



ROWAN COUNTY COMMISSION AGENDA

April 5, 2021 - 3:00 PM

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

<https://bit.ly/rowanboc0405>

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Or join by phone:

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

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Password: 040521

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: March 15, 2021

1 Consider Approval of Consent Agenda

- A. Environmental Health - Bi-weekly Report
- B. Purchase Requisition for Renewal of Microsoft Licenses
- C. Church of God Children's Home Contract - Foster Care Services
- D. Acceptance of Bid for Water Tank Installation on CAT 730 Articulated Truck
- E. Schedule Public Hearing for April 19, 2021: Z 02-21 Northpoint Development

- F. Request to Ratify Incentives for EDC 'Project Popcorn'
 - G. MOU With United States Department of Agriculture, NC Department of Agriculture and Consumer Services, Rowan Soil and Water Conservation District and Rowan County
 - H. Schedule Quasi-judicial Hearing for CUP 08-16 (Amendment #2): Cherry Treesort, for April 19, 2021
 - I. Schedule Public Hearing for April 19, 2021: HOME Program Funding Increase
 - J. Request for Qualifications for Airport Consultant
- 2 Reports
- A. Proclamation for Child Abuse Prevention Month and Presentation By Community Child Protection Team
- 3 Special Recognition
- A. Proclamation for Public Safety Telecommunicators Week
 - B. Dr. Tony Watlington, Superintendent, Rowan-Salisbury School System
- 4 Public Comment Period
- 5 Consider Adoption: ZTA 02-19 Solar Energy Systems and Miscellaneous Text Amendments with Land Use Plan Recommendations
- 6 Public Hearing: Solar Moratorium Extension Ordinance
- 7 Public Hearing for Z 01-21
- 8 Consider SNIA 03-21; K-Town Homes
- 9 Consider PE 01-21; Dorsett Chapel United Church of God
- 10 Discussion Regarding No Wake Zone Extension At Tamarac Shores Marina (Continued from March 15, 2021)
- 11 Presentation By Hazen and Sawyer
- 12 NE Rowan County Water System Chemical Booster Station - Certified Bid Tab
- 13 NEWS Booster Pump Station Easement
- 14 Litter Report
- 15 Budget Amendments
- 16 Consider Approval of Board Appointments
- 17 Closed Session
- To Consider Approval of Closed Session Minutes
 - For Attorney-Client Privileged Communication
- 18 Adjournment

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
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MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 12, 2021
SUBJECT: Consider Approval of the Minutes: March 15, 2021

ATTACHMENTS:

Description

March 15, 2021 Minutes

Upload Date

3/29/2021

Type

Cover Memo

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



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

Rowan County Board of Commissioners

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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

March 15, 2021 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present and/or participating remotely. County Attorney Jay Dees was absent but joined the meeting remotely during Closed Session.

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

There were no additions to the agenda.

CONSIDER DELETIONS FROM THE AGENDA

Chairman Edds removed Item N from the Consent Agenda (Atrium Health Data Exchange Resolution).

Commissioner Pierce explained the item was being removed from the agenda in order to provide Atrium Health with time to accommodate what the County needed to help service the County's citizens with emergency services. Commissioner Pierce added that within thirty (30) days if there was no compliance the matter would "run again".

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 Greene moved, Commissioner Pierce seconded and the vote to approve the minutes of the March 1, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

The Consent Agenda consisted of the following:

- A. Rowan County Health Department - Vaccine Distribution Plan
- B. Rowan County Health Department - Health Education Program Manager Position
- C. Eastern Fence Request
- D. Ratify PDS 01-14 Amendment: Rowan Summit
- E. Rowan County Health Department - Environmental Health Report
- F. Woodleaf Park Master Plan
- G. Tax Refunds for Approval
- H. Ratify New Road Name Pop Eller Dr
- I. Schedule Public Hearing for Z 01-21 for April 5, 2021
- J. Surplus Vehicle
- K. EMPG Grant Application Update
- L. Employee Health Insurance
- M. Proclamation - April 2021 North Carolina 811 Safe Digging Month
- N. Atrium Health Data Exchange Resolution (this item was deleted from the Consent Agenda)
- O. FY20 EMPG Agreement Amendment
- P. County Manager Professional Development

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward or having phoned in, Chairman Edds closed the Public Comment Period.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC “PROJECT ACDC”

Scott Shelton, Vice President of the Economic Development Commission (EDC), presented the summary for the proposed expansion of Project ACDC (Project) in Rowan County. The company behind the Project was an advanced manufacturer that employed a large number of people in the community. The owners were evaluating its existing locations for the placement of an expansion that would allow them to meet the increasing demand for their product. The expansion would create 75 new jobs over the next two (2) years and the company would invest approximately \$28 million into the chosen location through improvements to the existing facility and major equipment upgrades. The improvements would be completed by the end of 2022.

Mr. Shelton highlighted the requested assistance for a Level 1 Grant under the County's Investment Grant Program and also the projected outcomes:

- During the five incentivized years, Rowan County would collect \$814,906 in revenue and provide incentive grants totaling \$611,180. The County would retain \$203,726 of revenue during this five-year period.
- During the five non-incentivized years, Rowan County would collect a total of \$489,443 in revenue.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$1,304,349, disburse grants totaling \$611,180 and retain an estimated \$693,169 of new revenue.

Potential State incentives were as follows:

- The company was seeking a \$500,000 Building Reuse Grant (BRG) from the State for the project
- The County would need to apply for the grant on the company's behalf
- A resolution authorizing the submission of a BRG was in the agenda packet
- The required 5% local match for the grant (\$25,000) would be satisfied through the County's Level 1 Grant
- As a condition of applying for the grant on the company's behalf, the County would require a promissory note from the property owner, secured by either a deed of trust or a letter of credit

The EDC requested the County consider hiring a professional grant administrator for the BRG.

In closing, Mr. Shelton said the project appeared to have a lengthy list of benefits and no apparent liabilities. If Rowan County were chosen, Project ACDC would create a total of 75 new full-time jobs, as well as add \$28 million to the County's tax base. The project would also generate approximately \$693,000 of new tax revenue for the County over a ten-year period.

The requested actions by the Board were:

- A Level 1 Grant for Project ACDC (75% over 5 years)
- Submission of a \$500,000 Building Reuse Grant application to the State of NC
- Authorization to hire a professional grant administrator to administer the Rural Building Reuse Grant
- Authorization of the County Chairman, County Manager and staff to execute the grant application and other BRG documents

Chairman Edds opened the public hearing to receive citizen input regarding the Project. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Following a brief question and answer period, Commissioner Pierce moved to approve the incentive grant for Project ACDC along with all requested actions as outlined by Mr. Shelton. The motion was seconded by Commissioner Klusman and carried unanimously.

4. PUBLIC HEARING: ZTA 02-19 SOLAR ENERGY SYSTEMS & MISCELLANEOUS TEXT AMENDMENTS WITH LAND USE PLAN RECOMMENDATIONS

Planning Director Ed Muire presented the background and the proposed text amendments for ZTA 02-19 regarding Solar Energy Systems and miscellaneous text.

Mr. Muire said the Solar Moratorium Draft 1.6 was an excerpt of the County's Zoning Ordinance specific to the text amendments recommended by the Planning Board. The proposed zoning text amendments for consideration appeared as bold italic underlined with deletions as double ~~strikethrough~~ text.

Topics and issues for further study as requested by the Board of Commissioners during regular session on March 1, 2021 were listed as follows with staff commentary. As applicable, suggested text for consideration was offered in the subset of the public hearing Draft 1.6 and appears as bold italic underlined with deletions as ~~strikethrough~~ text.

Mr. Muire provided a power point as he reviewed the recommended text amendments. The Commissioners asked questions of Mr. Muire and also offered additional suggestions as he went through the presentation. The information in the agenda packet was as submitted as follows:

*Requiring approval from NC Utilities Commission prior to applying to Rowan County

Commentary: Proposed amendments to the Conditional Use Permit (CUP) section (21-60(4)b) on page 80 require the applicant to provide its Certificate of Public Convenience (CPCN) for any site over 2 MW and Report of Proposed Construction for facilities under 2MW. In Staff opinion, this effectively requires the NCUC review and approve an application prior to making a local CUP application. This similar requirement was not included in the Conditional District (CD) standards until the Planning Board's Courtesy Hearing and only then, it was recommended "optional" to the extent that if an applicant had NCUC approval they could provide the items (i) relevant studies, reports, etc.; (ii) intent to interconnect; (iii) CPCN. If the Commission wants to make this a CD requirement as well, the proposed amendment to Section 21-64(a)6 on page 100 line 28 would appear as below:

Suggested Text: ***Supplementary Materials. As applicable, the applicant shall provide the following with the conditional district permit application:***

Rationale: Requiring a CPCN or similar approval from NCUC for both CUPs and CDs will likely ensure utility scale applications are not speculative and have been evaluated by state agencies for general oversight. Furthermore, the County will have some perspective as to the extent or scale of the proposed project. As a reminder, NCUC approval does not preempt Rowan County's zoning authority.

e*Can an application include multiple tracts to create system areas to circumvent the requirements

Commentary: As there is no proposed ordinance standard limiting size for conditional district zonings, this situation may only occur in IND conditional use permit application requests. If the Commission has a concern about this item, it may opt to establish an ordinance requirement, as opposed to a land use recommendation, limiting the maximum system area size for RA and CBI (CD) applications also. If doing so, Staff opinion is that maximum system area sizes should differ between a CUP and CD consideration, i.e. fifty (50) acres should not be the maximum size in both scenarios. Consider a scheme that adjusts the system area size relative to district desirability, e.g. systems in RA(CD) to one hundred (100) acres; CBI(CD) to fifty (50) acres and IND(CUP) system area size to twenty-five (25) acres; or some variation thereof.

This amendment would only be applicable to the CUP standards in Section 21-60(4)b(3) on page 79 lines 36/37 as it establishes a maximum acreage for system area. ***Suggested Text: Size. Regardless of tract size, To preserve industrial properties for job creation, tax base and economic development opportunities, the maximum system area per utility scale solar energy system application shall be no greater than fifty (50) twenty-five (25) acres. For purposes of delineating setbacks and calculating size, the system area may consist of a single or multiple non-contiguous fenced areas on a parcel(s).***

This amendment would create another CD standard in Section 21-64(4)a on pages 100-101 as it establishes a maximum acreage for system area.

Suggested Text: Size. To maintain rural character and commercially viable corridors, the maximum system area per utility scale solar energy system application shall be no greater than one hundred (100) acres in Rural Agricultural (RA) and fifty (50) acres in Commercial, Business, Industrial (CBI) districts. For purposes of delineating setbacks and calculating size, the system area may consist of a single or multiple non-contiguous fenced areas on a parcel(s).

****Will the County receive notice of financial surety lapse or sale of a utility scale system***

Commentary: The three (3) options for posting financial surety are cash; surety bond and irrevocable letter of credit. Using the latter two (2), the County can protect its interests in a decommissioning bond or a letter of credit, as the bonding company or bank are both required to send notice of any intent to release or modify the bond or letter of credit.

Ownership of real property through a request for notice can be filed with Register of Deeds, but there is no mechanism to track the sale of business personal property prior to such sale due to the nature of the assets (solar array/panels and mechanical equipment). A permit condition may require the applicant to provide the County a notice of sale of assets, although it may be difficult to enforce if this occurs frequently. Where real property is owned by an individual and leased to a solar company, the solar assets can be transferred without any public notice either by an asset purchase or by purchase of the company itself. At the risk of a 10% penalty, the tax office receives notice of the sale of business personal property by the previous owner, otherwise.

****360 day period of no power being produced / Up-fitting of panels***

Concern: This standard is associated with implementing decommissioning of a facility when it no longer produces power and the question is whether this would allow a facility to have “one or two panels” operating and not be subject to decommissioning actions. Related, the County would like to ensure the longevity of a facility and its continued operation thru the replacement of broken or inefficient panels with new units.

Commentary: The County’s approach toward conditioning approval of these land uses tends to focus on appearance and location, i.e. setbacks, size, screening, etc. as opposed to power produced. As such, it may be difficult to incorporate a percentage standard for establishing a threshold for which a system is no longer in operation. In this case, “no power” means the system is not producing energy for a 360 continuous day period. This time period of inactivity is identical to the manner the zoning ordinance deems land uses discontinued or abandoned. That being said, an option may be to require an “efficiency analysis” be provided at the time of bond or surety renewal.

****Require renewal of surety bond or letter of credit***

Commentary: Due to the purported 20-25 year lifespan of these facilities, the Commission wanted the ability to have the cost estimates for decommissioning reevaluated at the ten year (10) anniversary and every five (5) years thereafter.

This proposed amendment would be applicable to Section 21-60(4)b(7)i on page 80 and Section 21-64(a)5 on page 101.

Suggested Text: The applicant shall provide a decommissioning plan that includes a cost estimate and salvage values prepared by an NC Professional Engineer having professional credentials, recognized expertise or specialization in construction and removal of similar facilities detailing how the solar energy system will be removed and system area will be reasonably restored to its original condition in the event it does not produce energy for a three hundred sixty (360) day continuous basis. Acceptance of the decommissioning plan and cost estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. Prior to permitting, the applicant shall provide Rowan County financial surety at 1.25 times the mutually agreed cost estimate amount, ~~Renewable bonds are expected to provide updated estimates and reflect changes due to labor costs, demolition practices, etc.~~ minus fifty percent (50%) of the salvageable value, which will remain in effect for the first ten (10) years of operation.

An updated decommissioning plan detailing costs and salvageable values shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount, minus fifty percent (50%) of the salvageable value, shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

***Decommissioning Plan contents**

Commentary: The notion of providing a decommissioning plan is a given, but the contents of a plan will likely differ among applicants. As such Staff suggests utilizing the attached template decommissioning plan from the NC Solar Template Model Ordinance as a basis.

This proposed addition would be applicable to Section 21-60(4)b(7)i on page 80 and Section 21- 64(a)5 on page 101.

Suggested Text: At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.

***Land Use Plan recommendations**

Commentary: Areas of the County that have poor soils or building / septic constraints may also be in a corridor or area the County is interested in extending utilities that overcome the soil limitations. As such, modifying these policies may be warranted.

Suggested Text: Subject to potential utility extension(s). Sites having identified poor soils or building / septic constraints are generally encouraged for selection.

Areas currently served or having the potential to be served by water and sewer infrastructure are not preferred locations.

Furthermore, if the system acreage suggested changes proposed herein are accepted, it will be necessary to eliminate the land use plan recommendation, which states:

~~**A maximum system acreage of 50 acres is preferred, but may be increased based on the site's ability meet all other requirements contained herein.**~~

*Applicable Tax Implications

Commentary: Although not directly tied to its consideration of appropriateness in a zoning district, the question of applicable tax rate was posed by the Commission. Staff has provided the accompanying information based on conversations with the Tax Assessor.

Solar facilities are taxed on land value and improvement value; the land and any non-power producing buildings are considered real estate and the photovoltaic panels and related equipment are deemed business personal property. Land in a solar facility is not eligible for inclusion in the present use value system (agricultural use) and any lands transitioned from present use into solar production is responsible for three (3) year taxation in arrears at the general land use rate. There is no set market value for solar land, as the rate can be influenced by location, similar sales or lease rates, etc.

In contrast, the rate of taxation and depreciation is uniform throughout NC as established by the NC Dept. of Revenue (DoR). An eighty percent (80%) exemption is applied to the initial value of solar equipment as reported by the owner/operator and the adjusted value is subject to a depreciation schedule over an eighteen (18) year period. Minus the initial 80% exemption, the rate decreases from six percent (6%) in year one to seventy-five percent (75%) in year eighteen; refer to attached DoR schedule.

A three (3) year example of the overall property tax billing provided below is based on an assumed land value of \$200,000 and equipment value (business personal property) of \$80 million:

Year	Land Value	Business PP Value	Depreciation Schedule	Adjusted BPP	Total Assessed Value	Rowan Tax	Fire Tax	Total Tax Bill
1	200,000	16,000,000	6%	15,040,000	15,240,000	100,203	12,192	\$112,395
2	200,000	16,000,000	18%	13,120,000	13,320,000	87,579	10,656	\$98,235
3	200,000	16,000,000	22%	12,480,000	12,680,000	83,371	10,144	\$93,515

Taxation of the assed value is subject to the rate of the county, fire district, etc. in addition to the land value rate.

It's worth noting that if the solar facility is owned by a public service company, e.g. Duke Energy, the values and rates are established by NC DoR, and the example above does not apply.

Chairman Edds opened the public hearing to receive comments regarding the proposed text amendments. The following individuals addressed the Board:

- Brian Bednar, Chief Executive Officer of Birdseye Renewable Energy (Birdseye), located in Charlotte, North Carolina, described Birdseye as one of the earliest developers in the State. Mr. Bednar stated Duke Energy was one of Birdseye's largest partners. Mr. Bednar praised Mr. Muire and Planning Staff for their very thorough examination of solar energy. Mr. Bednar reported North Carolina was second in the country for solar. Mr. Bednar explained his job was to find the

balance of a piece of land that had interconnection capabilities but also met the criteria in a Land Use Plan (LUP). Mr. Bednar discussed the reasoning for larger solar farms and also the Planning Staff's recommendations with regards to the LUP.

Mr. Bednar disclosed that Birdseye had been working on a large project and had been working in the County for approximately two and a half years. The project was north of Hwy 52 on a piece of land owned by the Nash family. Mr. Bednar said the property did not perk and there was no water/sewer for the proposed 400-acre solar project. However; there was an existing power line where Duke Energy agreed a solar project of scale could cost-effectively be connected.

Mr. Bednar highlighted the considerations given when looking for a solar site. Mr. Bednar referred to buffer requirements and noted that planting of traditional commercial buffers had not been too successful. Mr. Bednar said Birdseye had successfully put in thirty feet of a naturalized area supplanted with native species that grew very quickly. Mr. Bednar said Birdseye had worked with US Fish and Wildlife, North Carolina Wildlife and Nature Conservationists to create buffers that had the least impact on the buffering/vegetation.

Mr. Bednar discussed setback requirements for solar projects. Using the Nash property as an example, Mr. Bednar felt it was impractical to require 50' setbacks through the middle of a project.

Lastly, Mr. Bednar said he felt the decommissioning plan was reasonable.

- Mike Barron, a resident of 360 Tamarac Shores Drive, expressed concern with long-term environmental impacts of solar farms. Mr. Barron asked who would be responsible for the clean-up of a solar farm if the solar company went bankrupt.

Commissioner Pierce explained to Mr. Barron the decommissioning plan would address the clean-up. Commissioner Pierce continued by saying that a solar company had a bond - or a line of credit - and those funds were escrowed to provide the County with the financial means from the solar company to put the property back as it initially was.

- Chris Carmody, Executive Director of Carolinas Clean Energy Business Association, agreed with Mr. Bednar's comments and stated that Planning Staff had done a great job with the proposed text amendments.

Mr. Carmody continued by saying he had emailed the Clerk to the Board a letter with recommendations and a study that had been done regarding the improvement in tax values, etc. Mr. Carmody mentioned personal property tax abatements and said the statute applied not just to solar but to 75 different items from public utilities to gas, etc.

Mr. Carmody described a 1,000-acre solar farm as large and 100 acres as small and noted there was a lot of acreage between the two (2) figures. Mr. Carmody said developers obviously liked flexibility; however, he agreed that the areas further out and not connected to water/sewer were the best for solar locations.

Mr. Carmody agreed with Mr. Bednar about the setbacks and that it was more esthetic to have the setback on the perimeter.

With regards to the decommissioning, Mr. Carmody felt Planning Staff had done a great job. Mr. Carmody described solar as a technology and not a commodity and that solar became cheaper and more efficient every year.

In closing, Mr. Carmody said the land could easily be converted back to the previous use at the end of its useful life.

At this point, the Board held another question and answer period with Mr. Muire.

Mr. Muire noted for the record the Board had received emailed comments from the following citizens: Kathy Webb, Laura Kruchkow, Jackie Wilson and Sam Nash.

Mr. Muire said the Board could continue the public hearing to April 5, 2021; however, he noted the expiration date of the current moratorium and pointed out that all board members would need to be present on April 5, 2021 if the public hearing was continued.

Chairman Edds questioned Mr. Muire about extending the current moratorium to allow time to continue to explore the alternatives that had been discussed. Mr. Muire responded that once the public hearing was closed, a motion could be made to schedule a public hearing for April 5, 2021 to consider an extension.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to set a public hearing for April 5, 2021 regarding an extension of the moratorium for thirty (30) days. The motion was seconded by Commissioner Klusman and passed unanimously.

Below are the amendments from the Draft 1.6 edition of the ZTA 02-19 text approved by the Commissioners. The page numbers and line references were associated with the document:

- Page 79 lines 21-25 and lines 20-24 on page 100 eliminated the internal setbacks within the system area: ~~Adjoining tracts of the same solar energy system may have a twenty five feet (25') setback for panels and equipment along internal common tract lines, but where tract lines adjoin other properties or road rights of way the system area setback shall be 100'.~~

- Page 101 line 28 eliminated the strikethrough text which reads: ***Supplementary Materials. As applicable, the applicant shall provide the following with the conditional district permit application:***
- Page 79 lines 36/37 were changed to: ***Size. Regardless of tract size, To preserve industrial properties for job creation, tax base and economic development opportunities, the maximum system area per utility scale solar energy system application shall be no greater than ~~fifty (50)~~ twenty-five (25) acres.***
- Page 80 lines 31-45 and lines 1-2 on page 81 and Page 101 lines 12-27 were changed by inclusion of the underlined text and eliminating the double strikethroughs: ***The applicant shall provide a decommissioning plan that includes a cost estimate prepared by an NC Professional Engineer having professional credentials, recognized expertise or specialization in construction and removal of similar facilities detailing how the solar energy system will be removed and system area will be reasonably restored to its original condition in the event it does not produce energy for a three hundred sixty (360) day continuous basis. Acceptance of the decommissioning plan and cost estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. Prior to permitting, the applicant shall provide Rowan County financial surety at 1.25 times the mutually agreed cost estimate amount.*** ~~*Renewable bonds are expected to provide updated estimates and reflect changes due to labor costs, demolition practices, etc. which will remain in effect for the first ten (10) years of operation.*~~

An updated decommissioning plan detailing costs shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

- The following new text was also added to the same Decommissioning section on pages 80 and page 101: ***At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.***
- A copy of the Template Decommissioning Plan is attached for reference
- The following changes were made to the Land Use Plan Recommendations:
 - ***Subject to potential utility extension(s), sites having identified poor soils or building / septic constraints are generally encouraged for selection.***
 - ***Areas currently served or having the potential to be served by water and sewer infrastructure are not preferred locations.***
 - (The Commission opted to reject Staff proposal for eliminating this proposed change; the document for consideration had this policy as a double strikethrough) ***A maximum system acreage of 50 acres is preferred, but may be increased based on the site's ability meet all other requirements contained herein***

5. PUBLIC HEARING: HOME FUNDING ACTION PLAN FY 21-22

Planning Director Ed Muire reported that as a member of the Cabarrus/Iredell/Rowan HOME Consortium, Rowan County had been advised by the City of Concord it may receive funding for FY 21-22 similar to last year, i.e. approximately \$178,200 in project funds. Program funding was subject to change based on the actual allocation from HUD to the Consortium; changes in program funding by no more than ten percent (10%) did not require another public hearing. Furthermore, the County's program administrator has obtained other housing related grants from non-Federal sources and Staff anticipates that no local "match" for receipt of these funds to participate in the FY 21-22 budget year will be necessary.

Eligible program activities in the County's application for this program year will consider rehabilitation of owner-occupied housing.

Rowan County opted to solicit proposals for administration of its housing programs in 2012 and selected the Salisbury Community Development Corporation (CDC). During this partnership, the County and CDC Staff have successfully administered numerous rehabilitation projects. Based upon this successful collaboration and given the annual contract for services are less than \$25,000 [no formal bids are necessary per CFR]; Staff recommends the CDC administer the County's FY 21-22 HOME Program.

After conducting the public hearing for the HOME Funding Action Plan, it was Staff's recommendation to:

- Approve the FY 21-22 HOME Funding Action Plan and accept modification(s) of a decrease or increase in Consortium funding of ten percent (10%)
- Authorize the County Manager to sign the application as the Certifying Official
- Authorize the County Manager to sign all administrative and housing related documents associated with this program, including current and past Annual Agreements with the City of Concord
- Authorize the Chairman to enter into a contract with the Salisbury CDC to administer the County's program for FY 21-22

Chairman Edds opened the public hearing to receive citizen input regarding the HOME Funding Action Plan for FY 21-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the HOME Funding Action Plan and accept modification(s) of a decrease or increase in Consortium funding of ten percent (10%); authorize the County Manager to sign the application as the Certifying Official; authorize the County Manager to sign all administrative and housing related documents associated with this program, including current and past Annual Agreements with the City of Concord; and to authorize the Chairman to enter into a contract with the Salisbury CDC to administer the County's program for FY 21-22. The motion was seconded by Commissioner Pierce and passed unanimously.

6. PUBLIC HEARING TO CONSIDER NO WAKE ZONE EXTENSION AT TAMARAC SHORES MARINA

During regular session on August 3, 2020, the Board of Commissioners voted to request an investigation by the Wildlife Resources Commission (WRC) to determine whether statutory authority may exist for establishment of a No-Wake Zone on High Rock Lake at Tamarac Shores Marina. The process was initiated as a result of a request from resident Michael Barron who lives on Tamarac Shores Drive.

The WRC submitted its No-Wake Zone Water Safety Hazards Matrix; however, it differed from Mr. Barron's initial request. The WRC Officer agreed the area had become much busier since the rule was codified in 1978 and Enforcement agreed that enlargement of the no-wake zone to accommodate the additional hazards to boater safety and water recreational activities was warranted.

According to Betsy Haywood, Water Safety Rulemaking Coordinator, the WRC Officer prepared the attached map showing a smaller area than Mr. Barron asked for. The WRC does not place no-wake markers to prevent property damage to docks or boats, nor for privacy, nor to prevent erosion. There is no history of boating accidents in the area but it is acknowledged that extending the no-wake zone would mitigate hazards to those enjoying water recreation, as well as boats entering and exiting the cove.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed extension of the No-Wake Zone at Tamarac Shores Marina. The following individuals addressed the Board:

- Michael Barron of 360 Tamarac Shores Drive discussed the existing buoys near Tamarac Shores Marina. Mr. Barron said he was proposing the installation of one (1) additional buoy to protect his grandchildren and other swimmers in the cove. Mr. Barron felt his dock created a blind-spot and he stated when watercraft approached the buoy, the operator did not stop until right at the buoy. Mr. Barron said the buoys had been reset and had drifted over time. Mr. Barron referenced the videos he had provided (August 3, 2020 Commission Meeting). Mr. Barron said he was not worried his dock would be damaged and since he would have to pay for the buoy, he proposed to purchase one (1) additional buoy to put on the other side of his dock in order to slow down the watercraft. Mr. Barron suggested placing the buoy 80 yards from the shoreline. Mr. Barron emphasized his concerns were due to safety issues.

Chairman Edds noted the Wildlife Resources Commission regulated water safety and he shared similar concerns with his own property located on High Rock Lake.

Mr. Barron said he was not complaining about anything but the wake and reiterated no one stopped for a buoy until they reached the buoy. Mr. Barron again stated his main concern was for safety. Mr. Barron said if the buoy was extended beyond where it was

actually needed, watercraft operators would slow down in time for where they needed to in the congested area under consideration.

Chairman Edds noted that based on the recently completed assessment, the Wildlife Enforcement Officer agreed an extension was warranted. However; the Officer prepared a map indicating a smaller area than what Mr. Barron proposed.

Commissioner Pierce said he understood Mr. Barron's point; however, the Board had to be consistent. Commissioner Pierce did not feel Mr. Barron's chances to deviate from the Officer's recommendation were good. Commissioner Pierce said if the Board agreed to request the expansion indicated by Mr. Barron, the Board would have to be willing to make the exception for everyone that wanted to stop the boats.

Carolyn Barger, Clerk to the Board, suggested the Board table a decision to its April 5, 2021 meeting to allow additional research and to ask additional questions from the Wildlife Resources Commission about existing buoys and the recommended buoy placement.

Chairman Edds was agreeable to tabling a decision and explained to Mr. Barron if the vote was taken tonight, it would be for the Officer's recommendation.

With no one else wishing to provide comments, Chairman Edds closed the public hearing.

Chairman Edds moved to table the issue to April 5, 2021 and said he would get information from the Wildlife Resource Officer and Ms. Haywood. The motion was seconded by Commissioner Pierce and passed unanimously.

7. FINANCIAL REPORTS

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

- Annual Cumulative Expenditure Comparisons as of February 2021. \$96,186,493
- Annual Cumulative Revenue Comparisons as of February 2021. \$120,758,108
- Annual Cumulative Current Year Property Tax Comparisons as of January 2021. \$80,962,564
- Annual Cumulative Sales Tax Comparisons as of November in FY '21. \$12,519,066

8. BUDGET AMENDMENTS

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

- Sheriff – Recognize check from a public donation and budget to expense account of Meeting/Training Food account. \$500

- Social Services – Revised expenditures/revenues based on Funding Authorizations received from the State. Funding authorizations reflect the actual amount received and may increase or decrease the original budget estimate. \$3,600
- Sheriff – Recognize donation of \$20,000, budget funds to expense account #1154410-582009 for Meeting/Training Food. \$20,000
- Finance – Budget the FY '20 Homeland Security Grant Program for the project entitled: Exercise-Lost at the Lake. \$35,000
- Finance – Budget the FY20 Hazardous Material Emergency Preparedness Grant awarded to Rowan County for a HMEP project. \$,600
- County Manager's Office – Transfer funds from General Fund to Water Fund for lead and copper compliance. \$1,000,000

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

9. CLOSED SESSION

Chairman Edds moved the Board enter into Closed Session at 8:53 p.m. in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the Closed Session minutes of March 1, 2021; and, in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication regarding regulatory compliance.

The Board returned to Open Session at 9:14 p.m.

10. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:14 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Interim Health Director
DATE: 03/19/2021
SUBJECT: Environmental Health - Bi-weekly Report

This report covers new information from the Environmental Health division of Rowan County Public Health. In addition to the reports, we would also like to share that we have hired a new Food and Lodging Specialist on March 15th and the state will be transferring her authorization.

ATTACHMENTS:

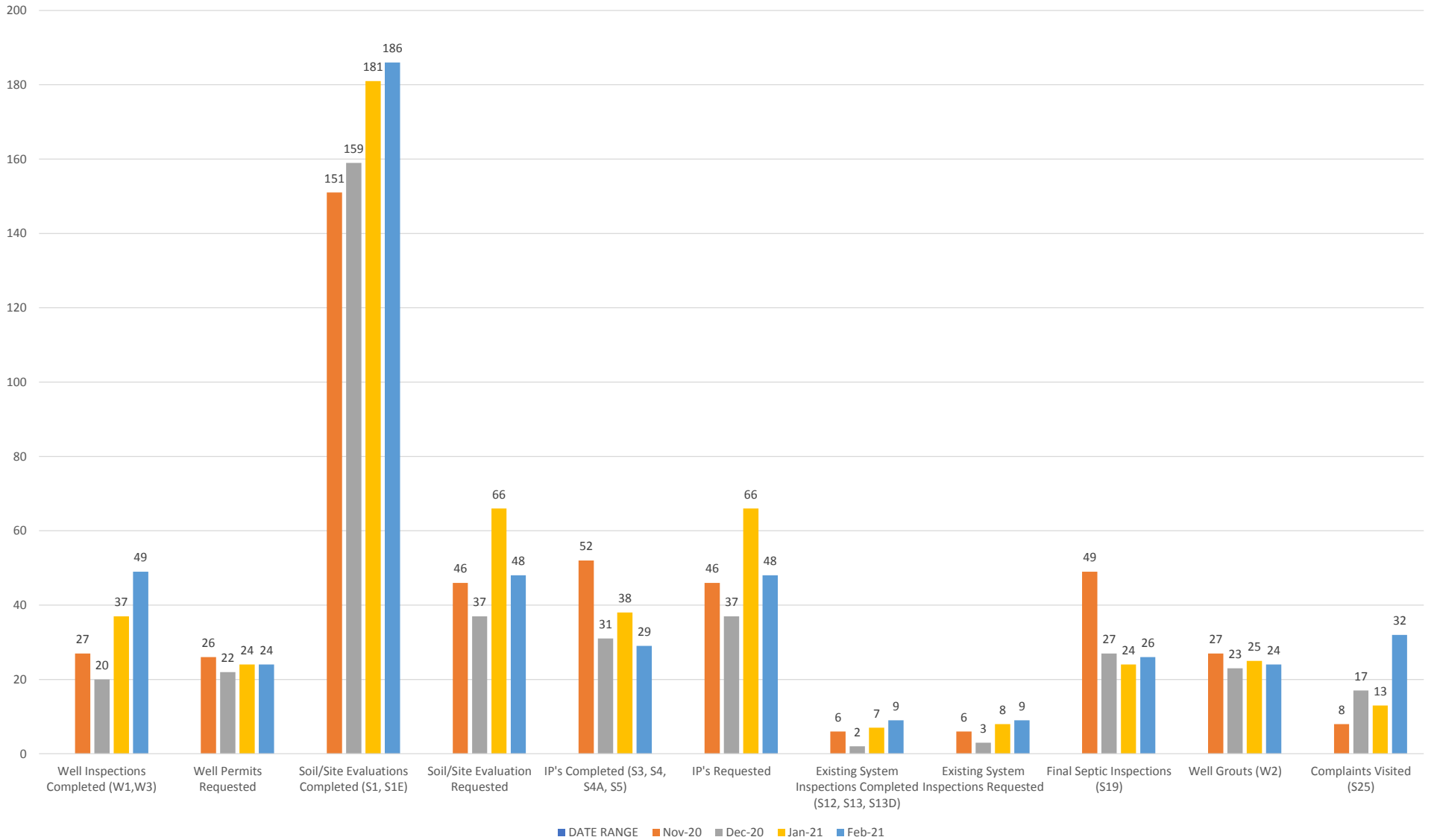
Description	Upload Date	Type
ENHS - Bi-weekly Report	3/19/2021	Backup Material

ONSITE WASTEWATER REPORT												
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	186	48	29	48	9	9	26	24	32	4 weeks 4 days
Total	133	96	677	197	150	197	24	26	126	99	70	

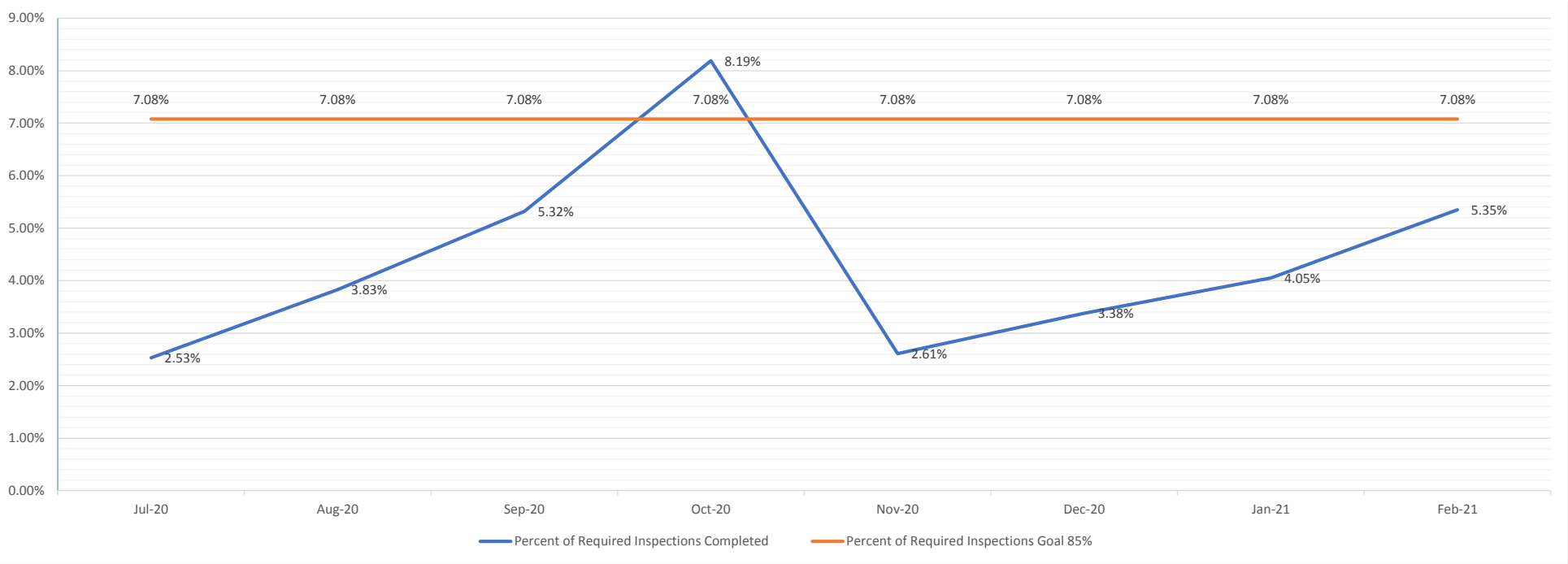
FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Total	709	541	35.26	56.64

Required Inspections: 1553
Number of Establishments: 675

Monthly Onsite Wastewater Report



Food & Lodging Inspections Percent Completed



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: 3/19/2021
SUBJECT: Purchase Requisition for Renewal of Microsoft Licenses

Please see attached purchase requisition request from Information Technology for the renewal of Countywide Microsoft Licenses with SHI International.

Please approve a purchase requisition for the renewal of Countywide Microsoft Licenses with SHI International.

ATTACHMENTS:

Description	Upload Date	Type
Purchase Requisition for Renewal of Microsoft Licenses	3/19/2021	Cover Memo



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. 012304410
 Invoice date 9/30/2020
 Customer number 1007170
 Sales order S48857310

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

OSS portion: \$108,700

33018-383-561089-100

Bill To
 NC - ROWAN COUNTY
 130 W INNES ST ATTN: A/P
 SALISBURY, NC 28144
 USA

Ship To
 NC ROWAN COUNTY
 130 WEST INNES ST
 STE 310
 Salisbury, NC 28144
 USA
 19000347/Randy Cress

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
9/30/2020	Richard Treadway NC Local Gov	19000347	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
29155903 7R7-00002 ESD Microsoft Select	O365E1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	776	776	58.97	45,760.72
30759202 AAA-12417 ESD Microsoft Select	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	776	776	14.84	11,515.84
22205026 021-08258 ESD Microsoft Corporation	OfficeStd ALNG SA MVL Pltfrm Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	776	776	63.06	48,934.56



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire R# 121000248
 ACH R# 021200025
 Account#2000037641964
 SWIFT Code: WFBUS6S
 For W-9 Form, www.shi.com/W9

Invoice date 9/30/2020
 Customer number 1007170
 Sales order S48857310

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

NC - ROWAN COUNTY
 130 W INNES ST ATTN: A/P
 SALISBURY, NC 28144
 USA

Ship To

NC ROWAN COUNTY
 130 WEST INNES ST
 STE 310
 Salisbury, NC 28144
 USA
 19000347/Randy Cress

20240366 269-12436 ESD Microsoft Select	OfficeProPlus ALNG SASU MVL fromOfficeStd Pltfrm Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	776	776	40.13	31,140.88
18344354 269-12442 ESD Microsoft Corporation	OfficeProPlus ALNG SA MVL Pltfrm Windows - Multiple Windows Platform English ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	1	1	85.99	85.99
30759376 KV3-00353 ESD Microsoft Select	WINENT ALNG SA MVL Pltfrm Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	777	777	38.49	29,906.73



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. **012304410**
 Invoice date 9/30/2020
 Customer number 1007170
 Sales order S48857310

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

NC - ROWAN COUNTY
 130 W INNES ST ATTN: A/P
 SALISBURY, NC 28144
 USA

Ship To

NC ROWAN COUNTY
 130 WEST INNES ST
 STE 310
 Salisbury, NC 28144
 USA
 19000347/Randy Cress

20977689
 395-02504
 ESD
 Microsoft Select

ExchgSvrEnt ALNG SA MVL
 Windows - Multiple Windows Platform All
 Languages ESD Software
 Contract number: 208C
 Agreement No.: 01E73421
 Agreement Name: State of North Carolina,
 Statewide IT Procurement
 Enrollment No.: 75187133
 Enrollment Name: Rowan County
 Country of Usage: USA
 Maintenance From date: 10/1/2020
 Maintenance To date: 9/30/2021

2	2	651.10	1,302.20
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21021466
 H04-00268
 ESD
 Microsoft Select

Office SharePoint Server All Lng Software
 Assurance Volume L
 Windows - Multiple Windows Platform All
 Languages ESD Software
 Contract number: 208C
 Agreement No.: 01E73421
 Agreement Name: State of North Carolina,
 Statewide IT Procurement
 Enrollment No.: 75187133
 Enrollment Name: Rowan County
 Country of Usage: USA
 Maintenance From date: 10/1/2020
 Maintenance To date: 9/30/2021

1	1	1,092.55	1,092.55
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25384224
 7NQ-00292
 ESD
 Microsoft Select

SQLSvrStdCore ALNG SA MVL 2Lic CoreLic
 Windows - Multiple Windows Platform All
 Languages ESD Software
 Contract number: 208C
 Agreement No.: 01E73421
 Agreement Name: State of North Carolina,
 Statewide IT Procurement
 Enrollment No.: 75187133
 Enrollment Name: Rowan County
 Country of Usage: USA
 Maintenance From date: 10/1/2020
 Maintenance To date: 9/30/2021

10	10	576.58	5,765.80
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Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. 512304410
 Invoice date 9/30/2020
 Customer number 1007170
 Sales order S48857310

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

NC - ROWAN COUNTY
 130 W INNES ST ATTN: A/P
 SALISBURY, NC 28144
 USA

Ship To

NC ROWAN COUNTY
 130 WEST INNES ST
 STE 310
 Salisbury, NC 28144
 USA
 19000347/Randy Cress

21690672 77D-00111 ESD Microsoft Select	VSPProSubMSDN ALNG SA MVL Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	2	2	302.21	604.42
20977817 6VC-01253 ESD Microsoft Select	Win Rmt Dsktp Svcs CAL All Lng Software Assurance Microsoft Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	768	768	16.38	12,579.84
32835915 9EA-00278 ESD Microsoft Select	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: 208C Agreement No.: 01E73421 Agreement Name: State of North Carolina, Statewide IT Procurement Enrollment No.: 75187133 Enrollment Name: Rowan County Country of Usage: USA Maintenance From date: 10/1/2020 Maintenance To date: 9/30/2021	160	160	124.49	19,918.40

Quote: 15831050



Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBUS6S
For W-9 Form, www.shi.com/W9

Invoice No. 012304410
Invoice date 9/30/2020
Customer number 1007170
Sales order S48857310

Finance charge of 1.5% per month will be charged on
past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI
Sales team.

Bill To

NC - ROWAN COUNTY
130 W INNES ST ATTN: A/P
SALISBURY, NC 28144
USA

Ship To

NC ROWAN COUNTY
130 WEST INNES ST
STE 310
Salisbury, NC 28144
USA
19000347/Randy Cress

Sales Balance	208,607.93
Freight	0.00
Recycling Fee	0.00
Sales Tax	14,602.56
Total	223,210.49
Currency	USD



Program Signature Form

MBA/MBSA number

Agreement number

01E73487

002-shancock-s-467

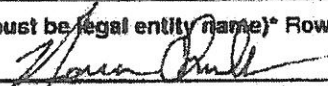
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

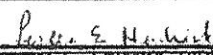
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	W25 (NEW)

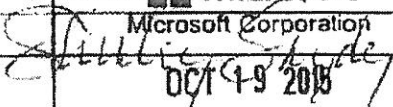
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Rowan County
Signature*	
Printed First and Last Name*	AARON CHURCH
Printed Title	COUNTY MANAGER
Signature Date*	10-19-15
Tax ID	

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

 FINANCE DIRECTOR

* indicates required field

Microsoft Affiliate	
Signature	
Printed First and Last Name	Shirley Snyder
Printed Title	Microsoft Corporation
Signature Date	10/19/2015
(date Microsoft Affiliate countersigns)	
Agreement Effective Date	10/01/15
(may be different than Microsoft's signature date)	

Microsoft Corporation
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

85654091

Previous Enrollment number
(Reseller to complete)

5855970

Framework ID
(If applicable)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal Option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Rowan County

Contact name* First Randy Last Cress

Contact email address* randy.cress@rowancountync.gov

Street address* 130 W. Innes Street

City* Salisbury

State/Province* NC

Postal code* 28144-4345-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 704.216.8114

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Randy Last Cress
Contact email address* randy.cress@rowancountync.gov
Street address* 130 W. Innes Street
City* Salisbury
State/Province* NC
Postal code* 28144-4345 -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 704.216.8114

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Randy Last Cress
Contact email address* randy.cress@rowancountync.gov
Phone* 704.216.8114

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 90248-4506
Country* United States
Contact name* Select Administrator
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Rowan County

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s) and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/Affiliate Registration Description	Enrollment/Agreement/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	5855970	X	X

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* Rowan County
Contact name*: First Randy Last Cress
Contact email* randy.cress@rowancountync.gov
Street address* 130 W. Innes Street
City* Salisbury State* NC Postal code* 28144-4345
Country* United States
Phone* 704.216.8114 Fax 704.216.8126

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* Rowan County
Contact name*: First Randy Last Cress
Contact email* randy.cress@rowancountync.gov
Street address* 130 W. Innes Street
City* Salisbury State* NC Postal code* 28144-4345

Country*: United States

Phone* 704.216.8114 **Fax** 704.216.8126

7. *Notices contact and online administrator information:*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of Entity* Rowan County

Contact name*: First Randy Last Cress

Contact email* randy.cress@rowancountync.gov

Street address* 130 W. Innes Street

City* Salisbury **State*** NC **Postal code*** 28144-4345

Country*: United States

Phone* 704.216.8114 **Fax** 704.216.8126

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



Enterprise Enrollment Product Selection Form – Office Standard (New/Renewal) Amendment - State and Local Amendment ID W25

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

85654091

002-shancock-s-467

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The following Amendment replaces the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form.

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products**

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise	765	765	Yes	Not Applicable
			Choose One	Choose One

☐ **Enterprise Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products	Enterprise Quantity	
Office Professional Plus		
Office Pro Plus		
Office Pro Plus for Office 365		
Office Standard	765	
Office 365 Plans		
Office 365 (Plan E1)		
Office 365 (Plan E1) Add On		
Office 365 (Plan E3)		
Office 365 (Plan E3) Add On		
Office 365 (Plan E4)		
Office 365 (Plan E4) Add On		

Products	Enterprise Quantity	
Client Access License (CAL).		
Choose Core CAL or Enterprise CAL:	Core CAL	<Choose One>
Core CAL or Enterprise CAL	765	
Bridge for Office 365		
Bridge for Microsoft Intune		
Bridge for Office 365 and Microsoft Intune		
Windows Desktop		
Windows Desktop Upgrade	765	
Windows VDA		
Windows SA per User USL		
Windows VDA per User USL		
Windows SA per User Add On		
Microsoft Intune		
Microsoft Intune		
Other Enterprise Products and Enterprise Online Services		
Microsoft Desktop Optimization Pack (MDOP)		
Enterprise Mobility Services (EMS) Add On		
Enterprise Mobility Services (EMS) USL		
Enterprise Cloud Add On USL		
Enterprise Cloud USL		

If selecting Windows Desktop or Microsoft Intune option, Enrolled Affiliate acknowledges the following:

- The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Microsoft Intune licenses are run.
- In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E1) Add On
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E3) Add On
☐ Office 365 (Plan E4)
☐ Office 365 (Plan E4) Add On
☒ Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐ Microsoft Intune

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product

or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. **Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).**

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office Standard + Office 365 (Plans E3/E4) + Enterprise Cloud USL	Client Access License + Office 365 (Plans E1/E3/E4) + Enterprise Cloud USL	Client Access License + Microsoft Intune + EMS USL + Enterprise Cloud USL	Windows Desktop Upgrade + Windows VDA + Windows SA per User USL + Windows VDA per User USL + Enterprise Cloud USL
Quantity	765	765	765	765

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	D

Quantity of Licenses and Software Assurance	Price Level
250 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.
4. MDOP requires purchase of Windows SA, Windows VDA, Windows SA per User Full USL, or Windows VDA per User Full USL.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: 3/19/2021
SUBJECT: Church of God Children's Home Contract - Foster Care Services

Please see attached.

Please approve the attached contract between Church of God Children's Home and the Department of Social Services for Foster Care Services.

ATTACHMENTS:

Description	Upload Date	Type
Church of God Children's Home Contract - Foster Care Services	3/19/2021	Cover Memo



Douglas A. Smith
DSS Board Chair

Micah M. Ennis
DSS Director

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

Contractor Cover Sheet and Checklist

DATE: 3-2-2021

TO: Carla Whaley/Rowan County DSS

RE: CHURCH OF GOD CHILDREN'S HOME OF NC, INC.
(Contractor/Your Agency Name)

Please find the following documents in triplicate

☐ THREE ORIGINAL SIGNED SETS

☐ Contract-General

☐ Attachment A-General Terms and Conditions

☐ Attachment B-Scope of Work

☐ Attachment C-Federal Certifications

☐ Attachment D-Conflict of Interest

☐ Attachment E-No Overdue Tax Debts (on Contractor Letterhead)

☐ Attachment J-Transportation

☐ Attachment K-501(c)3

☐ Attachment M-State Certification

☐ Attachment N-Non-Discrimination, Clean Air, Clean Water

Civil Rights Compliance attachments are for your use and do not have to be returned. There are posters to display in your organization and forms to keep on hand for Civil Rights complaints. Please see the DHHS Title VI Language Access Policy as well and keep on file.

If you have not already sent them, make sure you send ONE copy each of your:

☐ Certificate of Liability Insurance (one copy)

☐ W-9 Form

☐ Tax Exempt Letter

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

Phone: 704.216.8330

Fax: 704.638.3041

Children's Services 704.216.8440

Contract #

Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the **Rowan** County Department of Social Services (the "County") and The Church of God Children's Home of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0599234 and DUNS Number (required if funding from a federal funding source). 095-468-450

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) If applicable, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) If applicable, IRS federal tax exempt letter or 501 (c)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 1/1/2021 and shall terminate on 6/30/2021, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 160,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$160,000.00.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Micah M. Ennis, Director County Rowan Mailing Address 1813 East Innes Street City, State, Zip Salisbury NC 28146 Telephone 704.216.8422 Fax 704.638.3041 Email Micah.Ennis@rowancountync.gov	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children's Home of North Carolina, Inc. Mailing Address 3485 Orphanage Circle City State Zip Concord, NC 28027 Telephone 704-788-1164 Fax 704-788-3722 Email director@cogch.org	Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children's Home of North Carolina, Inc. Street Address 3485 Orphanage Circle City State Zip Concord, NC 28027

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature

3-2-2021

Date

Printed Name

KENNETH HUDSON

EXECUTIVE DIRECTOR

Title

COUNTY

Signature

(must be legally authorized to sign contracts for County DSS)

3/5/2021

Date

Printed Name

micah Ennis

Director

Title

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

Signature of County Finance Officer

Date

The Church of God Children's Home of North Carolina, Inc.
GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0599234

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Church of God Children's Home of North Carolina, Inc.

2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level I

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$475	\$581	\$634
Residential Treatment (Level 2)			
Child Placing Agency	\$1,433	\$1,564	\$1,638
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete *Quality Standards Tool* and provide to the County annually. (see attached)
3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - l. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

The Church of God Children's Home of North Carolina, Inc.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.


(Signature of County Authorized Person)

3/5/2021
(Date Submitted)


(Signature of Contractor)

3-2-2021
(Date Submitted)

The Church of God Children's Home of North Carolina, Inc.
FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
OR
☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

EXECUTIVE DIRECTOR
Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 3485 Orphanage Circle

City, State, Zip Code Concord, NC 28027

Street _____

City, State, Zip Code _____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

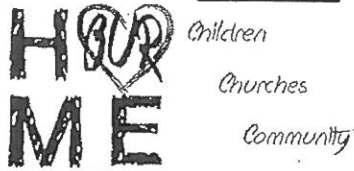
Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number (if applicable) _____		
8. Federal Action Number (if known)			9. Award Amount (if known) \$		
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>			b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ actual planned			13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):					
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		



Church of God Children's Home of North Carolina

CONFLICT OF INTEREST

SECTION 1. PURPOSE:

Church of God Children's Home of NC, Inc. is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of Church of God Children's Home of NC, Inc. as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between Church of God Children's Home of NC, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of Church of God Children's Home of NC, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of Church of God Children's Home of NC, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with Church of God Children's Home of NC, Inc. or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of Church of God Children's Home of NC, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning Church of God Children's Home of NC, Inc.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to Church of God Children's Home of NC, Inc.

Board approval

2. Persons and firms from whom Church of God Children's Home of NC, Inc. leases property and equipment.
3. Persons and firms with whom Church of God Children's Home of NC, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting Church of God Children's Home of NC, Inc.
6. Agencies, organizations, and associations which affect the operations of Church of God Children's Home of NC, Inc.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with Church of God Children's Home of NC, Inc.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with Church of God Children's Home of NC, Inc.
3. Receiving remuneration for services with respect to individual transactions involving Church of God Children's Home of NC, Inc.
4. Using Church of God Children's Home of NC, Inc.'s time, personnel, equipment, supplies, or good will for other than Church of God Children's Home of NC, Inc. approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with Church of God Children's Home of NC, Inc. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of Church of God Children's Home of NC, Inc.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The board (or a duly constituted committee thereof), has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the board (or a duly constituted committee thereof). Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the board (or a duly constituted committee thereof).

The board (or a duly constituted committee thereof) shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to Church of God Children's Home of NC, Inc. The decision of the board (or a duly constituted committee thereof) on these matters will rest in their sole discretion, and their concern must be the welfare of Church of God Children's Home of NC, Inc. and the advancement of its purpose.

DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

- a) your spouse, child, mother, father, brother or sister;
- b) any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities;
and
- c) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

KENNETH HUDSON

2. CAPACITY:

☐ board of directors
☐ executive committee
☒ officer
☐ committee member
☐ staff (position):

3. Have you or any of your affiliated persons provided services or property to Church of God Children's Home of NC, Inc. in the past year?

☐ YES ☒ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

4. Have you or any of your affiliated persons purchased services or property from Church of God Children's Home of NC, Inc. in the past year?

☐ YES ☒ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which Church of God Children's Home of NC, Inc. was or is a party?

____ YES ☒ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Were you or any of your affiliated persons indebted to pay money to Church of God Children's Home of NC, Inc. at any time in the past year (other than travel advances or the like)?

____ YES ☒ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from Church of God Children's Home of NC, Inc. or as a result of your relationship with Church of God Children's Home of NC, Inc., that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to Church of God Children's Home of NC, Inc.?

____ YES ☒ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving Church of God Children's Home of NC, Inc.?

____ YES X NO

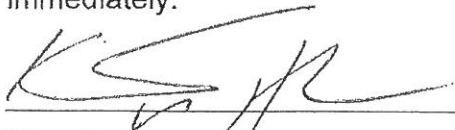
If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by Church of God Children's Home of NC, Inc.'s board or a duly constituted committee thereof in accordance with the terms and intent of Church of God Children's Home of NC, Inc.'s conflict of interest policy?

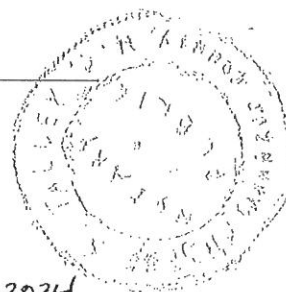
____ YES X NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HERBY CONFIRM that I have read and understand Church of God Children's Home of NC, Inc.'s Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify designated officer or director immediately.


Signature

6/16/2020
Date



Sworn to and subscribed before me on this day June 16, 2020.



My commission expires: 12-30-2024

Notary Public
02/02/2009 Board approval

GIFT POLICY

As part of its Conflict of Interest Policy, Church of God Children's Home of NC, Inc. requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with Church of God Children's Home of NC, Inc. or are a competitor of it. This policy and disclosure form are intended to implement that prohibition on gifts.

Section 1.

"Responsible Person" is any person serving as an officer, employee or a member of the board of directors of Church of God Children's Home of NC, Inc.

Section 2.

"Family Member" is a spouse, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3.

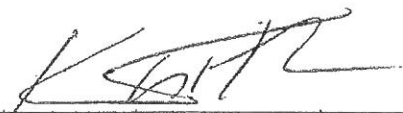
"Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to Church of God Children's Home of NC, Inc. is not a "contract" or "transaction."

Section 4.

Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

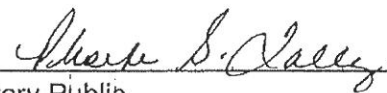
1. Does or seeks to do business with Church of God Children's Home of NC, Inc. or,
2. Does or seeks to compete with Church of God Children's Home of NC, Inc. or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with Church of God Children's Home of NC, Inc.

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.


Signature

6/16/2020
Date

Sworn to and subscribed before me on this day June 16, 2020.


Notary Public

My commission expires: 12-30-2024



**Attachment E – Overdue Tax Letter****OVERDUE TAXES**

March 2, 2021

To: Rowan County

Certification:

I certify that the Church of God Children's Home of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State or local level. I further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Kenneth Hudson, being duly sworn, says that I am Executive Director of the Church of God Children's Home of NC, Inc. in Concord, NC; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)My commission expires: 12-30-2024

G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature

Title

CHURCH OF GOD CHILDREN'S HOME OF NC, INC.
Agency/Organization

3-2-2021
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: CHURCH OF GOD CHILDREN'S HOME OF NC, INC.

Contractor's
Authorized Agent: Signature  Date 3-2-2021

Printed Name KENNETH HUDSON Title EXECUTIVE DIRECTOR

Witness: Signature Phoebe Allen Date 3-2-2021
Printed Name PHOEBE ALLEN Title SECRETARY / TREASURER

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature

EXECUTIVE DIRECTOR
Title

CHURCH OF GOD CHILDREN'S HOME OF NC, INC.
Agency/Organization

3-2-2021
Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2020

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

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

PRODUCER JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265		CONTACT NAME: Pamela McDowell PHONE (A/C, No, Ext): (336) 889-8282 FAX (A/C, No): (336) 889-2338 E-MAIL ADDRESS: pam@jonesandpeacock.com	
INSURED Church Of God Children's Home of NC 3485 Orphanage Circle Concord NC 28027		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Company INSURER B: Carolina Mutual Insurance Inc INSURER C: Hiscox Insurance Company Inc INSURER D: INSURER E: INSURER F:	
		NAIC # 14090	

COVERAGES **CERTIFICATE NUMBER:** CL2081102886 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2165605	08/02/2020	08/02/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 Abuse \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			PHPK2165605	08/02/2020	08/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			PHUB733602	08/02/2020	08/02/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A		WC20222-2020	08/02/2020	08/02/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Liability			MPL457622420	09/14/2020	09/14/2021	1,000,000

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

CERTIFICATE HOLDER

Rowan County 1813 E. Innes St. Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pam McDowell

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Church of God Children's Home of NC, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **Non-profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3485 Orphanage Circle

6 City, state, and ZIP code
Concord, NC 28027

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

5	6	-	0	5	9	9	2	3	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Phoebe Chiles

Date ► 12/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CINCINNATI OH 45999-0038

In reply refer to: 0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013265
BODC: TE


CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027

010337

Employer ID number: 56-0599234
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Nov. 14, 2018, about your tax-exempt status.

We issued you a determination letter in September, 1946, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013266

CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027

local time, Monday through Friday (Alaska and Hawaii follow Pacific
time).

Thank you for your cooperation.

Sincerely yours,

Debbie Kennamer

Debbie Kennamer, Operations Manager
Accounts Management Operations 4

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

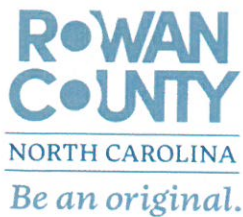
FROM: Finance Department
DATE: 3/19/2021
SUBJECT: Acceptance of Bid for Water Tank Installation on CAT 730 Articulated Truck

Please see attached.

Please consider accepting the bid from National Equipment Dealers to provide and install a 6000-gallon water tank onto a CAT 730 Articulated Truck.

ATTACHMENTS:

Description	Upload Date	Type
Acceptance of Bid for Water Tank Installation on CAT 730 Articulated Truck	3/19/2021	Cover Memo



ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

MEMORANDUM

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

FROM: James M. Howden, Finance Director
David Sifford, Purchasing Agent

RE: Acceptance of Bid for Water Tank Installation

DATE: March 19, 2021

After due advertisement, bids to install a water tank onto a CAT 730 Articulated Truck at the Rowan County Landfill were received and opened by David Sifford, Purchasing Agent and Caleb Sinclair, Environmental Management Director.

Bids were received from three contractors: National Equipment Dealers, Hydroforce and Carolina CAT. The bid amounts were \$82,905, \$97,511 and \$99,850, respectively.

The three bids are attached and the complete bid packages are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of the Environmental Management Department and the Finance Department that a contract be awarded to National Equipment Dealers to provide and install a 6000-gallon water tank onto a CAT 730 Articulated Truck for the Rowan County Landfill at a cost not to exceed \$82,905. The cost is within the approved fiscal year 2021 budget.



Rowan County
Mr David Sifford - Purchasing Agent
130 West Innes St
Salisbury, NC 28144

Quotation / Order
March 3, 2021

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Advantage 6000 HYD Water Tank - Mounted

- New Advantage 6000 Gal Hydraulic Tank for CAT 730 Chassis
- (2) Front Bumper Mounted Hydraulic Spray Heads - L and R
- (2) Mid Mounted Hydraulic Spray Heads
- (2) Rear Mounted Hydraulic Spray Heads
- Self Loading System w/Electric Priming Pump
- (2) 10 Ft Sections of Loading Hose
- Visual Lighted Sight Gauge Mounted in Cab w/Low Water Running Light
- Access Ladder to Top of Tank w/Folding Bottom Section
- Backup Camera with Monitor Mounted in Cab
- Anti Freeze Drain Package
- (4) LED Work Lights - 1 at Each Corner of Tank
- (2) LED Tail Lights on Rear of Tank
- Electric Over Hydraulic Valves
- 4 x 3 Water Pump Mounted on Rear of Tank - Hydr
- 1 1/2" Electric Hose Reel with 50 Ft of Hoze and Nozzle
- Elkhart Brass Nitro Electric Cannon - Cab Control Joysticl
- Epoxy Coated Tank
- 3" Ground Fill Pipe w/Air Gap for Easy Groud Filling
- Painting Chassis Included!
- All Tank Functions Controlled from Cab
- Warranty: 24 Months from the date the unit first placed in service for any defects in materials and workmanship.
All Components of the water tank (Pump, Spray Heads, Cannon, Hose Reel, etc is 6 Months Replacement Warranty

Tank is Constructed with 1/4" Thick Shell Walls, 3/8" End Walls, 1/2" Base Plate with A36 Steel
1/4" Baffle System for Water Flow Control, 24" Manhole, 3" Stiffener Pipe Welded to each Baffle
All Welds are Pulse Welded INSIDE AND OUTSIDE for Strength

Tank Construction and Components: \$ 76,900.00
Labor, Supplies, and Setup: \$ 4,305.00
Freight: \$ 1,700.00

Total Bid Price: \$ 82,905.00

As equipped above. FOB: Woodleaf, NC
Sales Tax: Rowan County

Price and payments do not include applicable sales, use or property taxes.



WATER TRUCK INSTALL --- CAT 730

1. Cost:

SPECIFICATIONS

- 6000 Gallon Water Tank
- Remote Water Cannon with joystick control. Tank Mounted
- One Hose Reel with 50' x 1-1/2" hose and nozzle. Electric
- Two Street Flushing shoes mounted on left and right side front bumper
- Self-loading system including air priming system. Two 10' sections of hose. (Exceeds Spec)
- Two Street Flushing shoes mounted on left and right side Mid Ship
- Sight Gauge
- Work light package
- Access ladder to top of tank with folding lower section
- Low water (alarm) anti-freeze drain package
- Includes all switches, gauges, piping, surge baffling, etc. for the correct functions of tank/truck mounted equipment
- One Dust Control head top/rear of tank
- Tank to be coated with epoxy coating to prevent rust
- Back up camera with monitor screen
- Tank to be painted a Maximum of two colors

HydroForce Total Bid Price

\$97,510.79

***PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES**

Carolina

CAROLINA CAT
P.O. BOX 1095
CHARLOTTE, NC 28201-1095
WWW.CAROLINACAT.COM

Paul Carpenter
Territory Manager
Charlotte

QUOTATION/SALES ORDER

SOLD TO: Rowan County Finance Dept. Enviromental
Attn: David Sifford, Purchasing
130 West Innes St Suite 110-120
Salsibury NC 28144
CONTACT:

SHIP TO:

CONTACT: 704-216-8174

SALESMAN	ACCOUNT NUMBER	ORDER NUMBER	CUSTOMER P.O. NUMBER
P Carpenter	688925		
DATE	FOB	SHIP VIA	WHEN
3/1/2021	Charlotte	CAT	

RFP - Water Tank Install - CAT 730**Curry 6000 gal. Tank Specification:**

\$98,050

Remote Water Cannon with Joystick tank mounted control
One Electric Hose Reel 50'X1 1/4" or 2" Hose and nozzle
Front bumper mounted spray bar w. two street flusing shoes L/R side
Self-Loading system including electric priming System. (2) 10' sections of hose
(2) street flushing shoes , mounted top of tank on right and left
Sight gage
Work Light Package
Access ladder to top of tank with folding lower section
Low Water Alarm anti-freeze drain pkg
All switches, gauges, piping and surge baffling required for tank/truck to operate
(2) Rear mounted Dust control heads.
Tank to be coated inside with epoxy coating to prevent rust
Back up camera with Monitor

Time Frame

Installaton time is 7 weeks from receipt of purchase order.

		TOTALS	\$0.00	\$98,050.00
TERMS: Payment due upon receipt of invoice.			Total List	\$98,050.00
			Freight	1,800.00
			Subtotal	\$99,850.00
WARRANTY: See attached				
INSURANCE:				
CSA:		Mecklenburg	Tax	7,239.13
TRADE-IN: MAKE:			Subtotal	\$107,089.13
MODEL:				0.00
S/N:			Grand Total	\$107,089.13
SUBMITTED BY: Brian Hoffman		ACCEPTED BY:		

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: March 24, 2021
SUBJECT: Schedule Public Hearing for April 19, 2021: Z 02-21 Northpoint Development

BACKGROUND

Northpoint Development has submitted a rezoning petition for Rowan County Tax Parcel 409-022 located in the 400 block of Webb Rd. The 44.85 acre parcel is currently owned by Sharon Fesperman and Willis Myers and is zoned 85-ED-2; the request seeks a change to Commercial, Business, Industrial (CBI).

The Planning Board conducted a Courtesy Hearing at its March 22, 2021 meeting and unanimously recommended approval of the request. Its adopted Statement of Consistency is included for reference in this packet as an attachment.

RECOMMENDATION

Schedule a Public Hearing for the Z 02-21 request at the April 19, 2021 Commission meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/25/2021	Cover Memo
Z.02.21 Application	3/25/2021	Backup Material
Statement of Consistency	3/24/2021	Backup Material
GIS Map	3/25/2021	Exhibit



Z 02-21 Staff Report

OWNERS: Sharon Fesperman and Willis Myers
ACQUIRED: August 12, 2016 [Deed Book 1275 Page 150] via mother's estate;
Myers Family owned since at least May 1979
APPLICANT: Northpoint Development
REQUEST: General Rezoning (Map Amendment) from 85-ED-2 to CBI

PROPERTY INFORMATION		VALUATIONS
Address:	400 block of Webb Rd	
Tax Parcel:	409-022	
Acreage:	44.85 acres per deed / 40.85 calculated acreage	\$605,274
Existing Improvements:	1537 sq ft single-family dwelling	\$80,464
	1800 sq ft barn	\$8,100
	Shed	\$300
	Total Appraised Value:	\$694,138
Present Use Value System: (aka "Farm Use")	Property has 27.85 acres in open land and	
	16 acres undeveloped acres as agricultural use	-\$555,534
	Taxable Total:	\$138,604

PROPERTY CHARACTERISTICS

Frontage: 2,137 feet along Webb Rd (SR# 1500) and 726 feet along NC Railroad Corridor (RR)

Topography: Generally flat but gently slopes from west (rail corridor) to east toward Town Creek

Soils: North-south band of Cecil sandy clay loam (CeB2) adjoining RR; similar orientations of soil types from west to east include: Mecklenburg loam (MbB); Sedgfield fine sandy loam (SeB); and Wahee loam (WaA) adjoining Town Creek floodplain

Soil Traits: All are well suited for agricultural activities, but as transition from CeB2 to MbB occurs the suitability for urban development (septic and roads) begins to worsen due to low permeability and soil strength

Wetlands: Preliminary determination by the US Army Corps of Engineers suggest the presence of three (3) areas comprising a total of .25 acres of wetlands subject to Section 404 of the Clean Water Act for permitting. Mitigation or stormwater management is a likely requirement for development approval.

Floodplain: Approximately .424 acres (18,469 sq ft) are within the Town Creek Special Flood Hazard Area

Infrastructure: Municipal water line (24") and a natural gas line (4") are located along the western side of US 29; service to the site will need routing under 29 and the railroad corridor. Municipal sewer (18") line is east of the site paralleling Town Creek and is available for extension

ZONING ANALYSIS

Current Zone:	85-ED-2. Distribution and wholesaling operations differentiate it from 85-ED-1
Requested:	CBI (Commercial, Business, Industrial). Allows for a wide range of commercial, business and light to medium industrial activities to support local and regional economies. Appropriate designations are located in commercial corridors and areas served by public utilities.
Plan Conformity	Property is located in the I-85 and US 29 Corridor of the East Rowan Land Use Plan Recommendations are for commercial and industrial uses and mixed use developments. Heavy impact uses that utilize the rail corridor, utility infrastructure and transportation network are encouraged provided the use does not compromise existing land uses in the area. Light manufacturing, distribution and motor sports industries may be appropriate.
Purpose & Intent	Northpoint intends to develop the property with a speculative building project that due to its scale and layout may not be able to utilize the full extent of the property if located in the 85-ED-2 district. While similar to the ED district designations, the CBI district will afford more potential uses / tenants and not have some of the performance standards or uses limited by the conditional use process, i.e. tenants may readily occupy the building when completed.
Compatibility Of Uses	Primary difference between 85-ED-2 and CBI in terms of uses, relates to the number of uses allowed. 85-ED-2 is more selective in the number of uses allowed in Manufacturing group; Transportation, Communication, Utilities group; and all other uses are considered thru the conditional use process which include: Construction group; Manufacturing group; Transportation group; Wholesale Trade group and Services group. In contrast, CBI allows all these uses "by right" with addition of Finance group; Retail Trade group and Public Administration group. However, uses deemed to be "Heavy Impact" are not allowed by right in CBI as most are conditional uses in the Industrial (IND) district only.
Vicinity Conditions	<u>South side of Webb Rd:</u> Essroc Cement Corp and Universal Forest Products are Industrial districts; Cornerstone Church is CBI and the residential uses / vacant tracts toward I-85 are zoned Rural Residential (RR) <u>West side of property:</u> NC Railroad corridor and all properties westward are CBI <u>East side of property:</u> Vacant tract owned by AH Inc. primarily w/in Town Creek Special Flood Hazard Area is zoned CBI <u>North side of property:</u> 360 acre tract owned by Seven Island Environmental, often referred to as the Platinum Property is zoned 85-ED-2. With exception of a 15 acre solar facility the property is undeveloped but is viewed as one of the prime economic development sites in the County due to existing infrastructure, interstate visibility and I-85 access at Webb and Peeler Roads.
Zoning History	Initial adoption of countywide zoning in 1998 designated the subject property and surrounding areas as CBI. The Z 15-00 project studied the northern and central I-85 sections for economic development potential and created the 85-ED designations;

resulting in this area being rezoned 85-ED-2 sometime thereafter. Cornerstone Church was rezoned from RR to CBI in case Z 08-07 and the AH Inc tracts to the east were zoned from RA to CBI in the Z 08-16 case.

POTENTIAL IMPACTS

Traffic 2019 Average Annual Daily Traffic (AADT) from NCDOT indicates 7300 vehicles on Webb Rd at a point before the railroad, which is an increase from 2018 (7200 AADT) and as the trend represents increases from 2012 (4000 AADT); 2014 (4200 AADT); 2016 (5500 AADT). For reference the 2019 AADT on I-85 north of Webb Rd interchange was 93,000 and south of the interchange was 89,000.

Existing capacity for this segment of Webb Rd is 12,200 AADT but the current AADT exceeds anticipated 2040 traffic of 5700. Current AADT has Webb Rd function at sixty percent (60%) capacity. Aside from the typical commercial driveway permit(s) for project access, NCDOT has requested a more formalized analysis from Northpoint to gauge anticipated traffic impacts and determine what improvements may be necessary.

Utilities Salisbury-Rowan Utilities (SRU) has proximate water and sewer infrastructure in the area that can serve the site. Northpoint will coordinate with SRU to extend services for the project.

Environment Development of the site will require a soil erosion and sedimentation control plan submitted to the Planning & Development Dept and compliance with Phase 2 stormwater management administered by NCDEQ. Based on limited SFHA on property it's unlikely this will prevent or hinder the project. Site development may also be subject to Section 404 permitting for disturbance of any identified wetlands.

AZO Although the site is within the conical and approach surfaces of the MidCarolina Regional Airport the structure height(s) should not be affected by this requirement. However, if the ZTA 02-19 Solar Facility text is adopted, no roof mounted solar panels would be allowed.

PLANNING BOARD ACTION

The Planning Board unanimously approved this Z 02-21 request at its March 22, 2021 meeting. It has also provided its Statement of Consistency for consideration by the Commission.

COMMISSION ACTION

The Commission will also need to adopt a Statement of Consistency prior to rendering a decision on Z 02-21. Should the Commission opt to approve the request, the Planning Board recommendation may be used as a guide.



Rowan County Department of
Planning & Development
402 N. Main Street Suite 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z 02-21
Date Filed 2-24-21
Received By MEM
Amount Paid ✓

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Sharon Fesperman & Willis Myers

Signature: Sharon Fesperman & Willis Myers

Phone: (704) 633-0139 Email: sharonfesperman@yahoo.com

Address: 4280 Jack Brown Road, Salisbury, NC 28147

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Northpoint Development - Michael Johnston

Signature: _____

Phone: (614) 546-9850 Email: mjohnston@northpointkc.com

Address: 4805 Montgomery Rd, Suite 310, Cincinnati, OH 45212

PROPERTY DETAILS:

Tax Parcel(s): 409-022 Size (sq.ft. or acres): 44.85

Property Location: 410 Webb Road

Current Land Use: Residential

Date Acquired: 08/20/16 Deed Reference: Book 1275 Page 150

REQUEST DETAILS:

Existing Zoning District 85-ED-2 Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☒

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Sharon Fesperman and Willis Myers, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Sharon Fesperman Willis Myers

Date: _____

Name of Applicant / Agent: Northpoint Development - Michael Johnston

Address: 4805 Montgomery Rd, Suite 310, Cincinnati, OH 45212

Phone Number: 614.546.9850

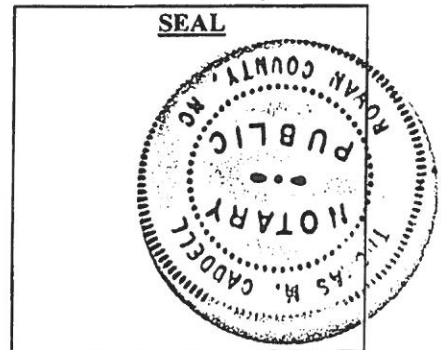
IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina COUNTY OF Rowan

I, Thomas M. Coddell, a Notary Public for said County and State, do hereby certify that Sharon Fesperman + Willis Myers personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires _____, 20 ____.

Thomas M. Coddell



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: M.E.M. 2. Planning Board
Courtesy Hearing: 3/22/21 3. Notifications Mailed: 3/12/21 4. Property Posted:
3/12/21 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners
Public Hearing: / / 7. Notifications Mailed: / / 8. Property Posted:
/ / 9. Dates Advertised: 1st / / 2nd / / 10. BOC Action: Approved
_____ Denied _____ 11. Date Applicant Notified: / /

Statement of Consistency

The Z 02-21 general rezoning from 85-ED-2 to CBI is based on the following facts:

- Current zoning [and use] of the [surrounding] land is being used for commercial, industrial and mixed use already;
- [The request] is consistent with the East Rowan Land Use Plan's I-85 and US 29 corridor [recommendations]
- CBI is consistent and complimentary to other uses in the area and the parcel is adjacent to existing CBI districts.



Z 02-21: Northpoint

LEGEND

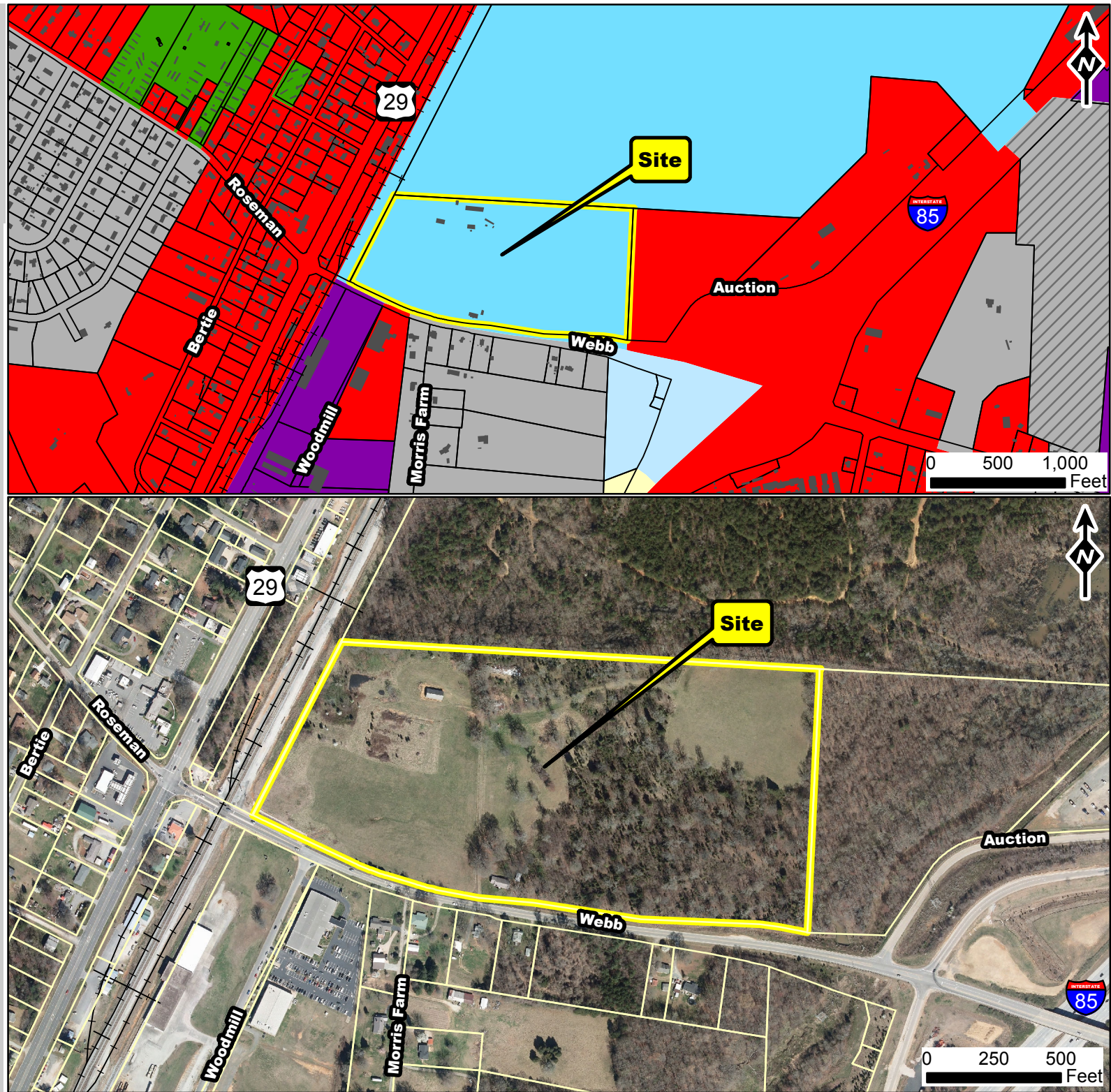
Zoning

-  RA
-  RR
-  MHP
-  AO
-  CBI
-  IND
-  85-ED-1
-  85-ED-2

-  Site
-  Parcels
-  Roads
-  Rail
-  Buildings

Feb. / Mar. 18 Aerial

Prepared by RC Planning Dept.: March 12, 2021



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC
DATE: March 24, 2021
SUBJECT: Request to Ratify Incentives for EDC 'Project Popcorn'

On February 1st, the Board of Commissioners held a public hearing and approved incentives for 'Project Popcorn.' The company behind 'Project Popcorn' is a manufacturer that is considering Rowan County for a new facility. If our community were chosen, the company proposes to create 1,200 jobs over the next three years and invest approximately \$125.7 million in new construction and equipment.

As part of a law recently enacted by the North Carolina General Assembly authorizing public bodies to conduct public hearings during remote meetings and take action based on those hearings, it is required that written comments be received for up to 24 hours after the public hearing.

No additional written comments from the public were received during the 24-hour period after the public hearing. The Rowan EDC requests that the Board of Commissioners ratify the incentives for 'Project Popcorn' that were approved at the February 1st meeting. The approved incentives were:

- A 10-year incentive grant for Project Popcorn (85% over the 1st five years & 50% over the final five years)
- A \$500,000 Equipment Grant utilizing the County's Economic Development Funds
- Waiver of the 24-hour, expedited permitting fee for Project Popcorn (\$2,500)

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

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: Chris Sloop, Director, Soil and Water Conservation District
DATE: March 25, 2021
SUBJECT: MOU With United States Department of Agriculture, NC Department of Agriculture and Consumer Services, Rowan Soil and Water Conservation District and Rowan County

I would like to request adding the Memorandum of Understanding Between the USDA NRCS and NCDA&CS- Division of S&W Conservation and Rowan SWCD and Rowan County to the next Commission agenda in order to be approved and signed.

This MOU agreement has been in place for many years, and is supposed to be renewed every five years. However, the current MOU has been in place for eight or more years due to NRCS delays.

The Rowan Soil and Water Conservation Board of Supervisors reviewed this document two years ago when presented to them by NRCS, and made small changes to the document in the interest of Rowan SWCD and Rowan County. Overall, the scope and conditions of the MOU have changed very little since the last renewal.

We appreciate your consideration in this matter.

The Rowan SWCD Board would recommend adoption of the MOU by Rowan County Commissioners and signature by the County Manager.

ATTACHMENTS:

Description	Upload Date	Type
MOU	3/25/2021	Cover Memo

MEMORANDUM OF UNDERSTANDING

**Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
And the
NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES – DIVISION OF SOIL AND WATER
CONSERVATION
And the
ROWAN SOIL AND WATER CONSERVATION DISTRICT
And
ROWAN COUNTY, NORTH CAROLINA**

**For their Cooperation In the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Rowan Soil and Water Conservation District (SWCD), and Rowan County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Rowan Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall may utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further to agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Local Working Groups: Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible for:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group a.
- (iii) Set the agenda i
- (iv) Conduct the local working group meetings .

It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
 - Provided the opportunity to comment before decisions are rendered.
 - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

TECHNICAL ADEQUACY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or

“checked out” based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together. Rowan District Board requests NRCS personnel presence in the Rowan Field office for a minimum of three days per work week.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that Chris Sloop, Rowan Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.
- d) The management of county employees is the responsibility of the Rowan District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:

- 1) Technical supervision
 - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
 - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the District Board of Supervisors regarding the following in accordance with county government policy:
- 1) Recruitment and hiring of district employees.
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
 - 3) Leave coordination and approval.
 - 4) Certification of Time and Attendance Reports.
 - 5) Determination and approval of training requiring expenditure of district funds.
 - 6) For counties with cost shared positions through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS	Technical
Name:	Randy Blackwood
Title:	Supervisory Soil Conservationist
Address:	847 Curry Dr, Asheboro, NC 27205
Phone No.	336-629-4449 x 3
Fax No.	N/A
E-Mail:	Randy.blackwood@nc.usda.gov

NRCS	Administrative
Name:	Lee Holcomb
Title:	ASTC for Field Operations
Address:	530 West Innes St, Salisbury, NC 28144
Phone No.	704-637-2400
Fax No.	N/A
E-Mail:	Lee.holcomb@usda.gov

SWCD	Technical
Name:	
Title:	
Address:	
Phone No.	
Fax No.	
E-Mail:	

SWCD	Technical
Name:	Click here to enter text.
Title:	Click here to enter text.
Address:	Click here to enter text.
Phone No.	Click here to enter text.
Fax No.	Click here to enter text.
E-Mail:	Click here to enter text.

SWCD	Administrative
Name:	
Title:	
Address:	
Phone No.	
Fax No.	
E-Mail:	

RECORDS

1.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law

depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

FEE FOR SERVICES

From time to time, the Rowan Soil and Water Conservation District may:

- Sell material (i.e. native species plants)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement upon request. The District will also provide a copy of their Long Range Plan upon request.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the

district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

REVIEW/ MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND
WATER CONSERVATION

By: _____
State Conservationist

By: _____
Director

Date: _____

Date: _____

ROWAN SOIL AND WATER
CONSERVATION DISTRICT

ROWAN COUNTY

By: Brian M. Miller
Chairperson

By: _____
County Manager

Date: 3/25/2021

Date: _____

The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)
River Basin Study Reports
Natural Heritage Inventory of Onslow County
Rowan County GIS NRCS Toolkit
Rowan SWCD Long Range Plane
Soil Survey of Rowan Maps)
County Inventory and Flood Insurance Rate
Historical Aerial Photos

NC Agriculture Cost Share Program (NCACSP)
Environmental Quality Incentives Program (EQIP)
Forest Land Enhancement Program (FLEP)
Wildlife Habitat Incentives Program (WHIP)

Maps (USGS Topographical, National Wetland

Grassland Reserve Program (GRP)

PROGRAMS

Federally Initiated Programs

Conservation Technical Assistance (CTA)
National Cooperative Soil Survey (NCSS)
Small Watershed Program (PL-566)
River basin Surveys & Investigations (RB-09)
Resource Conservation & Development (RC&D)
Emergency Watershed Program (EWP)
Environmental Quality Incentives Program (EQIP)
Agricultural Conservation Easement Program
Conservation Stewardship Program (CSP)
Agricultural Conservation Easement Program (ACEP)
Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)
Wetland Reserve Program (WRP)
Wildlife Habitat Incentives Program (WHIP)
Conservation Reserve Program (CRP/CREP)
Emergency Conservation Program (ECP)
NC Partners for Wildlife
Farmland Protection
319 Funds
Grassland Reserve Program (GRP)

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) -
DSWC
Erosion and Sedimentation Control – Urban Areas
Site Plan Reviews – Non-Ag. Developments
Confined Animal Permits – NCDENR
Farmland Protection
NC – Wetland Restoration Program (NC-WRP)
NC Agriculture Water Resource Assistance Program
(AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)
Clean Water Management Trust Fund (CWMTF)
Wildlife Biology Technical Assistance – NCWRC
Wildlife Restoration Committee
State non-discharge rules (0.100, 0.2H200 & 0.2T)
Forest Development Plan – (FDP) – NCFS
North Carolina Environmental Education Plan
North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
Site Plan Reviews – Non-Ag. Developments
Awards and Recognition Program

Open Spaces Institute Advisory Board
Erosion & Sedimentation Control – Urban Areas
Environmental Education

MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, County Web.)
- Private & Public Schools
- Church Newsletters
- Local Broadcasting (TV, Radio, Cable)

- Regional Chamber of Commerce
- Community College
- 4-H Groups
- Social Media (Facebook)

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:

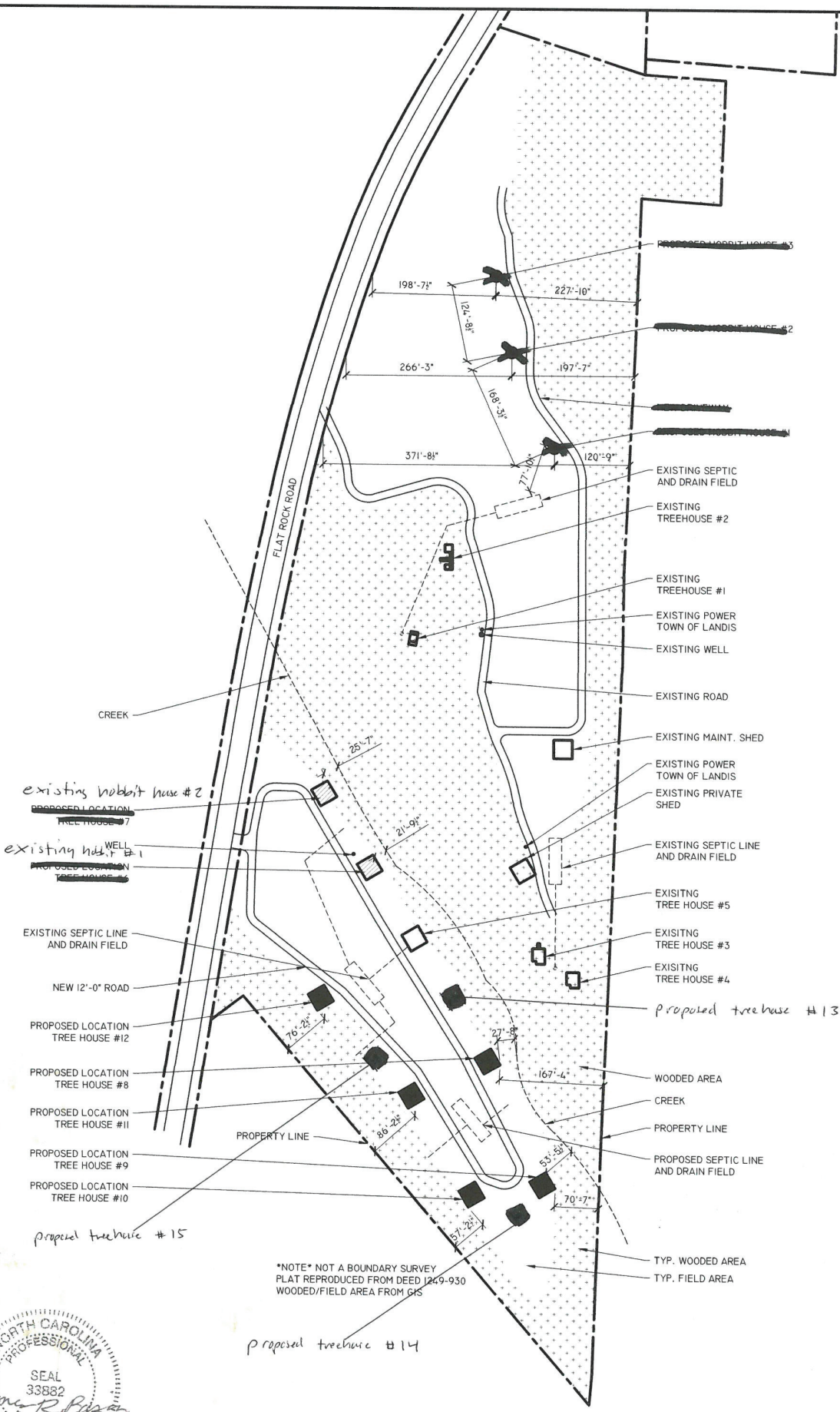
FROM: Shane Stewart, Assistant Planning Director
DATE: March 26, 2021
SUBJECT: Schedule Quasi-judicial Hearing for CUP 08-16 (Amendment #2): Cherry Treesort, for April 19, 2021

Trent Cherry is requesting an amendment to his conditional use permit for the "Cherry Treesort" site located on Cherry Farm Circle extending east off the 1800 Block of Flat Rock Road (tax parcel 120-140) to accommodate eight (8) additional treehouses. In accordance with the Zoning Ordinance, treehouses and similar structures used for rental purposes, are considered "cabins" and subject to a conditional use permit in the Rural Agricultural (RA) zoning district. Mr. Cherry's conditional use permit request in 2020 was approved but permitted three (3) of the requested ten (10) additional treehouses / "hobbit houses".

Schedule quasi-judicial hearing for April 19, 2021.

ATTACHMENTS:

Description	Upload Date	Type
Site Plan	3/26/2021	Exhibit
Application	3/26/2021	Exhibit



02.11.2020

Basinger
Design Co.
engineering | design | consulting

PROJECT NO.
20005
DATE
11 FEB 2020
DRAWN BY
JRB

TITLE/PROJECT INFO:
**CHERRY TREESORT
FLAT ROCK RD.
CHINA GROVE, NC 28023**

DRAWING NAME:
**PROPOSED SITE PLAN
PARCEL 120-140
SCALE: 1" = 150'-0"**

SHEET NO.
1



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 # CUP 08-16
Date Filed 3.16.21
Received By MEM
Amount Paid \$200 CK
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Trent Cherry
Signature: Trent Cherry
Phone: 704-467-5496 Email: trentcherry@hotmail.com
Address: 250 woodland dr., China Grove, NC 28023

APPLICANT / AGENT INFORMATION:

Name: _____
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel: 120-140 Zoning District: RA
Date Acquired: 2015 Deed Reference: Book 1249 Page 930
Property Location: 1920 Flat rock rd., China Grove, NC 28023
Size (sq. ft. or acres): 26.1 Street Frontage: 1700 +
Current Land Use: cabins / agriculture

Surrounding Land Use: North Agriculture
South duplexes
East Presidential
West Agriculture

PURPOSE & SECTION:

State purpose of conditional use permit:

Expand Cherry Treesort

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (7B)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

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: MEM 2. Board of Commissioners
Public Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted:
___/___/___ 5. BOC Action: Approved ___ Denied ___ 6. Date Applicant Notified:
___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: March 26, 2021
SUBJECT: Schedule Public Hearing for April 19, 2021: HOME Program Funding Increase

BACKGROUND

The Commission conducted the required program public hearing at its March 15, 2021 meeting prior to adopting its FY 2021-22 HOME Funding Action Plan. The anticipated allocation to the County was anticipated to be \$178,200 (similar to FY 2020-21) but a member jurisdiction opted not to participate this year resulting in a funding increase to all jurisdictions.

The anticipated funding for FY 2021-22 increased to \$209,969 which is a greater than a ten percent (10%) change, requiring the County to conduct another public hearing on the proposed funding increase and intended services to be provided by the program.

RECOMMENDATION

Staff recommends the scope of the program continue to focus on owner occupied rehabilitation as the need for this service to the community is evident based on inquiries.

Schedule Public Hearing for April 19, 2021 Commission meeting.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: March 30, 2021
SUBJECT: Request for Qualifications for Airport Consultant

ATTACHMENTS:

Description

Memorandum

Upload Date

3/30/2021

Type

Cover Memo



TO: Rowan County Board of Commissioners
FROM: Aaron Church, County Manager
CC: Valerie Steele, Director of Mid-Carolina Airport
Randy Baker, Chairman of Mid-Carolina Airport Advisory Board
SUBJECT: Request for Qualifications for Airport Consultant
DATE: March 29, 2021

The purpose of this memorandum is to request that the Board of Commissioners authorize the County Manager to issue a Request for Qualifications for an Airport Consultant.

The scope of work for the consultant will be to do a comprehensive analysis of safety, general aviation operations, and governance of the Mid-Carolina Regional Airport.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Micah Ennis, Director, Department of Social Services
DATE: March 29, 2021
SUBJECT: Proclamation for Child Abuse Prevention Month and Presentation By Community Child Protection Team

- Approve the Proclamation for Child Abuse Prevention Month, and
- Receive and accept the report from the Child Protection Fatality Team.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	3/29/2021	Cover Memo
CCPT Annual Report	3/30/2021	Cover Memo

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



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



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

Proclamation for Child Abuse Prevention 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 102,718 children were reported abused and/or neglected by their parents or caretakers in North Carolina in Fiscal Year 2019; *and*

WHEREAS, 52 children were victims of homicide due to abuse or neglect by their parent or caretaker in North Carolina during the year 2018; *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, does hereby proclaim **April 2021** 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.

This the 5th day of April, 2021.

Gregory C. Edds, Chairman
Rowan County Commission

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

**Rowan County Community Child Protection Team
Annual Report
2020**

I. Authority

Community Child Protection Teams (CCPT) were established as a way for state and local communities to form partnerships that strengthen child protection efforts. The teams were established in response to Executive Order 142 in May 1991. CCPT duties and responsibilities were adopted as North Carolina Administrative Code 411.0400. The original purpose and composition of the teams were further formalized and expanded by G.S.7B.1408, effective July 1, 1993.

II. Responsibilities and Purpose

Federal and State laws require that a citizen review panel be established to review certain cases receiving child welfare services. In North Carolina, the CCPT has been designated as the citizen review panel. The CCPT is an interdisciplinary group of community representatives who meet regularly to review child welfare cases. Case reviews are conducted to:

- Identify gaps and deficiencies in the community child protection system which impact the incidence of abuse, neglect, dependency, or child fatalities;
- Increase public awareness about conditions that have an impact on child protection within the community;
- Advocate for system changes by promoting collaboration among agencies in the creation or improvement of resources for children;
- Assist the DSS in the protection of children living in the family whose case is being reviewed;
- Inform the Board of Commissioners about actions needed to address gaps and deficiencies in services.

III. Members

Membership is mandated by law and includes but is not limited to the following:

- Community Representatives
- County Department of Social Services Director
- County Board of Social Services Member
- County Health Department Director
- Health Care Provider
- Local Community Action Agency Executive Director
- School Superintendent
- Attorney for the District Attorney's Office
- Guardian ad Litem Representative
- Law Enforcement Officer
- Mental Health Professional
- Parent Consumer

IV. Local Operational Procedures

A. Members and Attendees of the Rowan County CCPT/CFPT

- Tressy McLean-Hickey, Cardinal Innovations Healthcare MCO and CCPT Chair effective 3/16/21
- Cynthia Dry, Rowan DSS Child Welfare Attorney and CCPT Chair from 7/11/17-3/16/21
- Yuvongala Howell, Novant Health Rowan Medical Center
- Jeff Morris, Community Representative
- Micah Ennis, Rowan County DSS Director
- Lisa Berger, Rowan County DSS Children's Services Program Administrator
- Dee Dee Wright, Rowan County DSS Board
- Nina Oliver, Rowan County Health Department Director (until February 2021)
- Renee Bradshaw, Family Crisis Council
- Beth McKeithan, Terrie Hess House Child Advocacy Center Director (until January 2021)
- Brandy Cook, District Attorney
- Lissa Pence, Guardian ad Litem (until February 2021)
- Kevin Auten, Rowan County Sheriff
- Tiffany Clark, NCDPS/DJJ
- Amy Brown, Smart Start
- Carol Ann Houpe, Rowan-Salisbury School System
- Amy Wagoner, Rowan County DSS
- Lennie Cooper, Emergency Medical Services
- Charlie Brown, Chief District Court Judge
- Bethany Perez, Rowan County Health Department
- Mandy Blake, Prevent Child Abuse Rowan, Medical Provider

B. Meetings

The CCPT merged with the Child Fatality Prevention Team (CFPT) in 2015. The purpose was to streamline work as both teams had overlap in membership. By merging the two teams, a broader scope of addressing mutual concerns of both groups could be encompassed while reducing the number of meetings that members were required to attend. The frequency of meetings changed from quarterly to every other month.

In 2020, CCPT/CFPT meetings were held on a designated Tuesday of every odd month except March and May (4 meetings total), at 12:30 p.m. The first meeting of the year, on January 21, 2020 was held live in the Stanback Room of the Rowan Public Library, 201 West Fisher Street, Salisbury, NC. The meetings in March and May 2020 were cancelled because of COVID-19. Meetings thereafter, on July 21, 2020, September 15, 2020, and November 17, 2020 were held virtually via ZOOM.

C. Review of Cases

Cases reviewed by the CCPT/CFPT are based on local need and include children deemed to be at higher risk of injury or death as a result of child abuse, neglect, or dependency and child fatalities occurring in the calendar year. Any team member may bring a case for review.

Guidance for selecting cases for review includes:

- Substantiated cases of abuse, including sexual abuse;
- Cases of neglect, especially when referral is made by a medical provider;
- Cases in which DSS has substantiated two reports within a specific period, regardless of the type of report or referral source;
- Other cases where there are indications that a child has been impacted by a deficiency in community services or resources;
- Cases where there has been a child fatality.

Total Number of Cases Reviewed	Fatalities	Active Child Welfare Cases			Other Cases
18	16	2			0
For non-fatality cases give the number of cases reviewed in each category from January 1 through December 31, 2020		Abuse	Neglect	Dependency	Other
		0	2	0	0

D. Outcome of Reviews / Recommendations

CCPT/CFPT reviewed a total of 16 fatality cases in 2020.

- prenatal issues/perinatal conditions (10)
- unique health conditions/illness (e.g. genetic disorders) (2)
- accidental drowning (1), motor vehicle accident (1), dog attack (1), accidental suffocation/strangulation in bed (1).

The needs identified through these case reviews included family planning to include healthy pregnancy spacing, early prenatal care, smoking cessation for expecting parents, and grief counseling and support group identification for parents who lose children. The needs identified through these case reviews included recognition of addictions, timely and effective substance

use treatment services, mental health services, preventative parenting education (including dangers of cigarette smoking, opioid use and consumption of alcohol during pregnancy) and needed regular and early prenatal care.

Additional community concerns identified by the team during case reviews included the need for psychological evaluations for parents who exhibit cognitive delays during assessments by DSS, the possibility of review by DSS of the parent's EC or therapeutic records so as to better serve the parent, and adequate resources to refer the parent to services such as occupational therapy, life coaching, ARC services, and parenting education.

The team recommends the following to community agencies and policy makers through the submission of the fatality reports to the Department of Health and Human Services:

- Enhanced community training on the dangers of smoking during pregnancy and in the presence of children
- A process for specific referrals for family planning and pregnancy spacing

E. Actions taken by CCPT/CFPT

The Rowan County Department of Social Services, Cardinal Innovations, the Department of Juvenile Justice, and other Rowan County representatives partnered regarding a problematic case with a youth in need of specialized sexual offender treatment.

F. Identified areas of potential training for the community and/or team

- Pregnancy planning and spacing
- Opioid crisis and Federal Response
- Human Trafficking
- Motor vehicle safety
- Operations and effectiveness of Methadone and Suboxone clinics
- Operations of the Medical Examiner's Office
- Prematurity and perinatal issues
- Child death scene investigations
- Child suicide prevention

V. Community Factors

Community factors that impact the well-being of children in Rowan County are:

- The Rowan Board of Commissioners annually proclaims April as Child Abuse Prevention Month.
- The *Rowan County Community Protocol for Child Abuse Prevention* is a living document that provides clear expectations of DSS, law enforcement, the Child Advocacy Center, the school system, the hospital, and all residents in making reports of child abuse and

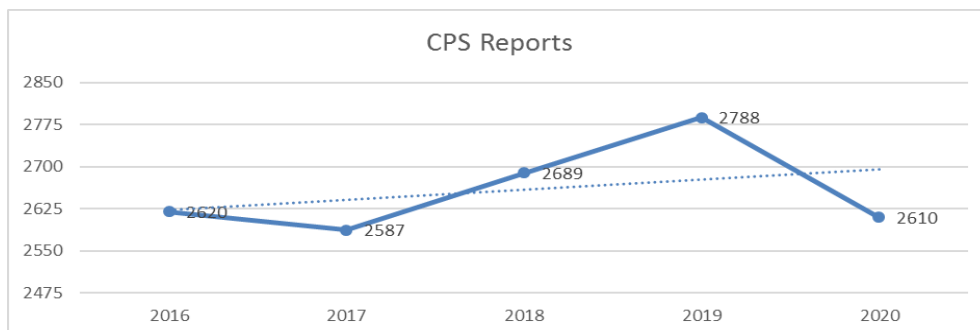
neglect. It further provides guidelines for conducting investigations of alleged child abuse and neglect and for collaboration between agencies. Roles and responsibilities of community agencies are clearly identified. The *Community Protocol* is accessible to the community through the DSS website.

- Any changes to the *Community Protocol* are referred to the CCPT/CFPT for review and approval to assure there is close adherence to procedures and to maintain the integrity and spirit of collaboration set forth by the original protocol.
- There are regular meetings among community partners in which child protection is addressed. These meetings include (1) Quarterly meetings of the Law Enforcement Protocol Committee, (2) Bi-monthly meetings of the Community Child Protection and Fatality Prevention Team, (3) Rowan County System of Care Collaborative meetings, (4) Meetings between the Department of Juvenile Justice/Delinquency Prevention and DSS, and (5) Multi-disciplinary team meetings at CAC.
- Training is provided by DSS to many organizations, the school system, hospital staff, and the general public related to recognizing and reporting abuse and neglect, accessing services that support families and children and Trauma 101.
- Prevent Child Abuse Rowan organizes community activities that bring the community's awareness to children who are abused and neglected.
- An annual Child Abuse Prevention event is held by Rowan DSS in April each year to raise awareness of child abuse prevention.

VI. Child Statistics for Rowan County

The estimated population for Rowan County in 2020 according to the United States Census Bureau was 143,048. Children make up approximately 25% of the population.

From January through December 2020, DSS received 2,610 child protective services reports and completed assessments on 1758 cases. The majority of these reports alleged neglect of the victim children. There remains ongoing concern that child abuse and neglect may have been under-reported because many children were not in school settings during COVID-19. There were fewer CPS Reports for 2020 than in the prior two years. From 2016 through 2020, CPS reporting is as follows:



For calendar year 2020, an average of 161 children per month received in-home services to address safety and risk factors while keeping the families together. There was an average of 213 children in DSS custody each month with 287 total children served throughout the year, due to neglect, abuse, or dependency. Total children served is a 6% increase over 2019 and 18% increase over 2018. At any given time, approximately 85% were placed in family-like settings and over 11% in group settings. Rowan County provided training and oversight for an average of 31 licensed foster homes on a monthly basis in the calendar year of 2020.

VII. Recommendations for the Rowan Board of Commissioners

The CCPT/CFPT requests that the Board of Commissioners:

- Provide on-going leadership efforts to prevent child abuse and neglect by urging local agency collaboration and support of the Community Protocol for Child Abuse Prevention and of the Multi-Disciplinary Team staffing at the Child Advocacy Center
- Appoint new members of the CCPT/CFPT for mandated member positions as vacancies occur and include at-large appointments to ensure that members of the community continue to be involved in the important work of protecting our children.
- Continue to issue a Proclamation declaring the month of April as Child Abuse Awareness month.
- Support recommendations from the Community Child Protection and Child Fatality Prevention. Annually, the Protocol will be reviewed and any changes to the document would be voted upon and signatures of involved agencies would be obtained.
- Encourage use of Evidence Based Practice models for agencies receiving county funding.
- Accept and approve this annual report presented in order to keep the Board informed of activities to 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: Commissioner Mike Caskey
DATE: March 31, 2021
SUBJECT: Proclamation for Public Safety Telecommunicators Week

ATTACHMENTS:

Description

Proclamation

Upload Date

3/31/2021

Type

Cover Memo

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



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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

PROCLAMATION

PUBLIC SAFETY TELECOMMUNICATORS WEEK

April 11-17, 2021

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 11-17, 2021 as "Public Safety Telecommunicators Week"*** in Rowan County and urges all citizens to acknowledge the contributions of these loyal public servants.

This the 5th day of April, 2021.

Gregory C. Edds, Chairman

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: March 25, 2021
SUBJECT: Consider Adoption: ZTA 02-19 Solar Energy Systems and Miscellaneous Text Amendments with Land Use Plan Recommendations

ZTA 02-19 Text

The accompanying document, Solar Moratorium DRAFT 1.7 (FINAL Commission Version), has been updated to include the Commission's recommended changes from the March 15, 2021 public hearing. In general, these recommendations eliminated or modified the following requirements:

- Eliminated 25' internal setbacks along common property lines within the system area for both Conditional Use Permit (CUP) and Conditional District (CD) applications
- Modified text such that CD applications have approval from the NC Utilities Commission prior to making application with Rowan County
- Modified maximum system area acreage for CUP applications to twenty-five (25) from fifty (50) acres
- Modified decommissioning requirements for both CUP and CD applications to authorize the County to have cost estimates reviewed by a third party engineer of the County's selection; decommissioning surety and plan updates are required at ten (10) year anniversary and every five (5) years thereafter

The updated version of the ZTA 02-19 text amendments are depicted in the following manner:

- Planning Board recommendations: ***Bold italicized text*** are proposed amendments and deletions are strikethrough text
- Commission recommendations: ***Bold italicized underlined text*** are proposed amendments; double strikethrough text are deletions

For reference, the NC Template Solar Model Ordinance's "Example Decommissioning Plan" is included as an attachment.

Land Use Plan Recommendations

The accompanying land use plan recommendations would be applicable to the East, West and I-85 South Corridor Land Use Plans. Commission recommended amendments to policies are depicted as ***bold italicized underlined text***.

STAFF RECOMMENDATION

- Discuss proposed amendments
- Adopt Statement of Consistency
- Vote on ZTA 02-19 Text and Land Use Plan Recommendations, or refer back to Planning Board for further study

ATTACHMENTS:

Description	Upload Date	Type
ZTA 02-19 TEXT Amendments	3/25/2021	Ordinance
NC Template Solar Decommissioning Plan	3/26/2021	Backup Material
Land Use Plan Recommendations	3/26/2021	Backup Material
PB Statement of Consistency	3/26/2021	Backup Material

Chapter 21: ZONING ORDINANCE

Article I. In General

Sec. 21-1. Title.

Sec. 21-2. Purpose.

Sec. 21-3. Authority.

Sec. 21-4. Definitions.

Sec. 21-5. Jurisdiction.

Sec. 21-6. Bona fide farms exempt.

Sec. 21-7. Severability.

Sec. 21-8. Abrogation.

Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

Sec. 21-10. Relationship to other ordinances.

Sec. 21-11. Zoning vested rights.

Sec. 21-12. Fees.

Sec. 21-13. Enforcement.

Sec. 21-14. Violations and penalties.

Sec. 21-15. Effective date.

Sec. 21-16. Adoption.

Secs. 21-17--21-30. Reserved.

Article II. General and Overlay Districts

Sec. 21-31. Zoning districts established.

Sec. 21-32. General zoning districts defined; purpose and intent.

Sec. 21-33. Overlay districts.

Sec. 21-34. Economic development districts established for I-85.

Secs. 21-35--21-50. Reserved.

Article III. Site Plans, Special Requirements, Rural Home Occupations, Conditional Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.

Sec. 21-51. Purpose.

Sec. 21-52. Site plan required.

Sec. 21-53. Permitted uses with special requirements.

Sec. 21-54. Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District.

Sec. 21-55. General criteria for uses listed as SR in article III.

Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.

Sec. 21-57. Review and approval of conditional uses.

Sec. 21-58. Review procedures.

Sec. 21-59. Evaluation criteria.

Sec. 21-60. Conditional use requirements for specific uses.

Sec. 21-61. Conditional zoning districts.

Sec. 21-62. Effect of approval for conditional zoning districts.

Sec. 21-63. Application re-submittal for conditional use permits and conditional zoning districts.

Sec. 21-64. ~~Reserved.~~ **Conditional District Standards for Specific Uses**

Sec. 21-65. General criteria for uses listed as SR in the NB District in section 21-113.

Secs. 21-66--21-80. Reserved.

Article IV. Dimensional Criteria

Sec. 21-81. Dimensional requirements; general.

Sec. 21-82. Measurement of setback or building line.

Sec. 21-83. Rear yard triangular lot.

Sec. 21-84. Table of dimensional requirements.

Secs. 21-85--21-110. Reserved.

Article V. Permitted and Conditional Uses

Sec. 21-111. Generally.

Sec. 21-112. Relation to Standard Industrial Classification (SIC) Manual, 1987; executive office of the president, office of management and budget.

Sec. 21-113. Table of uses.

Secs. 21-114--21-130. Reserved.

Article VI. Nonconforming Situations

Sec. 21-131. Purpose and intent.

Sec. 21-132. General provisions.

Sec. 21-133. Continuation of nonconforming use of land.

Sec. 21-134. Conditions for continuance for a change in nonconforming situation.

1 recorded in the office of the register of deeds before the adoption of this chapter, or a lot
2 described by metes and bounds, the description of which has been so recorded before the
3 adoption of this chapter.

4 *Extraterritorial jurisdiction (ETJ)* means that portion of a city or town planning jurisdiction that
5 lies outside the corporate limits of the city or town within which municipal land use regulations
6 apply.

7 *Fall zone* means an area in which a wireless support structure or broadcast tower may be
8 expected to fall in the event of a structural failure, as measured by engineering standards.

9 *Family care home* means an adult care home with support and supervisory personnel that
10 provides room and board, personal care and habilitation services in a family environment for not
11 more than six (6) resident handicapped persons.

12 *Family child care home* means any child care program or child care arrangement wherein any
13 person provides child care on a regular basis at least once per week for more than four (4)
14 hours per day for five (5) or fewer preschool-age children and / or three (3) or fewer school-age
15 children under thirteen (13) years of age, wherever operated, and whether or not operated for
16 profit as defined by G.S. 110-86. The provider's own preschool-age children are included in the
17 capacity totals but their school-age children are not. The four-hour limit applies regardless of
18 the time of day and regardless of whether the same or different children attend. Cooperative
19 arrangements among parents to provide care for their own children as a convenience rather
20 than for employment are not included.

21 *Family, Immediate* means an individual's grandparents, step-grandparents, parents, step-
22 parents, sibling (full, half, or step), children, step-children, grandchildren, and step-
23 grandchildren, whether natural or legal.

24 *Farm, bona fide* means the production and activities relating or incidental to the production of
25 crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other
26 forms of agriculture as defined in G.S. 106-581.1 subject to G.S. 153A-340 (b).

27 *Fence* means any artificially constructed barrier erected to enclose or screen areas of land
28 used as a boundary or means of protection or confinement.

29
30 ***Financial surety – means a form of financial guarantee issued to and held by Rowan***
31 ***County, NC to ensure completion of a project or specified aspect of such. This***
32 ***guarantee may be in the form of a performance bond issued by a bonding company***
33 ***authorized to conduct business in North Carolina; or a letter of credit issued by a***
34 ***financial institution licensed to conduct business in North Carolina; or cash that may be***
35 ***held in escrow.***

36 *Firearm* means a weapon, including pistols, rifles, and shotguns, capable of firing a projectile
37 using an explosive charge as a propellant.

38 *Firing line* means a line parallel to a target from which firearms or arrows are discharged.

39 *Frontage* means the side(s) of a lot abutting a legally accessible public or private street rights-
40 of-way.

41 G.S. refers to the North Carolina General Statutes.

42 *Garage.* See term "automobile repair facility."

43 *Go kart* means a miniature open wheeled four-wheeled racing vehicle having a maximum

attention to a particular establishment. These may include, but are not limited to, entrance, exit and parking signs.

Sign, on-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered on the premises which the sign is located.

Sign, off-premises means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a site other than the premises on which the sign is located.

Single-family dwelling means a detached dwelling unit constructed on-site (site built) or in modules or sections joined together on-site (modular) in compliance with the North Carolina State Building Code and designed for or occupied by one family.

Slow response means a measuring technique to obtain an average value when measuring a noise level that fluctuates over a range of four (4) dB or more. By way of illustration only, a sound level meter set on "slow response" would record a sound level between two (2) and six (6) decibels less than the reading for a steadying signal of the same frequency and amplitude when a tone of one thousand (1,000) Hz and for a duration of 0.5 seconds is applied.

Solar Collector means a device that absorbs solar radiant energy for use as a source of energy. The surface area is identified as all portions that absorb solar energy excluding frames, supports, and mounting hardware.

Solar Energy means radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System means any ~~solar collector device or structural design feature of a building, except solar shingles, along with its ancillary equipment whose primary purpose is to provide for the collection, inversion, storage, and distribution of solar energy for space heating or cooling, water heating, or generation of electricity~~ **component(s) and subsystem(s) designed or required to collect, store or convert solar energy into electric or thermal energy for use or sale. This term includes, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems and solar hot water systems, but** This definition is not intended to include incidental systems that generate a minimal level of electricity typically used to power signs, wells, gates, fences, or similar ancillary uses. **A solar energy system is classified as one of the following types:**

Residential - Ground mounted system having a solar collector area of six thousand (6,000) square feet or less primarily used to provide or off-set power to a residence on site

Non-Residential - Ground mounted system that will provide or off-set power to the non-residential operation(s) on site

Roof Mounted – A system mounted on the roof or wall of a residence, business or accessory structure(s)

Utility Scale – A solar energy system that is typically tied to the electric grid to generate power for sale or off-site use and does not qualify as a Residential, Non-Residential or Roof Mounted system defined herein.

Solid Waste and Recycling Convenience Center means a facility operated by-Rowan County for the purpose of fulfilling its solid waste and recycling service responsibilities to the public defined in NCGS 130A-309.09A. Convenience centers typically include a structure(s) for

(5) The division of a lot into plots or lots used as a cemetery.

(6) Land divided by a will or the courts for the purpose of dividing up a deceased person's property.

Subdivision, family means a subdivision of not more than three (3) lots plus the residual lot conveyed by the property owner to members of his / her immediate family as defined in this ordinance.

Subdivision, major means a major subdivision and defined as a subdivision where:

(1) New roads are proposed or rights-of-way are dedicated; or

(2) More than eight (8) lots are created after the subdivision is completed.

Subdivision, minor means a minor subdivision and defined as a subdivision where:

(1) No new roads are proposed, or road rights-of-way dedicated; and

(2) Where eight (8) or fewer lots will result after the subdivision is completed.

Subgrade means that portion of the roadbed prepared as a foundation for the pavement structure.

Substantial modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

a. Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) or (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.

b. Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.

c. Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

System Area means all the land within the fenced perimeter of a Non-Residential or Utility Scale ground mounted solar energy system.

Temporary family health care structure means a transportable residential structure, providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person, that (i) is primarily assembled at a location other than its site of installation, (ii) is limited to one occupant who shall be the mentally or physically impaired person, (iii) has no more than 300 gross square feet, and (iv) complies with applicable provisions of the State Building Code, G.S. 143-139.1(b), and G.S. 160A-383.5.

Tower means any structure whose primary function is to support an antenna. As its use relates to supporting wireless facilities, the term 'tower' is synonymous with the term 'wireless support structure'.

Tract means a lot or parcel of land or a contiguous combination of two (2) or more parcels of

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283).

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284).

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems
6,000 sq.ft. or less (SIC 491 pt) ***subject to the size and locational restrictions***
of 21-56(6)c.

- b. The following are allowed with the issuance of a conditional use permit:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 pt).

Services group:

Racing, including track operation (SIC 7948).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems
6,000 sq.ft. or less (SIC 491 pt) ***subject to the size and locational restrictions
of 21-56(6)c.***

Service industries group:

Engineering and management services (SIC 87).

b. The following are allowed with the issuance of a conditional use permit:

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

Local and interurban passenger transit (SIC 41).

Motor freight transportation and warehousing (SIC 42).

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 pt).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50).

Wholesale trade--nondurable goods (SIC 51).

Services group:

Racing, including track operation (SIC 7948).

c. Approval of a PUD with a minimum lot size of twenty (20) acres will allow the above uses in addition to accessory and ancillary uses on up to ten (10) percent of the total acreage.

1 Ammunition, except for small arms (SIC 3483).

2 Ordnance and accessories (SIC 3489).

3 Industrial machinery and equipment (SIC 35).

4 Electrical and electronic equipment (SIC 36), except:

5 Power distribution and specialty transformers (SIC 3612).

6 Transportation equipment (SIC 37).

7 Instruments and related products (SIC 38).

8 Miscellaneous manufacturing industries (SIC 39).

9 *Transportation, communication, and utilities group:*

10 Local and interurban passenger transit (SIC 41).

11 Motor freight transportation and warehousing (SIC 42).

12 Transportation services (SIC 47).

13 ~~Non-Residential and Roof Mounted Ground Mounted Solar Energy Systems~~
14 ~~6,000 sq.ft. or less (SIC 491 pt)~~ **subject to the size and locational restrictions**
15 **of 21-56(6)c.**

16 *Service industries group:*

17 Hotels, rooming houses, camps, and other lodging places (SIC 70).

18 Personal services (SIC 72).

19 Business services (SIC 73).

20 Automotive repair, services, and parking (SIC 75).

21 Health services (SIC 80).

22 Legal services (SIC 81).

23 Educational services (SIC 82).

24 Membership organizations (SIC 86).

25 Engineering and management services (SIC 87).

26 b. Allowed accessory and ancillary uses on up to twenty (20) percent of the total
27 acreage:

28 *Transportation, communication, and utilities group:*

29 Local and interurban passenger transit (SIC 41).

30 Transportation services (SIC 47).

31 *Wholesale trade group:*

32 Wholesale trade--durable goods (SIC 50).

33 Wholesale trade--nondurable goods (SIC 51).

34 *Retail trade group:*

General merchandise stores (SIC 53).

Food stores (SIC 54).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Service industries group:

Hotels, rooming houses, camps, and other lodging places (SIC 70).

Personal services (SIC 72).

Business services (SIC 73).

c. The following are allowed with the issuance of a conditional use permit:

Transportation, communication, and utilities group:

Communications and telecommunication towers (SIC 48 pt).

(4) *85-ED-4 Retail Center*. Many areas near the interstate will draw interest from retailers. It is often appropriate or desirable to have a portion of an area zoned for larger retail development. This helps ensure availability of most retail and service needs in a location nearby and accessible to major employment and residential areas. Minimum development size is twenty (20) acres and will require approval of a PUD.

a. Allowed primary and accessory uses are:

Transportation, communication, and utilities group:

Non-Residential and Roof Mounted ~~Ground Mounted~~ Solar Energy Systems ~~6,000 sq.ft. or less~~ (SIC 491 pt) ***subject to the size and locational restrictions of 21-56(6)c.***

Retail trade group:

Building materials, hardware, garden supply, and mobile (SIC 52).

General merchandise stores (SIC 53).

Food stores (SIC 54).

Automotive dealers and gasoline service stations (SIC 55).

Apparel and accessory stores (SIC 56).

Furniture, home furnishings and equipment stores (SIC 57).

Eating and drinking places (SIC 58).

Miscellaneous retail (SIC 59).

Finance, insurance, and real estate group:

Depository institutions (SIC 60).

Nondepository credit institutions (SIC 61).

c. *Combination Use.* In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. *Change in Operation.* RHOs permitted to comply with the provisions of section 21-55(2)b shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-54 & 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 pt); ~~and Ground-mounted solar energy systems 6,000 sq ft or less (SIC 491 pt);~~ and uses listed as SR in non-residential districts.

(Ord. of 1-19-98, § IV; Amend. of 12-2-13; Amend. of 4-21-14; Amend. of 10-15-18; Amend. of 09-03-19)

Sec. 21-54. Maximum building size and setback requirements for RHOs.

Building size and setbacks size for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.

(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.

<i>Building Square Footage</i>	<i>Setback, Front (in feet)</i>	<i>Setback, Side, Side Street and Rear Yards (in feet)</i>
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be precluded from such use if all other requirements are met.

(Ord. of 1-19-98, § IV; Ord. of 6-29-99; Amend. of 11-2-09; Amend. of 4-21-14; Amend. of 09-03-19)

- 1 residentially developed property lines.
- 2 b. *Reserved.*
- 3 (5) *Additional standards applicable to specific uses listed as SR in the manufacturing group.*
- 4 a. *Saw mills and planing mills, general (SIC 2421); dimension hardwood (SIC 2426 pt);*
5 *sawmills, special product (SIC 2429 pt).*
- 6 1. *Location.* All mechanized sawing equipment must be located a minimum of five
7 hundred (500) feet from lot boundary lines. Residential lots owned by the sawmill
8 operator are exempt from this requirement.
- 9 2. *Reserved.*
- 10 b. *Winery.*
- 11 1. *Setbacks.* The facility shall meet the setback requirements of Section 21-84.
12 (Table of dimensional requirements)
- 13 2. *Screening.* The facility shall meet the screening requirements of Article IX.
14 (Screening and Buffering)
- 15 3. *Licenses and permits.* All required licenses and permits (i.e. Environmental
16 Health, ABC, etc.) shall be obtained prior to operation of the facility.
- 17 (6) *Additional standards applicable to specific uses listed as SR in the transportation,*
18 *communication, electric, gas and sanitary services group.*
- 19 a. *Trucking (SIC 421).*
- 20 1. *Minimum lot size.* The minimum lot size is three (3) acres.
- 21 2. *Buffer.* All operations shall be a minimum of fifty (50) feet from adjacent
22 residentially developed property lines.
- 23 3. *Applicability.* The provisions of this subsection shall apply to trucking businesses
24 with three (3) or more trucks.
- 25 b. *Dead storage of manufactured homes.*
- 26 1. Compliance with applicable standards of Chapter 14.5, Nuisance Ordinance.
- 27 2. Dead storage of more than one (1) manufactured home by an individual is not
28 allowed in the RA, RR, and MFR district.
- 29 3. Dead storage of more than one (1) manufactured home is allowed in the CBI and
30 IND district on property owned or leased by a licensed manufactured home dealer.
- 31 4. Dead storage of more than one (1) manufactured home is allowed in the MHP
32 district in a manufactured home park.
- 33 5. Manufactured homes shall not be kept in dead storage for more than sixty (60)
34 days in accordance with chapter 14.5 section 34 of the Nuisance Ordinance.
- 35 c. ~~Ground mounted solar~~ **Solar** energy systems 6,000 sq.ft. or less (SIC 491 pt.). For the
36 purposes of this subsection, the requirements of Sec. 21-54, 55, & 65 do not apply for
37 RA or NB zoned properties. ***These standards are intended to encourage and***
38 ***promote use of solar collectors as an alternative or supplemental energy source***
39 ***in the following formats for residential and commercial applications.***

1 **1. Residential system.** ~~Size and Setbacks.~~ Solar collectors shall ***be considered***
2 ***an accessory use and*** conform to the lesser of 6,000 sq.ft. or 10% of the lot size
3 and ~~maintain a ten (10) foot setback from all property lines~~ ***are subject to setback***
4 ***standards in Section 21-285.***

5 **2. Non-Residential system.**

6 ***i. Setbacks.*** ***The system area setbacks shall be fifty feet (50') from adjoining***
7 ***property lines and road rights-of-way. As applicable, all solar energy***
8 ***equipment, excluding solar collectors, must be located a minimum of one***
9 ***hundred feet (100') from an existing residence, church or school on an***
10 ***adjoining property.***

11 ***ii. Location.*** ***These systems shall not be located within the conical or***
12 ***horizontal surfaces associated with the Mid-Carolina Regional Airport.***

13 ***iii. Fencing.*** ***Security fencing, a minimum of six feet (6') in height, shall be***
14 ***installed at the system area perimeter.***

15 ***iv. Documentation.*** ***For those systems having a panel area greater than six***
16 ***thousand (6,000) square feet, the applicant shall provide documentation from***
17 ***a registered North Carolina Professional Engineer qualified to perform***
18 ***electrical design services substantiating the solar energy system is primarily***
19 ***designed to provide or off-set power for on-site use and does not exceed one***
20 ***megawatt (1 MW).***

21 **3. Roof Mounted system.** ***Solar collectors may not be attached to any structure***
22 ***located in the conical or horizontal surface of the Mid-Carolinas Regional***
23 ***Airport.***

24 d. Co-location of Wireless and Eligible Facilities Requests (SIC 48 part). Co-location of
25 wireless and eligible facilities requests are recognized as an efficient method for
26 providing wireless facilities and are encouraged due to their minimization of adverse
27 visual impacts and the opportunity for an expedited and effective administrative review.

28 1. Applications for co-location of wireless facilities shall include two (2) copies of a
29 site plan prepared by a registered professional engineer or a professional land
30 surveyor as provided in Section 21-52 including items in Section 21-56 (6)(e)5 and
31 Section 21-60(3)a.1.i.,.

32 2. Consideration of eligible facilities requests pursuant to this subsection shall comply
33 with all standards prescribed below, otherwise the request may be deemed a
34 substantial modification and subject to the provisions of Section 21-60 (3)(a):

35 i. Not increase the existing vertical height of the structure by the greater of (a) more
36 than ten percent (10%) or (b) the height of one additional antenna array with
37 separation from the nearest existing antenna not to exceed twenty feet (20')
38 regardless of height limitations prescribed in Section 21-60(3)b.

39 ii. Not add an appurtenance to the body of a wireless support structure that
40 protrudes horizontally from the edge of the wireless support structure the greater
41 of (a) more than 20 feet or (b) more than the width of the wireless support
42 structure at the level of the appurtenance. A statutory exception (ref. NCGS
43 153A-349.51(7a)b) to this standard allows for sheltering the antenna from
44 inclement weather or to connect the antenna to the tower via cable.

3. *Dust, odor, glare.* All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.
4. *Operation.* An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.
5. *Security restrictions.* Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.
6. *Other special conditions.* Proof of a permit issued by the state in accordance with applicable provisions of the General Statutes.
7. *LCID operations.* ***An LCID site comprising one-half (.5) acre or less is governed by Section 21-277(b)5; otherwise, LCID sites are subject to the standards of this subsection.***~~The following LCID landfill operations are not subject to the specific standards of this subsection but shall nonetheless adhere to applicable NCDEQ standards:~~
 - ~~i. Landfills with a disposal area of .50 acre or less; or~~
 - ~~ii. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.~~
- b. ~~Ground-mounted solar~~ ***Utility Scale Solar*** energy systems over 6,000 sq.ft. (SIC 491 pt.)
 1. ~~Setbacks.~~ Solar collectors shall be located a minimum of fifty (50) feet from adjoining property lines. ***The system area and equipment setbacks shall be as follows:***
 - i. ***System Area.***
 1. ***One hundred feet (100') from adjoining property lines and road rights-of-way.***
 2. ***Common property lines within the system area are not subject to setback standards.***~~Adjoining tracts of the same solar energy system may have a twenty-five foot (25') setback for panels and equipment along internal common tract lines, but where tract lines adjoin other properties or road rights-of-way the system area setback shall be 100'.~~
 - ii. ***Equipment Setbacks.*** All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school.
 2. ***AZO. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted.*** Systems proposed within the portion of the approach surface contained by the horizontal surface of the AZO shall provide an approved FAA form 7460-1.
 3. ***Size.***~~Regardless of tract size,~~ ***To preserve industrial properties for job creation, tax base and economic development opportunities, the maximum system area shall be no greater than twenty-five (25) ~~fifty (50)~~ acres.***
 4. ***Screening, Buffering and Fencing.*** To reduce visual impacts and provide separation between the system area and an existing residence, church or school on an adjoining property located within three hundred (300) feet of the

1 **system area perimeter, the applicant may propose use of option (i) or (ii)**
2 **noted below:**

- 3 **i. Standards contained in Sections 21-215(2)(b)(1) and (2) applied to the**
4 **segment(s) of the system area perimeter adjacent to the developed**
5 **parcel, or**
- 6 **ii. Demonstrate by photo simulation that use of Alternative Buffer and**
7 **Screening per Section 21-217 and, or Existing Vegetation per Section 21-**
8 **218 will achieve or exceed the standards of item (i) herein.**
- 9 **iii. Security fencing six (6) feet in height shall be provided along the entire**
10 **system area boundary, except along a segment where 21-215(2)(b)(2) is**
11 **required.**

12 **5. Glare. All solar collectors utilized in the solar energy system shall have an**
13 **anti-reflective coating. The applicant shall provide the manufacturer, model**
14 **number and any other information that readily identifies the solar collector to**
15 **be utilized at the site.**

16 **6. Supplementary Materials. The applicant shall provide the following with the**
17 **conditional use permit application:**

- 18 **i. Any relevant studies, reports, documents, recommendations or**
19 **approvals related to the site that were prepared or received as part of its**
20 **application to the NC Utilities Commission.**
- 21 **ii. Evidence that the electrical utility provider has been informed by the**
22 **applicant of their intent to install an interconnected system. Evidence**
23 **may consist of copies and responses of certified letters (or similar) to**
24 **the utility provider detailing their solar energy system plans, location,**
25 **etc.**
- 26 **iii. A copy of the Certificate of Public Convenience and Necessity for**
27 **facilities over 2 megawatts or a copy of the Report of Proposed**
28 **Construction for facilities under 2 megawatts approved by the North**
29 **Carolina Utilities Commission.**

30
31 **7. Required Plans.**

32 **Decommissioning Plan. The applicant shall provide a decommissioning**
33 **plan that includes a cost estimate prepared by an NC Professional**
34 **Engineer having professional credentials, recognized expertise or**
35 **specialization in construction and removal of similar facilities detailing**
36 **how the solar energy system will be removed and system area will be**
37 **reasonably restored to its original condition in the event it does not**
38 **produce energy for a three hundred sixty (360) day continuous basis.**
39 **Acceptance of the decommissioning plan and cost estimates by Rowan**
40 **County shall be subject to independent review by an NC Professional**
41 **Engineer of the County's selection.** **Prior to permitting, the applicant**
42 **shall provide Rowan County financial surety at 1.25 times the mutually**
43 **agreed cost estimate amount, ~~Renewable bonds are expected to provide~~**
44 **~~updated estimates and reflect changes due to labor costs, demolition~~**

~~practices, etc.~~ which will remain in effect for the first ten (10) years of operation.

At a minimum, the contents of the decommissioning plan shall include the cost estimates referenced herein and information found in the NC Template Solar Ordinance's Example Decommissioning Plan updated to reflect the site's locational attributes. This plan shall be recorded in the Rowan County Register of Deeds prior to construction of the site.

An updated decommissioning plan detailing costs shall be submitted to the Planning Department at least six (6) months prior to the ten-year anniversary of installation and six (6) months prior to every five (5) year anniversary thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

i. *Maintenance Plan. The applicant shall provide a narrative detailing the manner, schedule and party responsible for ensuring routine maintenance of the solar energy system will occur. At a minimum, the plan must address the grounds, buffer, fencing, solar collectors and associated support structures, electrical connections, etc. Similarly, the plan must detail maintenance actions following storm events (wind, snow, etc.) and natural disasters (tornado, fire, etc.) that may cause damage to the facility.*

ii. *Emergency Access Plan. The applicant shall provide the Rowan County Emergency Services Director, Rowan County Fire Marshal and local fire department having jurisdiction an emergency access plan for their review.*

(5) *Wholesale trade group.*

a. *Motor vehicle parts (outdoor), used in the IND district (SIC 5015).*

1. *Operation. Operations, including but not limited to, storage of dismantled motor vehicles or motor vehicle parts or keeping of junk which are not fully contained within*

- 1 a building enclosed on all sides shall be subject to the standards of this subsection.
- 2 2. *Setbacks.* No material shall be stored closer than one hundred (100) feet to a public
3 right-of-way.
- 4 3. *Security fencing.* Security fencing, a minimum of six (6) feet in height, shall be
5 provided and maintained to preclude unauthorized access.
- 6 ~~b. *Motor vehicle parts (outdoor), used in the RA district (SIC 5015).*~~
- 7 ~~1. *Operation.* Operations, including but not limited to, storage of dismantled motor~~
8 ~~vehicles or motor vehicle parts or keeping of junk which are not fully contained within~~
9 ~~a building enclosed on all sides shall be subject to the standards of this subsection~~
10 ~~and section 21-246.~~
- 11 ~~2. *Front yard setback.* The facility shall be one hundred (100) feet from the edge of the~~
12 ~~right-of-way.~~
- 13 ~~3. *Separation from certain uses.* The facility shall be a minimum of one thousand~~
14 ~~(1,000) feet from a school, residence, church or place of public assembly. The~~
15 ~~separation shall be measured from the closest point of the structure containing the~~
16 ~~school, residence, church or place of public assembly and the nearest point of the~~
17 ~~operational area of the automobile salvage yard. This requirement shall not apply to~~
18 ~~residences owned by the operator of the facility.~~
- 19 ~~4. *Side and rear yard buffering and screening.* The facility shall be completely~~
20 ~~surrounded by type B buffer and screening, as provided in article IX.~~
- 21 ~~5. *Operational area.* No operations shall occur in the required buffer.~~
- 22 ~~b.-c. *Livestock yard.*~~
- 23 1. *Setbacks.* One hundred (100) feet between improvements such as buildings, animal
24 enclosures, and storage areas and any zone lot line.
- 25 2. *Dust, odor, glare.* All access roads and storage areas shall be maintained in a dust-
26 free manner.
- 27 (6) *Retail trade group: Drinking Places (alcoholic beverages – SIC 5813).*
- 28 a. *Separation.* No drinking place shall be located within one thousand (1,000) feet of a
29 church, public or private school, licensed day care, public park, or another drinking
30 place. This distance shall be measured between the nearest point of operational areas
31 for both the above uses and the proposed drinking place. This separation standard does
32 not apply to non-conforming drinking places seeking approval under this subsection to
33 expand within the existing operational area but does apply to drinking places deemed
34 abandoned or discontinued per Sec. 21-137.
- 35 (7) *Services group.*
- 36 a. *Archery ranges, shooting ranges, skeet ranges, trapshooting facilities and similar*
37 *establishments including turkey shoots (outdoor) (SIC 7999 pt.).* The requirements for all
38 facilities requiring a conditional use permit are as follows. Turkey shoots operated by
39 churches, civic groups or similar nonprofit organizations are exempt from these
40 requirements.
- 41 1. *Shot containment.* Shooting range facilities shall be designed to contain all the
42 bullets, shot, or arrows or any other debris on the range facility.

back to a general zoning district.

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16)

Sec. 21-63. Application re-submittal for conditional use permits and conditional districts.

(a) If conditionally approved, the applicant may submit a revised application within forty-five (45) days of having received the decision of the appropriate board. The revised application shall include provisions described in conditions placed on the application. If the conditionally approved application is not resubmitted within the prescribed time period the application shall be deemed to be disapproved.

(b) If a conditional use permit or conditional district application is denied, the administrator shall not accept another application similar to the denied application for the same property or a portion of the same property for a period of twelve (12) months from the date of the public hearing, unless the administrator determines that:

(1) There has been a significant zoning district reclassification of an adjacent property;

(2) A new or updated land use plan which changes public policy regarding the property is adopted by the county; or

(3) Public facilities such as roads, waterlines, sewer lines, or other infrastructure are constructed or expand to serve the property and enable the proposed development to be accommodated.

(Ord. of 1-19-98, § IV; Amend. of 9-6-16)

Sec. 21-64. ~~Reserved.~~ Conditional District Standards for Specific Uses

The standards contained in this section are for specific land uses submitting conditional district applications.

(a) Utility Scale Solar Energy Systems (SIC 491 pt.)

1. Setbacks. The system area and equipment setbacks shall be as follows:

i. System Area.

a. One hundred feet (100') from adjoining property lines and road rights-of-way.

b. Common property lines within the system area are not subject to setback standards. Adjoining tracts of the same solar energy system may have a twenty five foot (25') setback for panels and equipment along internal common tract lines, but where tract lines adjoin other properties or road rights-of-way the system area setback shall be 100'.

ii. Equipment Setbacks. All proposed inverters, substations, buildings, or other structures not utilized as a solar collector shall be located within the system area and separated by a minimum of three hundred feet (300') from any existing residence, church or school on an adjoining property.

2. AZO. Location within the conical or horizontal surfaces of the Mid-Carolina Regional Airport is not permitted.

3. Screening, Buffering and Fencing. To reduce visual impacts and provide separation between the system area and an existing residence, church or

1 school on an adjoining property located within three hundred (300) feet of the
2 system area perimeter, the applicant may propose use of option (i) or (ii) noted
3 below. Nonetheless, the standards of this subsection may be increased or
4 supplemented as provided in Section 21-61(e).

5 i. Standards contained in Sections 21-215(2)(b)(1) and (2) applied to the
6 segment(s) of the system area perimeter adjacent to the developed
7 parcel, or

8 ii. Demonstrate by photo simulation that use of Alternative Buffer and
9 Screening per Section 21-217 and, or Existing Vegetation per Section 21-
10 218 will achieve or exceed the standards of item (i) herein.

11 iii. Security fencing six (6) feet in height shall be provided along the entire
12 system area boundary, except along a segment where 21-215(2)(b)(2) is
13 required.

14
15 4. Access Roads. Internal roads shall be constructed of aggregate base course
16 (ABC) stone a minimum of six inches (6") thick. Gated entrance(s) shall be
17 installed to prevent unauthorized access. When applicable, connection to an
18 NCDOT maintained roadway shall be issued by an approved commercial
19 driveway permit from NCDOT and the apron and roadway to the system area
20 shall be paved.

21 5. Decommissioning Plan. Decommissioning Plan. The applicant shall provide a
22 decommissioning plan that includes a cost estimate prepared by an NC
23 Professional Engineer having professional credentials, recognized expertise or
24 specialization in construction and removal of similar facilities detailing how
25 the solar energy system will be removed and system area will be reasonably
26 restored to its original condition in the event it does not produce energy for a
27 three hundred sixty (360) day continuous basis. Acceptance of the
28 decommissioning plan and cost estimates by Rowan County shall be subject
29 to independent review by an NC Professional Engineer of the County's
30 selection. Prior to permitting, the applicant shall provide Rowan County
31 financial surety at 1.25 times the mutually agreed cost estimate amount,
32 ~~Renewable bonds are expected to provide updated estimates and reflect~~
33 ~~changes due to labor costs, demolition practices, etc. which will remain in~~
34 effect for the first ten (10) years of operation.

35
36 At a minimum, the contents of the decommissioning plan shall include the
37 cost estimates referenced herein and information found in the NC Template
38 Solar Ordinance's Example Decommissioning Plan updated to reflect the site's
39 locational attributes. This plan shall be recorded in the Rowan County
40 Register of Deeds prior to construction of the site.

41
42 An updated decommissioning plan detailing costs shall be submitted to the
43 Planning Department at least six (6) months prior to the ten-year anniversary
44 of installation and six (6) months prior to every five (5) year anniversary

thereafter. In addition to the updated decommissioning plan submittals, the system owner shall provide an analysis of the power produced annually by the facility; an operational efficiency and status report of the panels and equipment; and any intended upgrades or replacements of panels, equipment, etc. Acceptance of the updated plans and estimates by Rowan County shall be subject to independent review by an NC Professional Engineer of the County's selection. A new financial surety at 1.25 times the mutually agreed cost estimate amount shall be provided by the owner / operator to Rowan County for the time period associated with the updated plan.

The system owner / operator may request an extension of the 360 day period to prevent execution of the Decommissioning Plan. The request shall be considered in the same manner as approval was granted.

6. Supplementary Materials. ~~As applicable, the~~ The applicant shall provide the following with the conditional district permit application:

- i. Any relevant studies, reports, documents, recommendations or approvals related to the site that were prepared or received as part of its application to the NC Utilities Commission.*
- ii. Evidence that the electrical utility provider has been informed by the applicant of their intent to install an interconnected system. Evidence may consist of copies and responses of certified letters (or similar) to the utility provider detailing their solar energy system plans, location, etc.*
- iii. A copy of the Certificate of Public Convenience and Necessity for facilities over 2 megawatts or a copy of the Report of Proposed Construction for facilities under 2 megawatts approved by the North Carolina Utilities Commission.*

(b) Dumps, Garbage, Landfills, Refuse Systems, Rubbish, Sludge Disposal and Land Clearing and Inert Debris Landfill [LCID] (SIC 4953 pt.).

- 1. Setbacks.** *All improved areas, including disposal areas, shall be at least two hundred (200) feet from a zone lot line.*
- 2. Separation.** *Improved areas shall be at least three hundred (300) feet from any residence, church, or school.*
- 3. Dust, odor, glare.** *All access roads and storage areas shall be at least twenty (20) feet from any property line constructed with a paved, gravel, or crushed stone surface; and maintained in a dust-free manner.*
- 4. Operation.** *An information sign shall be posted and maintained at the entrance(s) which lists the name and phone number of the operator, types of material accepted, and hours of operation.*
- 5. Security restrictions.** *Access shall be controlled through the use of gates, fences, etc. to prevent unregulated dumping of materials.*
- 6. Other special conditions.** *Proof of a permit issued by the state in accordance*

1 *with applicable provisions of the General Statutes.*

2 **7. LCID Operations.** *Standards of this subsection are applicable to LCID*
3 *operations greater than one-half (.5) acre in size.*

4 **(c) Motor vehicle parts (outdoor), used in the RA district (SIC 5015).**

5 **1. Operation.** *Operations, including but not limited to, storage of dismantled*
6 *motor vehicles or motor vehicle parts or keeping of junk which are not fully*
7 *contained within a building enclosed on all sides shall be subject to the*
8 *standards of this subsection and section 21-246.*

9 **2. Front yard setback.** *The facility shall be one hundred (100) feet from the edge*
10 *of the right-of-way.*

11 **3. Separation from certain uses.** *The facility shall be a minimum of one thousand*
12 *(1,000) feet from a school, residence, church or place of public assembly. The*
13 *separation shall be measured from the closest point of the structure*
14 *containing the school, residence, church or place of public assembly and the*
15 *nearest point of the operational area of the automobile salvage yard. This*
16 *requirement shall not apply to residences owned by the operator of the facility.*

17 **4. Side and rear yard buffering and screening.** *The facility shall be completely*
18 *surrounded by type B buffer and screening, as provided in article IX.*

19 **5. Operational area.** *No operations shall occur in the required buffer.*
20

21 **(d) Zoological garden (SIC 8422).**

22 **1. Site plan.** *A site plan shall be provided showing all fencing, exhibit and storage*
23 *areas, with types of animals specified.*

24 **2. Minimum lot size.** *The minimum lot size is twenty (20) acres.*

25 **3. Smoke, odors, dust.** *Operations shall not create any smoke, odors, or dust at a*
26 *level which creates a nuisance to any person or normal sensitivities at the*
27 *property lines.*

28 **4. Setbacks.** *All animal waste storage areas shall be a minimum of two hundred*
29 *(200) feet from any zone lot line.*

30 **5. Security restrictions.** *Access shall be controlled through the use of gates,*
31 *fences, etc. to prevent entrance by unauthorized persons. Containment of*
32 *animals shall be sufficient to ensure the safety of the surrounding area and the*
33 *county.*

34 **Editor's note:** An amendment of July 1, 2005 renumbered § 21-64 as § 21-60(12). Former § 21-64
35 pertained to specific conditional use criteria for off-premises signs and derived from Ord. of 11-19-01(1);
36 Ord. of 12-3-01; and Ord. of 3-25-04.

37 **Sec. 21-65. General criteria for uses listed SR in the NB District in section 21-113.**

38 Uses listed as SR in the NB District in section 21-113, the table of uses, shall comply with
39 the following criteria, as applicable:

40 (1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and
41 proposed buildings. As well as all criteria required herein.

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	controlling instruments									
39	Miscellaneous manufacturing industries	SR	SR				P	SR		P
Transportation, communications, electric, gas and sanitary services										
40	Railroad transportation									P
41	Local & suburban transit, interurban highway passenger transportation	SR	SR				P	SR		P
42	Motor freight transportation and warehousing, all except	SR	SR				P	SR		P
421	Trucking	SR	SR				P	SR		P
4221	Farm product warehousing and storage	SR or C	SR or C				P	SR		P
	Dead storage of manufactured homes	SR	SR		SR	SR	SR			SR
4226 (pt)	Automobile dead storage									C
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						P			P
43	U.S. Postal Service	P	P	P	P	P	P	P	P	P
44	Water transportation, all except						P			P
4493 (pt)	Marinas						P	SR		P
45	Transportation by air						P			P
46	Pipelines, except natural gas	C	C	C	C	C	C	C	C	C
47	Transportation services, all except						P			P
472	Arrangement of passenger transportation	SR	SR				P	SR		P
48	Communications, all except						P			P
	Transmission tower & Wireless support structures	C	C				C	C		C
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
4832	Radio broadcast towers	C								
4833	Television broadcast towers	C								
49	Electric, gas, water services (SIC 491, 492, 493, 494), all except						C			C
	Electric and water distribution lines, gas pipelines	P	P	P	P	P	P	P	P	P
491 (pt)	Residential Ground Mounted Solar Energy Systems 6,000 sq.ft. or less	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Non-Residential Ground Mounted Solar Energy Systems over 6,000 sq.ft.	SR	C				SR-C	SR-C	SR	SR-C
491 (pt)	Roof Mounted Solar Energy Systems	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 (pt)	Utility Scale Solar Energy Systems	CD					CD			C
494	Water supply	P	P	P	P	P	P	P	P	P
4952	Sewerage systems	C	C				P			P
4953	Refuse systems, all prohibited except									
	Dumps: operation of	CD-C								C
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use CD – Conditional District Use		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Transportation, communications, electric, gas and sanitary services cont.										
	Garbage: collect, destroy & process	CD								C
	Land clearing and inert debris landfill (LCID)	CD-C								C
	Landfills, sanitary: operation of	CD-C								C
	Refuse systems	CD								C
	Rubbish collection and disposal	CD-C								C
	Sludge disposal sites	CD-C								C
4959	Sanitary services, NEC	C					P			P
496	Steam and air conditioning supply						P			P
Wholesale trade										
50	Wholesale trade, durable goods, all except	SR	SR				P	SR		P
5015	Motor vehicle parts, used (outdoor)	CD-C								C
5015	Motor vehicle parts, used (indoor)						SR			SR
5032	Brick, stone & construction materials						P	SR		P

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505	Metal & minerals, except petroleum						P			P
5083	Farm & garden machinery & equipment	SR	SR				P	SR		P
5093	Scrap and waste materials									C
51	Wholesale trade, nondurable goods, <i>all except</i>	SR	SR				P	SR		P
5153	Grain and field beans	SR or C	SR or C				P	SR		P
5154	Livestock (wholesale)									C
5159	Farm product raw materials, NEC	SR or C	SR or C				P	SR		P
516	Chemical and allied products									C
517	Petroleum and petroleum products									C
5191	Farm supplies	SR or C	SR or C				P	SR		P
SIC 516 and 517 were removed as conditional uses in the CBI district as a result of Z-10-04 text amendments.										
Retail trade										
52	Building material, hardware, garden supplies and mobile home dealers	SR	SR				P	SR		P
53	General merchandise stores	SR	SR				P	SR		P
54	Food stores	SR	SR				P	SR		P
55	Auto dealers, gas service stations	SR	SR				P	SR		P
56	Apparel and accessory stores	SR	SR				P	SR		P
57	Home furniture, furnishings and equipment stores	SR	SR				P	SR		P
58	Eating and drinking places, all except	SR	SR				P	SR		P
5813	Drinking places (alcoholic beverages)						C			P
59	Miscellaneous retail	SR	SR				P	SR		P
Finance, insurance and real estate										
60	Depository institutions	SR	SR				P	SR		P
61	Non-depository institutions	SR	SR				P	SR		P
62	Security and commodity brokers	SR	SR				P	SR		P
63	Insurance carriers	SR	SR				P	SR		P
64	Insurance agents, brokers & service	SR	SR				P	SR		P
65	Real estate	SR	SR				P	SR		P
67	Holding and other investment offices	SR	SR				P	SR		P
Services										
70	Hotels, rooming houses, camps and other lodging places, <i>all except</i>	SR	SR				P	SR		
7011	Cabins	C					C	C		
7032	Sporting and recreational camps	C	C				P	SR	P	P
7033	Campgrounds and RV parks	C					C	C		
72	Personal services, <i>all except</i>	SR	SR				P	SR		P
7261 (pt)	Crematories						P			P
73	Business services	SR	SR				P	SR		P
75	Auto repair, services and parking	SR	SR				P	SR		P
76	Misc repair services	SR	SR				P	SR		P
78	Motion pictures	SR	SR				P	SR		P
P- Permitted by Right		Zoning Districts								
P(A) - Permitted as Accessory Use										
SR - Permitted with Special Requirements										
C- Conditional Use										
CD – Conditional District		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Services cont.										
79	Amusement, recreational services, <i>all except</i>	SR	SR				P	SR		P
7941	Sports clubs and promoters						C			C
7948(pt)	Racetrack operations, including speedways, go-kart tracks and dragstrips						C			C
7992	Public golf courses	C	C				P			
7996	Amusement park						C			C
7997	Membership sports and recreational clubs, <i>all except</i>	SR or C	SR or C	SR			P	SR		P
7997 (pt)	Gun club, shooting clubs	C					C			C
7999	Amusement and recreation services, NEC, <i>all except</i>						P	SR		P
7999 (pt)	Archery ranges, shooting range, skeet shooting, and trapshooting facilities	C					C			C

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	(outdoor)									
7999 (pt)	Archery and shooting range (indoor)	SR					SR	SR		SR
7999 (pt)	Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation	C	C				P	SR		P
7999 (pt)	Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake	C	C				P	SR		P
7999 (pt)	Day camps, sports instructional schools and camps	C	C				P	SR		P
7999 (pt)	Model automobile racing	C					P	SR		P
	Public parks	P	P	P	P	P	P	P	P	P
80	Health services, <i>all except</i>	SR	SR				P	SR	P	P
8059(pt)	Convalescent homes for psychiatric patients						C		C	C
8063	Psychiatric hospitals						C		C	C
8069 (pt)	Drug addiction rehab, Alcohol rehab hospitals						C		C	C
8093 (pt)	Drug and alcohol treatment, outpatient clients						P		P	P
81	Legal services	SR	SR				P	SR		P
82	Educational services, <i>all except</i>	P	P	P			P	P	P	P
	Facility providing overnight habitation								SR	
83	Social services, <i>all except</i>	SR	SR				P	SR	P	P
8322	Individual and family social services						P	C	P	P
8351 (pt)	Family child care home	P	P	P	P	P	P	P		
8351 (pt)	Child care center in residence	P	P				P	P		
8351 (pt)	Child care center	SR	SR				P	SR	P	P
8361	Residential care, <i>all except</i>						C		C	C
8361 (pt)	Homes for the aged and rest homes within incidental health care	SR	SR				P	SR	P	P
84	Museums, art galleries and botanical gardens, <i>all except</i>	SR	SR				P	SR	P	P
	Zoological parks	CD C					C		C	
86	Membership organizations, <i>all except</i>	SR	SR				P	SR	P	P
8641	Civic, service and social fraternities	C					P	SR	P	P
8661 (pt)	Churches	P	P	P	P	P	P	P	P	P
87	Engineering, accounting, res. management and related services	SR	SR				P	SR		P
88	Private households	P	P	P	P	P	P	P		
89	Miscellaneous services	SR	SR				P	SR		P
Public administration										
91	Executive, legislative and general government, except finance						P		P	P
92	Justice, public order, safety, <i>all except</i>						P		P	P
9221	Police protection	P	P	P	P	P	P	P	P	P
9224	Fire protection	P	P	P	P	P	P	P	P	P
	Ambulance stations	P	P	P	P	P	P	P	P	P
	Rescue squads	P	P	P	P	P	P	P	P	P
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use CD – Conditional District		Zoning Districts								
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Public administration cont.										
93	Public finances, taxation and monetary policy						P		P	P
94	Administration of human resource programs						P		P	P
95	Administration of environmental quality and housing programs						P		P	P
96	Administration of economic programs						P		P	P
97	National security and international affairs						P		P	P
	Solid waste and recycling convenience center	P	P	P	P	P	P	P	P	P
Unclassified										
	Adult uses						C			
	Construction and demolition landfill									C

1 **Sec. 21-214. Letter of compliance.**

2 When it is impractical to plant required screening during optimal planting seasons, the owner
3 of the property upon which the required screening is to be located may submit a letter of
4 compliance to the zoning administrator. The letter will acknowledge that the owner of the subject
5 property is aware of the applicable screening and buffering requirements and will meet these
6 requirements within a specific date, but in no case more than one (1) year. Failure to comply
7 with the provisions of this article by the time stated in the letter of compliance shall constitute a
8 violation of the zoning ordinance.

9 (Ord. of 1-19-98, § X)

10 **Sec. 21-215. Required screening type.**

11 Screening shall be required along the side and rear property boundaries of the zoning lot.

12 (1) *Type A.*

13 a. Buffer: Twenty (20) feet.

14 b. Screening shall be one (1) of the following:

- 15 1. A row of evergreen conifers or broadleaf evergreens placed not more than five
16 (5) feet apart which would grow to form a continuous hedge of at least six (6) feet
17 in height within two (2) years of planting; or
- 18 2. A masonry wall located within the required buffer; such wall shall be a minimum
19 height of six (6) feet (above finished grade;) and, if a block wall, it shall be
20 painted on all sides; or an opaque fence six (6) feet in height; or
- 21 3. A berm and planting combination, with the berm an average height of three (3)
22 feet and dense plantings which will, when combined with the berm, achieve a
23 minimum height of six (6) feet and seventy-five (75) percent opacity within two (2)
24 years.
- 25 4. Lawn, low-growing evergreen shrubs, evergreen ground cover, or rock mulch
26 covering the balance of the buffer.

27 (2) *Type B.*

28 a. Buffer: Eighty (80) feet.

29 b. Screening shall consist of:

- 30 1. A row of trees ***composed of a mixture of deciduous and evergreen species;***
31 forty (40) percent of which are ***shall be*** large maturing trees. ***All species used***
32 ***shall be between four (4) and six (6) feet tall*** and ~~which are not less than ten~~
33 ~~(10) feet high at the time of planting and are spaced not more than six (6) feet~~
34 ~~apart;~~ ***and in combination with 2 and 3 of this subsection, creates a visual***
35 ***separation. The design shall be submitted for review and installed by a***
36 ***certified member of the NC Landscape Contractors Licensing Board.***
- 37 2. An opaque fence located within the required buffer; such fence shall be a
38 minimum height of six (6) feet; and
- 39 3. Lawn, low-growing evergreen shrubs or broadleaf evergreens, evergreen ground
40 cover, or rock mulch covering the balance of the buffer.

- 1 (14) Drugs (283)
- 2 (15) Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet
- 3 preparations (284)
- 4 (16) Rubber and miscellaneous products (30).
- 5 (17) Leather and leather products (31) except leather tanning and finishing.
- 6 (18) Stone, clay, glass and concrete products (32) except hydraulic cement, structural clay
- 7 products, concrete, gypsum and plaster products.
- 8 (19) Abrasives, asbestos, nonmetallic mineral products, fabricated metal products (34)
- 9 except ammunition, except for small arms; ordnance and accessories.
- 10 (20) Industrial and computer machinery and equipment (35).
- 11 (21) Electronic and other electrical equipment (36).
- 12 (22) Transportation equipment (37).
- 13 (23) Measuring, analyzing and controlling instruments (38).
- 14 (24) Miscellaneous manufacturing (39).
- 15 (25) Transportation and utilities (Division F), all except sanitary services, sewerage systems,
- 16 refuse systems, dumps, sanitary land fills, rubbish collection and disposal, and **Non-**
- 17 **Residential** solar energy systems.
- 18 (26) Wholesale trade (50 and 51) all except motor vehicle parts, used; brick, stone, and
- 19 related construction materials, metal and minerals, except petroleum, scrap and waste
- 20 materials, livestock (wholesale); chemical and allied products, petroleum and petroleum
- 21 products.
- 22 (27) All retail trade (Division G).
- 23 (28) All finance, insurance, and real estate (Division H).
- 24 (29) All services (Division I), except shooting ranges, skeet shooting facilities, trap shooting
- 25 facilities, and institutional uses listed in Group 2.
- 26 (e) *Group 4 (most intensive):*
- 27 (1) Metal mining (10).
- 28 (2) Mining and quarrying of non-metallic minerals (14).
- 29 (3) Sawmills (242).
- 30 (4) Pulp mills (261).
- 31 (5) Paper mills (262).
- 32 (6) Chemicals and allied products (28) all except Drugs (283) and Soap, detergents, and
- 33 cleaning preparations; perfumes, cosmetics, and other toilet preparations (284).
- 34 (7) Petroleum refining and related products (29).
- 35 (8) Leather tanning and finishing (3111).
- 36 (9) Hydraulic cement (324).

(10) Structural clay products (325).

(11) Concrete, gypsum and plaster products (327).

(12) Abrasives, asbestos, non-metallic mineral products (329).

(13) Primary metal industries (33).

(14) Ammunition, except for small arms (3483).

(15) Ordnance and accessories (3489).

(16) Permitted refuse systems (4953).

(17) Motor vehicle parts, used; brick, stone, and related construction materials, metal and minerals, except petroleum, scrap and waste materials, livestock (wholesale); chemical and allied products, petroleum and petroleum products.

(18) Utility Scale solar energy systems.

(Ord. of 1-19-98, § X; Ord. of 4-21-03; Amend. of 11-2-09; Amend. of 3-4-13; Amend. of 7-13-20)

Sec. 21-217. Alternative buffers and screening.

In lieu of compliance with the above buffer and screening requirement, an applicant may submit to the zoning administrator for his review and approval a detailed plan and specifications for landscaping and screening. The zoning administrator may approve the alternative buffering and screening, in writing, upon finding that the proposal will afford a degree of buffering and screening, in terms of height, opacity and separation, equivalent to or exceeding that provided by the above requirements.

(Ord. of 1-19-98, § X)

Sec. 21-218. Existing vegetation.

The retention of existing vegetation shall be maximized to the extent practical, wherever such vegetation contributes to required buffering and screening or to the preservation of significant trees.

(Ord. of 1-19-98, § X)

Sec. 21-219. Applicability of screening and buffering requirements.

Unless otherwise specified, the requirements of this article shall not apply to structures adjacent principal or accessory structure and the proposed structure or operation requiring provision of screening and buffering are separated by a distance of two hundred feet or more. The distance shall be measured from the closest point of each structure. Proposed text herein to clarify the applicability of the screening and buffering standards.

(Ord. of 1-19-98, § X; Ord. of 6-29-99; Amend. of 9-6-11).

Secs. 21-220--21-240. Reserved.

ARTICLE X. NUISANCES

1 treated wood.

2 (4) Skirting shall be continuous and unpierced except for ventilation.

3 (5) Skirting manufactured specifically for underpinning shall be installed in accordance with
4 the manufacturer's specifications.

5 (6) Notwithstanding other provisions of this section, manufactured homes in a MHP district
6 may install masonry skirting as provided in this section.

7 (c) *Skirting of manufactured homes outside the MHP district or a family manufactured home*
8 *park.*

9 (1) Skirting shall consist of brick or finished masonry.

10 (2) Skirting shall be continuous and unpierced except for ventilation.

11 (3) Regular unfinished block may not be used for required skirting. However, split-face block
12 may be used.

13 (Ord. of 1-19-98, § XII; Ord. of 4-20-98; Amend. of 4-21-14)

14 **Sec. 21-277. Exceptions and modifications.**

15 (a) *Minor structures and improvements.* Except where otherwise expressly addressed, the
16 following minor, accessory structures and improvements on individual lots or parcels are not
17 intended to be regulated by this chapter:

18 (1) Flagpoles and mailboxes;

19 (2) Landscaping features such as fences, trees and shrubs, terraces, gazebos, and similar
20 items;

21 (3) Piers, wharves, and bulkheads;

22 (4) Recreational improvements such as swing sets and playgrounds;

23 (5) Wells and pumphouses.

24 (b) *Utilities.* Except where otherwise expressly addressed, the following utility structures and
25 facilities are not intended to be regulated by this chapter:

26 (1) Utility lines, pipes, cables, & associated minor equipment & structures, including
27 transformers, pumping stations, "signal boosters", & maintenance buildings;

28 (2) Electronics cabinets for telephone switching and similar devices used by public service
29 providers;

30 (3) Water towers or tanks;

31 (4) Water systems or sewage disposal systems as an exclusive accessory use for a
32 development project; and

33 ~~(5) Solar energy systems located on the roof or exterior wall of any building and systems~~
34 ~~located within a NCDOT right-of-way are not intended to be regulated herein unless~~
35 ~~located within the portion of the approach surface contained by the horizontal surface~~
36 ~~of the AZO and exceed 6,000 sq.ft. solar collector area. Systems that meet these~~
37 ~~standards must provide an approved FAA form 7460-1 prior to receiving a zoning~~
38 ~~permit.~~

(5) *LCID operations (SIC 4953 pt). LCID landfills consistent with the specific standards of this subsection are not regulated by this Chapter, but shall nonetheless adhere to applicable NCDEQ standards:*

1. Landfills with a disposal area of .50 acre or less on an individual parcel; or

2. Beneficial fill used to improve the property's land use potential where no excavation of soil is proposed or has occurred within the area receiving fill.

(c) *Exceptions to front setback requirements for dwellings.* Setback requirements for dwellings may be modified when the setbacks of contiguous existing buildings are less than required. These decreased setbacks are determined by computing the average setback on adjacent lots one hundred (100) feet on either side of the lot of the proposed dwelling. The modified setback may be equivalent to the average setback or ten (10) feet from the rights-of-way line, whichever is greater.

(d) *Antennae for private or public safety use.* Antennae for private use or for use by "police protection" or "fire protection" are exempt from the requirements contained in Sections 21-56 (6)(d)(e) and (f). Private, non-commercial antennae exempted under this provision include: residential radio and television, private citizen's bands, amateur (HAM) radio and any others determined as similar by the Zoning Administrator on a case-by-case basis.

(Ord. of 1-19-98, § XII; Ord. of 2-1-99(1); Amend. of 3-4-13; Amend. of 12-2-13; Amend. of 9-6-16)

Sec. 21-278. Skirting in existing manufactured home parks.

All manufactured homes in manufactured home parks shall be skirted as provided in subsection 21-276(b) of this article within two (2) years of February 16, 1998.

(Ord. of 1-19-98, § XII)

Sec. 21-279. Exceptions for certain turkey shoots.

Turkey shoots operated by churches, civic group or similar nonprofit organizations are exempt from the conditional use requirements of section 21-60 (7)(a) and 21-113, Table of uses.

(Ord. of 1-19-98, § XII; Amend. of 09-03-19)

Sec. 21-280. Construction trailers.

Construction trailers may be used in conjunction with construction projects provided:

(1) The trailers are located on a building site where there is a valid building permit for a project on that site.

(2) The trailer remains on the site for the duration of the building project.

APPENDIX G: Example Decommissioning Plan

This is a simple example decommissioning plan:

Decommission Plan for Big Bright Solar Farm, located at
123 Edge-of-Town Rd.
Piedmont-ville, NC 21234

September 10, 2013

Prepared and Submitted by Solar Developer ABC, the owner of Big Bright Solar Farm

As required by the Town/County of _____, Solar Developer ABC presents this decommissioning plan for Big Bright Solar Farm (the “Facility”).

Decommissioning will occur as a result of any of the following conditions:

1. The land lease ends
2. The system does not produce power for 12 months
3. The system is damaged and will not be repaired or replaced

The owner of the Facility, as provided for in its lease with the landowner, will do the following as a minimum to decommission the project.

1. Remove all non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least three feet below grade.
2. Remove all graveled areas and access roads unless the owner of the leased real estate requests in writing for it to stay in place.
3. Restore the land to a condition reasonably similar to its condition before SES development, including replacement of top soil removed or eroded.
4. Revegetate any cleared areas with warm season grasses that are native to the region (~~Mountains, Piedmont, Sandhills or Coastal Plain~~ regions), unless requested in writing by the owner of the real estate to not revegetate due to plans for agricultural planting.

All said removal and decommissioning shall occur within 12 months of the facility ceasing to produce power for sale.

The owner of the Facility, currently Solar Developer ABC, is responsible for this decommissioning. Nothing in this plan relieves any obligation that the real estate property owner may have to remove the facility as outlined in the Special Use Permit in the event the operator of the farm does not fulfill this obligation.

The owner of the Facility will provide Town/County planning department and the Register of Deeds with an updated signed decommissioning plan within 30 days of change in the Facility Owner.

This plan may be modified from time to time and a copy of any modified plans will be provided to the planning staff and filed with the Register of Deeds by the party responsible for decommissioning.

SES Owner Signature:_____ Date:_____

Landowner (if different from SES Owner) Signature:_____ Date:_____

Solar Energy System Land Use Plan Recommendations

Due to the recent advent of solar energy systems as a significant presence in its landscape, Rowan County has taken steps to update its zoning ordinance with standards designed to encourage the use of solar for supplementing residential and commercial power generation along with minimum criteria to ensure utility scale systems are not a dominant land use featured in rural areas.

The County recognizes the site characteristics of a utility scale system will differ based on a variety of factors and has established the following policies for guidance when selecting a location and for consideration by the Planning Board or Board of Commissioners when evaluating an application.

No single “not preferred” policy herein should be viewed as the *de facto* criteria for denying an application, rather the policy standard may be mitigated thru conditional district negotiations, e.g. increased setbacks, buffering or screening, etc. However, multiple “not preferred” or “discouraged” policies strongly suggest the “orderly planned use of land resources” principle found in Section 21-2 of the Rowan County Zoning Ordinance has not been satisfied.

General Recommendations

- Areas currently served **or having the potential to be served** by water or sewer infrastructure are not preferred locations
- Existing Industrial (IND) and Economic Development (ED) zoning districts, or sites / properties listed with the Rowan County Economic Development Commission, are not preferred locations
- Encouraged in areas with low to moderate residential population densities in combination with buffers and screening
- Locations or areas of a site with topography such that screening / visual separation cannot be achieved from adjoining properties or roadways within a three (3) year time frame should be avoided
- Sites that will occupy prime soils or displace active farming operations are not preferred, but if approved should incorporate native plants or grasses as groundcover and include pollinator friendly vegetation
- Panel locations within the Special Flood Hazard Areas (SFHA) or placement of fill within these areas of a site is discouraged
- **Subject to potential utility extensions**, sites having identified poor soils or building / septic constraints are generally encouraged for selection
- Sites within the viewshed of a public park, National Register listed historic property or Rowan County landmark are not preferred
- Utility scale solar energy systems locating within one (1) mile of another utility scale solar energy system is discouraged
- A maximum system acreage of 50 acres is preferred, but may be increased based on the site’s ability to meet all other recommendations contained herein

Areas West of I-85

- Due to residential densities and proximity to municipalities, Area 2 is not a preferred location
- Based on existing infrastructure, e.g. transportation, water, and rail access, location within the US 29 and Hwy 70 corridor overlay are discouraged
- Locations that minimize visual impacts to the NC Scenic Byway Corridor are preferred

Areas East of I-85

- Site locations along the US 29 and I-85 highway corridors are discouraged
- Site locations along the East NC 152 and US 52 highway corridors are not preferred
- Sites in proximity to High Rock Lake located in Area 2 are not preferred

I-85 South Corridor

- Sites within the identified and targeted growth nodes depicted in Figure 23 are discouraged

Statement of Consistency

ZTA 02-19 is appropriate and necessary to meet the development needs of Rowan County for the following reasons not previously envisioned by the East and West Land Use Plans.

Furthermore, the adoption of ZTA 02-19 is an amendment to the East and West Land Use Plans and is reasonable and in the public interest based on the following:

- This allows the conditional district rezoning with the addition of supplementary materials;
- Allows for solar energy growth while better categorizing system sizes and uses and encourages solar energy growth in the most appropriate land use areas;
- It provides reasonable standards for screening, setbacks and buffering to minimize negative impacts on adjacent properties and requires financial responsibility for operations and decommissioning of the installed utility scale system; and,
- Requires conditional district zoning within the CBI and RA zones and provides a list of recommendations of preferred and discouraged locations and sizes that will be used to review the utility scale systems located within the CBI and RA districts.

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: March 24, 2021
SUBJECT: Public Hearing: Solar Moratorium Extension Ordinance

INTENT

The Commission conducted its public hearing on the ZTA 02-19 text amendments at the March 15, 2021 meeting but wanted to view the final document revisions prior to a final vote on April 5, 2021.

As a precautionary measure, the Commission opted to schedule a public hearing to consider extending the current solar moratorium another thirty (30) days should it not adopt the ZTA 02-19 text amendments at the April 5, 2021 meeting.

RECOMMENDATION

If the ZTA 02-19 text amendments are not duly adopted, Staff recommends the Commission:

- Conduct Public Hearing, as needed
- Close Public Hearing
- Adopt 30 day Moratorium Extension Ordinance

ATTACHMENTS:

Description	Upload Date	Type
30 Day Moratorium Extension	3/24/2021	Ordinance

**An Ordinance to Extend the Current Moratorium for
Establishing or Expanding Ground Mounted Solar Energy Systems
In Rowan County's Planning Jurisdiction by Thirty (30) Days**

WHEREAS, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

WHEREAS, North Carolina General Statutes 153A-340 (future codification as NCGS 160D-702) grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

WHEREAS, North Carolina General Statute 153A-340(h) (future codification as NCGS 160D-107(e)) allows for renewal or extension of a moratorium when the steps outlined in the course of action still remain or new facts and conditions warrant an extension; and,

WHEREAS, Rowan County has been diligent toward continued development of solar energy system text recommendations during its moratorium while still observing COVID-19 protocols; and,

WHEREAS, during said moratorium period, Rowan County has managed to keep its citizens, interest groups and solar industry contacts apprised of updates and opportunities to participate; and,

FURTHERMORE, Rowan County believes the adoption of text amendments related to solar energy systems is imminent and is utilizing this thirty (30) day extension to be certain these amendments are in keeping with the spirit and intent of the Rowan County Zoning Ordinance; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Rowan County, North Carolina, does amend and extend the following:

Section I. Title

This ordinance shall be known and may be cited as the Ground Mounted Solar Energy System (Photovoltaic Array) Moratorium for facilities greater than six thousand (6,000) square feet in area located in Rowan County, North Carolina.

Section 2. Problem Statement and Course of Action

Pursuant to NCGS 153A-340(h)(1) (future codification as NCGS 160D-107(e)), the rationale for extending the six month moratorium is substantiated by the following:

- a. Depsite the COVID-19 Pandemic, Rowan County has persevered to conduct public meetings both in limited capacity seating and virtual means allowing participation in the text development process.

Inadequacy: The prolonged timeframe for development is directly related to ineffective remote participation and interaction between Staff, advisory board members, citizens and solar industry contacts.

- b. The Land Use Plans for the Eastern Area, Western Area and the I-85 South Corridor of Rowan County did not consider or provide recommendations for locating ground mounted solar energy systems greater than 6,000 sq ft in area.

Resolution: Recommendations or considerations for locating new ground mounted solar energy systems in the County's land use plans have now been provided.

- c. The Commission has received complaints from property owners and residents adjoining said facilities during the construction phase related to dust and erosion, vehicular congestion and construction traffic, further exacerbated by a lack of adequate visual separation once operational.

Resolution: Recommendations for internal road standards have been proposed in addition to screening standards when located adjacent to a residence, church or school.

- d. Amendments to the Rowan County Zoning Ordinance (RCZO) adopted March 4, 2013 applicable to said facilities did not adequately anticipate their proliferation and associated impacts related to scale, location, setbacks and screening / buffering.

Resolution: Recommendations now propose standards for increased setbacks, equipment setbacks, suggested size limitations, decommissioning plan, emergency access plan and approval from the NC Utilities Commission.

- e. Due to the purported longevity of said facilities, the Commission has concerns about ongoing maintenance and decommissioning if no longer operational.

Resolution: The proposed Decommissioning Plan establishes a financial surety to decommission the site in the event it is no longer operational and also requires strategic plan updates including an efficiency analysis during the life of the facility.

Absent the 30 day extension of this ordinance, it is anticipated the County will receive additional applications for these facilities that may create additional or continued conflicts with adjoining land uses. The County believes another brief extension will allow final adoption by the Board of Commissioners relative to the items listed in Section 2 of this Ordinance.

Section 3. Applicability

Pursuant to the requirements of NCGS 153A-340(h)(2) (future codification as NCGS 160D-107(d)2) , this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a ground mounted solar energy system (photovoltaic array) in excess of 6,000 sq ft in area. These facilities are classified within Industry Group Number 491 in the 1987 Standard Industrial Classification (SIC) manual.

Extending the moratorium will provide the Rowan County Board of Commissioners an opportunity to finalize text amendments that address the primary and secondary impacts associated with these facilities and prepare recommendations for the Board of Commissioners to consider as amendments to the RCZO and the Eastern Area, Western Area and the I-85 South Corridor Land Use Plans, as applicable.

Section 4. Moratorium Duration

The extension of this moratorium ordinance shall be in effect for an additional thirty (30) day period beginning April 6, 2021 until May 5, 2021 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section. The 30 day extension is reasonable to the extent that it allows the Board of Commissioners the ability to finalize its text relative to the items of ‘resolution’ and ‘inadequacy’ identified in Section 2 of this Ordinance.

Section 5. Schedule of Actions

Upon extension of this moratorium ordinance, the Rowan County Board of Commissioners will finalize the ZTA 02-19 text recommended amendments to the RCZO based on this schedule. Depending on duration, the scheduled activities will coincide with the 30 day moratorium.

DATE	ACTION
April 5, 2021 thru May 5, 2021	Board of Commissioners will adopt the ZTA 02-19 text amendments

Section 6. Exception to Moratorium Provisions

This moratorium does not apply to the rights of an individual to erect or place solar collectors on residential property as allowed per NCGS 153A-144.

Section 7. Effective and Termination Dates

This ordinance shall be extended and enforced as of the 6th day of April 6, 2021 until May 5, 2021 unless its terms and duration are amended by the Rowan County Board of Commissioners.

Gregory C. Edds, Chairman

Carolyn Barger, 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: Aaron Poplin, Planner
DATE: 3/26/21
SUBJECT: Public Hearing for Z 01-21

Raymond McMillan Jr., on behalf of K Town Homes, is requesting a rezoning of their 3.84 acre property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a mini-warehouse storage facility. This property can be further identified as parcel 140 242

No one spoke in opposition at the Planning Board meeting or called staff with concerns for the request.

Approve/Deny/Table Z 01-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/25/2021	Cover Memo
GIS_Map	3/25/2021	Cover Memo
Site Plan	3/25/2021	Cover Memo
Application	3/25/2021	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT
DATE: 03/5/2021
STAFF CONTACT: AARON POPLIN



REZONING PETITION: Z 01-21

REQUEST: RA to CBI-CD

PARCEL ID: 140 242

LOCATION: 1000 block Old Beatty Ford Rd.

ACERAGE: 3.84

CURRENT LAND USE:
Vacant

OWNER: K Town Homes

APPLICANT: Raymond McMillan Jr., K Town Homes

BACKGROUND

Raymond McMillan Jr., on behalf of K Town Homes, is requesting a rezoning of their 3.84 acre property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a mini-warehouse storage facility. This property can be further identified as parcel 140 242.

Relationship with any plans and policies

This property is located in Area 3 of the Eastern Area Land Use Plan, and is located within the I-85, US 29 Corridor Overlay. The I-85, US 29 Corridor Overlay encourages commercial and industrial uses. The property falls close to a recognized regional node which extends one mile out from the new interchange of Old Beatty Ford Rd and I-85.

The property is also identified in the I-85 South Corridor Plan. The plan calls for the new alignment of Old Beatty Ford Rd to serve as frontage for commercial and mixed use developments as well as some industry. The plan recommends considering design guidelines for commercial development which include things such as architectural standards, screening, landscaping, and signs.

Z 04-20 was a rezoning request from RA to CBI-CD for the use of a water well drilling contractor business located across the street from this request. Z 04-20 was approved by the Board of Commissioners on November 16 2020 with no additional requirements other than the design presented on the site plan.

Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

The request falls within the Cold Water Creek water supply watershed which is a WS-IV. At 39.2% built upon area the proposed development is above the maximum built upon area of 36% of the lot, and will require getting a Special Non-Residential Intensity Allocation (SNIA) permit from the board of commissioners. Currently the Cold Water Creek water supply watershed has 488.54 remaining acres that can be removed through the SNIA permit process. Watershed IVs have the option to use high density standards instead of using the SNIA permit process; however, this application does not meet one of the three criteria that would compel them to utilize the high density standards.

Compatibility of all uses within the proposed district classification with other properties

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for Mini-warehouse storage (4225).

MAJOR GROUP	INDUSTRY GROUP	RA	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Not Permitted
Manufacturing		Permitted with SR	Not Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	Mini-Warehouses
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): Area around the intersection of Old Beatty Ford Rd and Bostian Rd is mostly zoned RA with one CBI-CD zoned lot for a well drilling contractor business. Most the other uses in the area are residential aside from the Landis Church of God and the Kannapolis Lodge both located off of Bositan Rd.

Potential impact on facilities such as roads, utilities and schools

Roads: The new section of Old Beatty Ford Rd. that the site accesses from does not have traffic count data available yet. The NC DOT has already issued a driveway permit 20-030-RD for the proposed use.

Utilities: N/A

Schools: N/A

Planning Board Meeting February 22, 2021

The Rowan County Planning Board held a curtesy hearing for Z 01-21 at their February meeting. The Planning Board had a few questions about the options for meeting the watershed requirements. The Board agreed that an SNIA permit process was the preferred process for meeting watershed requirements on a small scale development in WS IV watersheds. The Board had no questions for the applicant and no one spoke during the curtesy hearing.

The Board approved the request with the following statements.

Statement of Consistency – The proposed use is consistent with the Eastern Land Use Plan; the I-85 Corridor and US Hwy 29 overlays. The same type of zoning was approved on the site across the road for a well drilling facility. The CBI-CD is specific and any changes would require board approval. The use is needed in a growing community and is non- detrimental.

Statement of Reasonableness – The tract is 3.8 acres and is compatible with current land use plan as well as future land use. It is located in a commercial community node. The conditional use district minimizes any other uses and any changes would have to be approved by the board. Same type of use exists across the street and was approved for the same type of zoning CBI-CD. The proposed use is good for both business and residential use.

Decision making and procedures

Decision Making: In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / 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 boards “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

Procedures: The Planning Board 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 [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is “reasonable”. While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- Size and nature of the tract;
- Compatibility with existing plans;
- The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
- The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The Board can consider adding mutually agreed upon conditions to the request.

Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet

SITE PLAN of Tract 1B Plat Book 9995, Page 9456 Tax ID 140 242

China Grove Township,
Rowan County,
North Carolina
Listed Property of: K-Town Homes LLC
119 West Avenue
Kannapolis, NC 28081

Plan prepared: January 14th, 2021
The total acreage to be divided is 5.963± acres .
There is one deeded tract. The total number of resulting lots is two.
The current zoning for the entire neighborhood is RA (Rural Agricultural District).
The side and rear lot lines are subject to a 10-foot utility easement.
Lots to be served by private wells & private septic tanks.

Principal building setbacks: ___' front; ___' side; ___' rear.
___' side street setback
Accessory building setbacks: ___' side; ___' rear.

This plat is subject to any rights-of-way, easements,
or agreements of record prior to the date of this survey.

Broken lines indicate boundaries not surveyed.

The property is located within the
Coldwater Creek (Lake Fisher) WS-IV watershed.

A portion of this property does lie within a Special Flood
Hazard Area Inundated by 100-year Flood (Zone X) as shown on
FIRM Map Number 3710562500K, effective date: June 16th, 2009.

This site plan was prepared by:
John A. McHenry, PLS NC-3676
175 Rainey Road
Salisbury, NC 28081
704-431-2687

Tax ID 140 205
Wade Sutherland
Deed Book 1118, Page 496
Residential Use

Tax ID 140 007
K-Town Homes LLC
Tract 1A, Plat Book 9995, Page 9456
Vacant

Comments Box

Requested Zoning District: CBI-CD
Setbacks for CBI-CD (front 50', side 10', rear 10', & side street 30')
Subject Tract's Existing Use: Vacant
Adjoining Uses: Institutional, Residential, & Vacant (as shown)
Fencing material: 8 Ft tall black powder coated chain link with barbwire on top
Driveway: NCDOT Permit # 30-030-RD issued 10/30/20.
Square footage of each building: shown on plan
Pass through units: removed from plan
Pavement material: gravel
Curb and gutter provided: no
Number of dumpsters: zero
Dumpster enclosures: none
Total impervious surface coverage:

On-site Impervious Surface Calculations
38,317 sq. ft. - gravel
1,400 sq. ft. - concrete entrance apron
25,800 sq. ft. - buildings
Total Impervious area - 65,517 sq. ft.
Total tract area - 167,314 sq. ft.
Percentage Impervious Surface 39.2%

Waster supply watershed: WS IV Cold Water Creek.
Storm water control measures proposed? See erosion control plan
Floodplain: 18 sqft± AE zone at northeast corner of Tract 1B
FIRM panel and effective date: FIRM Map Number 3710562500K, June 16th, 2009.
Number of employees? zero
Proposed hours of operation: 24/7 access
Designated parking areas: None. Loading and unloading areas of units shown.
Proposed lighting: Security lighting will be attached to buildings
Existing trees in the setbacks: Yes
Building materials: Steel framing & structure over concrete foundation

VICINITY MAP
NOT TO SCALE

Zone AE Flood Hazard boundary
imported from fris.nc.gov

Tax ID 140 007 101
Landis Church of God
Deed Book 749, Page 24
Institutional Use

NC Grid Coordinates
NAD 93(2011) datum
N 653492.33 sft
E 1528488.69 sft
1" looped bar found

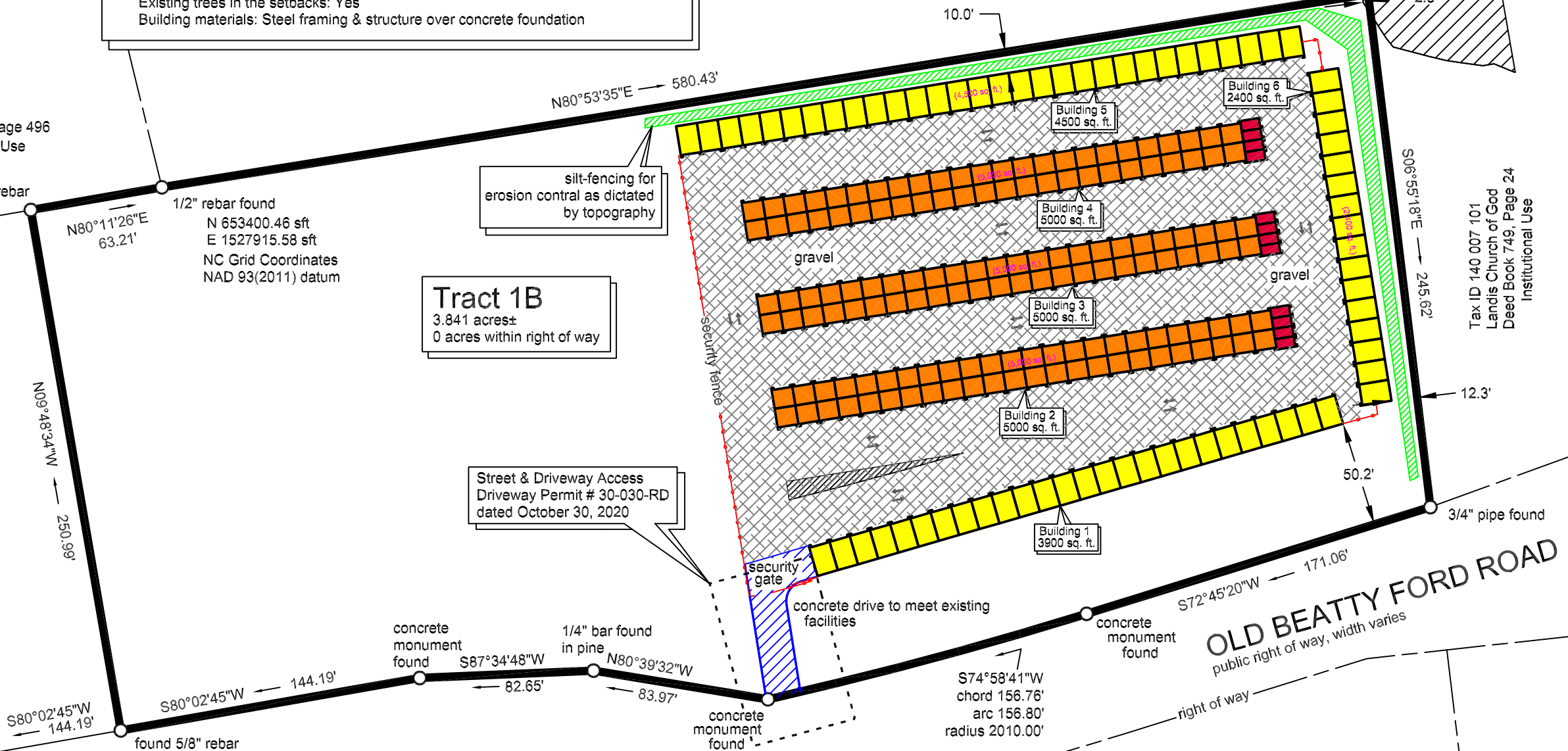
Tax ID 140 007 101
Landis Church of God
Deed Book 749, Page 24
Institutional Use

Tract 1B
3.841 acres±
0 acres within right of way

Street & Driveway Access
Driveway Permit # 30-030-RD
dated October 30, 2020

N.C. Grid North - NAD 83(2011)

0 60' 120'
Grid Distance 1" equals 60 feet



SITE PLAN of Tract 1B Plat Book 9995, Page 9456 Tax ID 140 242

China Grove Township,
Rowan County,
North Carolina
Listed Property of: K-Town Homes LLC
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Kannapolis, NC 28081

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Deed Book 1118, Page 496
Residential Use

Tax ID 140 007
K-Town Homes LLC
Tract 1A, Plat Book 9995, Page 9456
Vacant

Comments Box

Requested Zoning District: CBI-CD
Setbacks for CBI-CD (front 50', side 10', rear 10', & side street 30')
Subject Tract's Existing Use: Vacant
Adjoining Uses: Institutional, Residential, & Vacant (as shown)
Fencing material: 8 Ft tall black powder coated chain link with barbwire on top
Driveway: NCDOT Permit # 30-030-RD issued 10/30/20.
Square footage of each building: shown on plan
Pass through units: removed from plan
Pavement material: gravel
Curb and gutter provided: no
Number of dumpsters: zero
Dumpster enclosures: none
Total impervious surface coverage:

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Building materials: Steel framing & structure over concrete foundation

VICINITY MAP
NOT TO SCALE

Zone AE Flood Hazard boundary
imported from fris.nc.gov

Tax ID 140 007 101
Landis Church of God
Deed Book 749, Page 24
Institutional Use

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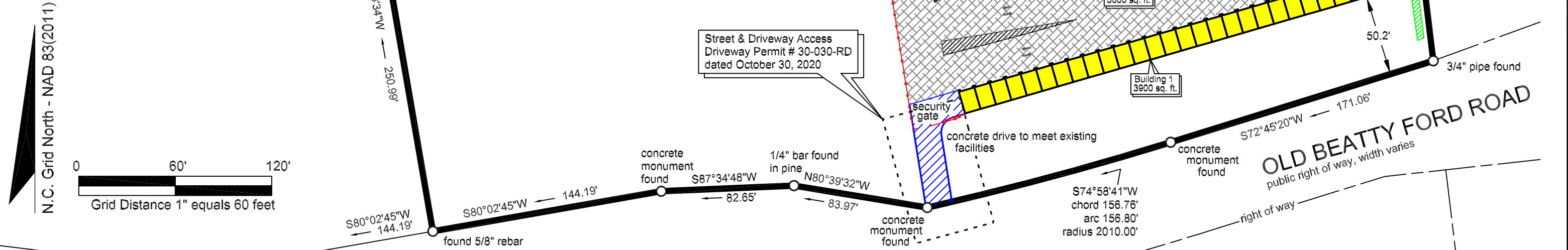
Tax ID 140 007 101
Landis Church of God
Deed Book 749, Page 24
Institutional Use

Tract 1B
3.841 acres±
0 acres within right of way

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N.C. Grid North - NAD 83(2011)

0 60' 120'
Grid Distance 1" equals 60 feet





Rowan County Department of
Planning & Development
402 N. Main Street Suite 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z
Date Filed _____
Received By _____
Amount Paid _____

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: K Towny Homes, LLC
Signature: [Signature]
Phone: (704) 642-7475 Email: jr@insurance-mia.com
Address: 119 West Ave Kannapolis, NC 28081

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Raymond N. McMillan, Jr.
Signature: [Signature]
Phone: (704) 642-7475 Email: jr@insurance-mia.com
Address: 260 Whisper Dr. China Grove, NC 28023

PROPERTY DETAILS:

Tax Parcel(s): ~~140 000~~ & 140 242 Size (sq.ft. or acres): 6.17 Acres
Property Location: 1770 Boston Rd China Grove, NC 28023
Current Land Use: VACANT
Date Acquired: 8/21/2020 Deed Reference: Book 1355 Page 249

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CB1-CD

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), K Town Homes, LLC, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): [Signature]

Date: 1/26/2021

Name of Applicant / Agent: Raymond H. McMillan, Jr.

Address: 260 Whisper Dr. China Grove, NC 28023

Phone Number: (704) 642-7475

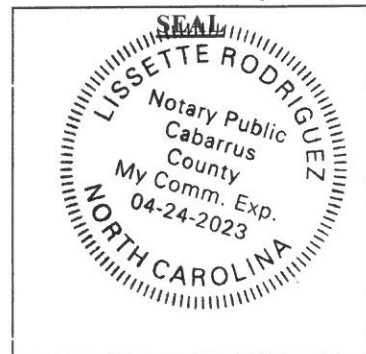
IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC COUNTY OF COLUMBUS

I, Lisette Rodriguez, a Notary Public for said County and State, do hereby certify that Raymond H. McMillan Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 04/24, 2023.

Lisette Rodriguez



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board
Courtesy Hearing: ____/____/____ 3. Notifications Mailed: ____/____/____ 4. Property Posted:
____/____/____ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners
Public Hearing: ____/____/____ 7. Notifications Mailed: ____/____/____ 8. Property Posted:
____/____/____ 9. Dates Advertised: 1st ____/____/____ 2nd ____/____/____ 10. BOC Action: Approved
_____ Denied _____ 11. Date Applicant Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner
DATE: 3/26/21
SUBJECT: Consider SNIA 03-21; K-Town Homes

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from K-Town Homes in tandem with their rezoning request Z 01-21 to construct a mini storage facility at the 1000 block of Old Beatty Ford Rd.

Reference the attached Staff Report, site plan and application.

STAFF RECOMMENDATION

Approve/deny/table SNIA 03-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/25/2021	Cover Memo
Site Plan	3/25/2021	Cover Memo
Application	3/25/2021	Cover Memo



Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: April 5, 2021
RE: SNIA 03-21

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table **SNIA 03-21**

REQUEST

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from K-Town Homes in tandem with their rezoning request Z 01-21 to construct a mini storage facility at the 1000 block of Old Beatty Ford Rd. Approving this request would allow the project to exceed the administrative allowance of 24% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Cold Water 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 24% limitation and permit up to 70% coverage.

Applicant:	K Town Homes	Property Owner:	K Town Homes
Location:	1000 Block Old Beatty Ford Rd.	Tax Parcel:	140 242
Zoning:	Requested CBI-CD	Purpose:	Mini Storage
Watershed:	WS IV PA (Cold Water Creek)		

STAFF CALCULATIONS

- Total lot area (less r/w): **3.84 AC**
- Current total built upon area: **N/A**
- Proposed structure size: **25,800 sq.ft.**
- Proposed other improvements: **39,717 sq.ft.**
- Total coverage after development: **65,517 sq.ft. (39.2%)**
- Allowable coverage by right: **40,155 sq.ft. (24%)**

- Cold Water Creek Watershed Acreage Total: **4,975 AC**
- Acres approved for SNIA: **8.96 AC out of possible 497.5 AC**
- Percentage removed from 10% allocation total: **1.8%**

STAFF COMMENTS

This request meets all standards for approval.

SITE PLAN of Tract 1B Plat Book 9995, Page 9456 Tax ID 140 242

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119 West Avenue
Kannapolis, NC 28081

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Wade Sutherland
Deed Book 1118, Page 496
Residential Use

Tax ID 140 007
K-Town Homes LLC
Tract 1A, Plat Book 9995, Page 9456
Vacant

Comments Box

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Subject Tract's Existing Use: Vacant
Adjoining Uses: Institutional, Residential, & Vacant (as shown)
Fencing material: 8 Ft tall black powder coated chain link with barbwire on top
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NOT TO SCALE

Zone AE Flood Hazard boundary
imported from fris.nc.gov

Tax ID 140 007 101
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Institutional Use

NC Grid Coordinates
NAD 93(2011) datum
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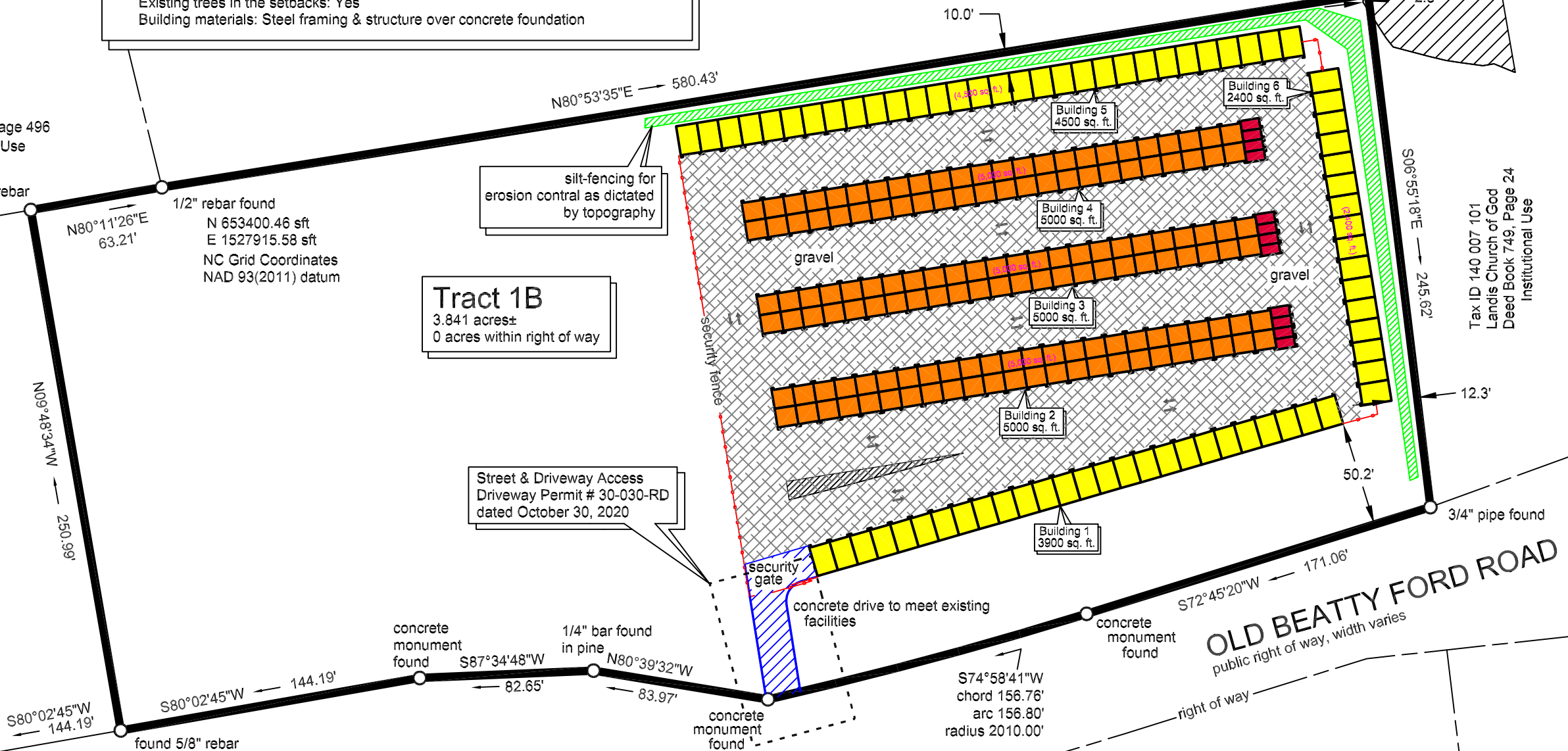
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Street & Driveway Access
Driveway Permit # 30-030-RD
dated October 30, 2020

N.C. Grid North - NAD 83(2011)

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Case # SNIA
Date Filed _____
Received By _____
Amount Paid _____

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: 15 Town Homes, LLC
Signature: [Signature]
Phone: (704) 642-7475 Email: jr@insurance-mia.com
Address: 119 West Ave
Kannapolis, NC 28081

APPLICANT / AGENT INFORMATION:

Name: Raymond H. McMillan, Jr.
Signature: [Signature]
Phone: (704) 642-7475 Email: jr@insurance-mia.com
Address: 260 Whisper Dr.
China Grove, NC 28023

PROPERTY DETAILS: (RM)

Tax Parcel: ~~140007~~ + 140242 Zoning District: CBI-CD
Location: 1770 Boston Rd. China Grove, NC 28023
Size (sq. ft. or acres): _____ Watershed: _____
Current Land Use: _____

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

Mini Storage Facility

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 0 sq.ft. Proposed 25,800 sq.ft.

Other Impervious Coverage: Existing 0 sq.ft. Proposed 45,617 sq.ft.

Remaining Undeveloped Area: 41,797 sq.ft. 48.9 % of Property

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

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

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.

Attached: Yes ☐ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.

Reanna
Signature

1/26/2021
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: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner
DATE: 3/26/21
SUBJECT: Consider PE 01-21; Dorsett Chapel United Church of God

Dorsett Chapel United Church of God is requesting a Permit to Exceed for outdoor services at their church on May 16th, June 20th, July 11th, August 1st, September 12th, and October 3rd, 2021. These services will consist of music and preaching. The applicant expects the services to have around 100-150 people. Dorsett Chapel United Church of God is located at 1280 Hollywood Dr. Spencer NC, further referenced as Tax Parcels 044-(044, 045, 074).

Approve/Deny/Table PE 01-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/25/2021	Cover Memo
Site Plan	3/25/2021	Cover Memo
GIS Map	3/25/2021	Cover Memo
Application	3/25/2021	Cover Memo



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341

Main: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: March 26, 2021
RE: **PE 01-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Receive staff report ☐ Receive public comments
☐ Discuss request ☐ Approve / Deny / Table **PE 01-21**

REQUEST

Dorsett Chapel United Church of God is requesting a Permit to Exceed for outdoor services at their church on May 16th, June 20th, July 11th, August 1st, September 12th, and October 3rd, 2021. These services will consist of music and preaching. The applicant expects the services to have around 100-150 people. Dorsett Chapel United Church of God is located at 1280 Hollywood Dr. Spencer NC, further referenced as Tax Parcels 044-(044, 045, 074).

The church had an outdoor service during the COVI-19 epidemic on August 2nd, 2020, and had some neighbors in the area complain to local law enforcement. To comply with the Noise Ordinance the Church applied and received a Permit to Exceed for a service on September 8th 2020. To continue to comply with the ordinance they are requesting a Permit to Exceed for six more planned outdoor services. While there are some exceptions to the noise ordinance, outdoor church services do not fall under any of the exceptions. Currently the only way for the church to conduct an outdoor service and comply with the noise ordinance is through the Permit to Exceed process, which prompted this request.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the*

general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet.”

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a “permit to exceed” when the event is open to the public.

APPLICATION REVIEW

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

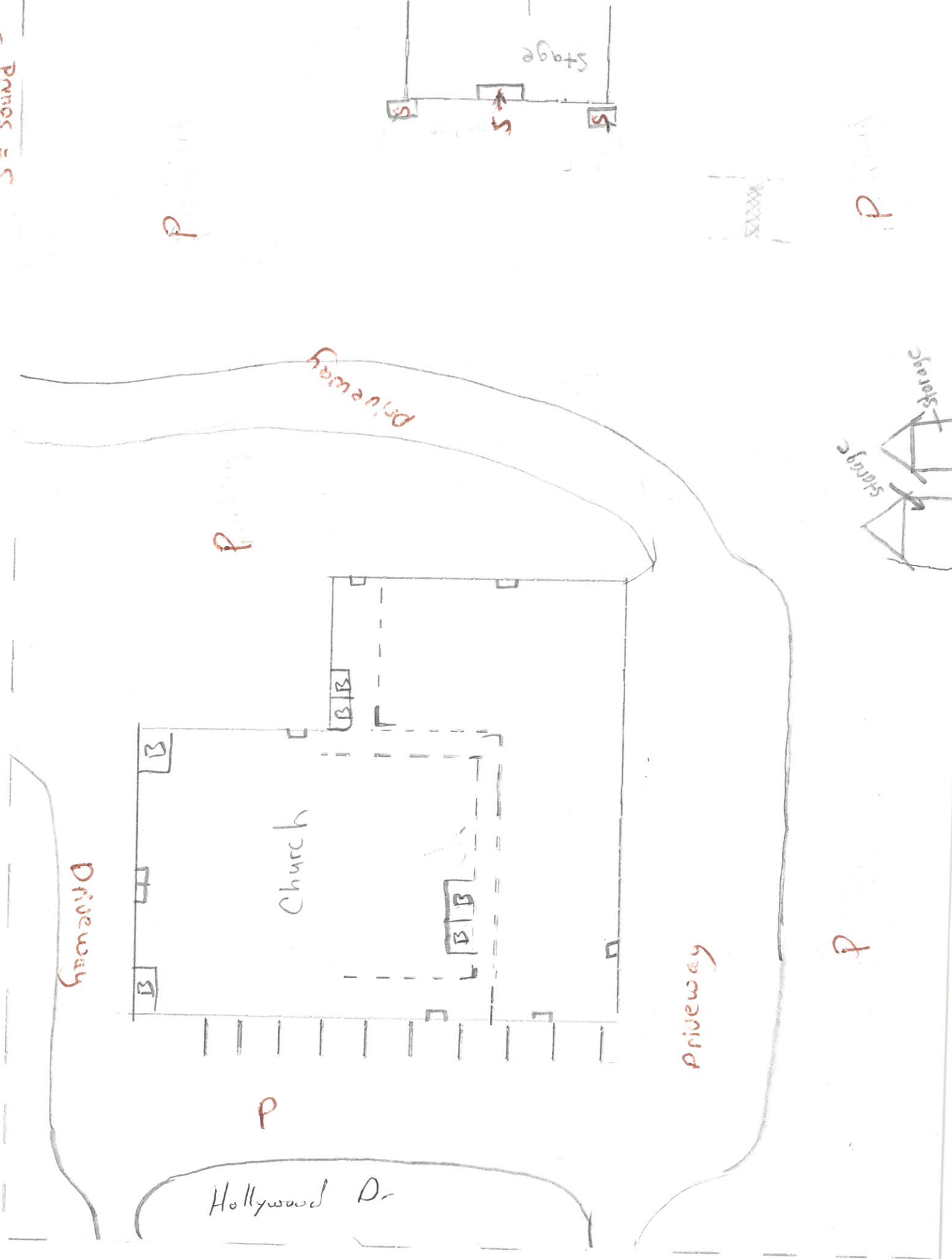
1. The timeliness of the application
Finding: Planning Staff received this application on March 3rd well in advance for consideration on April 5th.
2. The nature of the requested activity
Finding: This event is an outdoor worship service.
3. Previous experience with the applicant.
Finding: This is the second time Planning staff have received a request from this applicant and have had no issued with the applicant.
4. The time of the event.
Finding: The events will begin on Sundays at 10:00am, and end at 2:00pm the same day.
5. Other activities in the vicinity of the proposed event.
Finding: None to knowledge.
6. Frequency of the event.
Finding: Six times proposed.
7. Cultural or social benefits of the proposed event.
Finding: The applicant expects to attract an estimated 100-150 people.
8. The effect of the activity on any adjacent residential area.
Finding: see attached map of area properties.
9. Previous violations, if any, by the applicant.
Finding: Loud music complaint on August 2nd, 2020.
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

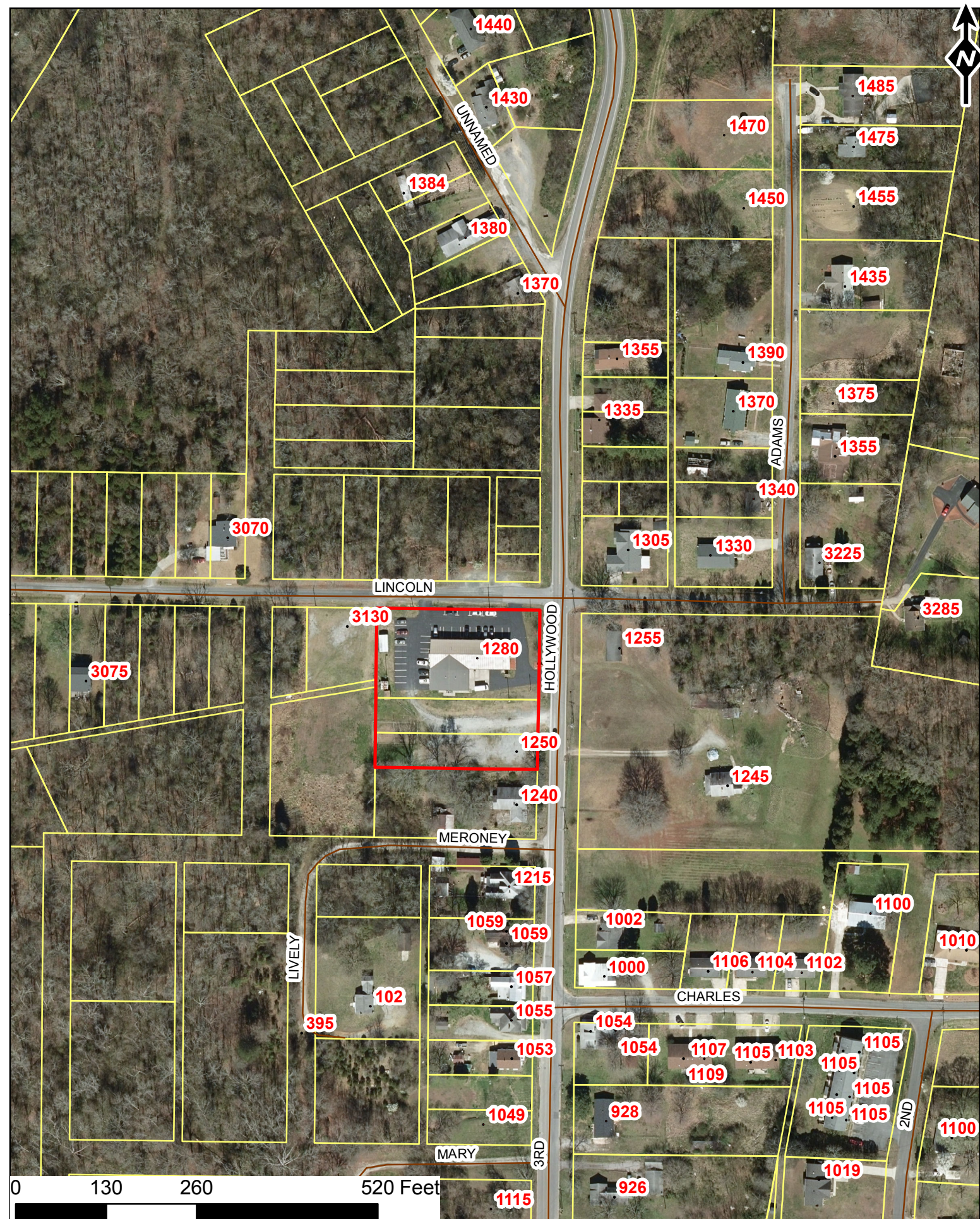
Finding: The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on March 26th regarding this application (10 days notice before the BOC meeting and seven weeks before the first event).

STAFF COMMENTS

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

B = Bathroom
P = Parking
S = Sound





PE-01-21: Dorsett Chapel United Church of God

Legend



Site



Roads



Parcels



Structures

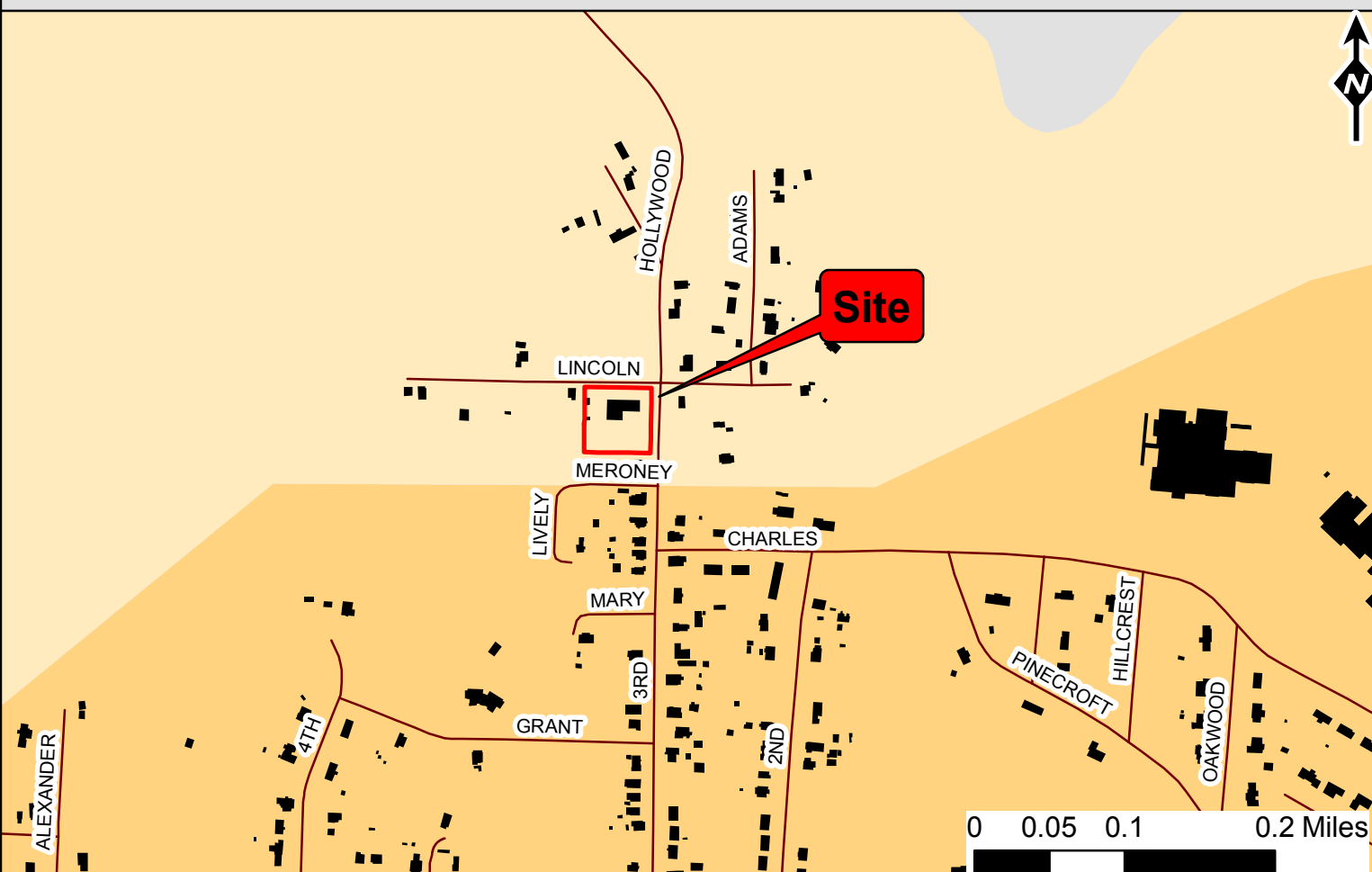
ZONING

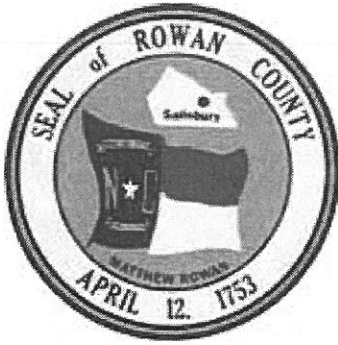


Spencer ETJ



Spencer Town





Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # PE
Date Filed 3-3-21
Received By A. Poplin
Amount Paid pd cash 50.00
Office Use Only

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Dorsett Chapel United Church of God

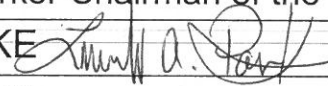
Signature: _____

Phone: (704)637-6759 Email: dorsettchapel@yahoo.com

Address: 1280 Hollywood Drive, Salisbury NC 27159

APPLICANT / AGENT INFORMATION:

Name: Lamando Parker Chairman of the Trustee Board

Signature: LAPARKE  Digitally signed by LAPARKE
Date: 2021.03.02 16:32:30 -05'00'

Phone: (704)224-3479 Email: lamandoparker@gmail.com

Address: 912 Hawkinstown Road, Salisbury NC 28144

PROPERTY DETAILS:

Tax Parcel: 0440440 Size (sq.ft. or acres): 2 Acres

Location of Event: 1280 Hollywood Drive, Salisbury NC 27159

Current Land Use: Worship services Zoning District: Salisbury

PURPOSE:

State Purpose of Request:

To have outside church services due to the Covid- 19 Decease

Date(s) of event: Apr 4, May 16, Jun 20, Jul 11, Aug 1, Sep 12, and Oct 3, 2021 Begin Time: 10:00 am End Time: 2:00 pm

Anticipated Number of Attendees: 75 to 125 participants

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners
Meeting: ____/____/____ 3. Notifications Mailed: ____/____/____ 4. Property Posted:
____/____/____ 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant
Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 17, 2021
SUBJECT: Discussion Regarding No Wake Zone Extension At Tamarac Shores Marina (Continued from March 15, 2021)

The Board conducted a public hearing on March 15, 2021 to consider a request from Michael Barron of Tamarac Shores Drive for an extension of the No Wake Zone (NWZ) in the vicinity of Tamarac Shores Marina.

The Board tabled a decision in order to obtain more information from the NC Wildlife Resources Commission (WRC) pertaining to questions raised by Mr. Barron about existing buoys.

According to Betsy Haywood, Water Safety Rulemaking Coordinator, the Assessment by the WRC Officer is far south of what Mr. Barron requested; however it does protect the cove entrance, as well as the entire cove. The Officer's recommendation would require two (2) additional buoys since two (2) of the buoys mark the existing NWZ.

Ms. Haywood provided three (3) maps, which are attached. The Board's vote (Resolution) would be to simply extend the existing NWZ but not to approve the number or placement of buoys. The Board must put in the application whether it wants to extend the NWZ where the Officer's map shows it, or if the Board wants to extend the NWZ to north of Mr. Barron's dock.

Map #1. Rowan County proposed extension requested by Michael Barron

Map #2. Tamarac Shore NWZ suggested area drawn by Law Enforcement – he actually hatch marked the entire cove to show it would be protected and would start outside the mouth of that cove.

Map #3. Rowan Tamarac Shores Possible Markers (as the northernmost point of the NWZ this map used the coordinates suggested by law enforcement. When an official map is drawn we will make sure each coordinate is taken to five places to the right of the decimal. But these locations are in the right spot.)

If the Board wishes to proceed with the application for rulemaking, the Board will need to adopt a Resolution

and allow the Clerk to submit the Resolution and a completed D-1 Form to the WRC.

The attached Resolution was drafted based on the WRC Officer's recommendation but the Board may revise the Resolution as it deems appropriate. If the Board does not keep the WRC Officer's recommendation, Ms. Haywood will present the application but be obligated to explain any deviation from the assessment.

Mr. Barron has agreed to purchase the buoys, if approved. County Attorney Jay Dees has provided a Memorandum of Agreement to be entered with Mr. Barron for the purchase, repair and placement of any No Wake Buoys.

ATTACHMENTS:

Description	Upload Date	Type
No-Wake Zone Water Safety Hazards Matrix	3/29/2021	Cover Memo
Correspondence From Water Safety Rulemaking Coordinator	3/29/2021	Cover Memo
Map - Proposed Extension from Michael Barron	3/29/2021	Cover Memo
Map - Proposal From WRC Officer	3/29/2021	Cover Memo
Map - Tamarac Shores Possible Markers	3/29/2021	Cover Memo
WRC Required Steps	3/29/2021	Cover Memo
D-1 Form (New)	3/29/2021	Cover Memo
Memorandum of Agreement - Purchase, Repair and Placement of No Wake Buoy Resolution	3/31/2021	Cover Memo
	3/31/2021	Cover Memo



NO-WAKE ZONE WATER SAFETY HAZARDS MATRIX

SECTION 1:

Name of organization/entity: *Rowan County Board of Commissioners*

Primary contact information: *Carolyn Barger, Clerk to Board 704-216-8181. Michael Barron, 360 Tamarac Shores Drive, Salisbury Michael.t.barron@williams.com*

Exact location of requested no-wake zone:

Body of water and County: *High Rock Lake Rowan County*

Location: *Area 50 yards north of 360 Tamarac Shores Drive extending south as extension of no wake zone at the Tamara Shores Marina and adjacent cove.*

Popular name of area, if any: _____

Width of No-Wake Zone: Narrowest Point: _____ Widest Point: _____

Brief Description of area (example: bridge overpass, obstructed views, Intracoastal Waterway; etc) *This rule was enacted in 1978 and has not been touched since.*

Tamarac Marina and surrounding area have grown, wiith a campground far back in the cove, boats and swimmers, fishing, and marina use creating various water safety hazards. There is a blind curve at the north, into the cove adjacent to the marina, that currently is not part of the no-wake zone.

Attach map of designated no-wake zone

One map shows proposed extension of no wake zone within 50 yards of shoreline, north of the Tamarac Marina and including the cove. The other map was submitted by Mr. Barron and shows conflicting water recreation uses of the busy and small area, marked with yellow pushpins.

Ensure proposed no-wake zone map/and or location is agreed upon by point of contact

Attach detailed reason given from point of contact for the request

Please see email with attached photos and videos. Boaters travel too fast and too close to swimmers who are in same area with parked boats, and in the busy cove with blind sight lines and a campground with a great deal of boat traffic. Boats are endangering residents who own the dock near the entrance of the cove. They believe that an extension of the existing no wake

zone to accommodate the hazards caused by growth of the area will slow boat traffic down and protect the cove and the marina.

Is the proposed no-wake zone located within an area that is regulated by the U.S Army Corps of Engineers or the Division of Coastal Management (CAMA) i.e.; Intracoastal Waterway?

YES ☐

NO ☒

(When dealing with the point of contact, please advise that placement of markers in these waters is subject to prior approval of above agency in waters where applicable. NCWRC has no authority to supersede these rules.)

SECTION 2:

PUBLIC SAFETY HAZARD

What public safety hazard exists? Area is used as a marina for Tamarac and the nearby Campground. People also swim in this area.

Is this a public swimming or recreational area?

NO ☐

YES ☐ would the establishment of a roped swimming area or placement of no-wake regulatory buoys be more appropriate? ROPED SWIM AREA ☐

NO-WAKE BUOYS ☒

SECTION 3:

NAVIGATIONAL HAZARDS

Identify any and all potential hazards associated with the proposed no-wake zone (check all that apply)

OBSTRUCTIONS ☐ (Identify) _____

NARROW CHANNEL ☐ (give approximate width) _____

SHALLOW WATER ☐ (give average depth) _____

OBSTRUCTED VISION ☐ (for approximately how great a distance) _____

STRUCTURES (Check all applicable)

☐ DAM

☐ LOCK

☐ SPILLWAY

☐ JETTY

☐ FLOOD CONTROL STRUCTURE

☐ SUBMERGED STRUCTURE

☐ TRESTLE

☐ SANDBAR

☐ POWER LINE

☐ SHOAL

☐ FUELING DOCK

☐ PRIVATE DOCKS

☒ RESTAURANT DOCKS

☐ BRIDGE

☐ ACCESS AREA/BOAT LAUNCH

☐ PIER

OTHER (list and describe) _____

SECTION 4:

If approved, will the no-wake zone extend into a designated channel?

NO ☐

YES ☒ (if yes, identify on map)

What is the total distance boaters will travel at a no-wake speed 150 feet

Estimated time to travel for boaters through the proposed no-wake zone at no-wake speed 2-3
minutes

SECTION 5:

List any other known incidents, safety concerns or problems that have occurred? _____

Rate traffic density in this area from light to heavy

LIGHT 1 2 3 4 5 6 7 8 9 10 HEAVY

Is traffic density specific to weekend/and or holidays? YES

Does traffic density or ability to maneuver a vessel due to traffic cause safety issues? YES ☒
NO ☐

Rate the likelihood of an incident occurring in this area compared to other similar areas on this same body of water **VERY UNLIKELY** 1 2 3 4 5 6 7 8 9 10 **MORE LIKELY**

SECTION 6:

OFFICER ASSESSMENT OF WATER SAFETY HAZARDS

YES: ☒

NO: ☐

Reasons:

I agree that this area needs to be a NWZ. The area is used as a boat docking area for the restaurant/bar. It is adjacent to the current NWZ and fuel dock as well. The cove is used as a boat docking area for the campground at Tamarac Shores. There are a lot of boats and people congregated in this area during the weekend and holidays. The current NWZ was made a long time ago and this addition will account for the change in activity over the years in this area. I have adjusted the points of where the NWZ should be based on need. The proposed NWZ included two private docks that do not need to be encompassed into this NWZ. My proposed area would address the safety issues in the area.

Officer: SGT Scott Strickland

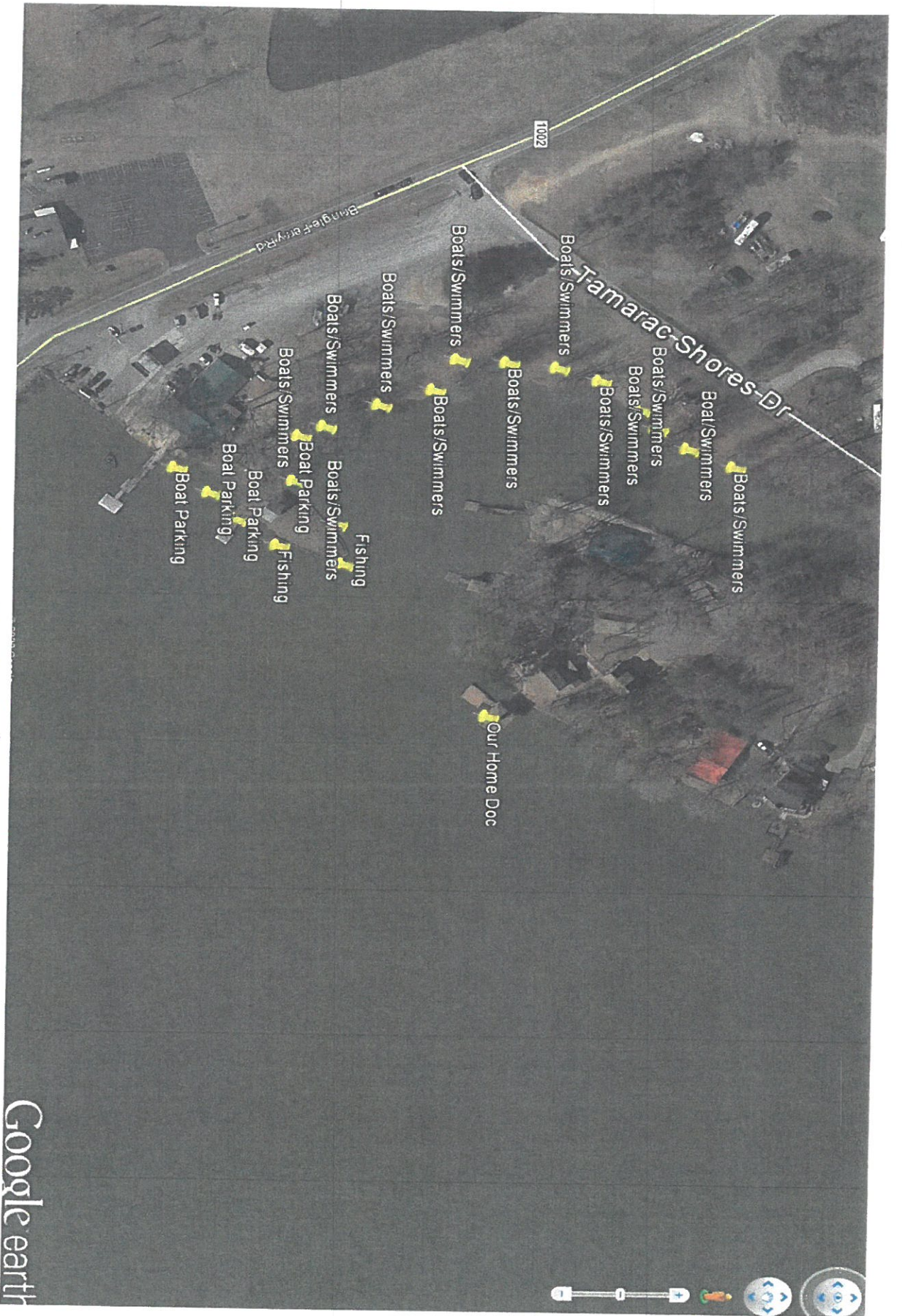
Date: 09/9/2020

Rowan Co High Rock Lake Proposed Extension at Tamara Shores Marina and Cove

Write a description for your map.

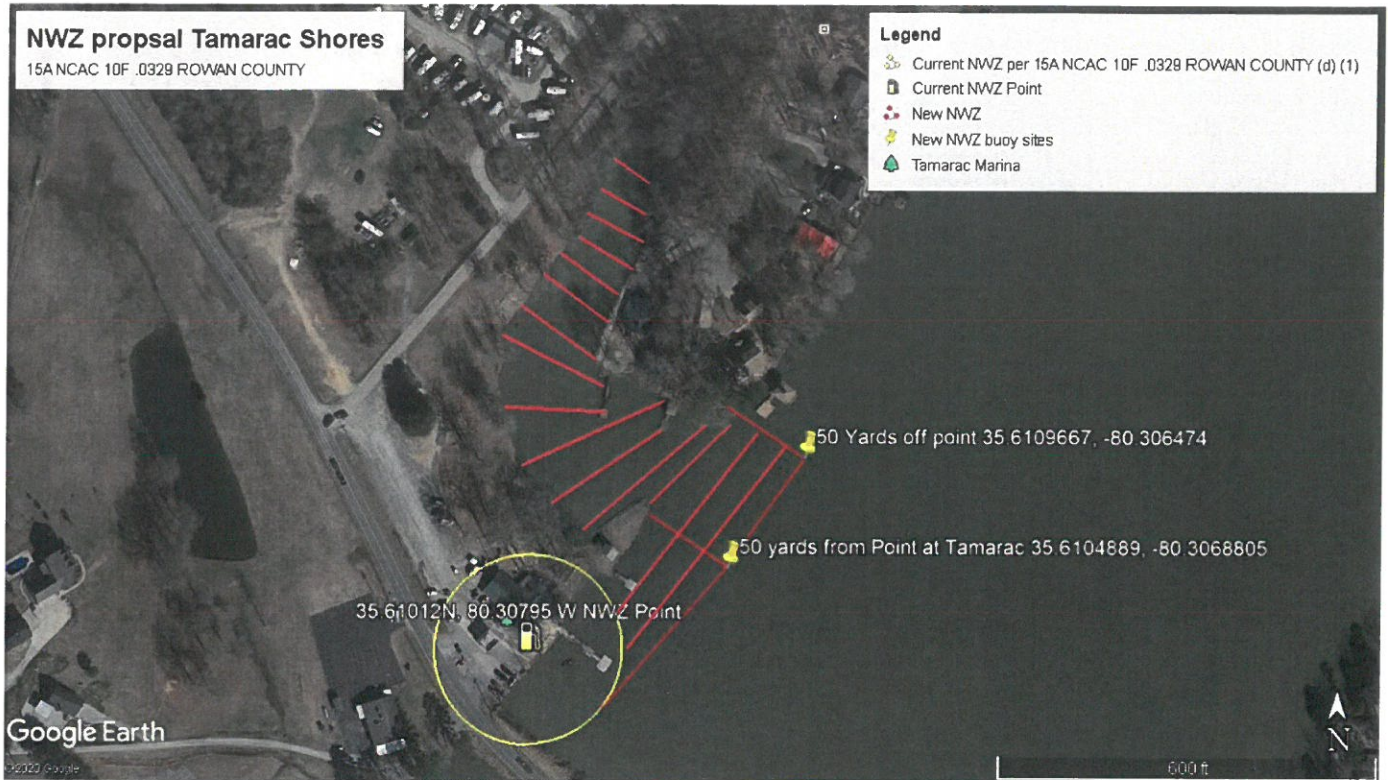


MR BARKER'S SUGGESTED EXTENSION



Google earth

MAP SHOWING RECREATIONAL ACTIVITIES



ENFORCEMENT ASSESSMENT

Barger, Carolyn M

From: Haywood, Betsy <betsy.haywood@ncwildlife.org>
Sent: Wednesday, March 24, 2021 4:45 PM
To: Barger, Carolyn M
Subject: FW: Rowan High Rock Lake Proposed Extension at Tamarac Shores
Attachments: Rowan Co High Rock Lake Tamarac Shores Marina Proposed Extension requested by property owner (002).jpg; Tamarac Shores NWZ drawn suggestion by LEO.jpg; Rowan Tamarac Shores Possible Markers (002).jpg; D-1-Application-form.pdf; D-1-Application-form with signature NEW.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Hi Carolyn,

Please forgive the delay in sending you a revised fillable form. It is attached and hope that it will meet your needs. Please let me know if I can assist further.

Sincerely, Betsy

*Betsy Haywood
Water Safety Rulemaking Coordinator
Law Enforcement Division
(919)707-0013*

From: Haywood, Betsy
Sent: Tuesday, March 16, 2021 7:00 PM
To: Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>
Subject: Rowan High Rock Lake Proposed Extension at Tamarac Shores

Hi Carolyn,

Attached are three maps -

1. Rowan Co Proposed extension requested by Michael Barron
2. Tamarac Shore NWZ suggested area drawn by Law Enforcement – he actually hatch marked the entire cove to show it would be protected and would start outside the mouth of that cove.
3. Rowan Tamarac Shores Possible Markers (as the northernmost point of the NWZ this map used the coordinates suggested by law enforcement. When an official map is drawn we will make sure each coordinate is taken to five places to the right of the decimal. But these locations are in the right spot.)

You can see that our assessment is far south of what Mr. Barron wanted and it does protect the entrance to that cove and the entire cove. I have seen a lot of proposed no wake zone maps and nothing about this one strikes me as too small to protect that cove plus the marina. By law when a vessel's bow crosses the imaginary line where the marker is, it must have slowed to no-wake speed, or a speed that does not throw an appreciable wake. A boat does not have to be at no-wake speed before it comes to a marker. That would be impossible to enforce and would unnecessarily restrict public trust waters.

Attached is the newly revised fillable application form for Rowan County to complete and send to me as soon as possible (next WRC meeting is April 22). Please make sure that all know that this application is heard to begin the process. Residents will have an opportunity to comment on the record as soon as the text is published in the NC Register. I'll of course send you those dates and we will publish the date of the virtual public hearing and the address to comment in writing (which is so much better.)

Sincerely, Betsy

*Betsy Haywood
Water Safety Rulemaking Coordinator
Law Enforcement Division
(919)707-0013*

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Rowan Co High Rock Lake Proposed Extension at Tamara Shores Marina and Cove

Write a description for your map.

Legend

- 0
- 15A NCAC
- 50 yards
- Carolina Fine Grading
- Jimmy's Lakeside Restaurant
- Line Measure
- Tamarac Marina
- Tamarac Shores Dr

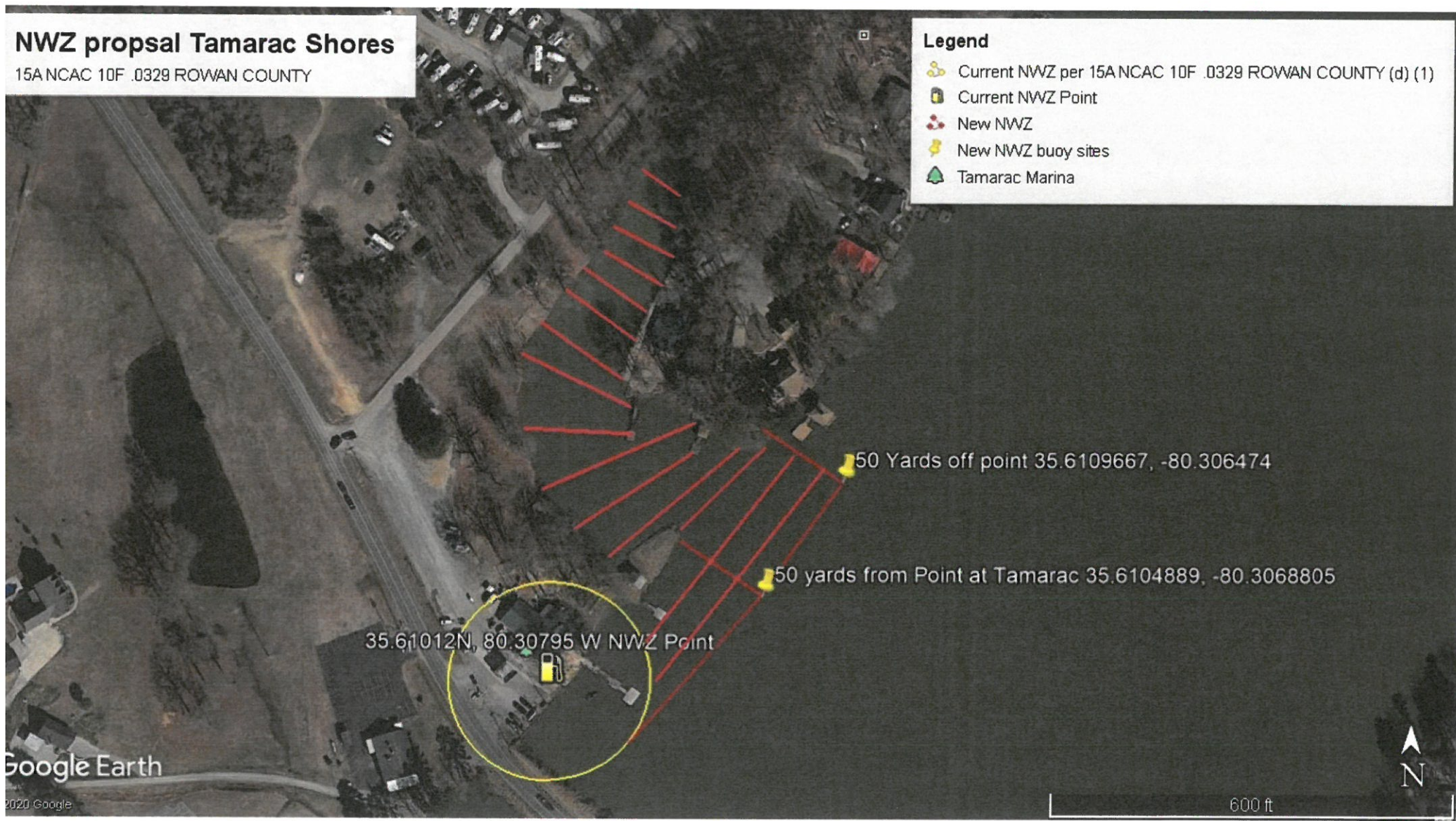


NWZ propasal Tamarac Shores

15A NCAC 10F .0329 ROWAN COUNTY

Legend

- Current NWZ per 15A NCAC 10F .0329 ROWAN COUNTY (d) (1)
- Current NWZ Point
- New NWZ
- New NWZ buoy sites
- Tamarac Marina



Rowan Tamarac Shores Possible Markers

Write a description for your map.

Legend

0

0

15A NCAC

Carolina Fine Grading

Jimmy's Lakeside Restaurant

Line Measure

NULL

NULL

Tamarac Marina

Untitled Placemark

Google Earth

©2020 Google

300 ft

APPLYING FOR A NO WAKE ZONE

REQUEST INVESTIGATION

The local unit of government contacts No Wake Zone Coordinator to request investigation of area to determine whether statutory authority may exist for establishment of a no wake zone. Coordinator requests that Enforcement provides a recommendation to the NWZ Coordinator about whether sufficient safety hazards exist to meet the statutory authority of the WRC to enact a no wake zone in public trust waters.

RESULTS OF INVESTIGATION

NWZ Coordinator provides the local unit of government with the recommendation of Enforcement as to whether a no wake zone is necessary.

DECISION TO APPLY

Local unit of government receives a recommendation to proceed.

OR

The local unit of government receives a recommendation that a no wake zone may not be statutorily necessary. The local unit of government still may decide to apply for action by the Wildlife Resources Commission

APPLICATION FOR RULEMAKING

If the local unit of government decides to proceed with rulemaking, the application process begins

- state that local unit of government has given public notice of intention to apply for rulemaking on waters within territorial limits of that subdivision of the State
- provide resolution from governmental unit requesting rulemaking
- state boating safety hazard or water safety hazard prompting request

complete D-1 application form

OSBM REVIEW

Upon receipt of application, No Wake Zone Coordinator submits a fiscal note for review by the Office of State Budget and Management. The agency must provide an analysis of the fiscal impact of any Administrative Rule (OSBM has 60 days to review)

OR

The Local unit of government decides not to proceed

No further action

CONSIDERATION BY THE NCWRC

The application for rulemaking and fiscal note review are considered by the NCWRC in official meeting.

OR

NCWRC APPROVES

NCWRC approves promulgating rulemaking for the proposed no wake zone by submitting Notice of Text in the NC Register for at least 60 days with an open comment period.

After the 60 day open comment period, the WRC, in official meeting, considers public comments and provides final adoption of the no wake zone rule.

NCWRC DENIES

NCWRC denies the applicant's request for no wake zone rulemaking. Denial by WRC is final.

No further action

RRC REVIEW

The adopted rule is sent to the Rules Review Commission for consideration of the rule at their next meeting (30 to 60 days) for

- statutory authority
- clarity
- necessity
- compliance with procedures

RULE BECOMES EFFECTIVE

With approval by RRC, the rule becomes effective on the first of the month following the meeting of the RRC and is codified in the North Carolina Administrative Code.

Rulemaking procedures must comply with requirements of the N.C. Administrative Procedure Act, NCGS 150B. Implementation timelines may vary due to regulatory reviews.



North Carolina Wildlife Resources Commission
Application for Water Safety Rulemaking on Navigable Waters of the State of North Carolina

1. Governmental Unit: _____ Date: _____
Contact Name: _____
Mailing Address: _____ Phone: _____
_____ Email: _____

2. In accordance with G.S. 75A-15, the above-named subdivision of the State applies to the North Carolina Wildlife Resources Commission for water safety rulemaking in the following waters:

Name of Body of Water, County, Location: _____

Popular Name (if any): _____

Describe Proposed Regulated Area – No-Wake Zone, Swim Area, Other:

3. Safety hazard prompting rulemaking request (No Wake Zones, marked swim areas, and mooring areas shall be approved to mitigate hazards to boater and recreational water safety):
The NC Wildlife Resources Commission is charged with promulgating water safety rules. By statute, No Wake Zones may be established in public trust waters **only** to mitigate hazards to boating safety. The statutory authority of the WRC **does not** allow creation of a no wake zone in some instances. Some of those instances include:

- Erosion
- Noise Abatement
- Property Damage
- Protection of Docks or Piers
- Future Development
- Wildlife Area Protection
- Wake issues for a particular type of vessel

Is the purpose of the requested NO WAKE ZONE for an area that falls into one of the instances listed above?

YES ☐ NO ☐

If YES, please know that the NCWRC by statute may not be able to approve the requested NWZ.

Does the proposed NO WAKE ZONE have any of the following water safety hazards?

- Known navigational hazards
- Structures in the area such as dams, spillways, flood control structures, trestles, power lines, and fueling docks
- Narrow and shallow waters
- Areas of obstructed vision
- Designated recreational or swimming areas
- Congested areas with high traffic
- History of documented accidents
- Public boat access areas
- Areas due to other circumstances present a critical risk to public safety

Does the requested NO WAKE ZONE include any of the above?

YES ☐ NO ☐

If yes, please explain which one(s) in detail:

4. Include the following information with your application:

- a. Statement that public notice was given of the intention to make application to the Wildlife Resources Commission for the Rule that is being proposed
- b. A resolution from the above-named governmental unit requesting rulemaking for the waters named in Item 2
- c. Affirmation that the local unit of government *or* a designee agrees to purchase and place markers that conform to U.S. Aids to Navigation (USATONS) standards to implement a Rule. The North Carolina Wildlife Resources Commission is required to submit a Fiscal Note to the Office of State Budget and Management to report the fiscal impact of a Rule on a state or local unit of government.

Regulatory markers that do not conform to USATONS standards and that are placed without authorization by the NC Wildlife Resources Commission shall be unlawful.

Mail or Email completed application and supporting documents to:

- **No Wake Zone Coordinator**
NC Wildlife Resources Commission
1717 Mail Service Center
Raleigh, NC 27699-1717
- nowakezonecoordinator@ncwildlife.org

Signature _____ Date _____

NORTH CAROLINA

ROWAN COUNTY

MEMORANDUM OF AGREEMENT
PURCHASE, REPAIR AND REPLACEMENT
OF NO WAKE BUOY

THIS AGREEMENT is made and entered into this the ___ day of _____, 2021, by and between Rowan County, a body politic (“County”), and Michael T. Barron (“Barron”).

WITNESSETH:

WHEREAS, the Barron has requested that County pursue certain approvals of resolutions requesting the NC Wildlife Commission (NCWC) review the appropriateness of placing two (2) “NO WAKE” buoys near the Barron’s property located within, adjacent or on High Rock Lake in the vicinity of Tamarac as depicted on the attached map; and

WHEREAS, County has taken formal action to submit materials to the NC Wildlife Commission and has approved the necessary resolution to effectuate such request understanding that final rule-making authority as to the actual approved location of said buoys lies with NCWC; provided, however, Barron’s obligations herein shall survive the final rule-making decision and are not dependent on whether NCWC adopts Barron’s requested location or adopts an alternate location as determined by NCWC.

NOW, THEREFORE, in consideration of County’s support and action, and Barron’s promises made herein below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Rowan County shall approve and submit necessary documents and resolutions to the NC Wildlife Commission requesting the commission study and adopt a rule regulating the placement of two (2) NO WAKE buoys on or near the Barron’s property on High Rock Lake.
2. Should such a rule be approved and adopted by the NC Wildlife Commission and the buoys placement approved, Barron hereby agrees to reimburse County for all costs associated with the purchase, maintenance, and future replacement of said NO WAKE buoys for so long as Barron desires the buoys to be so placed and maintained.

{Signature Page Follows}

Barron Agreement Signature Page.

This the day and year first above written.

ROWAN COUNTY

BY:

Its: Chairman/Manager

Michael T. Barron

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

RESOLUTION

To Establish an Extension of the No Wake Zone In Vicinity of Tamarac Marina

WHEREAS, under authority of North Carolina General Statutes Section 75A-15 any subdivision of the State of North Carolina may at any time, after public notice, make formal application to the Wildlife Resource Commission for special rules and regulations with reference to the safe and reasonable operation of vessels on any water within its territorial limits; and

WHEREAS, Rowan County has given public notice of its intention to make formal application to the Wildlife Resources Commission for special rules and regulations with reference to the safe and reasonable operation of vessels on High Rock Lake within the territorial limits of Rowan County, and for the implementation of the Uniform Waterway Marker System in all the waters of the County.

NOW, THEREFORE BE IT RESOLVED, that in accordance with NCGS 75A-15, the Board of Commissioners of Rowan County requests the North Carolina Wildlife Resources Commission to promulgate special rules and regulations with reference to safe and reasonable operation of vessels on the waters of High Rock Lake located in said County, the pertinent substance of which proposed regulations is as follows:

An area 50 yards north of 360 Tamarac Shore Drive extending south as extension of no wake zone at the Tamarac Shores Marina and adjacent cove, or, for any other distance as deemed appropriate by the Wildlife Resources Commission.

BE IT FURTHER RESOLVED, that the Rowan County Board of Commissioners requests the said Commission to promulgate regulations fully implementing the Uniform Waterway Marker System in all of the waters of said County.

This the 5th day of April, 2021.

Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: March 30, 2021
SUBJECT: Presentation By Hazen and Sawyer

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: March 17, 2021
SUBJECT: NE Rowan County Water System Chemical Booster Station - Certified Bid Tab

ATTACHMENTS:

Description	Upload Date	Type
Recommendation of Award	3/17/2021	Cover Memo
Certified Bid Tab	3/17/2021	Cover Memo



Hazen and Sawyer
620 Green Valley Road, Suite 101 Greensboro, NC 27408

March 12, 2021

Mr. Aaron Church
Rowan County Manager
130 W. Innes St
Salisbury, NC 28144

Re: Recommendation of Award
NE Rowan County Water System Chemical Booster Station
Single Prime Contract
Hazen Project No. 32506-001

Dear Mr. Church:

Rowan County received five (5) bids for the NE Rowan County Water System Chemical Booster Station project on March 10, 2021 at 2:00 pm in the Rowan County Administration Building (130 W. Innes St., Salisbury, NC 28144).

All five (5) bids were opened and read aloud by Hazen and Sawyer at the public bid opening. Dellinger, Inc. was announced as the apparent low bid at \$742,900.41. Hazen and Sawyer has reviewed the proposal and believes the proposal package is complete, responsive, and responsible. Hazen has worked with Dellinger on similar projects in the past, based on their successful completion of those projects, we agree they are qualified to complete your project.

Dellinger, Inc.'s proposal did have a discrepancy of \$0.41 in the indicated sum of Items A, B, C, and D. Per Article 16 of Section 00 20 00 of the Contract Documents, the discrepancy shall be resolved in favor of the correct sum, which is indicated in the enclosed bid tabulation.

Dellinger, Inc. proposes to have a commitment to MWBE participation of \$150,000, a value of nearly 20%, exceeding the County's goals.

If you have any questions or require additional information, please contact me at (336) 478-3378 or ababson@hazenandsawyer.com.

Best Regards,

A handwritten signature in blue ink, appearing to read "A. Babson", is written over a faint, light blue circular stamp.

Aaron D. Babson, PE
Senior Associate

Enclosures:

(1) NE Rowan County Water System Certified Bid Tabulation

cc:

NE Rowan County Water System Chemical Booster Station

Rowan County, NC

Technical Bid Received/Opened: Finance Department of the Rowan County Administration Building (130 W Innes Street, Salisbury, NC 28144)

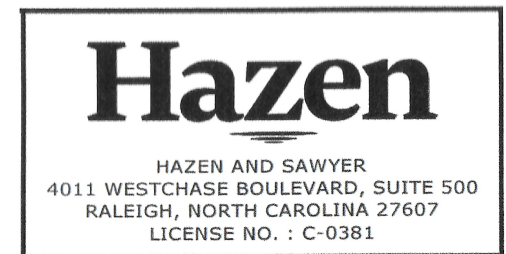
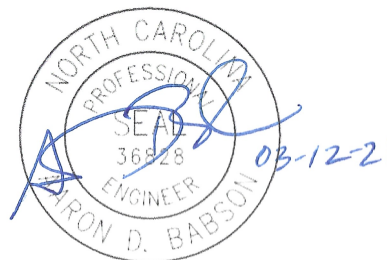
Bid Tabulation

Bid Opening: 3/10/21 at 2pm

Bidder	MWBE Paperwork Submitted	Bidder Qualification Forms (Schedule A, B & C)	License No.	Bid Security (%)	Receipt of Addendum	Total Single Prime Base Bid Price (Sum of A, B, C, & D)
1 Dellinger, Inc. (1)	Yes	Yes	5992	5%	Yes	\$ 742,900.41
2 Gilbert Engineering	Yes	Yes	999	5%	Yes	\$ 783,925.41
3 Harper GC	Yes	Yes	3146	5%	Yes	\$ 953,000.00
4 Loughlin Sutton	Yes	Yes	3067	5%	Yes	\$ 812,000.00
5 NJR Group	Yes	Yes	77426	5%	Yes	\$ 2,062,235.41

(1) Dellinger, Inc. had a discrepancy of \$0.41 between the indicated sum of Items A, B, C and D and the correct sum of the Items. Per Article 16 of Section 00 20 00 of the Contract Documents, the discrepancy shall be resolved in favor of the correct sum, which is indicated in this bid tabulation.

The Bids tabulated herein were opened and read aloud at 2:00 p.m. on the 10th day of March 2021 in the Finance Department of the Rowan County Administration Building. The tabulation is correct in that it contains the Bid prices as presented on the original Bid Form of each Bidder.



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: March 30, 2021
SUBJECT: NEWS Booster Pump Station Easement

ATTACHMENTS:

Description	Upload Date	Type
Easement	3/30/2021	Cover Memo
Easement Hazen Engineering Location Small Area	3/30/2021	Cover Memo
Easement Hazen Engineering Location of Booster Station	3/30/2021	Cover Memo

STATE OF NORTH CAROLINA

WATER LINE EASEMENT

COUNTY OF ROWAN

TAX MAP 052 PARCEL 186

DEED OF SEWER EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____ 2021, by and between the CITY OF SALISBURY, a North Carolina municipal corporation whose principal address is 132 North Main Street, Salisbury, NC 28144 (“Property Owner”), and ROWAN COUNTY, a political subdivision of the State of North Carolina whose address is 130 West Innes Street, Salisbury, NC 28144 (“County”).

W I T N E S S E T H:

WHEREAS, the Property Owner is the owner of certain property located in Rowan County, North Carolina, identified as Rowan County Tax Map 052 Parcel 186 and described in Deed Book 1109 at Page 966 of the Rowan County Registry (the “Property”);

WHEREAS, the County desires to acquire and the Property Owner desires to convey to the County a permanent, non-exclusive easement over the Property for the purpose of constructing, installing, altering, maintaining, repairing, and operating a chemical booster station.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Property Owner does hereby convey unto the County, its successors and assigns, that certain Easement Area with a Temporary Construction Easement as more particularly described in **Exhibit A attached hereto** (the “Easement Area”) for the purpose of constructing, installing, altering, maintaining, repairing, and operating a chemical booster pump station to serve the County’s Northeast Water System.

After completion of any construction or maintenance in the Easement Area, the County, at its sole expense, will restore the appearance of the area as nearly as reasonably possible to that which existed immediately prior to such activity and will repair any damage to the remainder of the premises and improvements located on the premises arising out of the County's exercise of its rights hereunder. The County shall be solely liable to maintain any improvements which it makes in the Easement Area in a first class manner so that the area is kept clean and safe for the public.

All rights, title and privileges herein granted and all benefits and burden shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

TO HAVE AND TO HOLD the aforesaid Easement Area and all privileges and appurtenances thereunto belonging to the County, its successors and assigns, for the uses and purposes herein described.

And the Property Owner does covenant that it is seized of the Easement Area in fee simple and has the right to convey the easement rights and easement area contained herein, that it will warrant and defend the said title to the same against the lawful claims of all persons whomever, except for those covenants, conditions, and rights currently existing in and to the easement area, if any.

And the Property Owner further covenants that it will not erect or construct nor permit to be erected or constructed any buildings, fences, or permanent structures, nor permit any activity within the Easement Area which in the reasonable judgment of the County is inconsistent with the County's use of the Easement Area.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE
PAGES FOLLOWS]**

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its City Council, the day and year first written above.

**CITY OF SALISBURY,
a North Carolina Municipal Corporation**

BY: _____(SEAL)
Karen K. Alexander, Mayor

ATTEST:

_____(SEAL)
Kelly Baker, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Karen K. Alexander, Mayor, City of Salisbury, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this ____ day of _____, 2021.

NOTARY PUBLIC

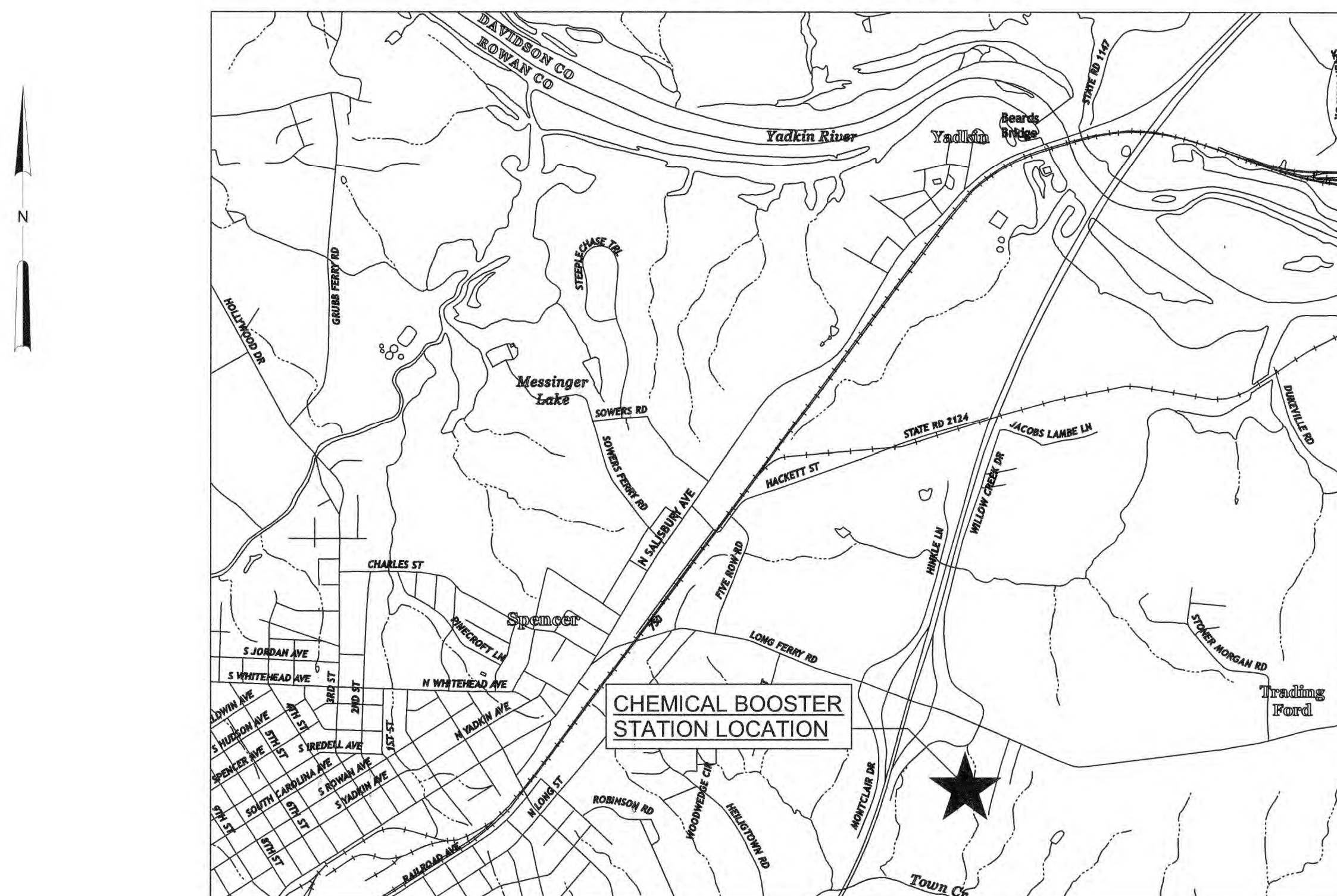
My commission expires: _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

HAZEN CONTRACT NO. 32506-001
FEBRUARY 2021



LOCATION PLAN
NOT TO SCALE

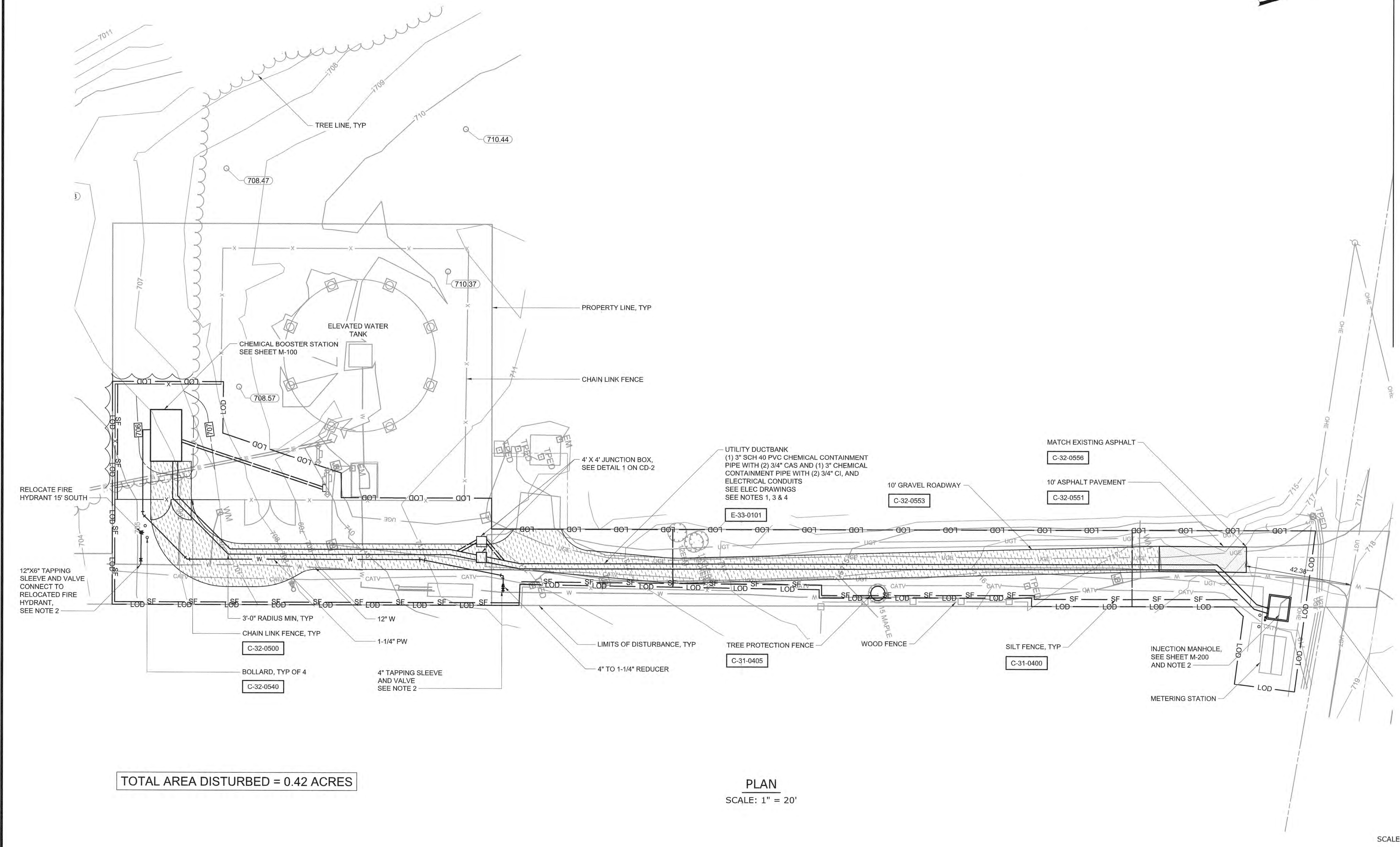


Hazen

HAZEN AND SAWYER
4011 WESTCHASE BOULEVARD, SUITE 500
RALEIGH, NORTH CAROLINA 27607
LICENSE NO.: C-0381



- NOTES:
1. HDPE PIPE INSIDE CASING PIPE SHALL BE A CONTINUOUS SINGLE RUN.
 2. CONTRACTOR TO FIELD VERIFY THE LOCATION OF THE EXISTING WATERLINE.
 3. CONTRACTOR TO FIELD LOCATE EXISTING UTILITIES PRIOR TO INSTALLATION OF THE UTILITY DUCTBANK. UTILITY DUCTBANK MAY BE RELOCATED UPON APPROVAL BY THE ENGINEER.
 4. MINIMUM COVER OF THE UTILITY DUCTBANK: 3'-0"
 5. CONTRACTOR IS RESPONSIBLE FOR SECURITY OF THE WATER TANK DURING CONSTRUCTION. FENCE AND GATES SHALL BE RELOCATED ACCORDINGLY AND SECURED EVERY NIGHT.



TOTAL AREA DISTURBED = 0.42 ACRES

PLAN
SCALE: 1" = 20'

SCALE: 1" = 20'

File: C:\32506-GS\32506-01\CAD_BM\CIVIL\C05 Saved by: SNASH Save date: 1/29/2021 4:36 PM
Plot Date: 1/29/2021 3:03 PM BY: SNASH

				PROJECT ENGINEER:	S. GIBSON
				DESIGNED BY:	C. TOMMERDAHL
				DRAWN BY:	S. NASH
				CHECKED BY:	M. SANTOWASSO
2	CONSTRUCTION	02/2021	SNG	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
1	REGULATORY SUBMITTAL	12/2020	SNG		
REV	ISSUED FOR	DATE	BY		

FINAL DRAWING -
RELEASED FOR
CONSTRUCTION



Hazen
HAZEN AND SAWYER
4011 WESTCHASE BOULEVARD, SUITE 500
RALEIGH, NORTH CAROLINA 27607
LICENSE NO. : C-0381

ROWAN COUNTY
ROWAN, NORTH CAROLINA
TASK ORDER 1A: NORTH EAST ROWAN
COUNTY WATER SYSTEM CHEMICAL
BOOSTER STATION

CIVIL
SITE PLAN

DATE:	FEBRUARY 2021
HAZEN NO.:	32506-001
CONTRACT NO.:	1
DRAWING NUMBER:	C05

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Caleb Sinclair, Director, Environmental Management
DATE: March 12, 2021
SUBJECT: Litter Report

ATTACHMENTS:

Description

Litter Report

Upload Date

3/12/2021

Type

Cover Memo

Rowan County Litter Mitigation Updates

March 12, 2021

Mr. Church,

Rowan County staff removed **27,400 lbs.** of roadside litter and debris along with 189 discarded tires during the month of February, 2021.

In addition to our litter removal efforts for the previous month, Rowan County law enforcement has responded to numerous solid waste related complaints, conducted thirteen interviews and issued ten citations for littering/illegal dumping.



Rowan County will continue to mitigate the illegal dumping of solid waste and litter through collaborative efforts across agencies, public awareness campaigns, litter clean up events, education and outreach.

Thank you to all those who continue to make a difference by fostering environmental stewardship throughout Rowan County.



Respectfully Submitted,

Caleb Sinclair, Director
Rowan County Government
Department of Environmental Management

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 26, 2021
SUBJECT: Budget Amendments

Please review the attached budget amendments.

Please approve the attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

3/26/2021

Type

Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Allen Cress

EXPLANATION IN DETAIL: To cover unexpected replacement of batteries for the UPS.

Prepared by: Allen Cress

Date: March 9, 2021

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

Rowan County reverted CIP funds as the result of a state-wide reallocation. Expenditures and revenues must be revised based on the new Funding Authorization.

Prepared by: Kelly Johnson
Date: 3/22/2021

BUDGET INFORMATION:

[illegible]

Q. 11



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2020

AUTHORIZATION NUMBER: 5

ALLOCATION PERIOD

FROM JUNE 2020 THRU MAY 2021 SERVICE MONTHS

FROM JULY 2020 THRU JUNE 2021 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	641,479.00	641,479.00	0.00	0.00	641,479.00	641,479.00
02	ALEXANDER	131,177.52	131,177.52	10,000.00	0.00	141,177.52	141,177.52
03	ALLEGHANY	51,776.00	51,776.00	0.00	0.00	51,776.00	51,776.00
04	ANSON	209,486.10	209,486.10	30,000.00	0.00	239,486.10	239,486.10
05	ASHE	151,815.00	151,815.00	5,000.00	0.00	156,815.00	156,815.00
06	AVERY	64,311.00	64,311.00	0.00	0.00	64,311.00	64,311.00
07	BEAUFORT	260,102.00	260,102.00	0.00	0.00	260,102.00	260,102.00
08	BERTIE	139,292.00	139,292.00	0.00	0.00	139,292.00	139,292.00
09	BLADEN	238,672.09	238,672.09	0.00	0.00	238,672.09	238,672.09
10	BRUNSWICK	385,304.96	385,304.96	0.00	0.00	385,304.96	385,304.96
11	BUNCOMBE	961,528.00	961,528.00	0.00	0.00	961,528.00	961,528.00
12	BURKE	399,827.00	399,827.00	0.00	0.00	399,827.00	399,827.00
13	CABARRUS	552,991.27	552,991.27	0.00	0.00	552,991.27	552,991.27
14	CALDWELL	363,397.95	363,397.95	0.00	0.00	363,397.95	363,397.95
15	CAMDEN	24,153.00	24,153.00	0.00	0.00	24,153.00	24,153.00
16	CARTERET	202,903.39	202,903.39	0.00	0.00	202,903.39	202,903.39
17	CASWELL	92,204.00	92,204.00	-16,637.00	0.00	75,567.00	75,567.00
18	CATAWBA	580,840.84	580,840.84	0.00	0.00	580,840.84	580,840.84
19	CHATHAM	186,987.39	186,987.39	0.00	0.00	186,987.39	186,987.39
20	CHEROKEE	106,903.55	106,903.55	0.00	0.00	106,903.55	106,903.55
21	CHOWAN	76,478.00	76,478.00	0.00	0.00	76,478.00	76,478.00
22	CLAY	46,666.00	46,666.00	0.00	0.00	46,666.00	46,666.00
23	CLEVELAND	558,074.42	558,074.42	0.00	0.00	558,074.42	558,074.42
24	COLUMBUS	354,304.95	354,304.95	0.00	0.00	354,304.95	354,304.95
25	CRAVEN	400,924.00	400,924.00	0.00	0.00	400,924.00	400,924.00
26	CUMBERLAND	1,729,161.67	1,729,161.67	0.00	0.00	1,729,161.67	1,729,161.67
27	CURRITUCK	62,348.00	62,348.00	-5,500.00	0.00	56,848.00	56,848.00
28	DARE	87,366.68	87,366.68	0.00	0.00	87,366.68	87,366.68
29	DAVIDSON	658,267.10	658,267.10	0.00	0.00	658,267.10	658,267.10
30	DAVIE	126,730.00	126,730.00	0.00	0.00	126,730.00	126,730.00
31	DUPLIN	290,341.00	290,341.00	-33,000.00	0.00	257,341.00	257,341.00
32	DURHAM	1,138,238.72	1,138,238.72	0.00	0.00	1,138,238.72	1,138,238.72
33	EDGECOMBE	395,949.36	395,949.36	50,000.00	0.00	445,949.36	445,949.36
34	FORSYTH	1,557,803.96	1,557,803.96	0.00	0.00	1,557,803.96	1,557,803.96
35	FRANKLIN	235,544.32	235,544.32	0.00	0.00	235,544.32	235,544.32
36	GASTON	1,044,855.49	1,044,855.49	100,000.00	0.00	1,144,855.49	1,144,855.49
37	GATES	49,213.00	49,213.00	0.00	0.00	49,213.00	49,213.00
38	GRAHAM	61,352.00	61,352.00	0.00	0.00	61,352.00	61,352.00
39	GRANVILLE	190,050.00	190,050.00	-22,000.00	0.00	168,050.00	168,050.00
40	GREENE	117,913.42	117,913.42	0.00	0.00	117,913.42	117,913.42
41	GUILFORD	2,336,248.69	2,336,248.69	0.00	0.00	2,336,248.69	2,336,248.69
42	HALIFAX	483,613.00	483,613.00	0.00	0.00	483,613.00	483,613.00
43	HARNETT	523,449.00	523,449.00	0.00	0.00	523,449.00	523,449.00
44	HAYWOOD	237,604.77	237,604.77	0.00	0.00	237,604.77	237,604.77
45	HENDERSON	298,880.28	298,880.28	-24,750.00	0.00	274,130.28	274,130.28
46	HERTFORD	201,189.53	201,189.53	0.00	0.00	201,189.53	201,189.53
47	HOKE	266,464.02	266,464.02	20,000.00	0.00	286,464.02	286,464.02

CRISIS INTERVENTION PAYMENT (CIP) cont.

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	25,616.00	25,616.00	-1,375.00	0.00	24,241.00	24,241.00
49	IREDELL	409,054.36	409,054.36	0.00	0.00	409,054.36	409,054.36
50	JACKSON	155,759.00	155,759.00	0.00	0.00	155,759.00	155,759.00
51	JOHNSTON	686,453.00	686,453.00	0.00	0.00	686,453.00	686,453.00
52	JONES	53,388.00	53,388.00	0.00	0.00	53,388.00	53,388.00
53	LEE	271,229.00	271,229.00	-25,022.00	0.00	246,207.00	246,207.00
54	LENOIR	378,958.00	378,958.00	0.00	0.00	378,958.00	378,958.00
55	LINCOLN	257,634.00	257,634.00	0.00	0.00	257,634.00	257,634.00
56	MACON	143,928.34	143,928.34	-11,000.00	0.00	132,928.34	132,928.34
57	MADISON	92,749.00	92,749.00	-16,500.00	0.00	76,249.00	76,249.00
58	MARTIN	113,946.00	113,946.00	0.00	0.00	113,946.00	113,946.00
59	MCDOWELL	213,663.39	213,663.39	-5,500.00	0.00	208,163.39	208,163.39
60	MECKLENBURG	3,339,776.52	3,339,776.52	0.00	0.00	3,339,776.52	3,339,776.52
61	MITCHELL	71,467.00	71,467.00	0.00	0.00	71,467.00	71,467.00
62	MONTGOMERY	115,368.26	115,368.26	0.00	0.00	115,368.26	115,368.26
63	MOORE	281,912.36	281,912.36	0.00	0.00	281,912.36	281,912.36
64	NASH	413,882.00	413,882.00	30,000.00	0.00	443,882.00	443,882.00
65	NEW HANOVER	629,968.13	629,968.13	-27,500.00	0.00	602,468.13	602,468.13
66	NORTHAMPTON	138,101.00	138,101.00	100,000.00	0.00	238,101.00	238,101.00
67	ONslow	668,981.00	668,981.00	0.00	0.00	668,981.00	668,981.00
68	ORANGE	385,306.38	385,306.38	0.00	0.00	385,306.38	385,306.38
69	PAMLICO	54,498.00	54,498.00	-13,750.00	0.00	40,748.00	40,748.00
70	PASQUOTANK	207,557.00	207,557.00	0.00	0.00	207,557.00	207,557.00
71	PENDER	225,917.58	225,917.58	0.00	0.00	225,917.58	225,917.58
72	PERQUIMANS	62,578.00	62,578.00	0.00	0.00	62,578.00	62,578.00
73	PERSON	184,795.00	184,795.00	8,000.00	0.00	192,795.00	192,795.00
74	PITT	997,524.65	997,524.65	0.00	0.00	997,524.65	997,524.65
75	POLK	67,944.00	67,944.00	3,000.00	0.00	70,944.00	70,944.00
76	RANDOLPH	564,053.15	564,053.15	-110,000.00	0.00	454,053.15	454,053.15
77	RICHMOND	323,370.39	323,370.39	0.00	0.00	323,370.39	323,370.39
78	ROBESON	998,912.87	998,912.87	0.00	0.00	998,912.87	998,912.87
79	ROCKINGHAM	407,471.96	407,471.96	-46,750.00	0.00	360,721.96	360,721.96
80	ROWAN	562,757.32	562,757.32	-144,841.00	0.00	417,916.32	417,916.32
81	RUTHERFORD	343,740.00	343,740.00	0.00	0.00	343,740.00	343,740.00
82	SAMPSON	326,669.00	326,669.00	-27,500.00	0.00	299,169.00	299,169.00
83	SCOTLAND	247,538.00	247,538.00	0.00	0.00	247,538.00	247,538.00
84	STANLY	227,121.00	227,121.00	5,000.00	0.00	232,121.00	232,121.00
85	STOKES	157,280.80	157,280.80	-11,000.00	0.00	146,280.80	146,280.80
86	SURRY	333,893.00	333,893.00	2,000.00	0.00	335,893.00	335,893.00
87	SWAIN	58,381.00	58,381.00	0.00	0.00	58,381.00	58,381.00
88	TRANSYLVANIA	118,166.00	118,166.00	0.00	0.00	118,166.00	118,166.00
89	TYRRELL	24,325.00	24,325.00	-1,375.00	0.00	22,950.00	22,950.00
90	UNION	445,460.15	445,460.15	-49,500.00	0.00	395,960.15	395,960.15
91	VANCE	304,192.36	304,192.36	50,000.00	0.00	354,192.36	354,192.36
92	WAKE	2,277,138.00	2,277,138.00	100,000.00	0.00	2,377,138.00	2,377,138.00
93	WARREN	135,156.00	135,156.00	3,000.00	0.00	138,156.00	138,156.00
94	WASHINGTON	96,581.00	96,581.00	0.00	0.00	96,581.00	96,581.00
95	WATAUGA	191,546.00	191,546.00	0.00	0.00	191,546.00	191,546.00
96	WAYNE	671,553.09	671,553.09	100,000.00	0.00	771,553.09	771,553.09
97	WILKES	358,975.00	358,975.00	0.00	0.00	358,975.00	358,975.00
98	WILSON	475,542.00	475,542.00	-27,500.00	0.00	448,042.00	448,042.00
99	YADKIN	131,685.00	131,685.00	0.00	0.00	131,685.00	131,685.00
100	YANCEY	93,249.00	93,249.00	5,000.00	0.00	98,249.00	98,249.00
	Total	39,796,895.50	39,796,895.50	0.00	0.00	39,796,895.50	39,796,895.50

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: G20B1NCLIEA & G21B1NCLIEA

Award Date: FFY 2020 & 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

AUTHORIZED SIGNATURE

DATE:

March 17, 2021

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 29, 2021
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

April Board Appointments

Upload Date

4/1/2021

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
April 5, 2021
COMMISSION MEETING

ELLIS CROSS COUNTRY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

The terms for the three (3) current fire commissioners will expire on April 30, 2021.

Connie McClain, Paul Durham, III and John Evans have applied and if approved their terms would expire April 30, 2023.

PARKS AND RECREATION

There is one vacancy and the following two (2) applications have been received:

- Alissa Redmond
- Jack Kepley, Jr.

The selected applicant's term would expire December 31, 2023.

REGION F AGING ADVISORY COMMITTEE

Crystal Clement applied to fill a vacant At Large seat. The current term will expire June 30, 2021 at which time she would be eligible for reappointment.

TOWN OF ROCKWELL PLANNING AND ZONING ETJ

Mark Jennings applied to fill the remainder of a vacant ETJ seat and if approved the term would expire March 28, 2022.

WOODLEAF VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Robert Turner, Sam Wetmore and Wesley Hastings have applied for reappointment. If approved, they would serve a 2-year term that would expire April 30, 2023.

Home / Manage Applications / CONNIE THOMAS MCCLAIN

View Application

Application

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 Mark for Purge

Status

Name
CONNIE THOMAS MCCLAIN

Application Date
3/10/2021

Expiration Date
3/10/2023

Board Member
CONNIE THOMAS MCCLAIN

Status
Validated

Board	Vacancies	Status
Ellis Cross Country Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
CONNIE THOMAS MCCLAIN

Gender
Female

Business/Civic Experience and why you feel you are qualified for this appointment:
Office manage for a national car rental agency. In that capacity I kept financial records and balanced end of month, quarter and yearly books.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address

2365 Seventh Street
SALISBURY, NC 28144

Resident

Yes

Ward/District

Ellis Cross Country Volunteer Fire Department

Phone

517-294-7984

Email

cm_word@hotmail.com

Occupation

Employer

Retired

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Home / Manage Applications / Paul Estes Durham, 3rd

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Paul Estes Durham, 3rd

Application Date
3/7/2021

Expiration Date
3/7/2023

Board Member
Paul Estes Durham, 3rd

Status
Validated

Board	Vacancies	Status
Ellis Cross Country Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Paul Estes Durham, 3rd

Gender
Male

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
3840 old mocksville rd
Salisbury, NC 28147

Resident

Yes

Phone

7042021623

Email

sonnyd1969@att.net

Occupation

Employer

City of Salisbury

Occupation

Water and sewer technician 3

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[Home](#) / [Manage Applications](#) / [John Allen Evans](#)

View Application

Application

[Renew](#) [Edit](#) [Delete](#) [Mark for Purge](#)

Status

Name

John Allen Evans

Application Date

3/26/2021

Expiration Date

3/26/2023

Board Member

John Allen Evans

Status

Validated

Board**Vacancies****Status**

Ellis Cross Country Volunteer Fire Department Fire Commissioners

0

Pending

Basic Information

Name

John Allen Evans

Gender

Male

Business/Civic Experience and why you feel you are qualified for this appointment:

I've lived in the community for about 50 years and I believe I can be of service to the community.

Have you ever been convicted of a felony?

no

County of Residence

Rowan

Contact Information

Address

375 Arrowood Road
Salisbury, NC 28144

Resident

Yes

Phone

704-636-0195

Cell Phone

704-754-0462

Email

jwhitley39@carolina.rr.com

Occupation

Employer

Retired

Occupation

electrician

[Home](#) / [Manage Applications](#) / [Alissa Redmond](#)

View Application

Application

[Renew](#) [Edit](#) [Delete](#) [Mark for Purge](#)

Status

Name

Alissa Redmond

Application Date

3/11/2021

Expiration Date

3/11/2023

Board Member

Alissa Redmond

Status

Validated

Board	Vacancies	Status
Parks and Recreation	1	Pending
Tourism Development Authority	1	Pending

Basic Information

Name

Alissa Redmond

Gender

Female

Resume File[View / Download](#)**Business/Civic Experience and why you feel you are qualified for this appointment:**

I am a downtown Salisbury business owner (South Main Book Company) with many years of experience internationally doing community development work. It excites and delights me to no end to do this kind of work in my home, building a stronger community that I choose to raise my daughters within. I want to see

dramatic expansion of educational opportunities for our youth, as I hesitated to move to Rowan County over 15 months ago solely due to the conditions available for my kids, versus what is available in Charlotte or elsewhere. This county is ripe to explode with growth if it caters more towards young families.

Have you ever been convicted of a felony?

no

County of Residence

Rowan

Request for Waiver of Term Limits

Alissa Redmond

Contact Information

Address

420 W. Bank St.
Salisbury, NC 28144

Resident

Yes

Phone

7045694270

Email

aredinhk@gmail.com

Occupation

Employer

South Main Book Company (self)

Occupation

Bookseller

Alissa Redmond

420 W. Bank St. | Salisbury, NC
(704)569-4270 | southmainbookcompany@gmail.com

Policy analyst with significant experience in international migration, health care, and social service sectors. Solid track record of successfully increasing government's capacities to respond to crises. Creative team player. Committed to driving change.

Diplomatic Outreach: Advised Americans overseas of imminent threats to their safety; Adjudicated over 9,000 visas to the United States; Reported on the status of refugees and trafficking in persons (TIP) situations in India and Bhutan

Communication: Drafted relevant, succinct briefings for the Secretary of State; Facilitated the flow of information between Embassies, task forces, Department leadership and officials in other U.S. government agencies during crises

Attention to Detail: Organized repatriations of vulnerable American citizens back to the U.S.; Monitored healthcare provision for City of New Orleans post-Hurricane Katrina

PROFESSIONAL EMPLOYMENT

U.S. DEPARTMENT OF STATE

2008 - PRESENT

- **DEPUTY CONSULAR CHIEF**– U.S. EMBASSY LA PAZ, BOLIVIA **(2019)** Supervised a staff of fifteen to ensure visas and passports were efficiently and courteously adjudicated in accordance with applicable laws and regulations during a period of intense civil unrest.
- **IMMIGRANT VISA/FRAUD PREVENTION MANAGER**– U.S. CONSULATE GENERAL HONG KONG **(2015 - 2018)** Supervised a staff of ten to ensure visas are efficiently and courteously adjudicated in accordance with applicable laws and regulations.
- **SPECIAL ASSISTANT TO THE SECRETARY OF STATE**– WASHINGTON, D.C. **(2014 - 2015)** Briefed the Secretary on the leading policy issues of the day - including Ebola, Iranian nuclear negotiations, and the rise of ISIL - under extreme pressure to meet narrow deadlines, while managing a relentless paper flow from within the Department of State and throughout the inter-agency.
- **WATCH OFFICER IN THE OPERATIONS CENTER**– WASHINGTON, D.C. **(2013 - 2014)** Alerted principals to fast-breaking events and calls between the Secretary and foreign leaders under demanding shift schedule to provided round-the-clock emergency services for the Department.
- **AMERICAN CITIZENS SERVICES CHIEF**– U.S. EMBASSY KABUL, AFGHANISTAN **(2011 - 2013)** Confirmed identities, processed reports of death, and facilitated repatriation of remains of private U.S. citizens who died in Afghanistan. Responded to reports of arrested U.S. citizens to ensure their fair and transparent treatment by local authorities. Assisted U.S. citizens experiencing destitution or security threats. Reported on natural disasters and major accidents involving U.S. citizens.
- **AMBASSADOR'S STAFF / POLITICAL OFFICER**– U.S. EMBASSY NEW DELHI, INDIA **(2009 - 2011)** Served as Mission India's principal adviser on human trafficking, women's empowerment, Bhutan, and refugee issues. Formulated policy recommendations for the Ambassador to convey to the Department and inter-agency. Drafted the Bhutan Human Rights and India Trafficking in Persons Reports.

MAYOR'S OFFICE OF HEALTH POLICY– NEW ORLEANS, LA

2007 - 2008

- **PROGRAM MONITOR** - Ensured programmatic and fiscal responsibility of local healthcare providers. Drafted and reviewed grant applications for funds to assist residents living with HIV/AIDS.

EDUCATION

Duke University– Master of Public Policy

University of North Carolina at Wilmington– Bachelor of Arts in Political Science and Psychology

VOLUNTEERISM

Peace Corps Fiji– Conducted English language lessons for a group of 20 kindergartners. Incorporated health discussions into village youth group meetings.

LANGUAGE SKILLS

Professional Fluency in Spanish and Urdu and Study of Dari, Farsi, French, and Hindi

Home / Manage Applications / Jack (jay) Simpson Kepley, Jr

View Application

Application

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 Edit

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 Mark for Purge

Status

Name
Jack (jay) Simpson Kepley, Jr

Application Date
3/8/2021

Expiration Date
3/8/2023

Board Member
Jack Kepley, Jr

Status
Validated

Board	Vacancies	Status
Parks and Recreation	2	Pending

Basic Information

Name
Jack (jay) Simpson Kepley, Jr

Gender
Male

Business/Civic Experience and why you feel you are qualified for this appointment:
Previously served on Parks and Recreation Broad
Member Boy Scout Units 448, Inc. since 1959 serving in many capacities
Brief Resume
1971 – 1973 Genuine Auto Parts Delivery Driver/Clerk
1973 - 2000 Kepley-Crowell Insurance Inc Manager/Owner
2000 – 2001 Salisbury Motor Company Finance & Insurance Manager
2001 – 2004 Rowan County Schools Substitute Teacher
2004 – 2014 Kannapolis City Schools Teacher/Technology Facilitator

Have you ever been convicted of a felony?
No

County of Residence

Rowan County

Contact Information

Address

7275 Bringle Ferry Road
Salisbury, NC 28146

Resident

Yes

Ward/District

Liberty Hatters Shop ?

Phone

704 636 6938

Cell Phone

704 642 9397

Email

jaykepley@gmail.com

Occupation

Employer

none

Occupation

Retired

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Home / Manage Applications / Crystal J Clement

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Crystal J Clement

Application Date
3/17/2021

Expiration Date
3/17/2023

Board Member
Crystal J Clement

Status

Validated

Board	Vacancies	Status
Region F Aging Advisory Committee	1	Pending

Basic Information

Name
Crystal J Clement

Gender
Female

Business/Civic Experience and why you feel you are qualified for this appointment:
Over the years, volunteer with special needs groups
ie RHA group homes events, Special Olympics events,
YMCA special events when husband was board
member of the Mocksville location.
Recently a volunteer for Rufty-Holmes food
program, Cars program, and other areas of need.

Have you ever been convicted of a felony?

no

County of Residence

NORTH CAROLINA

Contact Information

Address

1311 Oakleaf Lane
Salisbury, NC 28146

Resident

Yes

Ward/District

Region F- Rowan County

Phone

704-638-6362

Cell Phone

336-909-2853

Email

crystaljclement@aol.com

Occupation

Employer

Retired

Occupation

Past Corporate Accounting

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Home / Manage Applications / Mark Jennings

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name
Mark Jennings

Application Date
3/9/2021

Expiration Date
3/9/2023

Board Member
Mark Jennings

Status
Validated

Board	Vacancies	Status
Town of Rockwell Planning and Zoning Board - ETJ	0	BoC Meeting

Basic Information

Name
Mark Jennings

Gender
Male

Business/Civic Experience and why you feel you are qualified for this appointment:
Bachelor of Arts - Political Science, University of Texas - Arlington;
NC Certified Paralegal;
Insurance Agency owner 2011- present;
Spencer Board of Adjustment chairmen 2000 - 2003;
Salisbury Civitans member 2013 - Present;
Spencer Lions Club - Lifetime member;
Piedmont Players Board of Governors - Past President 2014 - 2020;

Rowan County Crosby Scholars Board member 2016 - Present;
Rowan Salisbury Realtors Association 2012 - Present;
Several PTA's and Booster Club's past officer and member.

As a Board of Adjustment member/chair I frequently reviewed, received evidence and testimony (via quasi-judicial hearings) and made rulings on the planning board's decisions.

Have you ever been convicted of a felony?

No

County of Residence

Rowan, NC

Contact Information

Address

290 Belmont Place
Rockwell, NC 28138

Resident

Yes

Ward/District

Rockwell

Phone

704-213-2491

Cell Phone

704-213-2491

Email

Mark@jenningsinsurancenc.com

Occupation

Employer

Jennings Insurance Agency, Inc

Occupation

Insurance Agent

Home / Manage Applications / Robert Turner

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name

Robert Turner

Application Date

3/4/2021

Expiration Date

3/4/2023

Board Member

Robert Turner

Status

Validated

Board	Vacancies	Status
Woodleaf Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name

Robert Turner

Gender

Male

Have you ever been convicted of a felony?

No

County of Residence

NC

Contact Information

Address

4830 NC 801
Woodleaf, NC 27054

Resident

Yes

Ward/District

Woodleaf FSD

Phone

704 278-4984

Cell Phone

17042136748

Email

Bob.turner52@gmail.com

Occupation

Employer

RETIRED

Occupation

Rowan Co. EMS Battalion Chief

Home / Manage Applications / Sam Wetmore

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name

Sam Wetmore

Application Date

3/11/2021

Expiration Date

3/11/2023

Board Member

Sam Wetmore

Status

Validated

Board	Vacancies	Status
Woodleaf Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name

Sam Wetmore

Gender

Male

Business/Civic Experience and why you feel you are qualified for this appointment:

Experience and commitment to the community

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

270 Wetmore Rd
Woodleaf, NC 27054

Resident

Yes

Phone

704-278-2571

Email

slwetmore@yahoo.com

Occupation

Employer

Retired

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Home / Manage Applications / Wesley Hastings

View Application

Application

 Renew

 Edit

 Delete

 Mark for Purge

Status

Name

Wesley Hastings

Application Date

3/8/2021

Expiration Date

3/8/2023

Board Member

Wesley Hastings

Status

Validated

Board	Vacancies	Status
Woodleaf Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name

Wesley Hastings

Gender

Male

Business/Civic Experience and why you feel you are qualified for this appointment:

I have been in the fire department for over 15 years, also serving as a board member in years past.

Have you ever been convicted of a felony?

No

County of Residence

North Carolina

Contact Information

Address

445 Hart road
Woodleaf, NC 27054

Resident

Yes

Ward/District

Unity

Phone

7046401366

Email

wesleyhastings@yahoo.com

Occupation

Employer

Freightliner

Occupation

Mechanic

OnBoard2 - Powered by ClerkBase

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 30, 2021
SUBJECT: To Consider Approval of Closed Session Minutes

The Board is asked enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on March 15, 2021.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 30, 2021
SUBJECT: For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session for attorney-client privileged communication regarding regulatory compliance and potential litigation

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available