ROWAN COUNTY COMMISSION AGENDA
September 18, 2023 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc
Password: 028144

Or join by phone: (602) 753-0140 (720) 928-9299 (213) 338-8477
Webinar ID: 976 9368 1450
Password: 028144

Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

1. Consider Approval of Consent Agenda
   - A. Award Rowan Transit System New Office Building - Randolph & Son Builder's Inc.
   - B. Award Contract for 2024-001 Land Use Plan - Benchmark
   - C. Specialized Aviation Service Provider Lease (SASO) for WEL Aviation
   - D. Z 06-23: Schedule Legislative Hearing for October 2, 2023 RE: GQ ETJ Recension
   - E. Consider Approval of the Minutes
   - F. Budget Amendments
   - G. Tax Refunds for Approval
   - H. Schedule Legislative Hearing for Z 07-23: Steven Graham, for October 2, 2023
   - I. Schedule Legislative Hearing for ZTA 03-23: Satellite Earth Station, for October 16, 2023

J. Schedule Legislative Hearing to consider changes to Chapter 18 of the Rowan County Code of Ordinances pertaining to Soil Erosion and Sedimentation Control for October 2, 2023.

K. Grant Agreement: Rowan County Health Department requests approval to accept funds for CDC-RFA-DP23-0014: Racial and Ethnic Approaches to Community Health (REACH) from Cabarrus Heatlh Alliance

L. GRANT LOI: Request approval to submit LOI to apply for BRIC funding through NCDPS for High Rock Lake Study

M. Approval of Purchase - NCDOT IMD Vehicle Order (11-Raised Roof w/Wheelchair Lift) - Rowan Transit System

N. Appoint Rebecca Saleeby as Deputy Clerk to the Board of Commissioners

O. GRANT AGREEMENT: Airport (RUQ) requests approval to approve “Taxiway Rehab” Funding from NCDOT Div. of Aviation

2. Public Comment Period

3. Special Recognitions

   A. EMS Division National Accreditation

4. Regular Agenda Items

   A. GRANT AGREEMENT: Sheriff's Office requests approval to accept grant award from Operation Underground Railroad (OUR)

   B. Financial Reports

5. Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Valerie Steele, Airport and Rowan Transit System Director
DATE: 9/18/2023
SUBJECT: Award Rowan Transit System New Office Building - Randolph & Son Builder's Inc.

Rowan County worked with The Bogle Firm Architecture and received proposals to build a new Transit building. Three (3) bid responses were received. The County would like to award the bid to Randolph & Son Builder's Inc. who submitted the lowest total base bid in the amount of $1,112,500.00 and $5,400.00 for Alternative 3; for a total cost of $1,117,900.00.

This project will require a $282,900 fund balance appropriation, and $835,000 will be covered by remaining ARPA revenue replacement funds.

Attached are the bid tab form, proposal from Randolph & Son Builder's Inc. and budget amendment.

Recommendation:
Board of Commissioners to award the bid to Randolph & Son Builder's Inc. and authorize the County Manager to approve the contract with Randolph & Son Builder's in the amount of $1,112,500.00 for base bid and $5,400.00 for Alternative 3; for a total cost of $1,117,900.00.
AND
Approve attached budget amendment.

ATTACHMENTS:
1. Proposal
2. Bid Tab
3. Contract 1
4. Contract 2
5. Contract 3
6. BA-03-253 - BOC 09-18 - Consent Agenda 1.B

FORM OF PROPOSAL
Rowan Transit System New Offices / Rowan County

2726 Old Concord Road
Salisbury, NC 28146

Contractor Name: Randolph & Son Builders, Inc.

Submitted herewith is my/our proposal for the **Rowan Transit System New Offices,** for Rowan County, 2726 Old Concord Road, Salisbury, North Carolina.

SECTION 1. PRELIMINARY:

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

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

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

Single Prime Contract:

BASE BID: One million one hundred twelve thousand five hundred **DOLLARS ($** 1,112,500.00 **)**
(including allowances specified in Section 01020)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Plumbing: Sneeds Plumbing Services
HVAC: Gends Heating and Air
Electrical: TriElectric Inc.
Site/Grading: [redacted] Mid carolina Services, LLC
Roofing: Capstone Cladding
Painting: Baxter Protective Coatings LLC
Drywall & Framing: _____

SECTION 2. ALTERNATES:

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

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

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

ALTERNATE #1 - Residential Grade Cabinetry

This price must include the installation of Residential Casework (Section 123530) in lieu of Manufactured Casework. Manufactured Casework as shown on drawings and specified in Section 12300 shall be included on the BASE BID.

Zero DOLLARS ($ 0.00)

ALTERNATE #2 - Van Parking Lot – Concrete Paving

This price must include the installation of Concrete Pavement (Section 02514) and associated aggregate base, in lieu of Asphalt Paving and aggregate base. Asphalt Paving and aggregate base as shown on drawings and specified in Section 02513 shall be included on the BASE BID.

Ninety Eight thousand DOLLARS ($ 98,000.00)

ALTERNATE #3 - Tree Removal

This price must include removal of all trees, including stumps, limbs, and debris. BASE BID will assume that this work is being performed BY OWNER. GC will include compacted fill and final grading in BASE BID whether trees are removed by GC or by Owner.

Five Thousand Four Hundred DOLLARS ($ 5,400.00)

ALTERNATE #4 - Motorized Cantilevered Gate

This price must include a fully functioning motorized gate as described in Section 02831 (Basis of Design: Hoover Fencing Company HGC-8x15C-L-KIT). Alternate includes power to gate, motor, and controllers as described in Section 02831. BASE BID includes a non-motorized rolling gate (Basis of Design: Hoover Fencing Company CL Cantilever Gate 8x15).

Nine Thousand Nine Hundred Seventy DOLLARS ($ 9,970.00)

SECTION 3. UNIT PRICES:

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

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

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

~~Eighty Five~~ Thirty Eight DOLLARS ($ ~~85.00~~ 38.00 /cu.yd.)

NOTE: This unit price cost will be used to determine the exact Allowance dollar amount figure used by the contractor for Change Order Requests in the event of discovered unsuitable soils. The base bid provides for **200 cu. yds.** of undercut and fill under this Unit Price. See Division 1 - Allowances.

SECTION 4. COMPLETION OF WORK:

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

Construction to begin September 11, 2023 (approx.)

Substantial Completion: 10 months

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

SECTION 5. ADDENDA/BULLETINS:

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

Addendum No. 1 Dated 8/21/2023

Addendum No. 2 Dated 8/23/2023

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SECTION 6. MINORITY PARTICIPATION:

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

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

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

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

--- OR ---

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

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

Gail L. Randolph
WITNESS

Jeff Randolph
SIGNATURE AND TITLE

Randolph & Son Builders, Inc.
FIRM NAME

1010 Culp Road
ADDRESS

Pineville, NC 28134
CITY, STATE, ZIP

21477
LICENSE NUMBER

(seal)

9/5/2023
DATE

Identification of HUB Certified/ Minority Business Participation

I, Randolph & Son Builders, Inc.
(Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
Arrow Exterminators- 336-273-6253 PO Box 4194 Greensboro, NC 27404	Pest Control	WBE	Yes

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

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

The total value of minority business contracting will be ($) ~~0.00~~ 500.00

MBForms 2002-Revised July 2010

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

County of Mecklenburg

(Name of Bidder)

Affidavit of Randolph & Son Builders, Inc.

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

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

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

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

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

Date: 9/5/2023 Name of Authorized Officer: Jeff Randolph

Signature: Jeff Randolph

Title: Vice President

GAIL L. RANDOLPH NOTARY PUBLIC NORTH CAROLINA My Commission Expires OCT. 25, 2025 SEAL

State of North Carolina, County of Union

Subscribed and sworn to before me this 5th day of September 2023

Notary Public Gail L. Randolph

My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

N/A

County of Mecklenburg

Affidavit of Randolph & Son Builders, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the N/A

Rowan Transit System New Offices contract.
(Name of Project)

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

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

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

Date: 9/5/2023 Name of Authorized Officer: Jeff Randolph

Signature: Jeff Randolph

Title: Vice President

GAIL L. RANDOLPH NOTARY PUBLIC NORTH CAROLINA UNION COUNTY My Commission Expires OCT 25 2026

State of North Carolina, County of Union

Subscribed and sworn to before me this 5th day of September 20 23

Notary Public Gail L. Randolph

My commission expires

MBForms 2002-Revised July 2010

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Randolph & Son Builders, Inc.
P. O. Box 410283
Charlotte, NC 28241

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

Rowan County
130 W. Innes Street
Salisbury, NC 28144

BOND AMOUNT: $ Five Percent of Amount Bid - - - (5%)

PROJECT:
(Name, location or address, and Project number, if any)

Rowan Transit System New Office Building
2726 Old Concord Road
Salisbury, NC

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

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User Notes:
(1966302255)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September, 2023.

Austin Randolph	Randolph & Son Builders, Inc.
(Witness)	*(Contractor as Principal)* *(Seal)*
	Jeff Randolph Vice President
	(Title)
	Liberty Mutual Insurance Company
	(Surety) *(Seal)*
Erin Ritter	Debra S. Ritter
(Witness) Erin Ritter	*(Title)* Debra S. Ritter, Attorney-in-Fact

Init.

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User Notes: (1966302256)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208640-018028**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Y. Buckner; Bradford W. Gibson; Debra S. Ritter; Erin Brooks; H. Thomas Dawkins; Leah E. Farnsworth; Martin D. Pallazza; Raymond J. Garruto; Robert C. Tresher; Sara Grace Deese; Wendy E. Luhm

all of the city of Charlotte state of nc each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of September, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Don Bringle

ADDRESS: 130 W Innes St Salisbury, NC 28144

SUBMITTED BY: Jeff Randolph

NAME: **Randolph & Son Builders, Inc.**

ADDRESS: **P.O. Box 410283**
Charlotte, NC 28241

PRINCIPAL OFFICE:

Corporation	☒
Partnership	☐
Individual	☐
Joint Venture	☐
Other	☐

NAME OF PROJECT (If applicable):

TYPE OF WORK (file separate form for each Classification of Work):

X General Construction	_____ HVAC
_____ Plumbing	_____ Electrical
_____ Other_____ (please specify)	

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

Sixty Three (63) Years

1.2 How many years has your organization been in business under its present business name?

Thirty Seven (37) Years

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: **August 15, 1986**

1.3.2 State of incorporation: **North Carolina**

1.3.3 President's name: **Ray Randolph**

1.3.4 Vice-president's name(s): **Charles Randolph**
Joel Randolph
Jeff Randolph

1.3.5 Secretary's name: **Gail Randolph**

1.3.6 Treasurer's name: **Gail Randolph**

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

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1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contracting (Unlimited)
License no. 21477-North Carolina
General Contracting (Unlimited)
License no. 11857-South Carolina

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

North Carolina
South Carolina

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

concrete work
carpentry
finish carpentry
specialties
steel erection
masonry work

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) **No**

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3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

50,000,000.00

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

35,000,000.00

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

Builders First Source — **704-983-6748**
2100 Sterling Dr.
Albemarle, NC 28001
Bob Beane

Cook and Boardman — **336-768-8872**
3916 West Point Blvd.
Winston Salem, NC 27103
Christi McBride

Concrete Supply — **704-353-2026**
3823 Raleigh, St.
Charlotte, NC
Rita Jenkins

4.2 Bank References:

Truist — **980-465-5118**
200 S. College Street
Charlotte, NC 28202
Jeff Pacetti

4.3 Surety:

4.3.1 Name of bonding company: **Liberty Mutual Surety** **704-759-7295**
13830 Ballantyne Corporate, Suite 450
Charlotte, NC
Mr. Wes Kenney

4.3.2 Name and address of agent: **Rutherfoord Assurance Co.**
5605 Carnegie Blvd. Suite 300
Charlotte, NC 28209 **704-367-3466**

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WORK IN PROCESS

Item 3.4

PROJECT NAME	OWNER/ ARCHITECT	CONTRACT AMOUNT	PERCENT COMPLETE	FINISH DATE	% WORK BY OWN FORCE
Huntersville Lutheran Church	The Adams Group, AIA	$4,750,000	5%	May-24	10%
Alpha Behavioral Health	Pike, McFarland, Hall Associates, AIA	$4,125,000	5%	Apr-24	10%
Virginia Hylton Park	The Boudreaux Group, AIA	$7,945,000	45%	Feb-24	10%
Lincoln Heights School Renovation	Neighboring Concepts, AIA	$1,847,000	75%	Sep-23	10%
E. E. Waddell High School Renovation	Mosley Architects, AIA	$1,864,520	75%	Sep-23	10%
Monroe Police Station & Monroe Senior Center	Stewart Cooper Knewell. AIA	$18,300,000	95%	Aug-23	15%
Bee Safe Wine & Storage	Lindsey Architecture, AIA	$8,500,000	95%	Jul-23	10%

RANDOLPH & SON
BUILDERS, INC.

WORK COMPLETED

Item 3.5

PROJECT NAME	OWNER/ ARCHITECT	CONTRACT AMOUNT	FINISH DATE	% WORK BY OWN FORCE
Lincoln Charter School	Boomerang Design	$13,500,000	2022	5%
Sandhill Medical Facility	Jeff Lewis, AIA	$3,150,000	2022	10%
Wesley Chapel Volunteer Fire Department	Stewart Cooper Knewell. AIA	$4,250,000	2022	10%
Alpha Behavorial Clinic	Pike, McFarland, Hall Associates, AIA	$6,410,000	2022	10%
Hyatt Place	Olive Architecure, AIA	$12,850,000	2021	5%
ABC Store	RDM Architecture, AIA	$2,520,000	2021	15%
IceHouse Pavilion	Catalyst Architecture, AIA	$3,450,000	2021	10%
Bee Safe Wine & Storage	Lindsey Architecture, AIA	$7,500,000	2020	15%
Bee Safe Wine & Storage	Lindsey Architecture, AIA	$7,257,000	2020	15%
Gaston College Veterinary Technology Facility	Stewart Cooper Knewell. AIA	$5,750,000	2020	15%
Owens Corning	O'Brien & Gere Engineers	$3,650,000	2019	15%
Andrew Jackson High School Multipurpose Building	Mosley Architects, AIA	$18,450,000	2019	10%

RANDOLPH BUILDERS, INC.

WORK COMPLETED

PROJECT NAME	OWNER/ ARCHITECT	CONTRACT AMOUNT	FINISH DATE	% WORK BY OWN FORCE
University of North Carolina at Charlotte Admissions and Visitors Center	Watson Tate Savory Architects, AIA	$8,250,000	2019	10%
Harvest Baptist Church	Adams Group Architects	$3,960,000	2019	15%
Tega Cay Police Station	Mosley Architects, AIA	$4,550,000	2019	15%
Caughman Road Elementary School Classroom Addition	Jumper Carter Sease Architects	$4,750,000	2019	10%
Schafer Systems International, Inc.	L. B. Smith & Associate, P.A.	$7,500,000	2018	10%
Schafer Systems International, Inc.	L. B. Smith & Associate, P.A.	$18,500,000	2018	10%
Midland Tech Library Columbia, SC	Quackenbush Architects	$13,520,000	2018	10%
Mecklenburg Yard Waste	Kimley-Horn & Associates	$13,700,000	2017	10%
Tega Cay Fire Station	ADW Architects, AIA	$3,550,000	2017	5%
Mecklenburg Foxhole Scale Expansion	CDM Smith	$2,850,000	2017	5%
CHESCO Recreational	Goforth, Brown & Associates, Inc.	$3,898,000	2017	35%
Plaza Medical Office	Adams Group Architects	$2,560,000	2017	10%
Fort Mill & York Magistrate Office	DP3 Architects, Ltd.	$3,480,000	2017	10%
CMPD Police Station	C Design Inc.	$6,980,000	2016	10%
Clover Memorial Stadium	LS3P Associates LTD	$4,645,000	2016	10%
Norfolk Southern Crew Building	Norfolk Southern	$2,850,000	2016	40%
Harper Canopy Addition	C.L. Helt Architect, AIA	$2,560,000	2016	15%
USC Tennis Facility	CHA Sports	$4,845,000	2016	10%
Orangeburg Head Start	[illegible]	[illegible]000	2016	10%

KEY PEOPLE

Item 3.6

NAME	POSITION	EXPERIENCE	SPECIALTY	CAPACITY
Ray Randolph	President	65	General Construction	Manager
Chuck Randolph	Vice-President	42	Design Build	Sales/Engineer
Jeff Randolph	Vice-President	38	General Construction	Project Manager
Joel Randolph	Vice-President	28	General Construction	Business Development
Gail Randolph	Secretary/Treasurer	42	Bookkeeping&Acct.	Office Manager
Landra Henderson	Project Management	29	General Construction	Office
Roger Chrismon	Sr. Estimator	40	General Construction	Estimating
Amit Talathi	Preconstruction	14	General Construction	Estimating
Austin Randolph	Project Manager	8	General Construction	Project Manager
Manish Venugopal	Project Manager	14	General Construction	Project Manager
Kashif Hasnain	Project Manager	16	General Construction	Project Manager
Allen Bodel	Superintendent	37	General Construction	Superintendent
Stan Levitt	Superintendent	38	General Construction	Superintendent
Richard Anderson	Superintendent	34	General Construction	Superintendent
Tommy Helms	Superintendent	30	General Construction	Superintendent
Thomas Edwards	Superintendent	32	General Construction	Superintendent
Lee Anderson	Superintendent	7	General Construction	Superintendent
Donnie Browning	Superintendent	27	General Construction	Superintendent
Tyler Helms	Superintendent	9	General Construction	Superintendent

RANDOLPH & SON
BUILDERS, INC.

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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6. SIGNATURE

6.1 Dated at this 5th day of September 20

Name of Organization: Randolph and Son INC.

By: Jeff Randolph

Title: Vice President

6.2

Mr. Jeff Randolph being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of September 2023

Notary Public: Gail L. Randolph

My Commission Expires:

GAIL L. RANDOLPH NOTARY PUBLIC NORTH CAROLINA My Commission Expires OCT. 25, 2025

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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ITB 2024-004

Transit Building

9/5/2023 11:00

Vendor	Bid Bond	A305	MBE	Addendum 1&2	Base Bid
Salcoa Contracting, Inc	Yes	Yes	Yes	Yes	$1,112,600.00
Randolph	Yes	Yes	Yes	Yes	$1,112,500.00
Liles Construction	Yes		Yes	Yes	$1,157,889.00

Bid Opening Attendees

Jody Farrow-Bennett	Rowan County
Michelle Doyle	Rowan County
Pete Bogle	Bogle Firm
Don Bringle	Rowan County
Craig Powers	Rowan County
Valerie Steele	Rowan County
Cash Kashif	Rrandolph
Kevin May	Salcoa Contracting
Josh Triplett	Salcoa Contracting
Frank Pinto	Lyles Construction

I hereby certify that this is a true tabulation of the bids received.

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

Alt. 1	Alt. 2	Alt. 3	Alt. 4	All	Alt 1 & 3 Only
$0.00	$70,000.00	$12,000.00	$15,000.00	$1,209,600.00	$1,124,600.00
$0.00	$98,000.00	$5,400.00	$9,970.00	$1,225,870.00	$1,117,900.00
$8,100.00	$110,860.00	$29,440.00	$17,020.00	$1,323,309.00	$1,195,429.00

8/8/2023

25000 Contingency 10% retainiage

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Rowan County
130 W. Innes Street
Salisbury, NC 28144

and the Contractor:
(Name, legal status, address and other information)

Randolph & Son Builders, Inc.
1010 Culp Road
Pineville, NC 28134
NC License #21477

for the following Project:
(Name, location and detailed description)

Rowan Transit System
2726 Old Concord Road, Salisbury
This project consists of a single story, 2,400 square foot, new construction, office facility for Rowan County's Transit System, and associated parking lot, transit van parking, fencing, grading, and landscaping, as described on the final construction documents dated 7/31/23, including addenda, and as bid on 9/5/23.

The Architect:
(Name, legal status, address and other information)

Bogle Firm Architecture, PLLC
110 N. Main Street, Suite 200
Salisbury, NC 28144

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.
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TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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7 GENERAL PROVISIONS

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10 ARCHITECT

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12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

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15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[X] Not later than three hundred (300) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

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

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

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

§ 3.2 The Stipulated Sum shall be One Million, One Hundred Seventeen Thousand, Nine Hundred dollars ($ 1,117,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #3, Tree Removal ADD of $5,400 (included in Stipulated Sum above)
Alternates #1, #2, and #4 were not accepted.

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§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1 -Undercut and Fill	Per cubic yard	$38.00 / CY

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
General Contingency	$25,000
Undercut & Fill Allowance (200 CY)	$7,600
Testing Allowance	$5,000
Brick Allowance	$485 per thousand
Tap Fee Allowance	$16,000
Signage Allowance	$4,000

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

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

N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

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

N/A

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

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

N/A

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

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

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If work does not reach substantial completion prior to the construction time listed in this contract, the Architect will access Liquidated Damages to the Contract at the rate of Five Hundred dollars ($500) per calendar day until substantial completion is achieved and verified by the Architect.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

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

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

10% Retainage on each Pay Application

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

%

§ 4.2 Final Payment

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

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

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

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(1131968620)

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(See attached Table of Contents)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

(See attached Schedule of Drawings)

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	August 21, 2023	7
Addendum #2	August 23, 2023	5

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

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

.1 Other Exhibits:
(Check all boxes that apply.)

[ ] Exhibit A, Determination of the Cost of the Work.

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order,

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(3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

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

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

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

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

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

§ 7.10 Relationship of the Parties

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

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

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

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

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

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

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or

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neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 9.2 Supervision and Construction Procedures

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

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for

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

§ 9.5 Taxes

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

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

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

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

§ 9.7 Allowances

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

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

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

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

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or

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certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

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

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

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

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

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

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

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

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment.

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The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

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

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

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

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

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

ARTICLE 11 SUBCONTRACTORS

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

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

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

ARTICLE 14 TIME

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

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

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

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

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

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

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

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

§ 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

- **.1** the documents enumerated in Article 6, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

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

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

§ 15.3 Applications for Payment

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

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

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

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

§ 15.4 Certificates for Payment

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

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

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to

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make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

§ 15.5 Progress Payments

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

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

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

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

§ 15.6 Substantial Completion

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

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

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

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

§ 15.7 Final Completion and Final Payment

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

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

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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

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

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

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the

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

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

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

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

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

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

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

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

§ 17.1.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

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

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage	Limits
See Supplementary General Conditions	for full details of required Insurance Coverages

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on

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a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

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

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

§ 17.2.2.7 Waiver of Subrogation

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

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

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

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits
N/A	

§ 17.3 Performance Bond and Payment Bond

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

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

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

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

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

Aaron Church
130 W. Innes Street
Salisbury, NC 28144
704.216.8180
aaron.church@rowancountync.gov

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

Jeff Randolph
Randolph & Son Builders, Inc.
1010 Culp Road
Pineville, NC 28134
704.588.7116

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

ARTICLE 20 TERMINATION OF THE CONTRACT
§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 20.3 Termination by the Owner for Convenience

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

ARTICLE 21 CLAIMS AND DISPUTES

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

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 21.3 Time Limits on Claims

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

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

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

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The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Init.
/
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Additions and Deletions Report for

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PAGE 1

AGREEMENT made as of the day of in the year Two Thousand Twenty Three

...

Rowan County
130 W. Innes Street
Salisbury, NC 28144

...

Randolph & Son Builders, Inc.
1010 Culp Road
Pineville, NC 28134
NC License #21477

...

Rowan Transit System
2726 Old Concord Road, Salisbury
This project consists of a single story, 2,400 square foot, new construction, office facility for Rowan County's Transit System, and associated parking lot, transit van parking, fencing, grading, and landscaping, as described on the final construction documents dated 7/31/23, including addenda, and as bid on 9/5/23.

...

Bogle Firm Architecture, PLLC
110 N. Main Street, Suite 200
Salisbury, NC 28144

PAGE 3

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

...

[X] Not later than three hundred (300) calendar days from the date of commencement of the Work.

...

[X] Stipulated Sum, in accordance with Section 3.2 below

...

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§ 3.2 The Stipulated Sum shall be One Million, One Hundred Seventeen Thousand, Nine Hundred dollars ($ 1,117,900.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #3, Tree Removal ADD of $5,400 (included in Stipulated Sum above)
Alternates #1, #2, and #4 were not accepted.

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Unit Price #1 -Undercut and Fill	Per cubic yard	$38.00 / CY

...

General Contingency	$25,000
Undercut & Fill Allowance (200 CY)	$7,600
Testing Allowance	$5,000
Brick Allowance	$485 per thousand
Tap Fee Allowance	$16,000
Signage Allowance	$4,000

...

N/A

...

N/A

...

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A

PAGE 5

N/A

...

N/A

...

N/A

...

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If work does not reach substantial completion prior to the construction time listed in this contract, the Architect will access Liquidated Damages to the Contract at the rate of Five Hundred dollars ($500) per calendar day until substantial completion is achieved and verified by the Architect.

...

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

...

10% Retainage on each Pay Application

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

N/A

...

N/A

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(See attached Table of Contents)

...

(See attached Schedule of Drawings)

...

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Addendum #2	August 23, 2023	5

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

...

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

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

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

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

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

...

See Supplementary General Conditions for full details of required Insurance Coverages

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N/A

PAGE 23

Aaron Church
130 W. Innes Street
Salisbury, NC 28144
704.216.8180
aaron.church@rowancountync.gov

...

Jeff Randolph
Randolph & Son Builders, Inc.
1010 Culp Road
Pineville, NC 28134
704.588.7116

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Certification of Document's Authenticity

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I, Donald Richard Bogle, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:13:59 ET on 09/07/2023 under Order No. 2114396442 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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End of SECTION 01011

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To appropriate funds to cover new transit building

Prepared by: Teresa Sharpless
Date: 9/13/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance-Unrestricted	R	1144112-495000	282,900	
Disaster Relief Reimbursement	R	1144112-431300	835,000	
C/A - Rowan Transit Relocation	E	1154112-574004	282,900	
C/A - Rowan Transit Relocation	E	1154112-574004-7030	835,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 03-253
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/13/23		Date:	Posted by:
Signature: Anna Burger		Signature:	Approved by:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Ed Muire, Planning and Development Director
DATE: 9/18/2023
SUBJECT: Award Contract for 2024-001 Land Use Plan - Benchmark

---

Rowan County received proposals for a Land Use Plan requested by the Rowan County Planning and Development. Three (3) bid responses were received. After careful evaluation, and completion of scoring, Benchmark was selected. The County would like to award the bid to Benchmark CMR, Inc. who submitted the lowest total base bid in the amount of $118,500.00.

Major Task in the Project Approach	Estimated Cost
Task One: Project Initiation	$3,500.00
Task Two: Background Research & Public Input Survey	$31,500.00
Task Three: Prepare First Draft of the Plan	$45,000.00
Task Four: Public Input on the Draft Plan	$20,500.00
Task Five: Prepare Final Plan	$18,000.00
TOTAL	$118,500.00

This project was budgeted at $88,500 and an additional $30,000 is being moved from Plannings Consulting services.

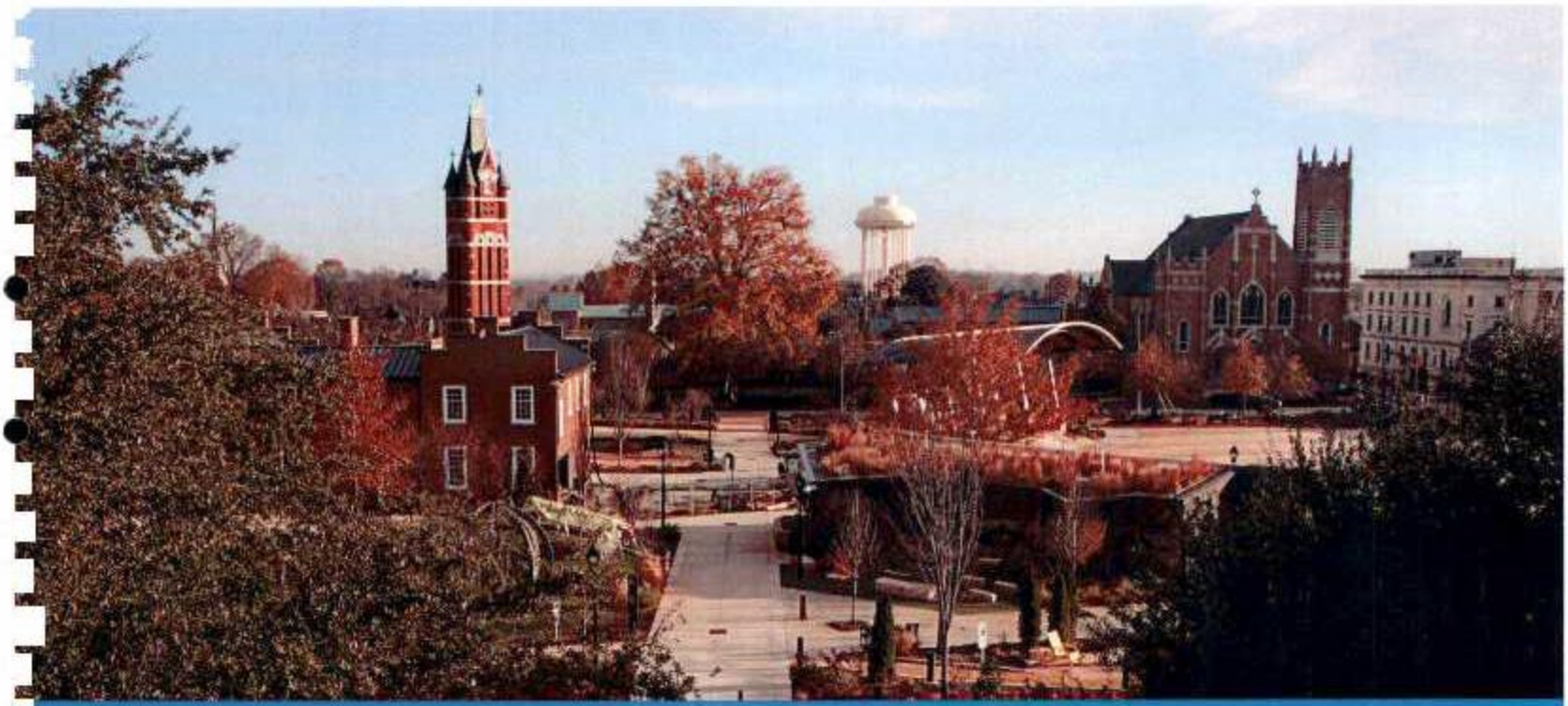
Attached are the budget amendment, bid tab form, evaluations, proposal from Benchmark, and the Standard Contract (Unsigned).

Recommendation:
Board of Commissioners to award the bid to Benchmark CMR, Inc. and authorize the County Manager to approve the contract with Benchmark CMR, Inc. in the amount of 118,500.00.
AND
Approved attached budget amendment.

ATTACHMENTS:
1. Bid Document
2. Bid Tab
3. Evaluation

4. Contract
5. budget amendment

Statement of Proposal
August 8, 2023



COMPREHENSIVE LAND USE PLAN
ROWAN COUNTY, NC

Submitted by:

BENCHMARK
400 CLARICE AVE STE 130
CHARLOTTE, NC 28204
704.933.5990 • 800.650.3925
www.benchmarkplanning.com

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"We listen intently to your community's concerns and ideas to create places worth celebrating."

Weaverville, North Carolina

Shepherdstown, West Virginia

Suffolk, Virginia

BIDDER INFORMATION SHEET

1. COMPANY NAME: Benchmark CMR, Inc. (d.b.a. - Benchmark Planning)
2. OWNER OF COMPANY: Jason M. Epley, AICP
3. NUMBER OF YEARS IN BUSINESS: 42
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: 10
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

   CONTACT: Jason M. Epley

   TELEPHONE: 704-933-5990 (mobile - 704-305-4381)

   EMAIL: jepley@benchmarkplanning.com

6. PLEASE LIST THREE (3) REFERENCES FROM A MUNICIPALITY OR COUNTY GOVERNMENT FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER TWO (2) FROM A COUNTY GOVERNMENT.

REFERENCE NO. 1

NAME & TITLE: Chris Martin, Planning Director

AGENCY: Cleveland County

ADDRESS: Cleveland County Government, PO Box 1210, Shelby, NC 28151

TELEPHONE: 980-484-4947

NATURE OF ASSOCIATION: Supervised Benchmark's preparation of the Comprehensive Land Use Plan

EMAIL: chris.martin@clevelandcountync.gov

REFERENCE NO. 2

NAME & TITLE: Lori Oakley, AICP, CZO, Planning Director

AGENCY: Person County (Currently with the Town of Elon)

ADDRESS: Town of Elon, 104 S. Williamson Ave., Elon, 27244

TELEPHONE: 336.584.2859

NATURE OF ASSOCIATION: Supervised Benchmark's preparation of the Joint Comprehensive Land Use Plan for Person County and the City of Roxboro.

EMAIL: loakley@elon.gov

REFERENCE NO. 3

NAME & TITLE:	Jason Miller, PhD, AICP, Planning Director
AGENCY:	City of Archdale
ADDRESS:	City of Archdale, 307 Balfour Drive, Archdale, NC 27263
TELEPHONE:	336.434.7334
NATURE OF ASSOCIATION:	Supervised Benchmark's preparation of the Comprehensive Plan
EMAIL:	jmiller@archdale-nc.gov

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposal documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: #1 dated July 28, 2023

_____ dated _____

Proposed days to Complete: 519 days (17 months)

Benchmark CMR, Inc.	56-1646141
COMPANY NAME	FEDERAL ID#
	N/A
	CONTRACTOR LICENSE ID#

400 Clarice Ave., Ste. 130		Charlotte	NC	28204-2768
STREET ADDRESS	PO BOX	CITY	STATE	ZIP

704-933-5990	N/A
TELEPHONE #	FAX #

SIGNATURE

Jason M. Epley
SIGNATORY'S NAME (printed)

President & CEO
SIGNATORY'S TITLE (printed)

Base Bid: $ 118,500

*Rowan County is seeking a fixed cost for all items above to be partially billed at mutually agreed upon milestones.

400 Clarice Ave, Suite 130
Charlotte, NC 28204-2768

August 8, 2023

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144

RE: RFP #2024-001 - Land Use Plan

Dear Ms. Farrow-Bennett and Selection Committee:

On behalf of Benchmark, I would like to thank you for the opportunity to submit our firm's qualifications for assisting the County with preparing the Comprehensive Land Use Plan. For nearly 40 years, Benchmark has worked with local governments to develop meaningful, action oriented, and community-driven plans. Our team is comprised of planning, economic development, transportation, and urban design professionals who are passionate about their work, and commit the full depth of their experience to each of the projects that we work on.

As our qualifications demonstrate, the core team members assigned to this project possess a diverse array of experience working on similar projects in communities across the country. Specifically, we have experience working with communities in North and South Carolina that have unique urban and rural settings that are experiencing similar growth issues in the Charlotte metropolitan region. Recent examples in this region include our current work for Lancaster County, SC on their comprehensive plan and the Cleveland County Comprehensive Land Use Plan that was adopted in 2021.

If you have any questions or need additional information that is not covered in our proposal, please feel free to contact me by telephone at 704.305.4381 or by email at jepley@benchmarkplanning.com.

Respectfully,

Jason M. Epley, AICP
President & CEO

COMPANY INFORMATION:
Benchmark CMR, Inc.
(d.b.a.) Benchmark Planning
400 Clarice Ave, Suite 130
Charlotte, NC 28204-2768
704-933-5990
admin@benchmarkplanning.com
www.benchmarkplanning.com

STAFF ASSIGNED:
Jason Epley, AICP
Vagn Hansen, AICP
Bridget Callea, AICP
Monika Gehl, AICP

COMPANY ESTABLISHED:
North Carolina - 1982

COMPANY INCORPORATED:
North Carolina - 1989

TYPE OF CORPORATION:
S - Corporation

AUTHORIZED NEGOTIATOR:
Jason M. Epley, AICP
President & CEO
Benchmark Planning
400 Clarice Ave, Ste. 130
Charlotte, NC 28204-2768
704-933-5990 | (m) 704-305-4381
jepley@benchmarkplanning.com

FIRM OVERVIEW

Since our founding in 1982, Benchmark Planning's dynamic leadership in the field of urban planning has helped our client communities achieve their aspirations through an approach that is best described as the **ART + SCIENCE OF PLANNING** - a philosophy which blends our creative talent with the practical application of our technical expertise.

Headquartered in Charlotte, the Benchmark team is focused on comprehensive planning, urban design, land use regulations, public engagement, and military community planning across the country. Our talented team of planners has a breadth of experience that provides our clients with innovative ideas and solutions that are necessary to solve complex problems and develop plans that are grounded in reality and focused on implementation. Over the last 40 years, Benchmark has worked in well over 400 communities across the country preparing a wide variety of plans. Our experience in all aspects of the planning field help us to formulate a well rounded approach to each project.

COMPREHENSIVE PLANNING

Preparing comprehensive plans and land use plans for municipal and county governments is a core component of Benchmark's practice. Since the company's inception, Benchmark's team has worked closely with local governments to prepare plans that address our client communities' unique growth and development challenges. Our client base spans a wide range of community types, ranging from small rural communities with several thousand residents, to growing suburbs, to larger urban cities, and to regional organizations spanning multiple counties with hundreds of thousands of residents. Our team has prepared plans that range from city or county comprehensive plans, to small area plans for revitalizing urban neighborhoods, to planning at the regional scale to address land use compatibility conflicts around military installations. All of our planning efforts are focused on achieving our clients' goals through the development of sound strategic land use guidance that is based on our significant experience and understanding of best practices in the field.

PUBLIC OUTREACH AND ENGAGEMENT

Our team members facilitate successful public involvement and consensus building through stakeholder interviews, charrettes, pop-up events, focus group meetings and workshops. We leverage technology to support public engagement activities and facilitate engagement throughout the planning process. This includes the use of interactive online engagement and real-time digital polling during public meetings.

GIS MAPPING AND ANALYSIS

Our team of GIS analysts and cartographers focus on using the significant power of digital mapping to both produce complex analyses of issues in our client communities and prepare digital mapping products that clearly convey complex ideas in a straightforward and easily understandable manner.

GROWTH MANAGEMENT

Benchmark's team can help your community develop practical plans and strategies to both manage and direct growth to maximize the benefits of your infrastructure investments. We achieve this through complex development capacity and cost/benefit analyses that allow a community to measure both their capacity for growth and its potential impacts. We use the results of these analyses to prepare strategies and policy recommendations that help your community realize the preferred growth scenario and maximize the benefits that it realizes from new growth.

DEVELOPMENT REGULATIONS

Benchmark's team of planning professionals has a wealth of experience in both writing and administering a wide variety of development ordinances, including standalone zoning and subdivision regulations, unified development ordinances, and specialized ordinances dealing with design regulation and similar matters. Our team regularly advises both local governments and private developers on regulatory matters, keeping our team grounded in the practical realities of development practices. This in turn helps to inform and improve the effectiveness of the ordinances that we author.

URBAN DESIGN AND PLACEMAKING

Our interdisciplinary urban design team helps communities prepare practical design concepts and standards based on the unique typologies and character (e.g. downtown centers, commercial corridors, neighborhood infill sites) of project focus areas. Our urban designers identify design solutions and strategies that are based on their practical experience with implementation and best practices that our team has learned through many years of national and international practice in the field.

ECONOMIC DEVELOPMENT

Benchmark has extensive experience with assisting local governments with strategic economic development planning and implementation projects. Recent experience includes preparing a working lands study for the Central Midlands Council of Governments in Columbia, SC, brownfields redevelopment projects in Chapel Hill,

NC and Greenwood, SC, and an Innovation District Plan for Portsmouth, VA. Benchmark also works with private entities on economic development planning, including work with the Multi-State Environmental Response Trust on the redevelopment of a former Kerr-McGee industrial site in Navassa, NC and developing a statewide inventory and GIS database of potential rail-served industrial sites for the North Carolina Railroad Company.

TRANSPORTATION PLANNING

Our planners understand the critical linkages between transportation and land use, and we strive to seek innovative solutions to our clients' transportation needs. Whether it is identifying new highway corridors to spur economic development, re-imagining a downtown streetscape, or planning routes for a greenway system, our team brings a wealth of experience in solving complex transportation issues. In North Carolina, Benchmark is an NCDOT prequalified consultant for a variety of Transportation Planning tasks and projects, and we have worked with a variety of other state DOT agencies as well.

SUSTAINABILITY

The Benchmark team is committed to sustainable development practices, and we regularly incorporate these principles into our plans and studies. Our planners have worked on projects that promote sustainable growth coupled with habitat protection for endangered species, coastal resource protection, and the conservation of working lands across the country. Beyond environmental sustainability, our team strives to provide our client communities with development strategies and policy guidance that foster growth patterns that limit the impact on finite community resources (school and transportation capacity, public safety services, utilities, etc.), while allowing growth to continue in an orderly and rational manner that is responsive to market demands.

Mount Airy, NC - Recent Public Workshop

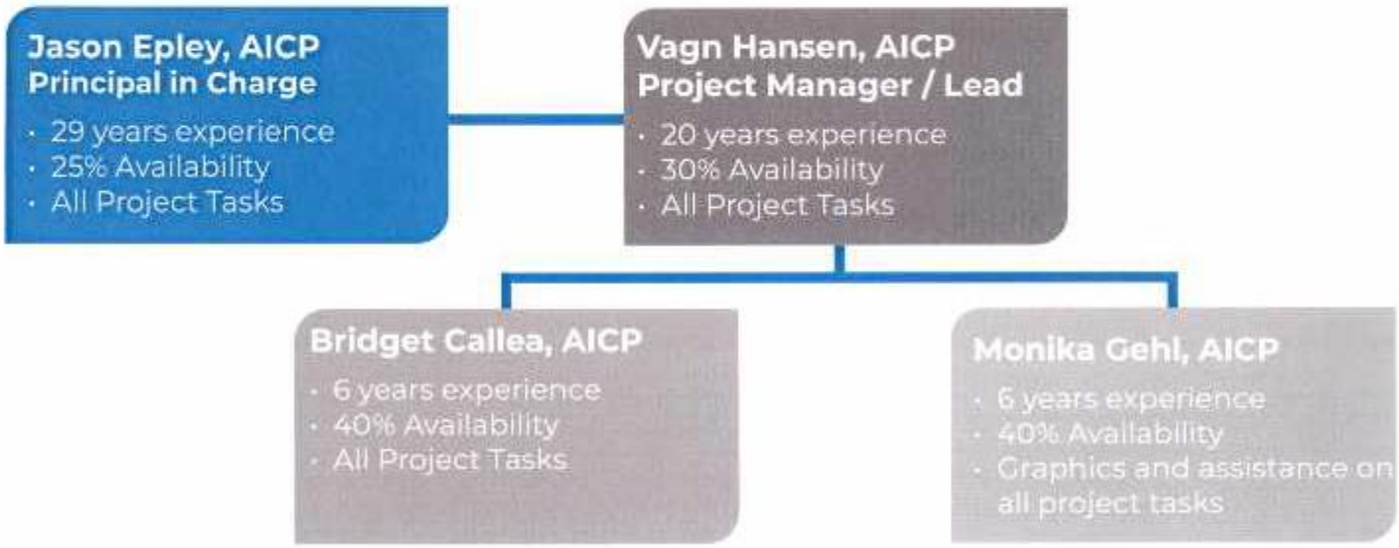
II. TEAM QUALIFICATIONS

PERSONNEL

Benchmark's team will be led by it's President, Jason Epley, AICP. As the principle in charge, Jason will be responsible for the completion of the project on-time and on-budget. He has 29 years of experience in the planning profession, and has served in a variety of planning and urban design leadership roles over his career, including as a downtown manager, as a planner for local governments in North and South Carolina, as a regional planner with the North Carolina Department of Commerce, and, for the last 16 years, as a consultant in private practice serving a national client base. Jason has led more than 50 comprehensive planning projects over his career.

Vagn Hansen, AICP will be serving as the Assistant Project Manager and Lead Planner - assisting Mr. Epley with the overall scope of the project, organizing the project team, and directing the day-to-day planning effort. With over 20 years of professional planning experience, Mr. Hansen brings national experience preparing plans for a range of client communities to the project team.

Additional staff support from Benchmark will be provided by Bridget Callea, AICP and Monika Gehl, AICP, who will both provide assistance with research and graphic production. Other team members from Benchmark will be on stand-by as needed throughout the process.



JASON M. EPLEY AICP

President & CEO | Benchmark

Mr. Epley brings 29 years of national experience in the planning profession to Benchmark's consulting team. Having worked at Benchmark Planning for 16 years and currently the President of Benchmark CMR, Inc., Jason's past positions have included working with municipal, county, regional and state government planning programs throughout North Carolina. He specializes in land use and comprehensive planning, economic development, urban design, public involvement, and meeting facilitation. Jason brings additional expertise and experience with downtown development and design, and currently serves in the role of Executive Director of the North Carolina Downtown Development Association. He has a wealth of experience helping communities develop meaningful plans and sound implementation strategies through ordinance preparation and adoption, with project experience in well over 150 communities across the country.

Education

Master of City and Regional Planning, Clemson University
BA Geography, University of North Carolina - Greensboro

Professional Certifications/Affiliations

Member, American Institute of Certified Planners
Member, American Planning Association
Member, National Society of Certified Public Managers
Member, National Trust for Historic Preservation

Other Professional Associations

Executive Director, NC Downtown Development Association

Relevant Experience

Comprehensive Plan
Blowing Rock, NC

Comprehensive Plan
Mount Airy, NC

Comprehensive Plan
Bermuda Run, NC

Comprehensive Plan
Aiken, SC

Comprehensive Plan
Alleghany County, VA

Comprehensive Plan
Colleton County, SC

Comprehensive Land Use Plan
Cleveland County, NC

Comprehensive Land Use Plan
Person County, NC

Comprehensive Land Use Plan
Lee County, NC

Comprehensive Land Use Plan
Onslow County, NC

Comprehensive Land Use Plan
Western Rowan County, NC

Comprehensive Plan
Wilson County, NC

Comprehensive Plan
Lancaster County, SC

Comprehensive Plan
Jamestown, NC

Comprehensive Plan
Shepherdstown, WV

VAGN K. HANSEN AICP

Senior Planner | Benchmark

Mr. Hansen brings 20 years of experience in the planning profession to the consulting team and has been with the Benchmark team for 15 years. He has professional experience as a local government planner with both large and small municipalities, as a consultant for the NC Department of Commerce, and has been in private practice for the last 14 years. Mr. Hansen specializes in comprehensive planning, military land use compatibility planning, land use regulations, and geographic information systems (GIS).

A primary focus of his practice is performing complex spatial analyses to help local governments make informed decisions on land use, infrastructure, and related growth management policies. In addition to his consulting practice, Mr. Hansen has supervised municipal planning and zoning administration services for several of Benchmark's client communities in North Carolina and South Carolina over the years, including the municipalities of Aiken, Harrisburg, Mount Pleasant, Midway, and Wesley Chapel.

Education

MA Applied Geography, University of North Carolina - Greensboro
BA Geography, University of North Carolina - Wilmington

Professional Certifications / Affiliations

Member, American Institute of Certified Planners
Member, American Planning Association

Other Professional Associations

Executive Director, Ft. Bragg Regional Land Use Advisory Commission
Advisor, Elizabeth Community Association Land Use Committee

Relevant Experience

Comprehensive Plan
Aiken, SC

Comprehensive Plan
Gatesville, TX

Comprehensive Plan
Archdale, NC

Comprehensive Plan
Alleghany County, VA

Comprehensive Plan
Jamestown, NC

Comprehensive Plan
Blowing Rock, NC

Neighborhood Plan
Cape Girardeau, MO

Downtown Master Plan
Suffolk, VA

Redevelopment Plan
Chapel Hill, NC

Redevelopment Plan
Navassa, NC

Multi-Jurisdictional Land Use Plan
Sanford, NC

Zoning and Subdivision Ordinances
Onslow County, NC

Comprehensive Plan
Bermuda Run, NC

Comprehensive Plan
Weaverville, NC

Comprehensive Plan
Mount Pleasant, NC

BRIDGET CALLEA AICP

Urban Planner | Benchmark

Ms. Callea joined Benchmark Planning in June of 2019. Prior to joining Benchmark, Ms. Callea was a Planner with WGI, a national design firm in the public and private infrastructure markets. Ms. Callea holds a Master's degree in Urban and Regional Planning from Florida State University, where she received the APA-FL Chapter Outstanding Planning Student of the Year, and a Bachelor of Arts degree in Architectural Studies from Hobart & William Smith in Geneva, New York. Ms. Callea specializes in comprehensive planning, transportation planning, and urban design, assisting the Benchmark Planning team with meeting facilitation, background research, plan illustration, GIS mapping, and related project tasks.

Education

MSP Urban & Regional Planning, Florida State University
BA Architectural Studies, Hobart & William Smith Colleges

Certifications/Memberships:

Member, American Institute of Certified Planners
Member, American Planning Association
Member & Communications Chair, Regional and Intergovernmental Planning Division of APA
Certified Charrette System, National Charrette Institute

Relevant Experience

Comprehensive Plan
Archdale, NC

Comprehensive Plan
Person County, NC

Comprehensive Plan
Roxboro, NC

Comprehensive Plan
Colleton County, SC

Comprehensive Plan
Jamestown, NC

Comprehensive Plan
Cleveland County, NC

Industrial Redevelopment Feasibility
Fletcher, NC

Valley Boulevard Study
Blowing Rock, NC

Future Land Use Amendments
Palm Beach County, FL

Complete Streets Project
West Palm Beach, FL

Downtown Parking Approvals
Lake Worth, FL

Comprehensive Land Use Plan,
Midway, NC

Outdoor Activity/Entertainment
Overlay District Feasibility
St. Lucie County, FL

Corridor Streetscape Plan
Palm Beach County, FL

Comprehensive Plan,
Lake Park, NC

MONIKA GEHL AICP LEED GREEN Associate

Urban Designer and Urban Planner | Benchmark

Ms. Gehl joined Benchmark Planning in June of 2017 after receiving her Bachelors of Urban & Environmental Planning and Bachelor's in Global Studies: Environment and Sustainability from the University of Virginia, School of Architecture. In addition to her work with Benchmark, Ms. Gehl worked with the Piedmont Development Group where she assisted with a variety of development applications and entitlements, technical writing and project illustrations. Ms. Gehl assists the Benchmark Planning team in the areas of background research, GIS mapping, plan illustration and related project tasks.

Ms. Gehl's greatest contribution to the Benchmark team is her exceptional ability to prepare high-quality graphics and illustrations that effectively communicate complex planning and development concepts for our clients. Whether preparing site plans depicting alternative development scenarios or 3D renderings of a downtown block, her combination of practical planning knowledge, technical skill, and artistic ability provide our client communities with a firm understanding of each project's vision.

Education

MS Community and Regional Planning, University of Texas
BUEP Urban & Environmental Planning, University of Virginia
BA Global Studies, University of Virginia

Certifications/Memberships

LEED Green Associate
Member, American Planning Association

Relevant Experience

Comprehensive Plan
Jamestown, NC

Comprehensive Plan
Onslow County, NC

Comprehensive Plan
Lee County, NC

Comprehensive Plan
Cleveland County, NC

Comprehensive Plan
Person County, NC

Comprehensive Plan
Seneca, SC

Comprehensive Plan
Archdale, NC

Neighborhood Plan
Cape Girardeau, MO

Comprehensive Plan
Covington, VA

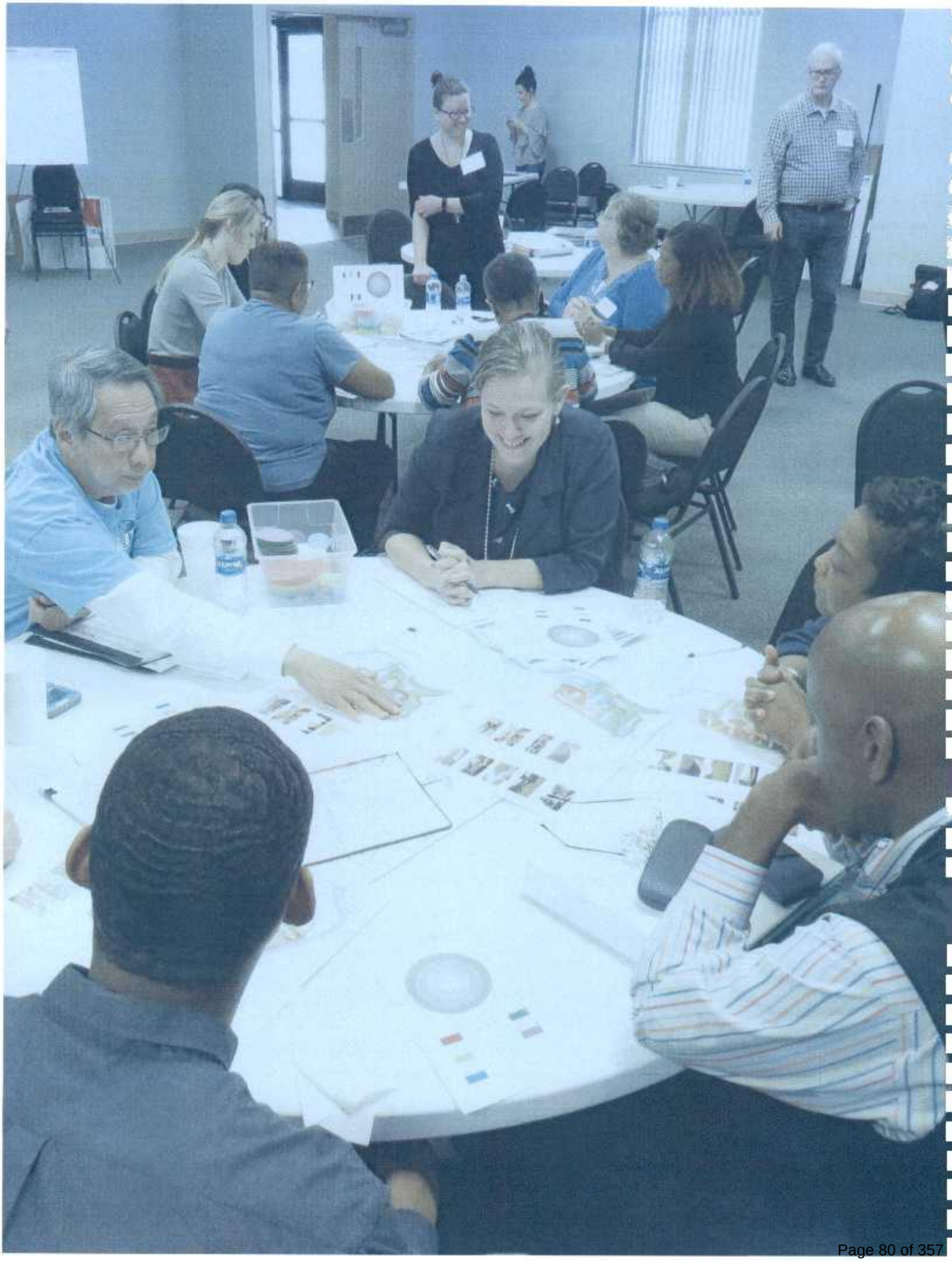
Comprehensive Plan
Gatesville, TX

Multi-Jurisdictional
Land Use Plan
Sanford / Lee County, NC

Regional Land Use Study
Fayetteville, NC

Small Area Plan
Killeen, TX

Regional Land Use Study
Little Rock, AR



III. PROJECT APPROACH

OVERVIEW

Based on our understanding of the project and our experience, we have outlined our initial thoughts on the approach we would take to prepare the Comprehensive Land Use Plan. Our process includes a total of six tasks distributed over12 to 13 months. If selected to move forward with the project, we will work with the County to refine our approach to meet your expectations and address any unique issues or needs that would necessitate an alternate approach in terms of schedule or the components of the project.

TASK 1. PROJECT INITIATION

The initial step in the planning process is to meet with County Staff and the Planning Board (acting as the steering committee/advisory group) to discuss the Comprehensive Land Use Plan in more detail. The purpose of this task is to gain insight into the current planning issues, gather all existing plans/ordinances, and set the stage for the rest of the planning process.

Action Items:

- Meet with County Staff and Planning Board.
- Discuss the public engagement plan, meeting announcements, materials for public meetings and the county's website, and overall approach to encourage participation in the Comprehensive Land Use Plan process.
- Collect existing plans and ordinances from the county, its municipalities, and others as identified.

Time Frame:

- September 2023 - October 2023

TASK 2. BACKGROUND RESEARCH & PUBLIC INPUT SURVEY

The background research step in the planning process will involve collecting all geographic information about the County and mapping features such as existing land use, environmental features, community facilities, infrastructure, and related information. Also included in this phase, is an examination of the future land development patterns. The most important part of this task is thoroughly reviewing every adopted plan and gleaning information necessary to produce a cohesive update to the Comprehensive Land Use Plan. This includes identifying the key recommendations in each adopted plan, all implementation strategies recommended in each adopted plan, and the status of those implementation strategies.

As part of our research, Benchmark plans to hold in-person listening sessions and phone interviews with subject matter experts, such as transportation and utilities representatives, and others as identified to develop a firm foundation of local knowledge. Benchmark will also gather any additional information that may be needed from the municipalities in the County regarding future land use and annexation potential.

The final step of this phase is gathering initial public input through a county-wide online survey. Benchmark will work closely with Planning Staff and input from the Planning Board to prepare the online survey. Our team will provide the digital link and advertising materials to the County for distribution online, through social medias, and other communication channels available to the County. Although not a part of this proposal, Benchmark typically develops a separate project website, and if desired, can develop a separate site for this project that can be linked to the County's Comprehensive Land Use Plan page. Otherwise, we will provide that information for display on the County's dedicated page for the project.

Benchmark will hold regular meetings with County staff to discuss preliminary findings. Our team will develop a draft presentation and key findings to be presented to the County staff prior to meeting with the Planning Board. Once the background information has been gathered and analyzed, along with the results of the public input survey, Benchmark will present the research and survey results to the Planning Board. At that meeting, Benchmark will facilitate discussion of the key issues and themes that should be addressed in developing the first draft of the Comprehensive Land Use Plan.

Action Items:

- Prepare Background Research to include:
  - Compile historical demographic, economic, and employment at the Census Tract level from 1990 to 2020 and estimate same to 2030 and 2040.
  - Evaluate the policy recommendations and future land use maps in the County's current land use planning documents, including ancillary planning documents for Comprehensive Transportation Plan, Airport Master Plan, Working Farmlands Plan, and others as identified.
  - Inventory community resources, public infrastructure and facilities, natural resources, and transportation.
  - Analyze current land use patterns and growth trends incorporating use of building permit data.
  - Review and consider future land use plans and annexation potential of municipalities in the County.
- Meet with subject matter experts and others as identified.
- Prepare and distribute the online public input survey.
- Review meetings with County staff to begin identifying key issues and planning themes.
- Planning Board meeting to review background research, survey results, and receive comments and input on key issues and planning themes.
- Provide updated information for the County's project page.

Time Frame:

- October 2023 - February 2024

TASK 3. PREPARE FIRST DRAFT OF THE PLAN

This task focuses on the actual preparation of the Comprehensive Land Use Plan. Each element of the Plan will be based on the foundation of information and input gathered during the first two tasks of the project. Benchmark will work closely with County staff to develop the draft land use plan, recommendations, and future land use map. The draft Plan will include relevant illustrations, GIS maps, charts, tables, and diagrams to communicate the recommendations. Once an initial draft has been developed, Benchmark will meet with the Planning Board to receive feedback. Based on the feedback received from the Planning Board, Benchmark will draft changes as determined. If significant changes are required, a second meeting will be held with the Planning Board during this task prior to seeking public input on the draft Plan.

The draft Plan will include narrative for each data category or inventoried element in the background/data gathering phase. The draft will include expectations and/or implications based on trends identified during the background research. We will prepare associated charts, graphs, illustrations, and mapping as needed. The draft will also include the Integration of all relevant planning documents into the comprehensive land use plan. In addition, the draft will include the documented existing conditions and future land use map to include primary and secondary growth areas with potential areas of commercial / industrial growth identified. Finally, the first draft will include initial goals, objectives, and action items for achieving the future land use map with recommendations or "locational" policies for consideration of map amendments.

Action Items:

- Benchmark will work closely with County staff to prepare the first draft of the Comprehensive Land Use Plan.
- The Planning Board will review and provide feedback on draft Plan (up to 2 meetings).
- Benchmark will prepare revisions and finalize the first draft of the Plan for public review and input.

Time Frame:

- March 2024 - July 2024

TASK 4. PUBLIC INPUT ON THE DRAFT PLAN

Once the draft Plan is ready for public review, the Plan will be made available on the County's project page along with public meeting advertisements provided by Benchmark for the County to distribute to the public. The public drop-in meetings will be held in the evenings at five locations across the County to be determined with County staff and the Planning Board. Benchmark will provide large format displays and information for all of the meetings. Benchmark staff will assist with greeting meeting attendees and assist with guiding people through the information and answering questions about the future land use plan, its recommendations, and the future land use map. Benchmark will also prepare informational handouts for meeting participants to have a reference for the meeting and to take home for review. Additional Benchmark staff beyond our project team can be available to assist with meetings based on anticipated attendance.

EXAMPLES OF PUBLIC ENGAGEMENT ACTIVITIES

4th of July Public Engagement - Archdale, NC

Archdale Growth Management Game

Project Website - Waxhaw, NC

Alive after Five Event - Lumberton, NC

Drop-In Meeting - Cleveland County, NC

Walking Tour - Jamestown, NC

Action Items:

- Schedule and hold five public drop-in meetings in the evenings at five locations across the County.
- Prepare meeting advertisements and materials for the County to distribute to the public.
- Prepare large format displays and information for the public meetings.
- Document public input received at the meetings.

Time Frame:

- August 2024 - September 2024

TASK 5. PREPARE THE FINAL PLAN

Benchmark will work with County staff to review the input received from the meetings, online comments, or other comments received by the County regarding the draft Plan. As necessary, revisions will be drafted to address the input received from the public. We will include an appendix that documents all of the feedback we receive.

Once finalized, Benchmark will present the recommended revisions to the Planning Board for their feedback. A final draft of the Plan will be prepared that will be provided to the County for distribution online and through other communication channels. We suggest that the revised draft be available for public review and comment for at least 30 days. Although not part of this proposal, Benchmark can be available to facilitate additional meetings on the revised draft as requested.

Once the public review period has concluded, Benchmark will present the final Plan to the Planning Board for their formal consideration and recommendation to the Board of Commissioners. Following a favorable recommendation by the Planning Board, Benchmark will present the final Comprehensive Land Use Plan to the Board of Commissioners for the consideration of adoption. Benchmark will make additional revisions as necessary and prepare the final Plan, supporting documents, and ESRI shapefiles, for delivery to the County in digital format within 21 days of adoption.

Action Items:

- As necessary, revise the draft Plan based on public input meetings and review with County staff.
- Meet with the Planning Board to present the revisions to the draft Plan for their review and comment.
- Benchmark to present the final draft of the Comprehensive Land Use Plan to the Planning Board and to the Board of Commissioners as part of the formal adoption process.
- After adoption, Benchmark to finalize and produce all final deliverables.

Time Frame:

- October 2024 - January 2025

IV. PROJECT EXAMPLES

Comprehensive Land Use Plan
Cleveland County, North Carolina

Nestled in the foothills of the beautiful Blue Ridge mountains at the center of two of the largest metropolitan areas in the Carolinas, Cleveland County, North Carolina is a gateway to Charlotte and Asheville. Cleveland County is anchored by the charm of its small towns and community-centered values. The County is poised to take advantage of the many opportunities that are ahead.

In order to be prepared for the future, the Board of Commissioners engaged Benchmark Planning in 2020 to develop the Land Use Plan. The updated plan includes strategies that encourage growth around the major cities, while maintaining the agricultural and scenic landscapes of the rural areas throughout the County. The Plan was developed through extensive public engagement that included a community survey, public forums, and meetings held across the County. The Plan also includes land use plans for the five municipalities that have contracted with the County to manage their planning and zoning services. The Plan provides a long-range strategic direction to elected officials, appointed boards, and staff as they develop and implement projects, programs, and policies to move the County forward in a well-organized manner.

Contact:	Chris Martin, Planning Director
Phone:	980.484.4947
Email:	Chris.Martin@clevelandcountync.gov

Comprehensive Land Use Plan
Lee County / Sanford, North Carolina

Benchmark developed a multi-jurisdictional land use plan for the City of Sanford, Lee County, and the Town of Broadway under the guidance of the Joint Planning Commission, which is a standing committee comprised of elected and appointed officials of each participating jurisdiction. The land use plan is intended to serve as both a physical and policy plan to guide each jurisdiction over the next 10 to 20 years; directing urban growth to areas that are readily served by urban services and infrastructure, while designating significant portions of the county for ongoing use for agriculture and other working lands.

The plan utilizes a "place type" system for the future land use map. This system incorporates traditional land use designations with character, infrastructure, and transportation guidance to provide the communities with a full spectrum of land use and development guidance. Following its adoption, the communities plan to begin a joint project that will realign their land use regulations with the guidance developed for the plan, enabling them to incorporate the land use guidance into their regulatory framework and begin implementing the desired land use vision for their communities.

Contact:	Marshall Downey, AICP, Planning Director
Phone:	919.718.4657
Email:	marshall.downey@sanfordnc.net

Comprehensive Plan
Blowing Rock, North Carolina

In 2013, Benchmark Planning was engaged by the Town of Blowing Rock to prepare an update to its comprehensive plan. Blowing Rock is an historic mountain resort community that serves as the gateway to the NC High Country, and is the de facto cultural capital of the region. With numerous ski resorts, National and State Parks, and a direct connection to the Blue Ridge Parkway, Blowing Rock is a year-round destination for vacationers. Blowing Rock has also emerged as a highly regarded retirement destination, which has led to significant increases in economic activity in the local healthcare industry.

Benchmark led the community through a year-long planning process, engaging with the community through intensive workshops that were designed to explore different scenarios that could shape the town's future. Among the focus areas in the plan were downtown development, the ongoing expansion of Valley Boulevard (US 321 Bypass), the redevelopment of the former hospital site and the anticipated growth around the site of the new hospital. The resulting plan that was adopted by the Town Council established a 10 year vision for the community that defines a policy framework that will guide the community toward achieving the vision that it established through the planning process. Benchmark is currently working with the Town to update the Plan.

Contact: Kevin Rothrock, AICP, Planning Director
Phone: 828.295.5240
Email: kevin@townofblowingrocknc.gov

Comprehensive Plan
City of Aiken, South Carolina

The City of Aiken, SC (pop. 29,524) commissioned Benchmark Planning to prepare an update to its comprehensive plan in 2016. With a thriving historic core that represents one of the few planned cities in the South of its vintage, the city has blossomed over the years into a destination for equestrian activities and golfing. Located in close proximity to both the Department of Energy's Savannah River Site and Augusta, GA, Aiken has benefited significantly from the economic growth in the region. The focus of the planning effort will be to establish a framework for continued growth and economic development that also preserves the city's character.

The Comprehensive Plan examined key focus areas and growth outside of the City's municipal boundary within the utility service area. The key themes of the plan included 1) Growth; 2) Connectivity; 3) Transformation; 4) Consistency; 5) Balance; and 6) Investment. Public engagement has included, workshops across the City, stakeholder/focus group meetings, an online website, and meetings with the Planning Commission.

Contact: Maryra Moultrie, Interim Director
Phone: 803.642.7608
Email: mmoultrie@cityofaikensc.gov

Comprehensive Plan
Archdale, North Carolina

Archdale, NC (pop. 11,538) engaged Benchmark in mid-2019 to prepare a new Comprehensive Plan for the city that would focus on four major themes that had emerged during previous planning processes that the City had undertaken - Placemaking, Growth Management, Economic Diversification and Livability. Benchmark's consulting team prepared an extensive public engagement process that included robust digital outreach, coupled with a series of interactive community meetings that took place over a period of three months during the middle of the planning process. This included a week-long placemaking workshop that focused on the identification of a location and concept development to establish a new downtown.

A unique aspect of this planning process was the incorporation of the AARP Livable Communities data into the process, and the use of the program's livability factors to guide the development of recommendations for the Livability focus area of the plan. As implementation of the plan moves forward, the City is developing standing committees to focus on groups of aligned livability factors to ensure that they receive the necessary attention and priority in line with the recommendations for the other three focus areas of the plan.

Contact: Jason Miller, PhD, AICP, Planning Director
Phone: 336.434.7334
Email: jmiller@archdale-nc.gov

Comprehensive Plan
Jamestown, North Carolina

The historic Town of Jamestown is part of the Piedmont Triad region and is located in Guilford County, North Carolina. Jamestown shares a border with both the City of High Point and the City of Greensboro and is positioned near I-85 Business and I-73, only 10 miles southeast of Piedmont Triad International Airport. The Town, approximately 4,300 in population, continues to identify ways to preserve and enhance a high quality of life for all residents to enjoy. The Town hired Benchmark Planning to work closely with a Comprehensive Plan Committee to prepare a Plan that identified strategies and actions to support economic diversification, growth management, and the preservation of the Town's character and sense of place.

Contact: Matthew Johnson, AICP
Assistant Town Manager / Planning Director
Phone: 336.454.7386
Email: mjohnson@jamestown-nc.gov

Redevelopment Plan
New Hanover County, North Carolina

Over the past five years, Downtown Wilmington has experienced significant growth and development with over $346 million worth of new investments transforming the historic Downtown. New Hanover County, working with Wilmington Downtown Incorporated (WDI) selected the Benchmark Planning team to conduct a Market Demand Analysis to determine viable development opportunities for the Downtown central business district and a Site Analysis to examine land use codes and architectural issues that could lead to the redevelopment of the entire one block site. At the conclusion of the study, the County contracted with Benchmark to lead Phase Two of the project, helping the County prepare a request for proposal to select a development team to redevelop the entire downtown county-owned block.

Implementation Status

On March 15, 2021, the County Commissioners approved a Memorandum of Understanding (MOU) with a developer to move forward with the project to create a civic and arts district in downtown Wilmington, inclusive of the Public Library and Cape Fear Museum, office space, and private development with residential & mixed use.

Contact: Jennifer Rigby, AICP
Strategy & Policy Coordinator
Phone: 910.798.7237
Email: jrigby@nhcgov.com
Date: Completed September 2018

Comprehensive Plan
Colleton County, South Carolina

Colleton County, South Carolina is located in the heart of a National Wildlife Refuge and National Estuarine Research Center that encompasses a total of 350,000 acres primarily across Beaufort, Charleston, and Colleton counties. In 2009, Benchmark prepared the 10-year Comprehensive Plan update that led to the rewrite of the County's Zoning and Land Development Ordinance. The new land use regulations, prepared by Benchmark, were adopted in 2010 and included diagrams and illustrations to demonstrate the intent of the ordinance in a visual manner.

In 2018, the County retained the services of Benchmark to prepare the current 10-year update to the Comprehensive Plan. The process has included stakeholder meetings, a public survey and public meetings at three locations across the county. The plan update is a joint plan, including the Town of Cottageville's jurisdiction. An emphasis was placed on protecting the County's natural resources and sense of place, directing growth toward the county's municipalities where infrastructure can accommodate development. The plan was adopted in January of 2020.

Contact: Philip Slayter, AICP, Planning Director
Phone: 919.497.1003
Email: pslayter@townoflouisburg.org

*Former Colleton County Planning Director that supervised Benchmark's work on the Plan and Ordinance.

Comprehensive Plan
Covington, Virginia

Alleghany County and the City of Covington leveraged their resources and worked collaboratively in updating their Comprehensive Plans, last adopted in 2013, by having a joint planning process. In that effort, Benchmark Planning worked closely with a joint steering committee to develop a common vision, goals, and objectives for the County and the City. Benchmark helped craft tailored implementation strategies for each jurisdiction to implement the common vision. While this was a joint planning process with a common vision and set of goals, each jurisdiction received a separate plan. The joint planning process will helped ensure that both the County and the City will grow together cohesively. The plans were adopted in March 2019.

Contact: Jon Lanford, County Manager
Phone: 540.863.6600
Email: jlanford@co.alleghany.va.us

Contact: Eric Tyree, Dir. of Development Services
Phone: 540.956.6356
Email: etyree@covington.va.us

Comprehensive Plan
Shepherdstown, West Virginia

Shepherdstown is a historic university town that is situated on the Potomac River in the far western exurban reaches of the Washington, DC metro region. As the oldest incorporated municipality in the state of West Virginia, Shepherdstown's rich history is well preserved in its historic downtown and neighborhoods that grew up around the bustling river trade associated with the Chesapeake & Ohio Canal. From its beginnings as a center of river trade, Shepherdstown has evolved into a hub for artists and cultural events, including the internationally renowned Contemporary American Theater Festival

In 2013, Shepherdstown engaged Benchmark to prepare an update to its comprehensive plan. The primary focus of the plan was the need to preserve the rich historic, cultural and environmental fabric of the community and surrounding agricultural landscape. The successful planning effort led to the adoption of a Growth Management Boundary in coordination with Jefferson County, which, along with a range of new land use policies, has established a clear path toward a sustainable future for the community.

Contact: Jim Auxer, Mayor
Phone: 304.876.2312
Email: jimauxer@yahoo.com

Comprehensive Plan
Bermuda Run, North Carolina

Benchmark has prepared two Comprehensive Plan's for the Town of Bermuda Run and is currently preparing a 2023 update to the Plan. The development of each plan has included significant public input and web-based participation methods. Benchmark utilized public workshops, online surveys and the project website to allow residents a variety of opportunities to express their ideas and vision for the future of the Town.

The last updated plan was adopted in November 2017 and sets the "blueprint" for the future of Bermuda Run with a bold, clear vision and focused goals with a ten-year time frame and five-year implementation focus. The Plan looks at past and current development trends and plans, analyzes demographic and economic data, captures an image of what the community desires, and presents prioritized methods to fulfill the vision. It is the vision of what the community wants to become and the strategies to follow in order to realize that vision. The Plan is comprised of goals and strategies that provide a framework for decision-making and the allocation of resources as they relate to the long-term development of the town. It builds upon existing assets while taking advantage of opportunities for improvement and growth. The Plan is implemented over time through annual budgeting, departmental work programs, zoning decisions, and development projects.

Contact: Andrew Meadwell, Town Manager
Phone: 336.998.0906
Email: ameadwell@townofbr.com

Comprehensive Plan
Seneca, South Carolina

On the even of their sesquicentennial, the City of Seneca hired Benchmark Planning to guide the development of its new Comprehensive Plan. Seneca is located in the heart of the Lake Keowee region next door to Clemson University, bordering the mountains of North Carolina and Northeast Georgia. Seneca is the largest municipality in Oconee County, SC, serving as the county's cultural and economic centerpiece. The city of just over 9,000 population, attracts visitors to its charming downtown for events and entertainment in the popular Ram Cat Alley historic district. Benchmark worked closely with the City Staff and Planning Commission to engage the community in preparing a vision and action plan as it moves forward into the next 150 years.

One of the highlights of the Plan is the growth management and annexation strategy for the areas around Seneca that extend toward the City of Clemson and the areas around Lake Keowee where Seneca provides water and sewer services. The Plan presents a phased approach to annexation of these potential growth areas. The Plan was adopted on January 10, 2023.

Contact: Ed Halbig, Planning Director
Phone: 864.885.2726
Email: ehalbig@seneca.sc.us

Comprehensive Plan
Chapin, South Carolina

The Town of Chapin, South Carolina is located within the Columbia metropolitan area of South Carolina and is known by many as the Capital of Lake Murray. The population within the town limits is 1,600 people; however, the broader Chapin community encompasses a much larger area of nearly 30,000 people. The Town and its surrounding area are growing at a fast rate with new residential and commercial development underway. In order to maximize the Town's growth opportunities, the Town selected Benchmark Planning to prepare the update to its 10-year Comprehensive Plan.

The Comprehensive Plan, adopted in December 2021, focused on developing strategies to foster a sense of community, quality of life, and small town values, while incorporating smart growth strategies that expand opportunities for the Town and greater area surrounding Chapin. The goals emphasize planning with the greater Chapin Community, facilitating well-planned growth, improving transportation connections, creating a central gathering place, expanding housing choice, preserving the natural and cultural heritage, and growing the local economy. The Town is currently implementing many of the Plan's strategies including the rewrite of the Town's Unified Development Ordinance.

Contact:	Kevin Singletary Jr., Planner
Phone:	803.575.8045
Email:	Kevin@chapinsc.com

Comprehensive Plan
Waxhaw, North Carolina

Waxhaw, a historic town with over 16,000 population, is located in the southern Piedmont region of North Carolina, approximately twenty miles south of Charlotte. Established in 1889, Waxhaw has a rich history that spans several decades. Waxhaw is striving to strike a healthy balance between growth pressures from the Charlotte metropolitan region and the preservation of their historic character. Benchmark prepared the Town of Waxhaw's update to its Comprehensive Plan in 2015, combing existing plans into the new and revised document. The plan update included extensive public participation through surveys, public meetings and events, and online engagement through a project website. The final plan document had a strong implementation and prioritization focus to guide the future of the Town.

Contact:	Jeffrey Wells, AICP, Town Manager
Phone:	704.843.2195
Email:	jwells@waxhaw.com

Comprehensive Plan
Seneca, South Carolina

On the eve of their sesquicentennial, the City of Seneca hired Benchmark Planning to guide the development of its new Comprehensive Plan. Seneca is located in the heart of the Lake Keowee region next door to Clemson University, bordering the mountains of North Carolina and Northeast Georgia. Seneca is the largest municipality in Oconee County, SC, serving as the county's cultural and economic centerpiece. The city of just over 9,000 population, attracts visitors to its charming downtown for events and entertainment in the popular Ram Cat Alley historic district. Benchmark worked closely with the City Staff and Planning Commission to engage the community in preparing a vision and action plan as it moves forward into the next 150 years.

One of the highlights of the Plan is the growth management and annexation strategy for the areas around Seneca that extend toward the City of Clemson and the areas around Lake Keowee where Seneca provides water and sewer services. The Plan presents a phased approach to annexation of these potential growth areas. The Plan was adopted on January 10, 2023.

Contact: Ed Halbig, Planning Director
Phone: 864.885.2726
Email: ehalbig@seneca.sc.us

Joint Comprehensive Plan
Person County, North Carolina

Person County and the City of Roxboro embarked on a joint planning process to develop a Comprehensive Plan guided by a common vision for the future. Benchmark's consulting team was selected to lead the collaborative planning process. Person County and the City of Roxboro are strategically located for business and industry growth, being within an hour's drive of North Carolina's two major economic centers, the Research Triangle Park (Durham, Chapel Hill and Raleigh) and the Piedmont Triad (Greensboro, Winston-Salem and High Point), and a two-hour drive of Richmond, Virginia.

The shared Plan focuses on a growth strategy that will help maintain the rural character and lifestyle of the rural areas by encouraging development in around the City of Roxboro where urban infrastructure and services are readily available to support growth.

Benchmark is currently working with Person County to develop a Unified Development Ordinance to help implement some of the strategies from the plan.

Contact: Lori Oakley, AICP (Planning Director, Elon)
Former Person Co. Planning Director
Phone: 336.584.2859
Email: loakley@elon.gov

V. REFERENCES

Client: **Town of Jamestown, NC**
Contact: Matthew Johnson, AICP, Assistant Town Manager / Planning Director
Phone: 336.454.7386
Email: mjohnson@jamestown-nc.gov
Projects: Development Plan Review, Comprehensive Plan (2021)

Client: **City of Archdale, NC**
Contact: Jason Miller, PhD, AICP, Planning Director
Phone: 336.434.7334
Email: jmiller@archdale-nc.gov
Projects: Comprehensive Plan (2020)

Client: **Cleveland County, NC**
Contact: Chris Martin, Planning Director
Phone: 980.484.4947
Email: Chris.Martin@clevelandcountync.gov
Projects: Comprehensive Land Use Plan (2021)

Client: **Town of Bermuda Run, NC**
Contact: Andrew Meadwell, Town Manager
Phone: 336.998.0906
Email: ameadwell@townofbr.com
Projects: Comprehensive Plan (2012, 2017, 2023 - Current Project)

Client: **Town of Louisburg, NC & Colleton County, SC**
Contact: Philip Slayter, AICP, Planning & Zoning Administrator
Phone: 919.497.1003
Email: pslayter@townoflouisburg.org
Project: Comprehensive Plan (Louisburg 2022)
Comprehensive Plan (Colleton County 2009 & 2019)
Zoning & Subdivision Ordinances (Colleton County 2010)

Client: **Person County, NC**
Contact: Lori Oakley, AICP, CZO, Planning Director (former Person County Director - now in Elon, NC);
Phone: 336.584.2859
Email: loakley@elon.gov
Projects: Comprehensive Land Use Plan (2021), Unified Development Ordinance (Current Project)

Client: **Onslow County, NC**
Contact: Jessica Rhue, Development Services Director (former Onslow County Director - now in New Bern, NC)
Phone: 252.639.7587
Email: rhue.jessica@newbernnc.gov
Projects: Zoning and Subdivision Ordinance Rewrite, Comprehensive Land Use Plan (Current Project)

BUDGET PROPOSAL

As requested, please find a full cost estimate based upon the services and deliverables as described in our project approach. Based upon our experience with similar projects and the proposed project tasks, we estimate the total budget for this project to be **$118,500**. The cost by project Task is listed in the table below. If selected, the project team will meet with the County staff to finalize the scope, timeline, and budget to ensure we meet the County's goals for the project.

Major Task in the Project Approach	Estimated Cost
Task One. Project Initiation	**$3,500**
Task Two. Background Research & Public Input Survey	**$31,500**
Task Three. Prepare First Draft of the Plan	**$45,000**
Task Four. Public Input on the Draft Plan	**$20,500**
Task Five. Prepare Final Plan	**$18,000**
TOTAL	**$118,500**

BENCHMARK
400 CLARICE AVE STE 130
CHARLOTTE, NC 28204

704.933.5990 • 800.650.3925
www.benchmarkplanning.com

ITB 2024-001

Land Use Plan

8/8/2023 14:00

Vendor	Unit Cost	Days to complete	Delivery
Benchmark	$118,500.00	519	17 Months
Stewart Engineering, Inc.	$125,000.00	272	9 Months
Inspire Placemaking Collective	$148,830.00	540	

Bid Opening Attendees

Jody Farrow-Bennett	Rowan County
Michelle Doyle	Rowan County
Ed	Rowan County
Shane	Rowan County

I hereby certify that this is a true tabulation of the bids received.

8/8/2023

J. M. Farrow-Bennett

Jody Farrow-Bennett, Purchasing Director

Land Use Plan RFP 2024-001 Scoring Sheet

	Points		IPC		Stewart		Benchmark
Cover Letter	**5**		5		4		4
Consultant Team Qualifications	**25**		18		22		23
Methodology	**25**		22		20		24
Experience and Examples	**25**		18		20		23
References	**15**		15		14		15
Budget	**5**		3		4		5
			$148,830		$125,000		$118,500
SCORE			81		84		94

Comments IPC-> Good cover letter from IPC; too many resumes to inc. w/ RFP; no relevant NC county experience

Stewart -> Planning team has relevant NC experience. Simplistic scope of work Use Rose & Assoc. as subcontractor?

Benchmark -> Similar project examples

Longevity of principal planners/experience

Reviewed by: SDT Date: 8.29.23

Land Use Plan RFP 2024-001 Scoring Sheet

	Points	IPC		Stewart			Benchmark
Cover Letter	5	4		4			3
Consultant Team Qualifications	25	25		21			20
Methodology	25	20		18			19
Experience and Examples	25	15		18			20
References	15	8		11			13
Budget	5	2		4			5
SCORE		74		76			80

website may cost extra

Comments Benchmark has a more realistic turn around time. They had the best future land use recommendations. Stewart had better action items.

Reviewed by: Aaron Papin Date: 8/29/23

Land Use Plan RFP 2024-001 Scoring Sheet

	Points		IPC		Stewart		Benchmark
Cover Letter	**5**		5		3		2
Consultant Team Qualifications	**25**		18		21		22
Methodology	**25**		19		21		20
Experience and Examples	**25**		15		21		21
References	**15**		13		12		13
Budget	**5**		3		4		5
SCORE			73		82		83

Comments IPC seems more like a start-up and more "bells & whistles" based. Stewart and Benchmark were the clear winners. Some concern from the Pitt reference in a lot of edits at the end. Familiarity with Benchmark team, project leads have been with the company >15yrs, and their "fit" put Benchmark on top.

Reviewed by: _____ Date: 8/25/23

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Benchmark CMR, Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds**:** Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. 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 NCGS 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.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: Jason M. Epley
Title: County Manager	Title: President & CEO

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.
To develop a Comprehensive Land Use Plan for Rowan County, NC

Major Task in the Project Approach	Estimated Cost
Task One: Project Initiation	$3,500.00
Task Two: Background Research & Public Input Survey	$31,500.00
Task Three: Prepare First Draft of the Plan	$45,000.00
Task Four: Public Input on the Draft Plan	$20,500.00
Task Five: Prepare Final Plan	$18,000.00
TOTAL	$118,500.00

B. Term of the Agreement.
Proposed days of completion is 519 days (17 Months); to be paid per invoice after completion of task orders. No penalty for early completion.

C. Payment to the Provider.
Total cost $118,500.00

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

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.

- Workers' Compensation in the amount of $500,000 employer's liability

- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704.216.8180	JASON M. EPLEY PRESIDENT & CEO 400 Clarice Ave., Ste. 130 Charlotte, NC 28204 Telephone: 704.933.5990

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

THE COUNTY	THE PROVIDER
BY: _____	BY: _____
Name: Aaron Church	Name: Jason M. Epley
Title: County Manager	Title: President & CEO
Date:_____	

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

_____
(Signature of County Finance Officer)

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Ed Muire, Planning Director

EXPLANATION IN DETAIL: Transfer of funds
in FY 24 budget
for Land Use Plan project

Prepared by: Ed Muire
Date: 9/1/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Consulting Services	E	1154830-532017		$30,000.00
48301 Special Projects	E	1154830-582000	$30,000.00	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 03-46
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/1/23		Date:	Posted by:
Signature:		Signature:	Approved by:

Anna Burgess 9/7/23

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Valerie Steele, Airport and Rowan Transit System Director
DATE: 9/18/2023
SUBJECT: Specialized Aviation Service Provider Lease (SASO) for WEL Aviation

---

The current lease agreement for WEL Aviation maintenance hangar expires on September 30th. An updated lease with a five-year term has been drafted.

Approve the new SASO lease for WEL Aviation for signatures.

ATTACHMENTS:
1. SASO_WEL_Signed

North Carolina
Rowan County

Specialized Aviation Service Operator Agreement

This Specialized Aviation Service Operator's Agreement (the "Agreement") entered into as of the ____ day of _____, 2023, by and between Rowan County, a body politic and corporate created by the State of North Carolina ("Lessor"), and WEL Aviation, LLC, a limited liability company with authority to do business in the State of North Carolina, with an operating address of 3680 Airport Loop Road, Salisbury, NC 28147 (Lessee").

WITNESSETH:

WHEREAS, Lessor owns, controls and operates the Mid-Carolina Regional Airport (the "Airport") in the County of Rowan, State of North Carolina;

WHEREAS, fixed base operation services, including but not limited to aircraft and general aviation mechanic services, maintenance, repair, inspection, and support are essential to the proper accommodation of general and commercial aviation at the airport; and

WHEREAS, Lessor desires to make certain hangar and storage space available at the Airport for lease to Lessee in furtherance of the above stated desires and Lessee is qualified, ready, willing and able to provide such services, to wit airplane and general aviation mechanic services, maintenance, repair, inspection and support;

NOW, THEREFORE, in consideration of the premises, services performed by Lessee and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
TERM

The term of this agreement shall be for a period of five (5) years, commencing on the 1st day of October, 2023 and continuing through the 30th day of September, 2028 (the "Termination Date"), unless earlier terminated under the provisions of this agreement. Prior to the termination of this agreement, Lessor and Lessee shall have the option jointly to extend this agreement by written understanding executed by both parties.

ARTICLE II
LEASED PREMISES AND EQUIPMENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises, identified below and the right of ingress and egress for both vehicles and aircraft:

A. Real Property as follows:
   1. One (1) hangar bay consisting of approximately 7910 square feet and located at the Airport and more particularly identified upon the attached Exhibit "A" incorporated herein and including the attached storage space.

B. Personal Property and Equipment as follows:
   1. Jacks
   2. Air Compressor
      i. Including all compressed air plumbing, all regulators, hose reels, hoses, quick disconnects, etc.
   3. Drill Press
   4. Bench Grinder
   5. Belt Sander
   6. Floor Sweeper
   7. Tire Bead Breaker
   8. Bench Vice
   9. Large Utility Carts (2)
   10. Aircraft Tail Weight
   11. Wall Mounted Fire Extinguishers (Lessee will pay to have them inspected, maintained or replaced as required/necessary)
   12. Emergency eye wash station
   13. MSDS Information Center

ARTICLE III
RIGHTS AND OBLIGATIONS OF LESSEE

A. **Authorized Services.** Lessee is hereby granted the nonexclusive privilege to engage in, and Lessee agrees to engage in, the business of providing general aviation and airplane maintenance as identified herein as a limited fixed base operator at the Mid-Carolina Regional Airport. Upon request Lessee shall furnish to the Lessor an operations plan that describes the scope of services to be provided including hours of operations. Such plan may be revised from time to time with revisions being provided to the Lessor. At a minimum, the Lessee shall be open for business a minimum of eight (8) hours per day, for five (5) days per week, except for holidays, unless both parties mutually agree upon other times. It is strictly understood and agreed, that services may be performed by Lessee, their employees, or agents at anytime and may be rendered outside of the operational hours listed herein.

The Lessee agrees to maintain a complete record of all activities and operations, including invoicing and inventory, in such detail as may be required by the Lessor or by federal regulations.

C. **Operating Standards.** In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the Airports Minimum Standards, included by not limited to the following:

1. Lessee shall at all times comply with the Rowan County Airport Rules and Regulations. Such rules and regulations may be amended or revised from time to time by the Lessor.

2. Lessee shall provide trained and licensed employees in carrying out the SASO services. The Lessee shall provide at the request of the Lessor, any and all licenses, certifications, etc. that may be required by the FAA and other federal/state agencies to conduct business.

3. Lessee shall provide, at a minimum, a policy of premises liability and professional liability coverage in a minimum amount of $1,000,000 to protect the Lessor from any and all claims arising from the condition of the premises as well as all work performed by its employees or officers, as set forth in more detail below. The Lessee agrees to hold the Lessor harmless from any and all claims, damages, and suits, including reasonable attorney fees, as described in the insurance policy. Such insurance policy shall name the Lessor as additional insured and shall provide Lessor with at least 30 days notice of insurer's intent to terminate the coverage. A copy of the insurance policy shall be provided within 30 days of the signing of this Lease, and annually thereafter on the anniversary of this Lease. Lessee shall also maintain at its sole cost a policy of insurance covering its contents within the hangar building.

4. Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

5. Except as otherwise provided herein, Lessee shall maintain the Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted.

6. Lessee shall be responsible for paying all sales taxes applicable to its operations and sales.

C. Signs. During the term of this agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

D. **Non-Exclusive Right.** It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any service described in this article at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.
2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms of conditions which are more favorable than those set forth in this Agreement; and
3. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement.

E. **Building Maintenance**

1. Lessor at its sole expense, shall maintain property insurance (fire and extended coverage) on the hangar building, and Lessor shall also provide regular maintenance on the building.

(A) Lessor, at its sole cost and expense, shall maintain and keep the exterior portions of the Premises in reasonable repair, including but not limited to, exterior and supporting walls, the electrical wiring, the water line and the sanitary sewer and/or septic to the Premises; provided, however, that the cost of any such repairs, as a result of negligence or willful act of Lessee, licensees, agents, servants or employees, shall be borne by Lessee. Lessee, except due to Lessor's negligence or willful misconduct, shall maintain the interior portions of the Premises, including all plate glass, storefronts and doors. Lessor shall also maintain the buildings main heating and air conditioning equipment, excluding any portable and/or window units, throughout the term of this Lease. Furthermore, Lessor shall maintain all plumbing, electrical, water, sewer, and sprinklers serving the Premises. Lessee shall be responsible for inventory of and any and all maintenance or repairs needed for equipment and personal property listed in Article II. Lessee shall be responsible for providing and maintaining wall mounted fire extinguishers including inspections, maintenance and replacements as needed.

(B) Lessee shall notify Airport Management in writing of any maintenance issues or repairs needed. If any repairs required to be made hereunder, are not completed within a reasonable time taking into account Lessor procurement policies, Lessee, without limiting any other right or remedy it may have therefore, may at its option, make such repairs and Lessor shall pay to Lessee, upon demand the cost of such repairs. In the event Lessor shall fail to make any necessary repairs, Lessor shall be strictly liable for all damages, including consequential damages, incurred by Lessee for said failure including but not limited to fixtures, stock, inventory, equipment, and all other items that may be stored within the premises.

(C) Lessee will surrender the Premises at the expiration or earlier termination of this Lease, in as good condition as when initially completed, excepting only ordinary wear and tear. All replacement and modifications shall become the property of Lessor at the end of the Lease Term, subject to the other provisions of this Lease.

3. The Lessor shall be responsible for notification to the FAA and other regulatory agencies of NOTAMS, and other special information of flight activity at the Airport.

4. The Lessor shall operate and maintain a fueling operations facility at the Airport and shall provide fuel to the Lessee. Pricing for fuel shall be established and adjusted from time-to-time by the Lessor in accordance with its fuel pricing policies and practices.

ARTICLE IV
APPURTENANT PRIVILEGES

A. **Use of Airport Facilities.** Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

B. **Maintenance of Airport Facilities.** Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for the safe and efficient operation of the Airport.

C. **Aerial Approaches.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE V
LEASEHOLD IMPROVEMENTS/CURRENT CONDITION

All leasehold improvements to be made in the leased facilities and on airport property shall be reviewed and approved by the Lessor prior to being undertaken by the Lessee. All improvements shall remain the property of the Lessor in the event that this agreement is terminated by either party.

Lessee hereby agrees that Lessee accepts the Property in its current condition, subject to those rights of Lessee and obligations of Lessor set forth above as to repairs and maintenance.

ARTICLE VI
PAYMENTS

A. **Rent and Fees.** In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

1. **Rent.** A rental rate of $2,700 per month, inclusive of all, utility assessments, ad valorem taxes, personal property taxes, water and sewage charges, waste disposal charges, assessments and any other charge that may be assessed by Rowan County, a utility company, or any other governmental entity, for the hangar premises for the term of this agreement.

B. **Delinquency Charge.** A delinquency charge of 5% per month shall be added to the payment required by Paragraph A above for each and every month, which payment is rendered more than ten (10) days delinquent and remains unpaid.

C. **Place of Payment.** All payments due Lessor from Lessee shall be delivered to the Mid-Carolina Regional Airport, 3670 Airport Loop Road, Salisbury, NC 28144. All checks shall be made payable to Rowan County.

D. **Records.** Lessee shall provide and maintain accurate records of services provided under this Agreement, for a period of three (3) years from the date the record is made.

ARTICLE VII
UTILITIES

Lessee hereby agrees to be solely responsible for natural gas, and any private internet services specific to WEL Aviation. Lessor shall be responsible for electricity consumed by Lessees use of the Property not to exceed $200 in any one month.

ARTICLE VIII
INSURANCE

A. **Required Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance associated with the leased facilities described in Article II:

1. **Comprehensive general liability insurance** protecting Lessor against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at the Airport, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of $1,000,000, and shall provide proof of such coverage to Lessor annually.

Lessee shall provide adequate fire and extended coverage insurance to protect all fixed improvements erected by Lessee on or in the Premises to the full insurable value.

The insurance specified above, shall name Lessor as an additional insured and provide 30 days notice to Lessor of insurance company's intent to terminate the policy. A copy of all insurance policies shall be delivered to Lessor within 30 days of the signing of this Lease, and annually thereafter, and attached hereto as Exhibit A as provided above.

B. **Notice.** Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation thereof.

C. **Casualty.** In the event of any loss, damage, destruction or other casualty to any of the Premises, Lessor shall promptly replace, repair or rebuild the affected part of the Premises, with the Lessee receiving an equitable abatement of rent until the affected part of the Premises is replaced, repaired or rebuilt.

D. **Workers Compensation.** If required by statute or regulation, Lessee shall secure liability for industrial injury or illness to its employees in accordance with the provisions, laws and regulations of the State of North Carolina. Lessee shall within 30 days of the signing of this Lease and annually thereafter, provide a copy of the declaration page of the Workers Compensation policy as proof of coverage. Workers Compensation coverage shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Lessor.

ARTICLE IX
INDEMNIFICATION

To the extent not covered by insurance carried in favor of Lessor, Lessee shall keep and hold harmless Lessor from and against any and all claims, demands, suits,

judgments, costs and expenses, including reasonable attorney fees, asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operation, or anything done or omitted by Lessee, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of Lessor or its agents or employees, in which, Lessor shall immediately and without delay, indemnify Lessee from any claims, demands, suits, judgments, costs and expenses, including reasonable attorney fees, asserted by any person or persons, including agents or employees of Lessee or Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessor's responsibility herein or anything negligently done or omitted by Lessor

ARTICLE X
LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction, and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE XI
ASSIGNMENT

This agreement, or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, unless such Assignment is to a wholly owned subsidiary of Lessee, in which any Assignment is herein approved for all purposes.

ARTICLE XII
NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in, the use of the Premises.

B. In the construction of any improvement on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to enter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XIII
REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subjected and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport.

ARTICLE XIV
DEFAULT AND TERMINATION

A. **Termination by Lessee.** This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipts of notice from Lessee to remedy the same.
3. Damage to or destruction of all or material part of the Premises of Airport.
4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of ninety (90) days.
5. The assignment by the Lessor of the primary fixed base operations at the Airport to any other private or public entity.

B. **Termination by Lessor.** This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by the Lessee in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of notices from Lessor to remedy the same.

2. Lessee files a voluntary petition in bankruptcy; including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such a receiver.

C. **Exercise.** Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by notice to the other party within thirty (30) days following the event giving rise to the termination.

D. **Removal of Property.** Upon termination of this Agreement for any reason, Lessee at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property equipment and materials that Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within thirty (30) days, then Lessor may effect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

E. **Causes of Breach; Waiver.**

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents or other charges to Lessor.

2. The waiver of any breach, violation or default on or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE XV
ARBITRATION

All claims or disputes arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notice of demand of arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joiner or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law; (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (3) the interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law.

Pending final decision of the arbitrator or arbitrators, the parties shall proceed diligently with the performance of their obligations under this Agreement.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, Addressed to:

   Rowan County Manager's Office
   130 W. Innes St.
   Salisbury, NC 28144

2. If to Lessee, addressed to:

   WEL Aviation, LLC
   3680 Airport Loop Road
   Salisbury, North Carolina 28147

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of North Carolina.

F. **Memorandum.** The parties shall execute a recordable memorandum of this Agreement for filing by the Rowan County Attorney.

{Signature Page Follows}

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

LESSOR: ROWAN COUNTY
MID-CAROLINA REGIONAL AIRPORT

By: _____

Title: _____

LESSEE: WEL AVIATION, LLC

By: _____
William E. Lucey, Manager

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ed Muire, Planning and Development Director
DATE: 9/18/2023
SUBJECT: Z 06-23: Schedule Legislative Hearing for October 2, 2023 RE: GQ ETJ Recension

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Granite Quarry ETJ Relinquishment
As part of the Town's effort to update its Unified Development Ordinance (UDO) and Zoning Map, the town's planning consultant recommended boundary changes to its ETJ that affected more than two hundred fifty (250) parcels. In most cases, the ETJ boundary adjustment eliminated parcel splits in favor of following property lines, roads or identifiable geographic features; this modification is in keeping with NCGS 160D-202(e).

At its June 29, 2023 meeting, the Granite Quarry Board of Alderman delayed repeal of the relinquished ETJ area, "until the earlier of either October 31, 2023 or the adoption of zoning designation by Rowan County Board of Commissioners…"

Planning Staff have evaluated the ETJ area to be rescinded and proposed appropriate county zoning districts for the affected parcels. The County Planning Board conducted a courtesy hearing at its August 28, 2023 meeting and forwards a favorable recommendation to the Commision for the Z 06-23 case.

RECOMMENDATION
Schedule Legislative Hearing for October 2, 2023 Commission meeting.

ATTACHMENTS:
1. Z 06-23 Report & Maps

Rowan County Planning & Development
402 N. Main Street Room 204 Salisbury, NC 28144

Z 06-23 Staff Report

APPLICANT: Rowan County, NC
REQUEST: Apply County zoning to properties released from Granite Quarry's ETJ
LOCATIONS: Area 1 – Between Stokes Ferry Rd and Fish Pond Rd
Area 2 - Fish Pond Rd to US 52 Hwy
Area 3 – US 52 Hwy along Stone and Kluttz Roads to Faith ETJ

BACKGROUND

Prior to the adoption of countywide zoning in 1998, Rowan County municipalities (except Town of Landis) established areas of Extraterritorial Jurisdiction (ETJ) where municipal development ordinances (e.g. zoning, subdivision) were applied to property beyond their corporate limits. North Carolina General Statutes grant authority (NCGS 160D-202 as amended) for municipalities to establish an ETJ in areas the county does not regulate both zoning and subdivision at distances between one (1) and three (3) miles based on municipal population. After countywide zoning was established, any request to establish or extend an ETJ must be approved by the County Commissioners.

Municipalities may choose to relinquish all or a portion of their ETJ area to the county per NCGS 160D-202(h). In this process, municipal development regulations remain valid until: (1) The county adopts such development regulation (i.e. zone the property) or (2) a period of sixty (60) days has elapsed following action to relinquish, whichever is sooner.

ETJ relinquishment has occurred five (5) times since 1998:

YEAR	JURISDICTION	LOCATION
1999	Salisbury	Significant acreage on north, west, and eastern portions of their two (2) mile ETJ
2003	Salisbury	Areas between I-85 / Julian / Heilig Road (Summit Corporate Center)
2020	Spencer	Split jurisdiction parcel at Long Ferry / Front Creek Roads
2022	Salisbury	Mid-Carolinas Regional Airport property
2023	Rockwell	17 properties bordering eastern ETJ boundary

Granite Quarry ETJ Relinquishment

As part of the Town's effort to update its Unified Development Ordinance (UDO) and Zoning Map, the town's planning consultant recommended boundary changes to its ETJ that affected more than two hundred fifty (250) parcels. In most cases, the ETJ boundary adjustment eliminated parcel splits in favor of following property lines, roads or identifiable geographic features; this modification is in keeping with NCGS 160D-202(e).

At its June 29, 2023 meeting, the Granite Quarry Board of Alderman delayed repeal of the relinquished ETJ area, "until the earlier of either October 31, 2023 or the adoption of zoning designation by Rowan County Board of Commissioners…"

Study Area

Staff divided the to-be-relinquished ETJ area into three (3) areas for study purposes and then into smaller subareas for analysis and developing recommendations. The table associated with each subarea provides parcel and owner information; parcel acreage being "transferred" to Rowan County's zoning jurisdiction; former Granite Quarry (GQ) zoning and proposed Rowan County zoning; and improvements (if any) located in the area of the parcel being transferred.

Area 1 – Between Stokes Ferry Rd and Fish Pond Rd

Subarea 1 A – East along Stokes Ferry Rd (McCanless Golf Club) to Dunns Mountain Rd

Refer to Map 1A for specific location and Table 1A for affected properties and proposed RoCo zoning

Table 1A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
617 100	DUKE ENERGY CORP	0.69	RL	RA	None
066 034	MCCANLESS GOLF PROPERTIES	81.16	RL	RA	Golf Course, Club House, Equipment Shed, Cell Tower
617 129	ROWAN COUNTY	0.32	RL	RA	Solid Waste / Recycling Center

Eighty-one (81) acres of McCanless Golf course, its club house and cart storage are located in this subarea. Two (2) other non-residential properties in the subarea are owned by Duke Energy and Rowan County; the former has no improvements, and the latter has a solid waste and recycling convenience center which is permitted in RA.

Golf courses are a Special Use in the Rural Agricultural (RA) and Rural Residential (RR) districts and a permitted use in the Commercial, Business, Industrial (CBI). Staff recommends applying RA zoning to the to-be-transferred portion of the course, as the Rowan County jurisdiction (approx. 35.43 acres) is zoned RA and rezoning the 81 acres to CBI does not seem prudent given the variety of CBI uses that could be developed without oversight if the golf course no longer operated. Furthermore, the golf course can continue operation in the RA district, with expansions subject to the special use process.

Adjacent GQ zoning to Subarea 1A consist of Agriculture (AG) and Single Family (SFR-2) and SFR-3 zoning. As the name implies, AG is intended for agriculture production, agriculturally based businesses and related activities; uses are limited with an emphasis on agriculture. SFR-2 and SFR-3 zoning promotes completion of existing and development of new residential neighborhoods; housing types are limited to single-family residences and duplexes.

- Subarea 1B – Dunns Mountain Park to Fish Pond Rd
  Refer to Map 1B for specific location and Table 1B for affected properties and proposed RoCo zoning

Table 1B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
624 045	EDDLEMAN LARRY T & WF	7.75	RL	RA	Single Family Residence
624 001	FRICK CHARLES W	1.93	RL	RA	None
624 055	FRICK JACKIE BROWN	2.65	RL	RA	None
624 034	GANTT ADRIAN WHITLEY	10.75	RL	RA	None
617 127	KESLER DONNA MCDANIEL	5.06	RL	RA	None
617 123	KESLER KEVIN WAYNE	0.24	RL	RA	None
617 124	KESLER KEVIN WAYNE	0.4	RL	RA	None
617 158	KESLER R C	5.51	RL	RA	None
617 025	KESLER STEVEN CHRISTOPHER	5.19	RL	RA	None
617 125	KIRK DARRELL KENT	2.43	RL	RA	None*
617 157	KIRK DARRELL KENT & WF	0.77	RL	RA	None
617 007	MARTIN KATHRYN ELLER HEIRS	2.17	RL	RA	None
617 121	MORGAN SUE KAREN & HUS	0.26	RL	RA	None*
617 108	RAINEY WAYNE WATSON & WF	0.18	RL	RA	None
617 163	RAINEY WAYNE WATSON & WF	1.54	RL	RA	None
617 004	ROWAN COUNTY	50.06	RL	RA	Parking Area and Bathrooms
617 126	SECHLER BONNIE LINGLE	7.36	RL	RA	None

None* indicates a single family residence or MH is on the property but not within the area transferred to the County

Fifty (50) acres of Rowan County's Dunns Mountain Park will join the remaining 31.88 acres in the County's jurisdiction; the acreage being transferred contains the parking area and bathrooms while the remaining acreage in the County houses the picnic shelter and viewing area from atop Dunns Mtn. County zoning for its portion of Dunns Mtn is RA and GQ zoning adjoining the site is SFR-2 and AG. Public parks are a permitted use in the RA district.

Continuing east and south along the new ETJ boundary between Stokes Ferry Rd and Fish Pond Rd the revised jurisdictional boundary no longer splits parcels, rather it favors use of property lines. In most cases, the County is being transferred zoning jurisdiction of parcels that were previously split by the ETJ. As noted in Table 1B all but one of the properties in this subarea have no identified improvements in the GQ area being transferred, with exception of the Eddleman residence at 5150 Fish Pond Rd.

<u>Area 2 – Fish Pond Rd to US 52 Hwy</u>

- Subarea 2A - Fish Pond Rd to St Lukes Church Rd
  Refer to Map 2A for specific location and Table 2A for affected properties and proposed RoCo zoning

Table 2A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
628 0190000002	HOLSHOUSER HELEN BOGGS	35.37	RL	RA	None
624 014	LOWDER BETTY BARRINGER	5.03	RL	RA	Single Family Residence
623 0530001	SAFRIT MICHAEL WAYNE	3.01	RL	RA	None
629 026	WHITE CHARLES ROBERT	0.93	RL	RA	Single Family Residence
629 202	WHITE CHARLES ROBERT	0.01	RL	RA	None*

None* indicates a single family residence is on the property but not within the area transferred to the County

This subarea begins near Fish Pond Road's intersection with Brown Acres Rd and travels due south along property lines until joining a stream (Church Creek tributary 1) and then travelling west to tax parcel 628-171; turning southeast along the border of properties located in Braunville Estates and terminating at St Lukes Church Rd. The new ETJ boundary in this subarea utilizes parcel lines and stream locations for delineation. As noted in Table 2A the subarea is largely rural and vacant tracts, but there are two (2) residences in the subarea being transferred. GQ zoning for the area adjoining Subarea 2A is AG and SFR-2 for Braunville Estates; Staff recommends subarea 2A be zoned RA.

- Subarea 2B – St Lukes Church Rd to US 52 Hwy
  Refer to Map 2B for specific location and Table 2B for affected properties and proposed RoCo zoning

Table 2B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
629 198	BARGER STEVEN M & WF	2.93	RL	RA	None
629 018	BARGER THOMAS MONROE	0.68	RL	RA	None
356A035	BOST JOE LOUIS &WF	0.64	RL	RR	None
356A036	BOST JOE LOUIS &WF	0.43	RL	RR	Single Family Residence
628 248	DAVIS ANDREW J & WF	3.96	RL	RA	Single Family Residence
630 241	EARNHARDT TIMOTHY MARK	0.31	RL	RA	None*
356A037	EMCH MICHAEL F & WF	0.30	RL	RR	None*
630 003	HOLT MITCHELL V &WF	0.55	RL	RA	None*
630 005	KELLER MARY JO	25.90	RL	RA	None*
630 267	LEFKO NICHOLAS ERIC II & WF	14.67	RL	RA	None
630 001	LINGLE GARY ALAN & WF	12.32	RL	RA	None
630 108	LONG AARON TIMOTHY	0.26	RL	RA	None
628 246	MID-CAROLINA FARMS LLC	0.23	RL	RA	None
628 243	MID-CAROLINA FARMS LLC	21.75	RL	RA	None
628 244	MID-CAROLINA FARMS LLC	1.09	RL	RA	None
628 245	MID-CAROLINA FARMS LLC	0.75	RL	RA	None
630 261	MOSHER MORGAN W &WF	10.76	RL	RA	None
630 002	SETTLE DONALD SR & WF	2.82	RL	RA	None
629 199	SOPHORN FARMS LLC	3.03	RL	RA	None
629 197	WAGONER SADIE B &HUS	1.78	RL	RA	Single Family Residence
630 107	WEBER JOEL M & WF	20.01	RL	RA	2 sheds
630 177	WEBER JOEL M & WF	2.10	RL	RA	Single Family Residence

None* indicates a single family residence is on the property but not within the area transferred to the County

Most parcels in subarea 2B were previously split by the GQ ETJ, but the new ETJ boundary opts for the eastern edge of tax parcel 628-166 until it reaches Church Creek and then travels west ending at US 52 Hwy. Five (5) existing residences are in the transfer area, but the majority of affected parcels have no identified improvements. GQ zoning adjoining the area is AG and Staff recommends all the affected parcels in this subarea be zoned RA, except for the three (3) parcels lying in the triangle formed by the Sides Road and US 52 Hwy intersection (Tax Map 356A Parcels 035 / 036 / 037) which are recommended for RR.

Area 3 – US 52 Hwy to Faith ETJ

- Subarea 3A – US 52 Hwy to Norfolk Southern rail line
  Refer to Map 3A for specific location and Table 3A for affected properties and proposed RoCo zoning

In subarea 3A, the former GQ ETJ encompassed all phases of the Crescent Downs subdivision (Brookshire Dr and Carriage Ln) and most of the parcels in the WHC Lyerly Estate Property subdivision (Eastville and Lyerly Drives); both of these subdivisions lie on the north side of Stone Rd. The new ETJ boundary in subarea 3A continues north of these subdivisions and follows Church Creek after crossing US 52 and uses the southern boundary of tax parcel 356-00901 until terminating at the Norfolk Southern rail line. GQ zoning adjoining the northern boundary of this subarea is AG.

Although County zoning of parcels in the WHC Lyerly Estate Property previously split by the GQ ETJ is RA, Staff recommends the split parcels (Tax Map 356A Parcels 034 / 033 / 030 / 02504 / 0252) and the remainder of the subdivision, including Tax Map 356A Parcels 02505 / 02501 / 026 / 027 / 250 / 028 / 02503 / 031 / 032, be zoned RR; refer to Table 3A1 below. Likewise, parcels located south of Stone Rd (Tax Map 356 Parcels 077 / 078 / 165 / 167 316) that were ETJ splits, are recommended for RR zoning. Staff recommends Cornerstone Child Development Center at 125 Eastville Drive (Tax Map 356A Parcel 016) be zoned INST (Institutional); refer to Table 3A.

Single family residences and three-quarter acre lot sizes in Crescent Downs suggest that Residential Suburban (RS) zoning would be appropriate for this subdivision; refer to Table 3A.

Table 3A.1

Parcel Number	Property Owner	Acreage	Former RoCo Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356A02505	CZIBERE MAX FERENC &	0.40	RA	RR	Single Family Residence
356A026	GRUBBS RICKY ANDREW	0.46	RA	RR	Single Family Residence
356A027	GRUBBS RICKY ANDREW	0.51	RA	RR	Single Family Residence
356A250	BOCK MITCHELL JAMES &WF	0.66	RA	RR	Single Family Residence
356A02501	GRUBBS RICKY	0.45	RA	RR	Single Family Residence
356A02503	GRAY BETH	0.51	RA	RR	Single Family Residence
356A031	MCGUIRE JACK & WF	0.44	RA	RR	Single Family Residence
356A032	LAMBERT JAMES DAMON	0.37	RA	RR	Single Family Residence
356A028	CURIEL BERNARDO JAIMES	0.14	RA	RR	Single Family Residence

- Subarea 3B – Norfolk Southern rail line to Rainey Rd
  Refer to Map 3B for specific location and Table 3B for affected properties and proposed RoCo zoning

Four (4) of the five (5) parcels clustered on the north side of Stone Rd have residential uses and are bounded by Norfolk Southern rail line (East) and Church Creek (West). GQ zoning north of this cluster is AG; Staff recommends these parcels be zoned RA.

Birchwood Subdivision (Birchwood Dr) is a seventeen (17) lot single-family residential subdivision accessed from Pop Basinger Rd. The former GQ ETJ split the seven (7) southern lots in the subdivision resulting in the Birchwood Dr frontage being RL (GQ) and rear portion being RA (RoCo). Lot sizes and housing type suggest RR zoning is appropriate for the entire GQ portion being transferred and changing the RoCo portion from RA to RR for Tax Map 356D Parcels 260 thru 265 and Parcel 11202. RoCo zoning south of the subdivision is MHP and RA.

Clearwater Estates Subdivision (Clearbrook Dr) is a fourteen (14) lot subdivision accessed from Rainey Rd by Clearbrook Dr. Based on housing type and lot sizes, Staff recommends this subdivision and TP: 356-172, located within the subdivision, be zoned RR.

Dawnwood Acres Subdivision (Stonefield Dr) is an eleven (11) lot subdivision accessed from Stone Rd by Stonefield Lane. Based on lot sizes, Staff recommends this subdivision be zoned RR.

Parcels within subarea 3B that front Stone Rd and Rainey Rd having similar lot sizes and housing consistent with Dawnwood Acres and Clearwater Estates are recommended for RR zoning with the remainder of parcels in subarea 3B recommended for RA zoning.

Due to formatting and the number of parcels in subarea 3A and 3B, Table 3A is provided on page 7 and Table 3B on page 8.

Table 3A

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356 227	ADKINS ROBERT W & WF	0.75	RL	RS	Single Family Residence
356 225	BARNES ROBERT EARL JR	0.99	RL	RS	Single Family Residence
356 226	BROWN TIMOTHY J & WF	0.75	RL	RS	Single Family Residence
356 218	BUGG JOSEPH ALAN & WF	0.75	RL	RS	Single Family Residence
356A281	BURRIS LANNY TOMMY	2.40	RL	RR	Single Family Residence
356 077	BURRIS THOMAS &WF	0.12	RL	RR	Single Family Residence
356 239	COOPER JACKIE RAY JR	0.75	RL	RS	Single Family Residence
356A016	CORNERSTONE REAL ESTATE	1.04	RL	INST	Child Care Center
356A033	CRAWFORD PATRICIA W	0.15	RL	RR	None*
356 228	FESPERMAN KENNETH DELANE	0.75	RL	RS	Single Family Residence
356 240	FORBES SCOTT PATRICK JR	0.74	RL	RS	Single Family Residence
356 230	FOUT ANTHONY SEBASTIEN	0.76	RL	RS	Single Family Residence
356 245	GOLDEN JAMES E & WF	0.83	RL	RS	Single Family Residence
356A029	GOLDSMITH CLIFFORD I JR	0.42	RL	RR	Manufactured Home
356 167	GRAHAM DAVID & WF	2.01	RL	RR	Single Family Residence
356A024	GUERRIERI EDOARDO F & WF	0.51	RL	RR	Single Family Residence
356A02502	GUERRIERI EDOARDO F & WF	0.31	RL	RR	None
356 237	HALL DAVID W & WF	0.75	RL	RS	Single Family Residence
356A017	HARDY MICHAEL B & WF	0.40	RL	RR	Single Family Residence
356A034	HELMS SHANNON G	0.68	RL	RR	Single Family Residence
356A014	HILL RANDY D	1.29	RL	RR	Single Family Residence
356A015	HILL RANDY GEORGE	0.56	RL	RR	Single Family Residence
356A185	HILL RANDY GEORGE & WF	1.06	RL	RR	None
356A02504	HILL SUSAN LANE	0.44	RL	RR	Single Family Residence
356 165	JOHNSON STEPHANIE G &	0.20	RL	RR	Single Family Residence
356A018	KARRIKER RACHEL LEIGH	0.40	RL	RR	Single Family Residence
356 253	KLUTTZ JONATHAN BLAIR	0.75	RL	RS	Single Family Residence
356A010	KLUTTZ PAUL LEE JR	2.19	RL	RR	None
356A011	KLUTTZ PAUL LEE JR	2.06	RL	RR	None
356A02101	KLUTTZ RAY BANKS & WF	0.51	RL	RR	Single Family Residence
356 217	KLUTTZ RAY BANKS SR & WF	0.75	RL	RS	None
356 241	KLUTTZ RAY BANKS SR & WF	2.20	RL	RS	None
356A021	KLUTTZ RAY BANKS SR & WF	1.01	RL	RR	Storage Bldg
356A179	KLUTTZ RAY BANKS SR & WF	0.71	RL	RR	Single Family Residence
356 009	LESLIE ROBERT O &	1.06	RL	RS	None
356 215	LESLIE ROBERT O & WF	0.76	RL	RS	Single Family Residence
356 316	LISK CURTIS UTAH	0.27	RL	RR	Single Family Residence
356 232	MILAM STEPHEN R &	1.86	RL	RS	Single Family Residence
356A01501	MILLER BRENDA S	0.45	RL	RR	Single Family Residence
356 235	MILLER JOHNNY HAYDEN	0.75	RL	RS	Single Family Residence
356 229	MILLER ROBERT GARRON	0.75	RL	RS	Single Family Residence
356 219	MORGAN BRONNIE L REV	1.03	RL	RS	None
356 231	MORGAN BRONNIE L REV	1.73	RL	RS	None
356A164	MORGAN BRONNIE L REV	2.79	RL	RR	None
356A278	OSBORNE JORDAN L	0.30	RL	RR	Single Family Residence
356 224	PRESLAR ROBERT DAVID	1.10	RL	RS	Single Family Residence
356 222	PRICE MARGARET CLEVELAND	0.75	RL	RS	Single Family Residence
356 238	RYE BRADFORD C & WF	0.75	RL	RS	Single Family Residence
356 236	SADLER JEREMIAH &WF	0.75	RL	RS	Single Family Residence
356A013	SAFRIT JEFFREY L & WF	1.21	RL	RR	Single Family Residence
356A030	SELLERS BILLY RAY JR	0.35	RL	RR	Single Family Residence
356A019	SHERMAN SAMUEL C & WF	1.87	RL	RR	Single Family Residence
356 220	STONE DONALD EUGENE & WF	1.06	RL	RS	Single Family Residence
356 234	TAYLOR JAMES D & SPOUSE	0.75	RL	RS	Single Family Residence
356 243	THOMPSON ROBERT M &	0.78	RL	RS	Single Family Residence
356 216	VUNCANNON BRADLEY S	0.75	RL	RS	Single Family Residence
356 223	WHITLEY RANDY LEE & WF	0.75	RL	RS	Single Family Residence
356A022	WHITT STARLA COZART & HUS	0.42	RL	RR	Single Family Residence
356A023	WHITT STARLA COZART & HUS	0.50	RL	RR	Single Family Residence
356 242	WILHELM DONALD VICHARD	1.81	RL	RS	Single Family Residence
356 221	WILHELM KENT MITCHELL	1.00	RL	RS	Single Family Residence
356 246	WILHELM KENT MITCHELL	0.97	RL	RS	None
356 078	WILHELM MARGARET JOAN BR(	0.05	RL	RR	Single Family Residence
356 233	WOOD GARY LEE	0.78	RL	RS	Single Family Residence
356 244	WRIGHT FORREST DWAYNE &	0.81	RL	RS	None

None* indicates a single family residence is on the property but not within the area transferred to the County

Table 3B

Parcel Number	Property Owner	Transfer Acreage	Former GQ Zoning	Proposed County Zoning	Improvements w/in Zoning Area
356 331	ALMEIDA ELVING JAVIER	3.97	RL	RA	Shed
356D263	ALVAREZ HIPOLITO &	0.15	RL	RR	Single Family Residence
356 317	BARBER JOHN D & WF	10.76	RL	RA	Single Family Residence
356 277	BARTON KAREN ELAINE	0.43	RL	RR	Single Family Residence
356 124	BENSON MICHELE PACE	0.41	RL	RR	Single Family Residence
356 12301	BROWN EMILY LYONS	0.22	RL	RR	Manufactured Home
356 278	BROWN LARRY RAY &WF	0.42	RL	RR	Single Family Residence
356 172	BYRD TIMOTHY RAY	1.53	RL	RR	Single Family Residence
356A197	CABALLERO JOSE M & WF	0.41	RL	RR	Single Family Residence
356A135	DAWNWOOD ACRES INC	0.22	RL	RR	Single Family Residence
356A196	DAWNWOOD ACRES INC	0.25	RL	RR	Single Family Residence
356A198	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356A199	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356A200	DAWNWOOD ACRES INC	0.40	RL	RR	Single Family Residence
356 136	DRYE GARY LEE	0.42	RL	RR	Manufactured Home
356 303	DRYE GARY LEE	0.31	RL	RR	Single Family Residence
356 304	DRYE GARY LEE	0.52	RL	RR	Manufactured Home
356 329	DRYE GARY LEE	0.32	RL	RR	Single Family Residence
356 330	DRYE GARY LEE	0.45	RL	RR	Single Family Residence
356D264	EVANS DOUGLAS C & WF	0.31	RL	RR	Single Family Residence
356 075	FAYDO JESSIE E	1.89	RL	RA	Single Family Residence
356 280	FOSTER JOSHUA B &	0.44	RL	RR	Single Family Residence
356 176	FRENCH KATHY KLUTTZ	0.88	RL	RA	None
356 148	GENTLE LARRY ALEXANDER	1.28	RL	RR	Single Family Residence
356 279	GRUBBS VICTORIA LYNDE & HUS	0.45	RL	RR	Single Family Residence
356 212	GUPTA CYNTHIA ANN	0.38	RL	RR	Single Family Residence
356 158	HALL DWIGHT L & WF	1.33	RL	RR	Single Family Residence
356D275	HATLEY LUCAS H	0.45	RL	RR	Single Family Residence
356A182	HEDRICK PATRICIA ANN &	0.37	RL	RR	Single Family Residence
356 286	HOLSHOUSER JESSE MARK	0.49	RL	RR	Single Family Residence
356 171	HONEYCUTT ASHLEY B	0.43	RL	RR	Single Family Residence
356A188	HUBBARD ALENA MORY & HUS	0.39	RL	RR	Single Family Residence
356D269	HUDGINS KATHY K	1.43	RL	RR	Single Family Residence
356 111	HUDSON DANIEL R & WF	1.36	RL	RR	Single Family Residence
356 333	HUDSON DANIEL R & WF	0.56	RL	RR	Duplex
356 334	HUDSON DANIEL R & WF	0.50	RL	RR	None
356 132	HUMMEL RICHARD R	0.75	RL	RR	Single Family Residence
356D261	HUNSUCKER ROCKY A &WF	0.03	RL	RR	None*
356D265	JONES EDDIE CHARLES &WF	0.59	RL	RR	Single Family Residence
356 281	KLUTTZ DARREN TODD	5.28	RL	RA	Manufactured Home
356 314	KLUTTZ GEORGE LEE JR	5.23	RL	RA	None
356D260	KLUTTZ JAMIE M	0.01	RL	RR	None*
356 257	KLUTTZ KEITH L	2.82	RL	RA	None
356 211	KLUTTZ KEITH LINN	2.62	RL	RA	None
356 008	KLUTTZ KENNETH BURLEY & W	10.90	RL	RA	None
356 193	KLUTTZ RONALD STEVE &	4.70	RL	RA	Single Family Residence
356 258	KLUTTZ RONALD STEVE &	3.00	RL	RA	None
356 133	LINDSTROM JEFFREY CHARLES	0.63	RL	RR	Single Family Residence
356 121	LLOYD JAMES B & WF	2.80	RL	RR	Single Family Residence
356D268	LOPEZ GILERIK	0.99	RL	RR	Single Family Residence
356D11202	LOVE LLC	1.88	RL	RR	None
356D266	LOVE LLC	0.91	RL	RR	Single Family Residence
356 285	MAHAFFEY CLIVE L & WF	0.33	RL	RR	Single Family Residence
356 284	MAHAFFEY CLIVE LOYD	0.42	RL	RR	Single Family Residence
356 310	MAHAFFEY SAWYER D	0.24	RL	RR	Single Family Residence
356 109	MASHBURN GEOFFREY & SPOUS	0.39	RL	RR	Single Family Residence
356 143	MATTESON STEVE B &	0.36	RL	RA	None*
356 170	MCINTYRE AUSTIN LEE &WF	0.46	RL	RR	Single Family Residence
356D272	MILETTE JENNIFER KATHLEEN	0.47	RL	RR	Single Family Residence
356D267	MOORE LLOYD AND	0.76	RL	RR	Single Family Residence
356 276	MOOSE RANDY DALE JR	0.47	RL	RR	Single Family Residence
356 161	MOTLEY PATRICIA	0.95	RL	RA	Single Family Residence
356 163	NESBITT JERRY ALLEN & WF	2.88	RL	RA	Manufactured Home
356 178	NESBITT JERRY ALLEN & WF	2.36	RL	RA	Single Family Residence
356 259	NICHOLS GARY WAYNE & WF	0.43	RL	RR	Single Family Residence
356A279	NOUANSAVANH SOUANG &	0.37	RL	RR	None
356A194	PHILLIPS TIMOTHY WAYNE	0.43	RL	RR	Single Family Residence
356D262	PONDS CHRISTOPHER SY	0.06	RL	RR	None*
356 292	PROBA ALLISON E	2.03	RL	RR	Single Family Residence
356 288	RIDENHOUR WILLIAM R	1.42	RL	RR	Single Family Residence
356 025	ROTHERMUND KEVEN C & W	7.75	RL	RA	Single Family Residence
356D273	SEAFORD KIMBERLY C & HUS	0.46	RL	RR	Single Family Residence
356D270	SIDES TIMOTHY S & WF	0.50	RL	RR	Single Family Residence
356D271	SIDES TIMOTHY S & WF	0.52	RL	RR	Single Family Residence
356 175	STARNES SCOTT E & WF	0.73	RL	RA	Single Family Residence
356 252	TINDALL ALEX SANDRA	0.35	RL	RR	Manufactured Home
356 287	VIVIAN DENNIS JOSEPH	0.57	RL	RR	Single Family Residence
356 168	WAGNER ERNEST F & WF	1.44	RL	RR	Single Family Residence
356 169	WAGNER ERNEST F & WF	1.31	RL	RR	None
356A195	WAGNER NOAH BROCK	0.38	RL	RR	Single Family Residence
356 138	WEHMEYER ARTHUR LEE	0.83	RL	RR	None
356D274	YORK PHILLIP M &	0.46	RL	RR	Single Family Residence

None* indicates a single family residence or manufactured home is on the property but not within the area transferred to the County

- Subarea 3C – Coley Rd and Rainey Rd to Faith ETJ
  Refer to Map 3C for specific location, affected properties and proposed RoCo zoning

Woodland Hills Subdivision Sections 1/2/3 is located in the southwest corner of the intersection formed by Kluttz and Rainey Roads. This thirty-six (36) lot residential subdivision has four internal streets (Fieldcrest, Oakridge, Stonewood and Woodland) that are state maintained roads. At least five (5) of the parcels in this subdivision will still share a split jurisdiction with the Town of Faith (R-3) and Rowan County after this transfer between GQ and RoCo. Based on housing type and lot sizes, Staff recommends this subdivision be zoned RR.

The five (5) parcels and remnant of another located south of the Woodland Hills subdivision are worthy of RA designation as the larger tracts are undeveloped and the others are residentially developed.

In the northern quadrant formed by Kluttz and Coley Roads, portions of Parcels 034 / 035 / 045 on Tax Map 354 were zoned RH (residential high density) by GQ, but according to their Staff there are no records, history or background information as to why this designation was applied to these parcels. Water and sewer utilities are over fifteen hundred (1500) feet from the site and would be necessary to achieve density warranting the GQ's high-density zoning. Given no project files or pending development of these properties, Staff recommends RR zoning for parcels 034 and 035 and RA for parcel 045. As Kluttz Rd transitions into Faith's ETJ (from the Coley / Rainey Rd intersection), Staff recommends these properties in subarea 3C be zoned RR. The parcels located west of GQ's new ETJ on Coley Rd exhibit characteristics of RA.

Table 3C

Parcel	Property Owner	Transfer	Former GQ	Proposed County	Improvements w/in Zoning Area
355A053	ANTEMANN BRIAN MICHAEL & WF	0.55	RL	RR	Single Family Residence
355A080**	BARBEE MARISSA A	0.68	RL	RR	Single Family Residence
355 014	BARRIER JOEY GRANT & WF	1.17	RL	RR	Single Family Residence
355A079	BASILIO CECILIA GUERRERO & SPOUSE	0.65	RL	RR	Single Family Residence
355A063**	BASINGER GINA &	0.51	RL	RR	Single Family Residence
354 177	BENFIELD DEBBIE &	0.33	RL	RR	Manufactured Home
354 032	BENFIELD DEBORAHA L	2.63	RL	RR	Single Family Residence
355 131	BOST ROBIN CASPER	0.56	RL	RR	None
355 132	BOST ROBIN CASPER	2.44	RL	RR	Single Family Residence
355A081	BOWERS JEAN M	0.58	RL	RR	Single Family Residence
355A067	BOZORGNIA MEHRIN	0.56	~~RL~~	RR	Single Family Residence
356 130	BRINSON DEBBIE FINK &HUS	0.71	RL	RR	None*
355A070	CHILLEMI JESSE J & WF	0.67	RL	RR	Single Family Residence
355 017	COFFEY KEVIN JOHN JR	1.11	RL	RR	Single Family Residence
355A068	COWIE BARBARA A	0.69	RL	RR	Single Family Residence
355A091	DENTON JAMES S & WF	0.48	RL	RR	Single Family Residence
355 018**	DENTON JOHNNIE WAYNE & WF	7.13	RL	RA	None
356 134	DENTON JOHNNIE WAYNE & WF	2.53	RL	RA	None
355A055	EASTMAN IVAN LEWIS II &WF	0.45	RL	RR	Single Family Residence
355A082	ELLIS MICHAEL TILLMAN & WF	0.55	RL	RR	Single Family Residence
355A076	FARMER MELISSA K	0.73	RL	RR	Single Family Residence
354 035	FAULKNER PATRICIA JANE	2.33	RH	RR	Storage Bldgs
356 313	FINK CLYDE &	1.17	RL	RA	Single Family Residence
355A093	GRIMES JEFFREY C &WF	0.41	RL	RR	Single Family Residence
355A090	HEAVNER TONY E &WF	0.50	RL	RR	Single Family Residence
355A062	HENDERSON BRANDON M & WF	0.51	RL	RR	Single Family Residence
353 047	HOFFMAN DAVID ALEXANDER	0.77	RL	RR	Single Family Residence
355 048	HOLSHOUSER RACHEL JORDAN	0.53	RL	RR	None
355 106	HOLSTEIN DAVID LEE & WF	1.28	RL	RR	Single Family Residence
355A077	IJAMES WILLIAM P & WF	0.54	RL	RR	Single Family Residence
355 015**	JORDAN MAUDE W	3.91	RL	RR	Single Family Residence
355 010**	JORDAN TOMMY WALTER & WF	0.40	RL	RR	Single Family Residence
355 137	KELLIS KRIS WEBER	0.89	RL	RR	Single Family Residence
353 195	KEPLEY CHARLES FREDRICK	3.56	RL	RA	Single Family Residence
353 049**	KEPLEY RENTALS LLC	9.11	RL	RA	None*
355 139**	KILBY BARBARA & HUSB	0.17	RL	RR	None*
355A061	KIRK RONALD C &WF	0.49	RL	RR	Single Family Residence
355A054	KISER PAULA VAIL & HUS	0.45	RL	RR	Single Family Residence
355A016	KNEIP JOHN F III & WF	0.29	RL	RR	None
355 119	KNEIP JOHN F III & WF	0.88	RL	RR	Single Family Residence
354 033	LAPISH PHILLIP RANDALL &WF	3.96	RL	RR	Single Family Residence
354 034	LAPISH PHILLIP RANDALL &WF	3.71	RH (2.29) RL (1.41)	RR	None
355 012**	LEFLER WEST A & WF	0.93	RL	RR	Single Family Residence
356 121	LLOYD JAMES B & WF	2.80	RL	RR	Single Family Residence
355A078**	LOSH MATTHEW BROOKS	0.87	RL	RR	Single Family Residence
355A083	MARCUM VALERIE MICHELLE	0.55	RL	RR	Single Family Residence
355A056	MASTIN FRANK H III & WF	0.45	RL	RR	Single Family Residence
355A072	MCCALL LEE &HUS	0.64	RL	RR	Single Family Residence
355A092	MORRISON JUSTIN WADE	1.41	RL	RR	Single Family Residence
355A058	MOSHER WAYNE A	0.64	RL	RR	Single Family Residence
353 048**	NASH RICKY LEE JR & WF	19.99	RL	RA	None*
355A057	NEMETH PATRICA G	0.43	RL	RR	Single Family Residence
354 031	PREVETTE JOEL BAXTER & WF	2.06	RL	RR	Single Family Residence
354 045	ROACH VIRGINIA & HUS	2.21	RH (2.21) RL (5.74)	RA	None
355A069	SAFRIT H DEAN & WF	0.50	RL	RR	Single Family Residence
355A071	SCULLY APRIL MARIE &	0.53	RL	RR	Single Family Residence
355 049	SCULLY ROXANNE M	0.56	RL	RR	Single Family Residence
355 036	TAYLOR EMMA JEAN S	0.66	RL	RR	Single Family Residence
353 051**	UNDERWOOD DUANE LEE JR	15.94	RL	RA	None
355A060	VANHOY LONNIE DAVID & WF	0.62	RL	RR	Single Family Residence
355A086	VANHOY LONNIE DAVID & WF	0.02	RL	RR	Shed
355 013	WEDDINGTON JOHN JEREMIAH & WF	0.87	RL	RR	None
355 138	WEDDINGTON JOHN JEREMIAH & WF	2.06	RL	RR	Single Family Residence
355A059	WHITAKER SUSAN D	0.45	RL	RR	Single Family Residence

None* indicates a single family residence or manufactured home is on the property but not within the area transferred to the County

** Indicates parcel is also located in Faith's ETJ

ZONING ANALYSIS

Current Zone: Residential Low Density (RL) and Residential High Density (RH)

Granite Quarry zoning designations for the to-be-relinquished ETJ in all subareas were almost exclusively RL (residential low density) with one instance of RH (residential high density) at the Stone Rd / Kluttz Rd intersection with Coley Rd. The purpose of these districts is defined as:
The Residential Low Density (RL) District is established for conventional subdivision development of low density single-family residences and their customary accessory uses.

The Residential High Density District (RH) is intended for the development of a higher density mixture of residential uses and their customary accessory uses.

Proposed: Rural Agricultural (RA) for Subareas 1A / 1B / 2A and most of 2B
Mix of Rural Residential (RR) and Residential Suburban (RS) in Subarea 3A
Mix of Rural Residential (RR) and Rural Agricultural (RA) in Subareas 3B / 3C

Plan Conformity Affected properties are located in Area 2 of the Eastern Area Land Use Plan (ELUP)
Area 2 comprises the lands adjacent to Spencer, Granite Quarry, Faith, Rockwell and High Rock Lake. Proximity to these municipal areas generally assumes that low density residential uses are expected and commercial uses are located in highways. Although this area was not included in the ELUP per se, as the jurisdiction was held by GQ, the plan assumptions for residential development in the area are valid based on Staff survey of the areas.

Purpose & Intent Rural Agricultural (RA), Rural Residential (RR) and Residential Suburban (RS) are defined below:

Rural Agricultural, RA. This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

Rural Residential, RR. This zoning district is comprised of areas of the county in which moderate levels of single-family housing has occurred or is occurring. In this district, agricultural uses have been replaced to a significant degree with single-family housing. The regulations in this district are intended to provide a land owner with an opportunity to engage in limited business or commercial activities. Multifamily uses are not allowed.

Residential Suburban, RS. The purpose of this zoning district is to protect existing residential neighborhoods and promote the creation of more residential neighborhoods. These areas are typically near major thoroughfares and have or could be provided significant infrastructure. Commercial uses, business uses and multifamily uses are generally not allowed.

Compatibility Of Uses As this is not a comparison between current county zoning and proposed county zoning, the Z 06-23 case is more about applying the most appropriate general zoning district to properties in the subareas.

Vicinity Conditions Refer to Subarea Maps

PLANNING BOARD RECOMMENDATION

At its August 28, 2023 meeting, the Rowan County Planning Board conducted a Courtesy Hearing for the Z 06-23 case and provides a favorable recommendation and the following statement in support:

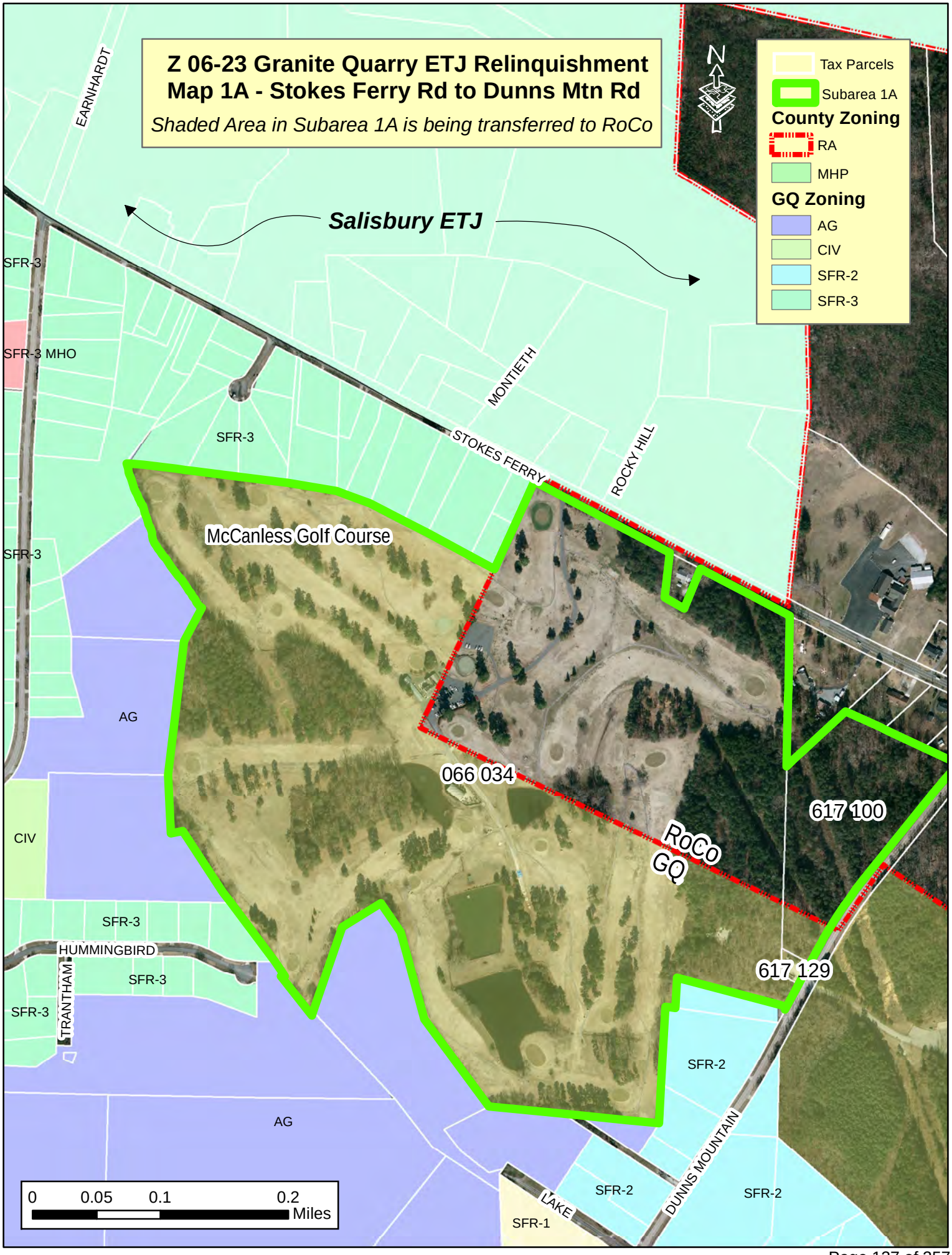
Statement of Consistency and Reasonableness

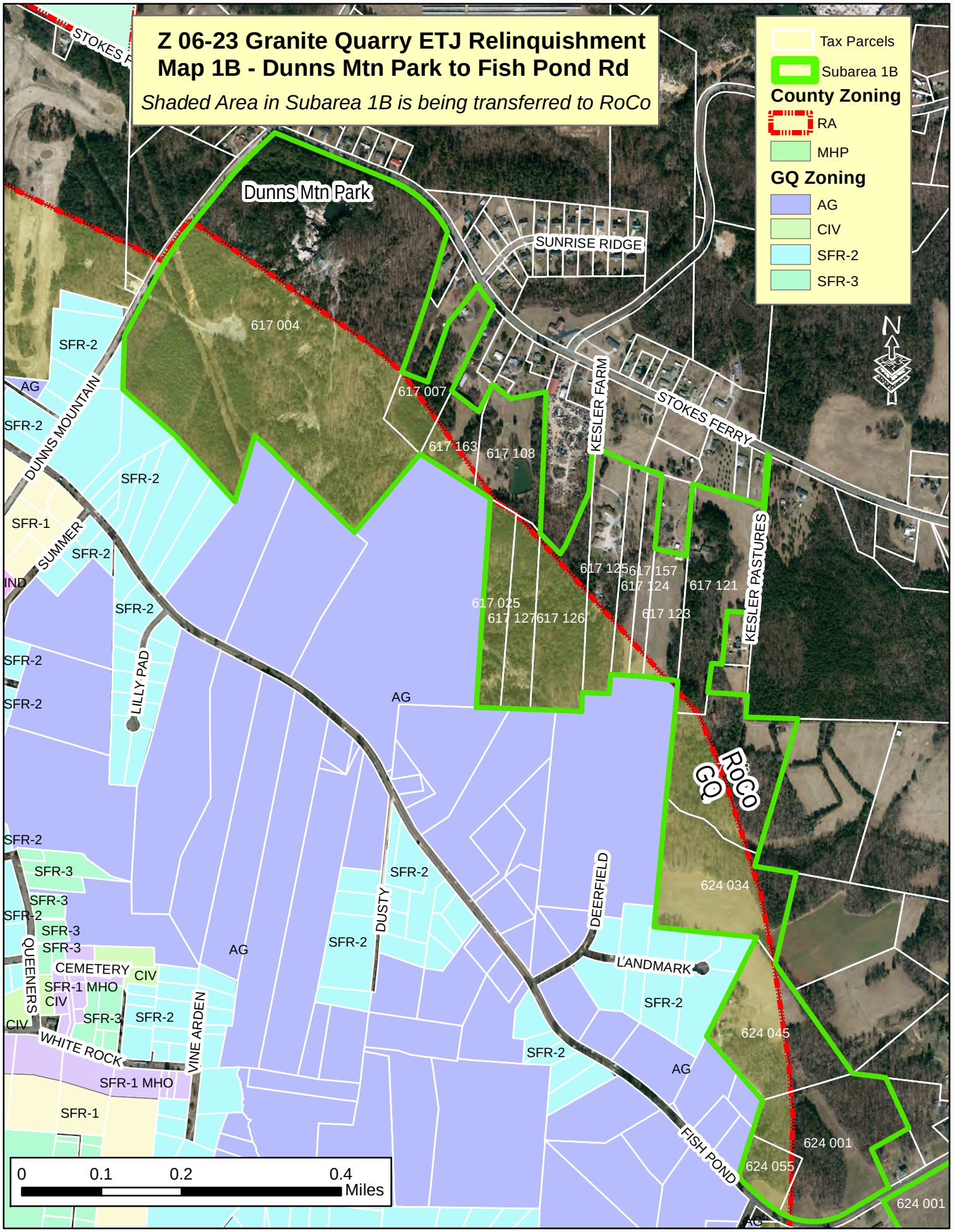
Z 06-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East Rowan Land Use Plan based on the following:

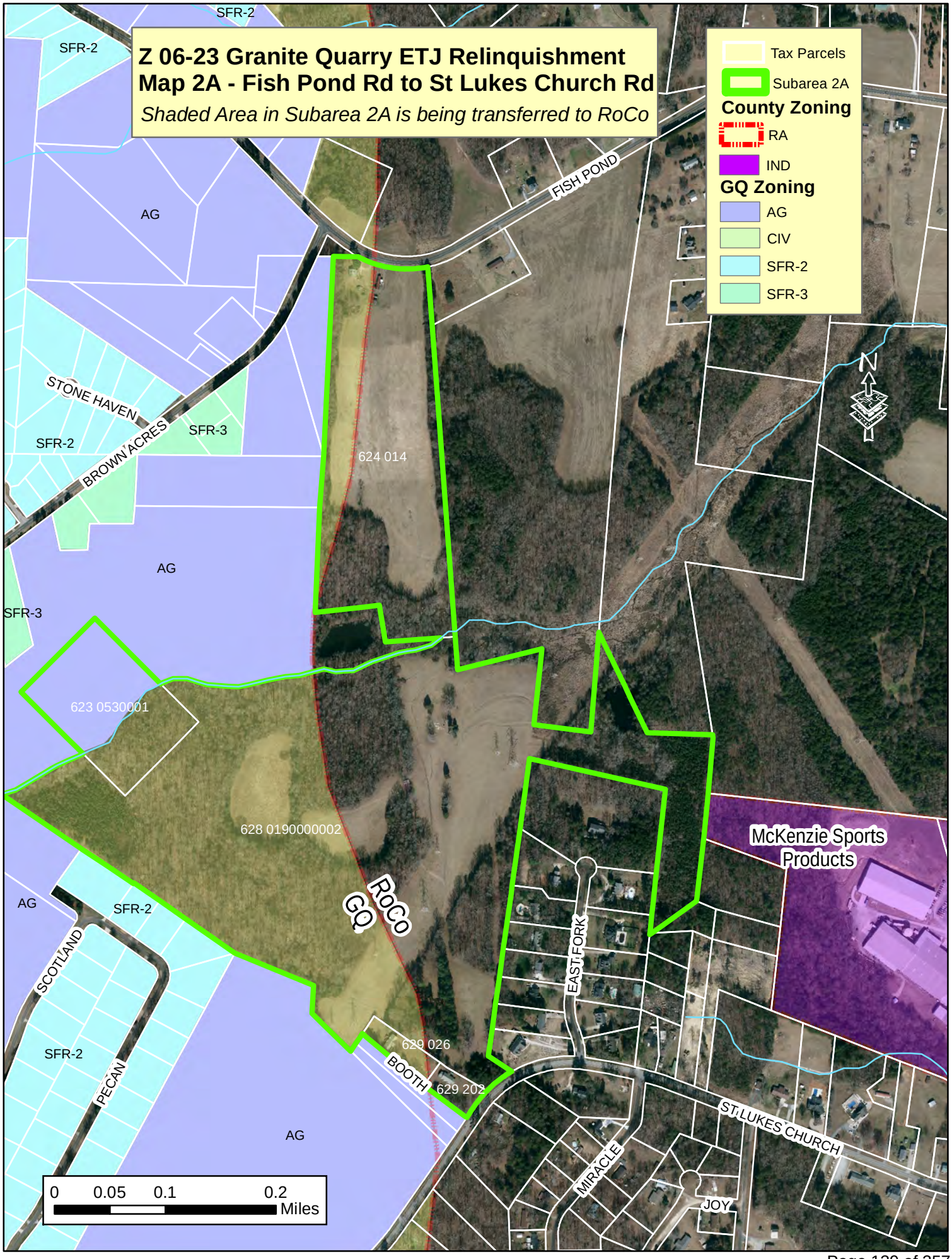
1) It allows parcels in the Granite Quarry ETJ currently, to transition into comparable county zoning and have minimal impact to residents and parcel owners.
2) The new zoning will now follow property lines.
3) It is in line with precedent set forth by this board when other municipalities have relinquished portions of their respective ETJs.

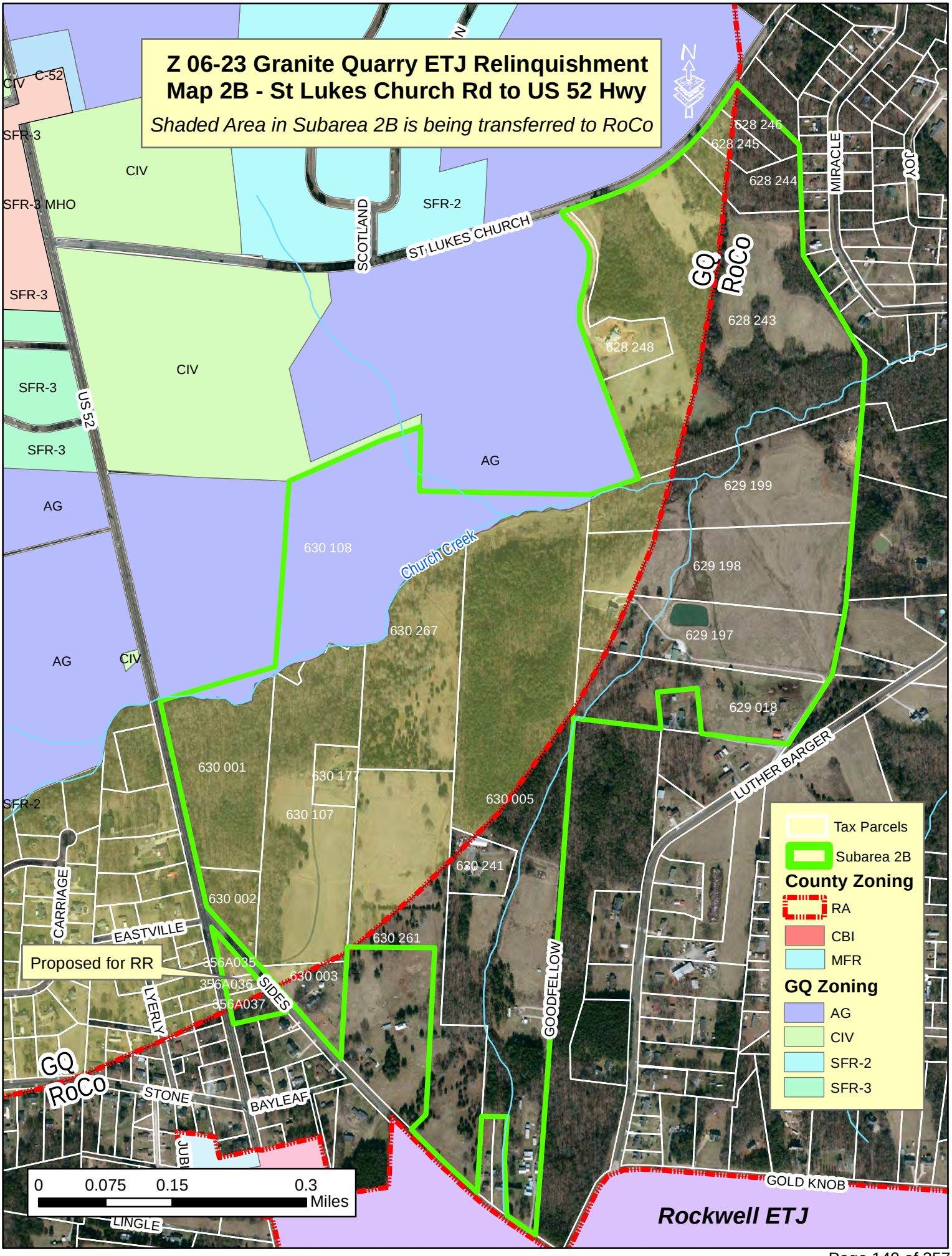
Furthermore, this adoption is deemed an amendment to the East Rowan Land Use Plan. *Adam Sewell* made the statement a motion, *Gregory Hannold* seconded the motion. There was no discussion, and the motion was approved by a vote of 8 – 0.

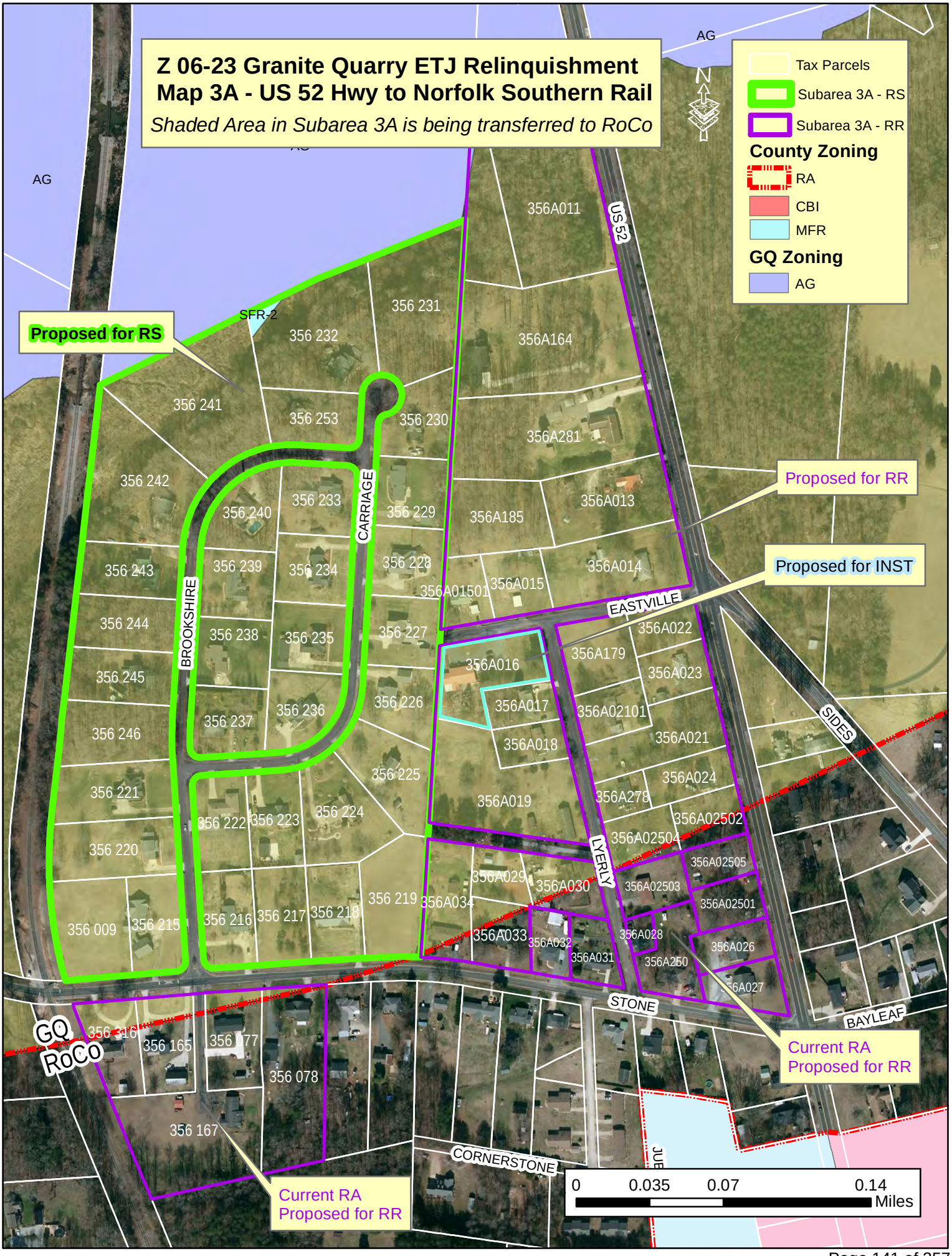
Approve / Deny the Application –A motion to **approve the application** Z 06-23 was made by *Mike Julian.* This motion was seconded by *Gregory Hannold,* there was no discussion and the motion was approved by a vote of 8 – 0.


Z 06-23 Granite Quarry ETJ Relinquishment
Map 1A - Stokes Ferry Rd to Dunns Mtn Rd
Shaded Area in Subarea 1A is being transferred to RoCo
N
Tax Parcels
Subarea 1A
County Zoning
RA
MHP
GQ Zoning
AG
CIV
SFR-2
SFR-3
Salisbury ETJ
EARNHARDT
SFR-3
SFR-3 MHO
MONTIETH
STOKES FERRY
ROCKY HILL
SFR-3
SFR-3
McCanless Golf Course
066 034
617 100
RoCo
GQ
AG
CIV
SFR-3
HUMMINGBIRD
SFR-3
TRANTHAM
SFR-3
617 129
SFR-2
AG
SFR-2
DUNNS MOUNTAIN
SFR-2
LAKE
SFR-1
0
0.05
0.1
0.2
Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 1B - Dunns Mtn Park to Fish Pond Rd
Shaded Area in Subarea 1B is being transferred to RoCo
Tax Parcels
Subarea 1B
County Zoning
RA
MHP
GQ Zoning
AG
CIV
SFR-2
SFR-3
Dunns Mtn Park
SUNRISE RIDGE
617 004
617 007
617 163
617 108
KESLER FARM
STOKES FERRY
DUNNS MOUNTAIN
SUMMER
617 125
617 157
617 124
617 121
617 025
617 127
617 126
617 123
KESLER PASTURES
LILLY PAD
RoCo GQ
624 034
DEERFIELD
DUSTY
L'ANDMARK
624 045
624 001
624 055
FISH POND
QUEENERS
CEMETERY
SFR-1 MHO
WHITE ROCK
VINE ARDEN
0 0.1 0.2 0.4 Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 2A - Fish Pond Rd to St Lukes Church Rd
Shaded Area in Subarea 2A is being transferred to RoCo
Tax Parcels
Subarea 2A
County Zoning
RA
IND
GQ Zoning
AG
CIV
SFR-2
SFR-3
FISH POND
STONE HAVEN
BROWN ACRES
624 014
623 0530001
628 0190000002
RoCo GQ
EAST FORK
McKenzie Sports Products
SCOTLAND
PECAN
629 026
BOOTH
629 202
ST LUKES CHURCH
MIRACLE
JOY
0 0.05 0.1 0.2 Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 2B - St Lukes Church Rd to US 52 Hwy
Shaded Area in Subarea 2B is being transferred to RoCo
N
C-52
CIV
SFR-3
SFR-3 MHO
SFR-2
SCOTLAND
ST LUKES CHURCH
GQ
RoCo
MIRACLE
628 246
628 245
628 244
628 243
628 248
US 52
AG
629 199
630 108
Church Creek
629 198
630 267
629 197
629 018
LUTHER BARGER
630 001
630 177
630 107
630 005
630 241
630 002
CARRIAGE
EASTVILLE
630 261
Proposed for RR
356A035
356A036
356A037
630 003
SIDES
LYERLY
GOODFELLOW
STONE
BAYLEAF
GOLD KNOB
LINGLE
Tax Parcels
Subarea 2B
County Zoning
RA
CBI
MFR
GQ Zoning
AG
CIV
SFR-2
SFR-3
0
0.075
0.15
0.3
Miles
Rockwell ETJ


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3A - US 52 Hwy to Norfolk Southern Rail
Shaded Area in Subarea 3A is being transferred to RoCo
Tax Parcels
Subarea 3A - RS
Subarea 3A - RR
County Zoning
RA
CBI
MFR
GQ Zoning
AG
Proposed for RS
Proposed for RR
Proposed for INST
Current RA
Proposed for RR
Current RA
Proposed for RR
GQ
RoCo
AG
SFR-2
US 52
CARRIAGE
BROOKSHIRE
EASTVILLE
LYERLY
SIDES
STONE
BAYLEAF
CORNERSTONE
356 241
356 242
356 243
356 244
356 245
356 246
356 221
356 220
356 009
356 215
356 216
356 217
356 218
356 219
356 222
356 223
356 224
356 225
356 226
356 227
356 228
356 229
356 230
356 231
356 232
356 253
356 240
356 233
356 239
356 234
356 238
356 235
356 237
356 236
356A011
356A164
356A281
356A185
356A013
356A014
356A01501
356A015
356A016
356A017
356A018
356A019
356A179
356A022
356A023
356A02101
356A021
356A024
356A278
356A02502
356A02504
356A02505
356A02503
356A02501
356A029
356A030
356A034
356A033
356A032
356A031
356A028
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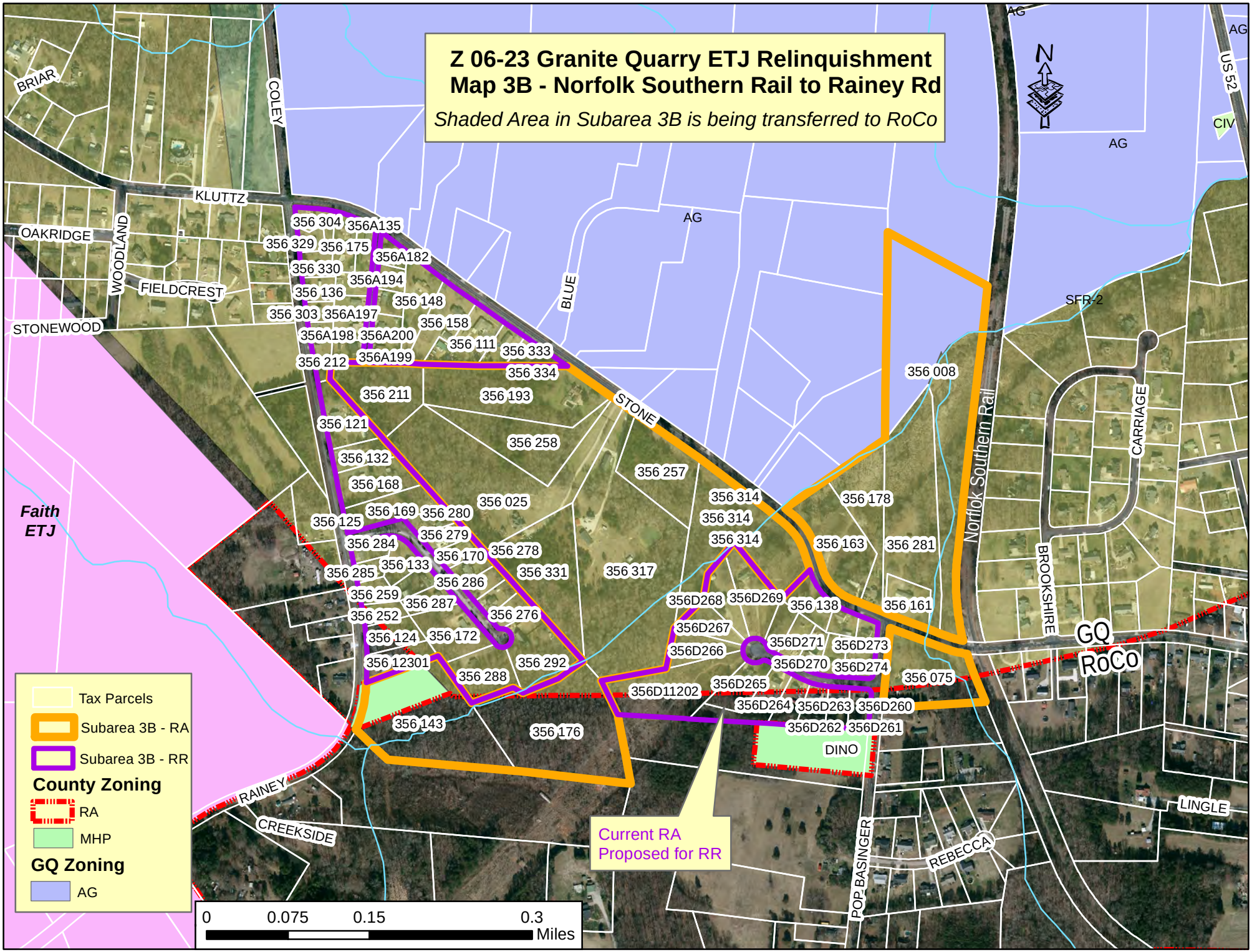
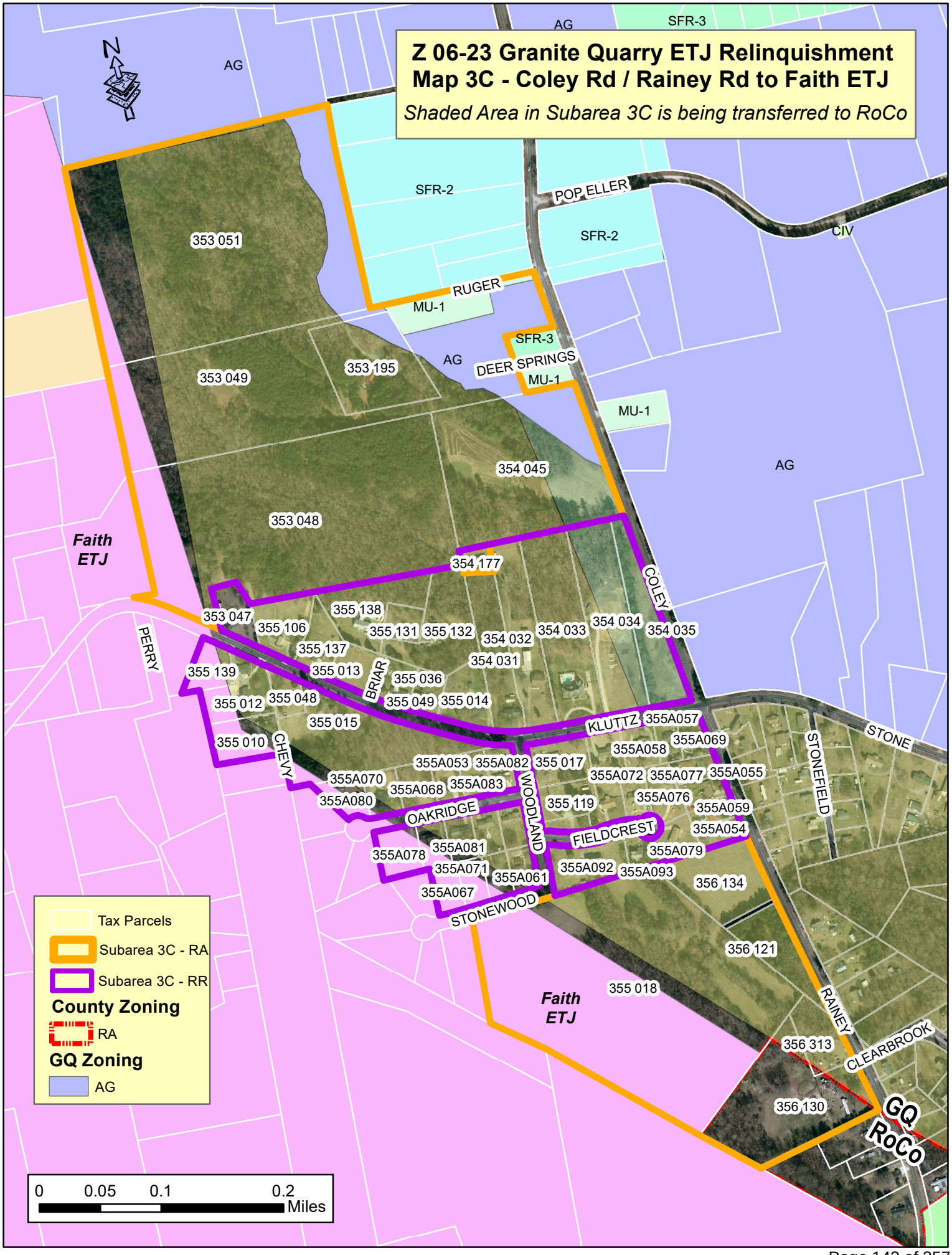
356 077
356 078
356 167
0
0.035
0.07
0.14
Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3B - Norfolk Southern Rail to Rainey Rd
Shaded Area in Subarea 3B is being transferred to RoCo
N
BRIAR
COLEY
KLUTTZ
OAKRIDGE
WOODLAND
FIELDCREST
STONEWOOD
BLUE
STONE
Norfolk Southern Rail
CARRIAGE
BROOKSHIRE
US 52
CIV
SFR-2
AG
Faith
ETJ
GQ
RoCo
RAINEY
CREEKSIDE
POP BASINGER
REBECCA
LINGLE
DINO
356 304
356A135
356 329
356 175
356A182
356 330
356A194
356 136
356 148
356 303
356A197
356 158
356A198
356A200
356 111
356 333
356 212
356A199
356 334
356 211
356 193
356 121
356 258
356 132
356 257
356 168
356 025
356 314
356 178
356 169
356 280
356 125
356 314
356 279
356 314
356 284
356 278
356 170
356 163
356 281
356 133
356 285
356 331
356 317
356 286
356 259
356 287
356D268
356D269
356 138
356 161
356 276
356 252
356D267
356 124
356 172
356D271
356D273
356D266
356 12301
356 292
356D270
356D274
356 288
356D265
356 075
356D11202
356D264
356D263
356D260
356 143
356 176
356D262
356D261
356 008
Current RA
Proposed for RR
Tax Parcels
Subarea 3B - RA
Subarea 3B - RR
County Zoning
RA
MHP
GQ Zoning
AG
0
0.075
0.15
0.3
Miles


Z 06-23 Granite Quarry ETJ Relinquishment
Map 3C - Coley Rd / Rainey Rd to Faith ETJ
Shaded Area in Subarea 3C is being transferred to RoCo
N
AG
SFR-3
SFR-2
MU-1
POP ELLER
CIV
RUGER
DEER SPRINGS
353 051
353 049
353 195
353 048
354 045
354 177
353 047
355 106
355 138
355 131
355 132
354 032
354 033
354 034
354 035
355 137
354 031
355 139
355 013
355 036
355 012
355 048
355 049
355 014
355 015
355 010
355A057
355A069
355A058
355A053
355A082
355 017
355A072
355A077
355A055
355A070
355A068
355A083
355A080
355 119
355A076
355A059
355A054
355A078
355A081
355A079
355A071
355A061
355A092
355A093
355A067
356 134
356 121
355 018
356 313
356 130
Faith ETJ
PERRY
CHEVY
BRIAR
COLEY
KLUTTZ
STONE
STONEFIELD
WOODLAND
OAKRIDGE
FIELDCREST
STONEWOOD
RAINEY
CLEARBROOK
GQ
RoCo
Tax Parcels
Subarea 3C - RA
Subarea 3C - RR
County Zoning
RA
GQ Zoning
AG
0
0.05
0.1
0.2
Miles

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Sarah Pack, Clerk to the Board
DATE: 9/18/2023
SUBJECT: Consider Approval of the Minutes

Please consider approval of the 9/5/23 Regular Meeting minutes.

ATTACHMENTS:
1. 09/05/23 Draft Minutes

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

Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS September 5, 2023 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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Call to Order

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

Consider Additions to the Agenda

Chairman Edds requested to add the Rowan County (ADA) Contracts for Fiscal Year 2024 as Consent Item Z.

Consider Deletions From the Agenda

There were no deletions from the agenda.

Consider Approval of the Agenda

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

Consider Approval of the Consent Agenda

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

A. Sole-Source SHI International - FY24
B. Sole-Source Northwoods Compass - FY24
C. Sole-Source ESI Acquisition, Inc - FY24
D. Revision of WEPEC procedure and event contract
E. Sole-Source Leads OnLine - FY24
F. Sole-Source TK Elevator Corporation - FY24

G. South Data Inc. Approval - FY24
H. Request for Public Hearing on Amendments to Ordinance Ch. 8.5 Farmland Preservation
I. Consider Approval of the Minutes of the 8/3/23 Joint Meeting and the 8/21/23 Regular Meeting
J. GRANT APPLICATION: Rowan DSS: Salisbury-Rowan Community Foundation Grant 2023: One Church One Child
K. RFQ Authorization - Crawford Building
L. Rowan County Health Department - 2023-24 Environmental Health Fee Schedule
M. Approval of Purchase - NCDOT IMD Vehicle Order - 20' LTV - Rowan Transit System
N. Approval of Purchase - NCDOT IMD Vehicle Order (2-Raised Roof) - Rowan Transit System
O. Budget Amendment - Dog Exercise Area NDDAC at Rowan County Animal Shelter
P. Budget Amendments, as follows:

DSS	*To budget Low Income Energy Assist funding*	*18,993*
Sheriff	*To acknowledge donation to purchase bloodhound K-9*	*17,500*
Health	*To align budget with awarded funding for CCHC Smart Start*	*22,537*
Cooperative Extension	*To correct FY23 Reserved Funds*	*1,140*
Parks and Rec	*To recognize ARPA funds and FY23 reserved funds for Nature Center grants*	*56,870*
Health	*To budget for AA914 ARPA funding for lead in water and paint in schools*	*14,144*
Health	*To correct FY24 budgeted revenue for Mayor's award*	*20,513*
Finance	*To record FY21, FY22, and FY23 ARPA Interest*	*472,119*
Finance	*To budget for new dog exercise area at new Animal Shelter - Sep Agenda Item*	*24,000*
Finance	*To appropriate Fund Balance for FY23 Encumbrances - Sheriff Dept PO 23000600*	*20,280*
Parks and Rec	*To transfer funds to cover Sheriff Deputy's working Autumn Jubilee*	*7,500*
Health	*To recognize FY23 Reserved funds*	*80,046*
Health	*To recognize FY23 Reserved funds*	*119,995*
Finance	*To carry forward available funds for WEP project*	*6,048,840*

Q. Plumbing Grant correction
R. Refund to Novant Health
S. Sole-Source Freshworks - FY24
T. FIRST AMENDEMENT Hangar Lease Retail Business Services, LLC
U. CPS Social Worker Sign-On Bonus and Salary Increase
V. GRANT APPLICATION: Sheriff's Office request approval to apply for NHTSA Funding

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W. Proclamation: September 2023 Library Card Sign-up Month
X. Dave Clay - Centenarian
Y. Reduced Adoption Fees for the Month of September
Z. Rowan County ADA Contracts – FY24 (Agenda Addition)

Public Comment Period

Chairman Edds opened the floor for Public Comment and closed it after no one wished to speak.

Public Hearing for Rowan Transit FY25 Grant Applications

Valerie Steele, Rowan Transit System Director, said the North Carolina Public Transportation Division is accepting Transportation Program applications for FY25. The Board of Commissioners is the official applicant for these funds. The deadline for application is October 6, 2023. The public hearing allows residents an opportunity to comment on community transportation needs and the Rowan Transit System (RTS) grant applications.

The Community Transportation Program (CTP) covers administrative costs including salaries, travel, communications, utilities, advertising, and a secured parking lot. The request is for $275,956. Of the request, 85% ($234,563) is grant-funded with a 15% ($41,393) County match.

The State/Rural program is designed to enhance mobility of seniors and individuals with disabilities. This includes Rowan Vocational Opportunities (RVO), Trinity Living Center (TLC), and Dialysis-Rural. The requested amount is $300,000, with $150,000 in grant funds, $150,000 from contract revenue, and Dialysis-Rural providing a 50% match from ROAP funding.

Rowan Vocational Opportunities (RVO) is a non-profit rehabilitation facility providing work adjustment, vocational training, long term or transitory employment and life skills for people with intellectual or developmental disabilities. Trinity Living Center (TLC) is a community-based adult day service to meet the needs of frail elderly and functionally and/or cognitively impaired adults. Davita provides patients with integrated care regardless of the stages of kidney disease.

There is a combined capital request for funding to replace three raised roof vans, all with lifts. There is no guarantee of NCDOT approval or when the vehicles will be received. The request is for $317,175, with 90% (285,457) in grant funding and 10% ($31,718) in County match funds.

The total amount requested is $893,131, with $670,020 in grant funding and a County match of $73,111, with an additional $150,000 in contract revenue. All grant agreements are brought back to the Board of Commissioners for official acceptance, the certification that funding is available, and the approval for signature by the County Manager.

Chairman Edds clarified that these grants were applied for last year. Ms. Steele said yes and explained the amount changes.

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Commissioner Caskey asked what happens to the vehicles at the end of their useable life and Ms. Steele explained the options after the vehicles are released to the County.

Commissioner Pierce asked the average life of the vehicle. Ms. Steele said likely 3-5 years for the vehicle to reach 100,000 miles.

At 3:08 p.m. Chairman Edds opened the Public Hearing and closed it after no one wished to speak.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve Rowan Transit System to complete and submit applications for the Fiscal Year 2025 grants presented.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to adopt the CTP Public Transportation Program Resolution, as follows:

PUBLIC TRANSPORTATION PROGRAM RESOLUTION FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Pierce and seconded by Klusman for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to

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implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project; NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby

authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

Consider PE 06-23 – Mooresville Motorsport Complex

Aaron Poplin, Planning Technician, said Tracy Broome on behalf of the Mooresville Motorsport Complex is requesting a Permit to Exceed from 12 PM to 12 AM September 15th,2023 at the Mooresville Dragstrip 1255 Wilkinson Rd (Tax Parcel 239 111) in Mooresville for a post-race concert. The duration of the request covers the entirety of the event, not just the live music portion. The applicant expects to attract around 200 people. This event is the final points paying race of their season and will have a postrace concert. The applicant has indicated that this will be the same as one of their typical races just with the addition of a post-race concert.

The Mooresville Dragstrip is a legal non-conforming use that existed prior to county-wide zoning was adopted in 1998. As a legal non-conforming use, the Dragstrip has been allowed to continue operations while not conforming to all the standards of the zoning ordinance. The regular drag racing that occurs on this property does not require a permit to exceed as the races do not involve amplified sound. The post-race concert does require a permit to exceed as the music will involve amplified sound.

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. 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 August 2nd well in advance for consideration on September 5th.

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2. The nature of the requested activity
    - Finding: This is a post-race concert for the final race of the season.
3. Previous experience with the applicant.
    - Finding: This is the first time the applicant has requested a permit to exceed.
4. The time of the event.
    - Finding: The event will begin on Friday September 15th at 12:00 PM, and end at 12:00 AM that night.
5. Other activities in the vicinity of the proposed event.
    - Finding: none to our knowledge.
6. Frequency of the event.
    - Finding: The applicant is considering future post-race concerts, but none are planned at this time. Future concerts could be considered under one application if all concert dates are known.
7. Cultural or social benefits of the proposed event.
    - Finding: The applicant expects to attract an estimated 200 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: The current owners have not had any past violations of the noise ordinance.
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 August 24th regarding this application (12 days notice before the BOC meeting and three weeks before the event).

The only concern staff have with this request is how late the event is proposed for.

Commissioner Caskey asked what time racing normally finishes and Mr. Poplin said he was unsure.

Chairman Edds asked if there was a history of similar events with prior owners. Mr. Poplin said there have not been similar events in the past that have been applied for through the permit to exceed process.

At 3:15 p.m. Chairman Edds opened the Public Hearing.

Dan Timmons, 510 Performance Road, owns property in the industrial park and is the Vice President of the Landowners Association. Work has been completed on the park to be more aesthetically pleasing. He is concerned about traffic and parking availability. People may try to join in on the concert without paying by parking in obscure locations. There have been issues in the past with theft and break-ins. He would like to see the site secured. He supports the facility but is concerned about the impact of traffic and parking, along with site security.

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Commissioner Klusman asked what time the races normally stop. Mr. Timmons said sometimes 11:00 p.m. on a big event.

Rene Descoteaux, 105 Performance Road, declined to comment and said Mr. Timmons covered his concerns.

Mr. Timmons suggested addition a condition to the permit approval to increase security or traffic control. There is one main entrance to the industrial park, adjacent to the drag strip, named Performance Road.

Attorney Jay Dees said the County has been working with the owners and will convey the concern that someone be added at Performance Road to direct traffic to the correct entrance.

Hearing no further comments, Chairman Edds closed the Public Hearing at 3:24 p.m.

Commissioner Klusman asked how long the concert would be and Mr. Poplin said it would end before midnight. Mr. Poplin explained the sound restrictions for a permit to exceed.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve PE 06-23 with a condition of the owner providing adequate security and traffic control, including at the entrance to Performance Road.

Board Appointments

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to appoint Dr. Darise Caldwell to the Registered Nurse seat, appoint Dr. Anthony Davis to the General Public seat, and appoint Linus Goodman III to the Engineer seat on the Public Health Board.

***Clerk's note: Each of these Health Board appointments is effective January 1, 2024. These early appointments have been made due to the Health Director's impending leave of absence.*

On motion of Klusman, seconded by Pierce, the Board voted 5-0 to appoint Timothy Crews to the Chief of Police seat on the Juvenile Crime Prevention Council.

On motion of Greene, seconded by Pierce, the Board voted 5-0 to appoint Andrew Maben to the Rowan County Chamber of Commerce seat and Stephen Kidd to the County Tourism Development Interest Seat on the Tourism Development Authority.

Closed Session

At 3:28 p.m. on motion of Edds, seconded by Pierce, the Board voted 5-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on August 7, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or

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employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Regular Session

At 4:17 p.m. regular session resumed.

Adjournment

At 4:18 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.

_____

Sarah Pack, NCCCC
Clerk to the Board

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/18/2023
SUBJECT: Budget Amendments

See attached budget amendments.

Approve attached budget amendments.

ATTACHMENTS:
1. budget amendments
2. budget amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate funds received for generator project at airport by Retail Business Services.

Prepared by: Anna Bumgarner
Date: 9/7/2023
Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Misc Revenue	R	6344560-489990	50,350	
C/A Furn & Equip	E	6354560-575090	50,350	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/7/23		Date:	Posted by:
Signature: Anna Bumgarner		Signature:	Approved by:

Bumgarner, Anna R

From: Bumgarner, Anna R
Sent: Thursday, September 7, 2023 11:10 PM
To: Linda Morin
Cc: Steele, Valerie S; Church, Aaron; Dees, Jay
Subject: FW: Airport Generator

Linda,

The County will need to appropriate these funds before we can encumber the contract. Once the BOC approves the appropriation, we will be able to sign and approve the contract. I have a BA completed so this can be approved on the 9/18 agenda.

Anna

From: Linda Morin <Linda.Morin@RetailBusinessServices.com>
Sent: Wednesday, September 6, 2023 5:03 PM
To: Steele, Valerie S <Valerie.Steele@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Church, Aaron <Aaron.Church@rowancountync.gov>
Cc: John Hernon <jhernon@retailbusinessservices.com>; Kathy Loftus <Kathleen.Loftus@retailbusinessservices.com>; Curtis O'Donnell <Curtis.Odonnell@retailbusinessservices.com>; Farrow-Bennett, Jody M <Jody.Farrow-Bennett@rowancountync.gov>; Dees, Jay <Jay.Dees@rowancountync.gov>; Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Subject: RE: Airport Generator

Valerie,

Thank you for the update.

When do you anticipate signing the contract with the vendor that will be providing the generator? Once this has been signed, would you have them provide us with a timeline for this project. Thank you,

Linda M. Morin, RPA
Manager In-Store Business, Seasonal Housing, Non-Retail Leasing

T (207)885-3204
E linda.morin@RetailBusinessServices.com
A P.O. Box 1000 – MS6000, Portland, ME 04104

Retail Business Services
A Company of

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prohibited. This e-mail is intended solely for discussion purposes and constitutes neither an offer nor acceptance of a contract to any extent. If you have received this e-mail in error, please reply to the sender by e-mail and delete any copies. Thank you,

From: Steele, Valerie S <Valerie.Steele@rowancountync.gov>
Sent: Wednesday, September 6, 2023 2:58 PM
To: Linda Morin <Linda.Morin@RetailBusinessServices.com>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Church, Aaron <Aaron.Church@rowancountync.gov>
Cc: John Hernon <jhernon@retailbusinessservices.com>; Kathy Loftus <Kathleen.Loftus@retailbusinessservices.com>; Curtis O'Donnell <Curtis.Odonnell@retailbusinessservices.com>; Farrow-Bennett, Jody M <Jody.Farrow-Bennett@rowancountync.gov>; Dees, Jay <Jay.Dees@rowancountync.gov>; Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Subject: RE: Airport Generator

The check was received at the airport today. I am awaiting a fully executed version of the first amendment approved yesterday.

-Valerie

From: Linda Morin <Linda.Morin@RetailBusinessServices.com>
Sent: Monday, August 14, 2023 9:36 AM
To: Steele, Valerie S <Valerie.Steele@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Church, Aaron <Aaron.Church@rowancountync.gov>
Cc: John Hernon <jhernon@retailbusinessservices.com>; Kathy Loftus <Kathleen.Loftus@retailbusinessservices.com>; Curtis O'Donnell <Curtis.Odonnell@retailbusinessservices.com>; Farrow-Bennett, Jody M <Jody.Farrow-Bennett@rowancountync.gov>; Dees, Jay <Jay.Dees@rowancountync.gov>; Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Subject: RE: Airport Generator

Valerie,

The payment is scheduled to go out no later than 8/26.

I am just getting back from vacation and will submit to our legal department review of your proposed first amendment.

Linda M. Morin, RPA
Manager In-Store Business, Seasonal Housing, Non-Retail Leasing

T (207)885-3204
E linda.morin@RetailBusinessServices.com
A P.O. Box 1000 – MS6000, Portland, ME 04104

Retail Business Services
A Company of Ahold Delhaize

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To budget court seizure equipment for Sheriff's office - 2014 Nissan Sentra

Prepared by: Teresa Sharpless
Date: 9/7/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Court Seizure Equipment	R	1144410-451003	4,000.00	
C/A - Vehicles	E	1154410-575035	4,000.00	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 03-175
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/11/23		Date:	Posted by:
Signature: Anna Burns		Signature:	Approved by:

Sharpless, Teresa F.

From: Eller, Christopher L
Sent: Wednesday, September 6, 2023 11:56 AM
To: Sharpless, Teresa F.
Cc: Odell, Mitzi C; Bevis, Lisa F
Subject: FW: Vehicle Turned Over To Sheriff's Office Per Court Order
Attachments: 2014 Nissan Sentra Court Paperwork.pdf; 2014 Nissan Sentra TItle.pdf; JE for 2014 Nissan Sentra.xlsx

Importance: High

Follow Up Flag: Follow up
Due By: Thursday, September 7, 2023 8:00 AM
Flag Status: Flagged

Good morning, Teresa

Will you please:

- Create account 1144410 – 451002 "COURT SEIZURE EQUIP"
- Do a BA to increase that newly created account and 1154410-575035 ("C/A – VEHICLES") by $4,000

We need to record the award of a 2014 Nissan Sentra by the NC Courts to the Sheriff's Office. I am working to get the vehicle registered with DMV.

I will post the attached JE as soon as the BA is approved/posted.

Thanks so much!

ROWAN COUNTY NORTH CAROLINA Be an original.
Chris Eller | Accountant I
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] (704) 216-8164
www.rowancountync.gov

From: Lombard, John <John.Lombard@rowancountync.gov>
Sent: Thursday, August 31, 2023 3:19 PM
To: Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: Vehicle Turned Over To Sheriff's Office Per Court Order

Chris,

Attached are copies of the title and court paperwork for the 2014 Nissan Sentra.

Johnny

John Lombard, Captain
Civil, Finance & Fleet Management

Rowan County Sheriff's Office
232 N. Main St.
Salisbury, NC
(704) 216-8718 – Office
(704) 216-8674 - Fax
john.lombard@rowancountync.gov

"Treat employees like they make a difference and they will."
- *Jim Goodnight, CEO SAS Institute*

21000690
S21 | EV85 | WRHS

STATE OF NORTH CAROLINA
ROWAN COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT/SUPERIOR COURT DIVISION
FILE NO. 21CR050829-30

THE STATE OF NORTH CAROLINA

VS.

ORDER OF EVIDENCE

Flores Olegario Orozco,
DEFENDANT.

In this case, the defendant stands charged with the offense(s) of:_____

_____

Description of Evidence: ATTACHED PROPERTY SHEET or_____

_____

Received into Evidence_____ Not Received into Evidence_____

IT IS THE ORDER OF THE COURT THAT THE EVIDENCE BE:

_____ Returned to the (a) rightful owner, (b) officer, (c) defendant.

_____ Retained pending disposition of the co-defendant's charge(s).

__✓__ Turned over to and destroyed by the RCSO Department.

__✓__ U.S. Currency forfeited to the Rowan County School Board.

_____ Biological evidence retained pursuant to N.C.G.S. 15A-268.

__✓__ OTHER: Vehicle Forefit To RCSO

_____

_____

A TRUE COPY
CLERK OF SUPERIOR COURT
ROWAN COUNTY
By: [signature]
Assistant, Deputy, Clerk, Superior Court

This the 28th day of May, 2023.

[signature]
JUDGE PRESIDING

Rowan County Sheriff's Office
232 North Main Street • Salisbury, NC 28144 • (704) 216-8700

RECEIPT FOR EVIDENCE AND/OR PROPERTY

Case Number

Department	ORI	Location

Name of person from whom property is obtained:
☐ Owner ☐ Victim
☐ Other ☒ Suspect

DOB	Address
NC DL	
SS #	PH #

Location from which property was obtained: Street	Offense	Date of Incident

Purpose for which obtained:
☐ evidence ☐ safekeeping ☐ found property ☐ other

Time and Date evidence/property was obtained:

Item No.	Quantity	DESCRIPTION OF ARTICLES (Include model, serial No., identifying marks, condition, and dollar value, when appropriate.)

CHAIN OF CUSTODY

Item No.	Date	Released By:	Received By:	Purpose for Change of Custody:
		Print Name / Signature	Print Name / Signature	
		Print Name / Signature	Print Name / Signature	
		Print Name / Signature	Print Name / Signature	

Page ____ of ____ LOCATION ____ DOCUMENT NUMBER ____

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Rowan County Sheriff's Office
232 North Main Street • Salisbury, NC 28144 • (704) 216-8700

RECEIPT FOR EVIDENCE AND/OR PROPERTY

Case Number

Department	ORI	Location

Name of person from whom property is obtained:	DOB	Address
☐ Owner ☐ Victim ☐ Other ☒ Suspect	NC DL	
	SS #	PH # ( ) -

Location from which property was obtained: Street	Offense	Date of Incident

Purpose for which obtained:	Time and Date evidence/property was obtained:
☒ evidence ☐ safekeeping ☐ found property ☐ other	

Item No.	Quantity	DESCRIPTION OF ARTICLES (Include model, serial No., identifying marks, condition, and dollar value, when appropriate.)

CHAIN OF CUSTODY

Item No.	Date	Released By:	Received By:	Purpose for Change of Custody:
		Print Name	Print Name	
		Signature	Signature	
		Print Name	Print Name	
		Signature	Signature	
		Print Name	Print Name	
		Signature	Signature	

Page _____ of _____ LOCATION _____ DOCUMENT NUMBER _____

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Rowan County Sheriff's Office
232 North Main Street • Salisbury, NC 28144 • (704) 216-8700

RECEIPT FOR EVIDENCE AND/OR PROPERTY

Case Number: 21-000690

Department	ORI	Location
Rowan County Sheriff Office	0800000	232 N Main St. Salisbury N.C

Name of person from whom property is obtained: Olegario OROZCO Flores
☐ Owner ☐ Victim ☐ Other ☒ Suspect

DOB: 3-9-1989
NC DL: 42813553
SS#: 658-30-7657
Address: 3203 Randleman Road Greensboro N.C. 27401
PH#: (803) 292-1370

Location from which property was obtained: Street: 67325 N. I-85
Offense: Traffic Methamphetamine
Date of Incident: 03-03-21

Purpose for which obtained: ☒ evidence ☐ safekeeping ☐ found property ☐ other
Time and Date evidence/property was obtained: 0939 / 03-03-2021

Item No.	Quantity	DESCRIPTION OF ARTICLES (Include model, serial No., identifying marks, condition, and dollar value, when appropriate.)
1	$4915.32	U.S Currency
2	1	Registration title "3N1AB7AP1EL613907"
3	28 gm	28 grams Crystal like substance.
4	3	Black cell phones "Sony Xperia, I-Phone, Android Phone"

CHAIN OF CUSTODY

Item No.	Date	Released By:	Received By:	Purpose for Change of Custody:
1 ↓ 4	03-03-21	Print Name: M.E Smith 1239 Signature: M.E Smith 1239	Print Name Signature	
		Print Name Signature	Print Name Signature	
		Print Name Signature	Print Name Signature	

Page 1 of 1

LOCATION _____ DOCUMENT NUMBER _____

38

User: RCSO01239

PROPERTY AND EVIDENCE VOUCHER

03/05/2021 13:03

Agency Name	ORI	Incident Date / Time Reported	OCA File No.
Rowan County Sheriffs Office	*NC 0800000*	*03/03/2021 09:39 Wed*	*21-000690*

Location from which property was obtained	Collecting Officer
67325 N I 85 CHINA GROVE	*SMITH, M. C.*
Date / Time Seized	**Locker**
03/03/2021 09:39	*SLOT*

Stored By	Date/Time	Submitted By	Date/Time
SMITH, M. C.	*03/03/2021 16:20*	*SMITH, M. C.*	*03/03/2021 16:20*

No.	Bag	Item	Description of Articles (Include model, serial no., identifying marks, condition, etc.)	Category	Property Value
1	1	1	Money (us Currency) U.S, 4915.320 GRN CASH *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$4,915.32*
2	2	2	Documents/personal Or Business NISSAN, SENTRA 1.000 RED/PNK 3N1AB7AP1EL613907 MISC *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$10.00*
3	3	3	Amphetamines/methamphetamines 28.000 GM WHI DRUG, FOUND IN GLOVE BOX [03/03/2021 16:44, RCSO01239, 2332, RCSO] *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$1,250.00*
4	4	4	Telephone/telephone Equip 3.000 BLK ELCT, sony xperia, I-Phone, Androind phone screen saver attached is damaged [03/03/2021 16:15, RCSO01239, 2332, RCSO] *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$1,500.00*
5	5	5	Vehicle Parts/acessories 3.000 BLK MISC, key to seized vehicle located on Airport Road location for storage [03/04/2021 09:54, RCSO01239, 2332, RCSO] *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$15.00*
6	6	6	Automobile NISSAN, SENTRA 1.000 SIL 3N1AB7AP1EL613907 VEHI *Owner: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370* *Seized From: OROZCO-FLORES, OLEGARIO, 3203 RANDLEMAN RD, GREENSBORO, NC 27401, 803-293-1370*	*EVID*	*$4,000.00*

Narrative

seized on traffic stop north bound I-85 [03/03/2021 16:41, RCSO01239, 2332, RCSO]

Officer's Name/ID Number	Supervisor Name/ID Number	Case Status
SMITH, M. C.	*NAVES, J. J.*	*Cba*
Officer's Signature	**Submitted Date**	**Case Disposition**
	03/03/2021 16:20:10 Wed	

PEVch1a **Offense Code: 35A** **Voucher ID: 27477**

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL: This amendment is to budget Low Income Water Assistance direct payments. No county funds are required.

Prepared by: Kelly Johnson
Date: 8/28/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
LIHWAP Payments	E	33018-893-593018-100	$74,825	
LIHWAP Reimbursement	R	33018-5317-431098-000	$74,825	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 02-790
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/28/2023		Date:	Posted by:
Signature:		Signature:	Approved by:

RE: [External] Fwd: Update on Water supplement payments

Hawkins, Caleb L <caleb.l.hawkins@dhhs.nc.gov>
Thu 8/24/2023 2:09 PM

To:Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>;Culp, Billie <Billie.Culp@rowancountync.gov>;Kruger, Beverly S <Beverly.Kruger@rowancountync.gov>

1 attachments (45 KB)
Re: [dssterminalmessage] LIHWAP Supplements (REVISED);

Kelly,

I'm not sure when/if a FA will be posted. What I have advised other counties is to use the attached terminal message and the report that is available in FAST Help—the second tab has the total for county payments on it.

Caleb Hawkins
Local Business Liaison
NC Division of Social Services, Business Operations
NC Department of Health and Human Services

Phone: 252-495-4359
caleb.l.hawkins@dhhs.nc.gov

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.

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Twitter | Facebook | Instagram | YouTube | LinkedIn

From: Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>
Sent: Thursday, August 24, 2023 1:45 PM
To: Hawkins, Caleb L <caleb.l.hawkins@dhhs.nc.gov>; Culp, Billie <Billie.Culp@rowancountync.gov>; Kruger, Beverly S <Beverly.Kruger@rowancountync.gov>
Subject: [External] Fwd: Update on Water supplement payments

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Caleb, see below the amount Billie shows we will cut in county checks. I will need the funding authorization to budget the funds in our ledgers. The FA will have to go to the BOC and we are cutting this close to have checks mailed by September 30. Do you know when the FA will post? What are other counties doing? Is there something Billie can get out of NC FAST to show the amounts that I could use to budget? I would need something to mimic the FA as close as possible as that is what finance and the board is used to seeing. Thanks for any help!

Re: [dssterminalmessage] LIHWAP Supplements (REVISED)

dssterminalmessage-bounces@lists.ncmail.net
on behalf of
DHHS.dssterminalmessage <dssterminalmessage@lists.ncmail.net>
Mon 8/21/2023 2:50 PM

To:DHHS.dssterminalmessage <dssterminalmessage@lists.ncmail.net>

PLEASE DO NOT REPLY TO THIS MESSAGE

TO: County Directors of Social Services
Energy Programs Managers and Supervisors

FROM: Allison W. Smith, Deputy Director, Economic and Family Services

RE: LIHWAP Supplements
(Listserv Message #2023-122)

The purpose of this listserv is to provide counties with a reminder of time sensitive information regarding the 2023 Low Income Household Water Assistance Program (LIHWAP) supplements:

- No changes can be made after August 21, 2023.
- The **230720_ LIHWAP One Time Supplement Payment Report is available in FAST Help. This report shows the pending payments and identifies if the provider is active for direct deposit or inactive for county issuance. NOTE: Please keep in mind these numbers may have changed as provider updates by counties were made.**
- August 22, 2023, the Direct Deposit Payment File will run.
- **August 22, 2023, approval notices are sent to recipients.**
- August 23, 2023, a report will be posted to FAST Help that displays the supplements and defines which payments are state issued and which are county issued.
- August 22, 2023, counties are to begin issuing county checks through September 30, 2023.
- **All county issued checks must be issued by September 30, 2023.**

If you have any questions, please submit them to DSS.Policy.Questions@dhhs.nc.gov and the Continuous Quality Improvement Specialist team will respond in a timely manner.

AWS/js

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I just wanted to highlight one thing in the LIHWAP instructions: **All county issued checks must be issued by September 30, 2023.**

The LIHWAP program is ending on September 30th. After that date, any unspent funds will revert to the Federal government. If it is discovered that counties have unissued checks after that date, counties will be required to issue these payments from all-county funds.

Caleb Hawkins
Local Business Liaison

PLEASE DO NOT REPLY TO THIS MESSAGE

TO: County Directors of Social Services
Energy Programs Managers and Supervisors

FROM: Allison W. Smith, Deputy Director, Economic and Family Services

RE: LIHWAP Supplements
(Listserv Message #2023-104)

The purpose of this listserv is to provide counties with time sensitive information regarding the 2023 Low Income Household Water Assistance Program (LIHWAP) supplements:

- This is a flat rate supplement of $90.15 that will serve approximately 58k households.
- Change notices were batched out to the households identified as eligible for the supplement on July 19, 2023.
- Counties will be able to make reported changes to those cases starting July 21, 2023, through August 21, 2023.
- **No** changes can be made after August 21, 2023.
- July 21, 2023, the **230720_ LIHWAP One Time Supplement Payment Report will be posted to FAST Help. This report shows the pending payments and identifies if the provider is active for direct deposit or inactive for county issuance. NOTE: Please keep in mind these numbers will change as provider updates by counties are implemented.**
- August 22, 2023, a Direct Deposit Payment File will run.
- **August 22, 2023, Approval notices are sent to recipients.**
- August 23, 2023, a report will be posted to FAST Help that displays the supplements and defines which payments are state issued and which are county issued.
- August 22, 2023, counties are to begin issuing county checks through September 30, 2023.
- **All county issued checks must be issued by September 30, 2023.**
- We will do a clean-up supplement batch for approximately 56 cases that failed in the initial batch (this date is to be determined and will be communicated to counties).

If you have any questions, please submit them to DSS.Policy.Questions@dhhs.nc.gov and the Continuous Quality Improvement Specialist team will respond in a timely manner.

AWS/js

Update on Water supplement payments

Culp, Billie

Thu 8/24/2023 1:24 PM

To:Kruger, Beverly S <Beverly.Kruger@rowancountync.gov>;Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>;Adams, Melissa J <Melissa.Adams@rowancountync.gov>;Alston, Crystal D <Crystal.Alston@rowancountync.gov>;Armstrong, Jonathan T <Jonathan.Armstrong@rowancountync.gov>;Cowan, Alisha S <Alisha.Cowan@rowancountync.gov>;Cozart, Yosheatia M <Monique.Cozart@rowancountync.gov>;Kelly, Toshia L <Toshia.Kelly@rowancountync.gov>;Schappell, Helene A <Helene.Schappell@rowancountync.gov>;Trayah, Jennifer <Jennifer.Trayah@rowancountync.gov>

Cc:Ennis, Micah, M. <Micah.Ennis@rowancountync.gov>;Berger, Lisa A. <Lisa.Berger@rowancountync.gov>

The last day to make changes to the applications was the 21st. I got all that I had by then keyed and either denied or changed. The state issued their payments on Tuesday that required direct deposit and I have ours printed out and will be bringing over to Beverly shortly for Salisbury Rowan Utilities. Just a little on the break down I wanted to share:

Salisbury Rowan Utilities Receiving $74,824.50 and this is going to 831 families. We pay this vendor directly so if the FA is showing we can mail checks September 1st for this one.

Town of Landis, Aqua
And City of Kannapolis Receiving $10,186.95 and going to 114 families. The state pays these directly to the vendors and they should have their money showing in their accounts by this Friday.

The payment for each family is 90.15. From my understanding this is the final payments being made for the LIHWAP program and it is done and over. The only thing I will have to deal with will be any checks returned where the client's account is closed and they have money to send back to us for.

Thanks!

Billie Culp
ESD Program Manager
1813 E Innes Street
Salisbury NC 28147
704-216-8350

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County	County Check Totals	Direct Deposit Totals
Alamance	$125,669.10	$2,253.75
Alexander	$13,702.80	$90.15
Alleghany		$4,417.35
Anson	$71,849.55	
Ashe	$7,302.15	
Beaufort	$811.35	$32,363.85
Bertie	$25,602.60	$2,974.95
Bladen	$13,973.25	$6,400.65
Brunswick		$67,612.47
Buncombe	$90.15	$44,443.95
Burke	$19,111.80	$6,220.35
Cabarrus	$35,969.85	$55,352.10
Caldwell	$39,575.85	$4,597.65
Camden	$1,532.55	
Carteret	$38,944.80	$4,056.75
Caswell	$1,712.85	
Catawba	$42,280.35	$4,146.90
Chatham	$10,908.15	$7,662.75
Cherokee	$4,958.25	
Chowan		$3,425.70
Clay	$2,343.90	
Cleveland	$991.65	$89,789.40
Columbus	$14,243.70	$7,662.75
Craven	$57,335.38	$11,719.50
Cumberland	$14,424.00	$333,013.66
Currituck	$3,515.85	
Dare		$9,105.15
Davidson	$17,669.40	$25,332.15
Davie	$7,392.30	
Duplin	$17,128.50	$9,646.05
Durham	$67,251.90	
Edgecombe	$22,898.10	$68,604.15
Forsyth	$224,022.75	$90.15
Franklin	$5,589.30	
Gaston	$115,662.45	$10,096.80
Gates	$2,974.95	
Graham	$6,400.65	
Granville	$31,282.05	
Greene	$10,277.10	$90.15
Guilford	$318,590.10	$2,524.20
Halifax	$53,909.70	$56,253.60
Harnett	$76,988.10	$26,684.40
Haywood	$4,687.80	$8,834.70
Henderson	$19,923.15	$901.50
Hertford	$35,519.10	$10,006.65
Hoke	$12,080.10	$6,130.20

Hyde	$7,572.60	
Iredell	$78,700.95	$2,794.65
Jackson	$2,253.75	$180.30
Johnston	$52,647.60	$24,791.25
Jones	$17,669.40	
Lee	$90.15	$32,003.25
Lenoir	$64,096.65	$5,769.60
Lincoln	$21,455.70	
Madison	$270.45	$721.20
Martin	$8,293.80	
McDowell	$180.30	$10,277.10
Mecklenburg	$90.15	$471,033.73
Mitchell	$4,597.65	$14,694.45
Montgomery	$6,580.95	$540.90
Moore	$28,126.80	$6,941.55
Nash	$14,514.15	$81,766.05
New Hanover	$811.35	$127,111.50
Northampton	$23,889.75	
Onslow	$92,313.60	
Orange	$20,373.90	$25,782.90
Pamlico	$5,409.00	
Pasquotank	$7,302.15	
Pender	$1,667.77	$6,355.57
Perquimans	$5,273.74	$8,609.29
Person		$14,063.40
Pitt	$125,128.20	$6,310.50
Polk	$4,687.80	
Randolph	$48,771.15	
Richmond	$72,841.20	
Robeson	$2,524.20	$44,263.65
Rockingham	$47,779.50	
Rowan	$74,824.50	$10,186.95
Rutherford	$41,649.30	$1,532.55
Sampson	$18,210.28	
Scotland	$1,171.95	$13,342.20
Stanly	$26,323.79	
Stokes	$7,662.75	$90.15
Surry	$1,983.30	$2,794.65
Swain	$2,434.05	
Transylvania	$13,973.25	$450.75
Tyrrell	$6,220.35	
Union	$44,849.62	$585.97
Vance	$5,859.75	$60,400.50
Wake	$329,768.69	$25,692.74
Warren	$12,801.30	$90.15
Washington	$14,333.84	$721.20
Watauga	$8,203.65	$270.45

Wayne	$22,627.65	$83,749.35
Wilkes	$1,712.85	
Wilson	$2,704.50	$154,877.70
Yadkin	$5,318.85	
Yancey	$6,040.05	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: TO BALANCE FY24 HEALTHY ROWAN GRANT BUDGET.

Prepared by: Karla Aldridge

Date: 8/23/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Appropriated FB unrestricted	R	1143390-495000		476
NONCASH GRANTS/AWARDS	E	1155240-583053-52429		476

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-828
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 08/25/2023		Date:	Posted by:
Signature: Alyssa Hess		Signature:	Approved by:

Anna Burgess

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155240 HEALTH PROMOTION EXPENSES Type: E
Object code: 583053 NONCASH GRANTS/AWARDS Status: A
Project code: 52429 HD HEALTHY ROWAN GRANT Budgetary: Y

Fund	1010	GENERAL FUND
Function	51	HUMAN SERVICES
Sub Function	5123	ADULT HEALTH
Department	5100	HEALTH DEPARTMENT
Division	5130	ALLIED HEALTH
Program	5240	HEALTH PROMOTION
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES
Project	52429	HD HEALTHY ROWAN GRANT

Full description: NONCASH GRANTS/AWARDS Short desc: NONCASH
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	8,750.00	.00	.00	25,944.00
02	91.40	.00	.00	.00
03	1,859.94	1,369.00	.00	.00
04	1,467.28	1,156.53	.00	.00
05	1,347.94	.00	.00	.00
06	39.85	.00	.00	.00
07	2,565.51	-2,525.53	.00	.00
08	495.94	.00	.00	.00
09	923.50	.00	.00	.00
10	42.13	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	17,583.49	.00	.00	25,944.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	17,583.49	Original Budget	25,944.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	17,583.49	Carry Fwd Budget	.00
Available Budget	8,360.51	Carry Fwd Bud Tfr	.00
Percent Used	67.77	Revised Budget	25,944.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	25,944.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	25,944.00	PRESENT	25,944.00
	.00	COMMISSION	.00
		APPROVED	25,944.00

G/L ACCOUNT - MASTER INQUIRY

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	1,980.00	22,007.00
02	1,980.00	-1,980.00	.00
03	614.04	8,137.30	.00
04	8,267.51	-6,162.30	-500.00
05	2,949.14	-1,975.00	.00
06	.00	.00	.00
07	.00	1,548.00	-204.00
08	178.34	.00	15,000.00
09	2,835.30	464.60	.00
10	2,162.54	339.69	.00
11	2,352.29	-2,352.29	.00
12	787.19	.00	.00
13	277.12	.00	.00
Tot:	22,403.47	.00	36,303.00

PRIOR YEARS TOTAL AMOUNTS

2022 Actual	22,403.47	2022 Orig Budget			.00
2022 Closed @ YE	22,403.47	2022 Bud Tfr In			37,007.00
2022 Encumbrance	.00	2022 Bud Tfr Out			-704.00
2022 Memo Bal	22,403.47	2022 C Fwd Budget			.00
2021 Actual	2,396.57	2022 Revsd Budget			36,303.00
2020 Actual	1,773.04				
2019 Actual	.00	2021 Orig Budget			12,700.00
2018 Actual	.00	2021 Revsd Budget			9,700.00
2017 Actual	.00	2020 Orig Budget			.00
2016 Actual	.00	2020 Revsd Budget			4,500.00
2015 Actual	.00				
2014 Actual	.00	2022		0.00	
2013 Actual	.00	2021		0.00	
		2020		0.00	

FUTURE YEAR AMOUNTS

PER	2024 BUDGET		BUDGET	
00	.00	2024 DEPARTMENT	7,096.00	.00
01	7,096.00	2024 MANAGER	7,096.00	.00
02	.00	2024 PRESENT	7,096.00	.00
03	.00	2024 COMMISSION	7,096.00	.00
04	.00	2024 APPROVED	7,096.00	.00
05	.00	2024 Revised	7,096.00	
06	.00	2025 Estimate	.00	.00
07	.00	2026 Estimate	.00	.00
08	.00	2027 Estimate	.00	.00
09	.00	2028 Estimate	.00	.00
10	.00			
11	.00	2024 Memo Bal	.00	
12	.00	2024 Encumbrance	.00	
13	.00	2024 Requisition	.00	
Tot:	7,096.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Karla L Aldridge **

decrease $476.00

Report generated: 08/23/2023 17:38
User: AldridKL
Program ID: glactinq

Rowan County

FY2024

FOR 2024 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5100 HEALTH DEPARTMENT							
5130 ALLIED HEALTH							
5240 HEALTH PROMOTION							
52429 HD HEALTHY ROWAN GRANT							
1145240 464099 52429 LOCAL GRANTS -	-95,000	-95,000	.00	.00	.00	-95,000.00	.0%
1155240 510005 52429 SALARIES-REGUL	54,155	54,155	5,324.48	5,324.48	.00	48,830.52	9.8%
1155240 520005 52429 HEALTH INSURAN	12,720	12,720	1,292.21	1,292.21	.00	11,427.79	10.2%
1155240 520010 52429 MEDICARE TAX	786	786	74.38	74.38	.00	711.62	9.5%
1155240 520015 52429 RETIREMENT	6,929	6,929	686.86	686.86	.00	6,242.14	9.9%
1155240 520020 52429 SOCIAL SECURIT	3,358	3,358	318.05	318.05	.00	3,039.95	9.5%
1155240 520025 52429 WORKERS COMPEN	542	542	53.26	53.26	.00	488.74	9.8%
1155240 520030 52429 401(K) CONTRIB	0	0	34.68	34.68	.00	-34.68	100.0%
1155240 533001 52429 CONTRACTED SER	3,000	3,000	.00	.00	.00	3,000.00	.0%
1155240 553005 52429 TELEPHONE	250	250	.00	.00	.00	250.00	.0%
1155240 554000 52429 ADVERTISING	500	500	.00	.00	.00	500.00	.0%
1155240 555000 52429 PRINTING	500	500	.00	.00	.00	500.00	.0%
1155240 556000 52429 UNIFORMS - HEA	500	500	.00	.00	.00	500.00	.0%
1155240 558000 52429 TRAVEL	1,300	1,300	.00	.00	.00	1,300.00	.0%
1155240 559000 52429 TRAINING - HEA	1,200	1,200	.00	.00	.00	1,200.00	.0%
1155240 561005 52429 OFFICE SUPPLIE	600	600	.00	.00	.00	600.00	.0%
1155240 561089 52429 SOFTWARE LIC -	240	240	.00	.00	.00	240.00	.0%
1155240 561095 52429 OTHER SMALL EQ	500	500	.00	.00	.00	500.00	.0%
1155240 582009 52429 MEETING/TRAINI	1,300	1,300	.00	.00	.00	1,300.00	.0%
1155240 583053 52429 NONCASH GRANTS	7,096	7,096	.00	.00	.00	7,096.00	.0%
TOTAL HEALTH PROMOTION	476	476	7,783.92	7,783.92	.00	-7,307.92	1635.3%
TOTAL ALLIED HEALTH	476	476	7,783.92	7,783.92	.00	-7,307.92	1635.3%
TOTAL HEALTH DEPARTMENT	476	476	7,783.92	7,783.92	.00	-7,307.92	1635.3%
TOTAL REVENUES	-95,000	-95,000	.00	.00	.00	-95,000.00	
TOTAL EXPENSES	95,476	95,476	7,783.92	7,783.92	.00	87,692.08	
GRAND TOTAL	476	476	7,783.92	7,783.92	.00	-7,307.92	1635.3%

** END OF REPORT - Generated by Karla L Aldridge **

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 08/30/23

BUDGET INFORMATION: Reviewed: JHB

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144419-495010	2,343	
Special Projects: Katrina	E	1154419-582024	2,343	
NCDPS Grant	R	1144419-434023	15,645	
NCDPS Grant Expenses	E	1154419-585015	15,645	
Fund Balance Appropriated - Unrestricted	R	1143390-495000	3,700	
Other State Supplies	E	1154416-561910	3,700	
Fund Balance Appropriated - Restricted	R	1144410-495010	365	
Explorer Program	E	1154410-583032	365	
Fund Balance Appropriated - Restricted	R	1144410-495010	10,042	
Meetings/Training Food	E	1154410-582009	10,042	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 02-934
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/31/23		Date:	Posted by:
Signature: Anna Burger		Signature:	Approved by:

ROWAN COUNTY
SHERIFF'S OFFICE - RESERVES
For Fiscal Year Ended June 30, 2023

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2024	Encumbrance	Remainder to Budget
Calendar Contributions	68.37	1144410-442002	5,800.00	1154410-582015	(5,398.41)	469.96	6,000	-	(5,530.04)
GREAT	(2,362.77)	1144410-442004	327.00	1154410-583017	(877.00)	(2,912.77)	1,000	-	(3,912.77)
Public Safety Donations	16,276.14	1144410-464002	-	1154410-582009	(5,233.80)	11,042.34	1,000	-	10,042.34
Public Safety Donations	(2,345.34)	11444106-464002 Shop w/ Cop	-	1154410-583089	-	(2,345.34)	-	-	-
Explorer Program	364.80	11444106-464003	-	1154410-583032	-	364.80	-	-	364.80
Alcoa Grant	33,133.23	1144412-442007	15,000.00	1154412's	(9,911.73)	38,221.50	17,422	-	20,799.50
Total Other Contributions	**45,134.43**		**21,127.00**		**(21,420.94)**	**44,840.49**	**25,422**	**-**	**21,763.83**
State Asset Forfeiture	150,042.78	11444165-435033	72,550.69	1154416-534030	(5,287.28)		2,000	-	
				1154416-553005	(5,370.24)		9,000	-	
				11544165-558065	(930.87)		4,500	-	
				11544165-559050	(4,125.00)		4,500	-	
				1154416-561910	(15,018.34)		8,000	3,700	
				11544165-561098	(5,525.54)		5,000	-	
				11544165-575085	-		-	72,582	
				11544165-576005	-		-	-	
				11544165-582019	(14,876.18)		6,000	-	
						171,460.02	39,000	76,282	56,178.02
Federal Asset Forfeiture	120,546.11	11444162-432003	143,057.41	1154416-543020	(135.00)		-	-	
(includes interest revenue)	-	1144416-461000	3,608.28	11544162-558026	-		-	-	
Sale of Property	-	1144416-492030	-	11544162-559026	-		-	-	
Insurance Proceeds	-	11444162-489030	-	1154416-561095	(1,720.42)		2,500	-	
(showed as revenue in 2018				11544162-561099	(1,667.00)		-	-	
but not as an expense to use)				11544162-575005	(52,364.00)		-	51,500	
				11544162-576006	-		-	-	
				11544162-582013	(1,722.57)		2,500	-	
				11544162-582018	-		-	-	
						209,602.81	5,000	51,500	153,102.81
Total Asset Forfeiture Fun	**270,588.89**		**219,216.38**		**(108,742.44)**	**381,062.83**	**44,000**	**127,782**	**209,280.83**
Justice Assistance Grant FY18	-	1144417-431018	(3,611.93)	1154417-575000/576900	-	(3,611.93)	-	-	-
Justice Assistance Grant FY19	-	1144417-431018	11,428.00	1154417-561095	(11,428.00)	-	-	-	-
JAG NCDPS LLEBG	-	1144417-431000	15,839.43	1154417-576900/561095	(20,067.81)	(4,228.38)	-	-	-
OT SO Joint FBI	-	1144419-431007	1,647.73	Reimb for OT Salaries	(1,647.73)	-	-	-	-
OT SO Joint Ops	-	114419-431006	1,168.29	Reimb for OT Salaries	(1,168.29)	-	-	-	-
OT Homeland Security	-	1144419-431085	458.30	Reimb for OT Salaries	(458.30)	-	-	-	-
Governor's Crime Commission	-		-		-	-	-	-	-
Katrina Funds	20,385.90		-	1154419-582024	(18,043.15)	2,342.75	-	-	2,342.75
NCDPS	-	1144419-434023	84,269.66	1154419-585015	(68,624.90)	15,644.76	-	-	15,644.76
SCAAP	12,902.58	1144419-431021	-	1154419-other	(5,035.54)	7,867.04	-	-	7,867.04
Total Other Grants	**33,288.48**		**111,199.48**		**(126,473.72)**	**18,014.24**	**-**	**-**	**25,854.55**
	$ 349,011.80		**$ 351,542.86**		**$ (256,637.10)**	**$ 443,917.56**			

Federal Asset Forfeiture Interest Calculation

	Justice		Treasury	
Beginning Balance w/ interest	44,672.40	Beginning Balance w/ interest	75,873.71	120,546.11
Amt received	-	Amt received	143,057.41	143,057.41
Amt spent	(3,522.42)	Amt spent	(54,086.57)	(57,608.99)
Ending Balance	41,149.98	Ending Balance	164,844.55	
Avg	42,911.19	Avg	120,359.13	
6/30/23 Int	2.21%	Avg	2.21%	
Interest	948.34		2,659.94	3,608.28
Ending Balance w/ interest	42,098.32		167,504.49	209,602.81

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:
We request to use allocated CCU/MA Expansion funds to purchase equipment to support hybrid remote work and to pay overtime for Medicaid staff. Overtime will support staff as they process increased caseloads due to Medicaid Expansion and strive to meet timeliness standards.

Prepared by: Kelly Johnson
Date: 8/29/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ESD Salaries: Overtime	E	33018-001-510010-380	$88,000	
Telephone	E	33018-310-553005-100	$12,000	
Small Equipment	E	33018-310-561095-100	$18,010	
Software Licenses	E	33018-383-561089-100	$1,000	
Medicaid Expansion	R	33018-5314-431056-000	$119,010	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 02-847
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 8/29/2023		Date:	Posted by:
Signature: Anna Burgess		Signature:	Approved by:

DocuSign Envelope ID: 690C2D8F-99C5-4E9D-A478-BB3A8B0178A2

ALLOCATION OF COUNTY CCU FUNDS FOR STATE FISCAL YEAR 2023-2024

DATE: 5/17/2023

PAY MONTH: May-23

	COUNTY	Medicaid Beneficiaries	% of Total Caseload	Total Payment Funds Amount + Caseload	CCU Base Allocation
01	ALAMANCE	53,608	1.81%		$130,378.00
02	ALEXANDER	10,526	0.35%		$45,691.00
03	ALLEGHANY	3,336	0.11%		$31,558.00
04	ANSON	9,673	0.33%		$44,014.00
05	ASHE	7,019	0.24%		$38,797.00
06	AVERY	4,089	0.14%		$33,038.00
07	BEAUFORT	15,619	0.53%		$55,702.00
08	BERTIE	7,102	0.24%		$38,960.00
09	BLADEN	12,841	0.43%		$50,242.00
10	BRUNSWICK	33,421	1.13%		$90,696.00
11	BUNCOMBE	61,533	2.07%		$145,956.00
12	BURKE	27,987	0.94%		$80,014.00
13	CABARRUS	58,092	1.96%		$139,192.00
14	CALDWELL	27,794	0.94%		$79,635.00
15	CAMDEN	1,789	0.06%		$28,517.00
16	CARTERET	15,238	0.51%		$54,953.00
17	CASWELL	7,427	0.25%		$39,599.00
18	CATAWBA	45,648	1.54%		$114,731.00
19	CHATHAM	13,089	0.44%		$50,729.00
20	CHEROKEE	9,327	0.31%		$43,334.00
21	CHOWAN	4,520	0.15%		$33,885.00
22	CLAY	3,239	0.11%		$31,367.00
23	CLEVELAND	38,731	1.30%		$101,134.00
24	COLUMBUS	22,057	0.74%		$68,358.00
25	CRAVEN	28,111	0.95%		$80,258.00
26	CUMBERLAND	124,438	4.19%		$269,609.00
27	CURRITUCK	4,854	0.16%		$34,542.00
28	DARE	7,061	0.24%		$38,880.00
29	DAVIDSON	51,433	1.73%		$126,102.00
30	DAVIE	10,316	0.35%		$45,278.00
31	DUPLIN	20,898	0.70%		$66,079.00
32	DURHAM	77,507	2.61%		$177,356.00
33	EDGECOMBE	24,447	0.82%		$73,056.00
34	FORSYTH	114,606	3.86%		$250,282.00
35	FRANKLIN	20,118	0.68%		$64,546.00
36	GASTON	73,492	2.48%		$169,464.00
37	GATES	2,628	0.09%		$30,166.00
38	GRAHAM	3,179	0.11%		$31,249.00
39	GRANVILLE	16,794	0.57%		$58,012.00

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40	GREENE	6,883	0.23%	$38,530.00
41	GUILFORD	166,965	5.62%	$353,204.00
42	HALIFAX	21,023	0.71%	$66,325.00
43	HARNETT	40,684	1.37%	$104,973.00
44	HAYWOOD	17,543	0.59%	$59,484.00
45	HENDERSON	24,634	0.83%	$73,423.00
46	HERTFORD	8,088	0.27%	$40,899.00
47	HOKE	20,335	0.69%	$64,973.00
48	HYDE	1,330	0.04%	$27,614.00
49	IREDELL	45,185	1.52%	$113,821.00
50	JACKSON	10,996	0.37%	$46,615.00
51	JOHNSTON	63,243	2.13%	$149,317.00
52	JONES	3,110	0.10%	$31,113.00
53	LEE	20,146	0.68%	$64,601.00
54	LENOIR	23,620	0.80%	$71,430.00
55	LINCOLN	21,566	0.73%	$67,392.00
56	MACON	10,318	0.35%	$45,282.00
57	MADISON	6,359	0.21%	$37,500.00
58	MARTIN	8,242	0.28%	$41,201.00
59	MCDOWELL	14,915	0.50%	$54,319.00
60	MECKLENBURG	298,730	10.06%	$612,216.00
61	MITCHELL	4,279	0.14%	$33,411.00
62	MONTGOMERY	9,226	0.31%	$43,136.00
63	MOORE	21,135	0.71%	$66,545.00
64	NASH	32,826	1.11%	$89,526.00
65	NEW HANOVER	47,508	1.60%	$118,387.00
66	NORTHAMPTON	6,683	0.23%	$38,137.00
67	ONSLOW	51,337	1.73%	$125,914.00
68	ORANGE	22,485	0.76%	$69,199.00
69	PAMLICO	3,152	0.11%	$31,196.00
70	PASQUOTANK	12,560	0.42%	$49,689.00
71	PENDER	17,200	0.58%	$58,810.00
72	PERQUIMANS	3,777	0.13%	$32,424.00
73	PERSON	11,963	0.40%	$48,516.00
74	PITT	56,821	1.91%	$136,693.00
75	POLK	4,568	0.15%	$33,979.00
76	RANDOLPH	46,881	1.58%	$117,154.00
77	RICHMOND	21,679	0.73%	$67,615.00
78	ROBESON	65,805	2.22%	$154,353.00
79	ROCKINGHAM	29,631	1.00%	$83,246.00
80	ROWAN	47,825	1.61%	$119,010.00 ✳
81	RUTHERFORD	22,456	0.76%	$69,142.00
82	SAMPSON	24,013	0.81%	$72,203.00
83	SCOTLAND	16,439	0.55%	$57,314.00
84	STANLY	18,533	0.62%	$61,430.00
85	STOKES	12,351	0.42%	$49,278.00
86	SURRY	22,748	0.77%	$69,716.00
87	SWAIN	6,113	0.21%	$37,016.00

88	TRANSYLVANIA	7,570	0.26%	$39,880.00
89	TYRRELL	1,109	0.04%	$27,185.00
90	UNION	49,974	1.68%	$123,234.00
91	VANCE	21,741	0.73%	$67,736.00
92	WAKE	209,147	7.05%	$436,122.00
93	WARREN	6,498	0.22%	$37,773.00
94	WASHINGTON	4,480	0.15%	$33,806.00
95	WATAUGA	7,051	0.24%	$38,860.00
96	WAYNE	43,889	1.48%	$111,273.00
97	WILKES	21,149	0.71%	$66,573.00
98	WILSON	32,094	1.08%	$88,087.00
99	YADKIN	10,820	0.36%	$46,269.00
00	YANCEY	5,378	0.18%	$35,572.00
	TOTAL	2,968,396	100.00%	$8,335,000.00

I certify these funds will be used for the intended purposes as specified within the Dear County Director Letter BG-06-2023 Support For Counties During the Continuous Coverage Unwinding (CCU) and in Preparation for Medicaid Expansion during State Fiscal Year 2023-2024

County: ROWAN

DocuSigned by:
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DSS Director Signature — 05/18/23 | 3:25 PM EDT
Date

DocuSigned by:
Aaron
DBE2E16A285C4...
County Manager Signature — 05/22/23 | 4:17 PM EDT
Date

X

FW: Overtime Pay Request

Natoli, Kelly D
Tue 7/25/2023 11:23 AM

To:Ennis, Micah, M. <Micah.Ennis@rowancountync.gov>;Berger, Lisa A. <Lisa.Berger@rowancountync.gov>;Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>;Powell, Tammi J <Tammi.Powell@rowancountync.gov>;Martin, Amanda E <Amanda.Martin@rowancountync.gov>;Smith, Christina B <Christina.Smith@rowancountync.gov>

See below.

ROWAN COUNTY NORTH CAROLINA Be an original.
Kelly Natoli | Assistant County Manager/HR Director
Human Resources
130 W. Innes St., Salisbury, NC 28144
[p] 704-216-8105 **[f]** 704-216-8110
www.rowancountync.gov

From: Church, Aaron <Aaron.Church@rowancountync.gov>
Sent: Tuesday, July 25, 2023 11:02 AM
To: Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
Subject: Re: Overtime Pay Request

Approved.

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

On Jul 25, 2023, at 10:10 AM, Natoli, Kelly D <Kelly.Natoli@rowancountync.gov> wrote:

Hello Aaron:

Please let me know if you approve Micah's 2 requests below as follows:

1. Cash out of OT for the FNS employees on the attached list for the of pay period beginning on 07/23/23 through the pay period that ends on 09/02/23
2. Cash out of OT for the MA employees on the attached list for the pay period beginning on 07/23/23 through the pay period ending on 10/14/23.

<image003.jpg>Kelly Natoli | Assistant County Manager/HR Director
Human Resources
130 W. Innes St., Salisbury, NC 28144
[p] 704-216-8105 **[f]** 704-216-8110
www.rowancountync.gov

NA

[redacted] OT Assessment

Last Name	First Name	Emp #	FT/PT	Grade	Position #	Job Title	Salary	Column1	Column2	Column3
Adams	Ashley	3280	FT	13	160367	IMC II	$ 44,687.81	$ 21.48	$ 32.23	$ 2,578.14
Bostian	Lineta	1225	FT	13	170016	IMC II	$ 48,930.84	$ 18.64	$ 27.97	$ 2,237.27
Buchanan	Deanne	4592	FT	13	160342	IMC II	$ 42,330.90	$ 19.38	$ 29.07	$ 2,325.87
Chandler	Jennifer	4487	FT	13	160329	IMC II	$ 46,541.55	$ 19.81	$ 29.72	$ 2,377.38
Corpening	Yoli	3161	FT	13	160338	IMC II	$ 44,910.13	$ 21.60	$ 32.41	$ 2,592.41
De La Rosa	Maria	2880	FT	13	160373	IMC II	$ 45,567.53	$ 18.46	$ 27.69	$ 2,215.12
Dollarhide	April	2284	FT	13	160340	IMC II	$ 47,538.79	$ 19.76	$ 29.64	$ 2,371.56
Ellis	Shanae	4706	FT	13	160355	IMC II	$ 42,330.90	$ 20.35	$ 30.53	$ 2,442.17
Ellison	Margaret	4687	FT	13	160332	IMC II	$ 42,330.90	$ 20.35	$ 30.53	$ 2,442.17
Ennis	Jordan	3601	FT	13	160334	IMC II	$ 44,258.13	$ 21.48	$ 32.23	$ 2,578.14
Gonder	Jillian	3628	FT	13	160357	IMC II	$ 46,406.58	$ 23.52	$ 35.29	$ 2,822.93
Green	Tiana	4376	FT	13	160330	IMC II	$ 42,755.26	$ 20.35	$ 30.53	$ 2,442.17
Hare	Marielle	1141	FT	13	160345	IMC II	$ 43,825.19	$ 22.38	$ 33.56	$ 2,685.09
Hatchell	Ronji	4308	FT	13	160353	IMC II	$ 44,456.98	$ 21.59	$ 32.39	$ 2,590.97
Hendrick	Natosha		FT	13	160370	IMC II		$ 21.91	$ 32.86	$ 2,628.90
Jones	D'Shaunwa (N	4681	FT	13	190008	IMC II	$ 42,330.90	$ 22.86	$ 34.28	$ 2,742.62
Menefee	Bryanna	4491	FT	13	160365	IMC II	$ 42,330.90	$ 20.35	$ 30.53	$ 2,442.17
Moreno-Avila	Eyleen	4231	FT	13	160349	IMC II	$ 42,542.55	$ 20.35	$ 30.53	$ 2,442.17
Prevette	Michael (Mike	3573	FT	13	190006	IMC II	$ 43,828.42	$ 21.28	$ 31.92	$ 2,553.35
Rogan	Shannon	4533	FT	13	160375	IMC II	$ 42,965.87	$ 22.31	$ 33.47	$ 2,677.30
Shue	Tamera	4826	FT	13	160328	IMC II	$ 42,330.91	$ 20.56	$ 30.83	$ 2,466.65
Shuster	Heather	3502	FT	13	160339	IMC II	$ 44,687.81	$ 21.07	$ 31.60	$ 2,528.38
Smith	Wykesha		FT	13	160371	IMC II	$ 42,330.90	$ 21.37	$ 32.06	$ 2,564.83
Stauffer	Shawne		FT	13	160362	IMC II		$ -	$ -	$ -
Steele	Christopher	4766	FT	13	160374	IMC II	$ 42,330.90	$ 20.35	$ 30.53	$ 2,442.17
Thomas	Jamesha	4734	FT	13	160363	IMC II	$ 42,330.90	$ 20.45	$ 30.68	$ 2,454.38
Troublefield	Sarah	3570	FT	13	190009	IMC II	$ 43,828.42	$ 21.07	$ 31.61	$ 2,528.56
Zenner	Rhonda	4730	FT	13	190007	IMC II	$ 42,330.90	$ 20.66	$ 30.99	$ 2,478.80
Brown	Wendy	276	FT	15	160388	IMC III	$ 57,434.71	$ 20.35	$ 30.53	$ 2,442.17
Crisco	Belinda	3369	FT	15	180019	IMC III	$ 47,610.26	$ 21.48	$ 32.23	$ 2,578.14
Dillard	Brittany	2955	FT	15	160385	IMC III	$ 49,759.76	$ 20.35	$ 30.53	$ 2,442.17
Haas	Amber	3279	FT	15	160387	IMC III	$ 46,213.43	$ 20.35	$ 30.53	$ 2,442.17
Henderson	Kimberly	3059	FT	15	160391	IMC III	$ 47,369.87	$ 20.35	$ 30.53	$ 2,442.17
Hoffner	Melissa	413	FT	15	160383	IMC III	$ 54,479.39	$ 20.35	$ 30.53	$ 2,442.17
Johnson	Brad	3445	FT	15	160378	IMC III	$ 54,479.39	$ 21.07	$ 31.61	$ 2,528.56
Ludwig	Christine	2721	FT	15	160384	IMC III	$ 46,903.17	$ 20.35	$ 30.53	$ 2,442.17
										$ 87,411.38

Close | Search | Browse | Output | Print | Display | PDF | Excel | Email | Schedule | 0 Attach

Project Funding Source Inquiry [Rowan County]

Project string detail

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Program *	5314	Economic Services		
Object *	431056	MA EXPANSION	Justification	
Frequency *	000	Non-Reportable		

Name *	MEDICAID EXPANSION	Projected date range	
Short Name *	MA EXPAN	Actual date range	
Status	Active	Grant	
		Budget Calc Method	

Project String Balances | Revenue Allocation | GL Accounts

	Project Year 2024	Project Year 2023	Project Ye
Original Budget	.00	.00	
Transfers - In	.00	.00	
Transfers - Out	.00	.00	
Revised Budget	.00	.00	
Actual (Memo)	-119,009.99	.00	
Available	119,009.99	.00	
Percent Used	0.00	0.00	

1 of 1 |< < > >|

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Project Expense Inquiry [Rowan County]

Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description
Phase *	001	Part I	
Object *	510010	SALARIES:OVERTIME	
Sub-Task *	380	ESD SALARY & FRINGES	Justification

Name *	ESD SALARIES: OVERTIME			
Short Name *	ESD OT			
Status	Active			
Projected date range	07/01/2017	to	06/30/2018	Project Availa
Actual date range		to		Actual overhe
				Expense Type

Project String Balances | GL Accounts

	Project Year 2024	Project Year 2023	Project Y
Original Budget	.00	.00	
Transfers - In	.00	.00	
Transfers - Out	.00	.00	
Revised Budget	.00	.00	
Actual (Memo)	.00	.00	
Encumbrances	.00	.00	
Requisitions	.00	.00	
Available	.00	.00	
Percent Used	0.00	0.00	

1 of 1

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Project Expense Inquiry [Rowan County]

Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description
Phase *	310	General Admin Support	
Object *	553005	TELEPHONE	
Sub-Task *	100	Reimbursable	Justification
Name *	TELEPHONE		
Short Name *	TELEPHONE		
Status	Active		
Projected date range	07/01/2017	to 06/30/2018	Project Avail
Actual date range		to	Actual overhe
			Expense Type

Project String Balances | GL Accounts

	Project Year 2024	Project Year 2023	Project Y
Original Budget	97,000.00	98,280.00	
Transfers - In	2,160.00	.00	
Transfers - Out	.00	.00	
Revised Budget	99,160.00	98,280.00	
Actual (Memo)	55,788.11	90,151.31	
Encumbrances	.00	.00	
Requisitions	.00	.00	
Available	43,371.89	8,128.69	
Percent Used	56.26	91.73	

Add / Display reminder alerts on the current record

1 of 1

Close | Search | Browse | Output | Print | Display | PDF | Excel | Email | Schedule | 0 Attach

Project Expense Inquiry [Rowan County]

Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description
Phase *	310	General Admin Support	
Object *	561095	OTHER SMALL EQUIPMENT	
Sub-Task *	100	Reimbursable	Justification

Name *	OTHER SMALL EQUIPMENT		
Short Name *	SMALL EQUP		
Status	Active		Project Availa
Projected date range	07/01/2017	to 06/30/2018	
Actual date range		to	Actual overhe
			Expense Type

Project String Balances | GL Accounts

	Project Year 2024	Project Year 2023	Project Y
Original Budget	7,400.00	7,298.00	
Transfers - In	43,953.00	5,000.00	
Transfers - Out	.00	.00	
Revised Budget	51,353.00	12,298.00	
Actual (Memo)	501.34	9,710.46	
Encumbrances	.00	.00	
Requisitions	.00	.00	
Available	50,851.66	2,587.54	
Percent Used	0.98	78.96	

1 of 1

Add / Display reminder alerts on the current record

Close | Search | Browse | Output | Print | Display | PDF | Excel | Email | Schedule | 0 Attach

Project Expense Inquiry [Rowan County]

Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description
Phase *	383	ADP Equipment General Admin	
Object *	561089	SOFTWARE LICENSES	
Sub-Task *	100	Reimbursable	Justification

Name *	SOFTWARE LICENSES			
Short Name *	SOFTWARE L			
Status	Active			Project Avail
Projected date range	07/01/2017	to	06/30/2018	
Actual date range		to		Actual overh
				Expense Typ

Project String Balances | GL Accounts

	Project Year 2024	Project Year 2023	Project Y
Original Budget	133,000.00	133,060.00	
Transfers - In	10,800.00	.00	
Transfers - Out	.00	-16,000.00	
Revised Budget	143,800.00	117,060.00	
Actual (Memo)	32,189.85	111,550.38	
Encumbrances	81,915.47	.00	
Requisitions	.00	.00	
Available	29,694.68	5,509.62	
Percent Used	79.35	95.29	

1 of 1 |< < > >|

Add / Display reminder alerts on the current record

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2023 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Leslie Boyd
Date: 09/08/23
Reviewed by: [signature]

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144412-495010	20,800	
Alcoa: R&M Boats	E	1154412-543012	2,000	
Alcoa: Other Small Equipment	E	1154412-561095	10,000	
Alcoa: Motor Fuels & Lubricants	E	1154412-562020	4,800	
Alcoa: Other Supplies	E	1154412-561090	4,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	128,760	
Tech Service - Serv & Maint	E	1154416-534030	6,000	
Travel - State	E	11544165-558065	3,000	
Training - State	E	11544165-559050	2,000	
Supplies: Other - State	E	1154416-561910	20,000	
Other Small Equipment - State	E	11544165-561095	10,178	
Asset Forfeiture - State	E	11544165-582019	15,000	
C/A: Asset Forfeiture - State	E	11544165-575085	72,582	
Fund Balance Appropriated - Restricted	R	1144416-495010	204,603	
R&M - Vehicles - Federal	E	1154416-543020	2,000	
Other Small Equipment - Federal	E	1154416-561095	63,000	
Travel - Federal	E	11544162-558026	5,000	
Training - Federal	E	11544162-559026	2,000	
Weapons - Federal	E	11544162-561099	33,000	
C/A: Asset Forfeiture - Federal	E	11544162-575005	63,500	
F/A: Asset Forfeiture - Federal	E	11544162-576006	13,000	
Drug Education - Federal	E	11544162-582013	3,103	
Asset Forfeiture - Federal	E	11544162-582018	20,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	7,867	
SCAAP Other Small Equipment	E	1154419-561095	7,867	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision #
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 9/11/23		Date:	Posted by:
Signature: [signature]		Signature:	Approved by:

ROWAN COUNTY
SHERIFF'S OFFICE - RESERVES
For Fiscal Year Ended June 30, 2023

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2024	Encumbrance	Remainder to Budget
Calendar Contributions	68.37	1144410-442002	5,800.00	1154410-582015	(5,398.41)	469.96	6,000	-	(5,530.04)
GREAT	(2,362.77)	1144410-442004	327.00	1154410-583017	(877.00)	(2,912.77)	1,000	-	(3,912.77)
Public Safety Donations	16,276.14	1144410-464002	-	1154410-582009	(5,233.80)	11,042.34	1,000	-	10,042.34
Public Safety Donations	(2,345.34)	11444106-464002 Shop w/ Cop	-	1154410-583089	-	(2,345.34)	-	-	-
Explorer Program	364.80	11444106-464003	-	1154410-583032	-	364.80	-	-	364.80
Alcoa Grant	33,133.23	1144412-442007	15,000.00	1154412's	(9,911.73)	38,221.50	17,422	-	20,799.50
Total Other Contributions	**45,134.43**		**21,127.00**		**(21,420.94)**	**44,840.49**	**25,422**	**-**	**21,763.83**
State Asset Forfeiture	150,042.78	11444165-435033	72,550.69	1154416-534030	(5,287.28)		2,000	-	
				1154416-553005	(5,370.24)		9,000	-	
				11544165-558065	(930.87)		4,500	-	
				11544165-559050	(4,125.00)		4,500	-	
				1154416-561910	(15,018.34)		8,000	3,700	
				11544165-561098	(5,525.54)		5,000	-	
				11544165-575085	-		-	72,582	
				11544165-576005	-		-	-	
				11544165-582019	(14,876.18)		6,000	-	
						171,460.02	39,000	76,282	56,178.02
Federal Asset Forfeiture	120,546.11	11444162-432003	143,057.41	1154416-543020	(135.00)		-	-	
(includes interest revenue)	-	1144416-461000	3,608.28	11544162-558026	-		-	-	
Sale of Property	-	1144416-492030	-	11544162-559026	-		-	-	
Insurance Proceeds	-	11444162-489030	-	1154416-561095	(1,720.42)		2,500	-	
(showed as revenue in 2018				11544162-561099	(1,667.00)		-	-	
but not as an expense to use)				11544162-575005	(52,364.00)		-	51,500	
				11544162-576006	-		-	-	
				11544162-582013	(1,722.57)		2,500	-	
				11544162-582018	-		-	-	
						209,602.81	5,000	51,500	153,102.81
Total Asset Forfeiture Fun	**270,588.89**		**219,216.38**		**(108,742.44)**	**381,062.83**	**44,000**	**127,782**	**209,280.83**
Justice Assistance Grant FY18	-	1144417-431018	(3,611.93)	1154417-575000/576900	-	(3,611.93)	-	-	-
Justice Assistance Grant FY19	-	1144417-431018	11,428.00	1154417-561095	(11,428.00)	-	-	-	-
JAG NCDPS LLEBG	-	1144417-431000	15,839.43	1154417-576900/561095	(20,067.81)	(4,228.38)	-	-	-
OT SO Joint FBI	-	1144419-431007	1,647.73	Reimb for OT Salaries	(1,647.73)	-	-	-	-
OT SO Joint Ops	-	114419-431006	1,168.29	Reimb for OT Salaries	(1,168.29)	-	-	-	-
OT Homeland Security	-	1144419-431085	458.30	Reimb for OT Salaries	(458.30)	-	-	-	-
Governor's Crime Commission	-		-		-	-	-	-	-
Katrina Funds	20,385.90		-	1154419-582024	(18,043.15)	2,342.75	-	-	2,342.75
NCDPS	-	1144419-434023	84,269.66	1154419-585015	(68,624.90)	15,644.76	-	-	15,644.76
SCAAP	12,902.58	1144419-431021	-	1154419-other	(5,035.54)	7,867.04	-	-	7,867.04
Total Other Grants	**33,288.48**		**111,199.48**		**(126,473.72)**	**18,014.24**	**-**	**-**	**25,854.55**
	$ 349,011.80		**$ 351,542.86**		**$ (256,637.10)**	**$ 443,917.56**			

Federal Asset Forfeiture Interest Calculation

	Justice		Treasury	
Beginning Balance w/ interest	44,672.40	Beginning Balance w/ interest	75,873.71	120,546.11
Amt received	-	Amt received	143,057.41	143,057.41
Amt spent	(3,522.42)	Amt spent	(54,086.57)	(57,608.99)
Ending Balance	41,149.98	Ending Balance	164,844.55	
Avg	42,911.19	Avg	120,359.13	
6/30/23 Int	2.21%	Avg	2.21%	
Interest	948.34		2,659.94	3,608.28
Ending Balance w/ interest	42,098.32		167,504.49	209,602.81

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM:
DATE: 9/18/2023
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

1. AUGUST 2023 TYLER REFUNDS
2. JULY 2023 VTS REFUNDS

Checks Should be mailed 9/22/23

AUGUST 2023 TYLER REFUNDS

TAX PAYER 1	TAX PAYER 2	Address 1	ADDRESS 2	CITY	STATE	ZIP	PARID	SITUS	Refund
24 HOUR CLOSING		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	379D102	150 MIDDLE BROOK DR	629.76
24HOUR CLOSING		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	576 01901	225 CENTENARY CHURCH RD	39.1
24HOUR CLOSING	MOLISANI TIFFANY	1320 MATTHEWS-MING HILL ROAD		MATTHEWS	NC	28105	109 200	504 N CHAPEL ST	1856.47
24HOUR CLOSING		1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	026 133	324 SOUTHERN ST	1508.53
24HR CLOSING - RE: 015 270		1320 MATTHEWS-MINT HILL RD		MATTHEWS	NC	28105	015 270	1027 S CHURCH ST	1311.26
3WHITS PROPERTIES LLC		353 MAGNOLIA ST		MOORESVILLE	NC	28115-2824	215 114	128 ASHCRAFT DR	4.36
8TH GENERATION FARM	8TH GENERATION FARM	190 IRONWOOD DR		ROCKWELL	NC	28138-6805	178527	190 IRONWOOD DR	1.38
ACM123 LLC		5918 S EUDORA ST		LITTLETON	CO	80121-3346	018 116	103 CRAWFORD ST	3.71
ADAMS PERFORMANCE		501 PERFORMANCE RD		MOORESVILLE	NC	28115-9594	239 056	501 PERFORMANCE RD	35
ADAMS PERFORMANCE INC		501 PERFORMANCE RD		MOORESVILLE	NC	28115-9594	163718	501 PERFORMANCE RD	17.12
ADVANCED DRIVING SCHOOL OF THE PIEDMONT		1602-B MARTIN LUTHER KING JR AVE S		SALISBURY	NC	28144	017 006	1602 S MARTIN LUTHER KING JR AV	34.84
AGUEDA MARIO JESUS VASQUEZ		2906 SPRINGDALE AVE		KANNAPOLIS	NC	28081-2548	176562	PERSONAL PROPERTY	1.07
AGUEDA MARIO JESUS VASQUEZ		2906 SPRINGDALE AVE		KANNAPOLIS	NC	28081-2548	379D091	235 MIDDLE BROOK DR	6.3
AGUEDA VASQUEZ MARIO JESUS	C/O MARIO JESUS VASQUEZ AGUEDA	2906 SPRINGDALE AVE		KANNAPOLIS	NC	28081-0000	180726	PERSONAL PROPERTY	1
AHOLD DELHAIZE USA INC	PROPERTY TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	165433	2110 EXECUTIVE DR	1014.8
AHOLD DELHAIZE USA INC	PROPERTY TAX DEPARTMENT	1385 HANCOCK ST		QUINCY	MA	02169-5103	165434	2085 HARRISON RD	117.56
AHOLD DELHAIZE USA INC	PROPERTY TAX DEPARTMENT	1385 HANCOCK ST		QUINCY	MA	02169-5103	165436	1330 JULIAN RD	9.43
AHOLD DELHAIZE USA INC	PROPERTY TAX DEPARTMENT	1385 HANCOCK ST		QUINCY	MA	02169-5103	165441	2085 HARRISON RD	1131.61
AHOLD DELHAIZE USA INC	OFFICE CORP 001	1385 HANCOCK ST		QUINCY	MA	02169-5103	165998	2110 EXECUTIVE DR	772.52
AHOLD DELHAIZE USA INC	WAREHOUSE JULIAN RD - 001	1385 HANCOCK ST		QUINCY	MA	02169-5103	176292	JULIAN RD	311.38
AHOLD DELHAIZE USA INC		1385 HANCOCK ST		QUINCY	MA	02169-5103	450 062	0 EXECUTIVE DR	48.42
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166000	525 JAKE ALEXANDER BLVD	56.16
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166001	2817 N CANNON BLVD	41.72
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166002	251 FAITH RD	68.05
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	177502	1408 N MAIN ST	110.31
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		SALISBURY	NC	28145-1330	183831	11745 STATESVILLE BLVD	20.38
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166003	1460 S MAIN ST	42.07
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166004	968 W MAIN ST	50.07
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166006	2104 STATESVILLE BLVD	48.91
AHOLD DELHAIZE USA INC	CORP TAX DEPT	1385 HANCOCK ST		QUINCY	MA	02169-5103	166007	313 N SALISBURY AVE	31.83
AIRGAS USA LLC SOUTH DIVISION	C/O AIRGAS INC CORP TAX DEPT	121 CONCORD PIKE STE 101		WILMINGTON	DE	19803-3614	163784	1924 S MAIN ST	32.77
AIRGAS USA LLC SOUTH DIVISION	CORPORATE TAX	1521 CONCORD PIKE STE 101		WILMINGTON	DE	19803-3614	163785	PERSONAL PROPERTY	5.82
AK STORM ASSOCIATES INC		9 DOGWOOD RD		SALISBURY	NC	28144	567 013	0 CARLYLE KNOX RD	12.08
ALAN G CARPENTER PA	RATLEY JOYCE G	316 E BROAD ST		STATESVILLE	NC	28677	815B011	1402 SPRING MEADOW DR	136.98
ALBRIGHT LEON		1311 SULLIVAN RD		THOMASVILLE	NC	27360	505 066	0 CATFISH RD	5.98
ALBRIGHT LEON		1311 SULLIVAN RD		THOMASVILLE	NC	27360	505 069	994 CATFISH RD	9.28
ALBRIGHT LEON M & WF	ALBRIGHT DONNA P	1311 SULLIVAN RD		THOMASVILLE	NC	27360-7012	505 070	996 CATFISH RD	10.96
ALCOVA MORTGAGE		308 MARKET ST SE		ROANOKE	VA	24011	012 184	624 E LAFAYETTE ST	9.98
ALDRIDGE ARNOLD LYNN & WF	ALDRIDGE PATRICIA S	1200 CROSSOVER RIDGE		SALISBURY	NC	28147-6607	200 014	0 PATTERSON RD	1.59
ALDRIDGE ARNOLD LYNN & WF	ALDRIDGE PATRICIA S	1200 CROSSOVER RIDGE		SALISBURY	NC	28147-6607	200 039	1200 CROSSOVER RIDGE	11.23
ALEXANDER STEVEN TODD	ALEXANDER SUE SMITH	5104 OLD CONCORD RD		SALISBURY	NC	28146-1327	411B131	5104 OLD CONCORD RD	1
ALEXANDER'S HAM COMPANY INC	CAROL A & TEAGUE KATHRYN A	PO BOX 57		LANDIS	NC	28088-0057	234 054	5920 W NC 152 HWY	6.98
ALEXANDERS HAM COMPANY INC.		PO BOX 57		LANDIS	NC	28088-0057	163813	5920 HWY 152 W	6.28
ALLEY SCOTT LEE	ALLEY REBECCA LEIGH	380 PINE NEEDLE TRL		SALISBURY	NC	28146-6501	510 174	380 PINE NEEDLE TRL	1.91
AMERICAN BUILDERS CONSTRUTION CO LLC		1225 ROWAN MILL RD		SALISBURY	NC	28147-8892	467B136	1100 JOY ST	2.59
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	312A010	255 EASTWAY LN	733.31
AMROCK LLC NORTH CAROLINA	PASCHALL SHERRY TURNER	662 WOODWARD AVE		DETROIT	MI	48226	436 023	2205 PHANIEL CHURCH RD	2215.38
AMROCK, LLC- NORTH CAROLINA	BLYTHE MARTHA A	662 WOODWARD AVE		DETROIT	MI	48226	460 158	355 EDGEWOOD FARM RD	7.32
ANGLEBOARD, A SIGNODE BRAND	DBA ANGLEBOARD	3650 W LAKE AVE		GLENVIEW	IL	60026	169462	610 INDUSTRIAL DR	8077.05
APC TOWERS LLC	C/O APC TOWERS, LLC	57 E WASHINGTON ST		CHAGRIN FALLS	OH	44022-3044	352 087	415 BALFOUR QUARRY RD	10.45
ARLIN KIM R		111 SAILVIEW RD		MOORESVILLE	NC	28117-7560	228 119	440 RED ROSE LN	9.22
ASHTON MANOR TOWNHOMES	C/O RED ROCK MANAGEMENT	1012 MARKET ST STE 201		FORT MILL	SC	29708	061B050	249 CENTURY DR	3.05

Tax Collector

499 #1155
220 #1156

ATLANTIS TITLE CO	GULLETTE PEGGY CLEVER	5309 MONROE RD		CHARLOTTE	NC	28205	247A058	6489 ENOCHVILLE CIR	3.29
ATLANTIS TITLE COMPANY	WILSON DAISY OVERCASH	5309-B MONROE RD		CHARLOTTE	NC	28205	241 023	8815 UNITY CHURCH RD	26.32
AUTUMN CARE OF SALISBURY		1505 BRINGLE FERRY RD		SALISBURY	NC	28146-4476	003 116	312 W HENDERSON ST	7.2
AVILES LORENA BERENICE ROMAN		315 ALAN CIR		SALISBURY	NC	28147-8250	591027	1223 GLENWOOD AV	2660.36
BARBER MICHAEL ANDREW		12505 MOORESVILLE RD		MOUNT ULLA	NC	28125-7747	173476	PERSONAL PROPERTY	1
BARNETTE MICHAEL LYNN	BARNETTE JOY FOX	305 BAKER MILL RD		CLEVELAND	NC	27013-9424	258 057	235 BAKER MILL RD	2.76
BARNHARDT RICHARD GLENN		200 BOOGERS WAY		SALISBURY	NC	28146-7665	508 060	200 BOOGER WAY	15.82
BARR FELIX & WF	BARR DIANE	314 SPRING GARDEN AVE		KANNAPOLIS	NC	28081-9167	245A125	314 SPRING GARDEN AVE	5.58
BASIC CONTRACTING SERVICES	FERGUSON MARVIN K	5843 S NC BUSINESS HWY 16		MAIDEN	NC	28650	141A118	0 WESTLAKE DR	9
BASINGER CATHERINE S	C/O WILLIAM SHAW JR	1072 MCCARRON LN		UNION	KY	41091	057A11402	0 NEWSOME RD	14.09
BASINGER CATHERINE S	C/O WILLIAM SHAW JR	1072 MCCARRON LANE		UNION	KY	41091	057A150	0 PINEWOOD AVE	11.98
BASSINGER ANDREA C CORDTS		301 CROSS DR		SALISBURY	NC	28146-5870	184172	PERSONAL PROPERTY	1.49
BBL4 PROPERTIES LLC		6025 STOKES FERRY RD		SALISBURY	NC	28146-0000	331 192	2526 OLD WILKESBORO RD	5.85
BBL4 PROPERTIES LLC		6025 STOKES FERRY RD		SALISBURY	NC	28146-0000	331 239	2634 OLD WILKESBORO RD	9.41
BBL4 PROPERTIES LLC		6025 STOKES FERRY RD		SALISBURY	NC	28146-5094	412 024	2035 GANTT ST	2.97
BEAVER JAMES R	BEAVER PATRICIA TRUSTEES	500 VILLA ST		KANNAPOLIS	NC	28083-7525	101 044	0 N MAIN ST	2.34
BECK ROBERT	BECK ROBERT TIMOTHY-WAYNE	2515 OLD US HIGHWAY 70		CLEVELAND	NC	27013-9463	270 012	2515 OLD US 70 HWY	5
BENJAMIN JOHN D		20301 VAL CIR		CORNELIUS	NC	28031-6838	180824	PERSONAL PROPERTY	14
BENJAMIN JOHN WILBER	BENJAMIN ELAINE SARAH	720 FOSTER RD		CLEVELAND	NC	27013-9067	256 025	FOSTER RD	1.27
BENJAMIN JOHN WILBER	BENJAMIN ELAINE SARAH	720 FOSTER RD		CLEVELAND	NC	27013-9067	256 026	850 FOSTER RD	11.57
BERRY RONALD M & WF	BERRY PATRICIA	775 COOPER RD		SALISBURY	NC	28147-9635	209 026000001	725 COOPER RD	11.48
BERRY RUTH D	BERRY RUTH	205 SKYCREST AV		CHINA GROVE	NC	28023-9236	1.21E+144	205 SKYCREST AV	23.81
BIDDY MICHAEL T	BIDDY JENNIFER N	322 WHISPER DR		CHINA GROVE	NC	28023-9379	114C203	810 LAUREL ST	13.9
BIDDY MICHAEL TODD		322 WHISPER DR		CHINA GROVE	NC	28023-9379	137 033	466 MORROW RD	10.18
BIDDY MICHAEL TODD		322 WHISPER DR		CHINA GROVE	NC	28023-0000	2.49E+05	2005 W C ST	5.46
BLACK SLAUGHTER & BLACK PA		3623 N ELM STREET SUITE 200		GREENSBORO	NC	27455	462G003	0 PEPPER LN	2.1
BLACK SLAUGHTER & BLACK, PA DBA LAW FIRM CAROLINAS		3623 N ELM STREET STE 200		GREENSBORO	NC	27455	462G004	0 PEPPER LN	2.1
BLACK SLAUGHTER & BLACK, PA DBA LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	462G006	0 PEPPER LN	2.1
BLACK SLAUGHTER & BLACK, PA DBA LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	462G007	0 PEPPER LN	2.1
BLACK SLAUGHTER & BLACK, PA DBA LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	462G006	0 PEPPER LN	2.1
BLACK SLAUGHTER & BLACK, PA DBA LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	462G007	0 PEPPER LN	2.1
BLACKWELL ALICE FAYE		317 W HENDERSON ST		SALISBURY	NC	28144-3407	324 262	0 BENSON ST	247.25
BLAKE LAWANDA		209 PETHEL ST		KANNAPOLIS	NC	28081-2325	159 086	209 PETHEL ST	220
BLUE COLLAR CYCLE COMPANY LLC		1017 OLD WEST INNES ST		SALISBURY	NC	28144-3171	180603	1017 OLD WEST INNES ST	2.04
BMW MANUFACTURING CO LLC	ATTEN: PROPERTY TAX	PO BOX 580525		CHARLOTTE	NC	28258	173404	510 LONG MEADOW	1.95
BOGGS PEGGY J	BOGGS PEGGY J	955 HARPERSVILLE RD APT 2026		NEWPORT NEWS	VA	23601-0000	120 05602	0 W NC 152 HWY	14.56
BOGGS PEGGY J	BOGGS PEGGY J	955 HARPERSVILLE RD APT 2026		NEWPORT NEWS	VA	23601-0000	644 003	0 CLARK RD	13.69
BOLER GLORIA ROMAINE		209 HALL ES ST		SALISBURY	NC	28144-7552	028 230	209 HALL ST	26.74
BOLICK GRACE ANGIE		865 THOMPSON RD		SALISBURY	NC	28147-6417	821 027	865 THOMPSON RD	1.49
BOLIN JAMES L &	BOLIN JAMES L JR	255 NEAZER ST		ROCKWELL	NC	28138-7001	430A098	255 NEAZER ST	3.53
BOST DAVID LYERLY & WF	BOST TERESA	8550 FOREST DR		ROCKWELL	NC	28138-7563	357B259	8550 FOREST DR	10.76
BOST LINDA MORGAN & HUS	BOST TIMOTHY DALE	1065 SAINT MATTHEWS CHURCH RD		SALISBURY	NC	28146-5565	988781	PERSONAL PROPERTY	1.99
BOST TIMOTHY D & WF	BOST LINDA M	1065 ST MATTHEWS CHURCH RD		SALISBURY	NC	28146-5565	509 076	1065 ST MATTHEWS CHURCH RD	24.89
BOSTIAN CLYDE A & WF	BOSTIAN HAZEL	3282 WOODCHUCK DR		KANNAPOLIS	NC	28081-8404	248 069	350 BOSTIAN OAKS LN	11.25
BOSTIAN JERRY DAVIS		213 WATER OAK LN		CHINA GROVE	NC	28023-9723	226 033	213 WATER OAK LN	4.73
BOSTIAN JERRY DAVIS		213 WATER OAK LN		CHINA GROVE	NC	28023-9723	226 079	0 WATER OAK LN	1.17
BOWMAN BILLY GRAY & WF	BOWMAN CAROLYN CAVENY	15237 STOKES FERRY RD		GOLD HILL	NC	28071-7671	546 016	15237 STOKES FERRY RD	57.75
BRADSHAW FRED WILLIAM		1603 W COLONIAL DR		SALISBURY	NC	28144-2267	335 078	1603 W COLONIAL DR	14.67
BRALEO INC		3023 S MAIN ST		SALISBURY	NC	28147-7904	164486	3023 S MAIN ST	5.6
BRAWLEY DEMPS & WF	BRAWLEY LOIS ANN	124 TANGLEWOOD DR		KANNAPOLIS	NC	28081	249B095	124 TANGLEWOOD DR	7.4
BRIGGS L CRAIG		9030 SORROW FARM RD		KANNAPOLIS	NC	28081	239 057	409 PERFORMANCE RD	14.07
BRIGGS L CRAIG		9030 SORROW FARM RD		KANNAPOLIS	NC	28081	243 210	9030 SORROW FARM RD	13.72
BRIGHT LAW PLLC	TURNER TIFFANY A	16745 BIRKDALE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	503C001	0 EMERALD BAY DR	9.97
BRITT JOHN J &WF	BRITT KAREN L	27 HEATHER CRESCENT		COMMACK	NY	11725	509A093	175 BASS CT	1240.88
BROOME JEANETTA WORLEY		5667 TURNER DR		KANNAPOLIS	NC	28081	249B346	5667 TURNER DR	7.75
BRUNNEN DAVID Z	ZUMBRUNNEN CHESTER DAVID JR	1121 HORTONS POND RD		APEX	NC	27523-5612	325 047	745 SELLS RD	22.8
BRUNNEN DAVID Z	ZUMBRUNNEN CHESTER DAVID JR	1121 HORTONS POND RD		APEX	NC	27523-5612	325 242	655 SELLS RD	13.94

BURCHETT FRED FOLGER JR		215 NESBITT DR		SALISBURY	NC	28147-0000	307B079	785 LONG BOW RD	2.7
BURR MICHAEL A & WF	BURR DONNA B	404 FRONTIER CIR		CHINA GROVE	NC	28023-9486	116A089	404 FRONTIER CIR	30.89
BUTLER HUNTER LEE		2615 DEAL RD		MOORESVILLE	NC	28115-6727	243 171	0 SMITH RD	5.11
BYERS GLENDA K		10235 WADES DEAD END RD		CEDAR GROVE	NC	27231-9027	324 070	1910 OLD MOCKSVILLE RD	12.76
BYRD BRENDA H	STACY CURTIS	275 LARGE AVE		ROCKWELL	NC	28138	357D298	275 LARGE AVE	6.82
C A CLAWSON TRUCKING INC	ATTN ALISON H CLAWSON	815 KETCHIE RD		MOUNT ULLA	NC	28125-9621	164644	815 KETCHIE RD	5.81
C AND S FOX PROPERTIES LLC		190 ROGERS RD		CHINA GROVE	NC	28023-6805	137 021	4875 OLD BEATTY FORD RD	12.48
C AND S FOX PROPERTIES LLC	CHEESEMAN SHANNON FOX	190 ROGERS RD		CHINA GROVE	NC	28023-6805	430A093	465 ROY CLINE RD	3.79
CALANA ESTHER		225 JOHN ST		SPENCER	NC	28159-1525	180878	PERSONAL PROPERTY	1
CALLOWAY JOHN H		190 BLUEBIRD LN		SALISBURY	NC	28146-1568	601 205	190 BLUEBIRD LN	1.23
CAMPBELL MELANIE	LIVING TRUST THE	1965 MOUNTAIN RD		CLEVELAND	NC	27013	702 057	17370 DOOLEY RD	3.56
CANINE DESIGNS		1006 N MAIN ST		KANNAPOLIS	NC	28081	149 145	1006 N MAIN ST	9.73
CANNON GARY	CANNON VERA H	327 E 20TH ST		KANNAPOLIS	NC	28083	161 108	327 E 20TH ST	109.95
CANNON ROBIN L		510 E 23RD ST		KANNAPOLIS	NC	28083	161 061	510 E 23RD ST	7
CANNON ROBIN L		2395 CURECANTI CT		KANNAPOLIS	NC	28083	151 443	1005 ROSEMARY AVE	8.51
CARR JOHN ROBERT SR	CARR LINDA MAXINE	120 DOGWOOD EST		CHINA GROVE	NC	28023-9778	120 112	120 DOGWOOD DR	4.63
CARTIER JOHN	CARTIER SHARON	184 SPRING GARDEN AVE		KANNAPOLIS	NC	28081-9165	249B189	184 SPRING GARDEN AVE	6.17
CATAWBA COLLEGE		2300 W INNES ST		SALISBURY	NC	28144	333 046	1653 WILTSHIRE RD	4870.03
CATHEY LESLIE D	C/O LESLIE CATHEY	419 WOLLOW RD		SALISBURY	NC	28147	3.26E+65	603 HIDDEN CREEK CIR	15.65
CEG ENTERPRISES INC		800 SLOOP AVE		KANNAPOLIS	NC	28083-2955	A384	800 SLOOP AVE	10
CHANDLER & GIBSON PLLC		2901 COLTSGATE RD, SUITE 200		CHARLOTTE	NC	28211	149 066	604 W 8TH ST	2.25
CHANDLER & GIBSON PLLC		2901 COLTSGATE RD, SUITE 200		CHARLOTTE	NC	28211	149 397	600 W 8TH ST	2.25
CHERRY JAMES RONALD & WF	CHERRY CHARLOTTE C	154 ADRIAN RD		SALISBURY	NC	28146	632A057	154 ADRIAN RD	11.51
CHEWNING SADIE C	CHEWNING SADIE C	316 W DAVIS ST		LANDIS	NC	28088	132A055	316 W DAVIS ST	5.99
CHEWY INC		7700 W SUNRISE BLVD		PLANTATION	FL	33322	052 212	255 FRONT CREEK RD	46049.98
CHILDERS BARRY W & WF	CHILDERS GLENDA	405 E 22ND ST		KANNAPOLIS	NC	28083	161 070	0 E 22ND ST	1.42
CHILDERS BARRY W & WF	CHILDERS GLENDA	405 E 22ND ST		KANNAPOLIS	NC	28083	161 071	405 E 22ND ST	10.48
CHINA GROVE ANIMAL HOSPITAL		2001 S US 29 HWY		CHINA GROVE	NC	28023	129 024	2001 S US 29 HWY	33.94
CHINA GROVE ANIMAL HOSPITAL DVM PLL	CHINA GROVE ANIMAL HOSPITAL	2001 S US 29 HWY		CHINA GROVE	NC	28023-8650	170369	2001 HWY 29 S	6.16
CHINA GROVE DRUG CO INC		112 S MAIN ST		CHINA GROVE	NC	28023-2448	164937	112 S MAIN ST	55.63
CHURCH CHRISTINE BROADWAY		8065 FREEZE RD		KANNAPOLIS	NC	28081	247 035	8065 FREEZE RD	6.39
CITIZENS BANK		PO BOX 1900		ELIZABETHTON	TN	37644	103218	125 W KERR ST	52.6
CITY ELECTRIC CUPPLY CO		PO BOX 130203		DALLAS	TX	75313-0206	160 168	1901 N MAIN ST	2035.37
CLEGG ROBERT K	HARDWICK-CLEGG PHYLLIS	838 GEORGIA OAK LN		LANDIS	NC	28088	129P014	838 GEORGIA OAK LN	18.2
CLEVELAND PRESBYT CH	% BRUCE GRAY	PO BOX 273		CLEVELAND	NC	27013	251 075	105 W MAIN ST	12.01
CLINE JERRY R SR & LINDA H &	CLINE JERRY R JR	2302 CAROLINA AV		KANNAPOLIS	NC	28083	505 026	1245 PANTHER POINT RD	7.3
CLINKSCALES JOSEPH L		207 E GARDEN ST		LANDIS	NC	28088-1425	109 018	207 E GARDEN ST	20.96
CLYBURN KATHY G	CLYBURN JOHN H	675 AIRPORT RD		SALISBURY	NC	28147	471 005	675 AIRPORT RD	15.53
COBLE THOMAS RAY JR		460 PINE RIDGE RD		MOCKSVILLE	NC	27028	640C045	2625 POOLE RD	2.73
CODY M L		1404 ELBERON PL		RALEIGH	NC	27609	184848	PERSONAL PROPERTY	1.25
COGGINS MARY HONEYCUTT		2025 SHUE RD		CHINA GROVE	NC	28023	111 037	2025 SHUE RD	5.03
COGGINS MARY HONEYCUTT		2025 SHUE RD		CHINA GROVE	NC	28023	111 043	2065 SHUE RD	5.43
COLLINS NANCY B		402 SILLS DR		SALISBURY	NC	28146	065D230	402 SILLS DR	7.29
COMADOLL KARI J		1035 LINCOLNTON RD		SALISBURY	NC	28144-6277	061A192	810 MITCHELL AVE	12252.11
CONNOR ROBERT S & WF	CONNOR MARILYN R	8470 DOGWOOD DR		ROCKWELL	NC	28138	357B139	8470 DOGWOOD DR	6.25
CORELOGIC TAX SERVICES LLC	BOWSER IAN LAWRENCE	3001 HACKBERRY RD		IRVING	TX	75063-0156	018 124	815 S MARTIN LUTHER KING JR AVE	2048.7
CORRIHER KAYLA D		217 VALLEYVIEW PL		SALISBURY	NC	28144-2618	002 202	217 VALLEY VIEW PL	1516.16
COSTNER LAW OFFICE PLLC		10735 DAVID TAYLOR DRIVE SUTE 200		CHARLOTTE	NC	28262	035 163	214 N SALISBURY AVE	1612.39
COSTNER LAW OFFICE PLLC	NC/SC REAL ESTATE TRUST	10735 DAVID TAYLOR DR STE 200		CHARLOTTE	NC	28262	065 04101	2311 E INNES ST	3345.11
COSTNER LAW OFFICE, PLLC	ALLEN DANIEL JAMES	10735 DAVID TAYLOR DR, SUITE 200		CHARLOTTE	NC	28262	618 017	5325 STOKES FERRY RD	1142.15
COSTNER LAW OFFICE, PLLC	BAEZ STEPHANIE YARIVER GARCIA	10735 DAVID TAYLOR DR, SUITE 200		CHARLOTTE	NC	28262	114 040	607 SHUE RD	3139.05
COUNTRY PLACE MORTGAGE		PO BOX 35605		DALLAS	TX	75235-9788	248A075	7973 GRAND CANYON RD	11.53
COVELTI ENTERPRISES	PANERA BREAD	3900 EAST MARKET ST		WARREN	OH	44484-4708	173495	825 E INNES ST	19.12
COX CHRISTOPHER BRETT	COX CHERYL MYERS	2250 BARGER RD		SALISBURY	NC	28146	624 114	2250 BARGER RD	33.16
CRANFORD AARON MITCHELL		4523 COLD SPRINGS RD S		CONCORD	NC	28025-7686	640C033	255 RIVERSIDE DR	7.17

CRESPO YOLANDA		PO BOX 204		LANDIS	NC	28088-0204	1.21E+129	1420 FLAT ROCK RD	6.05
CROSBY NATALIE F	FAGGART KAREN SHAVER	401 S CENTRAL AVE		LANDIS	NC	28088	435 013	0 PHANIEL CHURCH RD	2.71
CROWELL WILLIAM RANDY & WF	BRISSON SEMONE MARIE	3975 FISH POND RD		SALISBURY	NC	28146	011 010	701 N FULTON ST	81.4
CRUMP JESSIE M		224 GRUBB ROAD		LEXINGTON	NC	27295	803A014	0 GETER RD	2.16
CURRAN EARL R JR	CURRAN JANET C	176 MAPLE VIEW DRIVE		TROUTMAN	NC	28166-8807	606H009	1140 INLET POINTE RD	34.64
CURRAN EARL RAYVON JR	CURRAN JANET CLINE	176 MAPLE VIEW DR		TROUTMAN	NC	28166-8807	180574	PERSONAL PROPERTY	2.11
CURZ YOSEFRY CABREJA DE LA		802 GRACE AVE		KANNAPOLIS	NC	28083-3008	151 259	802 GRACE AVE	150
CUSACK MARY JO	CUSACK MARY JO	796 MARKLAND RD		ADVANCE	NC	27006	123 080	403 W THOM ST	5.67
DABBS CHARLES L		2423 BERKSHIRE DR		SALISBURY	NC	28146	065E369	2423 BERKSHIRE DR	62.71
DAIMLER TRUCKS NORTH AMERICA LLC	HS637-TAX	PO BOX 3820		PORTLAND	OR	97208-3820	266 014000001	11550 STATESVILLE BLVD	20382.37
DARREN S CRANFILL ATTORNEY AT LAW PLI	RIGENHAGEN TITIANA	2565-B LD GLORY RD		CLEMMONS	NC	27012	412B167	640 BEE TREE RD	1356.73
DAVIDSON FURRELL J	THOMPSON FURRELL J	1225 UPRIGHT RD		MOUNT ULLA	NC	28125-9600	772 010	1225 UPRIGHT RD	13.27
DAVIS ROBBIN V	DAVIS ROBBIN	1115 MECKLENBERG HWY		MOORESVILLE	NC	28115	243 226	9100 SMITH RD	2.59
DEAL ENTERPRISES INC	DEAL LISA B	205 LENTZ RD		CHINA GROVE	NC	28023	101 181	413 N BOSTIAN ST	6241.57
DEJ RACING LLC	DEJ RACING LLC	PO BOX 330		MOORESVILLE	NC	28115-0330	172240	206 PERFORMANCE RD	23.77
DEMENT JOYCE M DAVIS		2335 JAKE ALEXANDER BLVD N		SALISBURY	NC	28147-0000	327 045	2335 N JAKE ALEXANDER BLVD	7.71
DESWERT SHANNON	DESWERT SHANNON	3620 E NC 152 HWY		SALISBURY	NC	28146-9127	423 259	3620 E NC 152 HWY	750.2
DICKERSON SYLVIA DARLENE	DICKERSON SYLVIA	260 KINGS TER		SALISBURY	NC	28146-8546	416B108	260 KINGS TER	14.72
DICKQUIST DAVID LEE		135 SABLE RD		SALISBURY	NC	28146	177571	PERSONAL PROPERTY	1.38
DILLON SARAH H		115 BIRKDALE DR		SALISBURY	NC	28144	325F344	115 BIRKDALE DR	15.7
DINKLER CONNIE L		1108 S SALISBURY AVE		SPENCER	NC	28159	030 092	1108 S SALISBURY AVE	9.86
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146-6710	052 036	445 HEILIGTOWN RD	16.84
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146	207 059	170 EMMA RD	19.65
DJR RENTALS LLC		425 EL CAMINO DR		SALISBURY	NC	28146	406A029	1840 PEACH ORCHARD RD	12.43
DJR RENTALS LLC	REYES DENISE	425 EL CAMINO DR		SALISBURY	NC	28146-6710	052 102	737 HEILIGTOWN RD	9.96
DJR RENTALS LLC	REYES DENISE	425 EL CAMINO DR		SALISBURY	NC	28146-6710	419 115	4630 MT HOPE CHURCH RD	6.69
DOBUG ENTERPRISE LLC		9704 SADDLE AV		WAXHAW	NC	28173	148 255	1004 W A ST	17.74
DONALDSON RICHARD A	DONALDSON DEBRA Y	1131 MEADOW CREEK DR		CHINA GROVE	NC	28023-5714	224 026	1131 MEADOWCREEK DR	2.61
DONALDSON RICHARD A & WF	DONALDSON DEBRA Y	1131 MEADOW CREEK DR		CHINA GROVE	NC	28023-5714	224 096	1105 MEADOWCREEK DR	2.93
DONNELLY MARTIN A JR & WF	DONNELLY AUDREY L	1001 GOLDEN EAGLE DR		CHINA GROVE	NC	28023	222A017	1001 GOLDEN EAGLE DR	7.65
DOUGLAS B ELLIOTT PA ATTORNEY AT LAW	OWENS PENNY C	1040 RANDOLPH ST STE 35		THOMASVILLE	NC	27360	514 052	0 RICHFIELD RD	71.17
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NE		CONCORD	NC	28025-3015	165577	1933 JAKE ALEXANDER BLVD W	1.1
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NW		CONCORD	NC	28025-0525	331D001	1933 W JAKE ALEXANDER BLVD	30.49
DR QUINN EAR NOSE & THROAT PC		25 LAKE CONCORD RD NE		CONCORD	NC	28025-0525	331D003	1933 W JAKE ALEXANDER BLVD	29.22
DUDLEY MARGIE HODGE		7975 WOODLEAF RD		WOODLEAF	NC	27054	818 031	7975 WOODLEAF RD	3.14
DUKE JAY W	DUKE KATHY S	729 MOCKSVILLE AVE		SALISBURY	NC	28144-2407	002 031	729 MOCKSVILLE AVE	37.49
DUNNING JEREMIAH AND SPOUSE	DUNNING LISA	230 HENDERSON DR		ROCKWELL	NC	28138-8462	375 102	230 HENDERSON DR	4.13
DUN-RITE CONCRETE & CONST INC	% CHRIS BORST	2455 OVERVIEW RD		SALISBURY	NC	28147-7697	165600	2455 OVERVIEW RD	4.95
DWIGGINS JERRY W & WF	DWIGGINS REBEKAH L	2209 ENGLEWOOD ST		KANNAPOLIS	NC	28083-3030	158 227	2209 ENGLEWOOD ST	10.9
EABH PROPERTIES LLC		7 PINE TREE RD		SALISBURY	NC	28144-0000	481 006	5850 BERTIE AVE	9.9
EABH PROPERTIES LLC		7 PINE TREE RD		SALISBURY	NC	28144-0000	481 007	115 KARRI LN	11.38
EARNHARDT TOMMY K		2138 LENTZ HARNESS SHOP RD N.		MOUNT PLEASANT	NC	28124	540 065	125 LIBERTY RD	60.4
ENSALACO MICHAEL J	ENSALACO LISA M	1619 TEETER FARMS DR		MOORESVILLE	NC	28115	214A100	1619 TEETER FARMS DR	37.29
EQUITY TRUST CO	JONATHAN LEE HICKS IRA	1 EQUITY WAY		WESTLAKE	OH	44145	505 020	1445 PANTHER POINT RD	22.91
EUDY TERRY LYNN	EUDY NORMA CARRIKER	470 SPORTSMAN DR		SALISBURY	NC	28146-2578	500A467	470 SPORTSMAN DR	26.13
EVANS ETHEL K	EVANS ETHEL K	311 MILLER AVE		SALISBURY	NC	28144-9321	024 166	0 MILLER AVE	1.82
FAGGART TIMOTHY E	FAGGART TIMOTHY E &WF PATIRCIA	2005 PERSHING AVE		NORFOLK	VA	23509	803D002	0 WATSON ST	1.93
FERGUSON HAYES HAWKINS, PLLC	KOVANIS CAROLYN	PO BOX 444		CONCORD	NC	28026	058 138	1523 E LIBERTY ST	22.81
FERO CONNIE HODGE		4040 3RD CREEK CHURCH RD		CLEVELAND	NC	27013	263 037	4100 THIRD CREEK CHURCH RD	4.25
FESPERMAN SHARON WHITLER		4280 JACK BROWN RD		SALISBURY	NC	28147-9040	453 288	JACK BROWN RD	4.71
FINNEY TIM LEE		8030 HOWARD AVE		KANNAPOLIS	NC	28081-8876	246A140	8030 HOWARD AVE	13.23
FIORE PETER	FIORE MARGIE	1144 CHERRYBROOK CT		KANNAPOLIS	NC	28083	140D219	1162 CHERRYBROOK CT	1.93
FIRST AMERICAN TITLE INSRUANCE COMPA	COMMERCIAL SERVICES	3455 PEACHTREE RD NE SUITE 1700		ATLANTA	GA	30326	409 182	1200 WEBB RD	5.46
FIRST COMMUNITY BANK	BARKER LORI J	PO BOX 1014		BLUEFIELD	VA	24605	312 097	375 ROCK SPRING DR	17.41
FIRST COMMUNITY BANK		PO BOX 1014		BLUEFIELD	VA	24605	036 033	505 N ROWAN AVE	41.25

FIRST INDUSTRIAL NC #2 LLC	% PETER M GODLEY	101 S TRYON ST STE 2420		CHARLOTTE	NC	28280	471 108	0 CIRCLE M DR	23.84
FIRST SOURCE TITLE AGENCY, INC	HATLEY TONYA ALLEN	7717 VICTORY LANE STE B		NORTH RIDGEVILLE	OH	44039	133A112	0 DIAL ST	4.11
FIRST STREET LEGAL TRUST		239 N FIRST ST		ALBEMARLE	NC	28001	530C040	0 RIVER RD	3.09
FLEMING JOHN DIXON JR		3304 WINGED FOOT DR		SALISBURY	NC	28144	326J028	3304 WINGED FOOT DR	23.53
FLETCHER KAREN YVONNE PENCE		2872 POWELL DRIVE EXT		VALDESE	NC	28690	716 069	240 MORNING GLORY LN	9.46
FLORES LEONARDO PUGA &WF	AZUA NANCY GUADALUPE SANCHEZ	8480 SMITH RD		KANNAPOLIS	NC	28081	246 347	8480 SMITH RD	8.11
FLOYD BARBARA R		318 RIVER BIRCH DR		SALISBURY	NC	28146	403G197	318 RIVER BIRCH DR	3991.78
FLS 2016 SOLAR I, LLC	RIDENHOUR LLC	3402 PICO BOULEVARD		SANTA MONICA	CA	90405	635 014	2939 SIDES RD	40.84
FORTSON DIESEL REPAIR INC		200 MONTCLAIR DR		SALISBURY	NC	28144	618 022	5375 STOKES FERRY RD	18.68
FRANKLIN BENJAMIN JR		814 EMERALD BAY DR		SALISBURY	NC	28146	106477	PERSONAL PROPERTY	7.64
FRAYRE FELIPE N		2909 SPRINGDALE AVE		KANNAPOLIS	NC	28081-2547	106513	PERSONAL PROPERTY	1.29
FRICK TYLER P &WF	FRICK LYNN H	125 STERLING CT		SALISBURY	NC	28144	325D430	125 STERLING CT	28.34
FULLER ELECTRONICS	FULLER ELECTRONICS	920 BRIGGS RD		SALISBURY	NC	28147-9541	166088	920 BRIGGS RD	1.69
GAINES KIMBERLY LEIGH & SPOUSE	HARP ANN MARIE	5675 NC 152 W		CHINA GROVE	NC	28023-6791	234 011	0 OLD FOUTZ FARM RD	3.4
GARNEY JAMES J	GARNEY MARGARET R	4220 FRANKLIN ST		CHINA GROVE	NC	28023	246A03504	4220 FRANKLIN ST	1.49
GEORGIOU MARGARET	% MCCABES RESTAURANT	902 NANCE ST		KANNAPOLIS	NC	28083	150 180	316 BROOKDALE ST	60.7
GEORGIOU MARGARET N		902 NANCE ST		KANNAPOLIS	NC	28083	150 135	803 N CANNON BLVD	73.31
GEORGIOU NIKOLAOS V		902 NANCE ST		KANNAPOLIS	NC	28083-3851	021 108	1609 W INNES ST	27.97
GEORGIOU NIKOLAOS V		902 NANCE ST		KANNAPOLIS	NC	28083-3851	021 109	0 W INNES ST	30.68
GEORGIOU NIKOLOAS V & WF	GEORGIOU MARGARET ETAL	902 NANCE ST		KANNAPOLIS	NC	28083	249C002	2126 W C ST	18.94
GEORGIOU NIKOLOAS V & WF	GEORGIOU MARGARET ETAL	902 NANCE ST		KANNAPOLIS	NC	28083	249C004	2124 W C ST	4.38
GILLESPIE PAUL GREGORY	SHERRIL WHITNEY NIKOLE	2187 TRAIL AVE		KANNAPOLIS	NC	28081-9616	249D027	2187 TRAIL AVE	2.23
GLASER RICHARD A		12 WILMONT TURN		CORAM	NY	11727-1034	606H019	943 SUNSET POINTE DR	14.01
GLASPIE GEORGIANA NMN		202 LUMBER ST		KANNAPOLIS	NC	28083-9396	176601	PERSONAL PROPERTY	1.04
GODFREY MICHAEL C &WF	GODFREY MARCELYN F	106 TANGLEWOOD DR		KANNAPOLIS	NC	28081	249B071	0 TANGLEWOOD DR	1.24
GODFREY MICHAEL C &WF	GODFREY MARCELYN F	106 TANGLEWOOD DR		KANNAPOLIS	NC	28081	249B405	106 TANGLEWOOD DR	6.73
GONZALES PATRICIA V	WE BUILD & DEVELOP LLC	21821 RODAX ST		CANOGA PARK	CA	91304-2538	026 156	0 BOUNDARY ST	2.85
GOODMAN HUBERT RANDY		10201 OLD BEATTY FORD RD		ROCKWELL	NC	28138-8401	109207	PERSONAL PROPERTY	1.15
GOODMAN HUBERT RANDY		10201 OLD BEATTY FORD RD		ROCKWELL	NC	28138-8401	375 026	10201 OLD BEATTY FORD RD	11.33
GOODMAN JOHN MACK		2130 CORRIHER SPRINGS RD		MOORESVILLE	NC	28115-7317	219 040	2130 CORRIHER SPRINGS RD	6.61
GOODMAN MILLWORK INC		PO BOX 859		SALISBURY	NC	28145-0859	166256	201 LUMBER ST	48.3
GOULDMAN BOBBY EDWARD		114 WHITE AVE		KANNAPOLIS	NC	28081	249C039	114 WHITE AVE	2.75
GRAHAM DAVID LEE		5050 WOODSIDE ST		KANNAPOLIS	NC	28081	209 201	0 COOPER RD	15
GRAHAM RONALD		PO BOX 624		CAROLINA BEACH	NC	28428	052 107	0 N LONG ST	2.42
GRAHAM WYATT FLOYD JR		1980 SLOAN RD		MOUNT ULLA	NC	28125-8795	569 002	0 SLOAN RD	77.72
GRAY MATTHEW R	GRAY PAMELA F	1114 S ZION ST		LANDIS	NC	28088-2036	157 066	1114 S ZION ST	9
GREENING ALLYN-JO		3219 RUNNEYMEDE ST SW		CONCORD	NC	28027-2723	207D095	350 WAGON WHEEL WAY	7.57
GREGORY M ALCORN		118 S MAIN ST STE B		SALISBURY	NC	28144-4955	010 082	310 W HORAH ST	25.03
GRIGGS PROPERTIES		213 IDLEWOOD DR		KANNAPOLIS	NC	28083	151 021	1205 JIMMY AVE	6.46
GRIGGS PROPERTIES		213 IDLEWOOD DR		KANNAPOLIS	NC	28083	159 007	105 W 19TH ST	6.56
GRIGGS PROPERTIES		213 IDLEWOOD DR		KANNAPOLIS	NC	28083	160 163	106 W 20TH ST	5.78
GROVES RONALD WAYNE &WF	GROVES SHARON MCCLUNG	120 AUTUMN GLENN DR		ROCKWELL	NC	28138-5609	374D025	120 AUTUMN GLEN DR	3.28
GUTHRIE BARBARA		604 RIVER BIRCH DR		SALISBURY	NC	28146-7490	403L059	604 RIVER BIRCH DR	20.77
GUTIERREZ JOAQUIN MOSQUEDA		408 E 12TH ST		KANNAPOLIS	NC	28083	150 083	408 E 12TH ST	14.3
GUTTERSON DAVID PAUL JR		170 WILDLIFE ACCESS RD		RICHFIELD	NC	28137	530A019	170 WILDLIFE ACCESS RD	3.32
H L RUTH III PA	COURTNEY JESSICA R	PO BOX 2087		CONCORD	NC	28026	374A029	529 CARTER LOOP RD	1693.28
HAGER SYLVIA D	HAGER SYLVIA D	2525 BRADSHAW RD		MOORESVILLE	NC	28115-8389	212 066	2525 BRADSHAW RD	13.15
HALL DEANN		310 BOATING TER		SALISBURY	NC	28146-7585	500B496	310 BOATING TER	12.53
HAMPTON EDWARD F & WF	HAMPTON RACHELLE A	11417 WINDING WAY RD		CHARLOTTE	NC	28226	156 291	0 PSALM ST	1.14
HANKINPACK	CUTHBERTSON CARRIE ETAL	5955 CARNEGIE BLVD SUITE 350		CHARLOTTE	NC	28209	250 097	705 E MAIN ST	1377.48
HANSHAW TAMELA	HANSHAW TAMELA LYNN	7885 BARNCLIFF CT		KANNAPOLIS	NC	28081	248 102	7885 BARNCLIFF CT	71.62
HARDISON JOEL D		1335 HINSDALE AVE		MOUNT ULLA	NC	28125	558A068	1335 HINSDALE AVE	41.41
HARRILL RONALD FRANK JR		210 BAXTER RD		SALISBURY	NC	28146-1566	112438	PERSONAL PROPERTY	9.38
HAYES MICHAEL W &WF	HAYES FELICIA A	2519 W C ST		KANNAPOLIS	NC	28081	249B139	2519 W C ST	7.4
HEAD MILAS E JR	HEAD ELLEN	1006 CALLIE ST		KANNAPOLIS	NC	28081	1481012	1006 CALLIE ST	8.53

HELMS LAW GROU PA	KOPPE KELLY O	PO DRAWER 99		MONROE	NC	28111-0099	267 055	305 JOHNSTONE RD	20.98
HELMUTH DANIEL O & WF	HELMUTH KATIE ANN	14090 COOL SPRINGS RD		CLEVELAND	NC	27013	724 025	14090 COOL SPRINGS RD	13.8
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A015	1180 GRAHAM WOODS DR	1.82
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A016	1160 GRAHAM WOODS DR	1.73
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A017	1140 GRAHAM WOODS DR	1.82
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A018	1120 GRAHAM WOODS DR	1.82
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A019	1080 GRAHAM WOODS DR	1.42
HERRING WALTER GLENN JR & WF	HERRING DEBRA S	253 SUNDOWN RD		MOORESVILLE	NC	28117-0000	570A020	1030 GRAHAM WOODS DR	1.82
HINSON FAULK PA	REAL ESTATE TRUST ACCT	403 GILEAD RD STE J		HUNTERSVILLE	NC	28078	065J037	0 SHAY CROSSING RD	1.66
HOFFMAN JAMES P JR & WF	HOFFMAN DEBORAH K	416 W KERR ST		SALISBURY	NC	28144	006 382	416 W KERR ST	9.81
HOFFMAN VIVIAN ERWIN	ROBERT LAURA KRISTIN	385 HOFFMAN LN		SALISBURY	NC	28147-9786	305 051	385 HOFFMAN LN	7.56
HOFFNER BROTHERS DAIRY LLC		610 KETCHIE RD		MOUNT ULLA	NC	28125-9685	166661	610 KETCHIE RD	20.96
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 001	0 KETCHIE RD	6.22
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 013	0 KETCHIE RD	1.05
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 033	610 KETCHIE RD	12.43
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 035	2895 HALL RD	3.64
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 046	500 KETCHIE RD	3.4
HOFFNER BROTHERS DAIRY LLC		610 KETHCIE RD		MOUNT ULLA	NC	28125-9685	550 051	0 KETCHIE RD	1.34
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 062	0 RAILROAD ST	25.58
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 122	0 NORTH ST	1
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 126	0 SHAVER ST	1.26
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 127	0 NORTH ST	1
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 128	0 NORTH ST	1
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 129	0 NORTH ST	1
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	028 130	0 NORTH ST	1.77
HOLMES IRON & METAL INC		629 N LONG ES ST		SALISBURY	NC	28144-9525	166678	629 N LONG ST	10.03
HOLSHOUSER BILLY R		8645 CASTOR RD		SALISBURY	NC	28146	420 075	8645 CASTOR RD	4.59
HOLSHOUSER JEFFREY PAUL		8485 CASTOR RD		SALISBURY	NC	28146-9107	420 073	8485 CASTOR RD	11.14
HOLSHOUSER MICHAEL DEAN	HOLSHOUSER JULIA DAWN	355 ST PETERS CHURCH RD		GOLD HILL	NC	28071-6676	368 007	0 ST PETERS CHURCH RD	5.64
HOLT MICHAEL O		209 YOST FARM RD		SALISBURY	NC	28146	354B128	209 YOST FARM RD	1615.65
HORTON MEREDITH GASTON		435 LAKE POINTE LN		SALISBURY	NC	28146-6932	175152	PERSONAL PROPERTY	81.63
HOT DIGGITY DOG	FARM EQUIP	355 HILL FARM RD		GOLD HILL	NC	28071-6684	169746	355 HILL FARM RD	10.14
HOUGH NATHAN MICHAEL &	HOUGH DANIELLE JONES	175 BETH DR		CHINA GROVE	NC	28023	138 038	175 BETH DR	1006.64
HOUSTON JOHN A		PO BOX 125081		SAN DIEGO	CA	92112	280 019	0 VERSAILLES RD	1.66
HOUSTON JOHN A	HOUSTON CHARLOTTE CLARKE ETAL	PO BOX 125081		SAN DIEGO	CA	92112-0000	280 056	0 SERENITY DR	2.54
HOWDYSHELL WILLIAM D		708 CHINA GROVE RD		KANNAPOLIS	NC	28083	145A033	708 CHINA GROVE RD	9.68
HUBBARD PIPE & SUPPLY INC	DBA RUEHLEN SUPPLY CO.	PO BOX 1570		FAYETTEVILLE	NC	28302-1570	176306	2211 MAIN ST	4.5
HUNEYCUTT LAW PLLC		PO BOX 309		LOCUST	NC	28097	420 236	2675 ARTZ RD	3596.71
HUNEYCUTT LAW PLLC		PO BOX 309		LOCUST	NC	28097	420 275	0 ARTZ RD	92.48
HUNEYCUTT PAUL R	HUNEYCUTT MINERVA S	PO BOX 452		CHINA GROVE	NC	28023	115 046	1180 DEADWOOD DR	11.93
HUTCHINSON C GREG		117 COACH RIDGE TRL		MATTHEWS	NC	28105	505 091	630 CATFISH RD	13.45
IJAMES ADINE ERIKA	IJAMES ADINE E TRUSTEES	103 MAGNOLIA DR		SALISBURY	NC	28147	329B105	103 MAGNOLIA DR	16.7
IJAMES DOVIE G	IJAMES DOVIE	4559 FOSTER RD		CLEVELAND	NC	27013	719 026	4559 FOSTER RD	1.78
IMOYA INVESTMENTS LLC	TRAUTMAN HEINRICH	PO BOX 309		SOUTHMONT	NC	27351-0309	159 142	212 W 13TH ST	8.49
INNOSPEC	SA WEST POINT LLC	500 HINKLE LANE		SALISBURY	NC	28144	450A028	615 INDUSTRIAL AVE	31614.72
IRA CLUB		PO BOX A3535		CHICAGO	IL	60690	031 013	703 7TH ST	12.27
J.J KANE AUCTIONEERS		33 INVERNESS CENTER PKY		BIRMINGHAM	AL	35242	116 012	640 ROCK LN	38.1
JAKUPOVIC ISLAM & WF	JAKUPOVIC SUADA H	2855 AIRPORT RD		SALISBURY	NC	28147	467 086	2855 AIRPORT RD	8.51
JAMES JIMMY DWAYNE		2050 ORGAN CHURCH RD		ROCKWELL	NC	28138	374C087	2046 ORGAN CHURCH RD	2.59
JESSE'S GRADING & EXCAVATION LLC		104 DAMSENBERRY WAY		CHINA GROVE	NC	28023-9427	180813	104 DAMSENBERRY WAY	3.53
JOHNSON JOSEPH O	%MARAGRET JOHNSON	318 S OAKWOOD DR		STATESVILLE	NC	28677-5947	709 012	4330 NEEDMORE RD	1.45
JOHNSON RALPH S		635 YOUNG RD		SALISBURY	NC	28144	119473	PERSONAL PROPERTY	8.87
JOHNSTONE FARMS LLC	FARM EQUIPMENT	1144 FOREST OAKS DR		SALISBURY	NC	28146-9358	180752	1490 HOLSHOUSER RD	3.62
JOHNSTONE FARMS LLC	JOHNSTONE KELLY NICOLE	1144 FOREST OAKS DR		SALISBURY	NC	28146-9358	376 105	1490 HOLSHOUSER RD	5.96
JONES DAVID WAYNE		8275 UNITY CHURCH RD		KANNAPOLIS	NC	28081	241 025	0 UNITY CHURCH RD	3.87

JONES DAVID WAYNE	JONES ANNA TROUTMAN	8275 UNITY CHURCH RD		KANNAPOLIS	NC	28081-8562	248 004	8303 UNITY CHURCH RD	66.04
JONES ENTERPRISES GQ LLC		PO BOX 498		GRANITE QUARRY	NC	28072	016 073	511 PARK AVE	13.4
JONES MARGARET R		PO BOX 179		EAST SPENCER	NC	28039	024 060	917 S LONG ST	6.29
JONES MARVIN ALEXANDER JR		860 LAKEVIEW RD		SALISBURY	NC	28147-8002	453 103	860 LAKEVIEW RD	15.62
KADELA JEROME J &WF	KADELA BONNIE M	1070 WESTLAKE DR		KANNAPOLIS	NC	28081-8149	141B112	1070 WESTLAKE DR	31.66
KALOGEROMITROS BROTHERS PROPERTIES	BLUE BAY SEAFOOD RESTAURANT	2050 STATESVILLE BLVD		SALISBURY	NC	28147	165655	1007 E INNES ST	3.84
KALOGEROMITROS BROTHERS PROPERTIES	BLUE BAY SEAFOOD RESTAURANT	2050 STATESVILLE BLVD		SALISBURY	NC	28147-1408	169704	2050 STATESVILLE BLVD	6.11
KARRIKER MICHELLE HUFFMAN		250 HALL RD		MOUNT ULLA	NC	28125	761 007	250 HALL RD	13
KEENER JOSEPH		1050 COPPERGATE DR		SALISBURY	NC	28147	201A048	1050 COPPERGATE DR	17.81
KEHLOR ROBERT		5430 MORRIS HUNT DR		FORT MILL	SC	29708-6523	065J004	128 SHAY CROSSING RD	19.75
KEITH-PERRY LLC		PO BOX 20250		RALEIGH	NC	27619	006 386	523 N ELLIS ST	24.55
KENDALL LLOYD RICKEY		625 TANNER RD		RICHFIELD	NC	28137	527 054	625 TANNER RD	1.6
KEPLEY BOBBY RAY		1625 SELLS RD		SALISBURY	NC	28144-9444	321 113	1625 SELLS RD	14.34
KEPLEY GRIFFIN	GLB CONSTRUCTION	250 CLIFF EAGLE RD		SALISBURY	NC	28146-7744	178097	250 CLIFF EAGLE RD	130.62
KEPLEY JEFFREY L		1109 ROSS MEADOWS DR		ROCKWELL	NC	28138	438A031	1109 ROSS MEADOWS DR	4.36
KERLEY WANDA C	SPARKS WANDA L	13725 COOL SPRINGS RD		CLEVELAND	NC	27013-9726	730 012	13725 COOL SPRINGS RD	2
KEVIN C LINK ATTY		1 BUFFALO AVE NW STE 3305		CONCORD	NC	28025	104 041	616 S FRANKLIN ST	110
KIMBALL MHP II LLC	BRADLEY RICHARD	PO BOX 470941		CHARLOTTE	NC	28247-0000	105 039	320 S US 29 HWY	20.28
KIMBRELLS EXECUTIVE OFFICE	INC	PO BOX 11117		CHARLOTTE	NC	28220-1117	167191	2141 STATESVILLE BLVD	1.01
KING H FRANK III	KING BARBARA H	675 KING RD		SALISBURY	NC	28146-2508	638 035	675 KING RD	33.01
KINLEY JAMES G		2555 NEEDMORE RD		WOODLEAF	NC	27054	709 155	4785 NEEDMORE RD	1.32
KIRKMAN JANICE M		1170 COUNTRY STROLL LN		MOORESVILLE	NC	28115-6768	227A025	1170 COUNTRY STROLL LN	8.32
KIRKSEY MICHAEL E		310 TOBAS RD		ROCKWELL	NC	28138-6740	523 074	0 REEDY CREEK RD	8.58
KISER KENNETH LEE SR	KISER BRENDA STILLER	1205 WEBB RD		SALISBURY	NC	28146-6840	409 009	1205 WEBB RD	6.36
KISER KENNETH LEE SR	KISER BRENDA STILLER	1205 WEBB RD		SALISBURY	NC	28146-6840	415 118	750 SAFRIT RD	1.23
KNIPP LAW OFFICE	SNOWDEN HEATHER A	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	353F046	104 BROOKSTONE WAY	26.42
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	407A048	4170 TREXLER ST	1655.74
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	370 108	1835 EMANUEL CHURCH RD	20.94
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	158 162A	1906 GLENWOOD ST	11.84
KNIPP LAW OFFICE PLLC	MOORE JANICE	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	512 006	0 RIBELIN RD	22.46
KNIPP LAW OFFICE PLLC	OKELLY ANGELA C	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	249B245	7720 HOWARD AVE	8.12
KNIPP LAW OFFICE PLLC	STOELTING MICHELLE	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	464B094	134 SPICEWOOD LN	1786.42
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	065J007	156 SHAY CROSSING RD	3160.01
KNIPP LAW OFFICE PLLC IOLTA	PERKINS CHRISTINE H	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	143 016	1904 TROUTMAN HILL RD	5.78
KNIPP LAW OFFICE PLLC IOLTA ACCOUNT		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	100 082	508 W KETCHIE ST	22.42
KNIPP LAW OFFICE PLLC IOLTA ACCOUNT	FOX TAMMY	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	104 001	0 S MYRTLE AVE	3.03
KNIPP LAW OFFICE PLLC IOLTA ACCOUNT		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	016 075	517 PARK AVE	12.32
KNIPP LAW OFFICE PLLC IOLTA ACCT	WESLEY TYLER	8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	114H001	824 W STOKES ST	1990.29
KNOX GRAIN FARMS	KNOX J BENJAMIN CO TRUSTEES	3485 AMITY HILL RD		CLEVELAND	NC	27013	280 011	3485 AMITY HILL RD	24.78
KNOX GRAIN FARMS	KNOX J BENJAMIN TRUSTEES	3485 AMITY HILL RD		CLEVELAND	NC	27013-0000	262 034	0 KNOX RD	1.9
KNOX GRAIN FARMS	KNOX J. BENJAMINE	3485 AMITY HILL RD		CLEVELAND	NC	27013-9258	279 010	0 KNOX RD	2.3
KNOX GRAIN FARMS		3485 AMITY HILL RD		CLEVELAND	NC	27013	279 020	0 KNOX RD	1.24
KNOX GRAIN FARMS		3485 AMITY HILL RD		CLEVELAND	NC	27013-9258	167252	3485 AMITY HILL RD	32.53
KNOX ROBERT E		153 HAWKINS LOOP		SALISBURY	NC	28144	324 146	153 HAWKINS LOOP	6.81
KOONTZ & SMITH ATTORNEYS AT LAW		PO DRAWER 1067		SALISBURY	NC	28145	500A434	0 SAPONA DR	96.6
KOONTZ & SMITH ATTORNEYS AT LAW		PO DRAWER 1067		SALISBURY	NC	28145	320B132	420 LARIAT CIR	1219.13
LACKEY LESLIE JANICE		115 CHILDERS RD		MOUNT ULLA	NC	28125-8731	563 019	120 CHILDERS RD	4.3
LACKEY LESLIE JANICE		115 CHILDERS RD		MOUNT ULLA	NC	28125-8731	563 053	115 CHILDERS RD	11.83
LANCASTER, TROTTER & POE PLLC	CONCEPCION ANKRYSTIN PAULINE	4430 PARK RD		CHARLOTTE	NC	28209	028 086	0 ANDREWS ST	613.76
LASSITER DOUGLAS LAWRANCE		3203 WINGED FOOT DR		SALISBURY	NC	28144-0000	002 034A	640 MAHALEY AVE	2431.13
LATURNO BARBARA A		1780 NC 153 HWY		CHINA GROVE	NC	28023-7579	121A085	1780 NC 153 HWY	1.6
LAW OFFICES OF KEVIN C LINK	PAXTON SABRINA A	1 BUFFALO AVENUE NW SUITE 3305		CONCORD	NC	28025	249B007	306 N ENOCHVILLE AVE	2141.59
LEACH TERRY LEWIS JR		1280 FLAT CREEK CHURCH RD		RICHFIELD	NC	28137-6743	601 173	225 TIMBERLAKE CT	1.72
LEATHERMAN GERALDINE SHOAF		320 FOUR OAKS RD		WOODLEAF	NC	27054-9534	801 025	0 FOUR OAKS RD	10.96
LEATHERMAN PROPERTIES	JOHN F LEATHERMAN & ET AL	706 JAKE ALEX BLVD W STE B		SALISBURY	NC	28147-1264	167385	706 JAKE ALEXANDER BLVD	1

LEAVITT MARY T	LEAVITT MARY TERESA	1940 CANNON ST EXT		ROCKWELL	NC	28138-9443	372 075	1940 CANNON ST	1.04
LEDFORD CYNTHIA B & HUS	LEDFORD BILLY G	415 NEWPORT DR		SALISBURY	NC	28144	067 050	655 EARNHARDT RD	19.17
LEDFORD CYNTHIA B & HUS	LEDFORD BILLY G	415 NEWPORT DR		SALISBURY	NC	28144	300A031	415 NEWPORT DR	15.16
LEDFORD CYNTHIA B & HUS	LEDFORD BILLY G	415 NEWPORT DR		SALISBURY	NC	28144	300A054	413 NEWPORT DR	1.74
LERETA LLC	ATN: REFUNDS DEPT	PO BOX 35605		DALLAS	TX	75235	619A008	5865 BRINGLE FERRY RD	1997.51
LEWIS CAROLE SWEATT		1100 POLO AVENUE		KANNAPOLIS	NC	28083	143 102	1021 EBENEZER RD	5.16
LINDE INC 61520		PO BOX 808		TONAWANDA	NY	14151-0808	182380	1709 JAKE ALEXANDER BLVD	427.55
LINDLEY PAMELA & SPOUSE	LINDLEY JOHN	595 MILLER RD		CHINA GROVE	NC	28023-9340	114 290	595 MILLER RD	8.96
LOCKERT CHERYL SMITH		1603 WELLINGTON HILLS CIR		SALISBURY	NC	28147	327C133	1603 WELLINGTON HILLS CIR	22.53
LOEBLEIN DOUGLAS G & WF	LOEBLEIN JANET S	220 STANWYCK RD		SALISBURY	NC	28147	464B136	220 STANWYCK RD	29.72
LOPP JOHN PETER III		1805 BRINGLE FERRY RD		SALISBURY	NC	28146-9217	057B035	1805 BRINGLE FERRY RD	2237.16
LOVE CHIROPRATIC CENTER SALISBURY INC		628 W INNES ST		SALISBURY	NC	28144	006 483	628 W INNES ST	184.18
LOVE JONATHAN S		PO BOX 452		FAITH	NC	28041-0452	412 154	3000 CEMETERY DR	2.93
LSA'S FUTURE LLC		8426 WRIGHT RD		KANNAPOLIS	NC	28081-8993	129A081	1560 S US 29 HWY	7.73
LUIS CRESPO POA		PO BOX 204		LANDIS	NC	28088-0204	123 173	525 KIRK ST	8.84
LUTZEL, BROADWAY & ASSOCIATES		12104 COPPER WAY STE 201		CHARLOTTE	NC	28277	151 135	710 EVELYN AVE	1980.67
LYERLY FERRELL M & WF	LYERLY VICKI B	3445 E RIDGE RD		SALISBURY	NC	28144-1285	127274	PERSONAL PROPERTY	3.62
LYERLY NATHAN	LYERLY DION	2411 TONY TANK LN APT 306		RALEIGH	NC	27613-3860	269 079	250 MT HALL RD	4.17
LYTTON GENEVA M		1425 GODBEY RD		SALISBURY	NC	28147	825 005	0 GODBEY RD	2.2
MADDOX JEAN M &	MADDOX ORANDA M	168 BEECHWOOD DR		SALISBURY	NC	28147	769B030	168 BEECHWOOD DR	3.52
MAIN STREET MISSION		306 S MAIN ST		CHINA GROVE	NC	28023-2424	102 143	316 S MAIN ST	28.49
MANUEL ASHLEY SHANE		630 BRIARCREEK DR		SALISBURY	NC	28146-5510	632 020	0 BRIAR CREEK DR	2
MARINER FINANCE NORTH CAROLINA	MARINER FINANCE	8211 TOWN CENTER DR		BALTIMORE	MD	21236	167619	807 JAKE ALEXANDER BLVD S	2.56
MARK L MCGUIRE PA		PO BOX 67		THOMASVILLE	NC	27361	069 102	0 CROWN POINT DR	885.21
MARTIN KATHY KNOX	MARTIN ALLEN	355 CARLYLE KNOX RD		MOUNT ULLA	NC	28125	567 031	355 CARLYLE KNOX RD	35.06
MARTIN KATHY KNOX	MARTIN ALLEN	355 CARLYLE KNOX RD		MOUNT ULLA	NC	28125	567 037	0 BROWN RD	7.99
MARTIN MALCOLM D & WF	MARTIN RAMONA G	550 FOX HOLLOW LN		SALISBURY	NC	28146-9000	128306	PERSONAL PROPERTY	1.49
MARTINRAY HOLDINGS LLC		114 MORLAKE DR STE 103		MOORESVILLE	NC	28117-9211	825 050	0 GODBEY RD	2.41
MASSEY MILDRED S	MASSEY MILDRED S	3708 PINE KNOLL DR		RALEIGH	NC	27604	458 020	0 JESSE SAFRIT RD	1.68
MATA JOSE ENRIQUE SOTO		6701 N TRYON ST STE A		CHARLOTTE	NC	28213	159 277	1313 FOX AVE	21.06
MATLOCKS USED CARS & PARTS INC		2681 HEART DR		CLAREMONT	NC	28610-8715	167692	16055 COOL SPRINGS RD	31.38
MATRIMONY PROPERTY MGT LLC		2006 BLAIR ST		KANNAPOLIS	NC	28083-0000	028 020	413 N LONG ST	1.95
MAULDIN FAYE O		213 TALON DR		SALISBURY	NC	28147-5900	825 073	175 TALON DR	1.17
MAYBERRY REBECCA L	BARE MICHELLE M	40 MAMA DESSIE LN		TAYLORSVILLE	NC	28681-3660	151 609	802 LOUISE AVE	2041.61
MCCANLESS ROBERT L II &WF	MCCANLESS JANET P	209 EDGEWOOD DR		CHINA GROVE	NC	28023	235 168	209 EDGEWOOD DR	5.53
MCCRARY DENNIS	MCCRARY DEBORAH ETAL	2694 WILSON RD		CHINA GROVE	NC	28023	110 011	2684 WILSON RD	4.61
MCCURDY RICHARD T SR	MCCURDY PATRICIA R	24650 197TH AVE SE		MAPLE VALLEY	WA	98038-8628	825 025	0 PARKS RD	3.51
MCDANIEL BARBARA DIAMOND		180 EAST ST		SALISBURY	NC	28144-0000	322 062	180 EAST ST	2.24
MCINNIS ROBERT ALLEN		7460 JONES RD		SALISBURY	NC	28147	313 041	7460 JONES RD	10.99
MCLAUGHLIN JUDY S	MCLAUGHLIN JUDY S	865 BARRINGER RD		SALISBURY	NC	28147	454 010	865 BARRINGER RD	10.29
MCMANUS MICKEY CARL		160 WAL HOLLOW LN		MOORESVILLE	NC	28115-4286	228 135	160 WAL HOLLOW LN	238.71
MCTRUCK REPAIR LLC	VASQUEZ MANUEL MENDOZA	8907 AVERY MEADOWS DR		CHARLOTTE	NC	28216-0107	053 015	0 CHOATE RD	6.11
MEGA GRANDING LLC		18605 STARCREEK DR STE 102		CORNELIUS	NC	28031	628 159	0 SCOTLAND LN	2.89
MENJIVAR DUGLAS JOEL		2202 AIRPORT RD		SALISBURY	NC	28147-9207	130683	PERSONAL PROPERTY	7.48
MERRITT LAW PLLC	GUILE SANDRA	1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	058 490	0 BROOKMONT AVE	2.81
MERRITT LAW PLLC	RUSH MIRIAM T	1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	068A120	HARREL ST	2.99
MIDTOWN LAW		4800 SIX FORKS ROAD STE 120		RALEIGH	NC	27609	612A049	295 RENDLEMAN DR	13.45
MILAM CINDY COOK	COOK SHIRLEY	920 COOPER RD		SALISBURY	NC	28147-9637	110 022	1495 BARNHARDT RD	13.87
MILLER CALVIN LUTHER		2510 AIRPORT RD		SALISBURY	NC	28147-9210	464C312	2980 AIRPORT RD	8.85
MILLER CARL E JR & WF	MILLER SALLIE G	122 CARDINAL DR		ROCKWELL	NC	28138	635A059	122 CARDINAL DR	3.7
MILLER SHIRLEY SILVER		420 GAITHER DR		SALISBURY	NC	28146-1285	607 042	420 GAITHER DR	149.24
MILLER TOMMY MONROE		1235 EDGEWOOD CT		SALISBURY	NC	28147-9288	467 238	1235 EDGEWOOD CT	23.41
MILLER WILLIAM D & WF	MILLER KATHLEEN D	1885 SURRATT RD		RICHFIELD	NC	28137	519 017	0 SURRATT RD	1.2
MILLER WILLIAM D & WF	MILLER KATHLEEN D	1885 SURRATT RD		RICHFIELD	NC	28137	519 028	1885 SURRATT RD	14.21
MITCHELL EDNA C &	MITCHELL CALVIN F	404 FOREST WINDS DR		SALISBURY	NC	28144-7547	322 261	404 FOREST WINDS DR	6.76

MLH INVESTMENT GROUP	HARRISON MICHELLE	PO BOX 525		HUNTERSVILLE	NC	28070-0525	151 223	1000 GRACE AVE	8.84
MOORE GARY		1048 RIDING TRAIL LN		CONCORD	NC	28027-7716	109 113	310 N BEAVER ST	12.3
MOORE JAMES DAWSON	MOORE CRYSTAL M	325 DAYBROOK DR		LANDIS	NC	28088	109 188	325 DAYBROOK DR	36.85
MOORE JAMES DAWSON	MOORE CRYSTAL M	325 DAYBROOK DR		LANDIS	NC	28088	136D043	1176 STONE CASTLE WAY	4.26
MOORE STEVEN RANDY	EVELYN L PHILLIPS AS COTRUSTEE	408 BRENTWOOD CIR		KANNAPOLIS	NC	28081	158 020	1305 WASHINGTON LN	6.02
MOORMAN MARSHA J		3604 NASSAU DR		AUGUSTA	GA	30909	482 014	0 RAMSUER DR	2.33
MORALES ERIC		1530 MILL WHEEL DR		SALISBURY	NC	28146	184495	1530 MILL WHEEL DR	1.59
MOREHEAD TITLE COMPANY		225 E WORTHINGTON AVE STE 200		CHARLOTTE	NC	28203	470 063	245 FORBES AVE	65.68
MORGAN BETTY JEAN PARHAM		420 CROMER RD		SALISBURY	NC	28146-7160	423 071	420 CROMER RD	14.34
MORGAN KELLY H		10380 OLD CONCORD RD		CHINA GROVE	NC	28023-8640	182037	PERSONAL PROPERTY	2.96
MOROIL CORP	AIRCRAFT ONLY	PO BOX 127		DAVIDSON	NC	28036-0127	183829	MID CAROLINA REGIONAL AIRPORT	7.08
MORRISON DONALD R JR & WF	MORRISON YOLANDA M	1225 FLAT ROCK RD		CHINA GROVE	NC	28023	121D01501	1235 FLAT ROCK RD	1.02
MORRISON MICHAEL J	LEE BRITTANY	409 E 25TH ST		KANNAPOLIS	NC	28083	136A004	3785 OLD BEATTY FORD RD	16.8
MORRISON MICHAEL J		409 25TH ST		KANNAPOLIS	NC	28083	162 045	409 E 25TH ST	11.96
MORRISON MICHAEL JUSTIN		409 E 25TH ST		KANNAPOLIS	NC	28083	135 056	0 BRUNER SLOOP RD	311.55
MORSE MEASUREMENTS LLC	ATTN BOB SIMONS	1163 SPEEDWAY BLVD		SALISBURY	NC	28146-8389	168041	1163 SPEEDWAY BLVD	17.8
MORSE MEASUREMENTS LLC	FAMILY LIMITED PARTNERSHIP	1163 SPEEDWAY BLVD		SALISBURY	NC	28146	401A022	1163 SPEEDWAY BLVD	8.96
MORTON TERRY WAYNE JR	MORTON TABATHA A	8147 UNITY CHURCH RD		KANNAPOLIS	NC	28081-8561	248 249	STARNES FARM RD	3.57
MOSS JAMES EARL & WF	MOSS JULIE LEONARD	1128 CRANBROOK CIR		ASHEBORO	NC	27205-0000	505 083	1565 PANTHER POINT RD	3.51
MOTLEY THOMAS JAMES III		485 BAYMOUNT DR		SALISBURY	NC	28144	035 094	226 N YADKIN AVE	5.01
MOTORSPORTS PROPERTIES INC		PO BOX 1144		MOORESVILLE	NC	28115	239 005	804 PERFORMANCE RD	19.34
MOTORSPORTS PROPERTIES INC		PO BOX 1144		MOORESVILLE	NC	28115	239 068	806 PERFORMANCE RD	15.24
MOTORSPORTS PROPERTIES INC		PO BOX 1144		MOORESVILLE	NC	28115	239 087	802 PERFORMANCE RD	26.36
MOWERY ROBIN CORRIHER		790 CRICKET LN		MT ULLA	NC	28125-0000	205 071	790 CRICKET LN	10.6
MOWERY ROBIN CORRIHER		790 CRICKET LN		MT ULLA	NC	28125-0000	205 072	CRICKET LN	1.18
MR OR MRS DERBY HOLSHOUSER		2015 MOORESVILLE RD		SALISBURY	NC	28147-8814	462 156	0 ROWAN MILL RD	2.11
MSMC HOLDINGS LLC		2920 CORRIHER GRANGE RD		MT ULLA	NC	28125	205 050	2960 CORRIHER GRANGE RD	10.01
MSMC HOLDINGS LLC		2920 CORRIHER GRANGE RD		MT ULLA	NC	28125	212 048	0 CORRIHER GRANGE RD	4.05
MT CALVARY HOLY CHURCH OF AMERICA INC		PO BOX 1401		SALISBURY	NC	28145	015 455	642 S SHAVER ST	37.96
MULLIS ELIZABETH JACKSON		1335 OLIVER RD		ROCKWELL	NC	28138	386A006	1335 OLIVER RD	1.3
MUSCHENHEIM MICHAEL KARL	MUSCHENHEIM ELLEN GRACE	110 OCEAN PARK BLVD UNIT 405		SANTA MONICA	CA	90405-3560	612 124	420 SKYSAIL RD	45.41
MYERS SANDRA C	MYERS JOHN MARVIN	PO BOX 52		LAUREL SPRINGS	NC	28644	231 017	0 SHINN FARM RD	2.1
NAGY CHARLES F		660 RED LEAF LN		CHINA GROVE	NC	28023-0000	249B049	0 DAWSON ST	2.25
NANCE & OVERBEY, PLLC		214 E INNES ST		SALISBURY	NC	28144	465A049	200 BRIGGS RD	1.84
NANCE & OVERBY PLLC	SIMS BARBARA B HEIRS	214 E INNES ST		SALISBURY	NC	28144	003 122	600 BROWNRIGG RD	5.17
NANCE & OVERBY, PLLC	SIMS BARBARA B HEIRS	214 E INNES ST		SALISBURY	NC	28144	003 134	540 CLUB HOUSE DR	62.06
NASH MANAGEMENT LLC		2210 HEILIG RD		SALISBURY	NC	28146	014 372	1823 S MAIN ST	17.33
NASH MANAGEMENT LLC		2210 HEILIG RD		SALISBURY	NC	28146	014 373	1819 S MAIN ST	19.86
NASH MANAGEMENT LLC		2210 HEILIG RD		SALISBURY	NC	28146	014 379	0 S OLD MAIN ST	4.11
NASH MANAGEMENT LLC		2210 HEILIG RD		SALISBURY	NC	28146	014 380	1834 S OLD MAIN ST	2.95
NASH MANAGEMENT LLC		2210 HEILIG RD		SALISBURY	NC	28146	014 381	1838 S OLD MAIN ST	2.05
NASH SAMUEL A & WF	NASH JOAN D	2210 HEILIG RD		SALISBURY	NC	28146	403 057	2210 HEILIG RD	38.39
NASSEN AMERICA AYALA		1206 POPLAR GLEN DR		KANNAPOLIS	NC	28083	143B001	1206 POPLAR GLEN DR	12.08
NEEDHAM ALLEN HOWARD		6017 HILL TOP		KANNAPOLIS	NC	28081	122A00201	240 BEAVER RD	5.78
NELSON E MICHAEL		207 VALLEYVIEW RD		MOORESVILLE	NC	28117-0000	214 017	0 MOORESVILLE RD	2.42
NELSON E MICHAEL		207 VALLEYVIEW RD		MOORESVILLE	NC	28117-0000	214 018	16985 MOORESVILLE RD	5.57
NEPONUCENO J GARCIA		624 W 22ND ST		KANNAPOLIS	NC	28081-9006	155 194	624 W 22ND ST	2565.61
NESBITT LARRY D	NESBITT LARRY D	320 LUTHER BARGER RD		SALISBURY	NC	28146	630 164	320 LUTHER BARGER RD	18.64
NETCO, INC ESCROW ACCOUNT	SMITH WENDY BUMGARNER	1061 PERUQUE CORSSING CT		OFALLON	MO	63366	114C110	826 MITCHELL AVE	1594.85
NICHOLS DENNIS J		2825 W INNES ST		SALISBURY	NC	28144-0763	325 036	2825 W INNES ST	13.88
NORWOOD, ARMSTRONG & STOKES PLLC		4806 PARK RD, SECOND FLOOR		CHARLOTTE	NC	28209	069 102	0 CROWN POINT DR	8.99
ODDIE ROBERT LEON		2890 ODDIE RD		SALISBURY	NC	28146	624 002	0 ODDIE RD	42.66
ONEAL JAMES D & WF	ONEAL LINDA	402 N ENOCHVILLE AVE		KANNAPOLIS	NC	28081	245A048	402 N ENOCHVILLE AVE	5.4
OSBORNE MILDRED L		182 RYAN ST		SALISBURY	NC	28144	018 067	182 RYAN ST	4.63
OSBORNE MILDRED L		182 RYAN ST		SALISBURY	NC	28144	018 209	0 S MARTIN LUTHER KING JR AVE	1.31

OWENS PHYLLIS T	BILES JOYCE BERRY, OWENS JOSEPH C	135 S GIFFORD LN		RICHFIELD	NC	28137-5761	530D058	145 S GIFFORD LN	10.04
P & L BUTLER GROUP LLC		PO BOX 836		SALISBURY	NC	28145-0836	030 215	S SALISBURY AVE	2.53
PACE REAL ESTATE, LLC	C/O RHA HEALTH SERVICES	1819 PEACHTREE RD NE STE 450		ATLANTA	GA	30309	068A035	219 MYRON PL	41.23
PACE REAL ESTATE, LLC	C/O RHA HEALTH SERVICES	1819 PEACHTREE RD NE		ATLANTA	GA	30309	360 038	6320 E NC 152 HWY	49.25
PACE REAL ESTATE, LLC	ATTN: ZACHARY SHORT	1819 PEACHTREE RD NE STE 450		ATLANTA	GA	30309	180518	211 ROSEMAN LN	4.81
PAGE ARRETHA L		102 EDGEWOOD DR		CHINA GROVE	NC	28023	235 108	102 EDGEWOOD DR	13.33
PAGE MARCIE JOANN & HUS	BLYTHE JAMES LLOYD	2323 ELLERBE DR		KANNAPOLIS	NC	28083-0000	372 026	378 HOWARD ST	2.49
PARADISE LAWN SERVICE INC		425 EL CAMINO DR		SALISBURY	NC	28146	174416	425 EL CAMINO DR	8.92
PARRIN RICHARD S	DAVIS MATTHEW A & WF LAUREN	13700 DELSTONE DR		HUNTERSVILLE	NC	28078-3284	160 015	401 W 22ND ST	11.84
PATTERSON JAMES TRENT & WF	PATTERSON WANETTE L	438 OSTWALT AMITY RD		TROUTMAN	NC	28166	121B191	195 SLOOP ST	20.61
PATTISON SIGN GROUP INC		520 W SUMMIT HILL DR STE 702		KNOXVILLE	TN	37902	168412	511 JAKE ALEXANDER	5.86
PAUL KAY MURPHY		152 S MILFORD DR		SALISBURY	NC	28144-2271	333 058	152 S MILFORD DR	27.11
PEDULLA MATERIALS AND	LANDSCAPE SUPPLY LLC	1275 SHINN FARM RD		MOORESVILLE	NC	28115	176606	9215 W NC 152 HWY	11.08
PEELER MARKUS BLAIR		380 VARNADORE RD		SALISBURY	NC	28146	631 106	7275 STOKES FERRY RD	1.59
PENDLETON WANDA L		3602 S PENINSULA DR APT 201		PORT ORANGE	FL	32127	2.43E+09	495 FOREST VIEW DR	2.02
PENNYMAC LOAN SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063-0156	037 039	111 PINECROFT LN	2626.34
PENROD MEDICAL EQUIPMENT LLC	PENROD MEDICAL EQUIPMENT	1706 W INNES ST		SALISBURY	NC	28144-2554	168789	1806 W INNES ST	4.04
PETTY CATHERINE DENISE		170 STERNBRIDGE DR		ROCKWELL	NC	28138-7410	374C090	175 STERNBRIDGE DR	2.24
PHILLIPS BERD F JR & WF	PHILLIPS JOAN B	855 NEY ST		KANNAPOLIS	NC	28083-8300	133A063	855 NEY ST	5.94
PHILLIPS SHANNON	PHILLIPS SHANNON	817 LAURAL ST		CHINA GROVE	NC	28023	176169	PERSONAL PROPERTY	1.11
PICKETT THOMAS JOHNSON	WEHRLE-PICKETT KAREN SUE	103 SAINT JOHNS DR		SALISBURY	NC	28144	304 069	103 ST JOHNS DR	50.77
PIGG NANCY ANN WEBB	PIGG DEWAYNE A	400 WARIOTO WAY APT 709		ASHLAND CITY	TN	37015-1377	410 015	0 SAFRIT RD	15.06
PINNACLE BANK	ATTN AP/EQUIP FINANCE	150 3RD AVE S STE 900		NASHVILLE	TN	37201-2034	173773	825 BEAGLE CLUB RD	3.72
PIVOT PHYSICAL THERAPY	PIVOT PHYSICAL THERAPY	501 FAIRMONT AVE STE 302		TOWSON	MD	21286	184591	1523 E INNES ST	5.29
PLANTATION RIDGE PARTNERSHIP		301 N MAIN ST		SALISBURY	NC	28144	201A103	1210 COPPERGATE DR	228.05
PLANTATION RIDGE PARTNERSHIP		301 N MAIN ST		SALISBURY	NC	28144	201A104	1180 COPPERGATE DR	228.05
PLANTATION RIDGE PARTNERSHIP		301 N MAIN ST		SALISBURY	NC	28144	458D008	1168 N LILAC LN	2684.05
PLATT RAYMOND L &WF	PLATT JILL PICKLER	503 SAINT JOHNS DR		SALISBURY	NC	28144	304 149	503 ST JOHNS DR	19.91
PLEASANTS DIANE S	PLEASANTS DIANE	2350 LEONARD RD		SALISBURY	NC	28146	601 059	2350 LEONARD RD	8.17
PLEASANTS DIANE S	PLEASANTS DIANE	2350 LEONARD RD		SALISBURY	NC	28146-2478	601 060	0 LEONARD RD	1.59
PLEASANTS DIANE S	PLEASANTS DIANE	2350 LEONARD RD		SALISBURY	NC	28146	601 061	0 LEONARD RD	1.59
PLESS CHRISTY M	CANINE DESIGNS	1006 N MAIN ST		KANNAPOLIS	NC	28081-2255	168608	1006 N CANNON BLVD	1.47
PMB CONSTRUCTION COMPANY		PO BOX 778		ROCKWELL	NC	28138	175202	150 PAUL RD	34.48
POKORNY JOHN		112 SUNRISE CIR		MOORESVILLE	NC	28117	163 121	900 N CHAPEL ST	681.51
POOLE OLEE DWAYNE		7614 OLD CONCORD RD		SALISBURY	NC	28146	140228	PERSONAL PROPERTY	84
PRICE ZETA		4360 CHARLESTON DR		WINSTON-SALEM	NC	27127	146 079	1955 MICHELLE DR	14.79
QUADIENT INC	ATTN TAX DEPT	478 WHEELERS FARMS RD		BRIDGEPORT	CT	06461-9105	167586	PERSONAL PROPERTY	7.38
QUB STUDIOS		354 BLUFF LN		SALISBURY	NC	28146	184249	PERSONAL PROPERTY	1.24
R & J FURNITURE XPRESS LLC		1015 N SALISBURY AVE		SPENCER	NC	28159	038 018	1015 N SALISBURY AVE	47.98
R & J FURNITURE XPRESS LLC		1015 N SALISBURY AVE		SPENCER	NC	28159	038 091	1001 N SALISBURY AVE	4.29
RANDALL EMMA GREY		129 COVE CREEK LOOP		MOORESVILLE	NC	28117	421 159	0 JACKSON RD	9.37
RATHBUN MABLE W		1025 PANHANDLE RD		GOLD HILL	NC	28071-9796	522 115	1025 PAN HANDLE RD	15.16
RCTC - 326A110		402 N MAIN ST		SALISBURY	NC	28144	326A110	1209 ARBOR DR	2435.14
REAL ESTATE TRUST ACCOUNT	24 HOUR CLOSING	1320 MATTHEWS-MINT HILL RD		MATTHEWS	NC	28105	015 120	820 S JACKSON ST	1803.71
REECE RACHEL COMBS		501 N ENOCHVILLE AVE		KANNAPOLIS	NC	28081	246A086	501 N ENOCHVILLE AVE	7.6
RENOVA SALON & SPA INC	HENLEY JENNIFER W	1250 SCERCY RD		CHINA GROVE	NC	28023-7616	124 048	1002 POWER ST	13.71
RHA HEALTH SERVICES LLC	C/O RHA HEALTH SERVICES	1819 PEACHTREE RD NE STE 450		ATLANTA	GA	30309	071 013	222 UNION HEIGHTS BLVD	40.21
RHA HEALTH SERVICES LLC	C/O RHA HEALTH SERVICES	1819 PEACHTREE RD NE STE 450		ATLANTA	GA	30309	272 111	112 SMITH ST	14.41
RHA HEALTH SERVICES LLC	ATTN: ZACHARY SHORT	1819 PEACHTREE RD NE STE 450		ATLANTA	GA	30309	180576	195 ERVIN WOODS	1.45
RHYNE JAMES M & WF	RHYNE ANNE C	1103 BUNCH DR		STATESVILLE	NC	28677-3262	725 007	CHENAULT RD	1.79
RICHTER MARGARET L & SPOUSE	RICHTER DAVID B	278 HUTCHINS WAY		SALISBURY	NC	28146-7429	359I135	278 HUTCHINS WAY	8.77
RICKS PATRICIA JONES		PO BOX 244		SALISBURY	NC	28145-0244	008 044	315 LLOYD ST	125.19
RITCHIE LINDA BREEDLOVE		145 MURRAY DR		SALISBURY	NC	28146	612A043	145 MURRAY DR	14.19
ROB NANCE CONSTRUCTION LLC		506 S SALISBURY AVE		SPENCER	NC	28159-2102	032 117	511 S YADKIN AVE	19.61
ROBERTS OXYGEN COMPANY INC		PO BOX 5507		ROCKVILLE	MD	20855	168962	VARIOUS	7.89

ROBINSON DAVID D &	BEAVER DEBORAH C	1207 GRACE AVE		KANNAPOLIS	NC	28083-2836	151 085	1205 GRACE AVE	14
ROCKWELL AUTO & TRACTOR PARTS	INC	PO BOX 638		ROCKWELL	NC	28138-0638	168971	112 DEPOT ST	3.67
ROWAN FUNERAL SERVICES INC		PO BOX 1901		SALISBURY	NC	28145-1901	169050	1709 N LONG ST	2.63
RUDDOCK INVESTMENTS	RUDDOCK SUSAN S	1337 WESTCHESTER DR		HIGH POINT	NC	27262-4563	500A028	450 SAPONA DR	26.37
RUDDOCK INVESTMENTS	RUDDOCK SUSAN S	1337 WESTCHESTER DR		HIGH POINT	NC	27262-4563	500A029	430 SAPONA DR	43.2
RUMPLE DONNA	HILTON THELMA JEAN	136 GOAT TRAIL		CHINA GROVE	NC	28023	133B232	136 GOAT TR	1.72
RUSTIXX LLC	FRALEY PATSY L	12990 TRINITY RD		TRINITY	NC	27370	537 011	0 STOKES FERRY RD	3.47
RWD TRANSPORTATION LLC	DEALS TRUCKING	116 LENTZ ST		ROCKWELL	NC	28138-8806	165417	116 LENTZ ST	4.96
SAFRIT CANDICE FOX		190 ROGERS RD		CHINA GROVE	NC	28023	429 019	190 ROGERS RD	1.54
SAFRIT JEFFREY S & WF	SAFRIT CANDICE F	190 ROGERS RD		CHINA GROVE	NC	28023	429 053	190 ROGERS RD	18.56
SAFRIT JEFFREY SCOTT & WF	SAFRIT CANDICE F	190 ROGERS RD		CHINA GROVE	NC	28023-6805	482B099	5955 SOUTHERN LN	5
SALISBURY EYECARE AND EYEWEAR	OD PLLC	205 E COUNCIL ST STE B		SALISBURY	NC	28144	169232	205 E COUNCIL ST	23.39
SANTANA LUIS D	HERNANDEZ JUANA	4425 COULWOOD CIR		CONCORD	NC	28027-9691	162 054	314 E 26TH ST	19.52
SANTANA LUIS DE JESUS	HERNANDEZ JUANA	4425 COULWOOD CIR		CONCORD	NC	28027-9691	162 043	400 E 26TH ST	21.62
SANTOS JOHANNA A DE LOS		1802 WEST A ST		KANNAPOLIS	NC	28081-9314	155 175	1802 W A ST	563
SAPP CHARLES BRUCE & WF	SAPP SHARON B	1125 JACKSON RD		SALISBURY	NC	28146-0336	420 136	1125 JACKSON RD	8.48
SAULS SEISMIC LLC		2879 ALTON WAY		BIRMINGHAM	AL	35210-4327	169296	1115 OLD CONCORD RD	11.71
SAUNDERS & GOFORTH ATTORNEYS AT LAV	NUNN MICHAEL FRANKLIN	130 WEST KERR STREET		SALISBURY	NC	28144	639 034	950 SHORE ACRES RD	2.06
SAXON JAMES S	SAXON SHARON F	265 VERLEN DR		SALISBURY	NC	28146	423 294	265 VERLEN DR	1018.21
SCARBOROUGH JUSTIN CALEB & WF	SCARBOROUGH LARA MARIE	295 DOROTHY DR		CHINA GROVE	NC	28023-5805	210A022	295 DOROTHY DR	77.79
SCHNEIDER ROBYN	SCHNEIDER ROBYN	1401 ROCK RIDGE CT		HERNDON	VA	20170-2884	646A060	220 KNOLLWOOD DR	3033.05
SEE PROPERTY MANAGEMENT LLC		209 FOREST GLEN DRIVE		SALISBURY	NC	28144-7206	010 130	228 W COUNCIL ST	60.12
SELF JAMES T & WF	SELF ASHLEE H	2325 GOLD KNOB RD		SALISBURY	NC	28146	636 028	0 GOLD KNOB RD	7.32
SELF JAMES T & WF	SELF ASHLEE H	2325 GOLD KNOB RD		SALISBURY	NC	28146	636 089	0 T BROWN RD	6.77
SENIOR VENTURES & MANAGEMENT INC	LEASED EQUIP/SENIOR VENTURES&	1285 WEST A STREET		KANNAPOLIS	NC	28081	167095	1285 W A ST	6.86
SHAW JEFFERY BLAKE		1110 EMERALD BAY DR		SALISBURY	NC	28146-1590	177564	PERSONAL PROPERTY	1.07
SHELBY PETHEL & HUDSON P		122 N LEE ST		SALISBURY	NC	28144-5052	174189	122 N LEE ST	5.2
SHELBY PETHEL HUDSON		122 N LEE ST		SALISBURY	NC	28144	760 057	0 BEAR POPLAR RD	41.29
SHELBY, PETHEL & HUDSON PA		122 N LEE ST		SALISBURY	NC	28144	420B107	0 LEEWOOD LN	28.49
SHELBY, PETHEL & HUDSON PA		122 N LEE ST		SALISBURY	NC	28144	420B117	190 RATTLESNAKE ST	28.49
SHELTON REX VERNON		990 MAHALEY RD		SALISBURY	NC	28146-2226	147846	PERSONAL PROPERTY	24.09
SHELTON ROBERT	SHELTON CHRISTINA MARIE	310 DARRELL WHITLEY LN		SALISBURY	NC	28147-6531	766 064	310 DARRELL WHITLEY LN	27.94
SHEPARD LAW PLLC		8620 CLIFF CAMERON RD STE 190		CHARLOTTE	NC	28269	066 050	1060 DUNNS MOUNTAIN CHURCH I	1186.67
SHEPARD LAW, PLLC	SHREWSBURY SHERLYN	5160 POPLAR TENT RD		CONCORD	NC	28027	244B059	485 JOHNSON ST	2345.69
SHOAF GWYNNE WILSON		1085 FOXBROOK PL		SALISBURY	NC	28147-7887	479I013	1085 FOXBROOK PL	9.55
SHOAF LAW FIRM PA	SCHMELTZER LINDSAY W	8414 FALLS OF NEUSE RD STE 104		RALEIGH	NC	27615	335 018	201 S MILFORD DR	1575.14
SHOAF ROMAS H JR	SHOAF NORMA JEAN	123 BARN DANCE DR		SALISBURY	NC	28147-6100	311 063	123 BARN DANCE DR	9.73
SHOAF'S PROPERTY MANAGEMENT LLC		6460 US 601 HWY		SALISBURY	NC	28147	306 115	7695 OLD MOCKSVILLE RD	6.51
SHOLAR THERESA LOUISE	ALDERSON ROBYN LYNN	3475 MELLON DR		SALISBURY	NC	28144	320C164	0 MELLON DR	157.87
SHORT JOSEPH P & WF	SHORT WENDY B	328 KLUTTZ RD		SALISBURY	NC	28147-8465	312 066	0 WOODLEAF RD	3.74
SHORT WENDY BLACKWELDER		328 KLUTTZ RD		SALISBURY	NC	28147-8465	148474	PERSONAL PROPERTY	1.21
SHORT WENDY BLACKWELDER & HUS	SHORT JOSEPH PRESTON	328 KLUTTZ RD		SALISBURY	NC	28147	317 001	630 KLUTTZ RD	10.81
SHORT WENDY BLACKWELDER & HUS	SHORT JOSEPH PRESTON	328 KLUTTZ RD		SALISBURY	NC	28147	317 002	328 KLUTTZ RD	3.95
SHULER W L JR		5844 CARMON RD		MC LEANSVILLE	NC	27301-9683	534 0170002	5160 REEVES ISLAND RD	1.14
SHULER W L SR		5844 CARMON RD		MC LEANSVILLE	NC	27301-9683	534 0170001	5160 REEVES ISLAND RD	6.15
SHULL SCOTT EUGENE		855 FOX HOLLOW LN		SALISBURY	NC	28146-1808	148717	PERSONAL PROPERTY	3.18
SHYU'S TING HAO INC	SHYUS TING HAO CHINESE RESTAU"	519 JAKE ALEXANDER BLVD STE G		SALISBURY	NC	28147-1382	169439	519 JAKE ALEXANDER BLVD W	1.88
SIDDEN CHARLES		1005 AGNER RD		SALISBURY	NC	28146-1522	639 057	1005 AGNER RD	10.39
SIDEBOTTOM SIDNEY R	C/O SIDNEY RAY SIDEBOTTOM	PO BOX 1538		BOWLING GREEN	KY	42102-1538	115 162	220 REECE RIDGE RD	2.04
SIDES ANN ELIZABETH		5503 MOORESVILLE RD		SALISBURY	NC	28147	466 001	5503 MOORESVILLE RD	2.74
SIDES ROGER DURWARD		908 CHINA GROVE RD		KANNAPOLIS	NC	28083	145A055	908 CHINA GROVE RD	8.32
SIMMONS RODNEY DALE		4080 STOKES FERRY RD		SALISBURY	NC	28146	067 028	4080 STOKES FERRY RD	7.21
SISK HAROLD C		2313 PRICHARD ST		KANNAPOLIS	NC	28081-9754	245B085	2313 PRITCHARD ST	4.97
SLABAUGH DALE A	GVOZDENOVIC NICOLE	120 LANGTREE VILLAGE DR STE 406		MOORESVILLE	NC	28117	558A027	729 AMESBURY DR	1.41
SLOAN EPHRIAM R	SLOAN STACEY M	14635 STATESVILLE BLVD		CLEVELAND	NC	27013-9280	262A001	14645 STATESVILLE BLVD	20.96

SMALL AMANDA	SMALL MARY E	165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	384 054	0 HIGHLAND AVE	49.23
SMALL AMANDA	SMALL A G	165 ST STEPHENS CHURCH RD		GOLD HILL	NC	28071	383 028	175 ST STEPHENS CHURCH RD	429.46
SMITH ADOLPHUS LEROY & WF	SMITH GERALDINE M	7865 HOWARD AVE		KANNAPOLIS	NC	28081	246A128A	7865 HOWARD AVE	8.14
SMITH BRUCE MICHAEL		6021 COATBRIDGE LN		CHARLOTTE	NC	28212	151 315	1208 E 11TH ST	8.73
SMITH DANNY RAY	SMITH DONNA H	125 MIDFIELD ST		MOORESVILLE	NC	28115	243B010	125 MIDFIELD ST	8.2
SMITH RENEE		414 ROBERTS ST		SALISBURY	NC	28144-2620	002 161	414 ROBERTS ST	300
SMITH VERONICA	SMITH VERONICA P	1015 CARTER LOOP RD		ROCKWELL	NC	28138-9550	434 035	1015 CARTER LOOP RD	834.1
SMOLAK STEPHAN E		560 ROGER DR		SALISBURY	NC	28147-8879	463 214	560 ROGER DR	9.14
SNIDER JANE VAUGHN		465 KIMBALL LOOP		CHINA GROVE	NC	28023-7533	127 141	1230 SCERCY RD	1.38
SNIDER JANE VAUGHN		465 KIMBALL LOOP		CHINA GROVE	NC	28023-7533	130 345	465 KIMBALL LOOP	11.53
SOTO LAW PLLC TRUST ACCOUNT		13909 S OLD STATESVILLE RD		HUNTERSVILLE	NC	28078	007 101	1623 N MAIN ST	5.81
SOUN VANNA		123 DELTA ST		LEXINGTON	NC	27295	026 191A	325 ADAMS ST	6.82
SPALL MICHELLE MARIE		319 DUNHAM AVE		SALISBURY	NC	28146	070 092A	319 DUNHAM AVE	6.02
SPENCER GOLANDA LOWERY		718 W RICE ST		LANDIS	NC	28088-1609	130B117	0 W RICE ST	1.93
SPRY LAWRENCE RAY & WF	SPRY ANN O	2425 SAW RD		CHINA GROVE	NC	28023	244 063	2425 SAW RD	6.11
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	154 051	0 GARY AVE	249.24
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 005	200 W 18TH ST	83.63
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 010	100 W 18TH ST	22.34
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 011	102 W 18TH ST	13.91
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 012	0 N MAIN ST	4.81
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 013	0 N MAIN ST	3.21
ST AMAND & EFIRD PLLC		3315 SPRINGBANK LANE STE 308		CHARLOTTE	NC	28226	159 301	1801 N MAIN ST	19.24
STALEY JOHN H		PO BOX 41		CLEVELAND	NC	27013-0041	251 066	301 W MAIN ST	12.2
STATE EMPLOYEES' CREDIT UNION	JOYNER CANDIS R	PO BOX 25279		RALEIGH	NC	27611	630 250	747 SIDES RD	1055.77
STATE EMPLOYEES' CREDIT UNION		PO DRAWER 25279		RALEIGH	NC	27611	361B030	1056 QUAIL HAVEN DR	1590.15
STEARNS BANK NA LOAN OPERATIONS	C/O KEVIN PATEL	4191 2ND ST S		SAINT CLOUD	MN	56301	068 118	925 BENDIX DR	284.25
STEWART EVA B		301 N CORRELL ST		LANDIS	NC	28088	109 070	301 N CORRELL ST	5.27
STEWART RONNIE	STEWART VIRGINIA	136 FRENCH BELK RD		MOUNT ULLA	NC	28125-7615	575 024	445 EDMISTON RD	4.22
STEWART TITLE GUARANTY COMPANY	MICHAEL ANDERSON	ONE WASHINGTON MALL, SUITE 1400		BOSTON	MA	2108	060D002	1395 KLUMAC RD	1233.65
STILLER PATRICIA M	STILLER JEFFREY LYNN	4550 WOODLEAF RD		SALISBURY	NC	28147-6423	312 054	4550 WOODLEAF RD	4.26
STILLER PATRICIA M		4550 WOODLEAF RD		SALISBURY	NC	28147-6423	312 057	0 WOODLEAF RD	1.1
STILWELL PHILIP ROBERT	STILWELL CHERYL LYNN	415 PEACEFUL LN		CHINA GROVE	NC	28023-9714	112 051	415 PEACEFUL LN	14.86
STOGNER DORIS	STOGNER DORIS J	110 SUNSHINE LN		SALISBURY	NC	28146	500B144	110 SUNSHINE LN	10.22
STREAMS 3 LLC &	315 RAILROAD LLC	4668 HASTINGS PL		LAKE OSWEGO	OR	97035	362 305	315 RAILROAD ST	24.49
SUDDETH EDWARD G SR		PO BOX 7		CLEVELAND	NC	27013-0007	153377	PERSONAL PROPERTY	1.86
SWIFT MARTHA R		2510 COLUMBINE LN		BURLINGTON	NC	27215-5410	600 013	0 LEONARD RD	3.1
SWIFT MARTHA R		2510 COLUMBINE LN		BURLINGTON	NC	27215-5410	600 052	0 LEONARD RD	3.89
SWING STEVE L	SWING CAROLYN R	185 WHITETAIL LN		SALISBURY	NC	28147-7235	328 023	185 WHITETAIL LN	9.61
TABOR MARCIA	TABOR JONETTA	705 EDGEWOOD AVE		TRENTON	NJ	08618-5403	009 100	0 VANDERFORD ST	1.99
TALL PINE INVESTMENTS LLC		2210 HEILIG RD		SALISBURY	NC	28146	543 001	0 OLD BEATTY FORD RD	5.85
TALL PINE INVESTMENTS LLC		2210 HEILIG RD		SALISBURY	NC	28146	543 021	0 OLD BEATTY FORD RD	1.68
TALL PINE INVESTMENTS LLC		2210 HEILIG RD		SALISBURY	NC	28146	639 002	0 AGNER RD	4.75
TATE ALARIC H	% ALARIC TATE	221 RIVEREDGE DR		CHATHAM	NJ	7928	026 112A	0 WEANT ST	2.13
TAYLOR MICHELLE		PO BOX 45		LANDIS	NC	28088-0045	1.21E+136	1460 FLAT ROCK RD	6.59
TENCH ROBERT	TENCH DAWN F	902 NORSE ST		HIGH POINT	NC	27265-1220	517 003	0 WYATT GROVE CHURCH RD	4.41
TERRABELLA SALISBURY	ELMCROST OF SALISBURY	3461 BONITA BAY BLVD STE 100		BONITA SPRINGS	FL	34134	178013	1915 MOORESVILLE RD	63.6
THE DUDLEY LAW FIRM	BAYNES LINDA L	116 MORLAKE DR #103		MOORESVILLE	NC	28117	028 332	305 N LONG ST	1631.73
THE ELIZABETH & CHELSEA ABEDI		PO BOX 1215		CORNELIUS	NC	28031	011 376	1007 LEXINGTON AVE	14.18
THE GOLDEN SPACE INC		419 N LARCHMENT BLVD STE 218		LOS ANGELES	CA	90004	033 349	502 S CAROLINA AVE	23.95
THE HARBOR		146 MONTVIEW DR		MOUNT GILEAD	NC	27306-9488	361 041	7430 E NC 152 HWY	104.82
THE HARBOR		146 MONTVIEW DR		MOUNT GILEAD	NC	27306	111 058	180 BRINDLES HILLSIDE LN	55.32
THE TIN MAN I LLC	ROBERSON MARY	240 RIDENHOUR RD		SALISBURY	NC	28144	157 014	710 S HIGHLAND AV	11.16
THE TIN MAN I LLC	% CHARLES ROBERSON	240 RIDENHOUR RD		SALISBURY	NC	28144	172182	240 RIDENHOUR RD	2.51
THOMAS & WEBBER PLLC		514 WILLIAMSON ROAD SUITE 421		MOORESVILLE	NC	28117	263D012	248 SPRINGWAY LN	5.06
THOMAS & WEBBER PLLC	SNIPES MADELEINE	514 WILLIAMSON RD, SUITE 421		MOORESVILLE	NC	28117	8174023	1044 CANOBY CT	1372.41

THOMAS ANNIE HALL	THOMAS GEORGE & THOMAS GREGOR	4875 JACK BROWN RD		SALISBURY	NC	28147	453 222	4875 JACK BROWN RD	5.14
THOMAS RICKY L & WF	THOMAS LORI Y	225 MILLER DR		SALISBURY	NC	28146	420B102	225 MILLER DR	50
THOMPSON TATIANA	SJO-340718	PO BOX 25331		MIAMI	FL	33102-5331	373 006	0 HOLSHOUSER RD	4.62
THOMPSON WILLARD RAY JR	THOMPSON TRUDY DAVIS	4 NORTH RD		SALISBURY	NC	28144	040 033	4 NORTH RD	98.68
TOLBERT MICHAEL S		240 MIDDLEBROOK DR		ROCKWELL	NC	28138-0000	379D099	240 MIDDLE BROOK DR	3.53
TOLBERT MICHAEL SCOTT / IRP ONLY	DBA SIDNEY TRUCKING	240 MIDDLEBROOK DR		ROCKWELL	NC	28138-6773	182209	240 MIDDLEBROOK DR	1.61
TOMLINSON BARBARA S		950 ST MATTHEWS CHURCH RD		SALISBURY	NC	28146-5564	510 007	950 ST MATTHEWS CHURCH RD	1.89
TREXLER BRENDA HOLSHOUSER		1625 LOWER PALMER RD		SALISBURY	NC	28146	635 004	1555 LOWER PALMER RD	7.79
TROYER ABE A JR &WF	TROYER MATTIE	295 JOE SUMMERS RD		WOODLEAF	NC	27054-0000	803B063	295 JOE SUMMERS RD	7.23
TRUST ACCOUNT		5955 CARNEGIE BLVD, SUITE 350		CHARLOTTE	NC	28209	064B079	1230 DOGWOOD LN	25.26
TSAI SHU-HUI		11F NO 574-2 GUANGFU SOUTH RD		106068 TAIPEI CITY	TAIWAN	106068 TAIPEI C	324 2540003	0 7TH ST	2.9
TSB OF ROCKWELL INC	ACE HARDWARE STORE	PO BOX 250		ROCKWELL	NC	28138-0250	170247	229 E MAIN ST	4.38
TURNER FUEL OIL		125 LAWRENCEVILLE PENNINGTON R		LAWRENCE TOWNSH	NJ	8648	280 057	0 SERENITY DR	1.47
TURNER JUANITA F		11704 MOORESVILLE RD		MOUNT ULLA	NC	28125	569 005	11630 MOORESVILLE RD	4.12
TURNER JUANITA F		11704 MOORESVILLE RD		MOUNT ULLA	NC	28125-7744	569 007	11704 MOORESVILLE RD	11.44
TWIN FALLS REAL ESTATE LLC	MCCLAMROCK BETTY CAMP	1009 W B ST		KANNAPOLIS	NC	28081	148 030	1005 W B ST	8.41
UNITED STEEL WORKERS OF AMERIC	C/O KEVIN KRIDER	PO BOX 198		GRANITE QUARRY	NC	28072	069 00401	1201 OLD CONCORD RD	10.34
USSED AUTO WORLD		1130 HWY 29S		CHINA GROVE	NC	28023	481 051	6015 S MAIN ST	4.86
VAN GELDER REBECCA J		157 PRESTWOOD LN		MOORESVILLE	NC	28117-7516	460 007	1812 MOORESVILLE RD	39.88
VANDERBILT MORTGAGE AND FINANCE, INC		PO BOX 9800		MARYVILLE	TN	37802	993011	PERSONAL PROPERTY	2.58
VANDERBILT MORTGAGE AND FINANCE, INC		PO BOX 9800		MARYVILLE	TN	37802	182301	PERSONAL PROPERTY	2.35
VINCENT PHYLLIS L		806 HAWKINSTOWN RD		SALISBURY	NC	28144-7566	324 171	0 HAWKINSTOWN RD	1.36
WAGNER JOSHUA SCOTT	WAGNER CHANNING SKYE	223 WAGNER COUNTRY DR		SALISBURY	NC	28146	418 128	223 WAGNER COUNTRY DR	1518.89
WAGNER ROGER DALE II		850 SAINT MATTHEWS CHURCH RD		SALISBURY	NC	28146-5563	157832	PERSONAL PROPERTY	26.37
WALDEN DORIS	WALDEN DORIS GOODMAN	255 OLD COUNTY RD		CLEVELAND	NC	27013-9621	554 005	265 OLD COUNTY RD	13.73
WALDEN DORIS G	WALDEN DORIS GOODMAN	255 OLD COUNTY RD		CLEVELAND	NC	27013-9621	554 007	255 OLD COUNTY RD	7.78
WALKER RONALD HOUSTON		2221 KENWOOD DR		KANNAPOLIS	NC	28081	245D281	2221 KENWOOD DR	20.55
WARD STEVEN		160 COPPER LEAF LANE		SALISBURY	NC	28146-9793	177704	PERSONAL PROPERTY	2.37
WATINS-CRAVER L A	C/O LAUREN WATKINS-CRAVER	5695 TUCKASEEGEE RD		KANNAPOLIS	NC	28081	249B215	5695 TUCKASEEGEE RD	24.06
WEAST RANDY VERNON	WEAST SHERI DENISE	255 FRY ST		CHINA GROVE	NC	28023-6502	244 085	255 FRY ST	5.4
WEATHERFORD TOMMY W	WEATHERFORD JOALICE P	106 MILTON ST		SALISBURY	NC	28146-7822	159228	PERSONAL PROPERTY	11.44
WEBB MARK S & WF	WEBB STACY F	6845 LONG BRANCH RD		SALISBURY	NC	28147	754 083	6845 LONG BRANCH RD	8.34
WEBSTER JASMA & HUS	WEBSTER JIMMY	785 LAKE WRIGHT RD		CHINA GROVE	NC	28023-5745	120D001	785 LAKE WRIGHT RD	410
WELLPATH LLC	NC-ROWAN COUNTY DETENTION CENT	14400 METCALF AVE		SHAWNEE MISSION	KS	66223-2989	182586	115 W LIBERTY ST	1.29
WESTERN OILFIELDS SUPPLY CO	RAIN FOR RENT	PO BOX 2248		BAKERSFIELD	CA	93303	176098	PERSONAL PROPERTY	1.47
WHERRITT WILLIAM DEAN	WHERRITT TERESA	2825 CORRIHER GRANGE RD		MOUNT ULLA	NC	28125	212 041	2825 CORRIHER GRANGE RD	16.6
WHERRITT WILLIAM DEAN	WHERRITT TERESA W	2825 CORRIHER GRANGE RD		MOUNT ULLA	NC	28125	205 008	2920 CORRIHER GRANGE RD	22.99
WHERRITT WILLIAM DEAN	WHERRITT TERESA W	2825 CORRIHER GRANGE RD		MOUNT ULLA	NC	28125	205 018	2885 CORRIHER GRANGE RD	6.45
WHERRITT WILLIAM DEAN	WHERRITT TERESA W	2825 CORRIHER GRANGE RD		MOUNT ULLA	NC	28125	212 060	2775 CORRIHER GRANGE RD	7.13
WHITE JEFF		98 EASTSIDE DR SW		CONCORD	NC	28027	249A026000007	2245 KENDRA DR	4.39
WHITE JEFF		98 EASTSIDE DR SW		CONCORD	NC	28087	249A026000008	2215 KENDRA DR	5.74
WHITLEY CHARLES G JR	WHITLEY NELLIE A	155 BUCCANEER CIR		SALISBURY	NC	28146	601 105000001	145 BUCCANEER CIR	1.59
WIGGINS HARRILL S	WIGGINS STACI N CO-TRUSTEES	4020 NC 152 W		CHINA GROVE	NC	28023	235 183	4020 W NC 152 HWY	38.09
WIGGINS KART SHOP INC		4010 NC 152 W		CHINA GROVE	NC	28023-6775	170670	4010 HWY 152 W	11.75
WIGGINS REAL ESTATE LLC		4010 NC 152 W		CHINA GROVE	NC	28023	235 180	4010 W NC 152 HWY	28.65
WILLIAM CARLTON BAILEY ESTATE		284 S MAIN ST		MOCKSVILLE	NC	27028	818 021	8325 WOODLEAF RD	8.14
WILLIAMS ALEX REID		355 SHORE ACRES RD		SALISBURY	NC	28146-2565	500 449	0 SCOUT RD	3.56
WILLIAMS INVESTMENTS		2960 CORRIHER GRANGE RD		MOUNT ULLA	NC	28125-8737	205 022	2927 CORRIHER GRANGE RD	6.46
WILSON ASHLEY JEANNE	WILSON WESLEY A	1600 BRADSHAW RD		MOUNT ULLA	NC	28125	211 045	1600 BRADSHAW RD	466.82
WILSON DEL RAY	WILSON REBECCA F	1746 LEE LAYNE RD		RAMSEUR	NC	27316-8585	500C544	445 PLAYGROUND LN	1790.59
WILSON ERNEST GLENN		545 BROWN ACRES RD		SALISBURY	NC	28146-2288	623 021	545 BROWN ACRES RD	8.62
WINSLOW THOMAS A &WF	WINSLOW KRISTIN B	2335 EMERY CIR		SALEM	VA	24153-1446	214 071	425 LONDON RD	8.36
WOODFIN HEATING INC	% WOODFIN HEATING & AIR	PO BOX 90308		RICHMOND	VA	23230	163998	PERSONAL PROPERTY	3.26
WOODSON, SAYERS, LAWTHER, SHORT,	BLANKENSHIP NELL S	PO BOX 829		SALISBURY	NC	28144	500A226	240 HORSESHOE DR	1344.02
WOODSON, SAYERS, LAWTHER,SHORT, PARROTT & AMBRAMSO		PO BOX 829		SALISBURY	NC	28144	755 174	175 COUNTRY VILLAGE DR	933.56

WOOTEN BETTY A		5485 CHENAULT RD		CLEVELAND	NC	27013-8864	714 023	5485 CHENAULT RD	12.41
WOOTEN BETTY A		5485 CHENAULT RD		CLEVELAND	NC	27013-8864	716 011	2245 STEELE RD	1.16
WOOTEN BETTY A		5485 CHENAULT RD		CLEVELAND	NC	27013-8864	716 021	0 STEELE AVE	1.95
WRIGLEY HUGH N	CRAWFORD DIANA J	2290 JACKSON RD		MOORESVILLE	NC	28115	229 019	2290 JACKSON RD	21.36
YADKIN HOUSE APARTMENTS OPERATING	C\O ARNOLD GROUNDS APARTMENT M	920 S MAIN ST STE 200		GRAPEVINE	TX	76051-7516	182578	201 N LEE ST	4.37
YANIERO ROBERT ARMANTO &WF	YANIERO HOLLY MARIE	350 STUTTS RD		MOORESVILLE	NC	28117-0000	806 055	11120 DEPOT ST	5.75
YOST ROBERT D & WF	YOST DORIS	140 ROBERT DR		SALISBURY	NC	28147-8874	463 149	140 ROBERT DR	12.27
									250,559.36

Entered 09/05/23
Cks should be mailed 09/23/23

JULY 2023 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
POGSON, MERLIN JOSEPH	20 OLD FULLER HOLLOW RD		BRUSH CREEK	TN	38547	Reg . Out of state	189423306	3.02
POGSON, MERLIN JOSEPH	20 OLD FULLER HOLLOW RD		BRUSH CREEK	TN	38547	Reg . Out of state	189214504	3.53
POGSON, MERLIN JOSEPH	20 OLD FULLER HOLLOW RD		BRUSH CREEK	TN	38547	Reg . Out of state	189214494	57.69
POGSON, MERLIN JOSEPH	20 OLD FULLER HOLLOW RD		BUSH CREEK	TN	38547	Reg . Out of state	189214514	210.64
DEEL, MARKUS HENRY	1560 MILLBRIDGE RD		CHINA GROVE	NC	28023	Vehicle Sold	190044042	185.58
YATES, ROGER LYNN	370 EASTSIDE DR		CHINA GROVE	NC	28023	Vehicle Sold	189060070	4.42
FERO, CONNIE HODGE	PO BOX 284		CLEVELAND	NC	27013	Situs error	381046384	64.49
HALAS, JONATHAN PAUL	5805 METHODIST RD		CLIMAX	NC	27233	Vehicle Sold	190298208	151.18
BRINDLE, JONATHAN EDWARD	455 REEDY CREEK RD		GOLD HILL	NC	28071	Processed in error	189423286	36.07
LUHRS, RICHARD VICTOR	802 N MAIN GQ ST		GRANITE QUARRY	NC	28146	Vehicle Sold	189060064	86.99
CREDLE, ASHLEY DAWN	621 N JUNIPER AVE		KANNAPOLIS	NC	28081	Vehicle Sold	285066045	173.03
HARGETT, KELLY SHIVE	1865 ENOCHVILLE RD		KANNAPOLIS	NC	28081	Vehicle Sold	284802201	761.51
KEATON, ALBERT DENNY	2305 WOODLAWN ST		KANNAPOLIS	NC	28083	Vehicle Sold	284041728	56.48
BYERS, BRADLEY SCOTT	204 W RYDER AVE		LANDIS	NC	28088	Vehicle Sold	284134761	392.52
GRIMES, ANGELA COOK	608 W MILL ST		LANDIS	NC	28088	Vehicle Sold	283836666	89.29
MILLER, SAMUEL LEE	125 HILLTOP LN		MOORESVILLE	NC	28115	Military	189578660	38.19
MILLER, SAMUEL LEE	125 HILLTOP LN		MOORESVILLE	NC	28115	Military	189360728	36.42
BROWN, PHILIP LEE	9075 MOORESVILLE RD		MOUNT ULLA	NC	28125	Vehicle Sold	190297682	12.42
EVANS, TONY CHARLES	7410 HIGHWAY 152 E		ROCKWELL	NC	28138	Vehicle Sold	189060058	138.79
GILBERT, TIMOTHY CARL	1025 LITTLE RED BIRD LN		ROCKWELL	NC	28138	Vehicle Sold	188981204	80.45
LOWE, LAUREN HUFFMAN	1130 BELL RIDGE CT		ROCKWELL	NC	28138	Vehicle Sold	189297200	91.56
MCCLARY, OTIS FARREL	107 WOSTER ST		ROCKWELL	NC	28138	Situs error	379735664	46.63
OCHOA GARCIA, MIGUEL	12131 OLD CONCORD RD		ROCKWELL	NC	28138	Vehicle Sold	188981208	41.91
QUANTZ, JUSTIN ADAM	1105 QUANTZ LN		ROCKWELL	NC	28138	Vehicle Sold	189799502	93.76
QUANTZ, JUSTIN ADAM	1105 QUANTZ LN		ROCKWELL	NC	28138	Vehicle Sold	189799508	204.54
SMITH, DONALD EUGENE	265 NEAZER ST		ROCKWELL	NC	28138	Vehicle Sold	190032478	51.30
TREXLER, TAYLOR ROSE	160 CIGAR AVE		ROCKWELL	NC	28138	Situs error	378449204	169.77
ACCESS CONTROL TECHNOLOGIES LLC	705 HEDRICK ST		SALISBURY	NC	28144	Reg . Out of state	284135448	209.42
BELLIS, CAROL CUNNINGHAM	123 YORKSHIRE DR		SALISBURY	NC	28144	Vehicle Sold	283590081	180.90
WARD, TIMOTHY CLARENCE	336 CLUB HOUSE DR		SALISBURY	NC	28144	Vehicle Sold	285048741	18.83
YANCEY, REBECCA LYN	2030 ROSEMONT ST		SALISBURY	NC	28144	Vehicle Sold	283472781	18.23
ALLEN, ROBIN ROBERSON	110 RED OAK LN		SALISBURY	NC	28146	Vehicle Sold	189060096	3.92
CARROLL, DAVID ANTHONY	380 COLEY RD		SALISBURY	NC	28146	Vehicle Sold	188981166	60.10

Lacy J Robinson
Tax Collector

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Batch# 1154

DEAN, PAMELA CREWS	2065 ST LUKES CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	189423162	18.31
GOODLETT, BONNIE LAVON	110 PARKLAND DR		SALISBURY	NC	28146	Vehicle Totalled	188981174	36.86
HEAVNER, JOHNNY RALPH	102 WALDEN LN		SALISBURY	NC	28146	Vehicle Sold	190032468	93.86
HELLMANN, DENIS FRANCIS	705 WELDON LN		SALISBURY	NC	28146	Vehicle Sold	189423338	24.86
HOLLAND, ROGER LEE	1390 KERN CARLTON RD		SALISBURY	NC	28146	Vehicle Sold	188981184	30.24
JACKSON, NICHOLAS GLENN	427 DE LARA CIR		SALISBURY	NC	28146	Vehicle Sold	190032474	445.82
JONES, REED ALLEN	250 OLDE FIELDS DR		SALISBURY	NC	28146	Vehicle Sold	189060048	23.32
JONES, TIMOTHY BLAKE	340 OAKVIEW DR		SALISBURY	NC	28146	Vehicle Sold	285048693	67.79
JONES, TIMOTHY BLAKE	340 OAKVIEW DR		SALISBURY	NC	28146	Vehicle Sold	285048663	28.03
MCDANIEL, LEVI	1525 GOLD KNOB RD		SALISBURY	NC	28146	Military	190032606	5.90
MCNEELY, DIANNE	600 WILDWOOD DR		SALISBURY	NC	28146	Vehicle Sold	284134758	129.82
PARK, LESLIE ROCHELLE	235 E OLD FARM RD		SALISBURY	NC	28146	Vehicle Sold	189423186	51.35
THE ESTATE OF SHARI ANN MORGAN	5105 LONG FERRY RD		SALISBURY	NC	28146	Vehicle Sold	189662758	140.95
TYSON, MONICA MICHELLE	430 GOLD HILL DR	UNIT #200	SALISBURY	NC	28146	Vehicle Sold	283471737	119.51
VANG, CHENG POR	330 KINGS TER		SALISBURY	NC	28146	Vehicle Sold	188981190	50.15
WHITLEY, RANDY LEE	103 CARRIAGE LN		SALISBURY	NC	28146	Vehicle Sold	188981194	271.02
WILEY, JAMES WILLIAM JR	375 VINEYARD DR		SALISBURY	NC	28146	Vehicle Sold	188981850	32.46
BAKER, RAY EDWARD	1460 STEVEN DR		SALISBURY	NC	28147	Vehicle Sold	285066051	252.45
DAVISON, REBEKKAH LIN	5030 US HWY 601		SALISBURY	NC	28147	Situs error	378594828	72.07
DIZDAREVIC, CVIJETA	227 CHASE DR		SALISBURY	NC	28147	Vehicle Sold	190216052	6.02
MANGOLD, JAMES STEINER	2284 STATESVILLE BLVD	APT 302	SALISBURY	NC	28147	Situs error	379735336	162.44
SUPERIOR WALLS SYSTEMS LLC	3570 S MAIN ST		SALISBURY	NC	28147	Vehicle Sold	283471773	20.86
RANKIN, KE'ANDRE QUA'TAVIS	515 7TH ST		SPENCER9	NC	28159	Vehicle Sold	188981178	73.99
REYES, BRIAN RICARDO	502 W NEWTON ST		SPENCER	NC	28159	Vehicle Sold	189423180	126.56
JORDAN, PRISCILLA VANESSA	636 CRUDENT RD		TEGA CAY	SC	29708	Reg . Out of state	285065883	85.45
							TOTAL:	**6,143.67**

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Re

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ACCESS CONTROL TECHNOLOGIES LLC	ACCESS CONTROL TECHNOLOGIES LLC		705 HEDRICK ST		SALISBURY, NC 28144	Proration	0073003239	KHM3061	AUTHORIZED	284135448	Refund Generated due to proration on Bill #0073003239-2022-2022-0000-00	Reg . Out of state	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($99.99)	$0.00	($99.99)
															101	Tax	($109.43)	$0.00	($109.43)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$209.42
ALLEN, ROBIN ROBERSON	ALLEN, ROBIN ROBERSON		110 RED OAK LN		SALISBURY, NC 28146	Proration	0018351223	VVV6690	AUTHORIZED	189060096	Refund Generated due to proration on Bill #0018351223-2021-2021-	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($3.45)	$0.00	($3.45)
															113	Tax	($0.47)	$0.00	($0.47)
																		Refund	$3.92
BAKER, RAY EDWARD	BAKER, RAY EDWARD		1460 STEVEN DR		SALISBURY, NC 28147	Proration	0073142741	KFT5405	AUTHORIZED	285066051	Refund Generated due to proration on Bill #0073142741-2022-2022-0000-00	Vehicle Sold	07/25/2023	8/8/2023 8:38:29 AM	100	Tax	($120.53)	$0.00	($120.53)
															101	Tax	($131.92)	$0.00	($131.92)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$252.45
BELLIS, CAROL CUNNINGHAM	BELLIS, CAROL CUNNINGHAM		123 YORKSHIRE DR		SALISBURY, NC 28144	Proration	0073149934	HHB8499	AUTHORIZED	283590081	Refund Generated due to proration on Bill #0073149934-2022-2022-0000-00	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($86.37)	$0.00	($86.37)
															101	Tax	($94.53)	$0.00	($94.53)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$180.90
BRINDLE, JONATHAN EDWARD	BRINDLE, JONATHAN EDWARD		455 REEDY CREEK RD		GOLD HILL, NC 28071	Proration	0070444010	TMS7528	AUTHORIZED	189423286	Refund Generated due to proration on Bill #0070444010-2022-2022-	Processed in error	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($31.73)	$0.00	($31.73)
															128	Tax	($4.34)	$0.00	($4.34)
																		Refund	$36.07
BROWN, PHILIP LEE	BROWN, PHILIP LEE		9075 MOORESVILLE RD		MOUNT ULLA, NC 28125	Proration	0068185942	JCM6792	AUTHORIZED	190297682	Refund Generated due to proration on Bill #0068185942-2022-2022-	Vehicle Sold	07/28/2023	8/8/2023 8:38:29 AM	100	Tax	($10.82)	$0.00	($10.82)
															126	Tax	($1.60)	$0.00	($1.60)
																		Refund	$12.42
BYERS, BRADLEY SCOTT	BYERS, BRADLEY SCOTT		204 W RYDER AVE		LANDIS, NC 28088	Proration	0070515066	YZ6248	AUTHORIZED	284134761	Refund Generated due to proration on Bill #0070515066-2022-2022-0000-00	Vehicle Sold	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($217.33)	$0.00	($217.33)
															107	Tax	($175.19)	$0.00	($175.19)
															107	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$392.52
CARROLL, DAVID ANTHONY	CARROLL, DAVID ANTHONY	CARROLL, SHIRLEY ANN	380 COLEY RD		SALISBURY, NC 28146	Proration	0065261865	TKA5040	AUTHORIZED	188981166	Refund Generated due to proration on Bill #0065261865-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($52.86)	$0.00	($52.86)
															113	Tax	($7.24)	$0.00	($7.24)
																		Refund	$60.10
CREDLE, ASHLEY DAWN	CREDLE, ASHLEY DAWN		621 N JUNIPER AVE		KANNAPOLIS, NC 28081	Proration	0071130034	KFH8884	AUTHORIZED	285066045	Refund Generated due to proration on Bill #0071130034-2022-2022-0000-00	Vehicle Sold	07/25/2023	8/8/2023 8:38:29 AM	100	Tax	($88.36)	$0.00	($88.36)
															121	Tax	($84.67)	$0.00	($84.67)
															121	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$173.03
DAVISON, REBEKKAH LIN	DAVISON, REBEKKAH LIN	ROCHA, DANIEL CHANCE	5030 US HWY 601		SALISBURY, NC 28147	Adjustment < $100	0073369103	KKJ7352	AUTHORIZED	378594828	Refund Generated due to adjustment on Bill #0073369103-2023-2023-0000	Situs error	07/12/2023	8/8/2023 8:38:51 AM	100	Tax	$0.00	$0.00	$0.00
															101	Tax	($49.27)	$0.00	($49.27)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
															119	Tax	$7.20	$0.00	$7.20
																		Refund	$72.07
DEAN, PAMELA CREWS	DEAN, PAMELA CREWS		2065 ST LUKES CHURCH RD		SALISBURY, NC 28146	Proration	0072077079	PEX1830	AUTHORIZED	189423162	Refund Generated due to proration on Bill #0072077079-2022-2022-	Vehicle Sold	07/14/2023	8/8/2023 8:38:13 AM	100	Tax	($16.32)	$0.00	($16.32)
															127	Tax	($1.99)	$0.00	($1.99)
																		Refund	$18.31
DEEL, MARKUS HENRY	DEEL, MARKUS HENRY		1560 MILLBRIDGE RD		CHINA GROVE, NC 28023	Proration	0070714698	JCJ7539	AUTHORIZED	190044042	Refund Generated due to proration on Bill #0070714698-2022-2022-	Vehicle Sold	07/25/2023	8/8/2023 8:38:29 AM	100	Tax	($161.61)	$0.00	($161.61)
															124	Tax	($23.97)	$0.00	($23.97)
																		Refund	$185.58
DIZDAREVIC, CVIJETA	DIZDAREVIC, CVIJETA		227 CHASE DR		SALISBURY, NC 28147	Proration	0024731484	JCJ3054	AUTHORIZED	190216052	Refund Generated due to proration on Bill #0024731484-2022-2022-	Vehicle Sold	07/27/2023	8/8/2023 8:38:29 AM	100	Tax	($5.24)	$0.00	($5.24)
															126	Tax	($0.78)	$0.00	($0.78)
																		Refund	$6.02
EVANS, TONY CHARLES	EVANS, TONY CHARLES	EVANS, AMANDA GOODMAN	7410 HIGHWAY 152 E		ROCKWELL, NC 28138	Proration	0061555719	CN23529	AUTHORIZED	189060058	Refund Generated due to proration on Bill #0061555719-2022-2022-	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($122.08)	$0.00	($122.08)
															113	Tax	($16.71)	$0.00	($16.71)
																		Refund	$138.79
FERO, CONNIE HODGE	FERO, CONNIE HODGE	FERO, BRIAN LEE	PO BOX 284		CLEVELAND, NC 27013	Adjustment < $100	0073600745	ELY5223	AUTHORIZED	381046384	Refund Generated due to adjustment on Bill #0073600745-2022-2022-0000	Situs error	07/31/2023	8/8/2023 8:38:51 AM	100	Tax	$0.00	$0.00	$0.00
															101	Tax	($39.65)	$0.00	($39.65)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
															123	Tax	$5.16	$0.00	$5.16
																		Refund	$64.49
GILBERT, TIMOTHY CARL	GILBERT, TIMOTHY CARL		1025 LITTLE RED BIRD LN		ROCKWELL, NC 28138	Proration	0065135448	JX6658	AUTHORIZED	188981204	Refund Generated due to proration on Bill #0065135448-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($70.76)	$0.00	($70.76)
															113	Tax	($9.69)	$0.00	($9.69)
																		Refund	$80.45
GOODLETT, BONNIE LAVON	GOODLETT, BONNIE LAVON		110 PARKLAND DR		SALISBURY, NC 28146	Proration	0064850960	TKA4534	AUTHORIZED	188981174	Refund Generated due to proration on Bill #0064850960-2022-2022-	Vehicle Totalled	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($34.01)	$0.00	($34.01)
															116	Tax	($2.85)	$0.00	($2.85)
																		Refund	$36.86
GRIMES, ANGELA COOK	GRIMES, ANGELA COOK		608 W MILL ST		LANDIS, NC 28088	Proration	0071425753	TMX3583	AUTHORIZED	283836666	Refund Generated due to proration on Bill #0071425753-2022-2022-	Vehicle Sold	07/11/2023	8/8/2023 8:38:13 AM	100	Tax	($49.44)	$0.00	($49.44)
															107	Tax	($39.85)	$0.00	($39.85)
															107	Vehicle Fee	$0.00	$0.00	$0.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Re

											0000-00							Refund	$89.29
HALAS, JONATHAN PAUL	HALAS, JONATHAN PAUL		5805 METHODIST RD		CLIMAX, NC 27233	Proration	0070389207	JJS4354	AUTHORIZED	190298208	Refund Generated due to proration on Bill #0070389207-2022-2022-	Vehicle Sold	07/28/2023	8/8/2023 8:38:29 AM	100	Tax	($132.98)	$0.00	($132.98)
															114	Tax	($18.20)	$0.00	($18.20)
																		Refund	$151.18
HARGETT, KELLY SHIVE	HARGETT, KELLY SHIVE		1865 ENOCHVILLE RD		KANNAPOLIS, NC 28081	Proration	0071067974	KDN7283	AUTHORIZED	284802201	Refund Generated due to proration on Bill #0071067974-2022-2022-0000-00	Vehicle Sold	07/21/2023	8/8/2023 8:38:29 AM	100	Tax	($370.37)	($18.52)	($388.89)
															121	Tax	($354.88)	($17.74)	($372.62)
															121	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$761.51
HEAVNER, JOHNNY RALPH	HEAVNER, JOHNNY RALPH		102 WALDEN LN		SALISBURY, NC 28146	Proration	0068087238	HHE3473	AUTHORIZED	190032468	Refund Generated due to proration on Bill #0068087238-2022-2022-	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($82.56)	$0.00	($82.56)
															113	Tax	($11.30)	$0.00	($11.30)
																		Refund	$93.86
HELLMANN, DENIS FRANCIS	HELLMANN, DENIS FRANCIS	HELLMANN, AMELIA ANN	705 WELDON LN		SALISBURY, NC 28146	Proration	0016381766	2353SA	AUTHORIZED	189423338	Refund Generated due to proration on Bill #0016381766-2022-2022-	Vehicle Sold	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($14.79)	$0.00	($14.79)
															110	Tax	($10.07)	$0.00	($10.07)
																		Refund	$24.86
HOLLAND, ROGER LEE	HOLLAND, ROGER LEE		1390 KERN CARLTON RD		SALISBURY, NC 28146	Proration	0063077627	HMA1202	AUTHORIZED	188981184	Refund Generated due to proration on Bill #0063077627-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($26.69)	$0.00	($26.69)
															115	Tax	($3.55)	$0.00	($3.55)
																		Refund	$30.24
JACKSON, NICHOLAS GLENN	JACKSON, NICHOLAS GLENN	JACKSON, MELISSA DUNLAP	427 DE LARA CIR		SALISBURY, NC 28146	Proration	0071166235	ZN1616	AUTHORIZED	190032474	Refund Generated due to proration on Bill #0071166235-2022-2022-	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($265.27)	$0.00	($265.27)
															110	Tax	($180.55)	$0.00	($180.55)
																		Refund	$445.82
JONES, REED ALLEN	JONES, REED ALLEN	JONES, DEBORAH GERMAN	250 OLDE FIELDS DR		SALISBURY, NC 28146	Proration	0025133008	BETHEC	AUTHORIZED	189060048	Refund Generated due to proration on Bill #0025133008-2022-2022-	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($20.51)	$0.00	($20.51)
															113	Tax	($2.81)	$0.00	($2.81)
																		Refund	$23.32
JONES, TIMOTHY BLAKE	JONES, TIMOTHY BLAKE		340 OAKVIEW DR		SALISBURY, NC 28146	Proration	0072961102	PREACH2	AUTHORIZED	285048693	Refund Generated due to proration on Bill #0072961102-2022-2022-0000-00	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($32.37)	$0.00	($32.37)
															101	Tax	($35.42)	$0.00	($35.42)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$67.79
JONES, TIMOTHY BLAKE	JONES, TIMOTHY BLAKE		340 OAKVIEW DR		SALISBURY, NC 28146	Proration	0072991287	PREACH	AUTHORIZED	285048663	Refund Generated due to proration on Bill #0072991287-2022-2022-0000-00	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($13.38)	$0.00	($13.38)
															101	Tax	($14.65)	$0.00	($14.65)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$28.03
JORDAN, PRISCILLA VANESSA	JORDAN, PRISCILLA VANESSA	JORDAN, KENDELL PATRICK	636 CRUDENT RD		TEGA CAY, SC 29708	Proration	0068597657	DMS4315	AUTHORIZED	285065883	Refund Generated due to proration on Bill #0068597657-2022-2022-0000-00	Reg . Out of state	07/25/2023	8/8/2023 8:38:29 AM	100	Tax	($40.80)	$0.00	($40.80)
															101	Tax	($44.65)	$0.00	($44.65)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$85.45
KEATON, ALBERT DENNY	KEATON, ALBERT DENNY		2305 WOODLAWN ST		KANNAPOLIS, NC 28083	Proration	0070460279	TMR8901	AUTHORIZED	284041728	Refund Generated due to proration on Bill #0070460279-2022-2022-0000-00	Vehicle Sold	07/13/2023	8/8/2023 8:38:13 AM	100	Tax	($28.84)	$0.00	($28.84)
															121	Tax	($27.64)	$0.00	($27.64)
															121	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$56.48
LOWE, LAUREN HUFFMAN	LOWE, LAUREN HUFFMAN		1130 BELL RIDGE CT		ROCKWELL, NC 28138	Proration	0058734291	JAM7399	AUTHORIZED	189297200	Refund Generated due to proration on Bill #0058734291-2022-2022-	Vehicle Sold	07/12/2023	8/8/2023 8:38:13 AM	100	Tax	($80.54)	$0.00	($80.54)
															125	Tax	($11.02)	$0.00	($11.02)
																		Refund	$91.56
LUHRS, RICHARD VICTOR	LUHRS, RICHARD VICTOR	LUHRS, DOREEN LOUISE	802 N MAIN GQ ST		GRANITE QUARRY, NC 28146	Proration	0065057007	JMP1517	AUTHORIZED	189060064	Refund Generated due to proration on Bill #0065057007-2022-2022-	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($51.76)	$0.00	($51.76)
															110	Tax	($35.23)	$0.00	($35.23)
																		Refund	$86.99
MANGOLD, JAMES STEINER	MANGOLD, JAMES STEINER		2284 STATESVILLE BLVD	APT 302	SALISBURY, NC 28147	Adjustment >= $100	0071255462	FEJ1777	AUTHORIZED	379735336	Refund Generated due to adjustment on Bill #0071255462-2022-2022-0000	Situs error	07/21/2023	8/8/2023 8:38:51 AM	100	Tax	$0.00	$0.00	$0.00
															101	Tax	($150.77)	$0.00	($150.77)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
															115	Tax	$18.33	$0.00	$18.33
																		Refund	$162.44
MCCLARY, OTIS FARREL	MCCLARY, OTIS FARREL		107 WOSTER ST		ROCKWELL, NC 28138	Adjustment < $100	0073473997	KHV2621	AUTHORIZED	379735664	Refund Generated due to adjustment on Bill #0073473997-2023-2023-0000	Situs error	07/21/2023	8/8/2023 8:38:51 AM	100	Tax	$0.00	$0.00	$0.00
															101	Tax	($65.67)	$0.00	($65.67)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
															109	Tax	$49.04	$0.00	$49.04
																		Refund	$46.63
MCDANIEL, LEVI	MCDANIEL, LEVI		1525 GOLD KNOB RD		SALISBURY, NC 28146	Adjustment < $100	0071422218	RHA3531	AUTHORIZED	190032606	Refund Generated due to adjustment on Bill #0071422218-2022-2022-	Military	07/24/2023	8/8/2023 8:38:51 AM	100	Tax	($5.26)	$0.00	($5.26)
															127	Tax	($0.64)	$0.00	($0.64)
																		Refund	$5.90
MCNEELY, DIANNE	MCNEELY, GARY NORRIS		600 WILDWOOD DR		SALISBURY, NC 28146	Proration	0050443669	TDK3896	AUTHORIZED	284134758	Refund Generated due to proration on Bill #0050443669-2022-2022-0000-00	Vehicle Sold	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($61.98)	$0.00	($61.98)
															101	Tax	($67.84)	$0.00	($67.84)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$129.82
MILLER, SAMUEL LEE	MILLER, SAMUEL LEE	MILLER, ROXANNE BOWERS	125 HILLTOP LN		MOORESVILLE, NC 28115	Adjustment < $100	0051114680	RAN7757	AUTHORIZED	189578660	Refund Generated due to adjustment on Bill #0051114680-2019-2019-	Military	07/17/2023	8/8/2023 8:38:51 AM	100	Tax	($34.52)	$0.00	($34.52)
															139	Tax	($3.67)	$0.00	($3.67)
																		Refund	$38.19

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Re

MILLER, SAMUEL LEE	MILLER, SAMUEL LEE	MILLER, ROXANNE BOWERS	125 HILLTOP LN		MOORESVILLE, NC 28115	Adjustment < $100	0051114680	RAN7757	AUTHORIZED	189360728	Refund Generated due to adjustment on Bill #0051114680-2020-2020-	Military	07/13/2023	8/8/2023 8:38:51 AM	100	Tax	($32.91)	$0.00	($32.91)
															139	Tax	($3.51)	$0.00	($3.51)
																		Refund	$36.42
OCHOA GARCIA, MIGUEL	OCHOA GARCIA, MIGUEL		12131 OLD CONCORD RD		ROCKWELL, NC 28138	Proration	0056049765	PJV5164	AUTHORIZED	188981208	Refund Generated due to proration on Bill #0056049765-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($37.74)	$0.00	($37.74)
															117	Tax	($4.17)	$0.00	($4.17)
																		Refund	$41.91
PARK, LESLIE ROCHELLE	PARK, LESLIE ROCHELLE		235 E OLD FARM RD		SALISBURY, NC 28146	Proration	0067801242	JJN7008	AUTHORIZED	189423186	Refund Generated due to proration on Bill #0067801242-2022-2022-	Vehicle Sold	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($45.17)	$0.00	($45.17)
															112	Tax	($6.18)	$0.00	($6.18)
																		Refund	$51.35
POGSON, MERLIN JOSEPH	POGSON, MERLIN JOSEPH		20 OLD FULLER HOLLOW RD		BRUSH CREEK, TN 38547	Proration	0006540737	ZNW8171	AUTHORIZED	189423306	Refund Generated due to proration on Bill #0006540737-2022-2022-	Reg . Out of state	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($2.63)	$0.00	($2.63)
															126	Tax	($0.39)	$0.00	($0.39)
																		Refund	$3.02
POGSON, MERLIN JOSEPH	POGSON, MERLIN JOSEPH		20 OLD FULLER HOLLOW RD		BRUSH CREEK, TN 38547	Proration	0016415237	BP72011	AUTHORIZED	189214504	Refund Generated due to proration on Bill #0016415237-2022-2022-	Reg . Out of state	07/10/2023	8/8/2023 8:38:13 AM	100	Tax	($3.07)	$0.00	($3.07)
															126	Tax	($0.46)	$0.00	($0.46)
																		Refund	$3.53
POGSON, MERLIN JOSEPH	POGSON, MERLIN JOSEPH		20 OLD FULLER HOLLOW RD		BRUSH CREEK, TN 38547	Proration	0051305549	JKX3169	AUTHORIZED	189214494	Refund Generated due to proration on Bill #0051305549-2022-2022-	Reg . Out of state	07/10/2023	8/8/2023 8:38:13 AM	100	Tax	($50.24)	$0.00	($50.24)
															126	Tax	($7.45)	$0.00	($7.45)
																		Refund	$57.69
POGSON, MERLIN JOSEPH	POGSON, MERLIN JOSEPH	POGSON, AIDAN BASIL	20 OLD FULLER HOLLOW RD		BUSH CREEK, TN 38547	Proration	0071125026	KFS6811	AUTHORIZED	189214514	Refund Generated due to proration on Bill #0071125026-2022-2022-	Reg . Out of state	07/10/2023	8/8/2023 8:38:13 AM	100	Tax	($183.44)	$0.00	($183.44)
															126	Tax	($27.20)	$0.00	($27.20)
																		Refund	$210.64
QUANTZ, JUSTIN ADAM	QUANTZ, JUSTIN ADAM		1105 QUANTZ LN		ROCKWELL, NC 28138	Proration	0065658582	CN34924	AUTHORIZED	189799502	Refund Generated due to proration on Bill #0065658582-2021-2021-	Vehicle Sold	07/20/2023	8/8/2023 8:38:29 AM	100	Tax	($82.47)	$0.00	($82.47)
															125	Tax	($11.29)	$0.00	($11.29)
																		Refund	$93.76
QUANTZ, JUSTIN ADAM	QUANTZ, JUSTIN ADAM		1105 QUANTZ LN		ROCKWELL, NC 28138	Proration	0066222935	HCN4132	AUTHORIZED	189799508	Refund Generated due to proration on Bill #0066222935-2021-2021-	Vehicle Sold	07/20/2023	8/8/2023 8:38:29 AM	100	Tax	($170.13)	($9.78)	($179.91)
															125	Tax	($23.29)	($1.34)	($24.63)
																		Refund	$204.54
RANKIN, KE'ANDRE QUA'TAVIS	RANKIN, KE'ANDRE QUA'TAVIS		515 7TH ST		SPENCER, NC 28159	Proration	0072185539	JHN6655	AUTHORIZED	188981178	Refund Generated due to proration on Bill #0072185539-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($37.07)	$0.00	($37.07)
															103	Tax	($36.92)	$0.00	($36.92)
																		Refund	$73.99
REYES, BRIAN RICARDO	REYES, BRIAN RICARDO		502 W NEWTON ST		SPENCER, NC 28159	Proration	0069140252	RDK7657	AUTHORIZED	189423180	Refund Generated due to proration on Bill #0069140252-2022-2022-	Vehicle Sold	07/14/2023	8/8/2023 8:38:29 AM	100	Tax	($63.40)	$0.00	($63.40)
															103	Tax	($63.16)	$0.00	($63.16)
																		Refund	$126.56
SMITH, DONALD EUGENE	SMITH, DONALD EUGENE		265 NEAZER ST		ROCKWELL, NC 28138	Proration	0064288204	JCJ8001	AUTHORIZED	190032478	Refund Generated due to proration on Bill #0064288204-2022-2022-	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($45.12)	$0.00	($45.12)
															125	Tax	($6.18)	$0.00	($6.18)
																		Refund	$51.30
SUPERIOR WALLS SYSTEMS LLC	SUPERIOR WALLS SYSTEMS LLC		3570 S MAIN ST		SALISBURY, NC 28147	Proration	0034790404	HL3634	AUTHORIZED	283471773	Refund Generated due to proration on Bill #0034790404-2022-2022-0000-00	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($9.96)	$0.00	($9.96)
															101	Tax	($10.90)	$0.00	($10.90)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$20.86
THE ESTATE OF SHARI ANN MORGAN	MORGAN, SHARI ANN		5105 LONG FERRY RD		SALISBURY, NC 28146	Proration	0063094519	HMH7275	AUTHORIZED	189662758	Refund Generated due to proration on Bill #0063094519-2022-2022-	Vehicle Sold	07/19/2023	8/8/2023 8:38:29 AM	100	Tax	($70.61)	$0.00	($70.61)
															103	Tax	($70.34)	$0.00	($70.34)
																		Refund	$140.95
TREXLER, TAYLOR ROSE	TREXLER, TAYLOR ROSE		160 CIGAR AVE		ROCKWELL, NC 28138	Adjustment >= $100	0073355474	AHA9443	AUTHORIZED	378449204	Refund Generated due to adjustment on Bill #0073355474-2022-2022-0000	Situs error	07/11/2023	8/8/2023 8:38:51 AM	100	Tax	$0.00	$0.00	$0.00
															101	Tax	($159.75)	$0.00	($159.75)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
															128	Tax	$19.98	$0.00	$19.98
																		Refund	$169.77
TYSON, MONICA MICHELLE	TYSON, MONICA MICHELLE		430 GOLD HILL DR	UNIT #200	SALISBURY, NC 28146	Proration	0073158009	VAJ9359	AUTHORIZED	283471737	Refund Generated due to proration on Bill #0073158009-2022-2022-0000-00	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($42.74)	$0.00	($42.74)
															101	Tax	($46.77)	$0.00	($46.77)
															101	Vehicle Fee	($30.00)	$0.00	($30.00)
																		Refund	$119.51
VANG, CHENG POR	VANG, CHENG POR		330 KINGS TER		SALISBURY, NC 28146	Proration	0069928032	EKM4387	AUTHORIZED	188981190	Refund Generated due to proration on Bill #0069928032-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($44.11)	$0.00	($44.11)
															125	Tax	($6.04)	$0.00	($6.04)
																		Refund	$50.15
WARD, TIMOTHY CLARENCE	WARD, TIMOTHY CLARENCE	WARD, SHANNON MILLER	336 CLUB HOUSE DR		SALISBURY, NC 28144	Proration	0068313003	PKJ2412	AUTHORIZED	285048741	Refund Generated due to proration on Bill #0068313003-2021-2021-0000-00	Vehicle Sold	07/24/2023	8/8/2023 8:38:29 AM	100	Tax	($8.99)	$0.00	($8.99)
															101	Tax	($9.84)	$0.00	($9.84)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$18.83
WHITLEY, RANDY LEE	WHITLEY, RANDY LEE	WHITLEY, MELISSA ALEXANDER	103 CARRIAGE LN		SALISBURY, NC 28146	Proration	0052318199	CK95442	AUTHORIZED	188981194	Refund Generated due to proration on Bill #0052318199-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($238.39)	$0.00	($238.39)
															113	Tax	($32.63)	$0.00	($32.63)
																		Refund	$271.02
WILEY, JAMES WILLIAM JR	WILEY, JAMES WILLIAM JR	WILEY, JOANNE ELIZABETH	375 VINEYARD DR		SALISBURY, NC 28146	Proration	0052276588	TCC8731	AUTHORIZED	188981850	Refund Generated due to proration on Bill #0052276588-2022-2022-	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($28.55)	$0.00	($28.55)
															112	Tax	($3.91)	$0.00	($3.91)
																		Refund	$32.46

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Re

YANCEY, REBECCA LYN	YANCEY, REBECCA LYN		2030 ROSEMONT ST		SALISBURY, NC 28144	Proration	0052404902	MSBEN	AUTHORIZED	283472781	Refund Generated due to proration on Bill #0052404902-2022-2022-0000-00	Vehicle Sold	07/05/2023	8/8/2023 8:38:12 AM	100	Tax	($8.29)	($0.41)	($8.70)
															101	Tax	($9.07)	($0.46)	($9.53)
															101	Vehicle Fee	$0.00	$0.00	$0.00
																		Refund	$18.23
YATES, ROGER LYNN	YATES, ROGER LYNN		370 EASTSIDE DR		CHINA GROVE, NC 28023	Proration	0026411473	ZXA8238	AUTHORIZED	189060070	Refund Generated due to proration on Bill #0026411473-2021-2021-	Vehicle Sold	07/07/2023	8/8/2023 8:38:13 AM	100	Tax	($3.89)	$0.00	($3.89)
															125	Tax	($0.53)	$0.00	($0.53)
																		Refund	$4.42
																		Refund Total	$6143.67

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Shane Stewart, Assistant Planning and Development Director
DATE: 9/18/2023
SUBJECT: Schedule Legislative Hearing for Z 07-23: Steven Graham, for October 2, 2023

Steven Graham is requesting the rezoning of his approximate 2.12 acre parcel identified as Parcel ID 454-004 located at 775 Barringer Road from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI). According to county records, Graham purchased the subject property on October 23, 2009, which contained one (1) single family dwelling and associated storage buildings, which have recently been removed.

Since no public comment was received at the Planning Board meeting, staff is requesting consideration at the next available meeting (October 2nd).

ATTACHMENTS:
1. Staff Report
2. GIS Map
3. Application

DEPARTMENT OF PLANNING & DEVELOPMENT
SEPTEMBER 6, 2023
STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 07-23: STEVEN GRAHAM

Request: Rezone apx. 2.12 acre parcel from RA to CBI

Parcel ID: 454-004

Location: 775 Barringer Rd.

Lot size: Apx. 2.12 acres

Owner / Applicant: Steven and Diane Graham

Watershed: WSIV PA

PH II Stormwater: Yes

Floodplain: None

Existing Improvements: None

REQUEST

Steven Graham is requesting the rezoning of his approximate 2.12 acre parcel identified as Parcel ID 454-004 located at 775 Barringer Road from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI). According to county records, Graham purchased the subject property on October 23, 2009, which contained one (1) single family dwelling and associated storage buildings, which have recently been removed.

ZONING DISTRICT DESCRIPTIONS

Rural Agricultural (RA). This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

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.

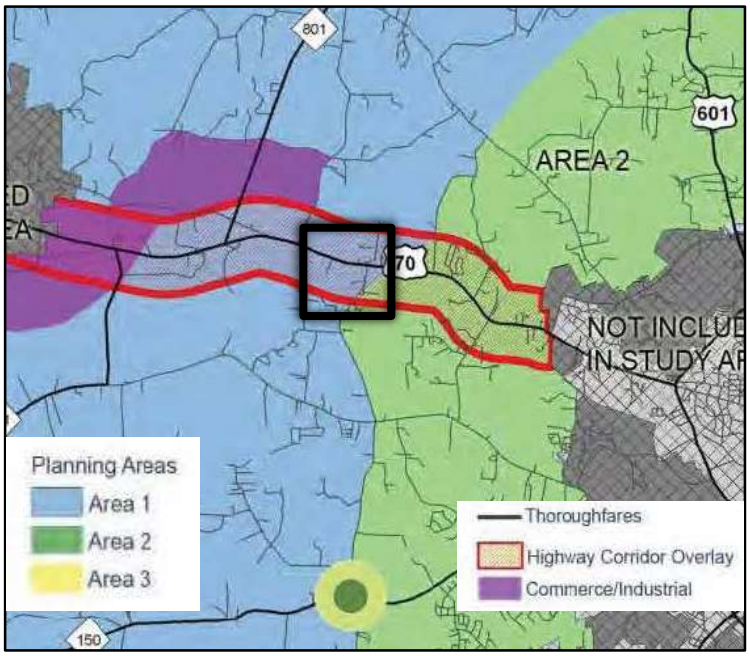
CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

This request is not located along a numbered highway – typical for CBI designation but does join a CBI district across the street by a common width of 318 feet. This district, which spans along Statesville Blvd. from North Second Creek on the west to the Salisbury Extra Territorial Jurisdiction (ETJ) at Enon Church Road on the east, generally following the Norfolk Southern Railroad to a varying distance of approximately ½ mile on the north side totaling 1,523 acres. Salisbury-Rowan Utilities (SRU) maintains a 12-inch public water line on the west side of Barringer Road, which extends from Statesville Blvd. to properties along Lowder, Richard, and other roads to the west.

CONFORMITY WITH ADOPTED PLANS / POLICIES

West Area Land Use Plan

- Located in Area 2, which encourages medium density residential development.
- Located 589 feet south of the Highway Corridor Overlay
- Neighborhood Business (NB) district is generally appropriate on major / minor thoroughfares other than NC / US highways.



COMPATIBILITY OF USES

MAJOR GROUP	INDUSTRY GROUP	RA	CBI
Residential		Most Permitted	Most Permitted
Construction		Most Permitted with SR	Most Permitted
Mining		Not Permitted	Not Permitted
Manufacturing		Most Permitted with SR	Most Permitted by right or SUP
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	Most Permitted
Wholesale Trade		Most Permitted with SR	Most Permitted
Retail Trade		Most Permitted with SR	Most Permitted
Finance, Ins., & Real Est.		Most Permitted with SR	Most Permitted
Services		Some Permitted with SR	Most Permitted
	Misc. Amusement & Rec.	Few Permitted with SUP	Most Permitted
Public Admin.		Few Permitted	Not Permitted

Generalized Groupings for Permitted SIC Categories:
Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

CONDITIONS IN THE VICINITY

North

- Graham's Piping (general contractor business) located at 720 Barringer Road.
    - 4.33 acre CBI zoned tract.
    - Tax Assessor records indicate the business was established in 1979.
    - GIS indicates approximately 11,000 sf under roof with an operational footprint of approximately 2.1 acres.
- Buccaneer Lounge (bar) at 440 Barringer Road.
- Old Farm West established in 1979 consisting of 27 residential lots.
- RC Garage and Salvage at 420 Barringer Road located north and south of the Norfolk Southern Railroad.
- West Rowan Middle School at 5925 Statesville Blvd.

South

- Residences located along Barringer Rd. and Cranfield Ln.
- Graham Manufactured Home Park containing 19 spaces.
- Capullo Ranch (agricultural property with event center) located at 1025 Barringer Road

East

- Old Farm West and large wooded acreage

West

- Residential uses along Barringer and Farm House Rds.
- Large acreage tracts

POTENTIAL IMPACT ON ROADS

Barringer Rd. (SR 1728) –

- Classified as a Major Thoroughfare by the Cabarrus Rowan Metropolitan Planning Organization Thoroughfare Plan with a 14,600 vehicle trip capacity.
- Road has a 55 mph speed limit and approximate pavement width of 22 foot.
- The most recent traffic count from the North Carolina Department of Transportation in 2021 indicate a 2,300 average annual daily traffic (AADT) count taken at West Middle School. A historic high was registered in 2005 with 3,500 AADT.

Cranfield Ln. (private) –

- Twenty (20) foot private graveled easement extending along the north and east side of the property serving four (4) lots and two (2) residences.

POTENTIAL IMPACT ON SCHOOLS

N/A. Both RA and CBI permit residential uses at the same density.

POTENTIAL IMPACT ON UTILITIES

Property has the option of connecting to public water located on the west side of Barringer Rd. This property is located within a North Carolina Department of Environmental Quality Phase II stormwater area, which require compliance with on-site stormwater detension based on development size. Since this property is located in a WSIV PA, this provision would only apply if one (1) or more acres of land are disturbed. Similarly, the 36% built upon limitation of the watershed standards (assuming no curb and gutter) only apply to a project that exceed one (1) or more acres of disburbed land.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. See enclosed guide.

AUGUST 28TH PLANNING BOARD MEETING

No citizen comments were given at the meeting. Planning staff did not receive any calls or emails from concerned citizens regarding the request. The Planning Board voted unanimously (8-0) to approve the request based on the following statement:

"Z 07-23 is consistent with the West Rowan Land Use Plan and reasonable / appropriate based on the following:

1) **While not adjacent to, it is close to a major thoroughfare, as well as commercial railway.**

2) **It is directly across from another existing CBI district.**

3) **It is served by public water and sewer [Planning Staff Comment: No public sewer available].**

4) **It supports an existing Rowan County business and creates an opportunity for growth in tax base."**

STAFF COMMENTS Staff discussed both the option of a conditional district (voluntary option) and general rezoning with the owner's representatives. Based on some the required plan commitments of plan detail, the owner elected to submit a general rezoning. While properties on the north side of the railroad track have not experienced non-residential development projects, the area is zoned to allow a wide variety of uses that could be approved administratively. The approximate 13-acre portion of CBI zoning south of the railroad line is currently comprised of Graham's Piping and part of the RC salvage yard, both of which pre-dated countywide zoning in 1998, would be joined by a common zoning district boundary of 318 feet.

Z 07-23: Steven Graham

ROWAN COUNTY
NORTH CAROLINA
Be an original.

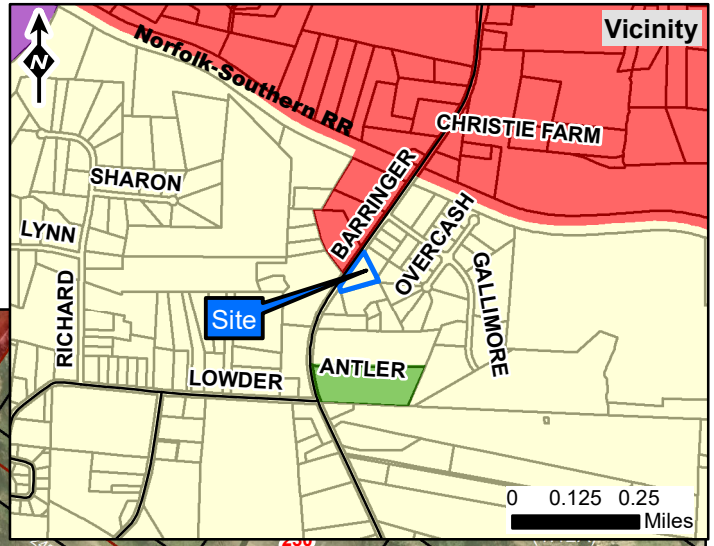
Legend

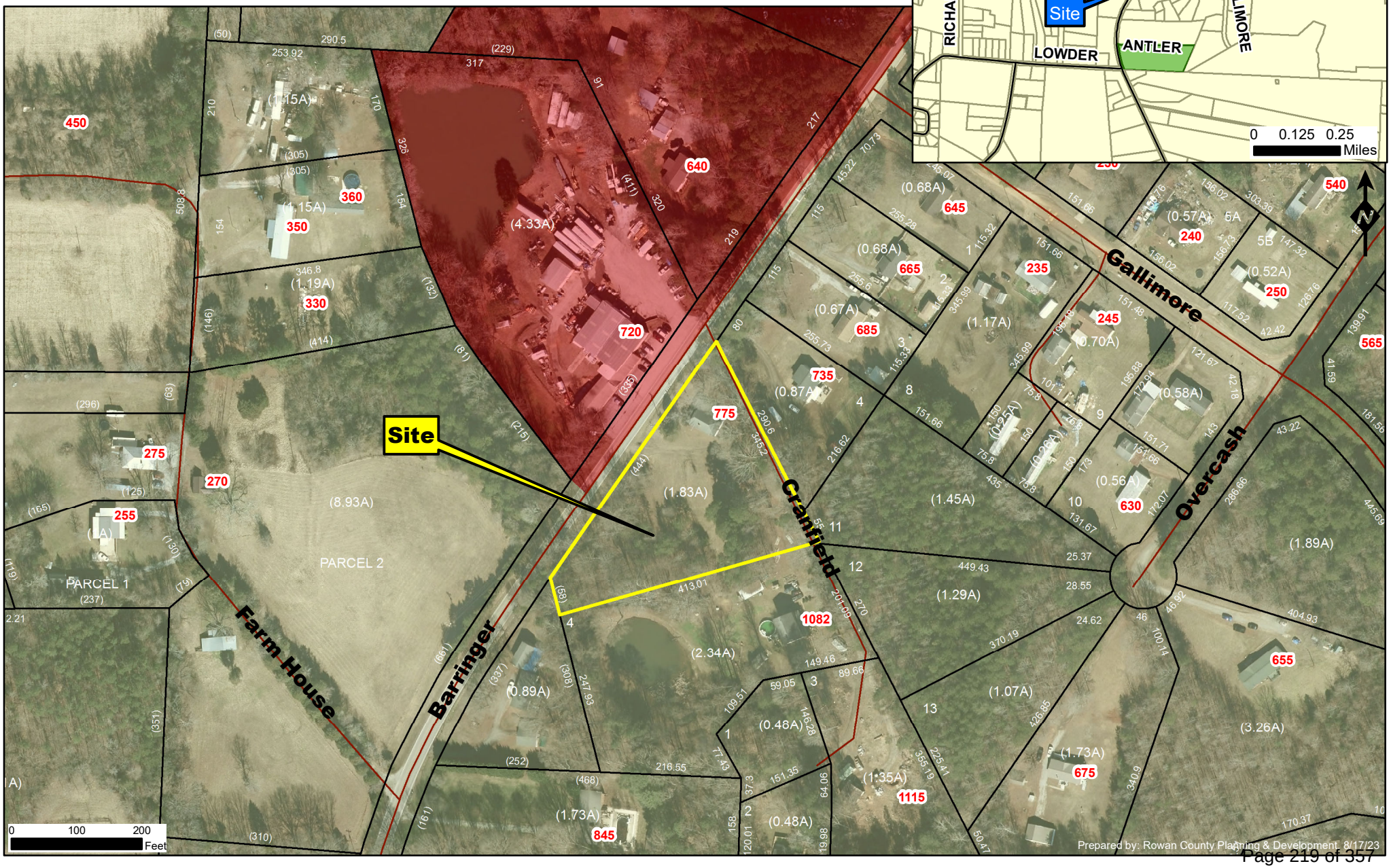
Zoning
RA MHP CBI IND

Parcel ID 454-004
Parcels
Roads

350 Address

Feb / Mar 22 Aerials





Prepared by: Rowan County Planning & Development. 8/17/23

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

Case # Z 07-23
Date Filed 8/3/23
Received By SAS
Amount Paid $500 via cc

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Steven E Graham

Signature: Steven E Graham

Phone: 704-637-0416 Email: sgraham@grahampiping.com

Address: 2240 Barringer Road, Salisbury NC 28147

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

Name: Same as above

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 454-004 Size (sq.ft. or acres): 2.12

Property Location: 775 Barringer Road, Salisbury NC 28147

Current Land Use: private

Date Acquired: 10/23/2009 Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI

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

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ **COUNTY OF** _____

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

My commission expires_____, 20 _____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 8 / 28 / 23 3. Notifications Mailed: 8 / 16 / 23 4. Property Posted: 8 / 17 / 23 5. Planning Board Action: Approved 8 Denied 0 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

FROM: Shane Stewart, Assistant Planning and Development Director
DATE: 9/18/2023
SUBJECT: Schedule Legislative Hearing for ZTA 03-23: Satellite Earth Station, for October 16, 2023

Amazon Kuiper Infrastructure, LLC (Amazon) is requesting an amendment to sections 21-56 (6) and 21-113 of the Rowan County Zoning Ordinance to establish specific standards for a “Satellite Earth Station (Broadband Service)” and allow with Special Requirements in the RA, RR, RS, MHP, MFR, AI, NB, INST, and IND districts.

ATTACHMENTS:
1. Staff Report
2. CityScape Consultant Review Letter
3. FCC Excerpt
4. Applicant Draft Text Amendment
5. Application

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: September 6, 2023
RE: **ZTA 03-23: Satellite Earth Station**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Schedule legislative hearing for **ZTA 03-23** for October 16, 2023

REQUST

Amazon Kuiper Infrastructure, LLC (Amazon) is requesting an amendment to sections 21-56 (6) and 21-113 of the Rowan County Zoning Ordinance to establish specific standards for a "Satellite Earth Station (Broadband Service)" and allow with Special Requirements in the RA, RR, RS, MHP, MFR, AI, NB, INST, and IND districts.

BACKGROUND

On June 21, 2022, Amazon applied for a Special Use Permit (SUP 03-22) to construct a Satellite Earth Station to provide high speed internet service across the county and surrounding area. The request was processed as a wireless support structure (SIC 48 pt) – generally defined as new or existing structure designed to support or capable of supporting wireless facilities. A "wireless facility" is defined *the set of equipment and network components, exclusive of the underlying wireless support structure or tower, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment necessary to provide wireless data and wireless telecommunications services to a discrete geographic area*. In addition to the general criteria, the use is also subject to specific special use criteria in section 21-60 (4) (a) through (f) of the Zoning Ordinance.

Prior to this application, all wireless support structure requests were in the form of a monopole, lattice, or guyed "tower" used to support the requested communication equipment. On October 17, 2022, the Board of Commissioners approved Amazon's project, which included six (6) satellite dishes each eight (8) foot in diameter mounted on short poles located within a fenced compound.

On December 1, 2022, the Mt. Ulla Historic Preservation Society Inc. appealed the decision to Superior Court citing alleged errors in the consideration of SUP 03-22. For the purposes of this memo, additional background regarding the appeal is not included herein.

On June 5, 2023, Amazon submitted a text amendment to create a specific land use category for "satellite earth station" and standards to separate from the wireless support structure process and special use permit process.

JUNE 26, 2023 PLANNING BOARD MEETING

At the June 26th Planning Board meeting, the board voted to forward the text amendment request to Committee B for further review.

JULY 13, 2023 COMMITTEE B MEETING

Committee B discussed the proposed text amendments from Amazon Kuiper along with staff suggested changes in relation to Title 47 of the Code of Federal Regulations (CFR) Section 25.104 (enclosed) pertaining to the preemption of local zoning of earth stations and in consultation with the county's telecommunication consultant, CityScape. In short, committee members expressed no concern with staff's written and proposed modifications to the draft text but was interested in any input from the County Airport Director Valerie Steele regarding the proposed language. Rather than opting for a second committee meeting to consider a final draft and Ms. Steele's input, members suggested the request should be considered by the full Planning Board for a courtesy hearing.

CITYSCAPE REVIEW

Planning staff had numerous discussions with CityScape staff regarding the proposed text amendment and staff suggested changes. CityScape engineers in conjunction their attorney Anthony Lepore, Esq. reviewed and commented on several draft versions of the text for ordinance consistency, compliance with the North Carolina General Statues, and the CFR. See enclosed CityScape letter supporting this position.

APPLICANT PROPOSED TEXT CHANGES

See enclosed proposed text amendment from Amazon Kuiper Infrastructure, LLC pertaining to sections 21-56 and 21-113 of the Zoning Ordinance.

STAFF PROPOSED TEXT CHANGES

The following Zoning Ordinance text include existing, unchanged text in regular black with proposed new text in **bold red**.

Section 21-4. Definitions

Equipment compound means an area surrounding or near the base of a wireless support structure or **satellite earth station** within which a wireless facility is located.

***Satellite Earth Station (SES)* means a fixed earth station consisting of an equipment compound containing a satellite dish(es) and associated components used by a network provider to transmit wireless data (e.g. voice/text/visual or audio data) between their satellites located in the atmosphere and / or other land-based antennas and their consumer's equipment for such wireless communications.**

Section 21-56 (6) **(h)** ***Satellite Earth Station (SES).***

***Purpose and Intent*. Rowan County recognizes the social, economic, and educational benefits of adequate access to broadband internet service for residents, businesses, and other users in the county. Goals of the 2018 Board of Commissioners initiated Broadband Task Force sought to further this interest by addressing needs of the unserved and underserved residents, enhancing existing capabilities, and supporting good governance. Concurrently, development standards are necessary to protect the public health, safety, general welfare, and aesthetic interests of the county in the location of a Satellite Earth Station (SES) while adhering to Chapter 47 Section 25.104 of the Code of Federal Regulations. It is the intent of this subsection to place the minimum regulation necessary to address:**

1. **Health / Safety / Aesthetics – The County seeks to ensure the health and safety of its residents and preserve community aesthetics through these regulations by ensuring equipment is structurally stable, securely fenced, warning signage provided, and minimize potential interference with aircraft communications in the AZO.**

2. **General Welfare / Aesthetics – Adequate separation from residential uses, screening, height limitations, maximum equipment compound size, and limited noise at the property line.**

a. ***Applicability*. This subsection applies to a SES containing an antenna dish larger than 6.57 feet in diameter. Nothing contained in this subsection shall be interpreted to include private non-commercial antenna identified in sections 21-275 and 21-277 used in conjunction with an on-site dwelling or non-residential use to receive telecommunication services from a network provider.**

b. ***Site plan*. Applications shall include two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including items in section 21-56(6)(e)5 and section 21-60(4)a.1.i.**

c. *Location*. The SES shall not be located within the conical or horizontal surface of the AZO for the Mid-Carolina Regional Airport.

d. *Equipment compound*. The equipment compound may not exceed two (2) acres.

e. *Height*. The maximum height of the dish or antenna, shall be twenty (20) feet.

f. *Fencing and signage*. Security fencing, a minimum of six (6) feet in height, shall be installed at the equipment compound perimeter. Clearly visible signs warning of potential RF exposure risk shall be affixed to the security fence in accordance with the Federal Communications Commission (FCC) rules and regulations including their Office of Engineering and Technology (OET) Bulletin 65. No advertising shall be posted on the security fence.

g. *Separation*. The equipment compound shall be a minimum of five hundred (500) feet from an existing dwelling unit located in a residential zone. This separation standard does not apply to subsequent improvements made within an equipment compound initially constructed in compliance with this section.

h. *Screening*. The equipment compound, less the driveway access and any vehicular turn-around area, shall be screened by a Type A buffer six (6) feet in height.

i. *Noise*. Noise generated by the SES shall not exceed 65 decibels as measured from the nearest property line or leased area associated with the SES.

j. *Documentation*. The network provider shall include:

a. FCC license to operate at the subject site;
b. No Hazard to Air Navigation determination from the FAA; and
c. No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO).

Documentation in subsections B and C must be dated within three hundred sixty-five (365) days of the application.

Section 21-113. Table of Uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements SR (A) – Permitted with Special Requirements as Accessory Use S - Special Use CD - Conditional District		Zoning Districts									
		Residential					Nonresidential				
SIC	Use	RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Transportation, communications, electric, gas and sanitary services											
48	Communications, *all except*							P			P
	Transmission tower & Wireless support structures	S	S					S	S		S
	Co-location of wireless facilities	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Satellite Earth Station	**SR**	**SR**	**SR**	**SR**	**SR**		**SR**	**SR**	**SR**	**SR**
4832	Radio broadcast towers	S									
4833	Television broadcast towers	S									

AUGUST 28, 2023 PLANNING BOARD MEETING

Aside from the applicant, three (3) citizens spoke during the courtesy hearing. One citizen expressed concern with the migration from a special use permit process (quasi-judicial review) to an administrative review (planning staff approval). Board discussion focused on two (2) areas:

1. Should an SES only be prohibited from a specific portion of the AZO for the Mid-Carolina Regional Airport or include location restrictions near private airports / airstrips? The board voted to remove subsection 2C and allow subjection J address potential interference with aircraft.

2. Should an SES application require a special use permit or administrative review? After much discussion, the board voted to retain the administrative review with one (1) member in favor of a special use permit process.

The board voted 7-1 to recommend approval of the planning staff text version subject to removal of subsection 2C subject to the following statement of consistency:

"ZTA 03-23 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Rowan Land Use Plans. Furthermore, the adoption is deemed an amendment to both plans for the following reasons:

1) It allows for connectivity development that is in line with the counties tax force of broadband development.

2) The text complies with federal guidelines set by the FCC and FAA while addressing the applicability, the aesthetics and safety among other meaningful items.

3) It allows for staff oversight for compliance and evaluation of criteria."

STAFF COMMENT

The proposed text will create a new land use classification separate from a wireless support structure with appropriate standards for the relatively short ground mounted improvements. Other than the specific standards noted herein, the primary change will be the transition from a SUP review through the Board of Commissioners to an administrative review with Planning Staff.

CityScape
CONSULTANTS, INC.

August 18, 2023

Shane Stewart, AICP, CFM
Assistant Planning Director
Rowan County Planning & Development
402 N. Main St., Suite 204
Salisbury, NC 28144

Dear Mr. Stewart:

As the County's wireless communications facility consultant and at your direction, we have reviewed the draft UDO provisions regarding commercial satellite earth stations and have offered (in yellow highlight) proposed edits to the current text, as attached hereto;

In doing so, we also reviewed Chapter 160D, North Carolina Statutes, as well as 47 CFR §25.104 to ensure that the draft regulations were in conformity with applicable state and federal law regarding such matters. Our opinion is that the proposed language does conform to the applicable state and federal law on this subject. In particular, it articulates the specific health, safety and aesthetic concerns of the County that the regulation is designed to address and it addresses those concerns without "unnecessarily burdening the federal interests in ensuring access to satellite services and in promoting fair and effective competition among competing communications service provider." Additionally, we would note that you are ***not*** regulating smaller earth stations in these UDO provisions, which are subject to greater flexibility in siting pursuant to the FCC's "OTARD" rule (47 C.F.R. §1.4000). An example of a recent FCC declaratory ruling involving interpretation of the OTARD rule with the City of Chicago, which attempted to regulate the placement of such smaller satellite earth stations, is enclosed herein for your further information. While not directly on point with these UDO provisions, the information may be useful in your consideration of these matters. Additional regulatory and decisional opinions on the OTARD rule can be found here: https://www.fcc.gov/media/over-air-reception-devices-rule#links. Unfortunately, there does not appear to be a similar number of federal decisional or regulatory rulings on the larger earth station facilities such as you are regulating with these UDO provisions, presumably because there are fewer instances of large earth station installations than the small earth station installations that are regulated under 47 CFR §1.4000.

I would further note one specific addition proposed, which is the applicant obtaining a no hazard determination from the FAA for the installation of the facility. This is not because of the size or height of the facility being a physical obstruction to aviation, but rather because there is a chance the earth station will use spectrum in the "C-Band" (3.7 to 4.2 gHz) that is also utilized by aircraft altimeters and has the potential, albeit remote, to interfere with such altimeters if they are not properly shielded/filtered. There is a long line of FAA regulatory documents on this particular issue, which I can point you to if desired, as well as ample

press reports about the issue (as wireless carriers have begun to also utilize this spectrum as well). Thus the requirement that the applicant submit an FAA 7460-1 application for no hazard determination and provide its proposed frequency utilization, and permit the FAA to pass on that request.

We welcome the opportunity to further discuss with you the proposed edits that we have suggested to the draft regulation, which we believe further advances the County's goals while remaining compliant with applicable state and federal law.

Thank you for the opportunity to assist you in this project. We look forward to receipt of your comments on same.

Sincerely,

Anthony T. Lepore, Esq.
President

Enclosure

use of one or more reflecting satellites or other objects in space.

Space station. A station located on an object which is beyond, is intended to go beyond, or has been beyond, the major portion of the Earth's atmosphere. (RR)

Space system. Any group of cooperating earth stations and/or space stations employing space radiocommunication for specific purposes. (RR)

Spacecraft. A man-made vehicle which is intended to go beyond the major portion of the Earth's atmosphere. (RR)

Terrestrial radiocommunication. Any radiocommunication other than space radiocommunication or radio astronomy. (RR)

Terrestrial station. A station effecting terrestrial radiocommunication.

Two-degree-compliant space station. A GSO FSS space station operating in the conventional or extended C-bands, the conventional or extended Ku-bands, or the conventional Ka-band within the limits on downlink EIRP density or PFD specified in §25.140(a)(3) and communicating only with earth stations operating in conformance with routine uplink parameters specified in §25.211(d), §25.212(c), (d), (e), or (f), or §25.218.

Vehicle-Mounted Earth Station (VMES). An earth station, operating from a motorized vehicle that travels primarily on land, that receives from and transmits to Fixed-Satellite Service space stations and operates within the United States.

[79 FR 8311, Feb. 12, 2014, as amended at 79 FR 26868, May 12, 2014; 81 FR 55324, Aug. 18, 2016; 83 FR 34489, July 20, 2018; 84 FR 53651, Oct. 8, 2019; 84 FR 66779, Dec. 5, 2019; 85 FR 22864, Apr. 23, 2020; 85 FR 44786, July 24, 2020; 85 FR 43733, July 20, 2020]

§ 25.104 Preemption of local zoning of earth stations.

(a) Any state or local zoning, land-use, building, or similar regulation that materially limits transmission or reception by satellite earth station antennas, or imposes more than minimal costs on users of such antennas, is preempted unless the promulgating authority can demonstrate that such regulation is reasonable, except that non-federal regulation of radio frequency emissions is not preempted by this section. For purposes of this paragraph (a), reasonable means that the local regulation:

(1) Has a clearly defined health, safety, or aesthetic objective that is stated in the text of the regulation itself; and

(2) Furthers the stated health, safety or aesthetic objective without unnecessarily burdening the federal interests in ensuring access to satellite services and in promoting fair and effective competition among competing communications service providers.

(b)(1) Any state or local zoning, land-use, building, or similar regulation that affects the installation, maintenance, or use of a satellite earth station antenna that is two meters or less in diameter and is located or proposed to be located in any area where commercial or industrial uses are generally permitted by non-federal land-use regulation shall be presumed unreasonable and is therefore preempted subject to paragraph (b)(2) of this section. No civil, criminal, administrative, or other legal action of any kind shall be taken to enforce any regulation covered by this presumption unless the promulgating authority has obtained a waiver from the Commission pursuant to paragraph (e) of this section, or a final declaration from the Commission or a court of competent jurisdiction that the presumption has been rebutted pursuant to paragraph (b)(2) of this section.

(2) Any presumption arising from paragraph (b)(1) of this section may be rebutted upon a showing that the regulation in question:

(i) Is necessary to accomplish a clearly defined health or safety objective that is stated in the text of the regulation itself;

(ii) Is no more burdensome to satellite users than is necessary to achieve the health or safety objective; and

(iii) Is specifically applicable on its face to antennas of the class described in paragraph (b)(1) of this section.

(c) Any person aggrieved by the application or potential application of a state or local zoning or other regulation in violation of paragraph (a) of this section may, after exhausting all

nonfederal administrative remedies, file a petition with the Commission requesting a declaration that the state or local regulation in question is preempted by this section. Nonfederal administrative remedies, which do not include judicial appeals of administrative determinations, shall be deemed exhausted when:

(1) The petitioner's application for a permit or other authorization required by the state or local authority has been denied and any administrative appeal and variance procedure has been exhausted;

(2) The petitioner's application for a permit or other authorization required by the state or local authority has been on file for ninety days without final action;

(3) The petitioner has received a permit or other authorization required by the state or local authority that is conditioned upon the petitioner's expenditure of a sum of money, including costs required to screen, pole-mount, or otherwise specially install the antenna, greater than the aggregate purchase or total lease cost of the equipment as normally installed; or

(4) A state or local authority has notified the petitioner of impending civil or criminal action in a court of law and there are no more nonfederal administrative steps to be taken.

(d) Procedures regarding filing of petitions requesting declaratory rulings and other related pleadings will be set forth in subsequent Public Notices. All allegations of fact contained in petitions and related pleadings must be supported by affidavit of a person or persons with personal knowledge thereof.

(e) Any state or local authority that wishes to maintain and enforce zoning or other regulations inconsistent with this section may apply to the Commission for a full or partial waiver of this section. Such waivers may be granted by the Commission in its sole discretion, upon a showing by the applicant that local concerns of a highly specialized or unusual nature create a necessity for regulation inconsistent with this section. No application for waiver shall be considered unless it specifically sets forth the particular regulation for which waiver is sought. Waivers granted in accordance with this section shall not apply to later-enacted or amended regulations by the local authority unless the Commission expressly orders otherwise.

(f) A satellite earth station antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter or is located in Alaska is covered by the regulations in §1.4000 of this chapter.

[61 FR 10898, Mar. 18, 1996, as amended at 61 FR 46562, Sept. 4, 1996]

EFFECTIVE DATE NOTE: At 61 FR 46562, Sept. 4, 1996, §25.104 was amended by revising paragraph (b)(1) and adding paragraph (f). These paragraphs contain information collection and recordkeeping requirements and will not become effective until approval has been given by the Office of Management and Budget.

§ 25.105 Citizenship.

The rules that establish the requirements and conditions for obtaining the Commission's prior approval of foreign ownership in common carrier licensees that would exceed the 20 percent limit in section 310(b)(3) of the Communications Act (47 U.S.C. 310(b)(3)) and/or the 25 percent benchmark in section 310(b)(4) of the Act (47 U.S.C. 310(b)(4)) are set forth in §§1.5000 through 1.5004 of this chapter.

[81 FR 86613, Dec. 1, 2016]

§§ 25.106–25.107 [Reserved]

§ 25.108 Incorporation by reference.

(a) Certain material is incorporated by reference into this part with the approval of the Director of the Federal Register under 5 U.S.C. 552(a) and 1 CFR part 51. All approved material is available for inspection at the Federal Communications Commission's Reference Information Center, located at the address of the FCC's main office indicated in 47 CFR 0.401(a), and is available from the sources listed in this section. It is also available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, email *fr.inspection@nara.gov;* or go to *www.archives.gov/federal-register/ccfr/ibr-locations.html.*

PROPOSAL TO AMEND
THE CODE OF ORDINANCES,
COUNTY OF ROWAN, NORTH CAROLINA

WHEREAS, North Carolina General Statute Section NC Chapter 160D; Article 7, Zoning Regulation; Section 160D-932, Local authority; authorizes local governments to regulate, by ordinance made in accordance with the applicable comprehensive plan, the provision of adequate transportation, water, sewerage, schools, parks, and other public requirements to promote the health, safety, morals, or general welfare of the community;

WHEREAS, the leadership of Rowan County recognizes that "access to broadband service is "essential for the social and economic benefits it provides to residents, businesses, governments and communities;"

WHEREAS, the Northern, Western, and Southeastern parts of Rowan County are currently underserved in regard to broadband service;

WHEREAS, in February 2018, the Rowan County Board of Commissioner determined it necessary to form a Broadband Task Force in order to promote broadband services countywide, address the needs of unserved and underserved residents, foster public-private innovation, enhance existing capabilities, and support good governance; and

WHEREAS, the Rowan County Board of Commissioners firmly believes that it is in the public interest to amend the County's Unified Development Ordinance described herein below.

1. **Sec. 21-113 Table of uses** is hereby amended by having the following alterations by additions are noted as *italic* text and deletions are noted as ~~struck through~~ text:

"Sec. 21-113. - Table of uses"

P – Permitted by Right P(A) – Permitted as Accessory Use SR – Permitted with Special Requirements S – Special Use CD – Conditional District	***Zoning Districts***									
	Residential					***Nonresidential***				
Use	***RA***	***RR***	***RS***	***MHP***	***MFR***	***AI***	***CBI***	***NB***	***INST***	***IND***
Transportation, communications, electric, gas and sanitary services										

Transmission tower and wireless support structures	S	S					S	S		S
Satellite Earth Station (Broadband Service)	*SR*	*SR*	*SR*	*SR*	*SR*	*SR*		*SR*	*SR*	*SR*
Co-location of wireless facilities	SR	SR	SR	SR	SR	SR		SR	SR	SR

2. Sec. 21-56 Specific criteria for uses listed as SR in section 21-113. is hereby amended by having the following alterations by additions are noted as *italic* text and deletions are noted as ~~struck through~~ text as follows:

(6) Additional standards applicable to specific uses listed as SR in the transportation, communication, electric, gas and sanitary services group.

h. Satellite Earth Station (Broadband Service). The County acknowledges the merits of broadband delivered by satellite for its ability to provide broadband service to previously unserved or underserved areas, including to those portions of the County that do not currently have the infrastructure to support the delivery of broadband service in a manner consistent with the objectives of the Rowan County Broadband Task Force, and further acknowledges the need to place satellite earth stations in order to allow delivery of these innovative services.

1. Applications for a satellite earth station shall include two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including items in section 21-56(6)(e)5 and section 21-60(4)a.1.i.

2. The antennas located within a satellite earth station shall be a maximum of twenty (20) feet in height.

3. Maximum lot size. The maximum lot size is two (2) acres.

4. Buffer. All structures and operations shall be a minimum of 500 feet from adjacent residentially developed property lines.

5. Fencing. Security fencing, a minimum of six (6) feet in height, shall be installed at the station area perimeter. Clearly visible signs waring of potential RF exposure risk shall be affixed to the security fence in accordance with FCC Rules and Regulations and OET Bulletin 65. No advertising shall be posted on the security fence.

6. *Location. These stations shall not be located within the conical or horizontal surfaces associated with the current or stated future plans for Mid-Carolina Regional Airport.*

7. *Applicant shall provide a structural analysis report of a registered North Carolina structural engineer certifying that the satellite dishes will comply with ANSI/TIA-222 G or H standards and the fall radius is within the lease area.*

8. *Noise generated by the station shall not exceed 65dBa at the proper line.*

3. **Effective Date.** This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this ___ day of _____, 2023 by the Rowan County Board of Commissioners.

_____
Greg Edds
Chairman Rowan County Board of Commissioners

CERTIFICATION

I, Sara Pack, Clerk to the Rowan County, North Carolina, Board of Commissioners do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the County Board of Commissioners held on this ___ day of _____, 2023.

In witness whereof, I have hereunto set my hand and caused the seal of the County of Rowan to be affixed this ___ day of _____, 2023.

_____
Sara Pack (seal)
Clerk to the Rowan County Board of Commissioners

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 # **ZTA** 03-23
Date Filed 6/5/23
Received By SAS
Amount Paid $500
Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Amazon Kuiper Infrastructure, LLC

Signature: _____

Phone: _____ Email: _____

Address: PO Box 80863
Seattle, WA 98108

AGENT INFORMATION:

Name: Brett T. Hanna

Signature: Brett T. Hz

Phone: 919-329-3875 Email: brett.hanna@nelsonmullins.com

Address: 301 Hillsborough Street, Suite 1400
Raleigh, NC 27603

SECTION(S) Sec. 21-113

DESCRIPTION OF REQUESTED CHANGE:

See attached.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Planning Board Courtesy Hearing: 8 / 18 / 23 3. Planning Board Action: Approved 7 Denied 1 4. Board of Commissioners Public Hearing: ___/___/___ 5. Dates Advertised: 1st ___/___/___ 2nd ___/___/___
6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ___/___/___

Amazon Kuiper Infrastructure LLC

By: _____
Name: Steven Metayer
Title: Vice President
Date Signed: June 5, 2023

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Josh Canup
DATE: 9/18/2023
SUBJECT: Schedule Legislative Hearing to consider changes to Chapter 18 of the Rowan County Code of Ordinances pertaining to Soil Erosion and Sedimentation Control for October 2, 2023.

The Rowan County Soil Erosion and Sediment Control Program has completed the necessary steps of updating the E&SC ordinance. The last update to the ordinance was completed in 2008.

The 2023 version includes language from the recent statutory updates contained in NCGS 160D and revisions to the NCDEQ state model ordinance. The main objective is for the County's ordinance to be reflective of those changes with little modification. The only significant change, beyond updated legal language, is the repeal of Section 18-24(c) Sewershed requirements that imposed special stormwater design standards within the Town Creek Sewershed. The original inclusion of these requirements were a prerequisite to the State permitting the construction of the Town Creek sewer line. Since that time, city/town stormwater design standards of Salisbury and China Grove have expanded to include most development projects within this corridor. Developments that are not regulated by either of these entities are regulated by Phase II Stormwater regulations. Furthermore, this office reached out to the USACE (partly the original author for this to-be-deleted section) for clarity whether it could be removed from our ordinance. The response was that it would no longer be required by the USACE as a design standard in this district.

The other primary change reflects a more streamlined approach to handling Plan Appeals (Sec. 18-71) and Penalties (Sec. 18-91) by having the assessment and final decision reside with the Board of Adjustment allowing for a more expedited process for the developer and County alike.

As a practical matter, the proposed ordinance amendments have been through a preliminary review with NCDEQ and legal review with the SCC (Sediment Control Commission). These agencies recommended approval with the edits that have been made.

Staff recommends scheduling this ordinance update for a Legislative Hearing at the October 2, 2023 Commission meeting.

Josh Canup
Rowan County Environmental Compliance Specialist

ATTACHMENTS:
1. Proposed Revisions to Ordinance

Chapter 18 - SOIL EROSION AND SEDIMENTATION[1]

Footnotes:

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Editor's note— An amendment adopted July 7, 2008, amended ch. 18 in its entirety to read as herein set out. Former ch. 18 consisted of §§ 18-1—18-4; 18-21—18-31; 18-51—18-53, 18-71, 18-91, and 18-92, pertained to similar subject matter and derived from an ordinance adopted Nov. 5, 1990; and an ordinance adopted Jan. 4, 1993.

Cross reference— Mining; other extractive industries, § 7-201 et seq.; farmland preservation, Ch. 8.5; floodway; floodway fringe, Ch. 9; flood damage prevention, § 9-201 et seq.; planning and development, Ch. 17; zoning, Ch. 21.

State Law reference— Sedimentation Pollution Control Act of 1973, G.S. 113A-50 et seq.

ARTICLE I. - IN GENERAL

Sec. 18-1. - Authority and purpose.

This chapter may be known and cited as the Soil Erosion and Sedimentation Control Ordinance for Rowan County, NC and may be commonly referred to as the "erosion control ordinance". This chapter is adopted pursuant to the authority granted in G.S. 113A Article 4 for the purposes of:

(1) Regulating certain land-disturbing activities to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses and other public and private property by sedimentation; and

(2) Establishing procedures through which these purposes can be fulfilled.

(Amend. of 7-7-08)

Sec. 18-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accelerated erosion means any increase over the rate of natural erosion as a result of land-disturbing activity.

Act means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

Adequate erosion control measure, structure or device means one which controls the soil material within the land area under responsible control of the Person conducting the land-disturbing activity.

Administrative Decision means a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts or the application of objective standards set forth in this chapter. These are sometimes referred to as “ministerial” decisions or “administrative determination”.

Affiliate means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another Person.

Appeal means a request for a review by the board of commissions of an administrative decision regarding any provision of this article.

Approving Authority means the Department or other State or a local government agency that has been delegated erosion and sedimentation plan review responsibilities in accordance with the provisions of the Act.

Being conducted means a land-disturbing activity has been initiated and permanent stabilization of the site has not been completed.

Best management practice (BMP) means a structural device, measure, facility, or activity which helps to achieve soil erosion and stormwater management control objectives at a designated site as recognized in the most recent version of the North Carolina Division of Water ~~Quality~~ Resources, Stormwater Best Management Practices Manual.

Board of adjustment means the Rowan County ~~Zoning~~ Board of Adjustment.

Board of commissioners means the Rowan County, North Carolina Board of Commissioners.

Borrow means fill material which is required for on-site construction and is obtained from other locations.

Buffer zone means the strip of land adjacent to a lake or natural watercourse.

Clearing means the removal of existing ground cover of a site prior to development that may include but not be limited to removal of structures, deforestation, etc.

Commission means the North Carolina State Sedimentation Control Commission.

Completion of construction or development means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

Department means the North Carolina Department of ~~Environment, and Natural Resources~~ Environmental Quality (NCDEQ).

Determination means a written, final and binding order, requirement, or determination regarding an administrative decision.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filing, grading, paving, excavation or drilling operations or storage of equipment or materials.

Developmental Approval means an administrative approval made pursuant to this chapter that is written and required prior to commencing development or undertaking a specific activity, project, or development proposal.

Director means the Director of the Division of Energy Mineral and Land Resources of the Department of Environmental ~~and natural resources~~ Quality.

Discharge point means that point at which runoff leaves a tract of land.

District means the Rowan County Soil and Water Conservation District created pursuant to G.S. Ch. 139.

Energy dissipator means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.

Erosion means the wearing away of land surface by the action of wind, water, gravity or any combination thereof.

Financial responsible owner (FRO) means the Person financially responsible for the land disturbing activity being conducted.

Ground cover means any natural vegetative growth or other material which renders the soil surface against accelerated erosion.

Ground level improvements means ground level loading areas, parking areas, patios and other similar ground level uses that will not occupy additional volume of the floodplain area during times of flooding.

High quality waters means those classified as such in 15A NCAC 2B~~.0101(e)(5), General Procedures~~ .0224, which is incorporated herein by reference to include ~~further~~ subsequent amendments and additions ~~pursuant to G.S. 150B-14(c).~~

High quality water (HQW) zones means areas that are within one (1) mile and drain to HQWs.

Impervious surface. Any material that significantly reduces and prevents natural infiltration of water into the soil. Impervious surfaces include but are not limited to roofs, patios, balconies, decks, streets, parking areas, driveways, sidewalks, and any concrete, stone, brick, asphalt, or compacted gravel surface. For purposes of this chapter, the effective impervious coverage of certain surfaces listed below are:

(1) Asphalt, concrete, crush and run gravel, masonry, marl, wood, and other impermeable surfaces which prevent land area from infiltrating stormwater are one hundred (100) percent impervious.

(2) Porous surfaces which permit direct infiltration of unconcentrated stormwater into ground areas so that the first one-half (½) inch of stormwater infiltrates into the ground are seventy (70) percent impervious.

(3) Slatted wood decks that allow the drainage of water through the slats to an unpaved surface below are fifty (50) percent impervious.

(4) Ungraveled natural footpaths, water surfaces of swimming pools, and drain fields are zero (0) percent impervious.

All other necessary determinations about impervious surfaces will be based on hydrological tests considering existing subgrade soils, slope, rainfall intensity and rainfall duration.

Lake or natural watercourse means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary and any reservoir, lake or pond, natural or impounded, in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.

Land-disturbing activity means any use of the land by any Person in residential, industrial, educational, institutional or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

Local government means any county, incorporated village, town or city, or any combination of counties, incorporated villages, towns and cities, acting through a joint program pursuant to the provisions of the Act.

Natural erosion means the wearing away of the earth's surface by water, wind or other natural agents under natural environmental conditions undisturbed by man.

North Carolina Administrative Code (NCAC) is the compilation of the administrative rules of approximately 26 state agencies and over 50 occupational licensing boards. Compilation and publication of the NCAC is mandated by G.S. 150B-21.18.

Parent means an affiliate that directly, or indirectly through one or more intermediaries, controls another Person.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body or other legal entity.

Person conducting land-disturbing activity means any Person who may be held responsible for a violation unless expressly provided otherwise by this chapter, the Act or any order adopted pursuant to this chapter or the Act.

Person responsible for the violation, as used in this chapter and G.S. 113A-64, means:

(1) The developer or other Person who has or holds himself ~~out~~ as having financial or operational control over the land-disturbing activity; or

(2) The landowner or Person in possession or control of the land when he has directly or indirectly allowed the land-disturbing activity or has benefited from it or he has failed to comply with a duty imposed by any provision of this chapter, the Act or any order adopted pursuant to this chapter or the Act.

Phase of grading means one (1) of two (2) types of grading, rough or fine.

Plan means erosion and sedimentation control plan.

Planning board means County Planning Board of Rowan County, North Carolina.

Post-development conditions means predevelopment conditions together with the land use, drainage and impervious conditions that would exist on the site if all proposed development plans for the site are fully completed.

Predevelopment conditions means the land use, drainage, and impervious surface conditions existing on the site at the time plans are submitted for approval, including any previously approved development plans for the site which has not expired, and projects which have an outstanding valid building permit or an established vested right in compliance with all applicable General Statutes, and/or Rowan County Ordinances.

Rowan County means the staff members of the Rowan County Planning and Development Department or any agents, officials or other qualified personnel of the County who are authorized to enforce the provisions of this chapter.

Sediment means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity or ice from its site of origin.

Sedimentation means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

~~*Sewershed* means a drainage area in which sources of sewerage flow by either gravity or pumping to reach a common collection point.~~

Siltation means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

Storm drainage facilities means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey stormwater through and from a given drainage area.

Stormwater runoff means the surface flow of water resulting from precipitation in any form and occurring immediately after rainfall or melting.

Subsidiary means an affiliate that is directly or indirectly, through one or more intermediaries, controlled by another Person.

Ten-year storm means the stormwater runoff resulting from precipitation of an intensity expected to be equaled or exceeded, on the average, once in ten (10) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Top-of-bank. ~~For the purposes of the sewershed district(s),~~ The point on a stream's cross-section defined by the bankfull elevation or the highest point in elevation immediately adjacent to the stream channel, whichever is greater.

~~*Town Creek District.* The Town Creek District is the Town Creek Watershed, including all lands which carry precipitation in the form of stormwater, via natural or manmade conveyances, down-slope to Town Creek and its tributary streams. The Town Creek District boundaries are as defined in Exhibit 1.~~

~~**Note** — Exhibit 1 can be located at the end of this chapter 18.~~

Tract means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

Twenty-five-year storm means the stormwater runoff from precipitation of an intensity expected to be equaled or exceeded on the average once in twenty-five (25) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Two-year storm means the stormwater runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in two (2) years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

Uncovered means the removal of ground cover from, on or above the soil surface.

Undertaken means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.

USACE means the United States Army Corps of Engineers.

Velocity means the average velocity of flow through the cross section of the main channel at the peak flow of the storm of interest. The cross section of the main channel shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.

Waste means the surplus materials resulting from on-site land-disturbing activities and disposed of at other locations.

Water-dependent structure. A structure, excluding habitable structures used for water access including, but not limited to, docks, marinas, and boat ramps.

Working days means days exclusive of Saturday and Sunday and State and Federal holidays during which weather conditions or soil conditions permit land-disturbing activity to be undertaken.

"Written" or "in-writing" means written communication, including by electronic email, executed by a staff member to document a determination, order, interpretation, notification, or other purpose identified by this chapter. Unless specified otherwise, in the absence of evidence to the contrary, delivery by first class mail shall be deemed received on the third business day following deposit of the item with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.

(Amend. of 7-7-08)

Sec. 18-3. - Scope and exclusions.

(a) *Geographical scope of regulated land-disturbing activity.* This chapter shall apply to land-disturbing activities within the territorial jurisdiction of Rowan County and as allowed by agreement between local governments, the extent of annexation or other appropriate legal instrument or law.

(b) *Exclusions from regulated land-disturbing activity.* Notwithstanding the general applicability of this ordinance to all land-disturbing activity, this chapter shall not apply to the following types of land-disturbing activity:

(1) Those activities undertaken on agricultural land for the production of plants and animals useful to man, including but not limited to:

(i) Forage and sod crops, grain and feed crops, tobacco, cotton, and peanuts;

(ii) Dairy animals and dairy products;

(iii) Poultry and poultry products; livestock, including beef cattle, llamas, sheep, swine, horses, ponies, mules or goats;

(iv) Bees and apiary products;

(v) Fur-producing animals.

(vi) Mulch, ornamental plants, and other horticultural products. For the purposes of this section, "mulch" means substances composed primarily of plant remains or mixtures of such substances.

(2) Those activities undertaken on forestland for the production and harvesting of timber and timber products and which are conducted in accordance with Best Management Practices set out in Forest Practice Guidelines Related to Water Quality as adopted by the North Carolina Department of Agricultural and Consumer Services. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with Forest Practice Guidelines Related to Water Quality, the provisions of this ~~subsection (2)~~ ordinance shall apply to such activity and any related land-disturbing activity on the tract;

(3) Activity for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the North Carolina General Statutes;

(4) Land-disturbing activity over which the state has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).

(5) For the duration of an emergency, activities essential to protect human life.

(6) Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.

(7) Activities undertaken pursuant to Natural Resources Conservation Service standards to restore the wetlands functions of converted wetlands as defined in Title 7 Code of Federal Regulations § 12.2

(Amend. of 7-7-08)

Sec. 18-4. - Conflict of Interest.

No Rowan County staff member or contracted agent shall make a final administrative decision concerning this ordinance if the applicable landowner or applicant of the petition is a Person with whom the member or agent has a close familial relationship defined as immediate family by Chapter 21 of the Rowan County Code of Ordinances including spouse, or business or other associational relationship. If a staff member or agent has a conflict of interest, the decision shall be assigned to another member or agent.

Sec. ~~18-4~~ 18-5—18-20. - Reserved.

ARTICLE II. - GENERAL REGULATIONS

Sec. 18-21. - Requirements.

(a) *Plans required.* No Person shall initiate any land-disturbing activity subject to this chapter without first obtaining a plan approval therefore from Rowan County.

(b) *Protection of property.* Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.

(c) *More restrictive rules shall apply.* Whenever conflicts exist between federal, state or local laws, ordinances or rules, the more restrictive provision shall apply.

(d) *Plan approval; exceptions.* Notwithstanding the general requirement to obtain a plan approval prior to undertaking land-disturbing activity, a plan approval shall not be required for land-disturbing activity that does not exceed forty-three thousand, five hundred, sixty (43,560) square feet in surface

area. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

(Amend. of 7-7-08)

Sec. 18-22. - Basic control objectives.

An erosion and sedimentation control plan may be disapproved if the plan fails to address the following control objectives:

(1) *Identify critical areas.* On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.

(2) *Limit time of exposure.* All land-disturbing activity is to be planned and conducted to limit exposure to the shortest feasible time specified in G.S. 113A-57, the rules of this Chapter, or as directed by the Approving Authority.

(3) *Limit exposed areas.* All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one (1) time.

(4) *Control surface water.* Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.

(5) *Control sedimentation.* All land-disturbing activity is to be planned and conducted so as to prevent off-site sedimentation damage.

(6) *Manage stormwater runoff.* When the increase in the velocity of stormwater runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving watercourse, a plan is to include measures to control the velocity to the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream.

(Amend. of 7-7-08)

Sec. 18-23. - Mandatory standards for land-disturbing activity.

No land-disturbing activity subject to the control of this chapter shall be undertaken except in accordance with the following mandatory standards:

(1) *Buffer zone.*

a. *Standard buffer.* No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a 30-foot buffer zone is provided along the margin of the watercourse.

b. *Projects on, over or under water.* This subsection shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over or under a lake or natural watercourse.

c. *Buffer measurement.* Unless otherwise provided, the width of a buffer zone is measured horizontally from the top of stream bank to the nearest edge of the disturbed area, containing natural or artificial means of confining visible siltation.

(2) *Graded slopes and fills.* The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within twenty-one (21) calendar days of completion of any phase of grading, be planted or otherwise be provided with temporary or permanent ground cover, devices or structures sufficient to restrain erosion. The angle for

graded slopes and fills must be demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.

(3) *Fill material.* Unless a permit from the Ddepartment's division of waste management to operate a landfill is on file for the official site, acceptable fill material shall be free of organic or other degradable materials, masonry, concrete and brick in sizes exceeding twelve (12) inches, and other materials which would cause the site to be regulated as a landfill by the State of North Carolina. Not all materials described in Section .0562 of 15A NCAC 13B are suitable to meet geotechnical considerations of the fill activity and should be evaluated accordingly.

(4) *Ground cover.* Whenever land-disturbing activity that will disturb more than one (1) acre is undertaken on a tract, or associated tracts, the Person conducting the land-disturbing activity shall install such sedimentation and erosion control devices and practices as are sufficient to retain the sediment generated by the land-disturbing activity within the boundaries of the tract(s) during construction upon and development of such tract(s), and shall plant or otherwise provide permanent ground cover sufficient to restrain erosion after completion of construction or development. Except as provided in subsection 18-24(b)(5) of this chapter, provisions for a ground cover sufficient to restrain erosion must be accomplished within ~~fifteen (15) working days or~~ ninety (90) calendar days following completion of ~~any phase of~~ construction or development~~, whichever period is shorter~~.

(5) *Prior plan approval.* No Person shall initiate any land-disturbing activity that will disturb more than one (1) acre on a tract unless, thirty (30) or more days prior to initiating the activity, a plan for the activity is filed with and approved by Rowan County. Rowan County shall forward to the director of the Division of Water ~~Quality~~ Resources a copy of each plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract.

(6) The land-disturbing activity shall be conducted in accordance with the approved erosion and sedimentation control plan.

(Amend. of 7-7-08)

Sec. 18-24. - Design and performance standards.

(a) Except as provided in subsection (b)(2) of this section, erosion and sedimentation control measures, structures and devices shall be planned, designed and constructed to provide protection from the calculated maximum peak rate of runoff from the ten-year storm. Runoff rates shall be calculated using the procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices," or the North Carolina Erosion and Sediment Control Planning and Design Manual or other acceptable calculation procedures.

(b) *HQW zones.* In high quality water (HQW) zones, the following design standards shall apply:

(1) *Limit on uncovered area.* Uncovered areas in HQW zones shall be limited at any time to a maximum total area, within the boundaries of the tract, of twenty (20) acres. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the ~~director~~ Director upon providing engineering justification with a construction sequence that considers phasing and limiting exposure.

(2) *Maximum peak rate of runoff protection.* Erosion and sedimentation control measures, structures and devices within HQW zones shall be so planned, designed and constructed to provide protection from the runoff of the 25-year storm which produces the maximum peak rate of runoff as calculated according to procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.

(3) ~~*Settling efficiency*~~ *Sediment Basin Design*. Sediment basins within HQW zones shall be designed and constructed ~~such that the basin will have a settling efficiency of at least seventy (70) percent for the forty-micron (0.04 millimeter) size soil particle transported into the basin by the runoff of that two-year storm which produces the maximum peak rate of runoff as calculated according to procedures in the U.S.D.A. Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.~~ according to the following criteria:

(i) use a surface withdrawal mechanism, except when the basin drainage area is less than 1.0 acre;

(ii) have a minimum of 1800 cubic feet of storage area per acre of disturbed area;

(iii) have a minimum surface area of 325 square feet per cfs of the Twenty-five Year Storm (Q25) peak flow;

(iv) have a minimum dewatering time of 48 hours;

(v) incorporate 3 baffles, unless the basin is less than 20 feet in length, in which case 2 baffles shall be sufficient.

Upon written request of the applicant, the Director may allow alternative design and control measures in lieu of meeting the conditions required in subparagraphs (3)(ii) through (3)(v) of this sub-section if the applicant demonstrates that meeting all of those conditions will result in design or operational hardships and that the alternative measures will provide an equal or more effective level of erosion and sediment control on the site. Alternative measures may include quicker application of ground cover, use of sediment flocculants, and use of enhanced ground cover practices.

(4) *Grade.* Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two (2) horizontal to one (1) vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices or other acceptable ditch liners. In any event, the angle for side slopes shall be sufficient to restrain accelerated erosion.

~~(5) *Ground cover.* Ground cover sufficient to restrain erosion must be provided for any portion of a land-disturbing activity in a HQW zone within fifteen (15) working days or thirty (30) calendar days following completion of any phase of construction or development, whichever period is shorter.~~

~~(c) *Sewershed areas.* Rowan County recognizes that development which converts pervious surfaces to impervious surfaces can create higher peak discharge rates for runoff, more frequent and severe flooding both upstream and downstream of the discharge site, deposition of sediment (aggregation) and erosion of stream bank and bed materials (degradation) when appropriate measures to control these effects are not utilized. In areas of the county's jurisdiction where development potential is increased by the extension of a public sewer utility, the expectation is that the aforementioned effects will be exacerbated. As such, the standards of this section are intended to supplement the basic control objectives contained in section 18-22 of this chapter and are designed to minimize the secondary and cumulative impacts associated with sedimentation, soil erosion and stormwater resulting from development and shall be uniformly applied in these areas of utility extension as it becomes available.~~

~~These standards are in effect for the following sewershed:~~

~~Town Creek District~~

~~(1) *Existing development.* Existing development is not subject to the requirements of this section; existing development shall be considered to be any impervious surfaces created prior to, or for which a vested right has been established, as of July 7, 2008. However,~~

redevelopment and expansions of any development shall be subject to the requirements of this section.

(2) *Impervious surface calculations.* Impervious surface coverage of the existing development is not required to be included when applying the impervious surface coverage limits of this section. The land area to which this section's impervious surface coverage limits are applied is the total area of the parcel, minus the area of impervious surfaces existing or vested as of July 7, 2008.

(3) *General requirements.* All development shall, to the maximum extent practicable, minimize impervious or partially pervious surface coverage, direct stormwater away from surface waters, incorporate Best Management Practices (BMPs) as recognized by the NC Division of Water Quality, Stormwater Best Management Practices Manual, transport stormwater runoff from development by vegetated conveyances, minimize the use of curb and gutter in favor of grassed swales, and preserve all vegetated conveyances and floodplain areas as common areas.

Prior to development of any tract of land over one acre in size, the applicant or financially responsible party for the proposed project shall conduct surveys for any tributary streams, using identification protocols established by the most recent version of the North Carolina Division of Water Quality, Identification Methods for the Origins of Intermittent and Perennial Streams, and for any jurisdictional wetland features, following the most recent version of the "Corps of Engineers wetland delineation manual," Technical Report Y-87-1, with regional updates from the US Army Corps of Engineers, South Atlantic Wilmington Office available at: http://www.saw.usace.army.mil/WETLANDS. The required stream and wetland surveys, or a statement that none are present, shall be submitted along with the Erosion and Sedimentation Control Plan.

(4) *Floodplain preservation.* No new development shall, after the effective date of this chapter, encroach into floodplains designated in the Town Creek district that are on the most recent FEMA Flood Insurance Rate Maps (FIRMs).

Because of anticipated development along the I-85 corridor and correlated increases in base-flood discharge and elevation within the Town Creek Watershed, for the purpose of the Town Creek district the FEMA floodplain shall be expanded, where no floodplain has previously been established, to include all lands within 50 feet of the Town Creek main stream, and within 30 feet of all tributary streams. The distances specified shall apply to all sides of any jurisdictional stream (as identified in subsection (c)(3) above), measured landward from the top-of-bank.

An additional 25-foot setback shall be preserved from the landward edge of protected floodplain areas, and diffuse flow shall be maintained across forested floodplain areas both during and after land-disturbing activities impacting one or more acres' activities.

(a) Single-family residential lots may incorporate ground level improvements within the required setback. No additional fill or structures will be allowed within the setback.

(b) Commercial, industrial, and multi-family developments are allowed to encroach into the 25-foot setback when additional BMPs are employed to capture and treat stormwater expected from the two-year/24-hour storm.

(c) Where required, the utilization of BMPs shall be subject to approval of the Rowan County Planning Department. Rowan County recognizes that stormwater treatment and control is an evolving science, and will entertain site-specific proposals for use and implementation of BMPs. For purposes of this section, water-dependent structures, gravity-dependent public utilities, and other nonhabitable structures are exempt from the requirements of this section.

(5) *Stormwater runoff controls.* Following the adoption of the sewershed standards, the peak stormwater runoff leaving any site for the two-year/24-hour storm shall be no greater for

post-development conditions than predevelopment conditions. The same methodologies used to calculate stormwater runoff must be used for both predevelopment and post-development conditions as provided in the N.C. DENR, North Carolina Sediment Control Commission's most recent version of the North Carolina Erosion and Sediment Control Planning and Design Manual.

(a) For any land-disturbing activity, the peak stormwater runoff leaving the site at each discharge point for the two-year/24-hour storm shall be no greater during construction than for predevelopment conditions. However, this regulation shall not be applicable when the development site conforms to all of the following:

1. The disturbed acreage, including all planned phases, is less than twenty (20) acres, based on parcel mapping existing on July 7, 2008;

2. The two-year peak discharge for the disturbed condition is less than ten (10) percent of the peak discharge from the contributing watershed as measured at the nearest receiving watercourse.

(b) The stormwater runoff control requirements of this section shall not apply if one (1) or more of the following is true:

1. The increase in peak stormwater runoff between predevelopment and post-development conditions for the two-year storm is ten (10) percent or less at each point of discharge.

2. The maximum impervious surface coverage of the lot, including any existing impervious surfaces, is no more than ten (10) percent and the remaining pervious portions of the lot are utilized to convey and control the stormwater runoff of the lot to the maximum extent practical.

3. Compliance with the runoff limitations in subsection (1) above would result in greater adverse downstream impact, such as local flooding, as determined by Rowan County-approved engineering studies.

Projects exempted by subsection 2. shall protect all affected lands and receiving watercourses from accelerated erosion.

(6) Notwithstanding subsections (1) and (2), Rowan County reserves the right to require stormwater runoff control measures for projects without any such measures, and Rowan County reserves the right to require additional stormwater runoff control measures for projects which are complying with subsection (1) if stormwater runoff from the site will cause adverse effects on other properties including, without limitation to, public streets, and utility easements.

(Amend. of 7-7-08)

Sec. 18-25. - Stormwater outlet protection.

(a) *Intent.* Stream banks and channels downstream from any land-disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land-disturbing activity.

(b) *Performance standard.* Persons shall conduct land-disturbing activity so that the post-construction velocity of the ten-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:

(1) The velocity established by the maximum permissible velocities table set out in subsection (e) of this section; or

(2) The velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If conditions (1) or (2) of this subsection cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the "prior to development" velocity by ten (10) percent.

(c) *Acceptable management measures.* Measures applied alone or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. Rowan County recognizes that the management of stormwater runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives, while not exhaustive, are to:

(1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious;

(2) Avoid increases in stormwater discharge velocities by using vegetated or roughened swales and waterways in place of closed drains and high velocity paved sections;

(3) Provide energy dissipators at outlets of storm drainage facilities to reduce flow velocities to the point of discharge. These may range from simple riprapped sections to complex structures;

(4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining;

(5) Upgrade or replace the receiving device structure, or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.

(d) *Exceptions.* This rule shall not apply where it can be demonstrated to Rowan County that stormwater discharge velocities will not create an erosion problem in the receiving watercourse.

(e) *Maximum permissible velocities table.* The following is a table for maximum permissible velocity for stormwater discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

Material	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	.8
Sandy loam (noncolloidal)	2.5	.8
Silt loam (noncolloidal)	3.0	.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5
Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graded, silt to cobbles (colloidal)	5.5	1.7

Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7
Shales and hard pans	6.0	1.8

Source: Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

(Amend. of 7-7-08)

Sec. 18-26. - Borrow and waste areas.

When the Person conducting the land-disturbing activity is also the Person conducting the borrow or waste disposal activity, areas from which borrow is obtained and which are not regulated by the provisions of the Mining Act of 1971, G.S. 74, Article 7, and waste areas for surplus materials other than landfills regulated by the D~~e~~epartment's division of solid waste management, shall be considered as part of the land-disturbing activity where the borrow material is being used or from which the waste material originated. When the Person conducting the land-disturbing activity is not the Person obtaining the borrow and/or disposing of the waste, these areas shall be considered a separate land-disturbing activity.

(Amend. of 7-7-08)

Sec. 18-27. - Access and haul roads.

Temporary access and haul roads, other than public roads, constructed or used in connection with any land-disturbing activity shall be considered a part of such activity.

(Amend. of 7-7-08)

Sec. 18-28. - Operations in lakes or natural watercourses.

Land-disturbing activity in connection with construction in, on, over or under a lake or natural watercourse shall be planned and conducted in such a manner as to minimize the extent and duration of disruption of the stream channel. Where the relocation or crossing of a stream is an essential part of the proposed activity, the relocation or crossing activity shall be planned and executed so as to minimize unnecessary changes in the stream flow characteristics. All stream relocation or crossing activities must be conducted in accordance with Rowan County Flood Damage Prevention Ordinance, if applicable, ~~NCDENR~~ NCDEQ, Division of Water ~~Quality~~ Resources and ~~UASACOE~~ USACE Standards.

(Amend. of 7-7-08)

Sec. 18-29. - Responsibility for maintenance.

During the development of a site, the Person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this chapter, the Act or any order adopted pursuant to this chapter or the Act. After site development, the landowner or Person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a government agency.

(Amend. of 7-7-08)

Sec. 18-30. - Additional measures.

Whenever Rowan County determines that significant erosion and sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of protective practices, the Person conducting the land-disturbing activity will be required to and shall take additional protective action.

(Amend. of 7-7-08)

Sec. 18-31. - ~~Existing uncovered areas.~~ Reserved

~~(a) All uncovered areas existing on the effective date of the ordinance from which this chapter derives, which resulted from land-disturbing activity, exceed one (1) acre, are subject to continued accelerated erosion, and are causing off-site damage from sedimentation, shall be provided with a ground cover or other protective measures, structures or devices sufficient to restrain accelerated erosion and control off-site sedimentation.~~

~~(b) Rowan County shall serve upon the landowner or other Person in possession or control of the land a written notice to comply with the Act, this chapter, a rule or order adopted or issued pursuant to the Act by the Commission or by Rowan County. The notice to comply shall be sent by registered or certified mail, return receipt requested, or other means provided in G.S. 1A-1, Rule 4. The notice will set forth the measures needed to comply and will state the time within which such measures must be completed. In determining the measures required and the time allowed for compliance, the authority serving notice shall take into consideration the economic feasibility, technology and quantity of work required and shall set reasonable and attainable time limits for compliance.~~

~~(c) Rowan County reserves the right to require preparation and approval of an erosion and sedimentation control plan in any instance where extensive control measures are required.~~

~~(d) This rule shall not require ground cover on cleared land forming the future basin of a planned reservoir.~~

(Amend. of 7-7-08)

Sec. 18-32—18-50. - Reserved.

ARTICLE III. - PERMIT; PLANS; INSPECTIONS

Sec. 18-51. - Fees.

(a) Rowan County has established a fee schedule for the review and processing of sedimentation and erosion control plans, site inspections, and related administrative costs. ~~In establishing the fee schedule, the County has considered the administrative and personnel costs incurred for reviewing plans and for related compliance activities.~~ Fees are established by the fee schedule as adopted by the Rowan County Board of Commissioners.

(Amend. of 7-7-08)

Sec. 18-52. - Erosion and sedimentation control plans.

(a) *Plan submission.* An erosion and sedimentation control plan shall be prepared for all land-disturbing activities subject to this chapter whenever the proposed activity will disturb more than one (1) acre on a tract. Two (2) copies of the plan shall be filed with Rowan County, and a copy shall be simultaneously submitted to the Rowan Soil and Water Conservation District, at least thirty (30) days prior to commencement of the proposed activity. A copy of the plan shall be kept on file at the job site.

(b) *Required revisions.* After approving the plan, if Rowan County, either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, Rowan County shall require a revised plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the appropriate authority. If, following commencement of a land-disturbing activity pursuant to an approved plan, Rowan County determines that the plan is inadequate to meet the requirements of this chapter, Rowan County may require such revisions as are necessary to comply with this chapter.

(c) *Retention of consultant.* Rowan County may elect to retain a consultant or professional services to review an erosion control plan and provide a determination(s) or recommendation(s) as to whether the plan complies with the standards of this chapter and applicable state and federal rules and regulations. Rowan County shall require any consultant(s) to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant.

(d) *Financial responsibility and ownership.* Erosion and sedimentation control plans ~~may~~ shall be disapproved unless accompanied by an authorized statement of financial responsibility and documentation of property ownership. This statement shall be signed by the Person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing and street addresses of the principal place of business of:

(1) The Person financially responsible;

(2) The owner of the land; and

(3) Any registered agents.

If the Person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or noncompliance with the plan, the Act, this chapter or rules or orders adopted or issued pursuant to this chapter. Except as provided in Section 18-52(s) or in the case of constructing utility lines, if the applicant is not the owner of the land to be disturbed, the erosion and sedimentation control plan must include the owner's written consent for the applicant to submit an erosion and sedimentation control plan and to conduct the anticipated land-disturbing activity.

If the land-disturbing activity involves the construction of utility lines for the provision of water, sewer, gas, telecommunications, or electrical services, and the applicant is not the owner of the land, the draft erosion and sedimentation control plan may be submitted without the written consent of the owner of the land, so long as the owner of the property has been provided prior notice of the project.

(e) *Soil and water conservation district comments.* The district shall review the plan and submit any comments and recommendations to Rowan County within twenty (20) days after the district received the plan, or within any shorter period of time as may be agreed upon by the district and Rowan

County. Failure of the district to submit its comments and recommendations within twenty (20) days or within any agreed-upon shorter period of time shall not delay final action on the plan.

(f) *Timeline for decisions on plans.* Rowan County will review each complete plan submitted to it and within thirty (30) days of receipt thereof will notify the Person submitting the plan that it has been approved, approved with modifications, ~~approved with performance reservations~~ or disapproved. Failure to approve, approve with modifications or disapprove a complete erosion and sedimentation control plan within thirty (30) days of receipt shall be deemed approval. Rowan County will review each revised plan submitted to them and within fifteen (15) days of receipt thereof will notify the Person submitting the plan that it has been approved, approved with modifications, ~~approved with performance reservations,~~ or disapproved. Failure to approve, approve with modifications, or disapprove a revised plan within fifteen (15) days of receipt shall be deemed approval.

(g) *Environmental Policy Act document.* Any plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environmental Policy Act (G.S. 113A-1 et seq.) shall be deemed incomplete until a complete environmental document is available for review. Rowan County shall promptly notify the Person submitting the plan that the 30-day time limit for review of the plan pursuant to this chapter shall not begin until a complete environmental document is available for review.

(h) *Content.* The plan required by this section shall contain architectural ~~and~~ or engineering drawings, maps, assumptions, calculations and narrative statements as needed to adequately describe the proposed development of the tract and the measures planned to comply with the requirements of this chapter. Plan content may vary to meet the needs of specific site requirements. Detailed guidelines for plan preparation may be obtained from the Rowan County Planning Department on request.

(i) *Approval.* Rowan County shall only approve a plan upon determining that it complies with all applicable state and local regulations for erosion and sedimentation control. Approval assumes the applicant's compliance with the federal and state water quality laws, regulations and rules. Rowan County shall condition approval of plans upon the applicant's compliance with federal and state water quality laws, regulations and rules.

(j) *Resubmittal required.* If following the approval of an erosion and sedimentation control plan, land-disturbing activity does not commence for a period of ~~one (1)~~ two (2) years from approval date, a resubmittal of plan and fees will be required.

(k) *Disapproval for content.* Rowan County shall disapprove a plan or draft plan based on its content. Disapproval of a plan must specifically state in writing the reasons for disapproval.

(l) *Other disapprovals.* Rowan County may disapprove a plan or draft plans if implementation of the plan would result in a violation of the rules adopted by the Environmental Management Commission to protect riparian buffers along surface waters. An erosion control plan or transfer of a plan may be disapproved upon a finding that an applicant, or any parent, subsidiary, or other affiliate of the applicant:

(1) Is conducting or has conducted land-disturbing activity without an approved plan or has received notice of violation of a plan previously approved by the commission or a local government pursuant to the Act and has not complied with the notice within the time specified in the notice;

(2) Has failed to pay a civil penalty assessed pursuant to the Act or a local ordinance adopted pursuant to the Act by the time the payment is due;

(3) Has been convicted of a misdemeanor pursuant to G.S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to the Act;

(4) Has failed to substantially comply with state rules or local ordinances and regulations adopted pursuant to the Act; or

(5) Has failed to obtain the necessary zoning or subdivision approvals from the county, NCDOT or municipality having jurisdiction.

For purposes of this subsection, an applicant's record may be considered for only the two (2) years prior to the application date.

In the event that a plan is disapproved pursuant to this subsection, the Rowan County Planning Department shall notify the director of such disapproval within ten (10) days. The Rowan County Planning Department shall advise the applicant and the director in writing as to the specific reasons that the plan was disapproved.

(m) *Notice of activity initiation.* No Person may initiate a land-disturbing activity before notifying the agency that issued the plan approval of the date that land-disturbing activity will begin.

(n) *Preconstruction conference.* When deemed necessary by the approving authority, a preconstruction conference may be required and noted on the approved plan.

(o) *Display of plan approval.* A plan approval issued under this article shall be prominently displayed until all construction is complete, all temporary measures have been removed, all permanent sedimentation and erosion control measures are installed and the site has been stabilized. A copy of the approved plan shall be kept on file at the job site.

(p) *Amendment to a plan.* Applications for amendment of an erosion and sedimentation control plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as the amendment is approved by Rowan County, the land-disturbing activity shall not proceed except in accordance with the erosion and sedimentation control plan as originally approved.

(q) *Failure to file a plan.* Any Person engaged in land-disturbing activity who fails to file a plan in accordance with this chapter or who conducts a land-disturbing activity except in accordance with provisions of an approved plan shall be deemed in violation of this chapter.

(r) *Self-Inspections.* The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform an inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). In addition, weekly and rain-event self-inspections are required by federal regulations, that are implemented through the NPDES Construction General Permit No. NCG010000. The Person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1.

Except as may be required under federal law, rule, or regulation, no periodic self-inspections or rain gauge installation is required on individual residential lots where less than one acre is being disturbed on each lot.

(s) *Transfer of Plans.* Rowan County may transfer an erosion and sedimentation control plan approved pursuant to this section without the consent of the plan holder to a successor-owner of the property on which the permitted activity is occurring or will occur as provided in this subsection.

(1) Rowan County may transfer a plan if all the following conditions are met:

(i) The successor-owner of the property submits a written request to transfer the plan and an authorized statement of financial responsibility and documentation of property ownership.

(ii) Rowan County finds all of the following:

a. The plan holder is one of the following:

1. A natural person who is deceased.

2. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved.

3. A Person who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur.

4. A Person who has sold the property on which the permitted activity is occurring or will occur.

b. The successor-owner holds title to the property on which the permitted activity is occurring or will occur.

c. The successor-owner is the sole claimant of the right to engage in the permitted activity.

d. There will be no substantial change in the permitted activity.

(2) The plan holder shall comply with all terms and conditions of the plan until such time as the plan is transferred.

(3) The successor-owner shall comply with all terms and conditions of the plan once the plan has been transferred.

(4) Notwithstanding changes to the law made after the original issuance of the plan, Rowan County may not impose new or different terms and conditions on the plan without the prior express consent of the successor-owner. Nothing in this subsection shall prevent Rowan County from requiring a revised plan pursuant to G.S. 113A-54.1(b).

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-61.

Sec. 18-53. - Inspections and investigations.

(a) *Inspection.* Agents, officials or other qualified Persons authorized by Rowan County will periodically inspect the sites of land-disturbing activity to ensure compliance with the Act, this chapter or rules or orders adopted or issued pursuant to this chapter and to determine whether the activity is being conducted in accordance with an approved plan and whether the measures required in the plan are effective in controlling erosion and sedimentation resulting from land-disturbing activity. Notice of the right to inspect shall be included in the certificate of approval of each plan.

(b) *Notice of violation.* If Rowan County determines that a Person engaged in land-disturbing activity has failed to comply with the Act, this chapter or rules or orders adopted or issued pursuant to this chapter, a notice of violation shall be served upon that Person. The notice may be served by any means authorized under G.S. 1A-1, Rule 4. The notice shall specify a date by which the Person must comply with the Act, or this chapter, or rules or orders adopted pursuant to this chapter, and inform the Person of the actions that need to be taken to comply with the Act, this chapter, or rules or orders adopted pursuant to this chapter. Any Person who fails to comply within the time specified is subject to additional civil and criminal penalties for a continuing violation as provided in G.S. 113A-64 and this chapter. If the Person engaged in the land-disturbing activity has not received a previous notice of violation under this section, Rowan County shall offer assistance in developing corrective measures. Assistance may be provided by referral to a technical assistance program on behalf of the Approving Authority, referral to a cooperative extension program, or by the provision of written materials such as Department guidance documents. The notice of violation may be served in the manner prescribed for service of process by G.S. 1A-1, Rule 4, and shall include information on how to obtain assistance in developing corrective measures.

(c) *Investigation.* Rowan County shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this chapter and, who presents appropriate credentials for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

(d) *Willful resistance, delay or obstruction.* No Person shall willfully resist, delay or obstruct an authorized representative, employee or agent of Rowan County while that Person is inspecting or attempting to inspect a land-disturbing activity under this section.

(e) *Statements and reports.* Rowan County shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

(Amend. of 7-7-08)

Sec. 18-54—18-70. - Reserved.

ARTICLE IV. - PLAN APPEALS

Sec. 18-71. - Procedure.

(a) Except as provided in subsection (b) of this section, the appeal of a disapproval or approval with modifications of a plan shall be governed by the following provisions:

(1) The disapproval or modification of any proposed erosion and sedimentation control plan by Rowan County shall entitle the Person submitting the plan to a hearing if such Person submits written demand for a hearing within fifteen (15) days after receipt of written notice of disapproval or modifications.

(2) Hearings held pursuant to this section shall be conducted by the Rowan County Board of Adjustment within thirty (30) days after the date of the appeal or request for a hearing.

~~(3) The board of adjustment shall make recommendations to Rowan County Board of Commissioners within ten (10) days after the date of the hearing on any plan.~~

(3)~~(4)~~ The board of ~~commissioners~~ adjustment will render its final decision on any plan within sixty (60) days ~~of receipt~~ of the ~~recommendations from the board of adjustment~~ hearing.

(4)~~(5)~~ If ~~Rowan County~~ the board of adjustments upholds the disapproval or modification of a proposed erosion and sedimentation control plan following the hearing, the Person submitting the plan shall then be entitled to appeal ~~Rowan County's~~ the decision to the North Carolina Sedimentation Control Commission as provided in G.S. 113A-61(c) and 15A NCAC 4B.0018(d).

(b)~~(6)~~ In the event that a plan is disapproved pursuant to subsection 18-52~~(k)~~(l) of this chapter, the applicant may appeal Rowan County's disapproval of the plan directly to the Commission~~s~~.

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-61(c).

Sec. 18-72—18-90. - Reserved.

ARTICLE V. - VIOLATIONS AND PENALTIES

Sec. 18-91. - Penalties.

(a) *Civil penalties.*

(1) *Civil Penalty for a violation.* Any Person who violates any of the provisions of this chapter or rule or order adopted or issued pursuant to this chapter, or who initiates or continues a land-disturbing activity for which an erosion and sedimentation control plan is required except in accordance with the terms, conditions and provisions of an approved plan, is subject to a maximum civil penalty assessment of five thousand dollars ($5,000.00) per violation. A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation. When the Person has not been assessed any civil penalty under this subsection for any previous violation, and that Person abated continuing environmental damage resulting from the violation within one hundred and eighty (180) days from the date of the notice of violation, the maximum cumulative total civil penalty assessed under this subsection for all violations associated with the land-disturbing activity for which the erosion and sediment control plan is required is twenty-five thousand dollars ($25,000).

(2) *Civil penalty assessment factors.* Personnel of the Rowan County Planning and Development Department shall determine the amount of the civil penalty based on the following factors:

(a) The degree and extent of harm caused by the violation,

(b) The cost of rectifying the damage,

(c) The amount of money the violator saved by noncompliance,

(d) Whether the violation was committed willfully; and

(e) The prior record of the violator in complying or failing to comply with this chapter.

(3) *Notice of civil penalty assessment.* Rowan County shall provide written notice of the civil penalty amount and basis for assessment to the Person assessed. The notice shall be served by any means authorized under G.S. 1A-1, Rule 4 and shall direct the violator to either pay the assessment, ~~or~~ contest the assessment~~,~~ within thirty (30) days after receipt of the notice~~,~~ by written petition for a hearing submitted to Rowan County within said 30-day period, or file a request with Rowan County for remission of the assessment within thirty (30) days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.

~~(4) *Assessment hearing.* The board of adjustment shall conduct a hearing on a civil penalty within forty-five (45) days after written demand for the hearing. The board of adjustment shall make its recommendations to the board of commissioners within thirty (30) days after the date of the hearing.~~

4(~~5~~) *Final decision.* The board of ~~commissioners~~ adjustment shall conduct a hearing within thirty (30) days after written demand for the hearing and render ~~its~~ the final decision concerning the contested civil penalty assessment(s) within sixty (60) days of the hearing ~~receiving the official record from the board of adjustment in accordance with the Rowan County Soil Erosion and Sedimentation Control Ordinance~~.

5(~~6~~) *Appeal of final decision.* An appeal of the final decision rendered by the board of ~~commissioners~~ adjustment shall be to the Superior Court of ~~the~~ Rowan County~~, where the violation occurred, or the location of the violator's residence or principal place of business.~~ Such appeals must be made within thirty (30) days of the final written decision filed with the clerk to the Board of Adjustment.

(6) *Remission of Civil Penalties. A request for remission of a civil penalty imposed under G.S. 113A-64 may be filed with the Rowan County within thirty (30) days of receipt of the notice of assessment. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the General Statutes and a stipulation of the facts on which the assessment was based. The following factors shall be considered in determining whether a civil penalty remission request will be approved:*

(i) Whether one or more of the civil penalty assessment factors in G.S. 113A-64(a)(3) were wrongly applied to the detriment of the petitioner.

(ii) Whether the petitioner promptly abated continuing environmental damage resulting from the violation.

(iii) Whether the violation was inadvertent or a result of an accident.

(iv) Whether the petitioner had been assessed civil penalties for any previous violations.

(v) Whether payment of the civil penalty will prevent payment for necessary remedial actions or would otherwise create a significant financial hardship.

(vi) The assessed property tax valuation of the petitioner's property upon which the violation occurred, excluding the value of the structures located on the property.

(7) *Collection.* If payment is not received within thirty (30) days after it is due, Rowan County may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of ~~the~~ Rowan County ~~where the violation occurred, or the violator's residence or principal place of business is located~~. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested and a remission that is not requested is due when the violator is served with a notice of assessment. An assessment that is contested or a remission that is requested is due at the conclusion of the administrative and judicial review of the assessment.

(8) *Credit of civil penalties.* Civil penalties collected pursuant to this chapter shall be credited to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by Rowan County may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection costs by Rowan County for the prior fiscal year. The cost percentage shall not exceed 20% of penalties collected.

(b) *Criminal penalties.* Any Person who knowingly or willfully violates any provision of this chapter, or rule or order adopted or issued pursuant to this ordinance, or who knowingly or willfully initiates or continues a land-disturbing activity for which an erosion and sedimentation control plan is required except in accordance with the terms, conditions and provisions of an approved plan shall be guilty of a Class 2 misdemeanor punishable by a fine not to exceed five thousand dollars ($5,000.00) as provided in G.S. § 113A-64.

(Amend. of 7-7-08)

State Law reference— Similar provisions, G.S. 113A-64.

Sec. 18-92. - Injunctive relief.

(a) *Violation of local program.* Whenever Rowan County has reasonable cause to believe that any Person is violating or threatening to violate any ordinance or any rule or order adopted or issued by Rowan County or any term, condition or provision of any approved erosion control plan, it may, either before or after the institution of any other action or proceeding authorized by this chapter, institute a civil action in the name of Rowan County for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.

(b) *Abatement of violation.* Upon determination by a court that an alleged violation is occurring or is threatened, it shall enter such orders or judgments as are necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to such proceedings from any civil or criminal penalty prescribed for violations of this chapter.

(Amend. of 7-7-08)

Sec. 18-93. - Restoration of areas affected by failure to comply.

Rowan County may require a Person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57(3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this chapter.

(Amend. of 7-7-08)

Sec. 18-94. - Severability.

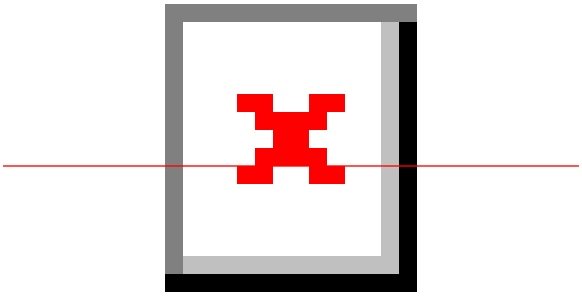
If any section or sections of this chapter is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

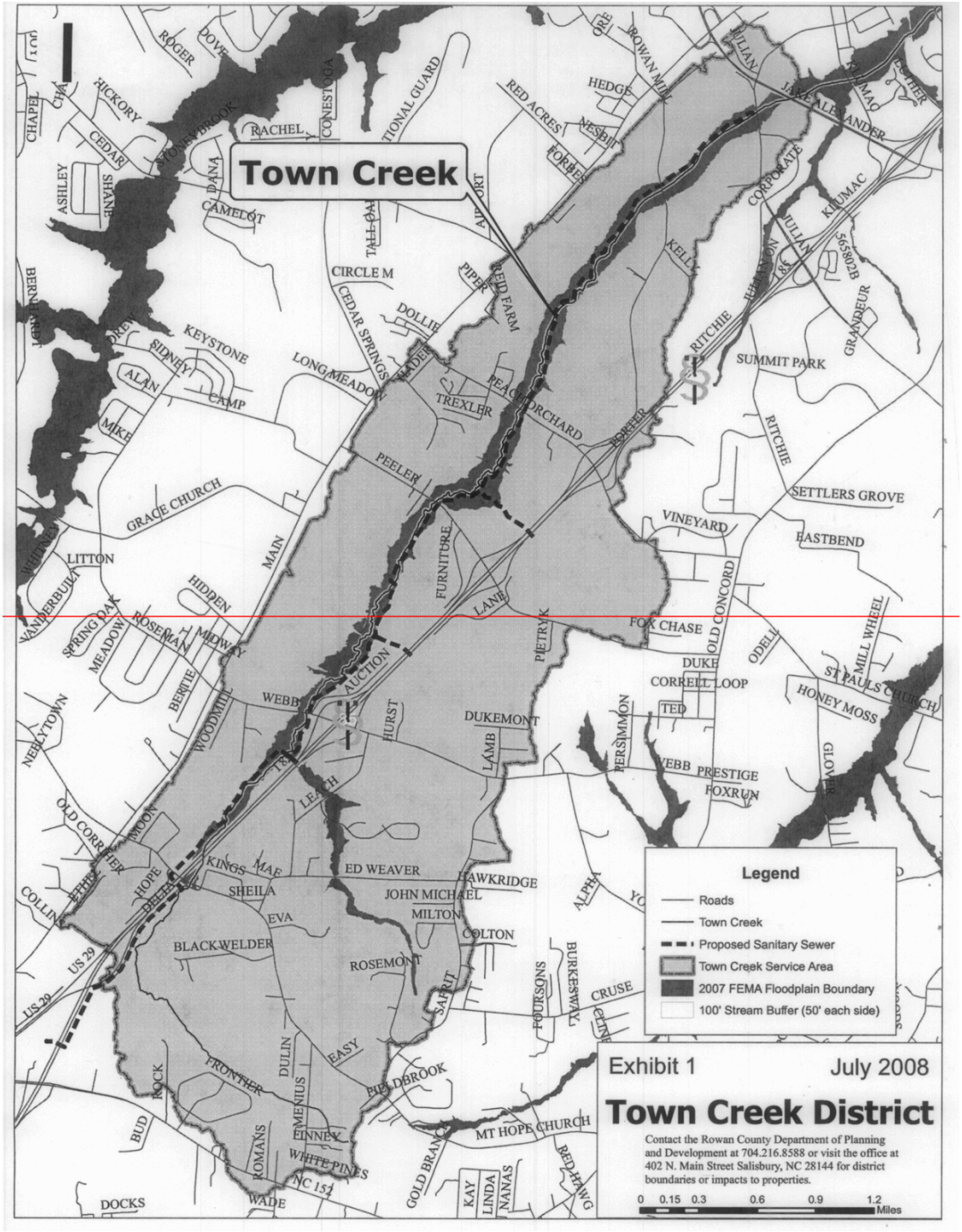
(Amend. of 7-7-08)

Sec. 18-95. - Effective date.

This chapter becomes effective on xx,xx ~~July 7, 2008~~ 2023.

(Amend. of 7-7-08)





~~(Amend. of 7-7-08)~~

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Alyssa Harris, Public Health Director
DATE: 9/18/2023
SUBJECT: Grant Agreement: Rowan County Health Department requests approval to accept funds for CDC-RFA-DP23-0014: Racial and Ethnic Approaches to Community Health (REACH) from Cabarrus Heatlh Alliance

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ATTACHMENTS:

1. Rowan County Health Department-Cabarrus Health Alliance MOU for REACH grant

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CABARRUS HEALTH ALLIANCE

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

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

AND

Rowan County Health Department

This document constitutes a Memorandum of Agreement (hereinafter referred to as "MOA" or "the MOA") between The Public Health Authority of Cabarrus County, *dba* Cabarrus Health Alliance (hereinafter called "CHA") and Rowan County Health Department (hereinafter called "Region 4 LHD" or "the Region 4 LHD").

I. Purpose & Background

The Center for Disease Control and Prevention (CDC) has announced fiscal year 2023 funds to implement CDC-RFA-DP23-0014: *Racial and Ethnic Approaches to Community Health* (REACH). Consistent with Congressional intent to focus on racial and ethnic minorities, defined by OMB Policy Directive No. 15, this multi-component 5-year program aims to improve health, prevent chronic disease, and reduce health disparities among racial and ethnic populations with the highest risk, or burden, of chronic disease, specifically African American/Black, Hispanic and Latino, Asian American, Native Hawaiian/Other Pacific Islander, American Indian, and Alaska Native populations.

The purpose of this MOU is to document the efforts and collaboration of CHA and its local partners to carry out the objectives of the REACH funding, if awarded.

II. Roles & Responsibilities

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

- Serve as prime recipient of funds under REACH CDC-RFA-DP-23-0014, if awarded
- Coordinate cross-county Community of Practice activities
- Provide primary programmatic and financial reporting to the CDC
- Keep all Region 4 LHDs informed of their subaward budgets and balance through the end of the subaward or entire cooperative agreement.
- Provide to subrecipients required training consistent with the Notice of Award, including Community-based Participatory Approaches, Equity, Structural Racism, and Trauma-informed Approaches
- Ensure fiscal procedures in order to track, monitor, and report expenditures in a timely manner, consistent with the NOFO and 45 CFR 75
- Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

B. *The Region 4 LHD agrees to the following roles and responsibilities under this MOA in support of the goals of this project:*

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Roles:

▪Serve as the subrecipient of awarded funds under the REACH project, CDC-RFA-DP-23-0014, if awarded, in Rowan County

▪Maintain organizational capacity to effectively, efficiently, and implement locally-tailored evidence- and practice-based strategies within the period of performance

▪Maintain engagement with an established community coalition(s) in your county to address issues relating to health. For the purposes of REACH, Rowan County identifies the following supports for the proposed community coalition:

1. Applicant – Cabarrus Health Alliance, represented by Alicia Primus and Nina Beech
2. Local Health Dept. – Rowan County Health Department, represented by Amy Smith
3. Community Coalition Leader(s) – Healthy Rowan, represented by Courtney Meece
4. Priority Population representative(s) with lived experience of the health inequities being addressed, represented by Kelsi Preston
5. Local Community Based Organization representative (with work aligned with the selected required and optional strategies), Novant Health Rowan Medical Center, represented by Kristen Trexler

▪Support activities through Community-Clinical Linkages, as appropriate

▪Collaborate with other CDC-funded programs in selected geographic areas

Responsibilities:

▪Receive training from CDC, Cabarrus Health Alliance, or REACH-contracted partners to include but not limited to Community-Based Participatory Approaches, Equity, Structural Racism, and Trauma-informed Approaches

▪Participate in cross-county Community of Practice activities

▪Utilize a Community-Based Participatory Approach to build on existing community assets and existing coalitions

▪Conduct health needs assessments and equity assessments to inform programmatic strategies

▪Engage the community coalition in executing a plan of community-specific activities grounded in best practices to address health disparities

▪Select evidence-based strategies that address health disparities between African American/ Black, Hispanic/Latino, and White residents, based on results from a community health needs assessment

▪Collaborate with the coalition to develop and carry out an action plan that incorporates these strategies to reduce community-specific health disparities which may result in a model for replication in other geographic areas

▪Implement Policy, Systems, and Environmental strategies in **nutrition**, **physical activity**, **tobacco prevention and control**, and **adult vaccination**. The Nutrition strategy must be consistent with the federal Dietary Guidelines for Americans, Federal Food Service Guidelines and Feeding America and Healthy Eating Research's charitable food system guidelines for food banks and pantries. Activities must be collaborative and coordinated through cross-sector local level nutrition councils or coalitions. The Physical Activity strategy must be consistent with the goals and federal Physical Activity Guidelines. The physical activity strategy must also be consistent with the Active People, Healthy Nation and Community Design for Physical Activity Strategies. The physical activity strategy must support community design for physical activity by collaborating with partners to create proximity of everyday destinations connected by safer and more accessible pedestrian,

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bicycle, or transit transportation networks. Interventions to increase equity in COVID-19, flu, and other routine adult vaccinations should be in accordance with adult vaccine recommendations made by the Advisory Committee on Immunization Practices. Tobacco prevention and control strategies should contribute to changes in social norms and behaviors related to tobacco use and dependence and second-hand smoke exposure, and be consistent with the CDC National and State Tobacco Control Program (NTCP).

▪Implement the aforementioned strategies in census tracts **where at least 20% of the county population live with incomes at or below 100% federal poverty level.**

▪If appropriate, issue subawards to eligible community-based organizations serving the population of focus in your county. All subawards and subcontracts must be reviewed and approved by Cabarrus Health Alliance before award.

▪Implement communication strategies in your county that will support each of the selected evidence-based strategies.

▪Monitor progress of subaward budget, activities, and deliverables.

▪Provide timely progress reports on subaward context, outcome-related performance measures, health equity approaches, successes, challenges, and lessons learned throughout periodic reporting as established in the Notice of Award.

▪Support CHA's development of at least two success stories during the program period.

▪Participant in any required CDC or CHA evaluation guidance, technical assistance, or support webinars, trainings, monthly calls, and/or written materials.

▪Ensure fiscal procedures in order to track, monitor, and report expenditure in a timely manner, consistent with the NOFO and 45 CFR 75.

▪All prior financial approval requests must be submitted by the 15th of the month proceeding the month in which items wishes to be executed. CHA requests five business days to review and approve in writing approval or denial or request for more information.

▪All expenditure reports are due by the 30th of the month following the completion of the project and/or request for reimbursement (ex: reimbursement for staffing costs for the month of April should be submitted no later than 30th of May).

▪Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding Restrictions, HHS Grants Policy Statement, HHS 690, Title XI and Section 1557.

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

- CHA and the Region 4 LHD will work in collaboration to share information on cases for which both the Parties are involved.
- Both the Parties agree to provide all services detailed within this MOA.
- Both the Parties agree to coordinate the project activities of all groups participating in their local portion of this project.
- Both the Parties agree to abide by Federal and State guidelines regarding equal opportunity, drug-free workplace(s), and financial reporting.

IV. Responsible Personnel

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

- *From CHA:* Nina Beech or designee

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- *From* Rowan County Health Department: Courtney Meece or designee

V. Confidentiality

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

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

VI. Resources

Cabarrus Health Alliance will issue a subaward of $ $138,668 to Rowan County Health Department for the purposes of carrying out the aforementioned Region 4 LHD Roles and Responsibilities. The subaward will be re-issued annually, contingent on available funds and completion of subaward deliverables. All subawards are contingent on funding from the CDC under Cooperative Agreement CDC-RFA-DP-23-0014.

VII. General Terms and Conditions

A) ***Suspension and Debarment***

The Region 4 LHD represents and warrants that it will not enter into a contract award (2 CFR 180.220) with parties listed on the government-wide exclusions in the System for Award Management (SAM) or Debarred Vendors identified by the NC Department of Administration.

B) ***Availability of Funds***

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

C) ***Federal Funds***

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

D) ***Civil Rights***

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national

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origin; Title IX of the Education Amendments of 1972 (P.L. 88-352) as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; The Age discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatments and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol or alcoholism; Title VIII of the Civil Acts Right of 1968 (42 U.S.C. 3601 et seq) as amended, relating to nondiscrimination in the sale, retail, or financing of housing; the Food Stamp Act and USDA policy, which prohibits discrimination on the basis of religion and political beliefs; and the requirements of any other nondiscrimination statues may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this MOA.

E) ***Rehabilitation Act***

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

F) ***The American with Disabilities Act 1990***

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

This space has been intentionally left blank.
Execution for the MOA begins on the following page.

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Effective Date and Signature
This MOA shall be effective upon the signature of CHA and Rowan County Health Department authorized officials. It shall be in force from October 1, 2023 to September 30, 2028. CHA and Rowan County Health Department indicate agreement with this MOA by their respective signatures, as follows.

I hereby agree to serve as the lead agency for my sections of this project, and I agree to abide by the terms and conditions contained in this Memorandum of Agreement between The Public Health Authority of Cabarrus County and Rowan County Health Department for the purpose and scope described in detail in this document.

Rowan County Health Department
1811 E Innes Street
Salisbury, NC 28146

Authorized Signature: Alyssa Harris

Name: Alyssa Harris, MPH

Title: Public Health Director

Date: 3/14/2023

CABARRUS HEALTH ALLIANCE
300 Mooresville Road
Kannapolis, NC 28081

Authorized Signature: DocuSigned by: Erin K. Shoe 45C36E13305644D...

Name: Erin Shoe, MPH

Title: CEO, Director of Public Health Services

Date: 3/15/2023 | 12:23:48 PDT

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

DocuSigned by: 4AC8F... 46B...
Sue K. Yates
Chief Financial Officer
Cabarrus Health Alliance

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 9/18/2023
SUBJECT: GRANT LOI: Request approval to submit LOI to apply for BRIC funding through NCDPS for High Rock Lake Study

---

At the August 7, 2023 Regular Meeting, the Board approved the selection of consultants to conduct a feasibility study at High Rock Lake to address sedimentation concerns. To support this project, the County requests approval to apply for a grant through NC Department of Public Safety (NCDPS), Emergency Management grant, the Building Resilient Infrastructure and Communities (BRIC) under their Capabilities and Capacity Building (C&CB) program. The funding would be up to $200,000, and requires a 30% local match. If the County's LOI is approved, a full application would be due in early January, 2024.

Recommendation: Approve the County to submit the LOI for the BRIC - C&CB grant program to NCDPS.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Jody Farrow-Bennett, Purchasing and Contract Administration Director, Valerie Steele, Airport and Rowan Transit System Director
DATE: 9/18/2023
SUBJECT: Approval of Purchase - NCDOT IMD Vehicle Order (11-Raised Roof w/Wheelchair Lift) - Rowan Transit System

---

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Creative Bus Sales is among the awarded vendors and has agreed to extend to the County the price and terms set forth in their contract with North Carolina (NCDOT Agency Specific Contract 54-SG-05062022) for the purchase of eleven (11) vehicles. This vendor is not the lowest bidder awarded, but due to Out-of-State Tilting issues, the Transit Systems Director is requesting to utilize Creative Bus Sales. The total cost for all vehicles is not to exceed $1,046,595.00.

Attached is the quote from the vendor, and excel configurations from the state contract. The purchase of the vehicles is within the approved fiscal year 2024 budget.

Recommendation:
Board of Commissioners to approve this purchase and authorize the Purchasing Director to submit a purchase order to Creative Bus Sales to process the purchase of eleven (11) vehicles at a cost not to exceed $1,046,595.00. Approval request per the Rowan County Procurement Policy, page 4; section C for any transaction which exceeds $90,000.

ATTACHMENTS:
1. Quote
2. Configuration

FY- 24 CTP REPLACEMENT CAPITAL
2024 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370

FAX: 909-465-5529

ATTN: Chris Yarber

email: cyarber@creativebussales.com

F# 17424
#1154520-575035

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:

Project Code (Example 24-CT-00): 24-CT-037

Order Date:
(date order placed with vendor)

From:
(grant applicant/recipient)

Contact :

e-mail:

( ) -
(phone number)

( ) -
(FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford MobilityTRANS All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display, NO TRANSIT DOOR SYSTEM (sliding van door only); WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 71,160.00	$ -
11	5	High-Top Ford MobilityTRANS - Model 1 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 84,557.00	$ 930,127.00
0	7	High-Top Ford MobilityTRANS - Model 2 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 82,231.00	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
11	7	Auxiliary Round Red Brake Lights (2)	$ 350.00	$ 3,850.00
11	8	Auxiliary Red Strobe at Rear Door	$ 575.00	$ 6,325.00
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 650.00	$ -
0	10	Diamond Donation box	$ 590.00	$ -
11	11	REAR WHEELCHAIR LIFT	$ 8,613.00	$ 94,743.00
0	13	Alternative Fuel - All Electric Vehicle option (available on Mid-roof van only)	$ 24,727.00	$
11	14	Upgrade 1000lb Lift Option	$ 1,050.00	$ 11,550.00
0	15		$ -	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ 1,048,595.00

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering Information:
System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to:

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Mid-Roof MobilityTRANS

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford High-Top MobilityTRANS

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.

Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.

Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.

Alterer's standard warranty shall apply.

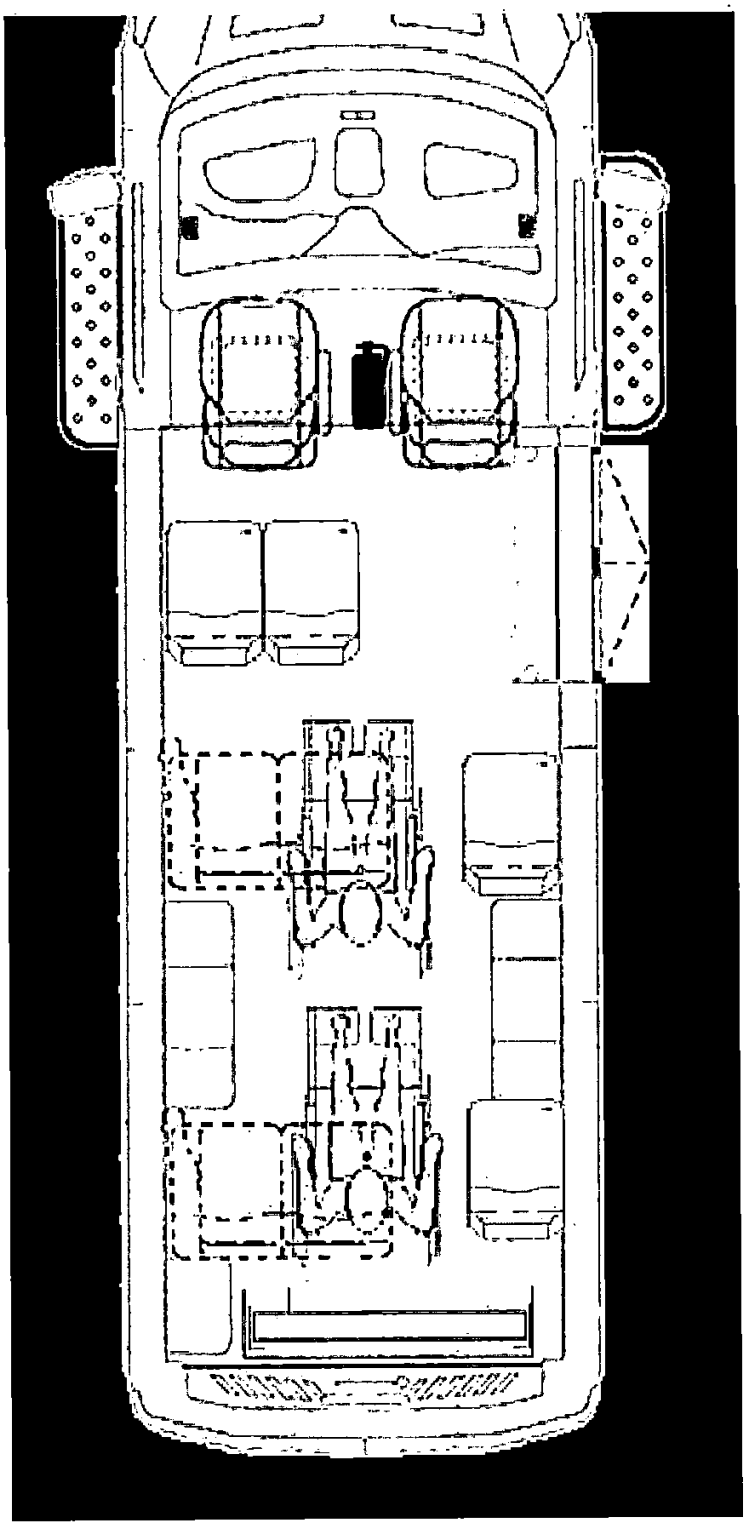
Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.

The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.

The tires shall have a warranty with a minimum of 50,000 miles on tread life.

Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating material.

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.



Cowden, Kristy

From: Cowden, Kristy
Sent: Tuesday, September 5, 2023 1:26 PM
To: Steele, Valerie S; Heggins, Avis L; McMillion, Abraham J
Subject: FY 2024 Vehicle Order Form and Pricing
Attachments: Creative Bus FY 24 Order Form.pdf; Palmetto FY 24 Order Form.pdf; Interstate FY24 Order Form.pdf

Importance: High

I have entered the items on each of the vehicle order forms and attached.

Results:

Creative Bus **$ 1,046,595.00**
Palmetto **$ 1,084,527.18 (not sure if the IMD #5 high top diagram #5 is correct as it doesn't show the flip up seats like Creative's Diagram #5 does)**
Interstate **$ 1,091,000.68**

Our FY 2024 approved Capital Grant Funding is $ 1,062,875, which includes $6,875 for lettering the 11 new vehicles.

Creative Bus is the only vendor that came in under budget. If okay with everyone, I will move forward getting a Purchase Order entered so it can be placed on the next available BOC meeting for approval. I will include all the pricing and lettering information within the purchase order.

Thanks,
Kristy

Palmetto Bus Sales
OVER 5311 CAPITAL BUDGET

FY-24 CTP REPLACEMENT CAPITAL
2024 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Palmetto Bus Sales
PO Box 2898
West Columbia, SC 29171
803-754-3827

FAX: 803-754-5326

ATTN: Bamie Smith

email: bsmith@palmettobussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:

Project Code (Example 24-CT-00): 24-CT-037

Order Date: (date order placed with vendor)

From: (grant applicant/recipient)

Contact :

e-mail:

(phone number) (FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diag. #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford Transit All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11. TRANSIT DOOR SYSTEM NOT ELIGIBLE FOR THIS VEHICLE TYPE.	$ 80,235.77	$ -
0	4	High-Top Ford Transit - Model 1 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 81,166.65	$ -
11	6	High-Top Ford Transit - Model 2 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR NOT SYSTEM INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 81,268.38	$ 893,952.18
0	7	High-Top Ford Transit - Model 3 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED ON THIS MODEL	$ 86,662.11	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 975.00	$ -
0	6	Logo Application - Labor only	$ 450.00	$ -
11	7	Auxilliary Round Red Brake Lights (2)	$ 675.00	$ 7,425.00
11	8	Auxilliary Red Strobe at Rear Door	$ 650.00	$ 7,150.00
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 850.00	$ -
0	10	Diamond Donation box	$ 1,100.00	$ -
11	11	WHEELCHAIR LIFT	$ 8,500.00	$ 93,500.00
0	12	Alternative Fuel - Propane Bi-Fuel Conversion Kit	$ 17,500.00	$ -
0	13			$ -
11	14	Transit Door System	$ 7,500.00	$ 82,500.00
11	15	Upgrade 1000 lb Wheelchair lift	Included	
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ 1,084,527.18 ✓

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information:
System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to:

Interstate Transportation OVER 5311 CAPITAL BUDGET

FY- 24 CTP REPLACEMENT CAPITAL
2024 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111

FAX: 336-431-6114

ATTN: Ken McDowell

email: kmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:

Project Code (Example 24-CT-00): 24-CT-037

Order Date:
(date order placed with vendor)

From:
(grant applicant/recipient)

Contact :

e-mail:

( ) -
(phone number)

( ) -
(FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	1	Mid-Roof Ford Transit X2C All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 1 & 2	$ 79,687.26	$ -
11	4	High-Top Ford Transit U4X All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 3 & 4	$ 80,907.73	$ 889,985.03

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
11	7	Auxiliary Round Red Brake Lights (2)	$ 280.00	$ 3,080.00
11	8	Auxiliary Red Strobe at Rear Door	$ 250.00	$ 2,750.00
	9			
0		Transit PA System (to include amplifer, handheld microphone with 4 speakers	$ 750.00	$ -
11	10	Transit Door System (high top only)	$ 11,935.28	$ 131,288.08
0	11	Donation Farebox	$ 650.00	$ -
0	12	Mid-roof Optional Floor Plan #1 (see diagram 2)	$ 2,056.17	$ -
0	13	Mid-roof Optional Floor Plan #2 (see diagram 3)	$ 5,045.38	$
0	14	High-top Optional Floor Plan #3 (See Diagram 5)	$ 782.46	$ -
11	15	High-top Optional Floor Plan #4 (See Diagram 6)	$ 5,108.87	$ 56,197.57
11	16	Upgrade to 1000lb Wheelchair Lift	$ 700.00	$ 7,700.00
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$1,091,000.68

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information:
System Name & Phone No.

Color and Style of 6" lettering:

Striping information:

Vehicle to be titled to:

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Transit X2C

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford Transit U4X

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.
Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.
Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.
Alterer's standard warranty shall apply.

VEHICLE ORDER FORM INSTRUCTIONS

1. **VERIFY FY23 BUDGET INFORMATION**
   - **A.** CHECK YOUR CURRENT CAPITAL BUDGET TO VERIFY IT IS THE SAME AS BOT APPROVAL OR INDICATES CHANGES AS DISCUSSED WITH YOUR REGIONAL GRANT SPECIALIST.
   - **B.** IF BUDGET DOES NOT REFLECT YOUR CAPITAL APPLICATION OR CHANGES, PLEASE CONTACT YOUR RGS.
   - **C. BUDGET CHANGES MUST BE APPROVED AND REVISED BEFORE VEHICLES CAN BE ORDERED.**

2. **COMPLETE ORDER FORMS - FILL IN ALL SPACES HIGHLIGHTED WITH YELLOW**
   - **A. ENTER PURCHASE ORDER NUMBER**
   - **B. FILL IN PROJECT NUMBER**
   - **C. ORDER DATE**
   - **D. LIST NAME OF APPLICANT, CONTACT PERSON, EMAIL ADDRESS, PHONE & FAX NUMBERS**
   - **E. CHOOSE BASE VEHICLE AND ANY OPTIONS WITHIN YOUR BUDGET.**
     1) SELECT FLOOR PLAN; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN";** COST WILL AUTOMATICALLY CALCULATE IN "TOTAL COST" COLUMN.
     2) SELECT PARTICIPATING OPTIONS; INDICATE NUMBER ONLY UNDER **"QUANTITY COLUMN"**.

   A)→ OPTIONS
   1. **THE MOST POPULAR OPTIONS IN THE PAST ARE NOW STANDARD.**
   2. **SELECT THE OPTIONS YOU WISH TO ADD TO THE BASE VEHICLE.**
   3. **FOR THE LIFT VANS, BE SURE TO SELECT APPROPRIATE OPTION FOR THAT FLOOR PLAN.**

   B) LETTERING:
   1. **ALL VEHICLES ARE REQUIRED TO HAVE SYSTEM NAME AND PHONE NUMBER ON BOTH SIDES OF VEHICLES.**
   2. **SYSTEM NAME & PHONE WILL BE DETAILED ON BOTH SIDES OF THE VAN.**
   3. **COMPLETE OPTION IF VENDOR IS TO PROVIDE LETTERING.**
   4. **LEAVE OPTION WITH ZERO, "0", ON ORDER FORM IF LETTERING IS TO BE COMPLETED LOCALLY AFTER DELIVERY.**
      - **a) IN THE APPLICATION : 591 VEHICLE LETTERING AND LOGOS**
        1) **MAXIMUM ELIGIBLE COST IS $500 FOR LETTERING AND/OR LOGOS**
        2) **IF LETTERING DONE LOCALLY, YOU SHOULD HAVE BUDGETED COSTS UNDER 591**
        3) **LOGOS CAN NOT REPLACE LETTERING OF SYSTEM NAME.**

   - **F. SELECTING OPTIONS OVER YOUR APPROVED BUDGET**
     1) THESE OPTIONS THAT ARE SELECTED WILL BE AT 100% LOCAL COST.
        - **A) LOGO APPLICATION: TRANSIT SYSTEM WILL PROVIDE DECAL TO VENDOR; COST IS LABOR ONLY.**
     2) TO ADD MORE LINES TO ORDER FORM, JUST COPY THE "FILL-IN BLANK" LINE.
     3) COMPLETE DESCRIPTION AND ENTER COST UNDER "UNIT COST".
   - **G. LIST SYSTEM NAME AND PHONE NUMBER - IF LETTERING OPTION IS SELECTED.**
   - **H. CHOOSE STYLE AND COLOR OF LETTERING**
   - **I. STRIPING COLOR(S) IF OPTION SELECTED.**
     1) INDICATE COLOR AND CODE NUMBER.
   - **J. COMPLETE TITLE INFORMATION**
     1) GRANT APPLICANT AND TITLE HOLDER MUST BE THE SAME.
   - **K. ADDITIONAL OPTIONS LOCATED IN SEPARATE ATTACHMENT YOU WILL RECEIVE ALONG WITH ORDER FORMS**

3. **EMAIL OR FAX ORDER FORMS AND P.O. TO VENDOR**
   - **A.** A COVER LETTER WITH THE AGENCY LETTERHEAD ON IT MAY BE USED IN LIEU OF P.O.

4. **ALL ORDERS SHOULD BE PLACED ASAP.**
   - **B.** DELIVERY WILL BE APPROXIMATELY 120-150 DAYS. **(may be subject to delays during supply chain issues)**

5. **FOR ADDITIONAL INFORMATION ON VEHICLE ORDERING, TITLE PAPERWORK AND DELIVERY - SEE VEHICLE ORDERING PROCEDURES WHICH ARE ATTACHED TO THE EMAIL.**

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Interstate Transportation Sales & Service, Inc.
1321 W. Fairfield Rd, Ste 109
High Point, N.C. 27263
336-803-3111

FAX: 336-431-6114

ATTN: Ken McDowell

email: krmcdowell@northstate.net

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____

Project Code (Example 23-CT-00): _____

Order Date: _____
(date order placed with vendor)

From: _____
(grant applicant/recipient)

Contact : _____

e-mail: _____

( ) -
(phone number)

( ) -
(FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	1	Mid-Roof Ford Transit X2C All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. **BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 1 & 2**	$ 79,687.26	$ -
0	4	High-Top Ford Transit U4X All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. **BASE UNIT DOES NOT INCLUDE W/C LIFT; PLEASE SEE OPTIONAL FLOOR PLANS 3 & 4**	$ 80,907.73	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
0	7	Auxilliary Round Red Brake Lights (2)	$ 280.00	$ -
0	8	Auxiliary Red Strobe at Rear Door	$ 250.00	$ -
	9			
0		Transit PA System (to include amplifer, handheld microphone with 4 speakers	$ 750.00	$ -
0	10	Transit Door System (high top only)	$ 11,935.28	$ -
0	11	Donation Farebox	$ 650.00	$ -
0	12	Mid-roof Optional Floor Plan #1 (see diagram 2)	$ 2,056.17	$ -
0	13	Mid-roof Optional Floor Plan #2 (see diagram 3)	$ 5,045.38	$
0	14	High-top Optional Floor Plan #3 (See Diagram 5)	$ 782.46	$ -
0	15	High-top Optional Floor Plan #4 (See Diagram 6)	$ 5,108.87	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: _____
System Name & Phone No.

Color and Style of 6" lettering: _____

Striping information: _____

Vehicle to be titled to: _____

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Transit X2C

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford Transit U4X

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.
Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.
Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.
Alterer's standard warranty shall apply.

Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.
The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.
The tires shall have a warranty with a minimum of 50,000 miles on tread life.
Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating material.

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Creative Bus Sales
2529 Oneida Rd
Charlotte, NC 28269
615-618-5370

FAX: 909-465-5529

ATTN: Chris Yarber

email: cyarber@creativebussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____

Project Code (Example 23-CT-00): _____

Order Date: _____
(date order placed with vendor)

From: _____
(grant applicant/recipient)

Contact : _____

e-mail: _____

( ) -
(phone number)

( ) -
(FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford MobilityTRANS All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. NO TRANSIT DOOR SYSTEM (sliding van door only); WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 71,160.00	$ -
0	5	High-Top Ford MobilityTRANS - Model 1 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 84,557.00	$ -
0	7	High-Top Ford MobilityTRANS - Model 2 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 82,231.00	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 350.00	$ -
0	6	Logo Application - Labor only	$ 200.00	$ -
0	7	Auxilliary Round Red Brake Lights (2)	$ 350.00	$ -
0	8	Auxiliary Red Strobe at Rear Door	$ 575.00	$ -
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 650.00	$ -
0	10	Diamond Donation box	$ 590.00	$ -
0	11	REAR WHEELCHAIR LIFT	$ 8,613.00	$ -
0	13	Alternative Fuel - All Electric Vehicle option (available on Mid-roof van only)	$ 24,727.00	$
0	14		$ -	$ -
0	15		$ -	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: _____
System Name & Phone No.

Color and Style of 6" lettering: _____

Striping information: _____

Vehicle to be titled to: _____

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Mid-Roof MobilityTRANS

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford High-Top MobilityTRANS

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.

Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.

Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.

Alterer's standard warranty shall apply.

Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.

The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.

The tires shall have a warranty with a minimum of 50,000 miles on tread life.

Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating material.

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

FY- 23 CTP REPLACEMENT CAPITAL
2023 FORD RAISED ROOF LIFT VAN ORDER FORM

Send to: Palmetto Bus Sales
PO Box 2898
West Columbia, SC 29171
803-754-3827 FAX: 803-754-5326

ATTN: Barnie Smith email: bsmith@palmettobussales.com

Re: NCDOT Agency Specific Contract 54-SG-05062022
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____ Project Code (Example 23-CT-00): _____

Order Date: _____
(date order placed with vendor)

From: _____ Contact : _____
(grant applicant/recipient) e-mail: _____

( ) - ( ) -
(phone number) (FAX number)

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diag. #	Description	Base Unit Cost	Total Cost
0	2	Mid-Roof Ford Transit All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11. TRANSIT DOOR SYSTEM NOT ELIGIBLE FOR THIS VEHICLE TYPE.	$ 80,235.77	$ -
0	4	High-Top Ford Transit - Model 1 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 81,166.65	$ -
0	5	High-Top Ford Transit - Model 2 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR NOT SYSTEM INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	$ 81,268.38	$ -
0	7	High-Top Ford Transit - Model 3 All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM NOT INCLUDED IN BASE PRICE-SEE OPTION 14. WHEELCHAIR LIFT NOT INCLUDED ON THIS MODEL	$ 86,662.11	$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	$ 975.00	$ -
0	6	Logo Application - Labor only	$ 450.00	$ -
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0	8	Auxiliary Red Strobe at Rear Door	$ 650.00	$ -
0	9	Transit PA System (to include amplifer, handheld microphone with 2 speakers	$ 850.00	$ -
0	10	Diamond Donation box	$ 1,100.00	$ -
0	11	WHEELCHAIR LIFT	$ 8,500.00	$ -
0	12	Alternative Fuel - Propane Bi-Fuel Conversion Kit	$ 17,500.00	$ -
0	13			$ -
0	14	Transit Door System	$ 7,500.00	$ -
0	15		$ -	$ -
0	16		$ -	$ -
0	17		$ -	$ -
0	18		$ -	$ -
			GRAND TOTAL	$ -

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: _____
System Name & Phone No.

Color and Style of 6" lettering: _____

Striping information: _____

Vehicle to be titled to: _____

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

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STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)

Ford Transit X2C

3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

Ford Transit U4X

3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

WARRANTIES

Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.

Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.

Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.

Alterer's standard warranty shall apply.

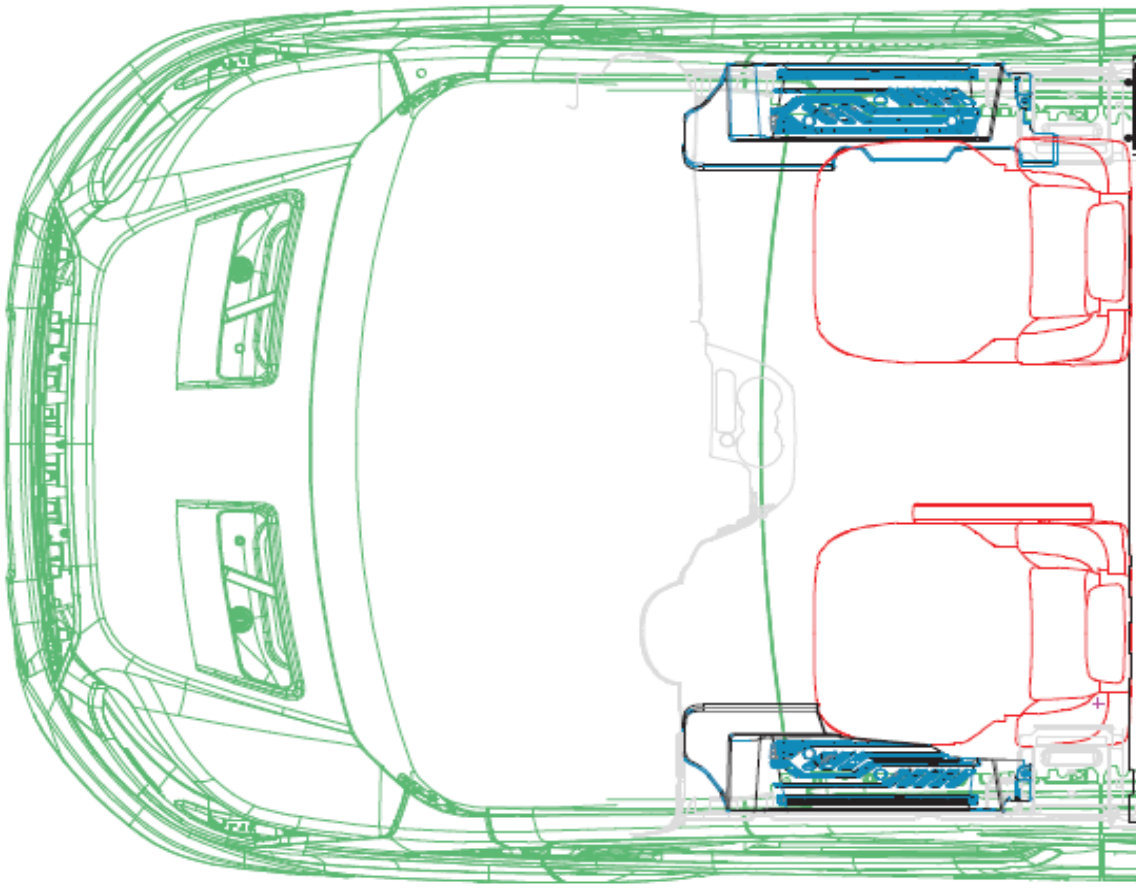
Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.

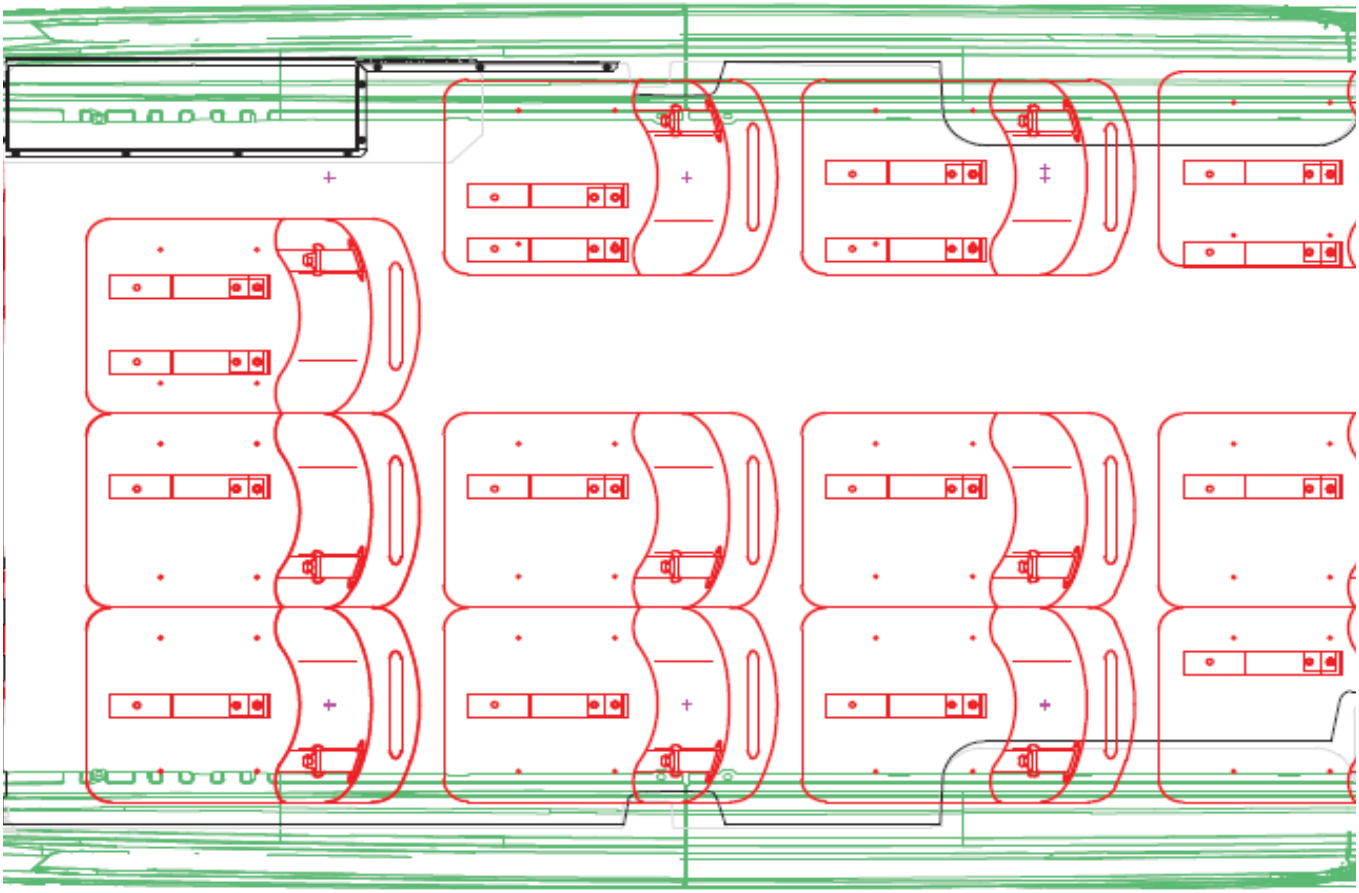
The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.

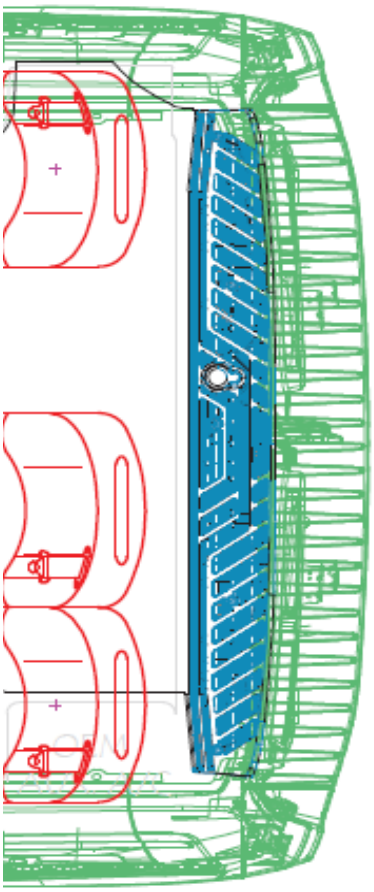
The tires shall have a warranty with a minimum of 50,000 miles on tread life.

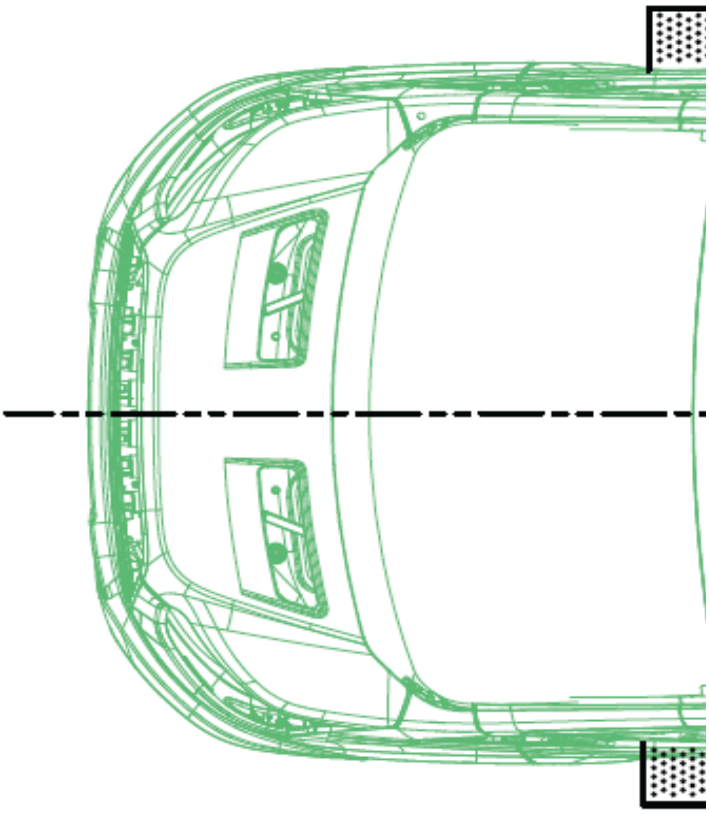
Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating materia

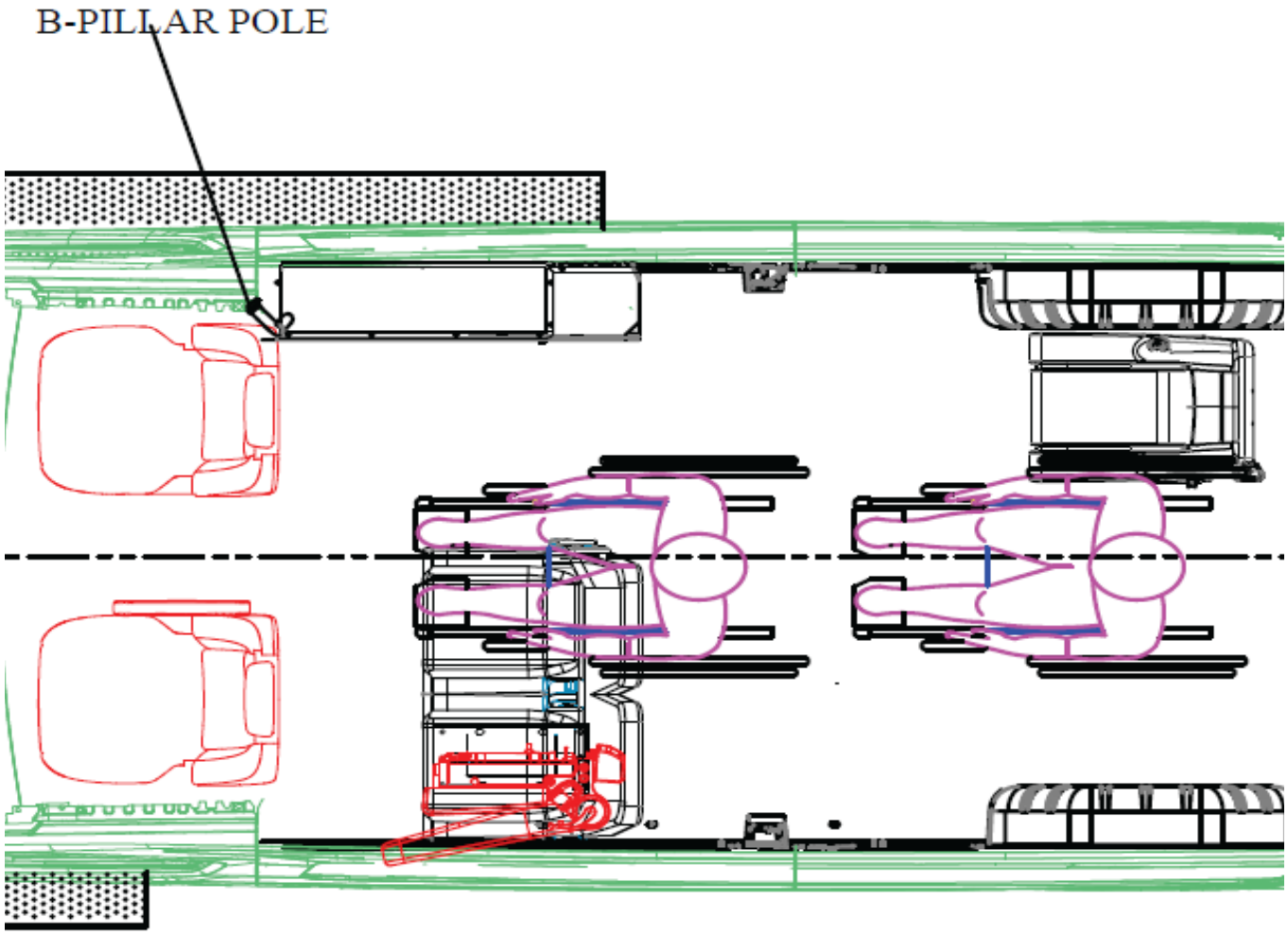
DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.







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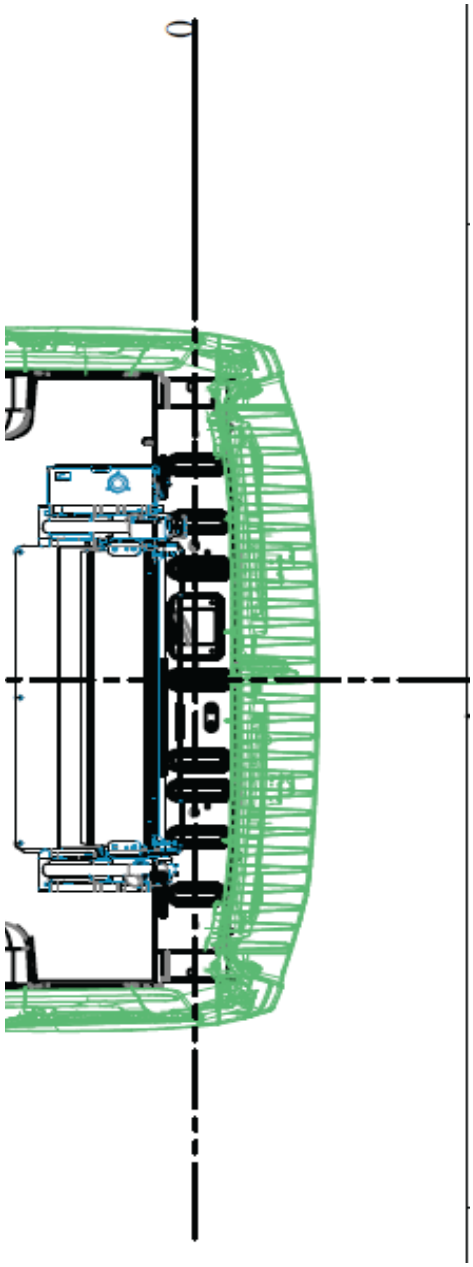

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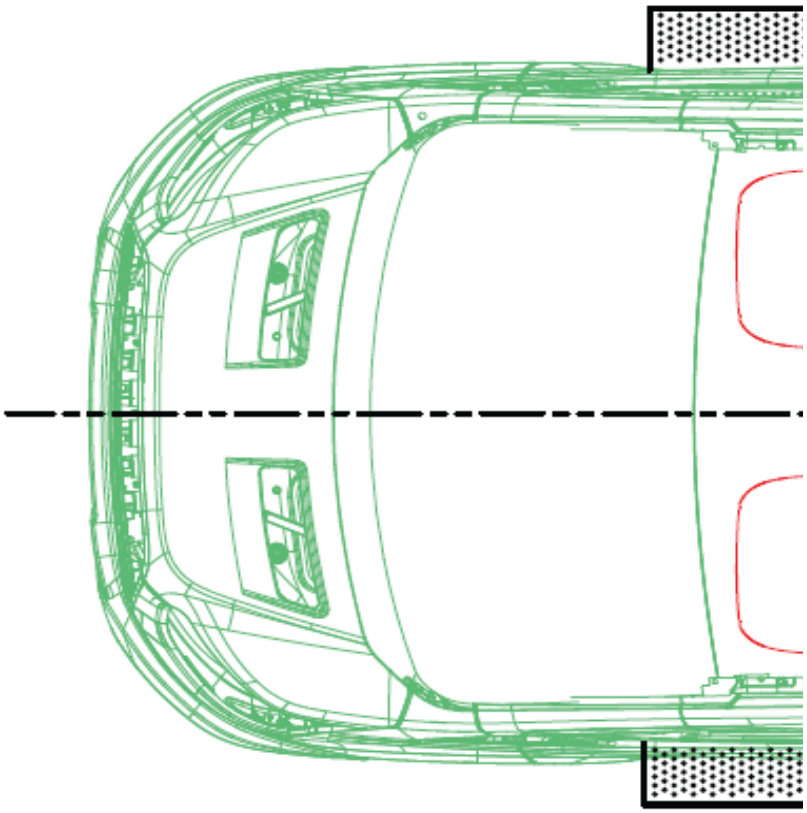

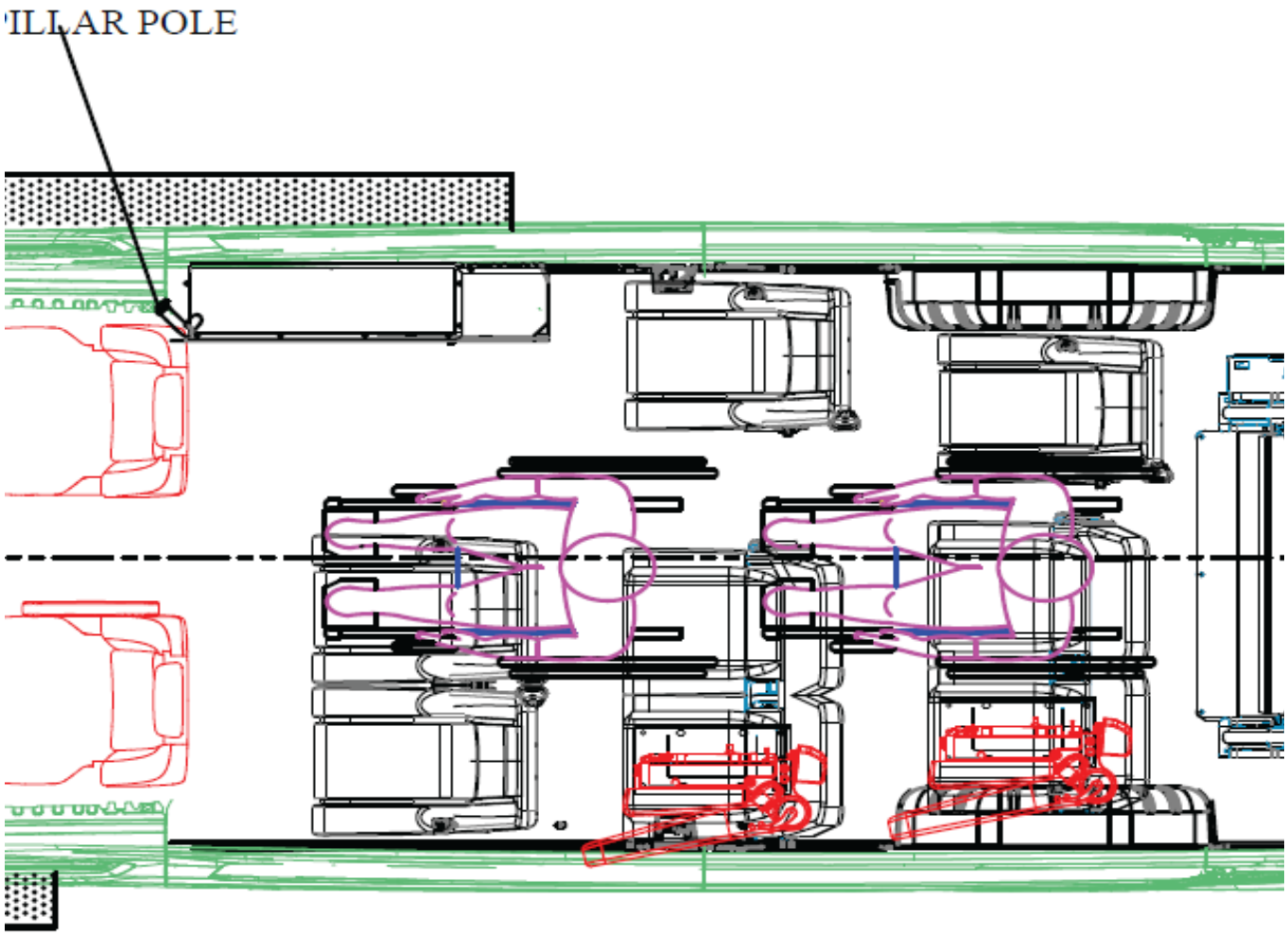
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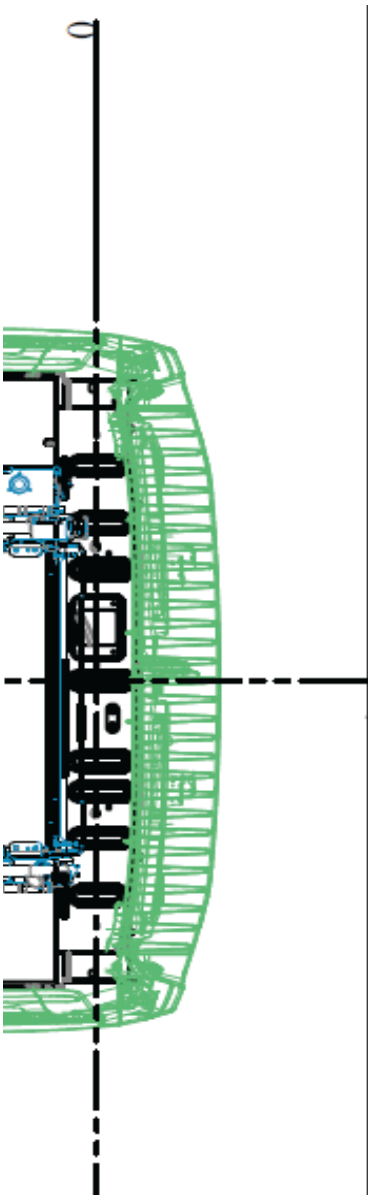

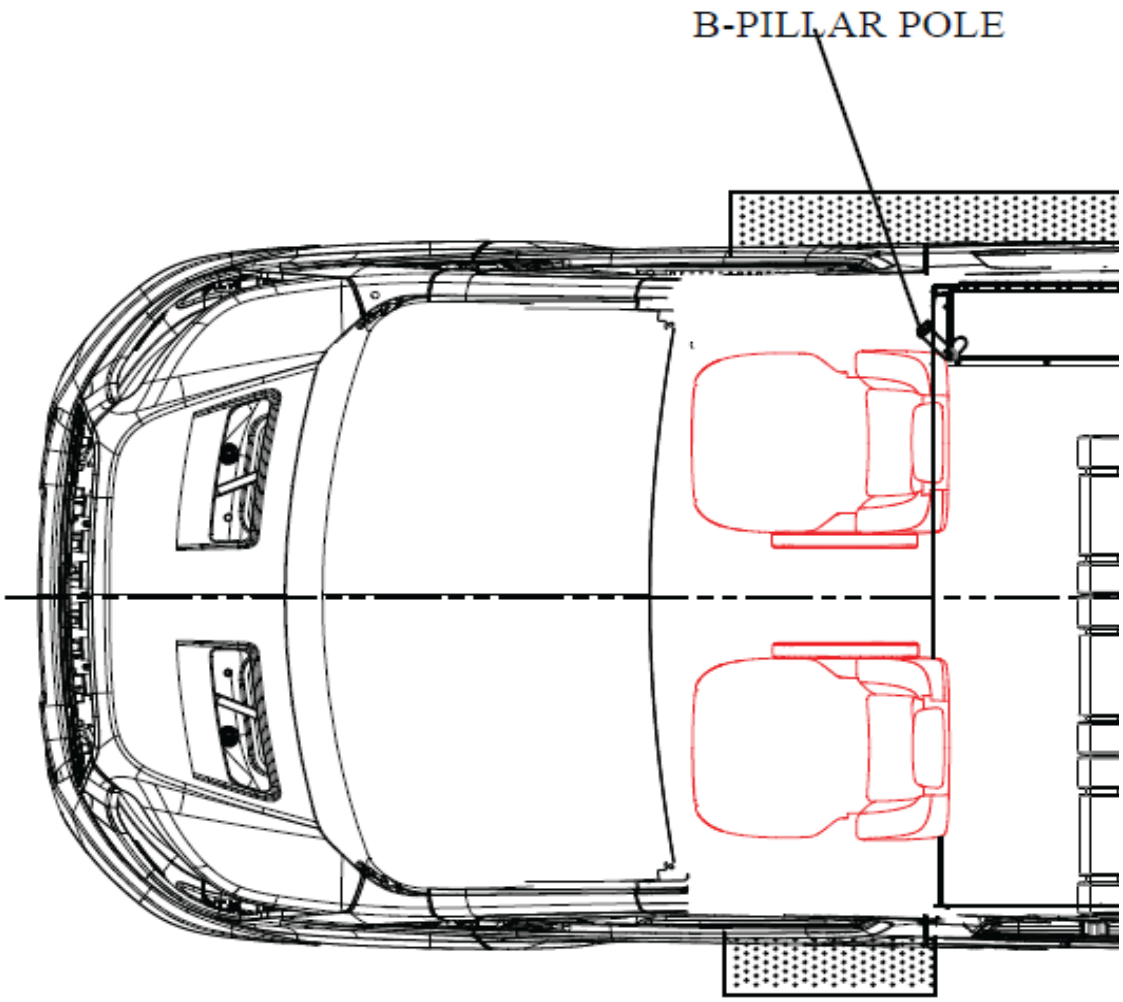
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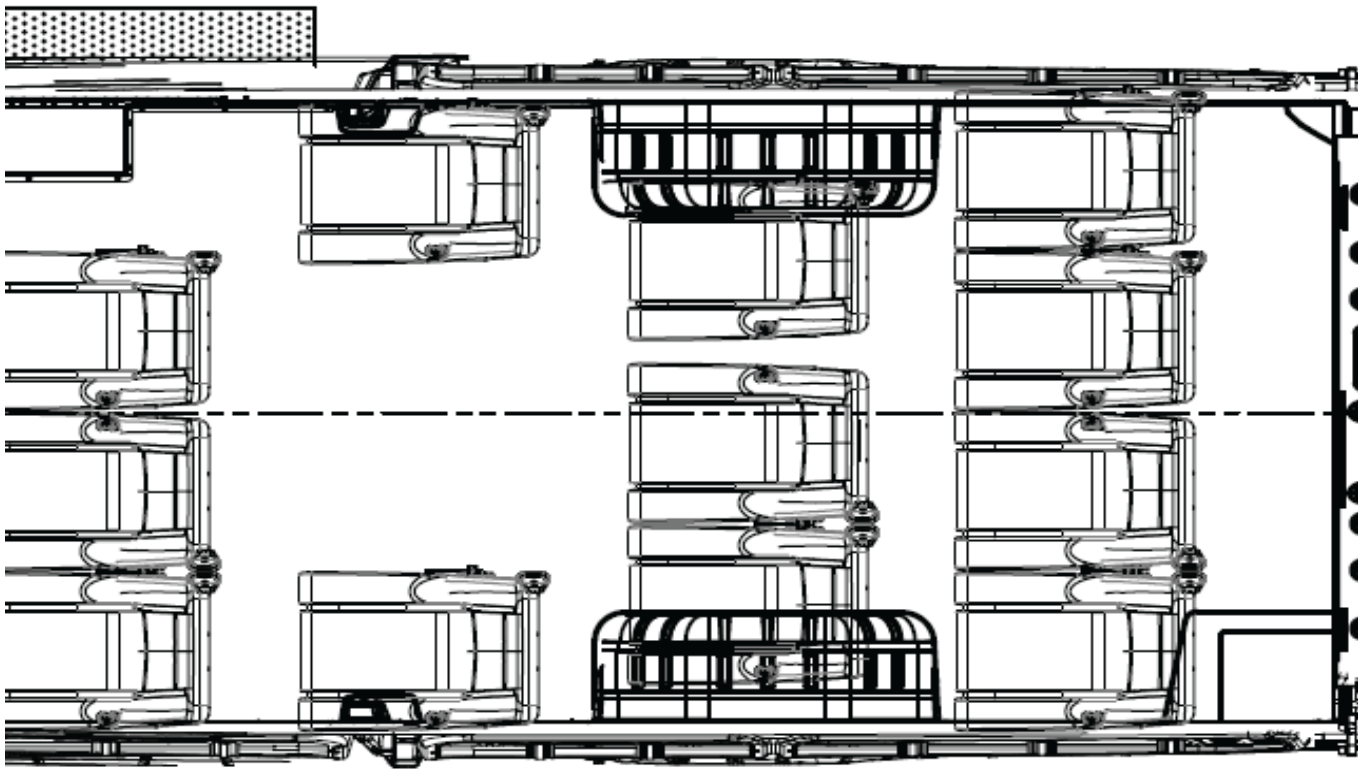

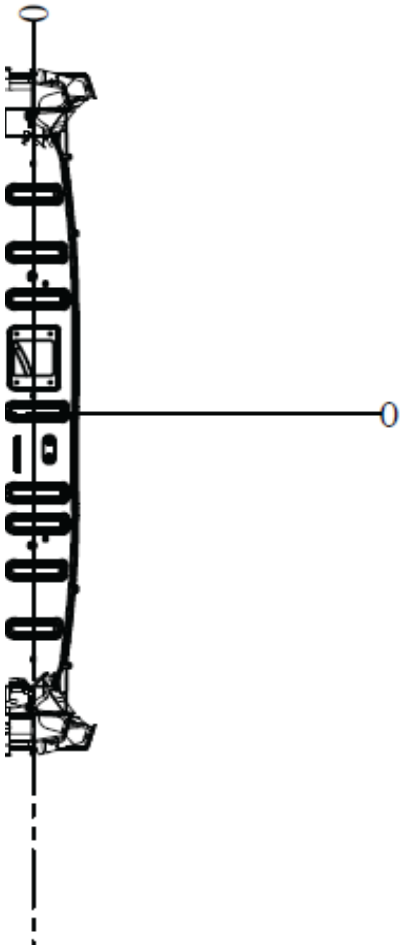
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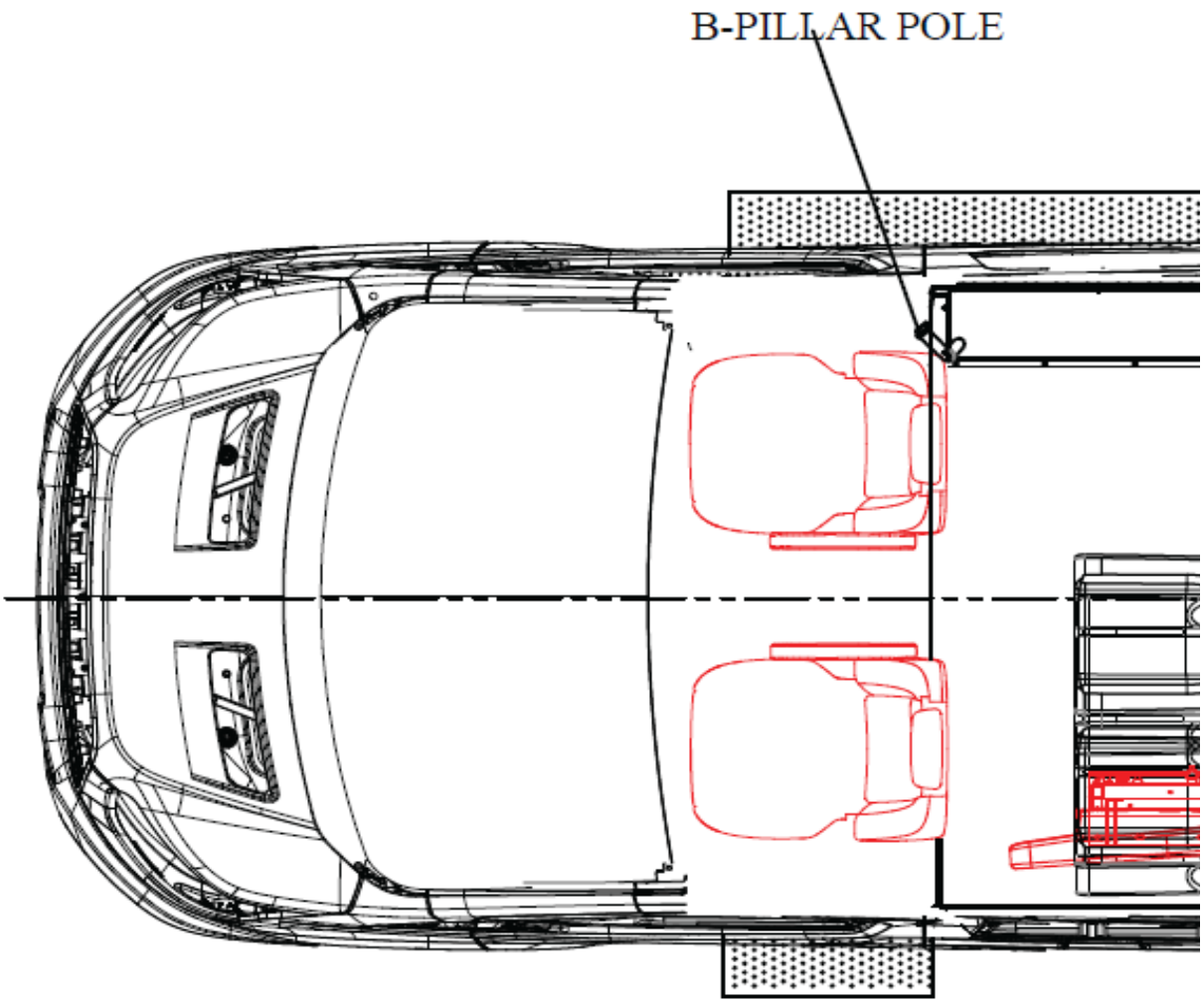
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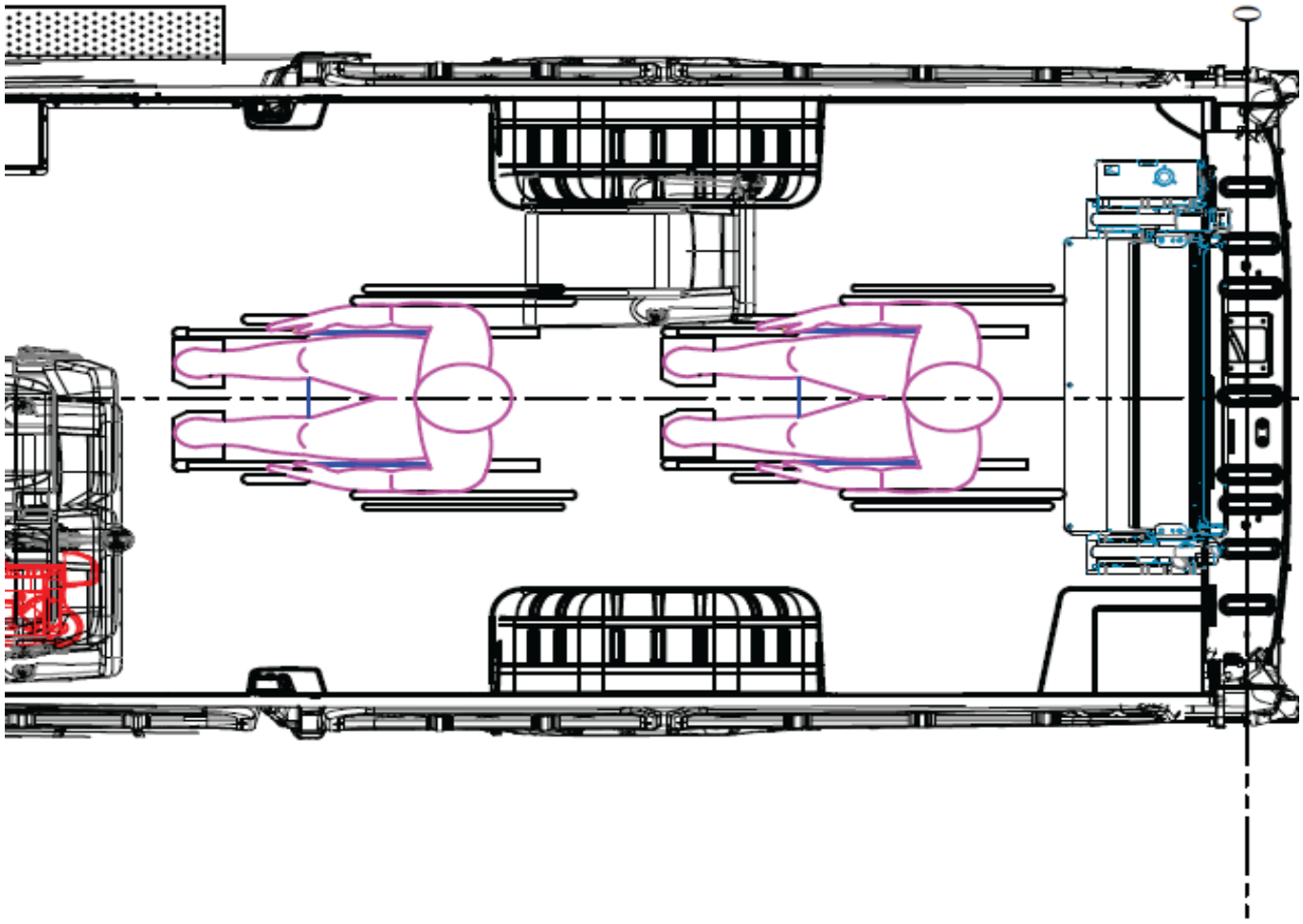

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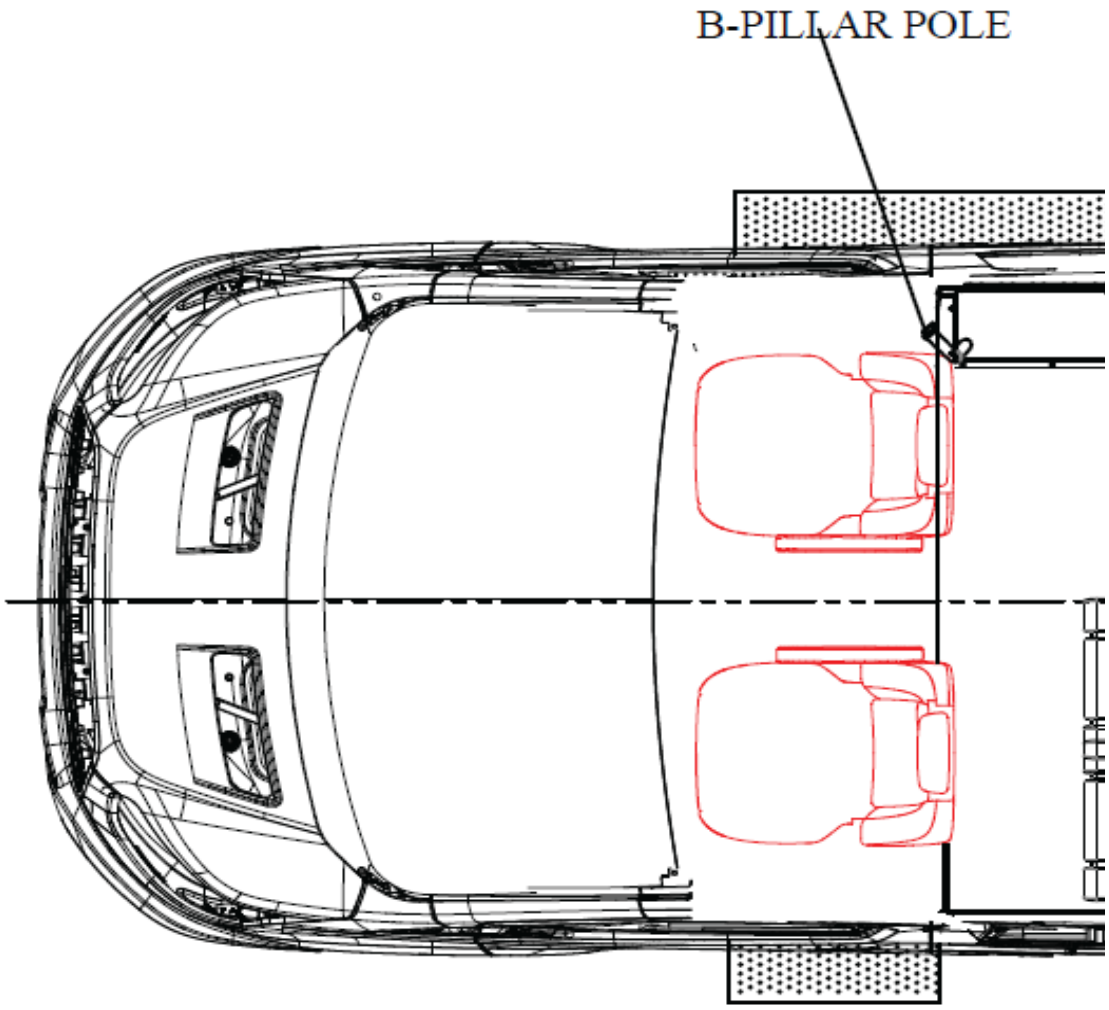
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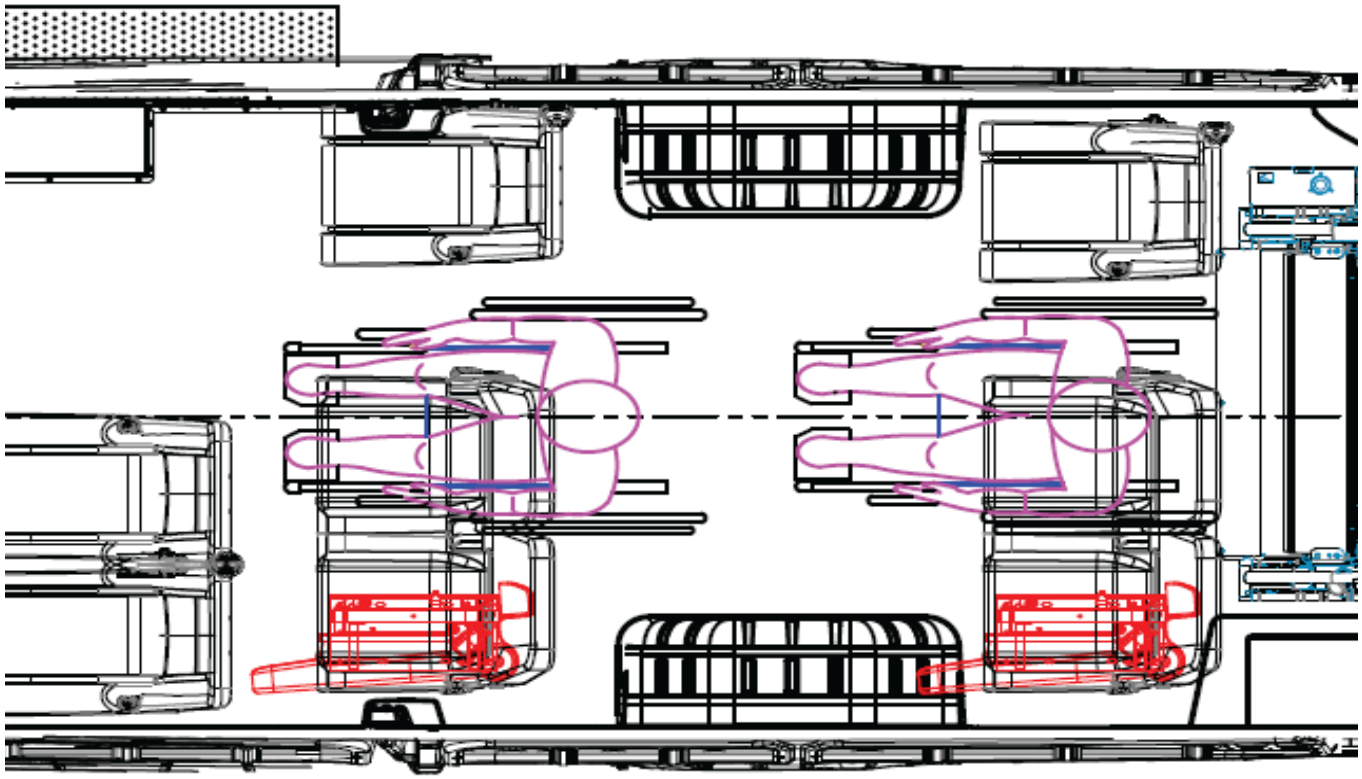

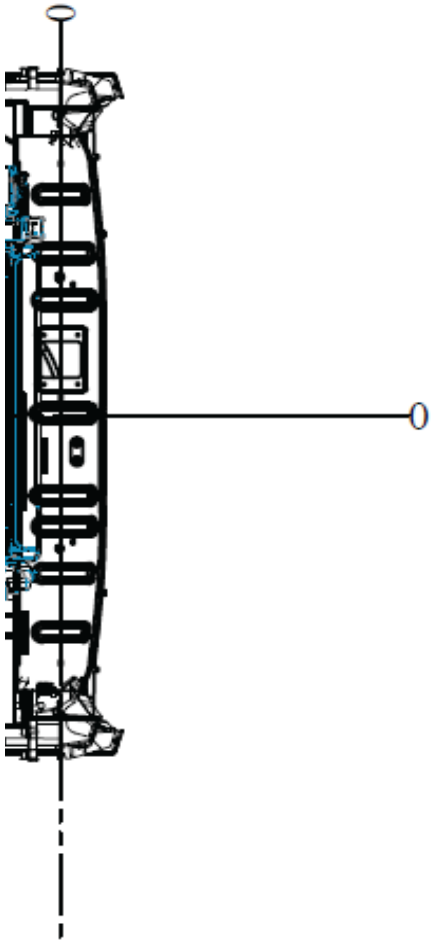
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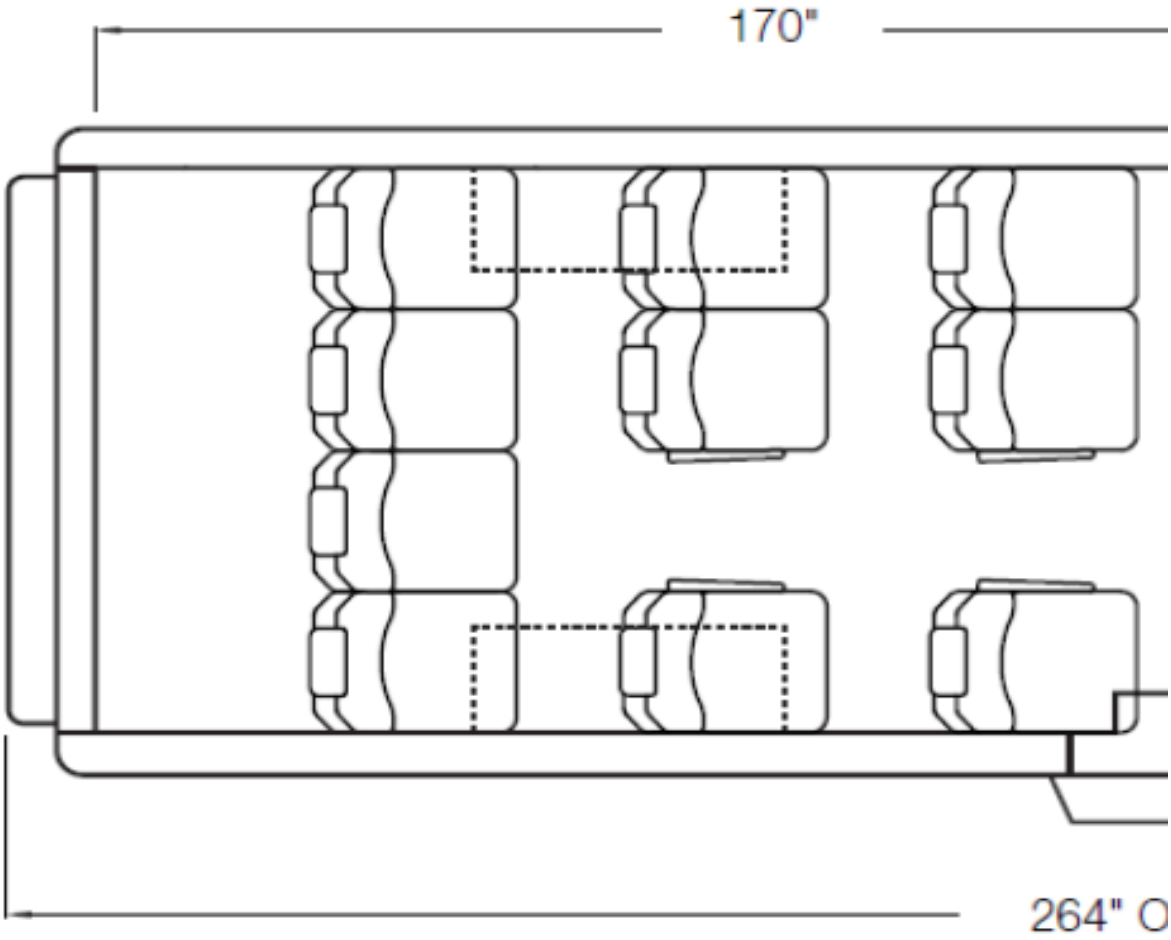
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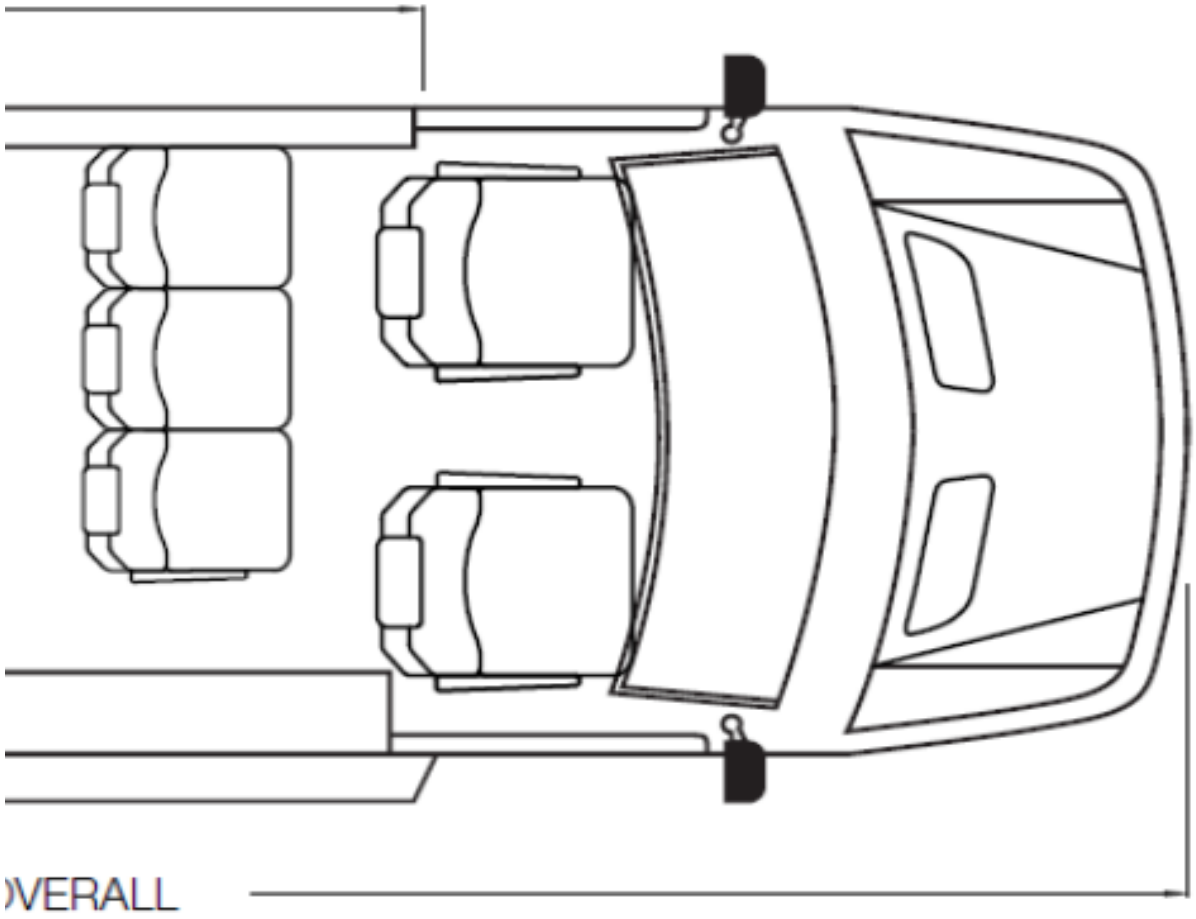
VERALL

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Sarah Pack, Clerk to the Board
DATE: 9/18/2023
SUBJECT: Appoint Rebecca Saleeby as Deputy Clerk to the Board of Commissioners

---

Please officially appoint Rebecca Saleeby as Deputy Clerk to the Board of Commissioners, authorizing her to act in the Clerk's absence for all official duties related to Clerk to the Board of Commissioners.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ann Kitalong-Will, Grants Administration and Governmental Relations, Valerie Steele, Airport and Rowan Transit System Director

DATE: 9/18/2023

SUBJECT: GRANT AGREEMENT: Airport (RUQ) requests approval to approve "Taxiway Rehab" Funding from NCDOT Div. of Aviation

---

The Mid-Carolina Regional Airport (RUQ) has been notified that the funding request for the airport's "Taxiway Rehab" project was approved by the NCDOT Division of Aviation. The grant is awarded under the State Block Grant Program Apportionment and ARPA Match funds; the total award amount of $1,064,521. There is no local match requirement.

Recommendation: Approve the County Manager to execute the State Aid to Airports Block Grant and supporting documents for the RUQ Taxiway Rehabilitation Project

ATTACHMENTS:

1. Grant-Agreement_RUQ Block Grant36237.42.17.2
2. Special Cond_RUQ_36237.42.17.2
3. AIPCert_RUQ_36237.42.17.2

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
ROWAN COUNTY

AIRPORT: **MID-CAROLINA REGIONAL**

PROJECT NO: **36237.42.17.2**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **ROWAN COUNTY**, the public agency owning the **MID-CAROLINA REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JULY 12, 2024** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

W I T N E S S E T H

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012;*

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Apportionment and ARPA Match funds.

WHEREAS, the Sponsor has made a formal application dated **JULY 31, 2023** to the Department for Apportionment and ARPA Match funds for the **MID-CAROLINA REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **$1,064,521** not to exceed **100 percent** of the federal share of the final, eligible project costs of **$1,064,521** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Apportionment and ARPA Match funds will be used for the following approved project:

TAXIWAY REHABILITATION

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: COUNTY MANAGER

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

FAA SPECIAL CONDITIONS

This is in response to Application #10000**14905** dated **JULY 31, 2023**, for Federal Block Grant Non-Primary Entitlement Project #**36237.42.17.2** for **MID-CAROLINA REGIONAL AIRPORT**.

Added Special Conditions: The Sponsor agrees to adhere to the following **BLOCK GRANT 64 (2021 NPE)** special conditions that are required by FAA based on the scope of the project. Please complete the highlighted information, if applicable.

Fund Year	**Special Conditions**
FY2021	1. **Solid Waste Recycling Plan.** The State and Sponsor certify that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
FY2021 and FY2022	2. **Airport Layout Plan.** The State and Sponsor understand and agree to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as applicable. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
FY2021 and FY2022	3. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The State and Sponsor understand and agree that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
FY2021 and FY2022*	4. **Environmental.** The environmental approval for this project was issued on **April 21,2020**. This project includes the following mitigation measures: **No Mitigation Measures Required.** The State and Sponsor understand and agree to complete the above-listed mitigation measures to standards satisfactory to the FAA or State. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
FY2021 and FY2022	5. **Pavement Maintenance Management Program.** The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree, that the program will: a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program,

Fund Year	**Special Conditions**
	specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: i. Location of all runways, taxiways, and aprons; ii. Dimensions; iii. Type of pavement; and iv. Year of construction or most recent major reconstruction, rehabilitation, or repair. 2. Inspection Schedule. i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: i. Inspection date; ii. Location; iii. Distress types; and iv. Maintenance scheduled or performed 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
FY2021 and FY2022	6. **<u>Project Containing Paving Work in Excess of $500,000</u>.** The State and Sponsor agree to: a. Furnish a construction management program to the FAA or State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

Fund Year	**Special Conditions**
	1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract; 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided; 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077); 4. Qualifications of engineering supervision and construction inspection personnel; 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA. i. Failure to provide a complete report as described in paragraph a., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement. ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
FY2021 and FY2022	7. **Maintenance Project Life.** The State and Sponsor agree that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5 year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons
FY2021 and FY2022	8. **Buy American Executive Orders.** The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including

Fund Year	**Special Conditions**
	Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

A signed copy PDF should be uploaded to the EBS application for NCDOT-Division of Aviation to proceed.

I do hereby certify that **ROWAN COUNTY,** on behalf of **MID-CAROLINA REGIONAL AIRPORT,** received federal block grant funding from NCDOT-Division of Aviation and has complied with the requirement(s) stated above.

_____ _____

Authorized Signature for Sponsor Date

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Mid-Carolina Regional Airport
Address: 3670 Aviation Loop Road, Salisbury, NC 28147

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

   ☐ Yes ☐ No ☒ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

   ☐ Yes ☐ No ☒ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☐ Yes ☐ No ☒ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

    ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

    ☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

    ☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor’s Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.2

Description of Work: Taxiway Rehabilitation

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .
Name of Sponsor: Rowan County
Name of Sponsor's Authorized Official: Aaron Church

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Allen Cress, Emergency Services Chief
DATE: 9/18/2023
SUBJECT: EMS Division National Accreditation

The Rowan County EMS Division received the Commission on Accreditation of Ambulance Services (CAAS). This is a national accreditation. We are now the 7th accredited in NC. CAAS accreditation signifies that an agency has met the gold standard determined by the ambulance industry to be essential in modern emergency medical services.

ATTACHMENTS:
None

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Ann Kitalong-Will, Grants Administration and Governmental Relations
DATE: 9/18/2023
SUBJECT: GRANT AGREEMENT: Sheriff's Office requests approval to accept grant award from Operation Underground Railroad (OUR)

The Sheriff's Office was awarded funding from Operation Underground Railroad (OUR) to assist in the annual license fee for GrayShift's GrayKey software, which is used by the Sheriff's Office to extract forensics data from mobile devices. The awarded amount is $9,054, and requires a $9,054 local match. The Sheriff's Office was approved to apply for this funding at the BoC's 8/21/2023 Regular Meeting.
Recommendation:

- Approve the County Manager to execute the grant agreement ("Mutual Agreement Document") between the Rowan County and Operation Underground Railroad for $9,054 to assist with GrayKey software license fees

ATTACHMENTS:
1. _Rowan_County_SO__Operation_Underground_Rail (2)

DocuSign Envelope ID: 0CBDE7B7-75AF-47DD-A9F7-4E502686B58F

OPERATION UNDERGROUND RAILROAD

OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS.

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to Rowan County Sheriff's Office, NC, each reserving the right to withdraw from the MAD with 30 day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

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Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated Point of Contact for Reporting: DETECTIVE SERGEANT THOMASON
Phone number: 704-680-2901
Email: Jeremy.Thomason@rowancountync.gov

Designated Media Representative: Detective Sergeant Thomason
Phone number: 704-680-2901
Email: Jeremy.Thomason@rowancountync.gov

The following donations, or forms thereof, will be provided to, Rowan County Sheriff's Office, NC, the Receiving agency.

- Cost share 50% on 1-year GrayKey Essentials + Expansion Pack – 20 / OUR's total cost $9,054.00.

*In a cost share scenario, the requesting agency is required to fulfill their portion of the payment prior to O.U.R completing the agreed upon remainder of quote. The receiving agency must complete their payment portion within 60 days of final signatures or allocated funds will no longer be reserved, and MAD will be voided.

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Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

	ROWAN COUNTY
O.U.R. Representative Name	**Receiving Agency**
	AARON CHURCH
O.U.R. Representative Signature	**Representative Name**
Date	**Representative Signature**
	Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

FROM: Anna Bumgarner, Finance Director
DATE: 9/18/2023
SUBJECT: Financial Reports

See the attached Financial Reports.

ATTACHMENTS:
None