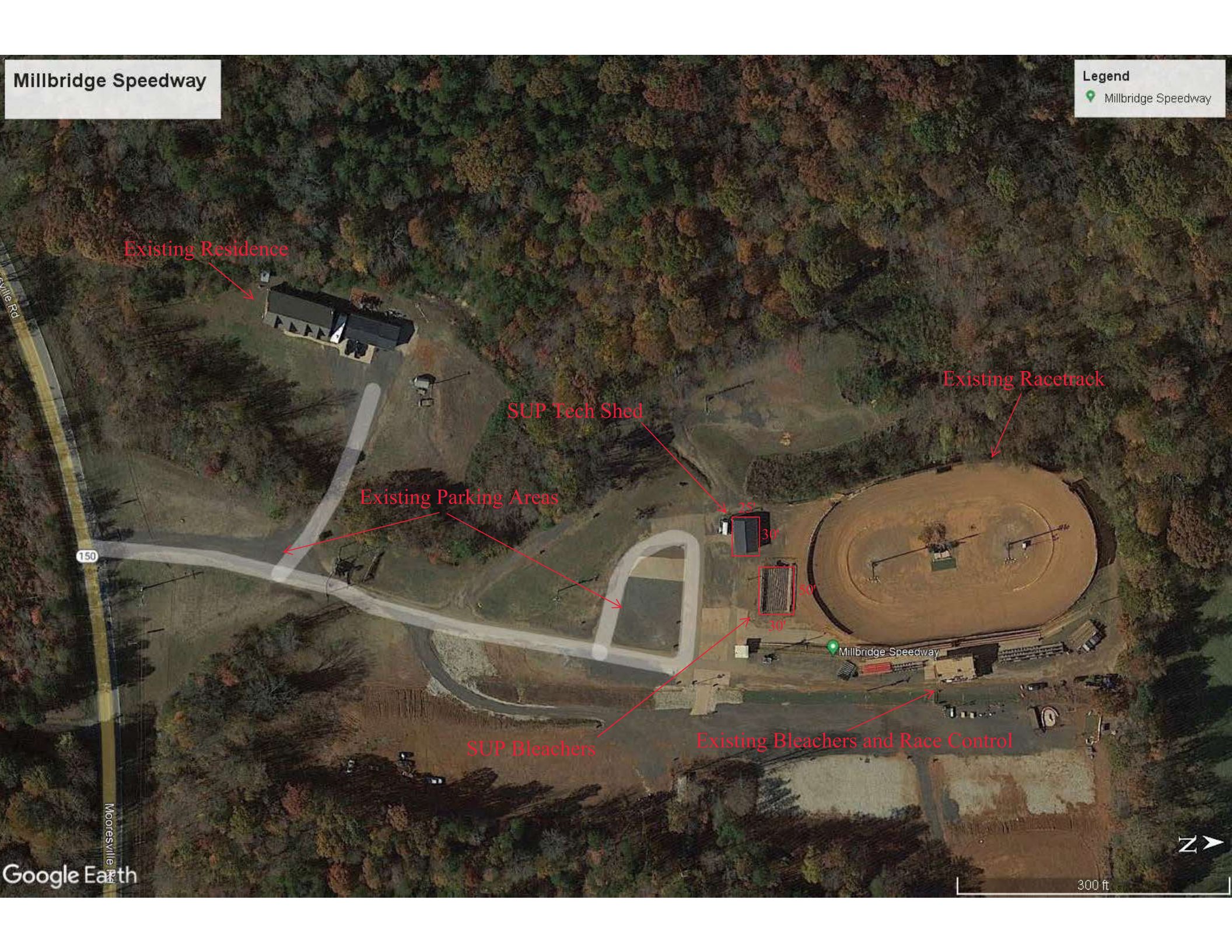
Millbridge Speedway



Millbridge Speedway

Legend

Millbridge Speedway



Rowan County GIS

PARCEL ID: **768 021**
PIN: 5629-01-26-1149

Owner Name:
**BURNETT JEREMY & WF
BURNETT ASHLY**

Mailing Address:
6670 MOORESVILLE RD

SALISBURY NC 28147
Property Address:
6670 MOORESVILLE RD

Tax District Code:126

Tax District:LOCKE VFD

Land FMV: \$158,502

Land LUV: \$0

IMP FMV: \$357,833

Total Value:516335

Deed Ref: 1327/815/2019

Date Sold: 05/16/2019

Sale Amt: \$345,000

Legal Description:
14.52AC





SUP 01-23:
Jeremy Burnett

Legend

- Millbridge Pre 1998
- Millbridge Post 2018
- Parcels

5380 Address

Feb / Mar 2022 Aerial

0 75 150
Feet



This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps or any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.





**SUP 01-23:
Jeremy Burnett**

Legend

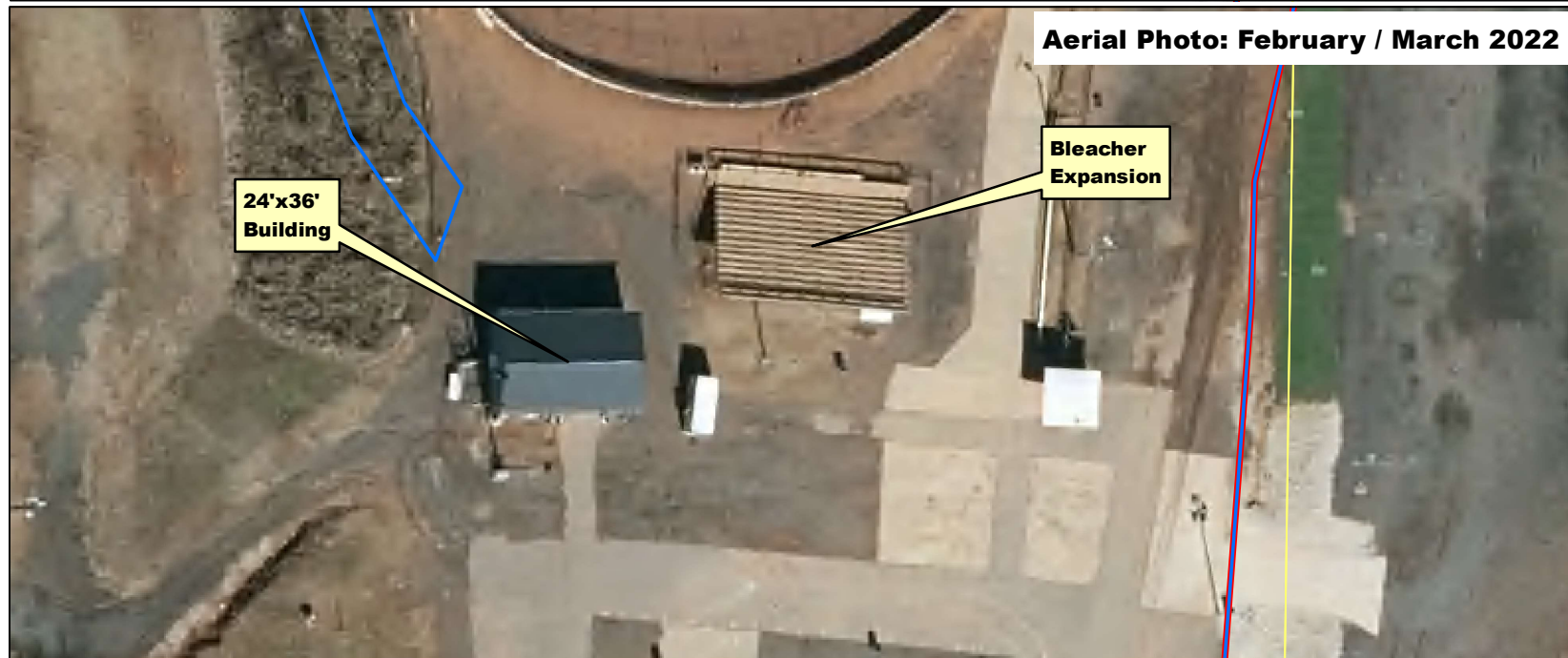
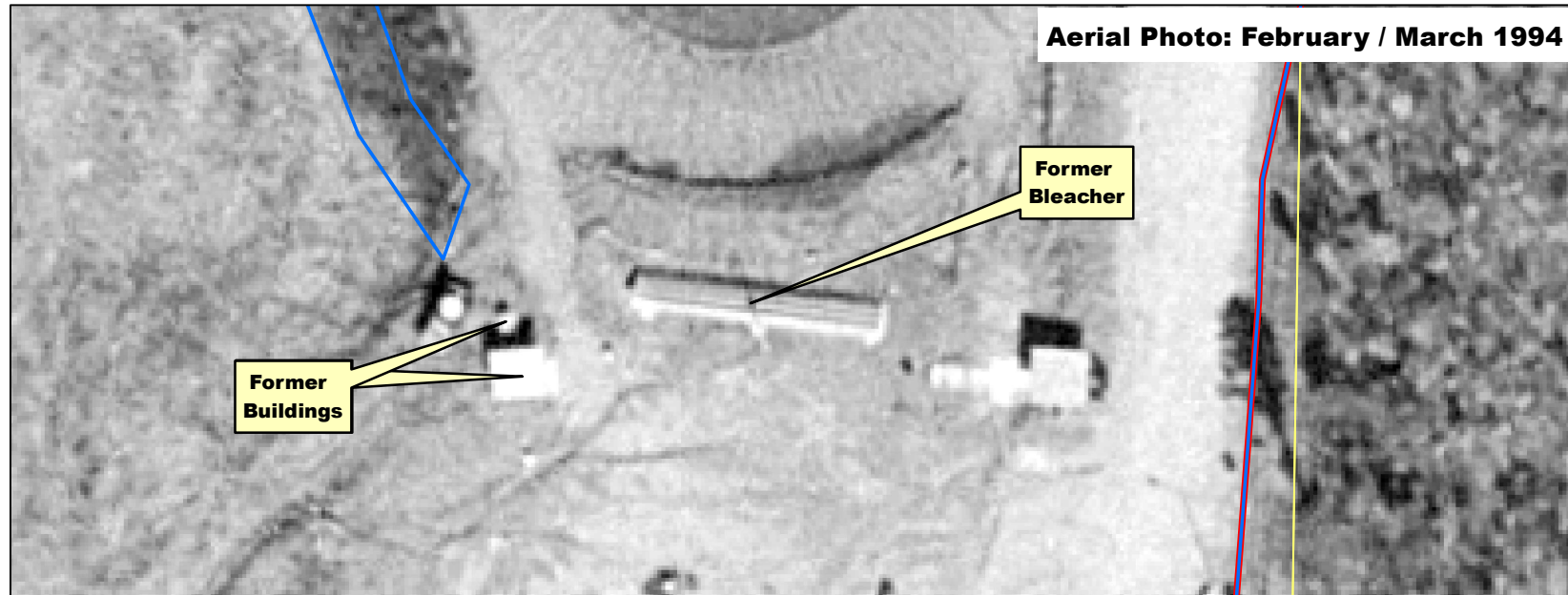
-  Millbridge Pre 1998
-  Millbridge Post 2018
-  Parcels

0 15 30
Feet



This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

Prepared by: Rowan County Planning & Development, March 31, 2023





Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # SUP 01-23
Date Filed 2/24/23
Received By SA
Amount Paid \$ 200.00
Office Use Only

SPECIAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Jeremy Burnett

Signature: Jeremy Burnett / mrd

Phone: 704-701-1665 Email: JBDesigns14@yahoo.com

Address: 6670 Mooresville Road, Salisbury, NC 28147

APPLICANT / AGENT INFORMATION:

Name: Jeremy Burnett

Signature: Jeremy Burnett / mrd

Phone: 704-701-1665 Email: JBDesigns14@yahoo.com

Address: 6670 Mooresville Road, Salisbury, NC 28147

PROPERTY DETAILS:

Tax Parcel: 768-021 Zoning District: RA-3 RURAL AGRICULTURE-CNTY

Date Acquired: 5-16-2019 Deed Reference: Book 1327 Page 815

Property Location: 6670 Mooresville Road, Salisbury, NC 28147

Size (sq. ft. or acres): 14.52 acres Street Frontage: ~550 feet

Current Land Use: Racetrack - recognized non-conforming use

Surrounding Land Use: North Farmland and vacant land
South Residential and Vacant Land
East Vacant land
West Residential and Vacant Land

PURPOSE & SECTION:

State purpose of special use permit:

Per the instructions of the Planning Department, a special use permit is necessary to bring two structures (bleachers and tech shed) that replaced dilapidated former structures (bleachers and tech shed) into compliance

Cite section(s) of Zoning Ordinance which permit is being requested:

21-135 - Extension, enlargement or replacement of a nonconforming use.

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.

Attached: Yes ☒ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners

Public Hearing: 4 / 17 / 23 3. Notifications Mailed: 4 / 3 / 23 4. Property Posted:

4 / 3 / 23 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:

 / /

Checklist for Review of Special Use Permits

Overview. Special uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the special use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a special use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

Applicant: Jeremy Burnett

Property Owner: Same

Tax Parcel: 768-021

Location: 6670 Mooresville Rd.

Request: Bring existing structure and spectator bleacher into compliance

Special Use Requirements. Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to

	YES	NO
No increase in operational area	☐	☐
No greater non-conformity with respect to dimensional or other requirements	☐	☐
No significant adverse impact on surrounding properties	☐	☐

Evaluation Criteria. Has the applicant demonstrated that their proposal can comply with the following general conditional use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.	☐	☐
The use will not significantly detract from the character of the surrounding area.	☐	☐
Hazardous safety conditions will not result.	☐	☐
The use will not generate significant noise, odor, glare, or dust.	☐	☐
Excessive traffic of parking problems will not result.	☐	☐
The use will not create significant visual impacts for adjoining properties or passersby.	☐	☐

Required Findings. All decisions regarding a special use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In

	YES	NO
Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	☐	☐

Supporting Fact(s): _____

Motion 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.	☐	☐
--	--------------------------	--------------------------

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.	☐	☐
--	--------------------------	--------------------------

Supporting Fact(s): _____

Additional Conditions. Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

Permit Decision. A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: April 5, 2023
SUBJECT: Public Hearing for Z 01-23: Rockwell ETJ Release

On March 13, 2023, the Rockwell Town Board voted to release all or a portion of seventeen (17) parcels from their ETJ. These areas are either all or a portion of property generally lying on the eastern side of Troxler, Sides, and Johnson Dairy Roads noted below. Resulting jurisdiction boundaries would run concurrent with these roads in keeping with NCGS 160D-202(e) which specifies "Boundaries shall be defined, to the extent feasible, in terms of geographical features identifiable on the ground. Boundaries may follow parcel ownership boundaries." Rockwell's zoning ordinance will apply for up to sixty (60) days unless zoned by the county prior to the expiration. Planning Staff propose the following zoning (see enclosed report).

1. Receive staff report
2. Public comments
3. Close hearing and discuss
4. Motion to consider statement of consistency / reasonableness
5. Motion to approve / deny / table Z 01-23

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	4/5/2023	Exhibit
GIS Map - Troxler Road	4/5/2023	Exhibit
GIS Map - Sides Road	4/5/2023	Exhibit
GIS Map - Johnson Dairy Road	4/5/2023	Exhibit
Rockwell Hearing Notice	4/5/2023	Exhibit



REZONING PETITION Z 01-23: ROCKWELL ETJ RELEASE

Request: Designate county zoning on property anticipated for release from Rockwell ETJ

Parcel IDs: All or part of 17 parcels

Locations: East side of Troxler, Sides, and Johnson Dairy Roads

Lot size: Approximately 53 acres

Owners: See enclosed

Applicant: Rowan County

Watershed: N/A

Floodplain: East side of 11500 Block of US 52

Existing Improvements:
See enclosed

BACKGROUND

Prior to the adoption of countywide zoning in 1998, Rowan County municipalities, with the exception of the Town of Landis, previously established areas of Extra Territorial Jurisdiction (ETJ) whereby municipal development ordinances (e.g. zoning, subdivision) were applied to property beyond their corporate limits. North Carolina General Statutes grant authority (NCGS 160D-202) for municipalities to establish an ETJ in areas the county does not regulate both zoning and subdivision at distances between one (1) and three (3) miles based on municipal population. After countywide zoning was established, any request to extend an ETJ must be approved by the County Commissioners.

Municipalities may choose to relinquish all or a portion of their ETJ area to the county per NCGS 160D-202(h). With this process, municipal development regulations remain valid until:

1. The county adopts such development regulation (i.e. zone the property) or
2. A period of sixty (60) days has elapsed following action to relinquish, whichever is sooner. This has occurred four (4) times since 1998:

1. Salisbury – 1999: Significant acreage on north, west, and eastern portions of their two (2) mile ETJ;
2. Salisbury – 2003: Areas between I-85 / Julian / Heilig Road;
3. Spencer – 2020: Split jurisdiction parcel at Long Ferry / Front Creek Roads;
4. Salisbury – 2022: Mid-Carolinas Regional Airport property.

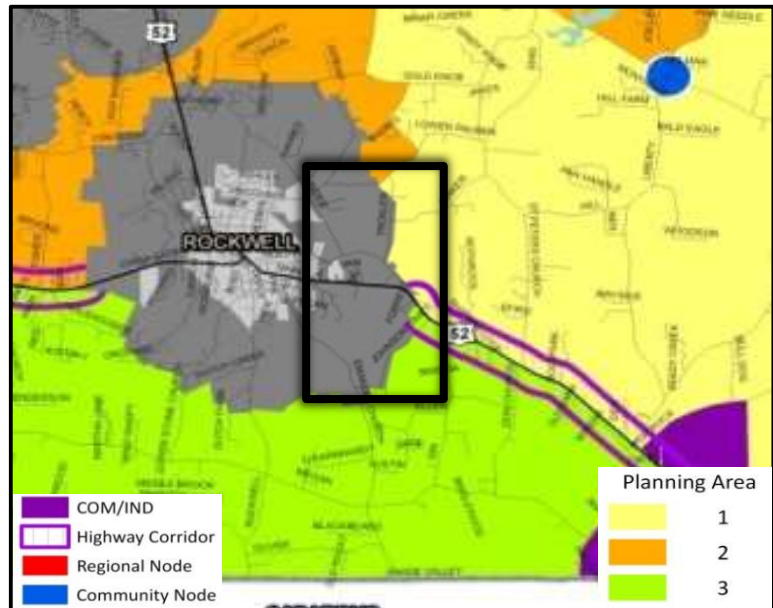
REQUEST

On March 13, 2023, the Rockwell Town Board voted to release all or a portion of seventeen (17) parcels from their ETJ. These areas are either all or a portion of property generally lying on the eastern side of Troxler, Sides, and Johnson Dairy Roads noted below. Resulting jurisdiction boundaries would run concurrent with these roads in keeping with NCGS 160D-202(e) which specifies *“Boundaries shall be defined, to the extent feasible, in terms of geographical features identifiable on the ground. Boundaries may follow parcel ownership boundaries.”* Rockwell’s zoning ordinance will apply for up to sixty (60) days unless zoned by the

county prior to the expiration. Planning Staff propose the following zoning (also see enclosed maps):

Parcel ID	Property Owner	Apx. AC	Former Rockwell Zoning	Proposed County Zoning	Improvements within Rezoning Area
635-005	Jeremy Foster	7.11	RA	RA	None
635-159	Timothy Monroe	1.04	RA	RA	None
635-011	William & Ann Furr	6.48	RA	RA	Farm buildings
635-012	William & Ann Furr	11.29	RA	RA	None
635-123	Robert Burton	3.37	RA	RA	SFD and storage buildings
635-023	Scott & Angela Barringer	2.84	RA	RA	SFD and storage buildings
635-143	Chad & Teresa Rabon	0.74	RA	RA	SFD and storage buildings
366-040	James & Nadine Propost	1.5	RA	RA	Double-wide manufactured home and storage buildings
366-106	E.M. & Frances Goodman	0.51	RA	RA	Single-wide manufactured home
366-107	E.M. & Frances Goodman	0.78	RA	RA	Single-wide manufactured home and storage building
366-034	Guy & Paula Johnson	3.5	RA	RA	None
366-114	Guy & Jean Johnson	0.1	RA	RA	None
370-106	Charles Jones	2.08	RA	RA	SFD
370-107	Charles Jones	0.72	RA	RA	Concrete pad (former storage building possibly for business)
370-070	Brent Kelly	1.96	RA	NB	Two three bay garage; former auto repair.
370-075	Brent Kelly	1.78	RA	NB	Gold Hill Family Medical
370-065	Robbins Real Estate Inc	7.28	RA	IND / RA	Gold Hill Wood Products c/o Robbins Wood Preserver

- CONFORMITY WITH ADOPTED PLANS / POLICIES**
- East Area LUP
- Located adjacent to Areas 1 & 3 and portion of Highway Corridor for US 52.
 - All RA designations would be consistent with the LUP. Property within the corridor is a residential area with significant areas of floodplain.
 - Proposed NB designation does not meet the typical “rural business” guidance. However, plan guidance for Area 3 include, *“Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area”*, which could be referenced. See below district discussion.
 - Area 3 references *“Timber and wood related businesses have traditionally operated in this area as well.”*



**CONSISTENCY WITH
THE DISTRICTS
PURPOSE / INTENT**

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 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.*

Proposed RA areas include a mixture of farmland and farm buildings; single family dwellings; manufactured homes; and vacant property.

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.*

While Johnson Dairy Road is not a major thoroughfare, the NB district may also be conducive in other areas based on the purpose and intent section. Gold Hill Family Medical, located at 201 Johnson Dairy Road, is a 2,300 sf modular doctor's office was permitted in 2013 as a use by right in Rockwell's RA zoning district. Adjacent property at 225 Johnson Dairy Road contains a three bay garage constructed in 1992 and operated as "Big O's garage" per tax assessor records. It appears the garage business has not been in operation for at least the past ten (10) years. Currently, the property contains two (2) buildings totaling approximately 5,700 sf (based on GIS) and parking for two (2) transfer truck / trailer. According to the Rockwell Zoning Ordinance,

automotive repair is permitted in the RA district subject to a special use permit. Collectively, these two (2) parcels total three (3) acres, which satisfy the NB acreage designation standard.

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.*

Robbins Wood Preserving is a wholesaler of wood products located at 175 Old Mail Road that was established in 1987, according to tax records. The proposed IND area contain several buildings totaling approximately 28,000 sf with most of the remaining area used for product storage on a gravel base. Staff would assume this property would have been zoned IND in 1998 to match the remaining acreage were it not within Rockwell's ETJ.

COMPATIBILITY OF USES

Since this is not a comparison between current county zone and proposed county zone, this section is more about applying the most appropriate general zoning district.

CONDITIONS IN THE VICINITY

See Enclosed Maps –

Troxler Road Area

- Large acre tracts in present use value program; small number of residences.
- Adjacent Utility Scale solar facility at 2939 Sides Rd.

Sides Road Area

- Section exclusively consisting of residences along both sides of the road. Wooded / field area behind the rezoning section to the northeast.
- Dutch Second Creek and associated floodplain area between Sides and Shipton Loop Roads.

Johnson Dairy Road Area

- Residential uses
- Garage, formerly used as automotive repair, and transfer truck parking at 225 Johnson Dairy Rd.

- Medical office at 201 Johnson Dairy Rd.
- Wood related facility wholesaler (Robbins) at 175 Old Mail Rd.
- Dunn Rovin manufactured home park zoned MHP containing 27 spaces.
- Mini-warehouse at 114 Johnson Dairy Rd. on a 4.6 acre CBI-CD zoned area established in 1999 located 1/3 mile north.

POTENTIAL IMPACT ON ROADS

- All three (3) roads are classified as local roads.
- NCDOT have not collected traffic counts on any of the roads.
- This request should have minimal impact on roads.
- Sides Road is identified as a potential segment for the US 52 bypass portion of the roadway project.

POTENTIAL IMPACT ON SCHOOLS

None.

POTENTIAL IMPACT ON UTILITIES

None.

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 and reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. See enclosed guide.

FEBRUARY PLANNING

BOARD MEETING

No one spoke at the meeting. The Planning Board voted unanimously (5-0) to recommend approval as requested with subject to the below statement:

Statement of Reasonableness / Consistency

“Z 01-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East Land Use Plan based on the following:

- 1) At the time of adoption of the East Rowan Land Use Plan the parcels in question were part of the Rockwell ETJ;
- 2) Based on comparison uses between Rowan and Rockwell, the zoning uses are consistent; and

- 3) The boundaries would run concurrent with state roads per NCGS 160D-202(e) and the process and evaluation is consistent with the counties obligation under NCGS 160D-202(h).

PUBLIC NOTICE

April 3rd – Letters mailed to forty-two (42) property owners (within 100 feet of rezoning area).

April 3th – Three (3) sign posted in the area: Troxler / Linker Roads; Sides / US 52; 175 Old Mail Rd.

April 6 & 13th – Notice published in *Salisbury Post*.



STAFF COMMENTS

Establishing ETJ boundaries along roads and waterways greatly reduces ambiguity for local governments and property owners in discerning jurisdiction lines. Staff is of the opinion the RA and IND zoned areas would have been zoned as such during the 1998 countywide rezoning process where these areas not within Rockwell's ETJ. While existing property improvements should not always dictate the underlying zoning district, the proposed NB area contain a local medical office and former automotive garage constructed over 30 years ago. Both uses are permitted (by right or special use) in Rockwell's RA district but would require NB to retain conformity by county zoning. Alternatively, establishing RA zoning for these two (2) tracts would render the uses non-conforming and prohibit any expansions or change of use without a rezoning or special use permit per section 21-135.

Z 01-23



ZONING

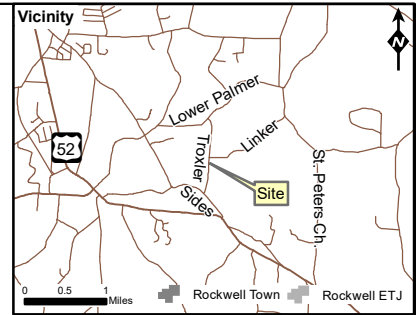
County Zoning

RA	CBI CD
MHP	IND
Proposed RA	Proposed NB

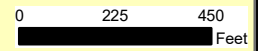
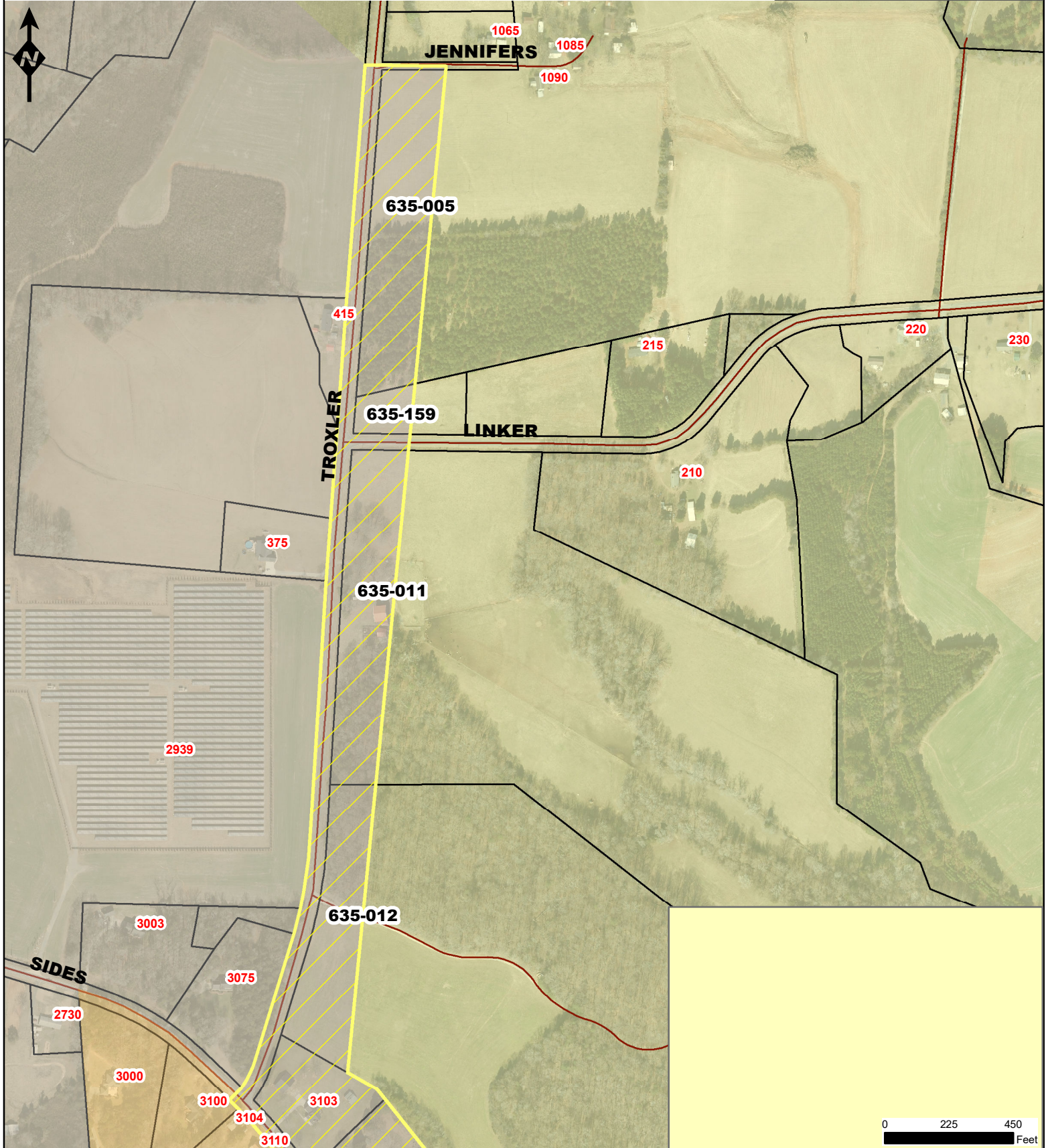
Rockwell Zoning

R-1	RA
Proposed IND	

- Parcels
- Roads
- 350 Address
- 370-106 Parcel IDs
- Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23



Z 01-23



LEGEND

County Zoning

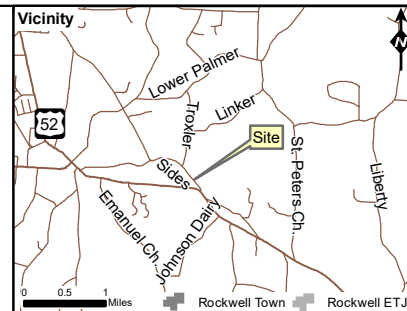
- RA
- MHP
- CBI CD
- IND

Rockwell Zoning

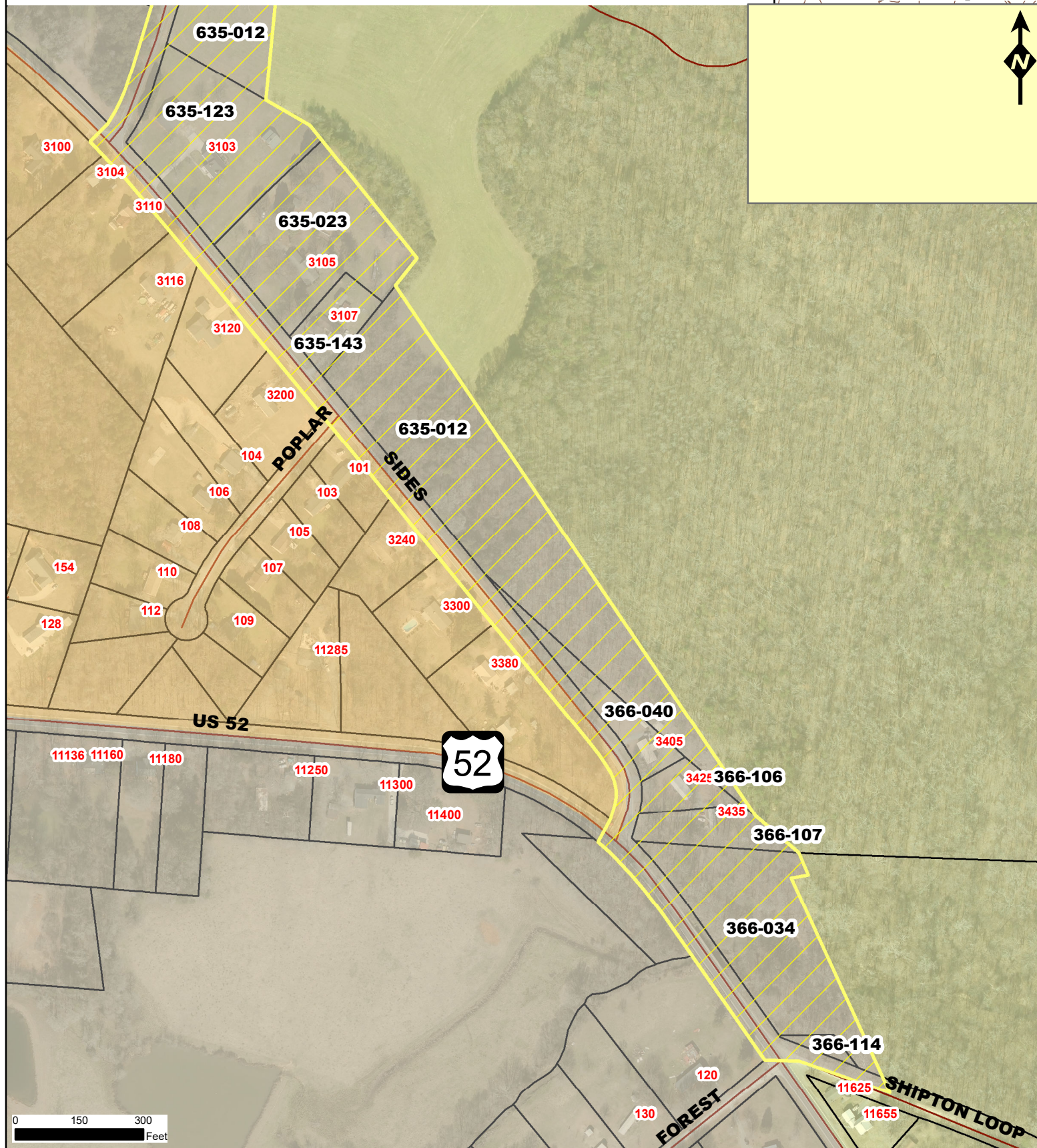
- R-1
- RA

Proposed RA Proposed NB Proposed IND

 Parcels
 Roads
350 Address
370-106 Parcel IDs
 Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23



Z 01-23

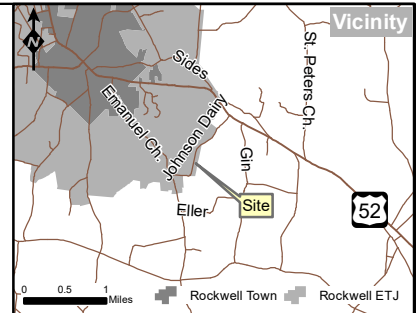


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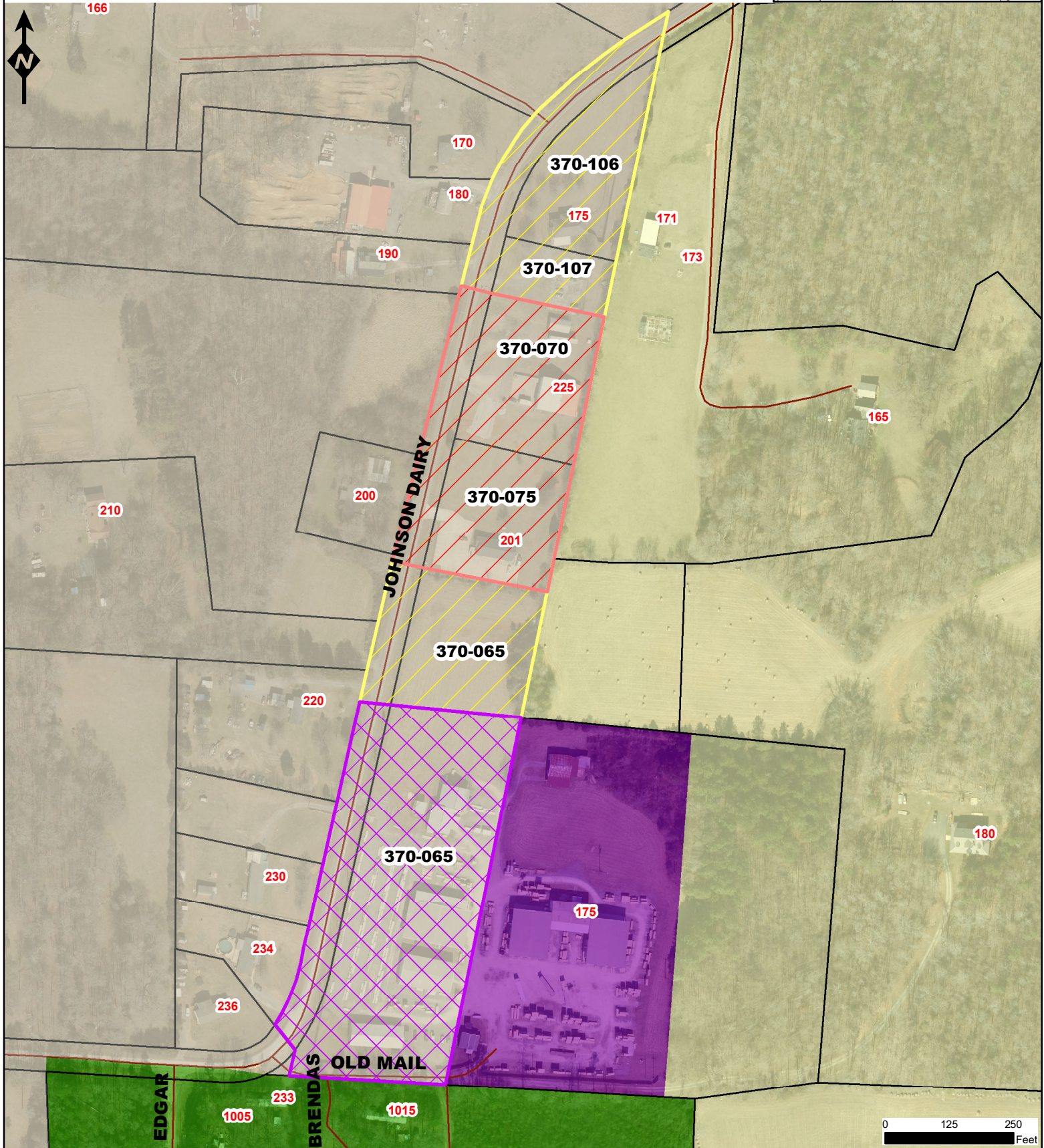
County Zoning
RA CBI CD
MHP IND
Proposed RA Proposed NB Proposed IND

Rockwell Zoning
R-1 RA
Proposed IND

Parcels
Roads
350 Address
370-106 Parcel IDs
Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23





Town of Rockwell
PO Box 506
Rockwell, NC 28138
Phone 704-279-2180 Fax 704-279-0454

TOWN OF ROCKWELL
NOTICE OF PUBLIC HEARING

The public will take notice that the Board of Aldermen of the Town of Rockwell will hold a public hearing at 6:00 p.m. on Monday, March 13, 2023, at the Rockwell Town Hall, 202 E. Main Street Rockwell to review and gather comments for or against on:

A voluntary proposal by the Town of Rockwell to relinquish portions of the Town's Extra Territorial Jurisdiction (ETJ) back to the land development regulations of Rowan County.

The public is invited to comments for or against this request. Additional information including a list and map of the tax parcels to be relinquished is available at the Town Hall, Monday-Friday 8am – 5pm.

Marlene E. Dunn
Town Clerk/Treasurer

PLEASE RUN ON:

Thursday – March 2, 2023
And
Thursday – March 9, 2023

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC
DATE: April 6, 2023
SUBJECT: EDC Presentation & Public Hearing - Proposed Incentive Policy Revision

The Rowan EDC will present a proposed revision to the County's Incentive Policy that was originally adopted in 2005 and amended in 2009.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	4/6/2023	Cover Memo
Proposed Incentive Policy Revision	4/6/2023	Exhibit

Date: April 6, 2023
To: Rowan County Board of Commissioners
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: Request for public hearing to consider revisions to County incentive policy

Dear Chairman Edds and Commissioners,

Thank you for considering this proposal from the Rowan EDC. As you are aware, Rowan County adopted a policy in 2005 that established a framework for considering incentive requests from companies seeking to expand their existing facilities or to establish new ones. The policy has served the County well over the past 18 years. However, the EDC feels that this policy is in need of an update to better reflect the County's goals while remaining competitive for attracting new investment and job growth. Below is a summary of the current County policy as well as revisions we are proposing for the Board's consideration:

Current County Policy

The current incentive policy uses minimum project investment amounts to determine eligibility for grant levels. Depending on the level, a company can qualify for a five-year grant equivalent to a specified percentage of the value of the real and personal property tax revenue anticipated to be generated by their project.

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of the Value of Real & Personal Property Taxes Paid</i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

Example: A company proposes to invest \$60 million into the construction of a new manufacturing facility. The company would be eligible for a Level 2 Grant (80% of new property taxes paid) for a five-year period. Based on the current County tax rate of \$0.6575, the total value of the Level 2 Grant would be \$1,578,000 paid out over five annual installments.

Proposed County Policy

While the amount of investment is certainly important, our proposed policy revisions would use a scoring system that weighs additional factors such as job creation numbers, the average salary of the new jobs, employee health insurance coverage, and industry sector when determining incentive eligibility and grant levels. Each of the three grant levels would require a minimum number of points scored. In order to better reward our existing Rowan County employers, these

Be an original.

companies would receive an additional point in our proposed scoring system, which is outlined in Addendum B of the revised policy.

In addition to shifting toward a scoring system, the other significant change we are proposing is a reduction in each grant level's percentage value. Under the current policy, an eligible project could receive a grant equivalent to up to 85% of the value of the new property taxes paid. Under the proposed policy, an eligible project could receive a grant up to only 50% of the new property taxes paid.

<i>Grant Category (Proposed)</i>	<i>Minimum Points Needed (Proposed)</i>	<i>Percentage of the Value of Real & Personal Property Taxes Paid</i>
Level 1 Grant	3 to 5 points	40%
Level 2 Grant	6 to 8 points	45%
Level 3 Grant	9 to 12 points	50%

Example: An advanced manufacturing company proposes to invest \$60 million into the construction of its first facility in Rowan County. They also plan to create 100 new jobs with an average salary equal to the current County average wage. The company will pay 100% of their employees' monthly health insurance premium. This project would score 6 total points and would be eligible for a Level 2 Grant (45% of new property taxes paid) for a five-year period. Based on the current County tax rate of \$0.6575, the total value of the Level 2 Grant would be \$887,625 paid out over five annual installments.

Other changes to the policy include classifying advanced manufacturing, life sciences and healthcare, distribution, financial and professional services, and information technology as targeted industries for the County. Additionally, the policy would state that speculative building projects are not eligible for incentives.

While no policy is perfect, we have tried to draft one that considers the variety of ways a company's project can impact our County and its citizens. We certainly welcome any feedback or questions you may have and look forward to our presentation to you on the 17th. Thank you for considering this proposal.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY INVESTMENT GRANT PROGRAM

*(Addendum A adopted June 15, 2009)
(Amended and Re-adopted on April 17, 2023)*

PURPOSE

The Rowan County Commission has supported economic development for decades with an emphasis on tax base development, employer diversification and job creation. The Commission has recognized the need to provide programs and financial support to strengthen and diversify the County's economy. Tax base development is a key concern for the County's fiscal health. It is essential not only to attract new investment but also to encourage existing business to expand and reinvest in their Rowan County operations. The Rowan County INVESTMENT GRANT PROGRAM is intended to provide an inducement for new business to locate in Rowan County and encourage existing business to expand.

GRANT PROGRAM DESCRIPTION

The program provides a five-year grant to companies investing in Rowan County. The grant will be established by a contract with Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment. If the company meets all of the criteria in the contract, a portion of the property tax will be returned as a grant. The amount of the grant is based on a designated percentage level for five consecutive years.

- Investment Grants will be based on the increase in tax value of all real property, machinery and improvements above the base year prior to investment. No grant will be given to a company that would reduce their tax payment to an amount lower than the previous tax year.
- Asset purchases of existing companies already paying taxes in Rowan County would not qualify for the program.
- All grant monies will be taken directly from the company's tax payment. The company must be current with all other payments required by Rowan County.
- The Rowan County Board of Commissioners may modify or eliminate the program subject to meeting all existing grant obligations in effect at the time.
- No company may transfer grant agreements or contracts without explicit approval by the Rowan County Board of Commissioners.

- Any company that under-reports the assessed value of machinery/equipment will be required to pay the assessed property tax and the Investment Grant will not apply to the underreported value.

Grants shall not exceed five years in period of award and any one grant award period must be completed not later than seven years after initial award to allow for construction and production start-up time. Any modification to these limits may be granted based upon specific project related issues but is not guaranteed or required.

The formal agreement between the parties (grant recipient, county and cities/municipalities) shall attempt to specifically identify dates for purposes of establishing the appropriate time period(s) that a grant will be in effect. Dates to be established will include consideration of the date of award, a date for the beginning of construction, production start-up date and the dates for the beginning and ending of the incentive grant awards.

Each project will be dealt with on an individual basis using these guidelines and other directives authorized by the Rowan County Commission. These guidelines in no way bind the Commission to any course of action. The Commission reserves the right to agree to different terms and incentive awards that are greater or lesser than those identified in this document based on a project's potential iare subject to change and will be reviewed routinely from date of adoption, the Rowan County Commission requiring it.

Changing economic conditions, legal issues or other factors may cause the Rowan County Commission to modify, amend, suspend or terminate the INVESTMENT GRANT PROGRAM subject to contracted grants previously awarded and in effect at that time.

Although, increasing and diversifying the local property tax assessment base are the primary initiatives of this INVESTMENT GRANT PROGRAM, several other factors may be considered in authorizing a grant to any specific project. These may include but are not limited to:

- the type of industry as a further diversification of the county's business base or as an enhancement of a previously identified target sector
- the size and scope of the project based upon investment in site development, facilities, buildings and other business infrastructure inclusive of technology
- the diversity, quality and quantity of jobs created by a project and the availability of labor inclusive of job retention and retraining opportunities
- the relationship between workforce development and total project investment
- the potential for future expansion of investment and employment
- site specific issues impacting upon public infrastructure
- actions that if pursued, stimulate development in areas of the county deemed beneficial

- the ratio of investment in real versus personal property assets
- the environmental impact of the project

PROJECT QUALIFICATIONS

The primary intention of the INVESTMENT GRANT PROGRAM is to expand and diversify the county's property tax base. Additionally, the Rowan County Commission recognizes the need to encourage the creation of well-paying full-time jobs in the County. In order to best weigh factors previously identified in the 'Grant Program Description' when determining incentives for a potential project, the County will utilize the scoring system outlined in Addendum B

After utilizing this scoring system, projects that meet the appropriate points thresholds will qualify for one of the following grants:

- Level 1 grant – a grant award based upon a project's estimated tax revenue generation value, calculated to equate to approximately 40% of the value of real and personal property tax revenue value anticipated to be generated by the project. The value for real and personal property investments shall be calculated based on a period of five (5) consecutive years in determining value for grant calculation purposes. The beginning date for grant calculations is to be the date of useful occupancy and/or production startup.
- Level 2 grant – a grant award based upon a project's estimated tax revenue generation value, to be calculated to equate to approximately 45% of the value of real and personal property tax revenue value anticipated to be generated by the project. The value for real and personal property investments shall be calculated based on a period of Five (5) consecutive in determining value for grant calculation purposes. The beginning date for grant calculations is to be the date of useful occupancy and/or production startup.
- Level 3 grant – a grant award based upon the project's estimated tax revenue generation value, to be calculated to equate to approximately 50% of the value of real and personal property tax revenue value anticipated to be generated by the project. The value for real and personal property investments shall be calculated based on a period of five (5) consecutive in determining value for grant calculation purposes. The beginning date for grant calculations is to be the date of useful occupancy and/or production startup.
- Calculations of the project grant award shall be based upon anticipated new property tax revenues the county expects to receive from a specific project; the annual grant award due to the grantee will be paid within 30 days after current property taxes are paid in full for that year.
- During the grant award period, the grantee must remain current with all real property taxes assessed, other fees, taxes or other assessments levied by the

grantors to remain eligible for the grant. Failure to do so, results in termination of the grant award.

- Rowan County will monitor the assessed valuation of the project during the award period to assure that the process used to determine the award of the grant remains consistent with estimates used. Excessive fluctuations in the estimated project value may be cause for review of the grant inclusive of modification to the terms of the grant subject to review and action by the County Commission. (It is not intended that grants and the property taxes of a specific grant project equate exactly for the grant period. Additions, changes in real estate valuations and other factors may impact upon the actual property tax assessment base during the grant period. Estimates are used only to establish a rational link between a project and its economic impact upon the county and its citizens).
- Grants are not transferable and may not be otherwise conveyed to another party without the specific consent of the grantors (Rowan County Commission).
- Grants for expansion of existing industries will account for reductions in value associated with machinery and equipment being phased out, replaced or retrofitted as part of a project. Factors impacting employment will be evaluated and enter into determinations of grant awards.
- Grants for new projects will only consider estimated enhancements to the property tax assessment base above those existing prior to the project as proposed.
- The county shall provide detailed reporting processes to monitor and assure compliance with the terms, conditions and other specific requirements of the grant award agreement. The grantee shall comply with the reporting requirements during the grant period. The county agrees to maintain confidentiality of information deemed to be proprietary in nature. The grantee shall provide the county access to verifiable grant related support documentation. Failure of the county to obtain required grantee documentation shall cause termination of grant.
- The grantee is required to give detailed information on assets to be considered as part of the grant application process, inclusive of anticipated depreciation schedules, leasing arrangements with named parties holding financial interest in assets covered by the grant program, all business or corporate names that may be applicable for purposes of asset ownership. Signed releases from those holding financial interests in assets may be required as documentation for grant awards

- Rolling stock inclusive of automobiles, trucks, tractors, trailers or other licensed vehicles shall not qualify as listed assets under personal property for purposes of calculating the proposed projects investment value.
- County contributions to a specific project's infrastructure costs may be deducted from the calculated INVESTMENT GRANT PROGRAM award available for that specific project.
- Speculative building projects are not eligible for the INVESTMENT GRANT PROGRAM. For the purposes of this program, a speculative building is defined as a building that has been either proposed, developed, or built without a prelease in place. Preleases must be for third party tenant who will create a specified number of permanent, full-time jobs.
- For the purposes of this policy, the following are considered 'Targeted Industries' for Rowan County:
 - Advanced Manufacturing
 - Life Sciences & Healthcare
 - Distribution
 - Financial & Professional Services
 - Information Technology
- For the purposes of this policy, the 'County Average Wage' is defined as the 'Average Private Sector Wage' for Rowan County as determined by the North Carolina Department of Commerce, Labor & Economic Analysis Division for the calendar year that incentives are requested.

EXAMPLE OF GRANT AWARD (GRANT LEVEL DETERMINATION)

Example 1 - A company proposes to invest \$25 million into the expansion of its current Rowan County facility. The company is an advanced manufacturer and also plans to create 60 new jobs that will pay an average wage that is five percent (5%) above the current County average wage. The company will also pay for 50% of the monthly premium cost for the employee's health insurance. The company would receive the following points:

- \$25 million investment – 1 point
- 60 new FT jobs -1 point
- 5% above County average wage – 1 point
- Expansion of Existing Company – 1 point
- Company pays for 50% of employee insurance premium – 1 point
- County Targeted Industry – 1 point

Total Points – 6

The company's expansion earned a total of 6 points and is eligible for a Level 2 Grant.

Example 2 – A company proposed to locate its first facility in Rowan County. The company plans to invest \$500 million to build a distribution center that will employ 600 people. The average wage for these new jobs is eleven percent (11%) below the current County average wage. The company will also pay for 50% of the monthly premium cost for the employee's health insurance. The company would receive the following points:

- \$500 million investment – 4 points
- 600 new FT jobs – 3 points
- Company pays for 50% of employee insurance premium – 1 point
- County Targeted Industry – 1 point

Total Points – 9

The company's new project earned a total of 9 points and is eligible for Level 3 Grant.

EXAMPLE OF GRANT AWARD (GENERAL GRANT CALCULATIONS)

Level 1 Grant (based on a \$5 million project in real property, equipment and machinery)

- Current tax rate .6575/100 for the grant period
- real and personal property investment of \$5,000,000/100=\$50,000 x \$.6575 x 40% = \$13,150 grant payment
- Five-year period total grant payments estimated at \$65,750.

Level 2 grant (based on a \$50 million project in real property, equipment and machinery)

- Current tax rate .6575/100 for the grant period
- real and personal property investment of \$50,000,000/100=\$500,000 x \$.6575 x 45% = \$147,938 grant payment
- Five-year period total grant payments estimated at \$739,688.

Level 3 grant (based on a \$100 million project in real property, equipment and machinery)

- Current tax rate .6575/100 for the grant period

- real and personal property investment of $\$100,000,000/100=\$1,000,000 \times \$0.6575 \times 50\% = \$328,750$ grant payment
- Five-year period total grant payments estimated at \$1,643,750.

Calculations for INVESTMENT GRANT PROGRAM awards at other values and at Levels 1, 2 or 3 would be completed in a similar manner.

- Note: The ratio of real to personal property (machinery and equipment) will vary significantly among projects. Depreciation schedules will impact estimated tax assessment values depending on the type of project and applicable depreciation schedule.

PROGRAM ADOPTION, AMMENDMENT AND EFFECTIVE DATES

A pre-application meeting with the County Commission representatives and elected officials of any local municipality impacted by a proposed project shall be held to validate project specifics and assure that current grant program criteria are applicable. The Rowan Economic Development Council shall provide a fiscal analysis of the project's impact upon the community as to whether the project proposal should be considered for the award of an incentive grant as detailed within policy guidelines.

Only specific action by the Rowan County Commission shall be deemed acceptance of terms in a formal contractual grant agreement and by award of an INVESTMENT GRANT thereto.

Applicants for the INVESTMENT GRANT PROGRAM shall use these guidelines in applying for a grant for new industrial development projects locating or existing industrial expansions occurring in Rowan County) and applicable cities/towns). These guidelines shall be an attachment to each formal grant award contract approved by the County.

Other specific attachments to the formal agreement shall include but not be limited to:

- A project site plan, brief written description of the project, its scope, number and type of employment positions, phasing and timing of the development and any other information that would be viewed as important in describing the project.
- A copy of the current County investment grant guidelines.
- A copy of the participating municipality's investment grant guidelines (if applicable).

- A summary of any incentives being offered by the State of North Carolina or by other partners for the project (if applicable).
- Other pertinent information that might apply to a specific project.

These guidelines remain in effect until otherwise modified by the Rowan County Board of Commissioners.

DRAFT

ADDENDUM A
RELOCATION AND ASSISTANCE GRANT
ADDITIONAL TERMS AND CONDITIONS

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

1. The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
2. If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of any such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant; and
3. The Company agrees to contractually require its General Contractor, during the term of construction of the Facility, to provide an annual certification that it is not in violation of the Act and has had no final adjudication of a violation of the Act with respect to the Facility by the appropriate authority with jurisdiction over such claims for violations of the Act; and
4. To the extent the Company's General Contractor has been finally adjudged to have violated the Act with respect to the Facility without further recourse or appeal by the General Contractor, the Company shall require the General Contractor to take all necessary steps to correct such non-compliance as expeditiously as possible. Provided, however, the Company is not ultimately responsible for the actions or failure to act on the part of the General Contractor.

**ADDENDUM B
INCENTIVE GRANT ELIGIBILITY
SCORING SYSTEM**

Category	Thresholds	Points
Direct Full-Time Job Creation	0 to 50	0
	51 to 250	1
	251 to 499	2
	501 or more	3
New Capital Investment	Less than \$10 million	0
	\$10 to \$50 million	1
	\$51 to \$100 million	2
	\$100 to \$499 million	3
	\$500 million and up	4
Average Wage*	Under 90% of County Average Wage	0
	90% to 110% of County Average Wage	1
	Over 110% of County Average Wage	2
Expansion of Existing Company	No	0
	Yes	1
County Targeted Industry**	No	0
	Yes	1
Company Provides Health Insurance & Pays 50% of monthly premium costs	No	0
	Yes	1
Total Possible Points		12
POINTS SCALE:		
0 to 2 points	Not Eligible for Incentives	
3 to 5 points (Level One)	40% for five years	
6 to 8 points (Level Two)	45% for five years	
9 to 12 points (Level Three)	50% for five years	
The scoresheet and suggested incentive levels are guidelines and an evaluation tool for the county, and in no way bind county officials to any course of action. Rowan County reserves the right to agree to different terms and incentive levels that are greater or lesser than those listed here for a project, or to add additional 'discretionary' points based upon the project's potential impact, industry type, etc.		
Footnotes:		
* As defined by the NC Dept of Commerce (Labor & Economic Analysis Division) for the calendar year that incentives are requested - \$50,138 in 2023		
** Advanced Manufacturing, Life Sciences & Healthcare, Distribution, Financial & Professional Services, and Information Technology		

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 04/17/2023
SUBJECT: Financial Reports

Please see attached financial reports.

ATTACHMENTS:

Description

Financial Reports

Upload Date

4/5/2023

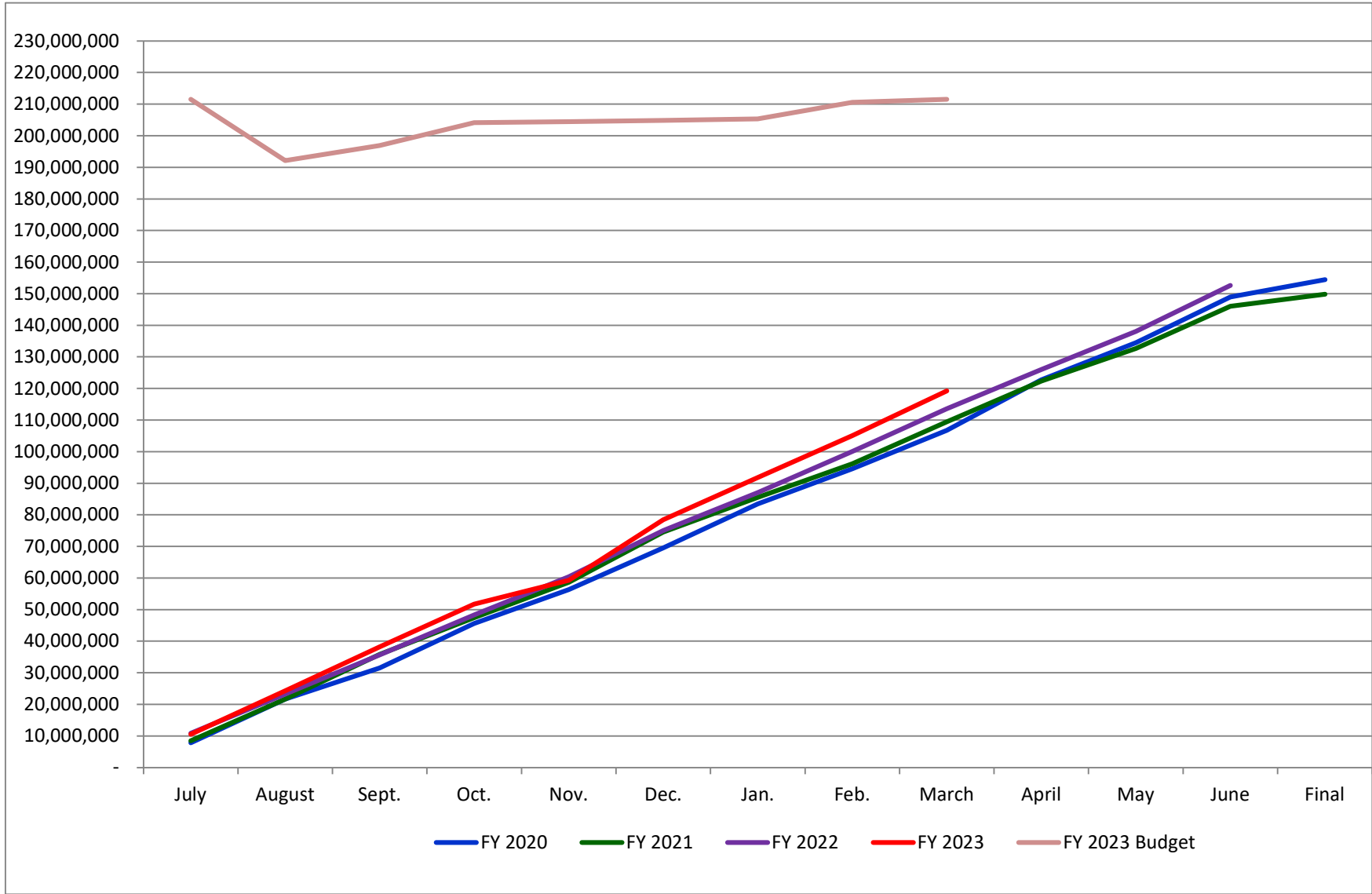
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

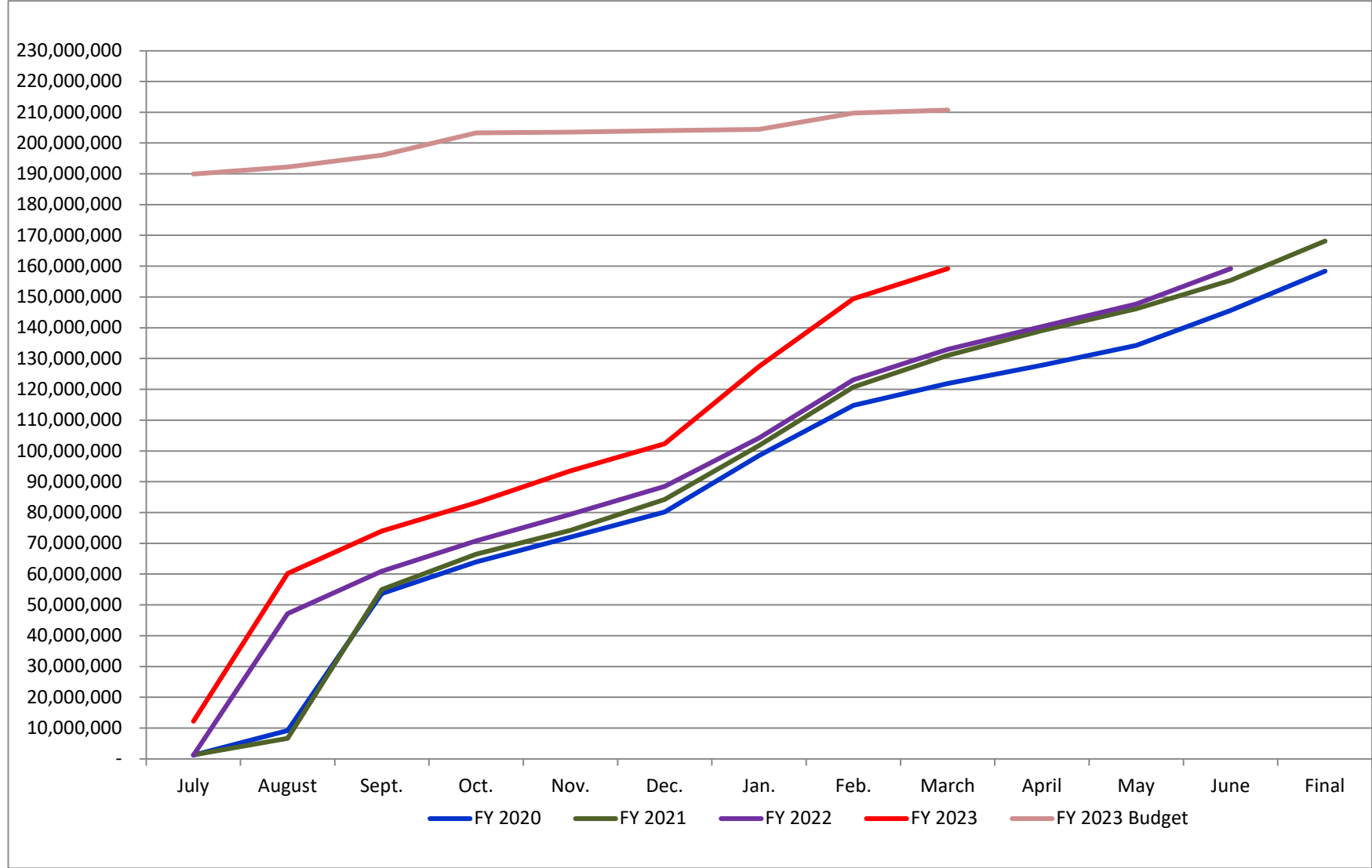
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2023	\$ 119,240,542
2022	\$ 113,573,563
2021	\$ 109,426,754
2020	\$ 106,721,006



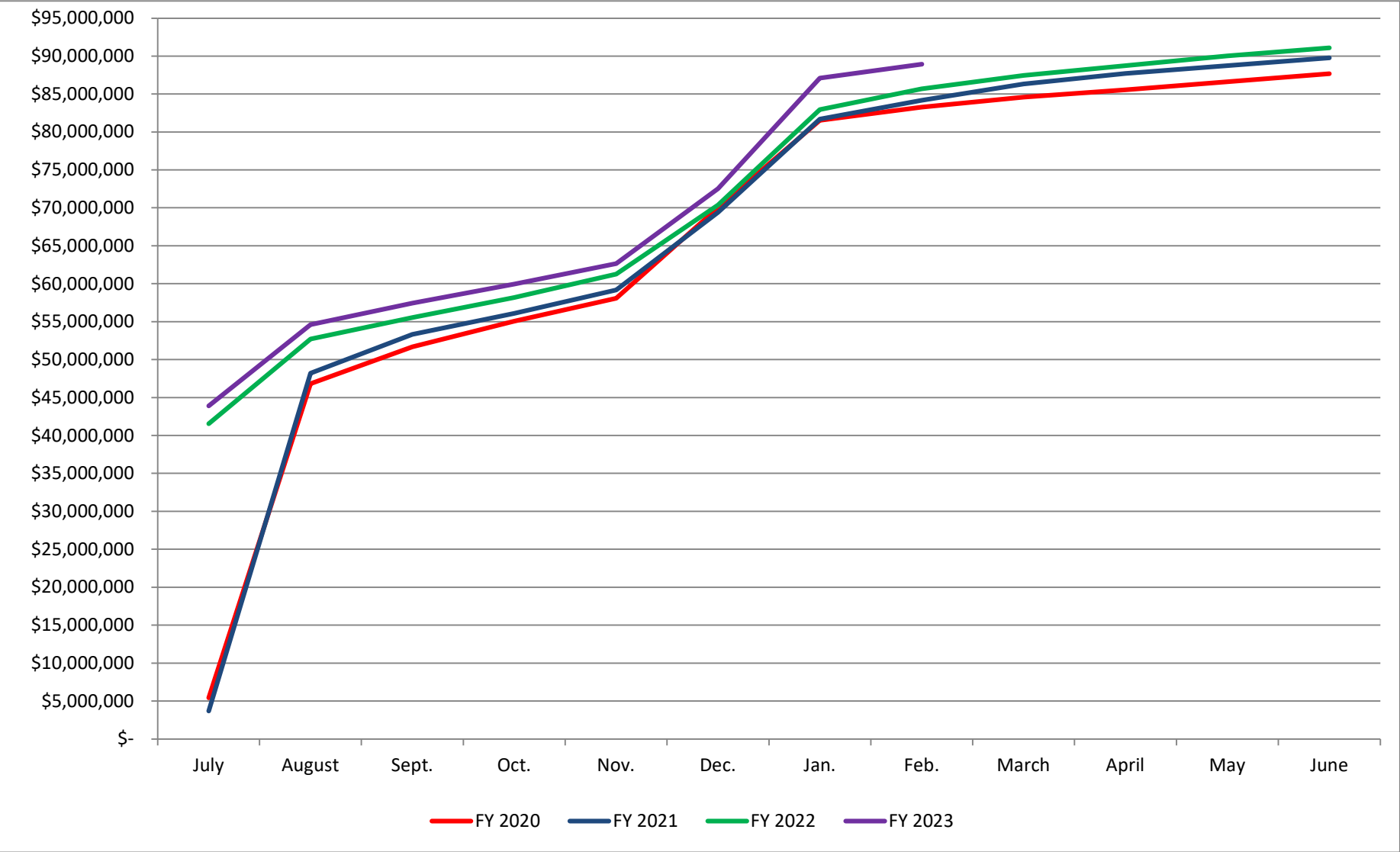
ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE REVENUE COMPARISONS

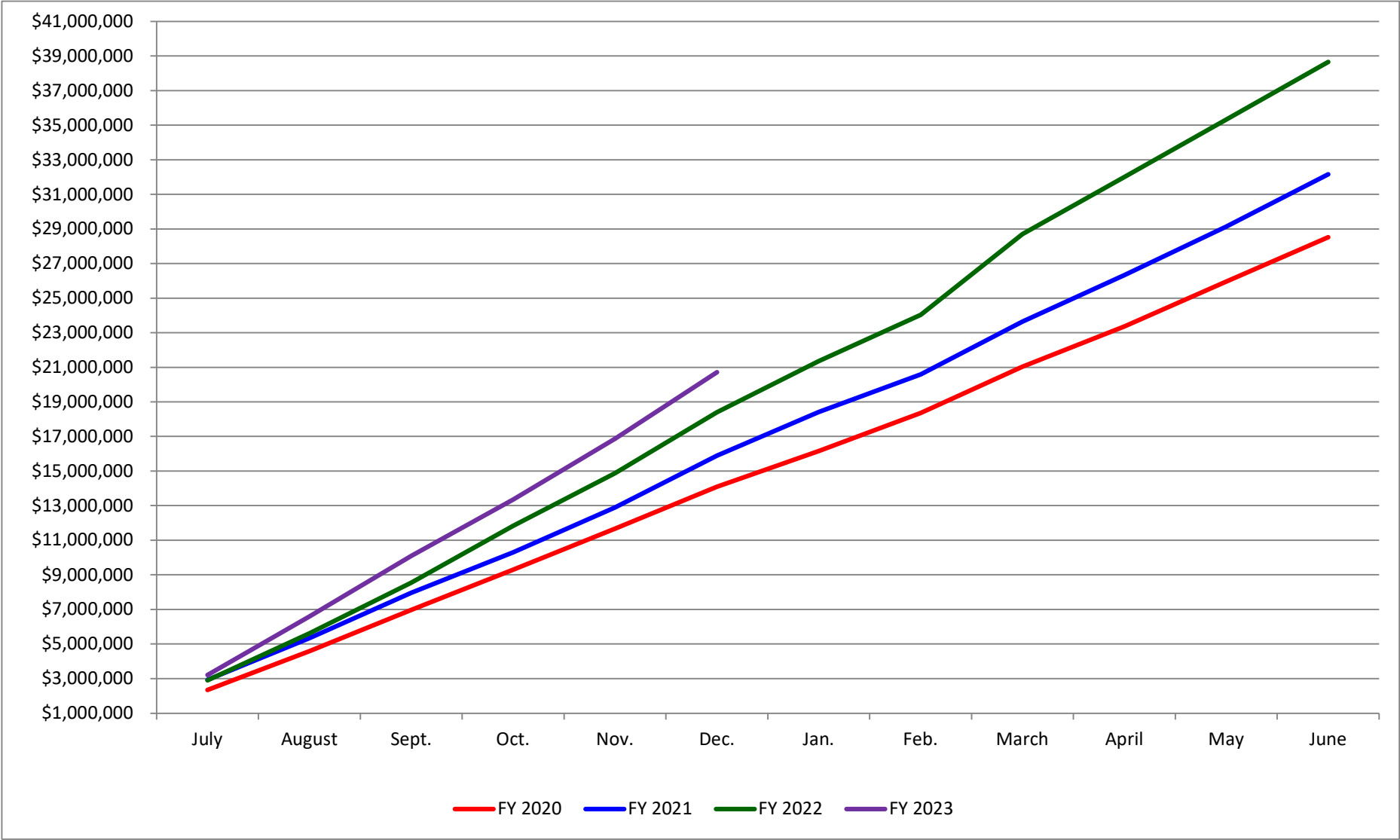
March	
2023	\$ 159,207,529
2022	\$ 133,004,549
2021	\$ 131,005,904
2020	\$ 121,878,760



February		
2023	\$	88,955,417
2022	\$	85,681,442
2021	\$	84,160,195
2022	\$	83,265,803



December	
2023	\$ 20,720,497
2022	\$ 18,403,121
2021	\$ 15,894,117
2020	\$ 14,088,022



**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023**

MONTHLY SALES TAX COMPARISONS

December		
2023	\$	3,851,557
2022	\$	3,534,929
2021	\$	2,993,691
2020	\$	2,421,355

