ROWAN COUNTY COMMISSION AGENDA
November 15, 2021 - 6:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
https://bit.ly/rowanboc1115
Password: 111521

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

Webinar ID: 984 0577 5143

Password: 111521

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: November 1, 2021

1 Consider Approval of Consent Agenda

A. Change Orders No. 6-9 for Dog Adoption Center
B. 2021 Wellness Incentive
C. FY21 EMP Grant
D. Tax Refunds for Approval
E. Schedule Quasi-judicial Hearing for SUP 02-21 Amendment: Taylor Clay Products, for December 6, 2021

F. Request of Matching Funds for Salisbury CDC
G. Proposal For Additional Services for Alternate #4 at West End Plaza
H. Mid-Carolina Regional Airport (RUQ) Zoning
I. ARPA Spending Request
J. ARPA Request and Budget Amendment
K. Resolution to Award Sidearm to Retiring Deputy Jerry Ewart
L. Alcoa (AGPI) Transfer of Eagle Point Preserve Area on High Rock Lake
M. Bi-Weekly Environmental Health Report
N. Request for Public Hearing for 'Project Excelsior'
O. SBAR to BOC - Request to Apply for Healthy Beginnings Grant
P. SBAR to BOC - Request to Apply for Community Health Grant for Dental Services
Q. Carolina Farm Credit Grant For Cooperative Extension
R. Memo to BOC - Debt Write-Off for RCHD
S. Approval of Contract with City of Salisbury for Radio Fees
T. Approval of Task Order with REI for Engineering Services for Courthouse Roof Replacement
U. Approval of Lease with Bank of America for ATM
V. Vaya Health Board Appointments
W. Conservation Easement Appraisal
X. Continuation of Opioid Settlement Documents
Y. NCDEQ Access to Rowan Mill Road Properties

2 Reports

A. RCDSS FY21 Annual Report

3 Public Comment Period

4 Public Hearing & Summary Presentation - EDC 'Project Bishop'
5 Public Hearing: McCleave Road Closure Request
6 Legislative Hearing & Vested Rights Request Z 08-21 Okra Holdings, LLC
7 Public Hearing for TA 02-21: Tom Turpin & Planning Staff
8 Financial Reports
9 Budget Amendments
10 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	November 6, 2021
SUBJECT:	Consider Approval of the Minutes: November 1, 2021

ATTACHMENTS:

Description	Upload Date	Type
November 1, 2021 Minutes	11/10/2021	Cover Memo

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

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

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS November 1, 2021 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

County Manager Aaron Church provided a handout and asked the Board to add an item regarding a request from the Town of Spencer for providing law enforcement assistance.

Chairman Edds added the issue as agenda item #8a.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

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CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the October 18, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

- Commissioner Pierce stated there was an electronic error message when trying to view Consent Agenda Item T (Animal Shelter Driveway). As a result, Chairman Edds said the item would be placed on the regular agenda as Item #8b for discussion.

- Commissioner Pierce asked the Board to add a request from River Park to waive permit fees for construction of a gatehouse. Chairman Edds added the issue to the Consent Agenda.

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

The Consent Agenda consisted of the following:

A. Memo to BOC - Finance Reconciliation for NC DHHS
B. Request for Public Hearing for 'Project Bishop'
C. Lower Parking Lot Event Approval at WEP
D. Schedule Public Hearing for TA 02-21: Tom Turpin, for November 15, 2021
E. Fiscal Year 2021 Year End
F. Reschedule Public Hearing for Multiple Road Names
G. Accept Final Offer For Lot Located At 608 S. Carolina Avenue, Spencer, NC
H. Rowan County BeeKeeper Grant
I. Bi-Weekly Environmental Health Report
J. HOME - ARP [Request to Participate]
K. Declare Portion of Lots 19 and 22 Off Long Street As Surplus
L. Rejection of RFP 2022-007 for Cardiac Monitors
M. Permission to Release a Request for Information on Cardiac Monitors
N. Approval of Revised Procurement Policy
O. Lease Extension at 210 North Main Street for Department of Juvenile Justice
P. Z 08-21 [Okra Holdings, LLC]: Schedule Public Hearing for November 15, 2021
Q. Z 08-21 Suggested Hearing Procedures
R. Approval of Contract with Carolina Siteworks for Roadway Project
S. Visitation Station for Families First
T. Animal Shelter Driveway (This item was moved to the regular agenda as item #8b)
U. Request from River Park to Waive Permit Fees For Construction of Gatehouse (This request was added during consideration of Consent Agenda approval. The fees waived were: Commercial Plan Review $60; Electrical Permit $100; and Construction Permit $60).

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2. APPROVAL OF PROCLAMATION AND RECOGNITION OF FARM CITY WEEK NOVEMBER 15-19TH

Chris Sloop, Director of Rowan Soil and Water Conservation District, thanked the Board for the opportunity to showcase the County's 2021 Conservation Farm Family. Mr. Sloop reported that each year a Farm Family was selected for doing all they could from an agricultural perspective to preserve the soil and water quality.

Mr. Sloop showed a video recognizing the Wetmore Farm (Farm) as the Conservation Family of the Year. The Farm was also selected as the Mountain Region Winner runner-up for the State of North Carolina. The Wetmore Farm, located in Woodleaf, was owned and operated by Artie and Libby Watson. While the video was played, Mr. Sloop narrated and described the operations of the Farm.

A round of applause followed. Mr. and Mrs. Watson and their daughter, Laura, joined the Board in front of the dais for a photograph.

Commissioner Greene read a Proclamation for Farm City Week. Commissioner Greene moved approval of the Proclamation and the motion was seconded by Commissioner Klusman and passed unanimously. Commissioner Greene then presented the Proclamation to the Watsons.

The Proclamation was approved as follows:

WHEREAS, agriculture is an $11 billion industry for the state of North Carolina. The state ranks number one in the nation in farm cash receipts for tobacco and sweet potatoes, number two for poultry and eggs, and number three for fresh-market cucumbers and strawberries; and

WHEREAS, Farm-City Week highlights partnerships farmers here and across the nation produce an abundance of nutritious, good tasting food for everyone to enjoy. Their partnerships with grocers, truck drivers, processors, scientists, consumers and many others all play important roles in getting food from the fields to household tables; and

WHEREAS, Rowan County has over 118,000 acres of farm land with an average farm size of 129 acres. Ninety-seven percent of our farms are family owned. Rowan County is the State's second largest producer of strawberries and fourth largest producer of tomatoes; and

WHEREAS, Rowan County farms bring an annual net income of 19.5 million dollars to the county each year with a market value of $82 million in agricultural products; and

WHEREAS, NC Cooperative Extension Rowan County Center, and the Rowan County Soil and Water Conservation District are encouraging people to speak with farmers or agribusiness providers so they can learn more about agriculture and where their food, fiber and fuel comes from.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby proclaim November 15-1,9 2021 as FARM-CITY WEEK in Rowan County, and encourages all citizens to observe the significance of this week.

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3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board and with no one coming forward, Chairman Edds closed the Public Comment Period.

4. CONSIDER SNIA 07-21: RACE CITY PROPERTIES

Assistant Planning Director Shane Stewart presented the staff report. Mr. Stewart stated that Planning Staff had received a Special Non-Residential Intensity Allocation (SNIA) request from Race City Properties LLC to construct a 16,000 square foot race shop on Lot 61 of Mooresville Motorsports. Approving the request would allow the project to exceed the administrative allowance of 12% built-upon are (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to 70% built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Chairman Edds opened the floor to receive comments from anyone wishing to speak on the request and no one came forward.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve SNIA 07-21 passed unanimously.

5. RESOLUTION SUPPORTING SANITARY SEWER CONNECTION WITHIN COUNTY CONSERVATION EASEMENT AREA

County Attorney Jay Dees reported that Rowan County participated in a program to protect the area along Grant's Creek on the property commonly known as the Mid Carolina Regional Airport as part of the County's former landfill site closing. Within that area, Salisbury-Rowan Utilities (SRU) maintained a sanitary sewer line that served several residential area and developments along Highway 150 and Hwy 52/Airport Road. The City of Salisbury recently approved a 270-unit residential development to be located at the intersection of Rowan Mill Road and Mooresville Road adjacent to Forest Glen Subdivision. The developer agreed to a voluntary annexation into the City of Salisbury. The development needs to connect to this existing sanitary sewer line and has expended a lot of money exploring all other options only to determine that this line would be the most efficient location for this development.

The current Conservation Easement document prohibited several types of development within the easement area. Mr. Dees was of the opinion that it did not prohibit temporary land disturbing activity like making new connections to the existing sewer line where any disturbed land would be repaired or replaced to its original or better condition.

Mr. Dees said he did not feel the Board's predecessors on the Commission who created the Conservation Easement would have forever prohibited any future connections as it would stop any development in the area without installing new lines somewhere else. Mr. Dees said the current developer had reached out through their attorney to all parties in hopes the County would support the Resolution as the owner of the property to allow

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them to connect. Mr. Dees said there would be meetings with Three Rivers Landtrust who ultimately controlled the final decision. Mr. Dees said the Resolution would be in support of what would be taken to the Three Rivers Landtrust Board.

Chairman Edds said the Resolution showed support of not building on conservation land but simply allowed for access to the sewer system underneath conservation land. The connection would be made and the land would be restored. Chairman Edds said the construction would take place on another tract of land.

Mr. Dees said he understood the developer was not only interested in restoring the area to be disturbed for the connection but was also proposing enhancements that would add to the conservation easement.

Commissioner Pierce moved to approve the Resolution followed by a second from Commissioner Klusman. The motion passed unanimously.

6. FIRE DEPARTMENT FUNDING

County Manager Aaron Church discussed a request to provide a portion of the last COVID funds for Rowan County's Volunteer Fire Departments (VFD). Mr. Church said the request would require Board approval and the distribution of the funds would be similar to the process that had been used for the municipalities.

Mr. Church recalled the Board had previously developed an agreement for the municipalities that wished to accept COVID funds. Mr. Church said the municipalities signed an agreement to ensure the money would be spent in compliance with state and federal rules and guidelines.

Mr. Church said if the Board approved the request for $50,000 per VFD from American Rescue Plan (ARP) funds, he would ask the Board to authorize the County Manager to work with the Chief of the Fire Association to develop an agreement for both parties in order for the County to provide the funds and to also protect the County's interest at the same time.

Chairman Edds moved to provide $50,000 to each of the VFD in Rowan County and to ask the County Manager to work with the President of the Fire Chiefs Association to work on an agreement to take to each of departments; and, the VFD would spend these monies within the rules of the COVID money. The motion was seconded by Commissioner Pierce.

Commissioner Caskey discussed including the Rescue Squad to receive the funding, as well.

Chairman Edds amended the motion to include the Rescue Squad followed by a second from Commissioner Pierce.

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Commissioner Caskey said several of the Chiefs he had spoken to had requested to make sure they receive the right guidance from the County. Commissioner Caskey said the departments had a tough year with COVID and not being able to hold their fundraisers.

Upon being put to a vote, the amended motion passed unanimously.

Note: At this point, and at the request of Commissioner Greene, County Attorney Jay Dees took a moment to discuss the upcoming public hearing for a proposed solar farm in the Gold Hill area. The Planning Board had voted to recommend the Commissioners not allow the solar farm.

Mr. Dees said the public hearing was scheduled to be heard by the Board of Commissioners on November 15, 2021. Mr. Dees said the Planning Board makes a recommendation to the Board of Commissioners. The Planning Board conducts courtesy hearings to flush out and vet the issues related to a zoning case in advance. The Planning Board adopts Statements of Consistency and Reasonableness; however, the Planning Board did not have the authority to make the decision. Mr. Dees noted the Board of Commissioners had voted via the Consent Agenda tonight to set the public hearing and to also adopt and publish proposed rules regarding the process for the public hearing.

7. BUDGET AMENDMENTS

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

- Sheriff – Recognize funds approved from FY 2020 Local Justice Assistance Grant, and budget the funds to the proper equipment expense account. $10,050
- Airport – The Airport Fund is requesting the transfer of funds from the General Fund and the Airport Fund Balance to cover three (3) projects occurring at the Airport. 1) Architect and Engineering firm producing plans for the building of five (5) new hangars; 2) landscaping project at Airport originally started in 2020 but put on hold due to COVID; 3) Parking lot improvements by Food Lion hangar. $1,661,702

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

8. CONSIDER APPROVAL OF BOARD APPOINTMENTS

Commissioner Klusman moved the appointment of the following:

- **DANGEROUS DOG APPEALS BOARD**
  Lindsey Ward to fill a seat that would become vacant on November 30, 2021. The term would be for three (3) years and expire November 30, 2024.

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- **HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE**
  Beth Huber as the new Director for Trinity Living Center. The term would expire June 30, 2022.

- **POOLETOWN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**
  Bryan Kirk for reappointment for a two-year term that would expire on November 30, 2023.

- **ROWAN COUNTY BOARD OF ADJUSTMENT**
  Bradford Basinger to fill a vacant Alternate seat with a term that would expire July 31, 2023.

The motion for approval of the above appointments was seconded by Commissioner Pierce and passed unanimously.

- **ROWAN COUNTY BOARD OF ADJUSTMENT**
  Norman Ribelin applied for reappointment; however, he had served two (2) terms and was not eligible for reappointment. Due to the difficulty of finding volunteers for this Board, the Commissioners were asked to waive the two-year term limit and consider reappointing Mr. Ribelin. The term would expire July 31, 2024.

Commissioner Klusman moved to waive the two-term limit for Mr. Ribelin. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappoint Mr. Ribelin as requested passed unanimously.

ADDITION

8a. INTERLOCAL AGREEMENT REGARDING MUTUAL ASSISTANCE OF LAW ENFORCEMENT SERVICES

County Manager Aaron Church provided several handouts and discussed a request from the Town of Spencer (Town). The request was for the County to allow the Sheriff's Department to assist in providing law enforcement to the Town. Mr. Church said the mutual assistance would be similar to what had been done for the City of Salisbury (City) in 2016.

Mr. Church discussed two (2) recommended motions before the Board.

The first motion was to authorize the County Manager to execute the Interlocal Undertaking Agreement (Agreement) between the Town of Spencer and Rowan County to provide temporary law enforcement assistance to the Town, and the attached Resolution. Mr. Church asked the Board to also authorize the County Manager to make any non-substantial changes.

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The second motion Mr. Church reviewed was for the Board to consider authorizing the approval of the program for Sheriff's deputies who work for the Town of Spencer under the agreement between the Town of Spencer and Rowan County to provide temporary law enforcement assistance to the Town: The program was as follows:

- Pay deputies at a rate of time and one-half of their regular hourly rate for each hour worked for the Town of Spencer irrespective of the number of hours worked for Rowan County.
- Pay deputies a $300 bonus for working 40 hours in a 14-day period for the Town of Spencer through the 2021 Interlocal Undertaking Agreement between the Town of Spencer and Rowan County to provide temporary law enforcement assistance to the Town.
- Pay deputies a $150 bonus for working a minimum of 8 hours on November 11 (Veterans Day), November 25 (Thanksgiving), December 24 (Christmas Eve), December 25 (Christmas), December 31 and/or January 1, 2021 (New Years Eve and New Year's Day).

Commissioner Pierce moved to authorize the County Manager to execute the Interlocal Undertaking Agreement (Agreement) between the Town of Spencer and Rowan County to provide temporary law enforcement assistance to the Town, and the attached Resolution. The motion was seconded by Commissioner Klusman and carried unanimously.

Commissioner Pierce moved to authorize the approval of the program for Sheriff's deputies who work for the Town of Spencer under the agreement between the Town of Spencer and Rowan County to provide temporary law enforcement assistance to the Town and the attached payment schedule. The motion was seconded by Commissioner Klusman and passed unanimously.

The Resolution handed out by Mr. Church was as follows:

WHEREAS, pursuant to North Carolina General Statutes Section 160A-288, the head of any law enforcement agency may temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, units of local government, including, but not limited to, cities and counties, are authorized to enter into interlocal undertaking agreements with other units of local government for the joint exercise or the contractual exercise by one unit for another unit, of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, North Carolina General Statute Section 160A-460 defines "undertakings" and "unit of local government" as used in the Interlocal Agreement; and

WHEREAS, North Carolina General Statute Section 160A-461 provides specific authorization for the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement is intended to comply with the requirements set forth in North Carolina General Statute Section 160A-464; and

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WHEREAS, in response to a shortage in law enforcement officers, the Town of Spencer is requesting temporary law enforcement assistance from Rowan County and Rowan County is willing to provide temporary law enforcement assistance to the Town.

NOW, THEREFORE, BE IT RESOLVED that the Rowan County Board of Commissioners authorizes the County Manager to execute an Interlocal Agreement with the Town of Spencer to provide law enforcement services to the Town of Spencer.

The Interlocal Undertaking Agreement presented by Mr. Church was as follows:

This is an Interlocal Undertaking Agreement between the TOWN OF SPENCER, a North Carolina municipal corporation (hereinafter "Town"), and the COUTY OF ROWAN, a political subdivision of the State of North Carolina (hereinafter "County") and the SHERIFF OF ROWAN COUNTY, a constitutional office of the State of North Carolina (hereinafter "Sheriff"), collectively referred to as "Parties". This Agreement is made pursuant to North Carolina General Statutes Sections 160A-288 and 160A-460 through 160A-466. The Date of this Interlocal Undertaking Agreement is _____ (hereinafter "Agreement").

Authority

The Parties are entering into this Agreement for the purpose of establishing an undertaking in which the County will provide temporary law enforcement assistance to the Town pursuant to specific terms outlined herein.

Terms

The Sheriff will provide law enforcement services to the Town on an as needed basis by providing qualified sheriff's deputies, including proper vehicles, uniforms and equipment, under the following terms:

1) For each sheriff's deputy provided to the Town under this Agreement, the Town shall pay the County $50 for each hour of service to the Town, with service of less than one hour to be paid on a pro rata basis. This payment covers the deputy's salary and benefits, vehicle, vehicle fuel, uniform and regular equipment.
2) While working with the Town, sheriff's deputies shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the Town, in addition to those the sheriff's deputy normally possesses.
3) While on duty with the requesting agency, sheriff's deputies shall be subject to the lawful operational commands of the deputy's superior officers in the Town, but the deputy shall for personnel and administrative purposes, remain under the control of the Sheriff, including for purposes of pay. The Town shall be responsible for, and agrees to reimburse the County, up to the first $500,000 of each worker's compensation claim by a loaned sheriff's deputy arising out of claimed activities by the loaned deputy while on duty with the Town as provided by this Agreement. The Town also shall be responsible for, and agrees to reimburse the County, up to the first $50,000 of any general liability claim by loaned sheriff's deputies for claimed activities while on duty with the Town.
4) When temporary assistance is needed pursuant to this agreement, the Town shall notify the County of the need for such assistance and the assistance shall be provided if feasible to do so. The Town shall notify the County of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.
5) Any disciplinary actions arising out of the temporary work assignment of sheriff's deputies under this Agreement will remain the responsibility of the Sheriff.
6) The Town specifically covenants and agrees to assume all liability for any act committed by the sheriff's deputy within the course and scope of the sheriff's deputy's temporary assignment or damage or injury caused by the use of misuse of loaned equipment, and further agrees to hold harmless and indemnify the County, Sheriff and sheriff's deputy for any damages, including the payment of attorney's fees, incurred by the County and Sheriff pursuant to such temporary assignment under this Agreement.
7) The Town agrees to hold harmless the County, Sheriff and sheriff's deputy for any damage to the property of the Town incurred in the scope and course of the sheriff's deputy's duties. Further, the County, Sheriff and sheriff's deputy agree to hold the Town harmless for any damage to the property of the County and Sheriff occasioned by such act(s). The agreement shall not be construed as a bar to any other rights or claims, either direct or by subrogation, which either agency shall have against any other party.

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Other Terms

No personnel shall be appointed to execute the undertaking evidenced by this Agreement, and no joint agency is established by this Agreement. The undertaking evidenced by this Agreement does not involve conveyance of real property between the parties hereto at any time.

Effective Date of Agreement

This Agreement shall become effective and enforceable by the Parties upon the full execution of this Agreement and the full ratification of resolutions by the governing bodies of both the Town and the County as outlined below. This date shall be the effective Date for purposes of this Agreement.

Duration of Agreement and Amendment/Termination Thereof

This Agreement shall remain in effect for six (6) months from the Effective Date. However, the contents of this Agreement can be amended, and/or the duration of this Agreement can be extended, at any time prior to its expiration six (6) months from the Effective Date upon the execution of a written amendment executed by the undersigned (or other duly-authorized representatives) on behalf of their respective governing bodies following ratification by resolution of the governing board of the Town and the Cunty. Similarly, the Agreement can be terminated by either the County or the Town by providing five (5) business days written notice to the other party following ratification by resolution of the governing board of the terminating party.

In WITNESS WHEREOFF, the Town, County, and Sheriff have authorized this Agreement to be executed and attested by their undersigned officers and to be ratified by resolution of the governing boards of the Town and County.

ADDITION

8b. ANIMAL SHELTER DRIVEWAY

(Note: This item was removed from the Consent Agenda [Item T] for discussion at the beginning of the meeting).

Chairman Edds said the primary purpose of this memo in the agenda packet was notify the Board that an “agreement” in some form with NCDOT will be needed to use a portion of the county’s driveway. The purpose is to ensure NCDOT has a turnaround space in order to accept the new road from Julian to the dead end for maintenance once complete.

Commissioner Pierce moved to authorize the County Manager to negotiate an agreement with the NCDOT. Once negotiated the agreement will be brought back to the Board of Commissioners for approval. The motion was seconded by Commissioner Greene and passed unanimously.

9. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:49 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	County Manager Aaron Church
DATE:	November 5, 2021
SUBJECT:	Change Orders No. 6-9 for Dog Adoption Center

ATTACHMENTS:

Description	Upload Date	Type
Contractor's Request for Change Orders No. 6-9	11/5/2021	Cover Memo

C. S. Bradshaw Const. Co., Inc.
P. O. BOX 1086, SALISBURY, NC 28144
704-633-9011, FAX 704-639-9434

Date: 8/30/2021

Job: Nina Dix Dog Adoption Center

Change Order Request #7

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may alter the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Contractors will provide all labor and material for the following work:

Patterson Veterinary Proposal- Quote good thru 11-01-21:

item quoted before contract- including shipping, handling, taxes, and installation:	-156,766.77
item quoted 8-9-21- including shipping, handling, taxes, and installation:	195,795.02
DIFFERENCE:	39,028.25

Total Labor and Material Costs: $39,028 (Add)

Does Change Affect Schedule?: No

New Estimated Completion Date: NC

Approved: _____ _____
(Owner) (Date)

Approved: _____ 8/31/21
(General Contractor) (Date)

C. S. Bradshaw Const. Co., Inc.
P. O. BOX 1086, SALISBURY, NC 28144
704-633-9011, FAX 704-639-9434

Date: 8/30/2021

Job: Nina Dix Dog Adoption Center

Change Order Request #8

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may alter the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Contractors will provide all labor and material for the following work:

stone for drive to existing shelter building:

ACF Hauling	$ 495.00
Chandler Concrete	$ 449.70
TOTAL:	$ 944.70

Total Labor and Material Costs: $944.70 (Add)

Does Change Affect Schedule?: No

New Estimated Completion Date: NC

Approved: _____ (Owner) _____ (Date)

Approved: _____ (General Contractor) 8/31/21 (Date)

C. S. Bradshaw Const. Co., Inc.
P O BOX 1086, SALISBURY, NC 28144
704-633-9011, FAX 704-639-9434

Date: 8/30/2021

Job: Nina Dix Dog Adoption Center

Change Order Request #9

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may alter the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Contractors will provide all labor and material for the following work:

Commercial water heater as specked:

Cost increase: $1,300.00

Total Labor and Material Costs: $1,300.00 (Add)

Does Change Affect Schedule?: No

New Estimated Completion Date: NC

Approved: _____ _____
(Owner) (Date)

Approved: _____ 8/31/21
(General Contractor) (Date)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	11-02-21
SUBJECT:	2021 Wellness Incentive

Please consider this request to suspend the 2021 biometric screenings for current enrollees of the County's health insurance plan and instead, have enrollees complete 2 short courses through the County College program related to wellness. The request is a result of the Covid-19 pandemic and the health risks associated with gatherings of individuals.

Please approve this request.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 3, 2021
SUBJECT: FY21 EMP Grant

Please see the attached EMP Grant.

Please accept the attached EMP Grant.

ATTACHMENTS:

Description	Upload Date	Type
FY21 EMP Grant	11/3/2021	Backup Material

DocuSign Envelope ID: C89457DD-1E14-497A-83A3-57703A649937

cy Management Performance Grant Program (EMPG)

Fiscal Year 2021

AL #: 97.042

Grant#: EMA-2021-EP-00015

SUBAWARD NOTIFICATION

DPS **Emergency Management**

TJ Brown
Rowan County
2727 Old Concord Rd.
Salisbury , NC 28146-6319

Period of Performance: October 1, 2020 to September 30, 2023
Project Title: EMPG Project
Total Amount of Award: $36,150.00
MOA #: 2120080

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 Emergency Management Performance Grant Program (EMPG) has been approved for funding. In accordance with the provisions of FY 2021 EMPG award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Casandra Skinner Hoekstra, Interim Secretary

William C. Ray, Director

Emergency Management Performance Grant
(EMPG)

Fiscal Year 2021

AL #: 97.042
Grant #: EMA-2021-EP-00015

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:
Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

MOA #: 2120080
Period of performance:
October 1, 2020 to September 30, 2023

Award amount:	Universal	SatCom	Optional
Federal	$ 36,150.00	TBD	TBD
State	$ 0.00	TBD	TBD
Local	$ 0.00	TBD	TBD
Total	$ 36,150.00	TBD	TBD

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG). More information about EMPG is available at: https://www.fema.gov/grants/preparedness/emergency-management-performance. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1.

2. **Program Authorization and Regulations**
This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260)*, (3) FY 2021 EMPG Notice of Funding Opportunity (NOFO): https://www.fema.gov/media-collection/emergency-management-performance-grant, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Compensation**
Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Recipient/Subrecipient must:
   i. Be established as a State, Local, or Federally Recognized Indian Tribal Government.
   ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or http://fedgov.dnb.com/webform.
   iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
   iv. Complete any procurement(s) and expenditures no later than September 30, 2023.
   v. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (https://www.ncsparta.net/eoc7/), by the following dates: *January 15th, April 15th, July 15th and October 15th.*
   vi. Submit requests for reimbursement with all required documentation attached.
   vii. Match requirement. FY 2021 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2021 EMPG NOFO, section D, Funding Restrictions for additional guidance. Other program guidance is available at https://www.fema.gov/grants/preparedness/emergency-management-performance. Contact your NC Emergency Management Area Coordinator for assistance.
   viii. The Subrecipient must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.

B. File Retention (see Attachment 4 "Required Subrecipient File Documentation"):
   Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

   i. Resolution/ordinance establishing Subrecipient as a State, Local, or Federally Recognized Indian Tribal Government.
   ii. Award letter, MOA, and supporting appendices.
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
   iv. Audit findings and corrective action plans.
   v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 EMPG Application packet, incorporated by reference herein.

The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. **Supplantation**
Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. **Compliance**
Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 EMPG NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. **Responsibilities**
Recipient:

A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.

B. Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.

C. The federal award date is October 1, 2020. Funds allocated must be encumbered and invoices received by NCEM by October 30, 2023.

D. Recipient shall directly monitor the completion of this project.

Subrecipient:

A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.

B. The Subrecipient shall expend FY 2021 EMPG Grant Program funds in accordance with the FY2021 EMPG NOFO, the grant application, and Subaward Notification.

C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award, this MOA and DHS Standard Terms and Conditions (Attachment 3), incorporated by reference herein, for the performance of the activities.

D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 EMPG NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title

VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants1@ncdps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 EMPG NOFO. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reibursement submitted more than 60 days after Subrecipient payment of invoice may be denied.

F. Complete all Universal and six or more Optional work activities as identified in the FY 2021 EMPG Local Activity Directory which is a part of the FY 2021 EMPG application packet, incorporated by reference herein.

G. Complete the procurement(s) process not later than September 30, 2023.

H. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (https://www.ncsparta.net/eoc7/), by the following dates: *January 15th, April 15th, July 15th and October 15th*.

I. Maintain a grant management filing system as required in this MOA (Attachment 4).

J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 EMPG NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 3).

K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

L. Ensure that EMPG funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

M. Non-Supplanting Requirement. See paragraph 6 (Supplantation).

N. All materials publicizing or resulting from award activities shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words "Funded by US Department of Homeland Security".

O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

   i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of $5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.

v. Only allowable equipment listed in the Authorized Equipment List (AEL) for EMPG are eligible for purchases from this grant.

P. Property and Equipment. Property and equipment purchased with EMPG funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with EMPG funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with EMPG Program requirements. Recipient will not be held responsible for any property purchased under this MOA.

Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the EMPG grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS and NCEM statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other Federal awarding agencies. NCEM, in conjunction with DHS, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 5.

S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.

T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner

has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

U. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance.

V. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 EMPG NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Subrecipient under this grant.

11. Warranty

As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for subrecipients to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

Level I (Less than $25,000)

A grantee receiving less than $25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than $25,000.
- Level I form and reporting instructions are available on the above website.

Level II ($25,000 - $499,999)

A grantee that receives between $25,000 - $499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III ($500,000 - $749,999)

A grantee that receives a combined $500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued ($750,000+)

A grantee that receives a combined $750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
    - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
    - Post the single audit to the Federal Audit Clearinghouse (https://harvester.census.gov/facweb/).
    - Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M.0205, a subrecipient that receives a combined **$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

Per 2 CFR 200.501, a subrecipient that receives a combined **$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient's fiscal year end. Subrecipient must:

A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.

B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.

C. Make copies of the single audit available to the public.

14. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 EMPG NOFO referenced herein.

18. **Situs**
This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. **Antitrust Laws**
All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. **Other Provisions/Severability**
Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. **Entire Agreement**
This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. **Modification**
This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

23. **Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16**
Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

A. Procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
C. Enter into, extend, or renew contracts with entities that use ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services
FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions
Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1
Refer to FEMA Policy #405-143-1 for specific guidance:
https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S, 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.

C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until September 30, 2023. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 EMPG NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the EMPG project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

A. Scope of Work Summary
   i. Completed appropriate report forms with invoices and proof(s) of payment.
   ii. Audit findings and corrective action plans.
   iii. Equipment inventory records with photo documentation of labeling.

B. Documentation to be provided throughout the Period of Performance of the grant:
   i. Quarterly project progress reports.
   ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG.
   iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
   iv. Training course roster and description.
   v. Any other documentation that would be pertinent.
   vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
      - Name and address of the vendor or establishment providing the product or service.
      - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
      - Date the product or service was provided.
      - Itemized description of all products or services.
      - Unit price of products or services (if applicable).
      - Total amount charged.
   vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
   i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions:_The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in FederallyAssisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, 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 said property described in this [deed, license, lease, permit,

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be 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 services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace.
   ii. The Subrecipient's policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation, and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination.
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA are effective October 1, 2020. The last signature shall be that of Casandra Skinner Hoekstra, Interim Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2020 to September 30, 2023.

36. Statement of Assurances

Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Scope of Work
- Attachment 2 Grant Funded Typed Resource Report
- Attachment 3 DHS Standard Terms and Conditions
- Attachment 4 Required Subrecipient File Documentation
- Attachment 5 NCEM Communications Branch Memo
- Attachment 6 Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BY: William Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

APPROVED AS TO PROCEDURES:

BY: _____
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____
CASANDRA SKINNER HOEKSTRA, INTERIM
SECRETARY
DEPARTMENT OF PUBLIC SAFETY

ROWAN COUNTY
2727 OLD CONCORD RD.
SALISBURY, NC 28146-6319

BY: _____

BY: _____

BY: _____

BY: _____

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT ONLY AND IS SUBJECT TO EXECUTION BY CASANDRA SKINNER HOEKSTRA, INTERIM SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE EMPG FOR OTHER FISCAL YEARS.

DocuSign Envelope ID: C89457DD-1E14-497A-83A3-57703A649937

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Casandra Skinner Hoekstra, Interim Secretary

William C. Ray, Director

Emergency Management Performance Grant Program

Fiscal Year 2021

COST REPORT 1

Subrecipient: Rowan County
Address: 2727 Old Concord Rd.
Salisbury, NC 28146-6319
Federal ID #: 566000336-A
DUNS #: 074494014
Branch: Western

Account #: 1901-EMPG local 2021
Grant period: October 1, 2020 - September 30, 2023
Grant file #: EMPG-2021-2120080

Funding worksheet

	EMPG initial amount	Universal (Base) amount	Optional amount	SATCOM deductions	Balance to be paid
Federal/State	$36,150.00	$36,150.00	TBD	TBD	$0.00
Local match	$36,150.00	$36,150.00	TBD	TBD	$0.00
Total	$72,300.00	$72,300.00	TBD	TBD	$0.00

This is the first of two cost reports. This initial cost report reflects the Universal (Base) amount that your county is eligible to receive provided all Universal activities are completed, and documentation is approved by the State before the designated deadline. This cost report requires appropriate signatures and return to the state for payment of eligible EMPG work activities completed to date.

The second cost report will reflect completed and approved Optional work activity amounts by your emergency management program. **SATCOM deductions** and a **Balance to be paid** will also be reflected in Cost Report 2 to give you a total 2021 EMPG Final Amount award for your county.

Please note that failure to complete any Universal activity will result in a 12.5% penalty per activity to be assessed against your 2022 EMPG funds.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

Rowan County Finance Officer Authorized Signature — Date

Rowan County Authorized Signature — Date

William Ray — 10/21/2021 | 21:01:24 EDT

North Carolina Emergency Management Director's Approval Signature — Date

Department of Public Safety Controller's Office Approval — Date

DocuSign Envelope ID: C89457DD-1E14-497A-83A3-57703A649937

Attachment 1

DocuSign Envelope ID: C89457DD-1E14-497A-83A3-57703A649937

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection *Select answer "Yes" or "No" for each grant.*	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Rowan County Emergency Services		
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		
EIN/Tax ID number	**56-6000336**		
DUNS number	**074494014**		
SAM registered	Yes	Expiration date	6/12/2021
Your name	**TJ Brown**		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	**Rowan County Emergency Services**		
Title	**EM Division Chief**		
Phone (work)	**704-216-8918**	Phone (mobile)	**704-798-3881**
Street address	**2727 Old Concord Rd, Suite D**		
City	**Salisbury**	ZIP + 4	**28146-8388**
Email	**tj.brown@rowancountync.gov**		

Field help

EM program manager

EM program manager *This is the local EM grants manager.*	
Name	**TJ Brown**
Email	**tj.brown@rowancountync.gov**

Field help

Grants MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Street address (not PO Box)	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
Name	James Howden		
Agency	Rowan County Finance Department		
Title	Finance Director		
Street address (not PO Box)	130 W Innes St		
City	Salisbury		ZIP + 4
Email	james.howden@rowancountync.gov		
Name	Aaron Church		
Agency	Rowan County		
Title	County Manager		
Street address (not PO box)	130 W Innes St		
City	Salisbury	ZIP + 4	28144-4365
Email	aaron.church@rowancountync.gov		

Field help

Projects

Enter requested project information for each grant checked under Grants selection.

EMPG

*Point of contact (complete only if different from point of contact in **Contacts** section.)*

Point of contact *Complete only if the point of contact for this project is different from the identified "Grants point of contact".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".*			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director *The signature of the finance director of the agency is required for the memorandum of agreement.*	
Name	James Howden
Email	james.howden@rowancountync.gov

Field help

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Project information

General information *Enter information describing the project.*	
Title	**Rowan County EMPG**
Description	**Funding used for EM Salary Support**
Goal	**Funding to support portions of the salary, benefits, and program costs for the EM Program**
Construction/renovation required	No
Structural attachment required	No

Core capabilities addressed *Select primary and secondary (if applicable) core capabilities addressed by this project.*	
Primary	Operational Coordination
Secondary	Planning

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
MOA & Cost Report Distribution	9/2021
Quarterly Progress Report	10/2021
Quarterly Progress Report	**1/2022**
Quarterly Progress Report	**4/2022**
Quarterly Progress Report	**7/2022**
Universal Award Distributed	**10/2021**
Optional Award Distributed	**3/2022**
Period of Performance Completion	**8/2022**

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager *Complete for EM program manager activity only.*	
Time allotted for EM	**90%**
Salary	**$82,919.70**
Date of employment in current position	8/5/2019
Have courses required by FEMA been completed? See Field help.	Yes
All personnel *Complete for all personnel supported by funds from this project.*	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	**$70,000**
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	**0**
Number of local emergency management personnel	2
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	**1**
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	**1**
Names of all EMPG-supported personnel	**TJ Brown**
Have each of the named EMPG-supported personnel completed courses as required by FEMA? See Field help.	Yes

Field help

Planning/Organization/Equipment /Training/Exercises (POETE) costs

Estimated Costs *For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.*				
Activity area	Description	AEL# (if equipment)	Federal funding	Total amount (federal + match)
Organization	**EM Salary Support**	Enter AEL#	$35,000.00	$70,000.00
Equipment (w/AELs)	**Portable Radio Upgrades**	06CP-01-PORT	$15,000.00	$30,000.00
Choose an item.	Click or tap here to enter text.	Enter cost.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter cost.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Total estimated costs			$50,000.00	$100,000.00

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

HMEP

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North Carolina Tier II Competitive
North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*
*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*
Project information

General information *Enter information describing the project.*	
Title	**Citizen Information**
Description	**Citizen Information Guides**
Goal	**To provide citizens with disaster preparedness information guides.**
Scope	Local
Request RRT participation	Choose an item.

Field help

Budget

Costs *Enter a description and cost for each budget item.*		
Activity area	Description	Amount
Equipment	**Citizen Information Guides**	$1000.00
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information *Enter additional project information in the space below.*

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

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Attachment 2

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Attachment 3 - EXAMPLE **Grant-Funded Typed Resource Report**

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.

2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.

3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fullfiling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination	$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

EXAMPLE

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2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.

2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.

3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

SUBGRANTEE:	GRANT#:	PROJECT:

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

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Attachment 3

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2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

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2021 DHS Standard Terms and Conditions

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. *Age Discrimination Act of 1975*

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. *Americans with Disabilities Act of 1990*

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *Civil Rights Act of 1964 – Title VI*

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. *Civil Rights Act of 1968*

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.)* prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969, (NEPA)* Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.* and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19

2021 DHS Standard Terms and Conditions

and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirements**

   If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L.110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. **Proceedings about Which Recipients Must Report**

   Recipients must submit the required information about each proceeding that:

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a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

b. Reached its final disposition during the most recent five-year period; and

c. One or more of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in this award term and condition;

b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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b. *Conviction:* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—

1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds $30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*

b. *Where and when to report.*

1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov.

2. Reporting Total Compensation of Recipient Executives.

a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

1) The total federal funding authorized to date under this federal award equals or exceeds $30,000 as defined in 2 C.F.R. § 170.320;

2) In the preceding fiscal year, recipients received—

a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and

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b) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.* to determine if the public has access to the compensation information.)

3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

a) As part of the recipient's registration profile at https://www.sam.gov.

b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

b) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.* to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

1) To the recipient.

2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

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4. Exemptions
If, in the previous tax year, recipients had gross income, from all sources, under $300,000, then recipients are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions
For purposes of this award term:

a. *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

b. *Non-Federal Entity:* means all the following, as defined in 2 C.F.R. Part 25:

1) A Governmental organization, which is a state, local government, or Indian tribe;

2) A foreign public entity;

3) A domestic or foreign nonprofit organization;

4) A domestic or foreign for-profit organization;

c. *Executive:* means officers, managing partners, or any other employees in management positions.

d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).

2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

e. *Subrecipient:* means a non-federal entity or federal agency that:

1) Receives a subaward from the recipient under this award; and

2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

f. *Total compensation:* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see 17 C.F.R. § 229.402(c)(2)):

1) Salary and bonus.

2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

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3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

5) *Above-market earnings on deferred compensation which is not tax-qualified.*

6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—

1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;

2) Procure a commercial sex act during the period of time that the award is in effect; or

3) Use forced labor in the performance of the award or subawards under the award.

b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —

1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—

a) Associated with performance under this award; or

b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

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2. **Provision applicable to recipients other than a private entity.**
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

   a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

      1) Associated with performance under this award; or

      2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. **Provisions applicable to any recipient.**

   a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.

   b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

      1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and

      2) Is in addition to all other remedies for noncompliance that are available to us under this award.

   c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. **Definitions.**
For the purposes of this award term:

   a. *Employee*: means either:

      1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

      2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

   b. *Forced labor:* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

   c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

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1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

2) A for-profit organization.

d. *Severe forms of trafficking in persons*, *commercial sex act*, and *coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

2. Definitions
For purposes of this term:

1. *System for Award Management (SAM):* means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.

2. *Unique Entity Identifier:* means the identifier assigned by SAM to uniquely identify business entities.

3. *Entity:* includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:

   a. A foreign organization;

   b. A foreign public entity;

   c. A domestic for-profit organization; and

   d. A federal agency.

4. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

   a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2C.F.R. § 200.330).

   b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

5. *Subrecipient* means an entity that:

   a. Receives a subaward from the recipient under this award; and

   b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

2021 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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Attachment 4

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Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
☐ Completed appropriate cost report forms with invoices and proof(s) of payment
☐ Audit Findings and Corrective Action Plans
☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:
☐ Backup documentation, such as bids and quotes.
☐ Cost/price analyses on file for review by Federal personnel, if applicable.
☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:
☐ Specifications
☐ Solicitations
☐ Competitive quotes or proposals
☐ Basis for selection decisions
☐ Purchase orders
☐ Contracts
☐ Invoices
☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

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Attachment 5

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: April 12, 2021

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:
https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)

Any other wireless device outlined in the FEMA *"Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)"* dated August 3, 2020 (attached) and effective August 13, 2020. https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make

MAILING ADDRESS:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov/ncem

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607
Telephone: (919) 825-2500

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sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached *"List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."***

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact me at 919-618-0536 or greg.hauser@ncdps.gov .

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Attachment 6

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).

1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.

2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.

3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).

4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).

B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.

1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.

2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).

3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.

C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements.**

2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.

D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

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1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.

E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Assistant Tax Collector
DATE: November 4, 2021
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
OCTOBER 2021 TAX REFUNDS	11/10/2021	Cover Memo
SEPTEMBER 2021 VTS REFUNDS	11/10/2021	Cover Memo
AUGUST 2021 VTS REFUNDS	11/10/2021	Cover Memo

OCTOBER 2021 TAX REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
20/20 SETTLEMENT SERVICES LLC	IOLTA ACCOUNT-NC	333 TECHNOLOGY DR SUITE 112		CANNONSBURG	PA	15317	6312 FOX TRC	306A104	1,699.75
ADVANTAGE TITLE LLC		137 MIAN STREET		BAY ST. LOUIS	MO	39520	285 QUAIL POINTE DR	221C012	1,532.67
ALBERTELLI LAW PARTNERS NC	NC IOLTA ACCT	205 REGENCY EXECUTIVE PARK DR		CHARLOTTE	NC	28217	233 PETHEL ST	159 042	125.32
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	1057 N DEVONPARK PL	458D032	2,326.26
AMROCK LLC - NORTH CAROLINA		662 WOODWARD AVE		DETROIT	MI	48226	180 PARK VILLA RD	621A039	799.10
ANDREW M ADAMS PA		129 WEST TRADE ST STE 1525		CHARLOTTE	NC	28202	3380 PHANIEL CHURCH RD	435 012	1,036.30
AOL LAWN AND LANDSCAPING INC	ALL OUT LAWN CARE	152 FISHER FARM CT		CHINA GROVE	NC	28023	152 FISHER FARM CT	163946	5.64
ATHEY JEFFERY DEAN SR		140 KNOTTY PINE CIR		SALIBSURY	NC	28146-1468	PERSONAL PROPERTY	983822	8.18
BAKER RALPH L SR		216 S DEERFIELD CIR		SALIBSURY	NC	28147-9708	428 N MAIN ST	011 06201	65.48
BALLARD TODD		320 CROMER RD		SALIBSURY	NC	28146-7159	PERSONAL PROPERTY	994462	32.07
BARNHARDT POULTRY INC		2705 CORRIHER SPRINGS RD		MOORESVILLE	NC	28115-8399	2697 CORRIHER SPRINGS RD	177883	763.01
BARRINGER BERNIE A	DBA PIEDMONT RADIATOR WORKS	PO BOX 131		SPENCER	NC	28159-0131	1216 S SALISBURY AVE	030 085	200.00
BASS CHARLES C JR	BASS CAMILLE G	695 DANDY LN		MOORESVILLE	NC	28115-6300	695 DANDY LN	233 039	3.09
BEEKER BRENTON J		206 S ROWAN AV		SPENCER	NC	28159-2355	206 S ROWAN AVE	033 381	3.51
BLACKWELL ALICE FAYE		317 W HENDERSON ST		SALIBSURY	NC	28144-3407	317 W HENDERSON ST	011 01701	1.04
BLACKWELL JOHN PAUL		721 E FRANKLIN ST		SALIBSURY	NC	28144-4525	721 E FRANKLIN ST	016 361	1.96
BLANKENSHIP RITA		2385 STEELE RD		CLEVELAND	NC	27013-9643	PERSONAL PROPERTY	988040	3.64
BRANDI TERRY M		220 GHEEN RD		SALIBSURY	NC	28147	220 GHEEN RD	306 044	12.33
BRAZIL CHRISTINE		963 SHERWOOD LN		STATESVILLE	NC	28677-4132	130 HUNTER ST	048 050A	8.27
BROWN IRENE		204 W C AV		SALIBSURY	NC	28144-0000	204 W C AVE	014 247	3.00
BROWN LINDA G		8210 BRETON WAY		HARRISBURG	NC	28075-3605	44 HILL ST	018 104	50.00
CALLOWAY RALPH W JR.		PO BOX 27		HARRISBURG	NC	28075	2504 WIND SWEPT WAY	376 072	145.76
CANNON BRYON D	CANNON EVELYN M	2631 WYOMING DR		KANNAPOLIS	NC	28081-8583	PERSONAL PROPERTY	992967	193.61
CIRA CHEIR L		435 B LEAZER ROAD		SALIBSURY	NC	28147	435B LEAZER RD	474 076	2,472.22
COLAS PIUS LOUIS	COLAS RACHELLE	406 N SPENCER AV		SPENCER	NC	28159-2241	406 N SALISBURY AVE	035 195	1,364.67
COLE JOHN HENRY		737 PINEHURST ST		SALIBSURY	NC	28144	603 E PINETREE DR	029 05505	4.72
COOPER LEGAL FIRM		5620 CONCORD PARKWAY S STE 103		CONCORD	NC	28027	0 FAITH RD	359 122	60.55
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063	955 GOODNIGHT RD	768 089	2,615.81
CORELOGIC TAX SVC		3001 HACKBERRY RD		IRVING	TX	75063-0156	160 SHOAF RIDGE RD	456 125	8.64
CORELOGIC TAX SVC		3001 HACKBERRY RD		IRVING	TX	75063-0156	160 SHOAF RIDGE RD	456 125	3.63
CORELOGIC TAX SVC		3001 HACKBERRY RD		IRVING	TX	75063-0156	160 SHOAF RIDGE RD	456 125	200.94
CYPRESS CREEK O&M LLC		3402 PICO BLVD		SANTA MONICA	CA	90405-2025	450 ST PETERS CHURCH RD	176342	121.58
EARNHARDT JERRY NELSON TRUSTEE		4215 OLD CONCORD RD		SALIBSURY	NC	28146-0000	4215 OLD CONCORD RD	411D007	3.81
ECKROTE LAMONT R & CINDY L	REVOCABLE LIVING TRUST	205 N CHERRY ST		ROCKWELL	NC	28138	205 N CHERRY ST	362 277	4.00
ELLIS DOROTHY BARBER		728 KLUMAC RD APT 108A		SALIBSURY	NC	28144-5713	0 OLD US 70 HWY	828 0070003	170.15
FESPERMAN RANDALL LEE	FESPERMAN FAYE	1030 UPPER PALMER RD		SALIBSURY	NC	28146-8127	1030 UPPER PALMER RD	634 060	11.04
FLORES JOSE							SITUS NOT ON FILE	562060	58.72
FRASHER-QUINTANA LEXIA ANNALAN		346 OAK LN		HUNTINGTON	WV	25704-9393	PERSONAL PROPERTY	106507	105.10
FREEZE LESLIE JEAN		590 RIDGELAND DR		CLEVELAND	NC	27013-9406	590 RIDGELAND DR	258 073	1.24
FREIL STACIE A		903 CHICAGO AVE		DIXON	IL	61021	1013 N MAIN ST	011 141	200.00
FULLER WILLIAM H JR &	FULLER CHRISTIE A	4735 NC 801 HWY		WOODLEAF	NC	27054-9478	4735 NC 801 HWY	819 033	2.95
HALL LEONARD		PO BOX 365		CLEVELAND	NC	27013	110 HALL ST	250 011	25.76
HANKINPACK		5955 CARNEGIE BLVD STE 350		CHARLOTTE	NC	28209	107 WENDOVER DR	450B001	1,076.38
HANKINPACK		5955 CARNEGIE BLVD SUITE 350		CHARLOTTE	NC	28209	213 W HOKE ST	106 153	1,920.65
HANKINPACK		5955 CARNEGIE BLVD SUITE 350		CHARLOTTE	NC	28209	2554 SCOTT ST	145A195	1,843.78
HANKINPACK		5955 CARNEGIE BLVD SUITE 350		CHARLOTTE	NC	28209	316 1ST AVE	164B007	1,856.62
HANKINPACK		5955 CARNEGIE BLVD STE 350		CHARLOTTE	NC	28209	904 GREEN ST	012 289	1,056.03
HANKINPACK		5955 CARNEGIE BLVD SUITE 350		CHARLOTTE	NC	28209	412 BROOK ST	608B083	401.41
HERRING BRADLEY WILLIAM JR		1001 KENILWORTH CT NW		CONCORD	NC	28027-8621	122 MEADOWCREEK DR	224 041	53.10
HERRING BRADLEY WILLIAM JR		1001 KENILWORTH CT NW		CONCORD	NC	28027-8621	1296 MEADOWCREEK DR	224 040	130.57
HICKS ANGELA JAY		2303 RIVER STATION TER		WOODSTOCK	GA	30188	2605 MCGILL ST	245A052000001	564.09
HOLBROOK KAREN LOUISE		215 LAKE HILLS LN		WILKESBORO	NC	28697-7436	PERSONAL PROPERTY	115659	35.60
HORTON FAMILY FARM LLC	% RONALD L HORTON SR	PO BOX 599		MOORESVILLE	NC	28115-0599	1685 LYERLY RD	170904	715.70

Will R. McLean II
TAX ASSESSOR

HOWARD MATTHEW J	HOWARD AMANDA G	160 SHOAF RIDGE RD		SALISBURY	NC	28147-7049	160 SHOAF RIDGE RD	456 125	2.23
HOWARD MATTHEW J	HOWARD AMANDA G	160 SHOAF RIDGE RD		SALISBURY	NC	28147-7049	160 SHOAF RIDGE RD	456 125	103.40
HOWARD MATTHEW J	HOWARD AMANDA G	160 SHOAF RIDGE RD		SALISBURY	NC	28147-7049	160 SHOAF RIDGE RD	456 125	101.05
HOWARD MATTHEW J	HOWARD AMANDA G	160 SHOAF RIDGE RD		SALISBURY	NC	28147-7049	160 SHOAF RIDGE RD	456 125	108.10
HOWDYSHELL WILLIAM ROY JR		708 CHINA GROVE RD		KANNAPOLIS	NC	28083	PERSONAL PROPERTY	172838	200.00
JAIMES-CURIEL ISRAEL		309 CEDAR VALLEY DR		SALISBURY	NC	28147-8271	PERSONAL PROPERTY	118777	45.44
JIMMY JOHN'S		121 BRENNER AVE		SALISBURY	NC	28147	121 BRENNER AVE	062 057	68.26
KALENDEK JOHN J		822 GUILFORD AVE		BALTIMORE	MD	21202	1608 DANIEL ST	249E021	165.46
KEENER JOSEPH EUGENE		474 CHADWICK SHORES DR		SNEADS FERRY	NC	28460-9202	PERSONAL PROPERTY	121029	37.65
KENNEDY BARRY E	KENNEDY DENA SOUTHER	1585 COOPER RD		SALISBURY	NC	28147	1585 COOPER RD	209 034	5.59
KETCHIE JANE P		180 WILLIAM DR		SALISBURY	NC	28146	180 WILLIAM DR	616B005	1.00
KHAN SANDRA KAY		470 E RIDGE RD		SALISBURY	NC	28144	470 E RIDGE RD	310B018	31.17
KINNEY CLAUDIA LEE		502 W 7TH ST		KANNAPOLIS	NC	28081	502 W 7TH ST	149 232	6.49
KLOUSE HAWLEY CLIFTON	KLOUSE LOIS M	335 ERVIN LOOP		CHINA GROVE	NC	28023-8610	335 ERVIN LOOP	128A072	4.25
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	121 MARY ST	159 104	852.54
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031-3706	SITUS NOT ON FILE	625853	335.83
KNOX CHEANCY DEMETRUS		PO BOX 725		EAST SPENCER	NC	28039-0725	SITUS NOT ON FILE	S6126604.104	22.47
LANCASTER, TROTTER & POS, PLLC		4430 PARK ROAD		CHARLOTTE	NC	28209	1357 BOSTIAN RD	133 265	4.37
LANDVILLE LLC		300 COLONIAL CENTER PKWY #100		ROSWELL	GA	300706	448 LOCHSHIRE LN	8174004	815.00
LASSITER & LASSITER ATTY		PO BOX 548		STATESVILLE	NC	28687	568 WESTSIDE CIR	123 060	1.73
LAW OFFICE OF CHRIS KARRENSTEIN PC		10590 INDEPENDENCE POINTE PKWY STE 200		MATTHEWS	NC	28105	106 W ROUND ST	108 018	1,327.14
LINTON TAMMY D		951 ASHBY ST		KANNAPOLIS	NC	28081-2172	950 ASHBY ST	149 00106	4.00
LITTELL MARK L	LITTELL MEREDITH L	660 GOLD KNOB RD		SALISBURY	NC	28146	660 GOLD KNOB RD	630B026	3,093.00
LTEZ TRUCKING LLC		1025 CHERRYBROOK CT		KANNAPOLIS	NC	28083	1025 CHERRYBROOK CT	172541	17.85
MARTIN LINDA		5070 NC 801 HWY		WOODLEAF	NC	27054	5070 NC 801 HWY	822 001	4.86
MATLOCK CAROLYN		1812 LINDA AVE		KANNAPOLIS	NC	28083-2638	1812 LINDA AVE	161 148	7.10
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	0 E HENDERSON ST	026 285	227.90
MERRITT LAW PLLC		1620 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	402 MARLOWE ST	156 024	1.15
MHC TRUCK LEASING INC		11120 TOMAHAWK CREEK PARKWAY		SHAWNEE MISSION	KS	66211-2695	217 KLUMAC RD	167848	1,615.01
MILLER CYNTHIA		2319 MCGILL ST		KANNAPOLIS	NC	28081-9146	0 MCGILL ST	245B099	145.58
MILLER CYNTHIA		2319 MCGILL ST		KANNAPOLIS	NC	28081-9146	0 MCGILL ST	245B099	155.80
MILLER JAMES G		2985 FAITH RD		SALISBURY	NC	28146-7377	0 ST LUKES CHURCH RD	629 003	1.00
MILLER KENNETH LEON		904 5TH ST EXT		SPENCER	NC	28159	0 BEE TREE LN	322 236	6.24
MILLSAPS AND BRATTON PLLC		2201 EAST 7TH STREET		CHARLOTTE	NC	28204	1013 TREXLER ST	025 073	125.16
MIS ABSTRACT AGENCY OF PENNSYVANIA INC		4877 GALAXY PARKWAY STE 1		CLEVELAND	OH	44128	125 HURLEY SCHOOL RD	334 089	487.47
MOGUSU MARLIN		2860 NEEDMORE RD		WOODLEAF	NC	27054	2880 NEEDMORE RD	707 011	146.00
MORRISON LAW LLP		167 CHURCH ST N		CONCORD	NC	28025	283 BIRTWICK RD	431B006	61.70
MOSIER MONAGHAN LLC		4224 HONEYSUCKLE RD		ROCK HILL	SC	29732	721 W JAKE ALEXANDER BLVD	061A184	595.49
MVENG BRENDA		1711 BELLEVUE AVE APT D1211		RICHMOND	VA	23227-5141	0 HAWKINS LOOP	324 086	150.00
MVENG BRENDA		1711 BELLEVUE AVE APT D1211		RICHMOND	VA	23227-5141	0 HAWKINS LOOP	324 086	100.00
NANCE REVONDA E		411 EASTWOOD DR #1401		SALISBURY	NC	28146	411 EASTWOOD DR	058B302	11.28
NC DEPARTMENT OF TRANSPORTATION		1514 MAIL SERVICE CENTER		RALEIGH	NC	27699	875 BOSTIAN RD	129 112	288.29
NC DEPARTMENT OF TRANSPORTATION		1514 MAIL SERVICE CENTER		RALEIGH	NC	28144	875 BOSTIAN RD	129 112	1,082.86
NEUMILLER JAMES ROGER	SHARP 4 LIFE	2559 7TH ST		SALISBURY	NC	28144-0568	2559 7TH ST	168157	16.34
NORTHLIGHT CAPITAL PARTNERS		55 SAUGATUCK AVE, 1ST FLOOR		WESTPORT	CT	6880	510 E FRANKLIN ST	012 203	5,374.31
ORGAN CHURCH SOLAR LLC		5821 FAIRVIEW RD STE 201		CHARLOTTE	NC	28209-3649	ORGAN CHURCH RD	173640	2,852.35
OVERCASH WILLIAM JASON	OVERCASH JAMIE BROWN	2272 SCOUT ROAD		SALISBURY	NC	28146	2272 SCOUT RD	500B541	469.46
PETREA JOHN T	PETREA CONNIE	408 E 25TH ST		KANNAPOLIS	NC	28083-9721	408 E 25TH ST	162 074	6.84
PIGG NANCY ANN WEBB	PIGG DEWAYNE A	185 ANTIOCH PIKE		NASHVILLE	TN	37211	0 SAFRIT RD	410 015	7.06
PLUMMER GWENDOLYN C	PLUMMER JOY C	716 W MONROE ST		SALISBURY	NC	28144	716 W MONROE ST	009 224	8.33
POWELL LAURA		475 MORNING GLORY LN		CLEVELAND	NC	27013-9650	475 MORNING GLORY LN	716 006	3.53
RAUCH RENAY S		235 VARNADORE RD		SALISBURY	NC	28146	235 VARNADORE RD	634 076	12.48
RCTC - 638 023 2022 PREPAY							1360 KING RD	638 023	13.02
RCTC 034 096							922 3RD ST	034 096	430.62
RCTC 124045/620 078							974 PROVIDENCE CHURCH RD	620 078	2.59
RCTC 154 065							1602 W A ST	154 065	1.75

RCTC 154 065							1602 W A ST	154 065	14.97
RCTC 154 065							1602 W A ST	154 065	2.51
RCTC 154 065							1602 W A ST	154 065	1.46
RCTC 156 0900001 2008-10							109 E 31ST ST	156 0900001	860.14
RCTC 168246							SITUS NOT ON FILE	168247	6.41
RCTC 482 048							535 NEELYTOWN RD	482 048	1.35
RCTC 6271845							0 MILLER AVE	025 1170000001	10.78
RCTC 6271845							0 MILLER AVE	025 1170000001	10.78
RCTC 6271845							0 MILLER AVE	025 1170000001	11.48
RCTC 6271845							0 MILLER AVE	025 1170000001	11.02
RCTC 6271845							0 MILLER AVE	025 1170000002	18.59
RCTC 6271845							0 MILLER AVE	025 1170000002	17.69
RCTC 6271845							0 MILLER AVE	025 1170000002	16.98
RCTC 6271845							0 MILLER AVE	025 1170000002	16.97
RCTC 6271845							0 MILLER AVE	025 118	21.55
RCTC 6271845							0 MILLER AVE	025 118	20.04
RCTC 6271845							0 MILLER AVE	025 118	19.24
RCTC 6271845							0 MILLER AVE	025 118	19.23
RCTC 6271845							604 MILLER AVE	025 004	10.78
RCTC 6271845							604 MILLER AVE	025 004	11.74
RCTC 6271845							604 MILLER AVE	025 004	11.02
RCTC 6271845							604 MILLER AVE	025 004	11.74
RCTC 6271845							604 MILLER AVE	025 004	10.78
RCTC 709 030							4635 NEEDMORE RD	709 030	1.99
RILEY BARBARA A		8550 CLOVERFIELD DR		KANNAPOLIS	NC	28081	0 ARNETTE DR	248 234	2.89
RODRIGUEZ MAYRA IVANN GARCIA		5350 MONTANA CIR NW		CONCORD	NC	28027-0000	2109 TEMPLE ST	249C019	50.00
ROSE CAMPGROUNDS LLC	CAROLINA ROSE CAMPGROUND	4661 HEDGES ROAD		ARDMORE	OK	73401	185 JIM NEELY DR	180183	3,586.35
RUSSELL PHYLLIS THOMPSON	RUSSELL TERRY EDWARD	442 PLEASANT ACRE DR		MOCKSVILLE	NC	27028	310 N FISHERMANS LN	509A115	969.55
SCHMIDT CHARLES MICHAEL		3155 N ENOCHVILLE AVE		MOORESVILLE	NC	28115	3155 N ENOCHVILLE AVE	237 026	61.56
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	2065 REDMON RD	274 021	1,312.56
SHELBY PETHEL & HUDSON PA		122 N LEE ST		SALIBSURY	NC	28144	0 NC 801 HWY	802 063	90.00
SHEPARD LAW PLLC, REAL ESTATE IOLTA ACC		5160 POPLAR TENT ROAD		CONCORD	NC	28027	1714 CHANTILLY LN	063A005	1,685.82
SHEPARD LAW, PLLC REAL ESTATE IOLTA ACC		5160 POPLAR TENT ROAD		CONCORD	NC	28027	135 SKYSAIL RD	612 139	710.52
SHEPARD LAW, PLLC REAL ESTATE IOLTA ACC.		5160 POPLAR TENT ROAD		CONCORD	NC	28027	490 LAKE FARM DR	61200000	316.72
SHOAF LAW FIRM PA		8414 FALLS OF NEUSE RD STE 104		RALEIGH	NC	27615	4798 RAINBOW DR	249E084	1,307.08
SIDES ANN ELIZABETH		5503 MOORESVILLE RD		SALIBSURY	NC	28147	5503 MOORESVILLE RD	466 001	1.52
SISK HAROLD C	SISK OPAL H	2313 PRITCHARD ST		KANNAPOLIS	NC	28081	2313 PRITCHARD ST	245B085	2.78
SMITH GEORGE H & WF	SMITH MARCI H	2290 7TH ST EXT		SALIBSURY	NC	28144-0565	2290 7TH ST	324 012	10.09
SNSC ESCROW		PO BOX 86359		BATON ROUGE	LA	70879-6359	220 SCRUB PINE RD	637 038	3.00
SPENCER MARK KELTON		PO BOX 490		SPENCER	NC	28159	803 CONFEDERATE AVE	041 02403	143.91
SPENCER MARK KELTON		PO BOX 490		SPENCER	NC	28159	803 CONFEDERATE AVE	041 02403	130.91
SPENCER MARK KELTON		PO BOX 490		SPENCER	NC	28159	803 CONFEDERATE AVE	041 02403	140.67
SPENCER MARK KELTON		PO BOX 490		SPENCER	NC	28159	803 CONFEDERATE AVE	041 02403	194.59
SPENCER MARK KELTON		PO BOX 490		SPENCER	NC	28159	803 CONFEDERATE AVE	041 02403	172.63
STATE EMPLOYEES CREDIT UNION		PO DRAWER 25279		RALEIGH	NC	27611	1627 CHAPMAN AVE	154A101	1,464.51
STEELE BRENDA D		3635 PINE TREE PL		SALIBSURY	NC	28144	3635 PINE TREE PL	322 192	3.88
SWING DEBRA C		2380 SAINT LUKES CHURCH RD		SALIBSURY	NC	28146-7992	2380 ST LUKES CHURCH RD	169898	8.31
THE SPERRY LAW FIRM PC REAL ESTATE TRUST		15801 BRIXHAM HILL AVE SUITE 225		CHARLOTTE	NC	28277	806 FORREST AVE	149 061	838.20
THOAMS KENNETH	THOMAS HANDYMAN	230 HOOT CIR		SALIBSURY	NC	28147-9789	230 HOOT CIR	170077	40.68
TOOL RENTAL DEPOT LLC	ATTN PROPERTY TAX	PO BOX 835		SALIBSURY	NC	28145-0835	2001 S MAIN ST	170162	42.63
TRIPLETT REBA JOYCE		365 CARTER HILL RD		ROCKWELL	NC	28138	355 CARTER HILL RD	437A015	1,264.11
VOULA BOUTIS ATTORNEY AT LAW IOLTA		1501 WENCHELSA ROAD		GREENSBORO	NC	27410	607 PINEWOOD AVE	057A13304	1,423.23
WARREN CHER	GANDY BRIAN	640 S 6TH ST		RATON	NM	87740-0000	PERSONAL PROPERTY	158805	25.00
WAUGH STEPHEN W	WAUGH TRACY B	9655 W NC 152 HWY		MOORESVILLE	NC	28115-4249	SITUS NOT ON FILE	966988	91.87
WILSONS AUTO GLASS INC		5801 BEAVER ROAD		KANNAPOLIS	NC	28081	272 ERVIN WOODS DR	170714	99.23
ZOTSMAN DENNIS R	ZOTSMAN KAREN S	125 LYNETTE DR		MOUNT ULLA	NC	28125-9736	125 LYNNETTE DR	563B007	9.71

								TOTAL:	**$ 65,218.79**

SEPTEMBER 2021 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS#	REFUND
ALEXANDER, DAVID RONALD	1955 ROCKWELL RD		ROCKWELL	NC	28138	VEHICLE SOLD	152392724	21.93
ALEXANDER, DAVID RONALD	1955 ROCKWELL RD		ROCKWELL	NC	28138	VEHICLE SOLD	152392722	124.83
ALEXANDER, WALLACE EUGENE	720 BOSTIAN RD		CHINA GROVE	NC	28023	VEHICLE TOTALLED	152751848	63.76
BAHIC, ESMA	265 LOIS LN		SALISBURY	NC	28147	VEHICLE SOLD	153208172	48.65
BELLEW, JEFFREY DOUGLAS	9355 SMITH RD		KANNAPOLIS	NC	28081	VEHICLE SOLD	152751880	142.86
BROWN, STEVEN ALAN	5820 MT HOPE CHURCH RD		SALISBURY	NC	28146	VEHICLE SOLD	153014902	86.25
BURLESON, DANIEL EUGENE	2385 FAITH RD		SALISBURY	NC	28146	VEHICLE SOLD	152751850	14.59
BYERS, BRADLEY SCOTT	204 W RYDER AVE		LANDIS	NC	28088	VEHICLE SOLD	229127781	460.99
CABARRUS COUNTY	65 CHURCH ST		CONCORD	NC	28025	OTHER ERRORS	153111588	20.67
CAUBLE, CHARLES KEVIN	255 YATES RD		SALISBURY	NC	28146	VEHICLE SOLD	152182702	12.06
DAVIS, BOBBY LEE	27 DUCK ROOST LN		MOUTH OF WILSON	VA	24363	REG OUT OF STATE	228590292	83.34
DAVIS, BOBBY LEE	123 DUCK ROOST LN		MOUTH OF WILSON	VA	24363	REG OUT OF STATE	228590274	249.87
DEMING, JAY DANNY	1208 CAROLYN AVE		KANNAPOLIS	NC	28083	VEHICLE SOLD	228274026	114.85
FITZGERALD, DAVID SHAWN	1210 SIDNEY DR		SALISBURY	NC	28147	OVER ASSESSMENT	152181838	80.29
FUNDERBURKE, APRIL KESLER	464 KIMBALL LOOP		CHINA GROVE	NC	28023	VEHICLE SOLD	229522338	5.46
GARRIGUES, BRADFORD COLLINS	228 PRESCOTT DR		SALISBURY	NC	28144	OTHER ERRORS	228274065	15.73
GENTRY, ELIZABETH DIANE	PO BOX 273		ROCKWELL	NC	28138	OVER ASSESSMENT	152114392	30.73
GRAHAM, GERALD HAMM	1160 REDMON RD		CLEVELAND	NC	27013	VEHICLE SOLD	153014890	47.72
HAYDEN, CAROLE KAY	3201 WINGED FOOT DR		SALISBURY	NC	28144	VEHICLE SOLD	228891477	51.04
HENRICKSON, SHIRLEY NESBIT	1155 PRESTON LN		SALISBURY	NC	28147	VEHICLE SOLD	229127778	71.98
HERNANDEZ, MARIA TRUJILLO	1670 MT VERNON RD		WOODLEAF	NC	27054	VEHICLE SOLD	152182676	268.79
HOLLINGSWORTH, MICHAEL MUNDELL	1225 LONG CREEK LN		SALISBURY	NC	28146	VEHICLE SOLD	229522341	8.06
HOLSHOUSER, DEBORAH GOODMAN	590 POOLE RD		SALISBURY	NC	28146	VEHICLE SOLD	152392716	87.11
HOWLE, ELAINE CHAPMAN	412 W HILLSIDE DR		CHINA GROVE	NC	28023	VEHICLE TOTALLED	152392718	66.64
JOHNSON, JOSHUA ERIC	325 CROOKED CREEK LN		CHINA GROVE	NC	28023	VEHICLE SOLD	151867706	13.08
KELLER STORAGE	4825 W HWY 152		CHINA GROVE	NC	28123	SITUS ERROR	303734932	105.35
KELLER, JERRY WAYNE	PO BOX 441		MOUNT MOURNE	NC	28123	SITUS ERROR	303734936	124.74
KELLY, JALEENA ALYDIA	316 MAHALEY AVE APT B		SALISBURY	NC	28144	VEHICLE TOTALLED	228274044	118.24
KESLER, PERRY DEAN	170 DOVE LN		SALISBURY	NC	28147	VEHICLE SOLD	153014900	5.03
MICKEY, RYAN THOMAS	2015 CEMETARY DR		SALISBURY	NC	28146	SITUS ERROR	228988608	9.64
MILLER, MICHAEL CHARLES	5555 MT HOPE CHURCH RD		SALISBURY	NC	28146	VEHICLE SOLD	152817336	13.76
MITCHELL, JAMES THOMAS	3101 WINGED FOOT DR		SALISBURY	NC	28144	VEHICLE SOLD	229522407	65.98
NORTON, STEVEN WAYNE	218 GRANITE LN		CHINA GROVE	NC	28023	VEHICLE SOLD	153014924	12.11
PAXTON, ETHEL WYATT	530 BROOK CIR		SALISBURY	NC	28147	VEHICLE SOLD	229522377	25.82
SAMMONS, BONNIE KLUTTZ	8363 OLD BEATTY FORD RD		ROCKWELL	NC	28138	VEHICLE TOTALLED	153379514	280.93
SHAVER, SHANNON VINCENT	645 DUNNS MOUNTAIN CHURCH		SALISBURY	NC	28146	SITUS ERROR	303735968	16.71
SILVA, ALLISON MCQUEEN	504 W NEWTON ST		SPENCER	NC	28159	VEHICLE TOTALLED	152182660	73.18
SMITH, CAROLINE ELAINE	504 HARREL ST		SALISBURY	NC	28144	VEHICLE TOTALLED	228274032	202.53
STEELE-CORRELL, SUE WAGNER	PO BOX 961		COOLEEMEE	NC	27014	SITUS ERROR	305319356	52.87
VINYARD, ROY EDWARD	460 KIMBALL LOOP		CHINA GROVE	NC	28023	VEHICLE SOLD	228589272	89.95
WALKER, LATOSHA NICOLE	923 N JACKSON ST		SALISBURY	NC	28144	INSURANCE LAPSE	229522365	113.75

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WILDER, ELSIE JOHANNA	1312 FORESTDALE DR		SALISBURY	NC	28144	VEHICLE SOLD	229422282	21.69
WILDER, LLOYD EMORY	810 PEACH ORCHARD RD		SALISBURY	NC	28147	VEHICLE SOLD	152114374	17.02
WILLIAMS, MARK ALBERT	160 BELMONT PL		ROCKWELL	NC	28138	TAG SURRENDER	152392796	78.62
WISE, DONALD WAYNE	450 BROOK CIR		SALISBURY	NC	28147	VEHICLE SOLD	152182546	4.72
WRIGHT, PATRICK LEE	712 PINE HILL DR		SALISBURY	NC	28146	VEHICLE SOLD	152182936	181.07
YEATER, GARY J	1351 GLENFIELD DR		SALISBURY	NC	28147	VEHICLE SOLD	152182682	90.69
							TOTAL:	**$ 3,895.68**

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AUGUST 2021 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS#	REFUND
EDMONDS, DEBORAH WRITTENBERRY	9477 HIGHWAY NINE O THREE		BRACEY	VA	23919	Reg . Out of state	151731978	24.09
EDMONDS, DEBORAH WRITTENBERRY	9477 HWY NINE 0 THREE		BRACEY	VA	23919	Reg . Out of state	151731972	4.42
COLLABOR8 EVENT GROUP INC	325 CROOKED CREEK LN		CHINA GROVE	NC	28023	Vehicle Sold	150161396	123.55
CROWELL, GREGORY ALAN	741 GOODMAN RD		CHINA GROVE	NC	28023	Vehicle Sold	151411700	4.96
GRAF, KIMBERLY ANN	811 S BOSTIAN ST		CHINA GROVE	NC	28023	Vehicle Sold	150229464	62.24
HULL, LINDA LUTZ	1110 BENT BRANCH CIR		CHINA GROVE	NC	28023	Vehicle Sold	150293516	11.18
HULL, ROGER CLIFFORD	1110 BENT BRANCH CIR		CHINA GROVE	NC	28023	Vehicle Sold	150229538	1.48
MARTIN, ETHAN BRANT	3745 PATTERSON RD		CHINA GROVE	NC	28023	Vehicle Sold	150229448	15.27
MCGREW, CLAUDIA JEAN	1062 LANDONS CT		CHINA GROVE	NC	28023	Vehicle Sold	150293574	58.42
MORGAN, JAMES MATTHEW	308 S FRANKLIN ST		CHINA GROVE	NC	28023	Vehicle Sold	150293534	163.34
RIVERS, EARLENE LIPE	1920 WEAVER RD		CHINA GROVE	NC	28023	Vehicle Totalled	150709478	310.22
AVERY, VERA EILEEN	PO BOX 373		CLEVELAND	NC	27013	Vehicle Sold	225440445	8.61
CHARLOTTE DOG CLUB LLC	PO BOX 297		CLEVELAND	NC	27013	Tag Surrender	150708852	28.08
CHARLOTTE DOG CLUB LLC	PO BOX 297		CLEVELAND	NC	27013	Tag Surrender	150572168	162.74
MCCLELLAN, JAMES CLIFFORD	8328 NORTHSTAR CT		DENVER	NC	28037	Vehicle Sold	150229452	34.53
DEATON, MELISSA BRADSHAW	PO BOX 584		FAITH	NC	28041	Vehicle Sold	151256604	29.90
HILL, JANET MISENHEIMER	2545 LIBERTY RD		GOLD HILL	NC	28071	Vehicle Totalled	150293584	18.01
LEONARD, NORMAN EUGENE	12380 HIGHWAY 52		GOLD HILL	NC	28071	Vehicle Sold	151007914	9.41
PRITCHETT, SHAWN MICHAEL	615 FALLS LN		KANNAPOLIS	NC	28081	Tag Surrender	227225106	296.23
THOMPSON, ROBERT ANDREW	1005 CALLIE ST		KANNAPOLIS	NC	28081	Vehicle Sold	225242121	203.86
RITCHIE, DAVID LANE	PO BOX 778		KANNAPOLIS	NC	28082	Vehicle Sold	151007952	98.23
BYERS, GRACE LAWING	PO BOX 635		LANDIS	NC	28088	Situs error	300322592	14.11
MCVAY, MICHAEL ALLAN	214 W HOKE ST		LANDIS	NC	28088	Vehicle Sold	225242007	87.41
RUIZ GOMEZ, WILLIAM	609 S CENTRAL AVE		LANDIS	NC	28088	Vehicle Sold	226064199	3.45
GODFREY, PENNY POTTS	2948 NC 561 HWY		LOUISBURG	NC	27549	Vehicle Sold	151411694	10.67
GODFREY, PENNY POTTS	2948 NC 561 HWY		LOUISBURG	NC	27549	Vehicle Sold	151411698	56.29
FORSHA, JOSEPH EDWARD	12725 MOORESVILLE RD		MOUNT ULLA	NC	28125	Vehicle Totalled	150709468	67.15
BLACKMON, DENISE ANN	PO BOX 954		ROCKWELL	NC	28138	Vehicle Totalled	150360002	77.74
FRICK, NICOLE JACKSON	224 DEPOT ST		ROCKWELL	NC	28138	Vehicle Sold	150709540	63.19
GOINS, BRIAN KEITH	233 WILLIAMS DR		ROCKWELL	NC	28138	Vehicle Sold	150293532	124.12
KIRKMAN, ROBERT DAVID	395 OLD MILL POND RD		ROCKWELL	NC	28138	Vehicle Totalled	150293588	26.16
PENDZINSKI, JOHN MICHAEL	121 DEER CHASE LN		ROCKWELL	NC	28138	Vehicle Sold	150229446	111.61
RONALD D TAYLOR AND SHELIA M TAYLOR REVOCABLELIVING TRUST DTD 08/29/11	8935 OLD BEATTY FORD RD		ROCKWELL	NC	28138	Vehicle Sold	150293586	16.17
SHOE, TRAVIS SCOTT	1185 SONG BIRD LN		ROCKWELL	NC	28138	Vehicle Sold	150293552	32.66
SHOE, TRAVIS SCOTT	1185 SONG BIRD LN		ROCKWELL	NC	28138	Vehicle Sold	150293562	87.64
FRANCIS, TERRY M POA	203 MAUPIN AVE		SALISBURY	NC	28144	Vehicle Sold	225440286	15.14
GINGERY, RYAN PATRICK	248 S MCCOY RD		SALISBURY	NC	28144	Vehicle Sold	225344166	217.76
GRISSOM, LORRAINE PAULETTE	1228 N MAIN ST		SALISBURY	NC	28144	Vehicle Sold	225440316	28.92
HERRING, SHARON HAND	1220 FORESTDALE DR		SALISBURY	NC	28144	Vehicle Sold	225242061	49.89
LAFRAGE, JOSEPH SHAHANE	1715 2ND ST		SALISBURY	NC	28144	Vehicle Totalled	225441138	58.96
LYERLY, GILBERT WALTER JR	413 SPYGLASS HILL PL		SALISBURY	NC	28144	Tag Surrender	150873512	415.85
SHAVER, JOSEPH SCOTT	3230 W INNES ST		SALISBURY	NC	28144	Over Assessment	150942604	668.98
SMILEY, COLLEEN CARROLL	1422 N CHURCH ST		SALISBURY	NC	28144	Vehicle Totalled	225242100	115.68
SUKKASEM, YUTHAPONG	109 STERLING CT		SALISBURY	NC	28144	Vehicle Totalled	225540006	167.35
THOMAS, ROBERT JOSEPH JR	350 BAYMOUNT DR		SALISBURY	NC	28144	Vehicle Sold	150709470	53.46

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TSAMBOUNIERIS, ANASTASIA	306 BETHEL DR		SALISBURY	NC	28144	Vehicle Sold	227597946	75.46
WATKINS, WILLIAM JEFFREY	539 S MARTIN LUTHER KING		SALISBURY	NC	28144	Vehicle Totalled	226511886	21.49
AYERS, CHRISTOPHER ROBERT	495 SAINT LUKE CHURCH RD		SALISBURY	NC	28146	Situs error	301417900	266.94
BLACK, CHARLES BERNARD	860 MAINSAIL RD		SALISBURY	NC	28146	Tag Surrender	151411528	196.66
COKELEY, DAVID WAYNE	167 N BELLWOOD RD		SALISBURY	NC	28146	Vehicle Sold	150161394	285.08
COLLINS, JESSICA BREWER	4475 GOODMAN LAKE RD		SALISBURY	NC	28146	Vehicle Sold	150229460	185.09
GRIGSBY, GLENN ANTHONY JR	460 GOLD HILL DR	APT 103	SALISBURY	NC	28146	Vehicle Totalled	226064211	18.93
GUY, HOLLY DANNIELLE	331 BURL CASTOR RD		SALISBURY	NC	28146	Vehicle Sold	150161402	102.62
HONEYCUTT, DANIEL BARRY	198 WALDEN LN		SALISBURY	NC	28146	Over Assessment	151333512	85.29
LEE, JOSHUA THOMAS	308 CRUSE CIR		SALISBURY	NC	28146	Vehicle Sold	150293554	23.55
LONG, MICHAEL LYNN	150 SUNRISE RIDGE DR		SALISBURY	NC	28146	Vehicle Sold	150229458	25.25
MORGAN, RICHARD ALLAN	730 JACKSON RD		SALISBURY	NC	28146	Tag Surrender	150161158	15.30
POLSON, RICHARD LEE	640 DEER LAKE RUN		SALISBURY	NC	28146	Vehicle Sold	227597955	41.59
ROUSE, JASON PATRICK	806 CRANE CREEK RD		SALISBURY	NC	28146	Vehicle Totalled	150161392	7.82
TROUTMAN, BRANDON EMERY	806 CRANE CREEK RD		SALISBURY	NC	28146	Vehicle Sold	227597931	13.11
TURCHIN, LAUREN GASKILL	2415 WEBB RD		SALISBURY	NC	28146	Vehicle Sold	150709490	27.55
CLAYSON, STEVEN MICHAEL	315 CEDAR DR		SALISBURY	NC	28147	Vehicle Sold	150161362	4.97
HESTER, GLENN MERRILL	2995 SHERRILLS FORD RD		SALISBURY	NC	28147	Vehicle Sold	150161388	19.38
JOYCE, SUZANNE MILLS	205 CEDAR DR	APT C	SALISBURY	NC	28147	Vehicle Sold	150293568	83.39
MARTIN, ROBERT CLAIBORNE	108 BROWNS FARM RD		SALISBURY	NC	28147	Vehicle Sold	151411704	2.39
MONK, DELESTER III	2345 STATESVILLE BLVD	APT 164	SALISBURY	NC	28147	Vehicle Sold	225242001	9.43
PHILLIPS, DONALD MARK	462 CRESS LOOP RD		SALISBURY	NC	28147	Mileage	150293538	13.80
SETTINERI, KEVIN MICHAEL	475 W JAKE ALEXANDER BLVD	STE 102 PMB 211	SALISBURY	NC	28147	Vehicle Sold	151256608	101.68
SIDES, PHYLLIS MASON	6850 LOWDER RD		SALISBURY	NC	28147	Vehicle Sold	150709486	44.74
SULLIVAN, JOHN PATRICK	367 AUTUMNLIGHT DR		SALISBURY	NC	28147	Vehicle Sold	150508000	53.51
TILGHMAN, VALERIE CHRISTINE	134 HENRY LAURENS CIR		SALISBURY	NC	28147	Vehicle Sold	226064298	55.71
TURNER, SOPHIA LATOYA	821 LAUREL POINTE CIR		SALISBURY	NC	28147	Insurance Lapse	226511877	35.46
WALLER, TERRY LEE	675 GRACE CHURCH RD		SALISBURY	NC	28147	Vehicle Sold	150229456	306.43
WALLER, TERRY LEE	675 GRACE CHURCH RD		SALISBURY	NC	28147	Vehicle Sold	150229462	408.50
WOOD, JOHN WILLIAM	3625 US HIGHWAY 601		SALISBURY	NC	28147	Situs error	301745844	241.50
ROBERTS, DIANE	1305 HOLLYWOOD DR		SPENCER	NC	28159	Vehicle Sold	150161404	4.43
BARE, TYLER ALLEN	885 POWELL RD		WOODLEAF	NC	27054	Vehicle Sold	150293590	44.65
							TOTAL:	**$ 7,060.83**

Tonya Parnell
Tax Collector

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart
DATE:	November 4, 2021
SUBJECT:	Schedule Quasi-judicial Hearing for SUP 02-21 Amendment: Taylor Clay Products, for December 6, 2021

On September 7, 2021, the Board of Commissioners approved SUP 02-21 for a 7,875 sq.ft. expansion for Taylor Clay Products at 1225 Chuck Taylor Lane Salisbury (Parcel 408-020). Approximately, six weeks later, general contractor Bryce Evans informed staff the owners needed a 12,000 sq.ft. building instead. Due to the site specific nature of a special use permit, an amendment to the permit is necessary to accommodate the increased building size.

See enclosed staff report from the September meeting, revised site plan, and new application.

Schedule quasi-judicial hearing for December 6, 2021.

ATTACHMENTS:

Description	Upload Date	Type
September Meeting Staff Report	11/4/2021	Exhibit
Revised Site Plan	11/5/2021	Cover Memo
Application	11/4/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT
AUGUST 25, 2021
STAFF CONTACT: SHANE STEWART

SUP 02-21: Taylor Clay Products

REQUEST: 7,875 SF expansion to existing brick manufacturing operation

Parcel ID: 408-020

Location: 1225 Chuck Taylor Ln.

Acreage: Apx. 29 AC plus 39 AC on adjacent Parcel ID 408-079

Zoning: IND

Floodplain: N/A on 408-020

Watershed: N/A

Property Owner: Taylor Clay Products

Applicant: Bryce Evans

Existing Use: Brick Manufacturing (SIC 3251)

SUP REQUEST DETAILS

Taylor Clay is seeking a Special Use Permit (SUP) to expand their existing brick manufacturing operation with a 7,875 sq.ft. building addition. Per section 21-58 and 21-60 (3)(a), operations that are subject to a special use permit as identified by the table of uses (21-113) in the Zoning Ordinance require a special use permit for all new and expansion of existing operations. Taylor Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building addition respectively.

SPECIAL USE REQUIREMENTS: SEC. 21-60 (3)(A)

- Minimum Lot Size: The minimum lot size shall be five (5) acres for manufacturing uses. **The site totals 29 Acres per GIS.**

- Location of structures, storage of materials: Principal structures and storage of flammable / hazardous materials shall be 2 times the required buffer. **The proposed addition will be 110' to the nearest property corner, which is a parcel owned by Taylor Clay (parcel ID 408-079). The nearest property use is the Cabarrus Concrete batch plant at 1155 Chuck Taylor Ln. No buffer would be required between two "heavy impact" uses.**

- Site Location: Primary access to arterial or major collector street; not applicable to expansion of existing facilities predating 2004. **N/A. Operation existed prior to 2004.**

- Security Restrictions: Access shall be controlled through gates / fences to prevent unauthorized access to operational area. **Both access driveways are gated.**

- Dust, odor, glare: Shall not be noticeable at adjacent residential property lines. **The nearest residence is located approximately 750 feet from the addition located at 4970 S Main St on the west side of US 29. Staff does not anticipate a change in these levels as a result of this small addition.**

- Removal and reclamation: Removal bonds are not required for expansions to operations existing prior to 2004. **N/A.**

- Screening: Expansions to existing facilities are subject to screening standards from section 21-216. **N/A. Nearest land use is a concrete batch plant, which does not require screening.**

- Separation: New facilities shall be no closer than ½ mile from a church, licensed daycare, public or private school, health care facility, public park, or existing inhabited dwelling. This standard does not apply to expansion of existing facilities. **N/A.**

EVALUATION CRITERIA: SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see enclosed applicant responses):

1. Adequate transportation access to the site exists. **Peeler Road was re-aligned in 2015 to eliminate the at-grade rail crossing to S. Main St. (US 29) in favor of a new bridge over the highway approximately 1/3 mile north. The resulting ¼ mile dead end road segment approximately 24 feet in pavement width providing access to Taylor Clay, Walk-On Products, and a few other businesses was re-named Chuck Taylor Ln., which connects to the 300 Block of Peeler Rd. Peeler Rd. is classified as a major thoroughfare providing an important railroad crossing between Henderson Grove Church Rd. to the north and Webb Rd. to the south (3.86 mile stretch).**

   NCDOT traffic count information collected in 2016 north of S. Main St. estimate annual average daily traffic (AADT) at 3,300 along Peeler Rd. Comparatively, the Comprehensive Transportation Plan (CTP) estimates road capacity at 13,600 AADT, which represents a figure primarily based on pavement width and speed limit rather than a single measure of assessing the road's operational capacity. While the frequency and volume of use is unknown, the operation does use a rail spur for part of their operational needs.

2. The use will not significantly detract from the character of the surrounding area. **Taylor Clay began operation at this location in 1949 expanding through the years to over include over 250,000 sf under roof (estimate through aerial imagery). Coupled with their adjacent Parcel ID 408-079, Taylor Clay owns 68 acres serving as the primary use within the 128 acre Industrial (IND) district. Other uses include Cabarrus Concrete at 1155 Chuck Taylor Ln., a small solar facility at 170 Furniture Dr., several small businesses between S. Main St. and the railroad, and several businesses along Chuck Taylor Ln. including Walk-On Products at 1170. Additionally, the facility is proximate to the 360 acre property historically referred to as the "Platinum" site zoned 85-ED-2.**

3. Hazardous safety conditions will not result. **None envisioned.**

4. The use will not generate significant noise, odor, glare, or dust. **Previous special use permits were improved in 2002 and 2006.**

   Noise – Regulated by section 21-241 of the Zoning Ordinance based on decibel levels at the property line.
   Odor – Subject to existing air permit with NCDEQ.
   Glare – Staff is unaware of any potential glare issues. Previous staff reports noted only building mounted lights, which should not present glare issues.
   Dust – Surfacing on the majority of operational areas is gravel. Staff does not recall receiving any dust complaints at the facility.

5. Excessive traffic or parking problems will not result. **The site plan presented may be a historic one as the parking areas identified do not match aerial imagery. According to the applicant, no additional employees are proposed as part of this expansion. Section 21-166 of the Zoning Ordinance would not require additional parking to what is available on site. While there is no centralized parking area or readily identifiable number of spaces, this request should not present traffic or parking problems.**

6. Use will not create significant visual impacts for adjoining properties or passersby. **The addition will not be visible from adjacent roads or properties.**

PUBLIC NOTICE August 23, 2021 – Mailed notice to eight (8) adjoining land owners (within 100 feet of the subject property).

August 25, 2021 – Sign posted on property.



FINDINGS OF FACT The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

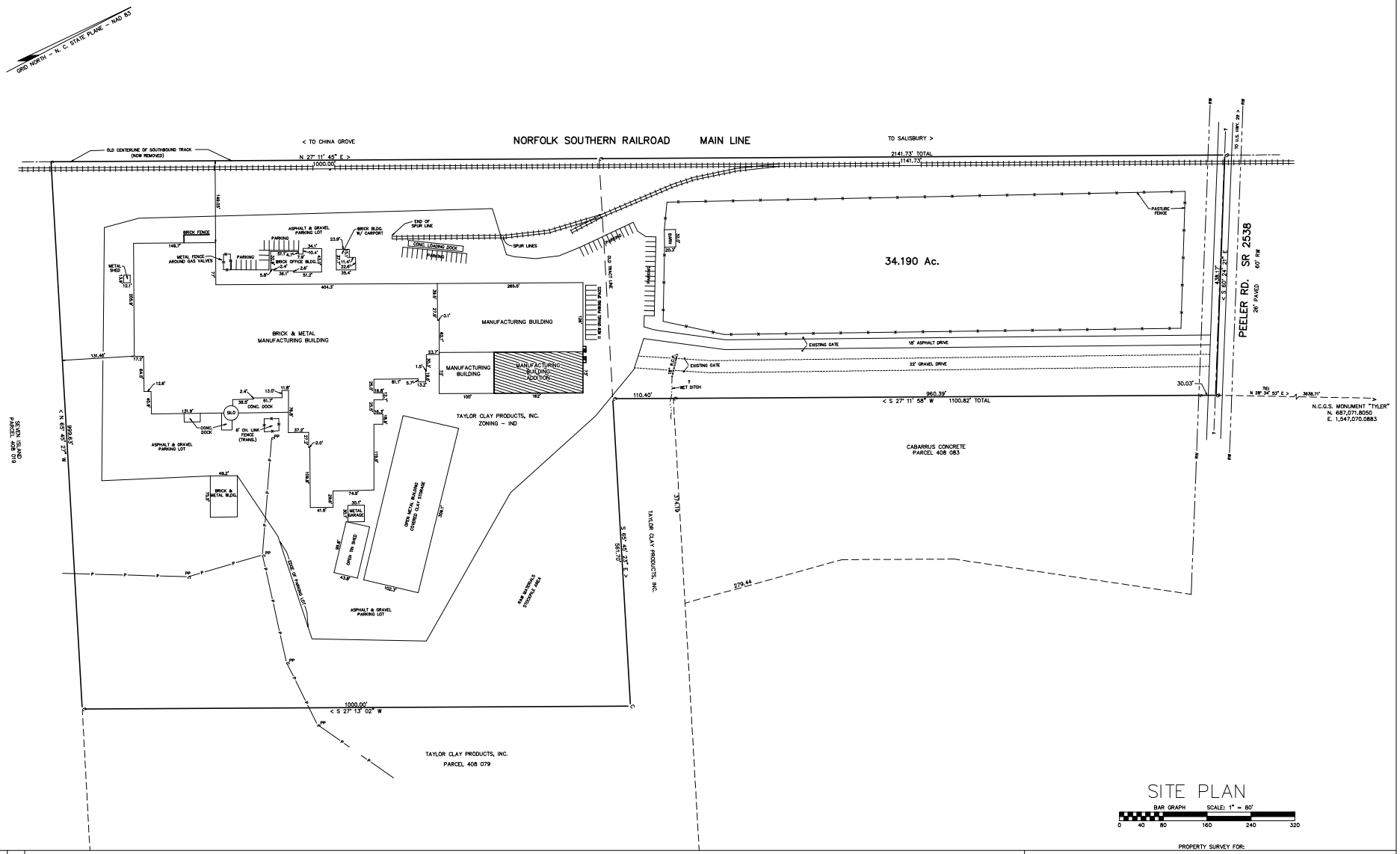
1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

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

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

STAFF COMMENTS This request complies with the heavy impact standards designed to address new and expanded brick manufacturing and similar uses.



SITE PLAN

BAR GRAPH SCALE: 1" = 80'

0 40 80 160 240 320

PROPERTY SURVEY FOR:

TAYLOR CLAY PRODUCTS, INC.

SCALE: 1" = 80'

DATE: OCT. 18, 2021

LITAKER TOWNSHIP - ROWAN COUNTY, NORTH CAROLINA
REF. TAX MAP 408 PARCEL 20, DEED BOOK 344 PAGE 29 & DEED BOOK 587 PAGE 353.

L-1

LEGEND	
➢	Existing Stone
○	Existing Iron
○	New Iron
⊞	Point
⊲	New R.R.S.
℄	Centerline
RW	Right-of-Way

RECEIVED
OCT 2 2 2021

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

Case # SUP 02-21 AMEND
Date Filed 10/22/21
Received By SAS
Amount Paid $200.00

Office Use Only

Energou SUP-016826-2021

SPECIAL ~~CONDITIONAL~~ USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Taylor Clay Products

Signature:

Phone: 704-236-2411 Email: taylor@taylorclay.com

Address: 1225 Chuck Taylor Lane, Salisbury NC 28147

APPLICANT / AGENT INFORMATION:

Name: Bryce Evans

Signature:

Phone: 704-640-1833 Email: baevans09@att.net

Address: 129 Brandon Drive, Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 408 020 Zoning District: IND

Date Acquired: 03/13/2013 Deed Reference: Book 1213 Page 552

Property Location: 1225 Chuck Taylor Lane

Size (sq. ft. or acres): 34 Acres Street Frontage: 340 Ft.

Current Land Use: Commercial - Manufacturing

Surrounding Land Use: North Chuck Taylor Lane
South Solar Farm
East Commercial
West Railroad Tracks

PURPOSE & SECTION:

State purpose of conditional use permit:

Taylor Clay seeks a conditional use permit to construct a 12,000 square foot addition to their existing manufacturing operations.

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

21-60 (3)(a)

ATTACHED DOCUMENTS:

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

Attached: Yes ☑ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	November 4, 2021
SUBJECT:	Request of Matching Funds for Salisbury CDC

BACKGROUND
Through its partnership with the CDC, Rowan County has been able to provide a wide range of services to its citizens since 2012 that include: housing rehabilitation, down payment assistance, new construction, foreclosure prevention and credit counselling. All these programs have been administered without the County having to spend or provide matching funds toward operation or management of these programs.

REQUEST
The CDC had requested Rowan County provide the required $10,000 matching funds for the 2020 Urgent Repair Program (URP) if awarded the $100,000 grant by the NC Housing Finance Agency. The URP program offers housing rehabilitation assistance to homeowners in the unincorporated areas of Rowan County and each municipality, except Kannapolis and Salisbury. The matching funds will be used by the CDC to supplement administration costs for the program.

A $10,000 shortfall to a 501(c)3 non-profit agency can be substantial and given the benefits of rehabilitation assistance are for Rowan County citizens it seems this is a worthwhile "expense" considering the County has not had to directly provide funding or match for housing programs since its collaboration with the CDC.

An ancillary benefit to the URP grant will allow the County to claim the $100,000 as HOME program match for future years as these are non-federal funds.

RECOMMENDATION
Authorize appropriation of $10,000 allocated to the Salisbury Community Development Corporation for use as matching funds the 2020 URP program.

ATTACHMENTS:

Description	Upload Date	Type

Award Letter 11/8/2021 Cover Memo

NORTH CAROLINA
HOUSING
FINANCE
AGENCY

April 9, 2020

A self-supporting
public agency

Scott Farmer
Executive Director

PO Box 28066
Raleigh, NC
27611-8066

3508 Bush Street
Raleigh, NC
27609-7509

TEL. 919-877-5700
FAX. 919-877-5701
www.nchfa.com

Mr. Chanaka Yatawara, Executive Director
Salisbury Community Development Corporation
PO Box 4408
Salisbury, NC 28145

Dear Mr. Yatawara:

I am pleased to inform you that the Salisbury Community Development Corporation has been conditionally approved to receive an amount not to exceed $100,000 under the 2020 cycle of the Urgent Repair Program (URP20).

The URP20 Program attracted applications from a broad variety of housing providers across the state. Fifty-two applications were received, with funding requests totaling $6.43 million. Our total commitment to URP20 of $4.5 million funded thirty-seven projects this year (71% of all applicants) and will provide urgently needed repairs or modifications to the homes of 630 households in fifty-two counties. Success in this competition reflects your organization's commitment and capacity to respond to the need for urgent repair assistance in your service area.

A one-day Implementation Workshop is scheduled for June 23, 2020 in Raleigh. Detailed workshop information will be emailed to you and the person identified in your application as the Program contact. An URP20 Funding Agreement will be sent to you after you submit some required post-approval documentation and key staff have attended the workshop. Please do not begin work on your project until a Funding Agreement has been forwarded to you and properly executed.

On behalf of the Agency, I congratulate you on your successful application. If you have any questions regarding this award, please contact Chuck Dopler at (919) 981-5008.

Sincerely,

Sonia B. Joyner

Sonia B. Joyner
Director of Home Ownership Programs

NORTH CAROLINA
HOUSING
FINANCE
AGENCY

April 17, 2020

A self-supporting
public agency

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Executive Director

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Mr. Chanaka Yatawara, Executive Director
Salisbury Community Development Corporation
PO Box 4408
Salisbury, NC 28145

Dear Mr. Yatawara:

Again, congratulations on your 2020 Urgent Repair Program (URP20) award. This is to provide you with information on the necessary steps to take so that you may begin your URP20 project in a timely manner.

In the envelope, you will find a "*Post Approval Documentation*" packet. Please read it over and complete the sections that request specific information or require signatures for certification. Once complete, return it to the Agency along with any other requested documents such as proof of honesty and fidelity bonding, and a notarized copy of the conflict of interest policy governing the recipient entity if required.

The completed PAD with all requested documentation must be received at the Agency by August 10, 2020. If not received by the deadline, your award will be canceled. Once approved, the Funding Agreement will be forwarded to you. It will be your responsibility to have your chief administrative official sign the Funding Agreement and return an executed electronic copy to the Agency. Once the Agency receives the properly executed Funding Agreement, the Salisbury Community Development Corporation, will be forwarded the first disbursement of Program funds, via direct deposit, equal to 50% of the project allocation. Enclosed in your PAD is an e-payment form necessary for direct deposit and a financial contact record. Please complete them and forward them with the rest of the PAD.

Should you have any questions, please contact your case manager listed in the instructions section of the enclosed PAD packet. We look forward to working with you toward the successful completion of your URP20 project.

Sincerely,

Michael Handley
Manager of Home Ownership Rehabilitation and Compliance

Encl.

North Carolina Housing Finance Agency
Urgent Repair Program (URP20)
Post-Approval Documentation

URP2032	Salisbury Community Development Corporation

A. Instructions

Your Application for Funding was approved for the requested amount. The numbers in the table in section E below reflect the numbers from your application and represent the required performance standards for your URP20 award. If you agree with the amounts listed, please provide the information and documentation requested below and return this Post Approval Documentation packet to Chuck Dopler, Team Leader of Home Ownership Rehabilitation who will serve as your case manager throughout your project. All proposed changes to these performance standards will require Agency approval and should result in no net loss of application rating points.

B. Local Matching Funds *(Attach)*

Your Application for Funding stated that other funds would be available to assist with repairs/modifications of your proposed housing units. Please provide documentation, from the funding source, for each source of local matching funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Matching local funds	**$2,500**
Total of local matching funds committed to the URP20 project	**$2,500**

C. Assistance Policy *(Attach)*

Because URP beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that URP recipients ***adopt*** an assistance policy that thoroughly and clearly identifies criteria for eligibility for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your assistance policy. **Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation.**

D. Procurement and Disbursement Policies *(Attach)*

URP Recipients must submit a copy of their Procurement Policy that is specific to URP20 and is written in accordance with 24CFR85.36 (for units of local government), or 24CFR84.4 (for non-profit organizations), and a copy of their Disbursement Policy to the Agency for review and approval.

E. Service Area Requirements

The Application for funding was approved based partly on your targets for Program assistance by service area and the percentages of Program funding to be spent in each county within the service area. Your required targets (based on your requested amount), broken out by county, are shown in the table below.

Service Area	Proposed # of Units	Program Funds
Rowan	**10**	**$100,000**
TOTAL	**10**	**$100,000**

Continued on Reverse Side

2020 Urgent Repair Program
Annual Compliance Reporting Information

Please forward this to the financial person who coordinates your organization's annual audit.

The 2020 Urgent Repair Program is funded with State funds from the Housing Trust Fund. The North Carolina Housing Finance Agency is the pass-through for these funds.

Federal and State Regulations may change at any time. Refer to the applicable websites for any updates. Your organization will be responsible for complying with any new regulations or statutes as they occur.

For Non-Profit Organizations only:
N.C. State General Statute 143C-6-23 – "*State grant funds: administration; oversight and reporting requirements.*" (State funds include federal funds that flow through the State.) These reports will be submitted directly to NCHFA at email subreport.rehabteam@nchfa.com. Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

For Local Government Organizations:
www.treasurer.state.nc.us – NC State General statute 159-34 – Audit Requirements of "*The Local Government Budget and Fiscal Control Act*"

Instruct your auditor to send audit confirmations to:
Amanda Paige
NCHFA
PO Box 28066
Raleigh, NC 27611-8066
919-877-5705
919-877-5703 – fax

Acknowledgement of Audit Compliance Reporting Responsibilities

Please X applicable section(s) and return this form with your PAD

_____We are a non-profit organization and will comply with North Carolina General Statute 143C-6-23 which requires us to submit reports. These reports will be submitted directly to NCHFA @ subreport.rehabteam@nchfa.com. Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

If your organization received less than $750,000 as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due six (6) months after your fiscal year-end date.

If your organization received $750,000 or more as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due nine (9) months after your fiscal year-end date.

_____We are a local governmental organization and will comply with North Carolina General Statute 159-34, "*The Local Government Budget and Fiscal Control Act*".

__X__ We will submit our annual Financial Statements electronically via a .pdf file within thirty (30) days of publication. **Submit to caxtell@nchfa.com**

I acknowledge receipt of the information regarding compliance reporting. I am the person responsible for coordinating the submission of reports that comply with state and federal regulations pertaining to this funding. Our reports will be submitted prior to all compliance deadlines.

Signed: _____ Date: _____

Name _____

Title _____

Organization_____

Federal Tax ID Number _____

Address_____

Address _____

Email_____

Phone_____Fax_____

Fiscal Year-End Date _____ Award: URP

STATE OF NORTH CAROLINA
STATE TREASURER'S ELECTRONIC PAYMENTS

State Agency Name: **North Carolina Housing Finance Agency**

Program: Urgent Repair Program (URP)

Check One: Initial Sign-up _____ Change _____

PARTICIPATING ENTITY ACCOUNT INFORMATION

Entity Name: _____

Entity Address: _____

Contact Name: _____ Phone #: _____

Email address: _____
Note: E-mail address will be used to send notices of deposited funds.

FINANCIAL INSTITUTION INFORMATION

Institution Name: _____

Transit/Routing #: _____

Bank Account #: _____

PLEASE ATTACH A VOIDED CHECK

NOTE: CHECKING ACCOUNTS ONLY PLEASE

PARTICIPATING ENTITY AUTHORIZATION

I, on behalf of the participating entity indicated above, hereby authorize the North Carolina State Treasurer, his successors and his agents, at the direction of the State agency indicated above, to initiate ACH credit entries to the above designated bank account for payments due from the State agency for the referenced program name, pursuant to the "Established Operational Procedures for State Treasurer's electronic payments system," which may be in effect from time to time.

Finance Officer's name: _____ Phone #: _____

Signature: _____ Date: _____

MAIL COMPLETED FORM TO:

NC HOUSING FINANCE AGENCY
3508 BUSH STREET
RALEIGH, NC 27609
ATTN: ACCOUNTS PAYABLE
Fax: 919-877-5703

4/15/2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: November 5, 2021
SUBJECT: Proposal For Additional Services for Alternate #4 at West End Plaza

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ATTACHMENTS:

Description	Upload Date	Type
Proposed Alternate #4	11/5/2021	Cover Memo

adwarchitects
environmentsforlife
architecture planning interiors

November 4, 2021

Aaron Church
Rowan County Manager
130 West Innes Street
Salisbury, NC 28144

Re: **West End Plaza – Adaptive Reuse for Agricultural Center & Meeting Hall**
Additional Services for Mall Concourse Renovations – Alternate #4

ADW is presenting this proposal for Architectural and Engineering services related to the request to renovate/remodel the Mall Concourse at West End Plaza adjacent to the Agricultural Center and Meeting Halls project. This would be an additional scope of work, added to the AIA Owner Architect Agreement dated Oct. 1, 2019 and would become Alternate #4 for the Construction pricing. The project scope is as follows:

1. Design and document for pricing the renovations to the Mall Concourse of West End Plaza adjacent to the former Belk Store and terminate at the nearest Main Entrance adjacent to the Veterans Affairs space.
2. The design will take into consideration the features of the mall concourse and will endeavor to reuse those elements that are appropriate to the design intent of the project as determined through discussions with the County's team.
3. All floors, walls and ceilings, materials and finishes, HVAC, Plumbing and Electrical systems will be examined for condition and appropriateness.
4. A system for "masking" empty tenant storefronts will be developed for improving the overall appearance of the concourse.

ADW's phases of services for Alternate #4 are described in the base contract. The fees are as follows:

Schematic Design	**$15,575.00**
Design Development	**$ 9,345.00**
Construction Documents	**$37,380.00**
Contractor Bidding/Pricing	**included in base contract**
Construction Administration	**included in base contract**
Total fee	**$62,300.00**

If this proposal meets your approval, it will become an Architectural Change Order to the original contract and labeled ACO 1 – Alternate #4.

Sincerely,
ADW Architects, p.a.

Robert J. Lauer, Jr. AIA
Managing Principal

six coliseum centre, suite 500
2815 coliseum centre drive
charlotte, north carolina 28217
t] 704.379.1919
f] 704.379.1920
www.adwarchitects.com

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport & Transit Director
DATE:	11/4/2021
SUBJECT:	Mid-Carolina Regional Airport (RUQ) Zoning

The current extraterritorial jurisdiction (ETJ) zoning through the City of Salisbury conflicts with airport development projects and the expectations set by the Federal Aviation Administration (FAA). Preliminary and informal discussions have resulted in the suggestion for a consideration of relinquishment. The County would then set up a new Airport District with parameters which better align with standard aviation facilities and FAA requirements.

Action items:

1) Approve letter to City of Salisbury Community Planning Director for signature by the Airport Director.

2) Approve County staff to continue discussion with the City of Salisbury to determine a viable solution that is amicable to all stakeholders.

ATTACHMENTS:

Description	Upload Date	Type
Letter to City of Salisbury Planning	11/4/2021	Exhibit
Airport Property Map	11/4/2021	Exhibit
Property Inventory Table	11/4/2021	Exhibit

Mid-Carolina Regional Airport
3670 Airport Loop Road • Salisbury, NC 28147
Telephone 704-216-7749 • Fax 704-216-7977

November 4, 2021

Hannah Jacobson
Community Planning Director
P.O. Box 479
Salisbury, NC 28145

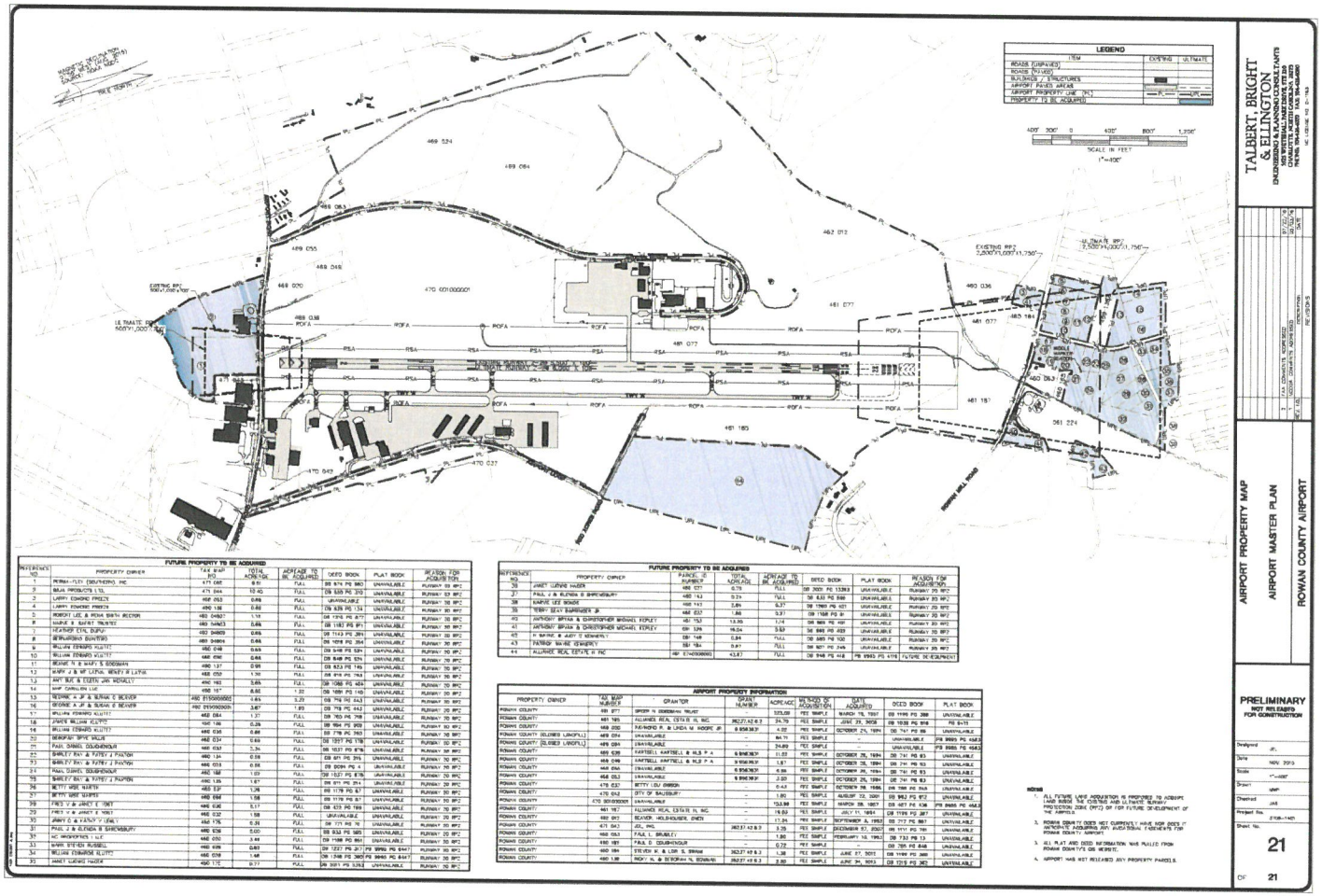
Dear Ms. Jacobson,

Over the past two years working as the Airport Director for Mid-Carolina Regional Airport it has become clear that the current extraterritorial jurisdiction (ETJ) zoning through the City of Salisbury often conflicts with airport development projects and the expectations set by the Federal Aviation Administration (FAA).

For the benefit of all parties I am requesting that discussion continue in order to determine viable proceedings to relinquish the parcels designed as airport property from the EJT.

Respectfully,

Valerie S. Steele
Airport & Transit Director



FUTURE PROPERTY TO BE ACQUIRED

REFERENCE NO	PROPERTY OWNER	TAX MAP NO	TOTAL ACREAGE	ACREAGE TO BE ACQUIRED	DEED BOOK	PLAT BOOK	REASON FOR ACQUISITION
1	ROWAN-SALISBURY DEVELOPERS, INC	471 006	9.10	FULL	BB 874 PG 980	UNAVAILABLE	RUNWAY 33 RPZ
2	BASS PRODUCTS LTD.	471 004	12.40	FULL	DB 535 PG 310	UNAVAILABLE	RUNWAY 33 RPZ
3	LARRY EDMOND FREEZE	468 053	0.46	FULL	UNAVAILABLE	UNAVAILABLE	RUNWAY 33 RPZ
4	LARRY EDMOND FREEZE	469 158	0.66	FULL	DB 535 PG 134	UNAVAILABLE	RUNWAY 33 RPZ
5	ROBERT LEE & PENA SMITH HESTER	469 04801	1.16	FULL	DB 1916 PG 877	UNAVAILABLE	RUNWAY 33 RPZ
6	WAYNE B. BARRET TRUSTEE	469 04803	0.46	FULL	DB 1183 PG 911	UNAVAILABLE	RUNWAY 33 RPZ
7	HEATHER ETAL DUFF	469 04809	0.46	FULL	DB 1143 PG 291	UNAVAILABLE	RUNWAY 33 RPZ
8	BERNARDINO QUINTERO	469 04804	0.46	FULL	DB 1016 PG 354	UNAVAILABLE	RUNWAY 33 RPZ
9	WILLIAM EDWARD KLUTTZ	469 048	0.46	FULL	DB 648 PG 524	UNAVAILABLE	RUNWAY 33 RPZ
10	WILLIAM EDWARD KLUTTZ	469 049	0.46	FULL	DB 648 PG 524	UNAVAILABLE	RUNWAY 33 RPZ
11	GEORGE N. & MARY S. GOODMAN	469 137	0.98	FULL	DB 853 PG 146	UNAVAILABLE	RUNWAY 33 RPZ
12	MARY J. & W.F. LEVAL BEVERLY III LEVAL	468 050	1.38	FULL	DB 818 PG 763	UNAVAILABLE	RUNWAY 33 RPZ
13	AMY SUE & EUSTIN JAN MCNALLY	469 160	5.85	FULL	DB 1080 PG 484	UNAVAILABLE	RUNWAY 33 RPZ
14	MHP CAROLINA LLC	469 167	6.66	FULL	DB 1691 PG 140	UNAVAILABLE	RUNWAY 33 RPZ
15	GEORGE A. JR & SUSAN C BEAVER	460 81500900C	1.61	1.20	DB 719 PG 543	UNAVAILABLE	RUNWAY 33 RPZ
16	GEORGE A. JR & SUSAN C BEAVER	460 81900900C	3.87	1.80	DB 719 PG 543	UNAVAILABLE	RUNWAY 33 RPZ
17	WILLIAM EDWARD KLUTTZ	462 084	1.37	FULL	DB 760 PG 798	UNAVAILABLE	RUNWAY 33 RPZ
18	JAMES WILLIAM KLUTTZ	462 106	0.26	FULL	BB 984 PG 959	UNAVAILABLE	RUNWAY 33 RPZ
19	WILLIAM EDWARD KLUTTZ	462 035	0.68	FULL	DB 778 PG 760	UNAVAILABLE	RUNWAY 33 RPZ
20	GEORGE SPIKE KLUTTZ	462 034	0.69	FULL	DB 1227 PG 178	UNAVAILABLE	RUNWAY 33 RPZ
21	PAUL DANIEL DOUGHENOUR	462 033	5.34	FULL	BB 1031 PG 876	UNAVAILABLE	RUNWAY 33 RPZ
22	SHIRLEY RAY & PATSY J PAXTON	462 134	0.58	FULL	DB 691 PG 396	UNAVAILABLE	RUNWAY 33 RPZ
23	SHIRLEY RAY & PATSY J PAXTON	462 033	0.66	FULL	DB 2094 PG 4	UNAVAILABLE	RUNWAY 33 RPZ
24	PAUL DANIEL DOUGHENOUR	462 132	1.02	FULL	DB 1527 PG 676	UNAVAILABLE	RUNWAY 33 RPZ
25	SHIRLEY RAY & PATSY J PAXTON	462 135	1.67	FULL	DB 691 PG 394	UNAVAILABLE	RUNWAY 33 RPZ
26	BETTY MAE MARTIN	462 031	1.26	FULL	BB 1179 PG 87	UNAVAILABLE	RUNWAY 33 RPZ
27	BETTY MAE MARTIN	462 054	1.58	FULL	BB 1179 PG 87	UNAVAILABLE	RUNWAY 33 RPZ
28	FRED V. & JANET L. HART	462 030	5.17	FULL	DB 823 PG 789	UNAVAILABLE	RUNWAY 33 RPZ
29	FRED V. & JANET L. HART	462 032	1.98	FULL	UNAVAILABLE	UNAVAILABLE	RUNWAY 33 RPZ
30	JIMMY C. & KATHY Y. LEAL	462 176	0.31	FULL	DB 771 PG 76	UNAVAILABLE	RUNWAY 33 RPZ
31	PAUL J. & ELIZABETH B. SHREWSBURY	462 036	5.00	FULL	BB 833 PG 585	UNAVAILABLE	RUNWAY 33 RPZ
32	NC PROPERTIES I, LLC	462 050	3.48	FULL	DB 1188 PG 861	UNAVAILABLE	RUNWAY 33 RPZ
33	MARK STEVEN RUSSELL	462 029	0.69	FULL	DB 1237 PG 217 PB 9990 PG 6447		RUNWAY 33 RPZ
34	WILLIAM EDWARD KLUTTZ	462 028	1.48	FULL	DB 1348 PG 360 PB 9990 PG 6447		RUNWAY 33 RPZ
35	JANET LUDWIG HAGER	460 170	0.77	FULL	DB 2021 PG 1253	UNAVAILABLE	RUNWAY 33 RPZ

FUTURE PROPERTY TO BE ACQUIRED

REFERENCE NO	PROPERTY OWNER	PARCEL ID NUMBER	TOTAL ACREAGE	ACREAGE TO BE ACQUIRED	DEED BOOK	PLAT BOOK	REASON FOR ACQUISITION
36	JANET LUDWIG HAGER	460 071	0.73	FULL	DB 2021 PG 1253	UNAVAILABLE	RUNWAY 33 RPZ
37	PAUL J. & ELIZABETH B SHREWSBURY	460 143	9.29	FULL	DB 833 PG 585	UNAVAILABLE	RUNWAY 33 RPZ
38	MARIE LEE BOWDE	460 141	2.69	0.37	DB 1780 PG 401	UNAVAILABLE	RUNWAY 33 RPZ
39	TERRY BEAN BARRINGER JR	460 037	1.86	0.37	DB 1508 PG 91	UNAVAILABLE	RUNWAY 33 RPZ
40	ANTHONY BRYAN & CHRISTOPHER MICHAEL RIDLEY	461 152	13.00	1.74	DB 989 PG 491	UNAVAILABLE	RUNWAY 33 RPZ
41	ANTHONY BRYAN & CHRISTOPHER MICHAEL RIDLEY	69 126	19.24	3.62	DB 989 PG 488	UNAVAILABLE	RUNWAY 33 RPZ
42	H WAYNE & JUDY D KENNEDY	DB 148	0.84	FULL	DB 885 PG 100	UNAVAILABLE	RUNWAY 33 RPZ
43	PATRIOT 90-REC PROPERTY	DB 184	0.61	FULL	DB 907 PG 249	UNAVAILABLE	RUNWAY 33 RPZ
44	ALLIANCE REAL ESTATE II INC	RP 074000900	43.83	FULL	DB 948 PG 418	PB 9990 PG 6778	FUTURE DEVELOPMENT

AIRPORT PROPERTY INFORMATION

PROPERTY OWNER	TAX MAP NUMBER	GRANTOR	GRANT NUMBER	ACREAGE	METHOD OF ACQUISITION	DATE ACQUIRED	DEED BOOK	PLAT BOOK
ROWAN COUNTY	469 071	BROOK H. OVERMAN TRUST	-	125.00	FEE SIMPLE	MARCH 15, 1967	BB 1199 PG 288	UNAVAILABLE
ROWAN COUNTY	461 165	ALLIANCE REAL ESTATE II, INC.	3627.42 & 3	24.79	FEE SIMPLE	JUNE 23, 2008	DB 1838 PG 916	RE 6/13
ROWAN COUNTY	468 050	RAYMOND R. & LINDA M. MOORE JR	0.958363'	4.02	FEE SIMPLE	OCTOBER 24, 1994	DB 741 PG 88	UNAVAILABLE
ROWAN COUNTY (CLOSED LANDFILL)	469 094	UNAVAILABLE	-	84.71	FEE SIMPLE	-	UNAVAILABLE	PB 9990 PG 6683
ROWAN COUNTY (CLOSED LANDFILL)	469 094	UNAVAILABLE	-	34.89	FEE SIMPLE	-	UNAVAILABLE	PB 9990 PG 6683
ROWAN COUNTY	469 038	KANTRELL KANTRELL & HILL P A	0.958363'	11.83	FEE SIMPLE	OCTOBER 25, 1994	DB 741 PG 83	UNAVAILABLE
ROWAN COUNTY	468 048	KANTRELL KANTRELL & HILL P A	0.958363'	1.81	FEE SIMPLE	OCTOBER 25, 1994	DB 741 PG 83	UNAVAILABLE
ROWAN COUNTY	468 054	UNAVAILABLE	0.958363'	6.88	FEE SIMPLE	OCTOBER 25, 1994	DB 741 PG 83	UNAVAILABLE
ROWAN COUNTY	468 053	UNAVAILABLE	0.958363'	4.02	FEE SIMPLE	OCTOBER 25, 1994	DB 741 PG 83	UNAVAILABLE
ROWAN COUNTY	470 032	BETTY LOU OWEN	-	0.43	FEE SIMPLE	OCTOBER 28, 1998	DB 1388 PG 948	UNAVAILABLE
ROWAN COUNTY	470 043	CITY OF SALISBURY	-	1.80	FEE SIMPLE	AUGUST 22, 2001	DB 962 PG 912	UNAVAILABLE
ROWAN COUNTY	470 00100001	UNAVAILABLE	-	153.58	FEE SIMPLE	MARCH 28, 1957	DB 467 PG 436	PB 9990 PG 6683
ROWAN COUNTY	461 167	ALLIANCE REAL ESTATE II, INC.	-	19.83	FEE SIMPLE	JULY 11, 1984	DB 1199 PG 287	UNAVAILABLE
ROWAN COUNTY	460 017	BEAVER, GEORGE/BEAVER, EMEN	-	17.34	FEE SIMPLE	SEPTEMBER 24, 1982	DB 717 PG 987	UNAVAILABLE
ROWAN COUNTY	471 043	JCL, INC.	3627.42 & 3	3.29	FEE SIMPLE	DECEMBER 27, 2007	DB 1711 PG 785	UNAVAILABLE
ROWAN COUNTY	460 053	PAUL L. BRADLEY	-	1.86	FEE SIMPLE	FEBRUARY 18, 1993	DB 732 PG 13	UNAVAILABLE
ROWAN COUNTY	460 181	PAUL D. DOUGHENOUR	-	0.72	FEE SIMPLE	-	DB 785 PG 848	UNAVAILABLE
ROWAN COUNTY	460 184	STEVEN K. & LORI S. SWAIM	3627.42 & 3	1.38	FEE SIMPLE	JUNE 27, 2001	DB 1199 PG 289	UNAVAILABLE
ROWAN COUNTY	460 139	ROY H. JR & DEBORAH N. EDWARDS	3627.42 & 3	2.80	FEE SIMPLE	JUNE 24, 2003	DB 1315 PG 282	UNAVAILABLE

NOTES:
1. ALL FUTURE LAND ACQUISITION IS PROPOSED TO ACHIEVE LAND BASED THE EXISTING AND ULTIMATE RUNWAY PROTECTION ZONE (RPZ) OF FOR FUTURE DEVELOPMENT OF THE AIRFIELD.
2. ROWAN COUNTY DOES NOT CURRENTLY HAVE NOR DOES IT INTEND TO ACQUIRE ANY AVIGATIONAL EASEMENTS FOR ROWAN COUNTY AIRPORT.
3. ALL PLAT AND DEED INFORMATION WAS PULLED FROM ROWAN COUNTY'S GIS WEBSITE.
4. AIRPORT HAS NOT RELEASED ANY PROPERTY PARCELS.

AIRPORT PROPERTY INFORMATION

PROPERTY OWNER	TAX MAP NUMBER	GRANTOR	GRANT NUMBER	ACREAGE	METHOD OF ACQUISITION	DATE ACQUIRED	DEED BOOK	PLAT BOOK
ROWAN COUNTY	461 077	GREER N GOODMAN TRUST	–	222.09	FEE SIMPLE	MARCH 19, 1957	DB 1199 PG 386	UNAVAILABLE
ROWAN COUNTY	461 185	ALLIANCE REAL ESTATE III, INC.	36237.42.6.2	24.70	FEE SIMPLE	JUNE 22, 2005	DB 1039 PG 816	PB 5415
ROWAN COUNTY	469 020	RAYMOND R. & LINDA M. MOORE JR.	9.9563931	4.22	FEE SIMPLE	OCTOBER 24, 1994	DB 741 PG 89	UNAVAILABLE
ROWAN COUNTY (CLOSED LANDFILL)	469 024	UNAVAILABLE	–	84.71	FEE SIMPLE	–	UNAVAILABLE	PB 9995 PG 4563
ROWAN COUNTY (CLOSED LANDFILL)	469 084	UNAVAILABLE	–	24.60	FEE SIMPLE	–	UNAVAILABLE	PB 9995 PG 4563
ROWAN COUNTY	469 039	HARTSELL HARTSELL & MLS P A	9.9563931	11.22	FEE SIMPLE	OCTOBER 26, 1994	DB 741 PG 93	UNAVAILABLE
ROWAN COUNTY	469 049	HARTSELL HARTSELL & MLS P A	9.9563931	1.97	FEE SIMPLE	OCTOBER 26, 1994	DB 741 PG 93	UNAVAILABLE
ROWAN COUNTY	469 056	UNAVAILABLE	9.9563931	6.55	FEE SIMPLE	OCTOBER 26, 1994	DB 741 PG 93	UNAVAILABLE
ROWAN COUNTY	469 063	UNAVAILABLE	9.9563931	3.50	FEE SIMPLE	OCTOBER 26, 1994	DB 741 PG 93	UNAVAILABLE
ROWAN COUNTY	470 037	BETTY LOU GIBSON	–	0.43	FEE SIMPLE	OCTOBER 28, 1995	DB 788 PG 245	UNAVAILABLE
ROWAN COUNTY	470 042	CITY OF SALISBURY	–	1.80	FEE SIMPLE	AUGUST 22, 2001	DB 963 PG 612	UNAVAILABLE
ROWAN COUNTY	470 001000001	UNAVAILABLE	–	153.99	FEE SIMPLE	MARCH 28, 1957	DB 407 PG 436	PB 9995 PG 4563
ROWAN COUNTY	461 187	ALLIANCE REAL ESTATE III, INC.	–	19.03	FEE SIMPLE	JULY 11, 1994	DB 1199 PG 387	UNAVAILABLE
ROWAN COUNTY	462 012	BEAVER, HOLSHOUSER, OWEN	–	17.34	FEE SIMPLE	SEPTEMBER 3, 1993	DB 717 PG 867	UNAVAILABLE
ROWAN COUNTY	471 043	JGL, INC.	36237.42.6.2	3.25	FEE SIMPLE	DECEMBER 27, 2007	DB 1111 PG 781	UNAVAILABLE
ROWAN COUNTY	460 063	PAUL L. BRUMLEY	–	1.90	FEE SIMPLE	FEBRUARY 10, 1993	DB 733 PG 13	UNAVAILABLE
ROWAN COUNTY	460 165	PAUL D. COUGHENOUR	–	0.72	FEE SIMPLE	–	DB 755 PG 646	UNAVAILABLE
ROWAN COUNTY	460 184	STEVEN W. & LORI S. SWAIM	36237.42.9.3	1.38	FEE SIMPLE	JUNE 27, 2012	DB 1199 PG 388	UNAVAILABLE
ROWAN COUNTY	460 138	RICKY M. & DEBORAH N. BOWMAN	36237.42.9.3	2.30	FEE SIMPLE	JUNE 24, 2013	DB 1219 PG 362	UNAVAILABLE

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Finance Department & Cooperative Extension
DATE:	November 4, 2021
SUBJECT:	ARPA Spending Request

The Board of Commissioners approved a Premium Pay for all employees using funds from the American Rescue Plan Award. All Rowan County employees eligible were paid the premium pay. Cooperative Extension employees were included in the calculation and the original budget. But, because Cooperative Extension employees are paid through North Carolina State University (NCSU) and not Rowan County's payroll system they were erroneously left off the payment distribution.

Cooperative Extension has six employees who met the qualifications. North Carolina State University has committed to paying these employees the Premium Pay as long as the County agrees to reimburse NCSU for those payments. The Total amount would be $12,000.00

The Finance Department and Cooperative Extension is asking the Board to authorize the County Manager to sign the County Salary Change & Supplemental Pay Sheet (example attached) and allow the Finance Department to reimburse North Carolina State University for the additional Premium Pay paid to these employees with ARPA funds.

ATTACHMENTS:

Description	Upload Date	Type
Supplemental Pay Sheet - Example	11/5/2021	Backup Material

Original form must be received in the CALS Personnel Office **by the 5th of the month to be paid, but not more than 30 days in advance.**
Please submit all forms to your District Directors Office for processing.

COUNTY SALARY CHANGE & SUPPLEMENTAL PAY SHEET

☐ County Increase ☐ County Longevity ☒ One Time Bonus (e.g. 401K, Holiday, Trust) ☐ Other: _____

Effective Date of increase/payment: _____ (All actions must be **effective in the same calendar month.**) County Name: Rowan

EMPLOYEE NAME	NCSU Employee ID No. (NOT Social Security No.)	NCSU POSITION No.	CURRENT COUNTY SALARY (Whole $ Amount)	Permanent Salary Changes Only		One Time Payment (Whole $ Amount)	COMMENTS
				COUNTY INCREASE (Whole $ Amount)	NEW COUNTY SALARY (Whole $ Amount)		
Example - John Smith	123456789	**98765432**	$50,000			$2,000	American Rescue Plan Premium Pay

County Official _____ (Print Name) _____ (Title) _____ (Date)

County Extension Director Amy-Lynn Albertson (Print Name) Rowan County Extension Director (Title) 11/3/2021 (Date)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 4, 2021
SUBJECT: ARPA Request and Budget Amendment

Please see attached request from Rowan County Tourism to receive ARPA funds in the amount of $32,466.33 which represents COVID-19 lost revenue and COVID-19 expenditures. These funds are to be used as additional funds available for the Rowan County Lodging, Arts and Cultural COVID Business Grant. This Lodging, Arts and Culture Business Grant information is attached.

Please approve the request from the Rowan County Tourism to receive $32,466.33 from Rowan County's ARPA funds to be used as part of the Rowan County Lodging, Arts and Cultural Business Grants; authorize the Finance Department to distribute those funds to Rowan County Tourism and to approve the attached corresponding budget amendment allocating ARPA funds for these Grants.

ATTACHMENTS:

Description	Upload Date	Type
Rowan County Tourism - ARPA Request	11/5/2021	Backup Material
Rowan County Tourism - Lodging and Arts and Cultural Grant	11/5/2021	Backup Material
Rowan County Tourism - ARPA Request Budget Amendment	11/5/2021	Budget Amendment

The Rowan County Tourism Development Authority would appreciate the Board of Commissioners consideration of allocating an additional $32,466.33 in FY21-22 ARP funds to the Tourism Authority for utilization with the Rowan County Lodging, Arts & Cultural COVID Business Grant program being administered by Tourism.

The $32,466.33 represents $18,956.39 in reimbursable COVID expenses and $13,509.94 in lost revenues from the onset of the pandemic through April 2021. The Board of Commissioners had graciously set aside $85,000 for reimbursable expenses and $410,000 for lost revenues incurred by Tourism. Reimbursable expenses during that period totaled $103,956.39 and lost revenues totaled $423,509.94. If approved by the Board of Commissioners the additional $32,466.33 in reimbursements to Tourism would be allocated to the $100,000 awarded to Tourism by the Board of Commissioners for utilization in the Lodging and Arts COVID Grant Program, bringing the total amount in relief awards to over $132,000.

The significance of the losses by the businesses and organizations that have already been remitted to the Tourism office for the grants were substantial and greater than initial anticipations. Increasing the amount of award funds will help bring the grant amounts remitted to applicants up and more on par with previous COVID businesses relief grant amounts that were directly provided by the County during the pandemic.

I have attached for staff leadership the original documentation that was required and submitted in July for consideration and approval by the Board of Commissioners for ARP funds, these are the original total figures and amounts submitted.

Thank you for taking this request under consideration and for your support of the local community. Hope everyone has a blessed day.

VISIT ROWAN COUNTY
SALISBURY, NC
Be an original.

James Meacham
Chief Executive Officer
Rowan County Tourism
204 E. Innes St., Suite 120 | Salisbury, NC 28144
[p] 704.638.3100 [c] 704.433.8468
www.visitsalisburync.com

ROWAN COUNTY

Tourism Development Authority
Salisbury, North Carolina

Be an original.

Rowan County Tourism American Rescue Plan:

Rowan County Lodging and Arts and Cultural COVID Business Grants

The Rowan County Tourism Authority will utilize $100,000 in COVID American Rescue Plan (ARP) funds through a grant program consistent with the State of North Carolina's ARP based NC Hospitality Economic Loss Program (NC Help). Local lodging and arts, cultural and history organizations that can demonstrate a loss in revenue of 20% during the period of April 2020 to December 2020 would be eligible for support grants. Grants would be available for lodging businesses arts, cultural and historical organizations to support operations, relaunching programs, events, and business activities that were forced to close due to COVID and or Executive Orders, rehiring workers, job training, hiring, and replacing lost wages.

The application-based program would provide a grant equal to a specified percentage of the applicant's decline in revenues. The specified percentage would be equal to $100,000 divided by the total reduction in revenue among the pool of eligible applicants. Rowan County Tourism will calculate the specified percentage after receiving and determining all eligible applicants. For example, if the total decline in collective revenues among the eligible applicants is $2,000,000, the specified percentage would be 5%. This method ensures that all the $100,000 will be allocated to those directly impacted by the negative factors associated with the COVID pandemic as intended in the American Rescue Plan.

Statement of Need

Small businesses in the leisure and hospitality industries were among the hardest hit by the COVID-19 pandemic. Many of these businesses shut down entirely during the early months of the pandemic and faced limits on capacity and constrained consumer demand into early 2021.

- Consumers cut taxable spending at North Carolina restaurants, bars, and hotels/motels by an estimated $5.05 billion between March 2020 and January 2021 compared to the same period one year prior.

- Jobs at leisure and hospitality businesses fell by almost half between February and April 2020. Even in March 2021, there were more than 80,000 fewer leisure and hospitality jobs than in February 2020, accounting for more than half of net statewide job losses across all industries.

- Between 20% and 45% of North Carolina small businesses in accommodation, leisure, and entertainment were closed or operating at severely reduced capacity as of March 2021.

The creative economy is important to the economic and social recovery of North Carolina and Rowan County.

- The creative economy generates over $2.1 billion in economic activity, employs over 72,000 fulltime equivalent jobs, and generates $201.5 million in local and state government revenue.

• Due to the pandemic, North Carolina's creative industries lost over 81,000 jobs and approximately $3.4 billion in sales between April and July 2020.

• Many, if not all, cultural organizations, including arts, science, and history organizations as well as libraries, have been shuttered or operated at a limited capacity since March 2020.

• The Arts, Entertainment, and Recreation nonprofit sector is expected to take nearly 2.5 years to recover from the pandemic.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds to Rowan County Tourism to be used in the Lodging and Arts COVID Grant Program

Prepared by: JHOWDEN
Date: 11/4/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	32,467	
GRANT EXPENDITURES	E	7354119-585000	32,467	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal #
Disapproved:		Disapproved:	Keyed By: JMH
Amended:		Amended:	Date Keyed:
Date: 11/4/2021		Date:	Posted By:
Signature: J Howden		Signature:	Date Posted:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Sheriff Kevin Auten
DATE: 11-05-2021
SUBJECT: Resolution to Award Sidearm to Retiring Deputy Jerry Ewart

---

Deputy Jerry Ewart will retire on 11-30-21, with 31 years of service to Rowan County. Request to allow him to purchase his sidearm as allowed in NC General Statute 20-187.2.

Approve resolution to award sidearm to the retiring Deputy.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/5/2021	Cover Memo

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

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

Rowan County Board of Commissioners
130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

RESOLUTION

ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

WHEREAS, Deputy Jerry Ewart started with the Rowan County Sheriff's Office in January of 1990 and has 31+ years as a Rowan County Sheriff's Deputy; *and*

WHEREAS, Deputy Jerry Ewart is retiring from the Rowan County Sheriff's Office effective November 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Deputy Jerry Ewart to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of $1.

This the 15th day of November, 2021.

_____
Gregory C. Edds, Chairman
Rowan County
Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer
recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: November 5, 2021
SUBJECT: Alcoa (AGPI) Transfer of Eagle Point Preserve Area on High Rock Lake

---

The County previously agreed to the transfer as a participant in the relicensing settlement agreement (RSA).

Move to accept the Alcoa (AGPI) transfer of the Eagle Point Preserve area on High Rock Lake.

ATTACHMENTS:

Description	Upload Date	Type
APGI Deed to Rowan County for Eagle Point	11/10/2021	Cover Memo

NORTH CAROLINA NON-WARRANTY DEED OF GIFT

Excise Tax: -0-

This instrument was prepared for APGI by: G. Crawford Rippy, III, Attorney at Law, P.O. Box 2382, Albemarle, NC 28002. G. Crawford Rippy, III is not the closing attorney.
After recording mail to: Grantee
Parcel Identifier No.: **portion of 503 007**
Brief description for the Index: Eagle Point; Map Book 9995 , Page 4343, less and excepting 1.2 ac.; Net ac. is 62.8 acres +/-.
This deed made this _____ day of _____, 20____, by and between Grantor and Grantee:

The designation Grantor and Grantee as used herein shall include all parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

NO TITLE EXAMINATION

Grantor:

ALCOA POWER GENERATING INC., a Tennessee corporation

201 Isabella Street, Pittsburgh, Pennsylvania 15212
attn: Director, Global Real Estate

Grantee:

ROWAN COUNTY, NORTH CAROLINA, a Body Politic

ATTN: County Manager, 130 West Innes Street, Salisbury, NC 28144

Transfer of Ownership: Grantor, as a gift to Grantee, conveys to Grantee in fee simple the Property described below:

Property: Morgan Township, Rowan County,North Carolina.
The legal description of the Property is:

Lying and being in Morgan Township, Rowan County, North Carolina, and being more particularly described as follows:

Beginning at a ¾ inch iron pipe set on the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum (formerly known as APGI datum), the normal full pool elevation of High Rock Reservoir, said new iron pipe being located North 80 degrees 42 minutes 32 seconds East 107.80 feet from a 5/8 inch rebar found at the northeastern most corner of lot 50, Emerald Bay, Section 3, Map Book 9995, Page 2691, Rowan County Registry, and running thence a new line with APGI (Deed Book 870, Page 898, Parcel No. 9, Rowan County Registry) South 80 degrees 42 minutes 32 seconds West 107.80 feet to a 5/8 inch rebar found on the northeastern most corner of lot 50, Emerald Bay, Section 3; thence a common line with said lot 50, South 80 degrees 42 minutes 32 seconds West 8.46 feet to a ¾ inch iron pipe set in the line of said lot 50, said iron pipe being located North 80 degrees 42 minutes 32 seconds East 140.00 feet from the common northern corner of lots 50 and 51, Emerald Bay, Section 3, and said iron pipe being located on the contour at elevation 660 feet, CUBE YADKIN GENERATION LLC datum; thence a common line with Rowan County (Deed Book 835, Pages 28

& 29, and see Deed Book 940, Page 213, Rowan County Registry) along the contour at elevation 660 feet, CUBE YADKIN GENERATION LLC datum, as it meanders the following forty-one (41) chord bearings and distances: (1) North 05 degrees 17 minutes 32 seconds West 37.48 feet to a point, (2) North 09 degrees 09 minutes 16 seconds East 218.68 feet to a point, (3) North 33 degrees 48 minutes 03 seconds West 171.80 feet to a point, (4) North 07 degrees 26 minutes 25 seconds East 172.39 feet to a point, (5) North 24 degrees 28 minutes 14 seconds West 192.42 feet to a point, (6) North 34 degrees 29 minutes 30 seconds West 192.88 feet to a ½ inch iron pipe found, (7) North 79 degrees 53 minutes 08 seconds West 174.96 to a ½ inch iron pipe found, (8) South 78 degrees 33 minutes 35 seconds West 237.92 feet to a ½ inch iron pipe found, (9) South 48 degrees 31 minutes 14 seconds West 214.21 feet to a ½ inch iron pipe found, (10) South 62 degrees 33 minutes 48 seconds West 62.02 feet to a ½ inch iron pipe found, (11) South 20 degrees 49 minutes 10 seconds East 156.97 feet to a point, (12) South 36 degrees 02 minutes 27 seconds East 68.83 feet to a point, (13) South 49 degrees 02 minutes 24 seconds East 179.82 feet to a point, (14) South 00 degree 25 minutes 16 seconds West 120.43 feet to a point, (15) North 86 degrees 58 minutes 48 seconds West 192.59 feet to a point, (16) North 18 degrees 32 minutes 29 seconds West 243.68 feet to a point, (17) North 45 degrees 31 minutes 02 seconds West 124.88 feet to a point, (18) North 55 degrees 09 minutes 11 seconds West 176.61 feet to a point, (19) North 74 degrees 47 minutes 41 seconds West 92.54 feet to a point, (20) South 03 degrees 30 minutes 47 seconds East 59.83 feet to a point, (21) South 03 degrees 59 minutes 06 seconds West 209.89 feet to a point, (22) North 41 degrees 32 minutes 19 seconds West 21.22 feet to a point, (23) North 80 degrees 20 minutes 45 seconds West 128.10 feet to a point, (24) South 65 degrees 27 minutes 56 seconds West 54.36 feet to a point, (25) South 30 degrees 10 minutes 21 seconds West 44.31 feet to a point, (26) South 00 degree 36 minutes 26 seconds West 135.80 feet to a point, (27) South 09 degrees 18 minutes 54 seconds East 186.79 feet to a point, (28) North 38 degrees 07 minutes 42 seconds West 212.31 feet to a point, (29) North 57 degrees 44 minutes 03 seconds West 156.61 feet to a point, (30) South 66 degrees 57 minutes 40 seconds West 196.81 feet to a point, (31) South 22 degrees 10 minutes 19 seconds West 238.99 feet to a point, (32) North 40 degrees 06 minutes 14 seconds West 227.05 feet to a point, (33) South 73 degrees 46 minutes 31 seconds West 167.42 feet to a point, (34) South 75 degrees 47 minutes 14 seconds West 241.35 feet to a point, (35) South 31 degrees 20 minutes 58 seconds West 100.96 feet to a point, (36) South 02 degrees 26 minutes 42 seconds West 213.03 feet to a point, (37) North 50 degrees 18 minutes 34 seconds West 178.97 feet to a point, (38) South 70 degrees 54 minutes 14 seconds West 102.63 feet to a point, (39) South 31 degrees 51 minutes 45 seconds West 222.89 feet to a point, (40) North 61 degrees 48 minutes 17 seconds West 117.21 feet to a point, (41) North 71 degrees 54 minutes 06 seconds West 399.14 feet to a ¾ inch iron pipe set on the contour at elevation 660 feet, CUBE YADKIN GENERATION LLC datum, said iron pipe being located South 81 degrees 04 minutes 39 seconds East 165.78 feet from a 2 inch iron pipe found, said 2 inch iron pipe being a common corner of Isenhour Brick and Tile Company, Inc. as shown on the map recorded in Map Book 9995, Page 2718, Rowan County Registry and Rowan County (Deed Book 835, Pages 28 & 29, and see Deed Book 940, Page 213); thence a new line with APGI (Deed Book 870, Page 898, Parcel No. 9) North 82 degrees 03 minutes 59 seconds East 398.76 feet to a ¾ inch iron pipe set on the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum, said iron pipe being located South 88 degrees 56 minutes 11 seconds West 3,100.76 feet from the point of Beginning; thence a common line with Cube Yadkin Generation LLC (Deed Book 1284, Page 347, Tract No. 1, Rowan County

Registry) along the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum, as it meanders in a northeasterly clockwise direction to a ¾ inch iron pipe set on the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum, the point of Beginning, as shown on that survey entitled "Survey for: APGI-Eagle Point" as prepared by James T. Hill, P.L.S. dated March 6, 2001, and revised January 15, 2002, as recorded in Map Book 9995, Page 4343, in the Office of the Register of Deeds for Rowan County, North Carolina, and containing **64 acres**, more or less, less, saving and excepting therefrom any and all property lying at or below the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum.

The Property is a portion of Parcel No. 9 as described in the deed from ALUMINUM COMPANY OF AMERICA to YADKIN, INC. dated December 23, 1999, recorded in Deed Book 870, Page 898, Rowan County Registry. For further reference see the Survivor of Merger recorded in Deed Book 876, Page 128, Rowan County Registry, and also see Deed Book 940, Page 213, Rowan County Registry.

This Property is not the primary residence of Grantor.

FURTHER LESS, SAVING AND EXCEPTING from the above described property the following described property which was conveyed by ALCOA POWER GENERATING INC. to CUBE YADKIN GENERATION LLC by the deed dated February 1, 2017, recorded in Deed Book 1284, Page 348, portion of Parcel No. 1, Rowan County Registry:

BEGINNING at a 5/8 inch rod found on the northeastern most corner of Lot 50, Emerald Bay, Section 3, Map Book 9995, Page 2691, Rowan County Registry, said rod having coordinates of northing = 677261.19 and easting = 1625830.26; thence a common line with said Lot 50 S 78-48-25 W 8.46 feet to a 1 inch pipe found on the contour at elevation 660 feet, CUBE YADKIN GENERATION LLC datum (formerly known as APGI datum), said pipe having coordinates of northing = 677259.55 and easting = 1625821.96; thence a common line with Rowan County (Deed Book 835, Pages 28 & 29, and see Deed Book 940, Page 213, Rowan County Registry) along the contour at elevation 660 feet, CUBE YADKIN GENERATION LLC datum, as it meanders the following three (3) chord bearings and distances: (1) N 07-11-10 W 37.49 feet to a 1/2 inch pipe set, (2) N 07-18-46 E 155.65 feet to a 5/8 inch rod found, (3) N 07-14-59 E 63.04 feet to a 5/8 inch rod set on said 660 foot contour, said rod having coordinates of northing = 677513.66 and easting = 1625845.04; thence crossing APGI (Deed Book 870, Page 898, Parcel No. 9, Rowan County Registry) the following three (3) bearings and distances: (1) N 62-05-43 E 42.62 feet to a 5/8 inch rod found, said rod having coordinates of northing = 677533.61 and easting = 1625882.70, (2) S 77-12-05 E 90.40 feet to a 5/8 inch rod set, said rod having coordinates of northing = 677513.58 and easting = 1625970.84, (3) S 41-15-41 E 376.88 feet to a 5/8 inch rod set on the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum, said rod having coordinates of northing = 677230.28 and easting = 1626219.40; thence along the contour at elevation 655 feet, CUBE YADKIN GENERATION LLC datum, as it meanders in a generally southwesterly, then northwesterly, then southwesterly and then southeasterly direction 586 feet, more or less, to a 1 inch pipe found on said 655 foot contour, said pipe having coordinates of northing = 677282.06 and easting = 1625936.02; thence crossing said Parcel No. 9 S 78-50-15 W 107.80 feet to a 5/8 inch rod, the point of

Beginning, and containing **1.2 acres**, more or less, and being a portion of Tract # 1 as shown on that survey entitled "Property Survey for: Emerald Bay and Eagle Point Area for APGI" sheets 1 through 3 (sheet 3) as prepared by Norman Grey Ribelin, PLS, with a Job Number of 2016-1448 dated October 10, 2016, and last revised on 10/18/16. The description is based on N. C. Grid North NAD83 (NSRS 2007). Also see Plat Book 9995, Page 8205, Sheet 3, Rowan County Registry.

FURTHER SAVING, EXCEPTING AND RESERVING unto Grantor, a right of way and easement for ingress, egress and regress anywhere over and across said real property to other real properties owned by Grantor.

This tract is subject to such interest as other parties may now have under, by virtue of, or pursuant to the following:

1. The right to flood the entire tract, said right being granted by APGI to CUBE YADKIN GENERATION LLC in that instrument dated February 1, 2017, recorded in Deed Book 1284, Page 353, Rowan County Registry;

2. The rights and easements granted by APGI to CUBE YADKIN GENERATION LLC in that instrument dated May 13, 2021, recorded in Deed Book 1375, Page 663, Rowan County Registry.

THE PROPERTY IS FURTHER SUBJECT TO, AND BY ACCEPTANCE OF THIS DEED, GRANTEE AGREES TO THE FOLLOWING:

1. Grantee specifically acknowledges that the Property is being conveyed, and Grantee accepts the Property, on an "AS-IS, WHERE-IS, WITH ALL FAULTS" basis and that Grantor hereby disclaims, and Grantee is not relying on, any representations or warranties of any kind whatsoever, express or implied, from Grantor, its agents or representatives as to any matters concerning the Property;

2. The Property may be subject to the license for Project No. 2197 issued by the Federal Energy Regulatory Commission under the Federal Power Act by Order on September 22, 2016, to Alcoa Power Generating Inc. as it may be amended or extended from time to time, to any lawful requirements of said Commission thereunder, and to any and all rights in and of the Federal Energy Regulatory Commission, Grantor, the licensee (currently Cube Yadkin Generation LLC) or any third party arising out of or granted by said license;

3. It is expressly understood and agreed that the Property adjoins the High Rock Reservoir and that the water in said reservoir shall be subject to the natural variations caused by the rise and fall in the Yadkin River and its tributaries, and subject further to such rise and fall as the operation of the Yadkin Hydroelectric Project's hydroelectric power developments/facilities on the Yadkin River now constructed, or that hereafter may be constructed, may make necessary or desirable;

4. The Property hereby conveyed may not meet CUBE YADKIN GENERATION LLC's eligibility requirements as contained in the "Specifications for Private Recreation Facilities at High Rock and Narrows Reservoirs" of the Shoreline Management Plan, dated September, 2018, as approved by Order issued February

4, 2019, by the Federal Energy Regulatory Commission, and as periodically revised, for private recreational facilities or access to Narrows Reservoir, said specifications being currently administered by CUBE YADKIN GENERATION LLC under the license for Project No. 2197 issued by the Federal Energy Regulatory Commission under the Federal Power Act by Order on September 22, 2016, and, additionally, no rights are granted or implied regarding pier permitting on Narrows Reservoir;

5. Grantee shall take all measures determined by the Federal Energy Regulatory Commission to be necessary to protect and/or enhance the environmental values of any and all lands and/or waters in Federal Energy Regulatory Commission Project No. 2197 affected by the use and operation of the Property;

6. The use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project No. 2197 recreational use; and Grantee shall take all reasonable precautions to insure that the use of the Property shall occur in a manner that will protect the scenic, recreational and environmental values of Project No. 2197;

7. Grantee understands and accepts that the Property adjoins the Yadkin Hydroelectric Project, licensed by the Federal Energy Regulatory Commission as Project No. 2197, and that the Property has not been nor is it presently located within the boundary of the Yadkin Hydroelectric Project, and Grantee agrees not to assert or attempt to assert any right or claim to any of the Yadkin Hydroelectric Project lands or waters as a result of this conveyance;

8. Grantee understands and agrees that the Property is for the expansion of the Eagle Point Nature Preserve and Park (Eagle Point Lands) and that the Property currently possesses natural, scenic, open space, forest, wildlife habitat, watershed protection, historical, cultural, archaeological, educational and recreational values (collectively "Conservation Values") of great importance to the licensee of the Yadkin Hydroelectric Project, Rowan County, and to the people of and visitors to the State of North Carolina and others, and Grantee agrees to maintain, preserve and protect the Conservation Values of the Eagle Point Lands (the Property) in perpetuity, to the extent practicable;

9. The Property is subject to ad valorem taxes for the current year and subsequent years, easements, rights of way and restrictions of record, flood rights of record, all

matters set forth hereinabove in this deed, and any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

_____

TO HAVE AND TO HOLD said Property and all privileges and appurtenances (rights) thereto belonging to the Grantee, in fee simple.

Grantor makes no warranty, express or implied, as to title to the Property.

_____

IN WITNESS WHEREOF, Grantor has duly executed the foregoing instrument, as of the day and year first written above.

ALCOA POWER GENERATING INC.

By: _____
_____

Title: Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

I, the undersigned Notary Public of the County and Commonwealth aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is Vice President of ALCOA POWER GENERATING INC., A Tennessee corporation, and that by authority duly given and as the act of the corporation, has signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 20___.

My Commission Expires: _____ _____
NOTARY PUBLIC

SEAL-STAMP

AGREED TO:

By: ROWAN COUNTY, Grantee

By: _____
Chairman of the Board of Commissioners for
Rowan County, North Carolina

ATTEST:

By: _____
Clerk to the Board

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, _____, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as an act of the Board of Commissioners of said County, the foregoing instrument was executed in its name by _____, its Chairman, sealed with the seal of Rowan County, North Carolina, and attested by him/her self as the Clerk to the Board.

Witness my hand and notarial stamp or seal, this the _____ day of _____, 20___.

My commission expires: _____ _____
NOTARY PUBLIC

SEAL-STAMP

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

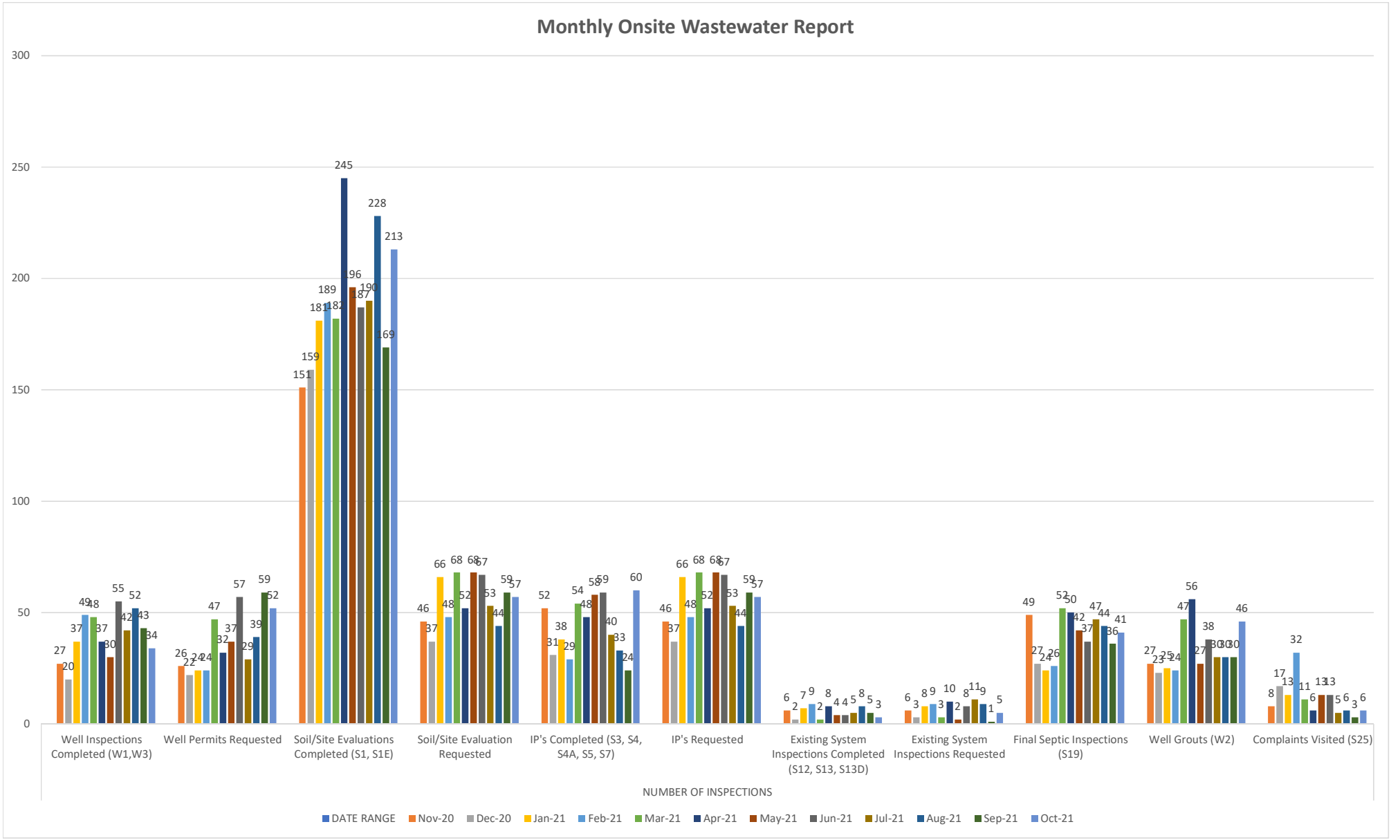
MEMO TO COMMISSIONERS:

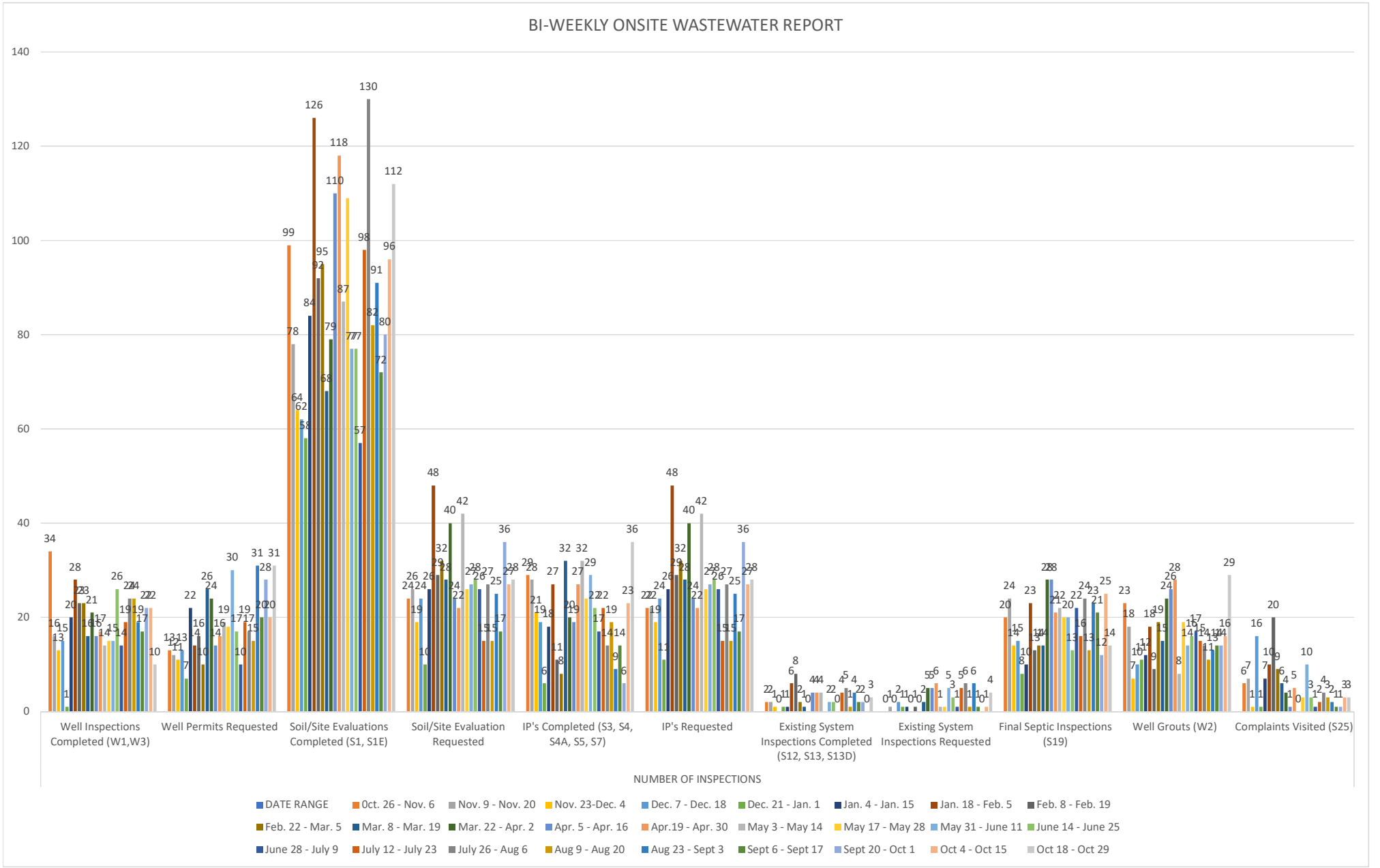
FROM: Alyssa Harris, Public Health Director
DATE: 11/05/2021
SUBJECT: Bi-Weekly Environmental Health Report

Please find the attached Bi-Weekly Report of the Environmental Health division

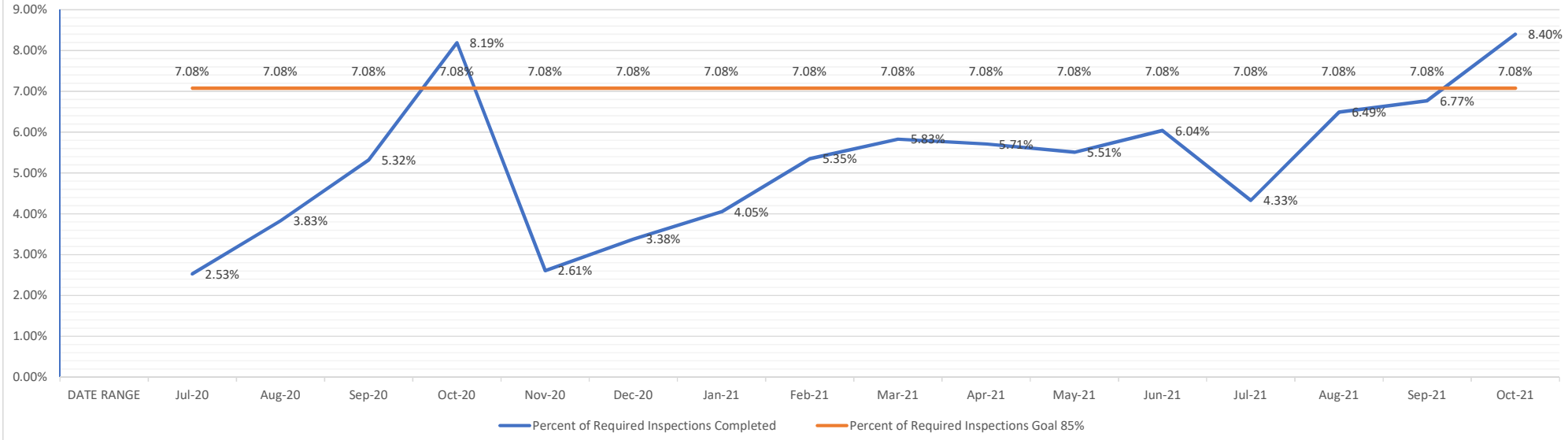
ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly Commissioner Reporting Charts and Graphs_110521	11/5/2021	Cover Memo
Bi-weekly Commissioner Reporting Graphs_110521	11/5/2021	Cover Memo

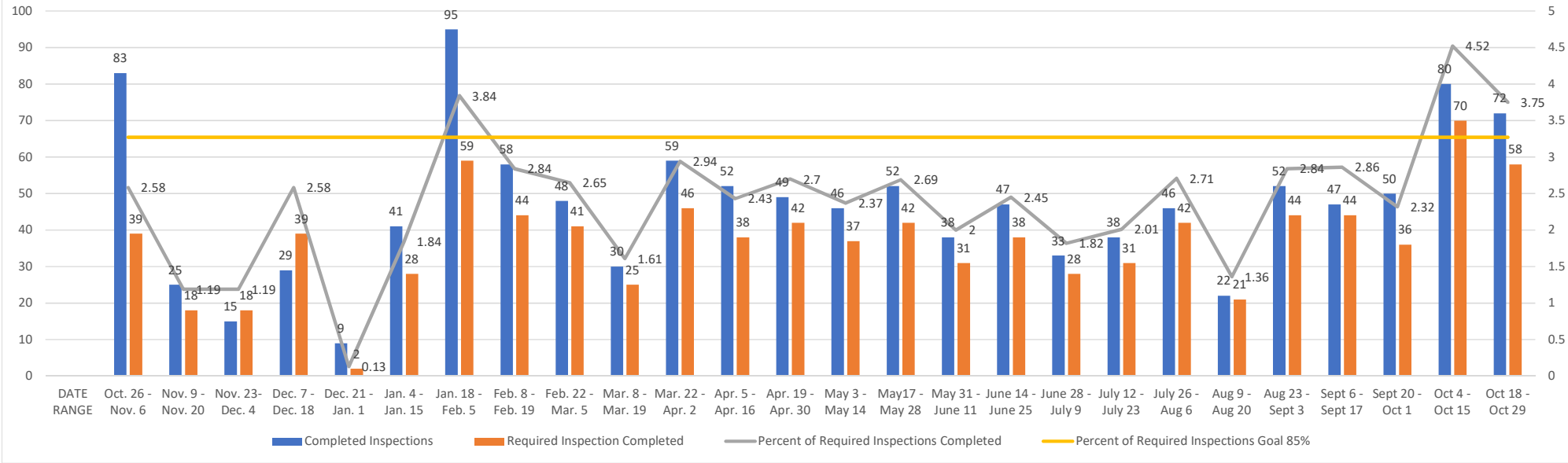

Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr.19 - Apr. 30
May 3 - May 14
May 17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
July 26 - Aug 6
Aug 9 - Aug 20
Aug 23 - Sept 3
Sept 6 - Sept 17
Sept 20 - Oct 1
Oct 4 - Oct 15
Oct 18 - Oct 29

Food & Lodging Inspections Percent Completed



BI-WEEKLY FOOD & LODGING INSPECTION REPORT



ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Sep-21	43	59	169	59	24	59	5	1	36	30	3	2 weeks 2 days
Oct-21	34	52	213	57	60	57	3	5	41	46	6	2 weeks 3 days
Total	474	448	2290	665	526	665	63	75	475	403	133	

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days

May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Sept 20 - Oct 1	22	28	80	36	6	36	2	0	12	14	1	2 weeks 2 days
Oct 4 - Oct 15	22	20	96	27	23	27	0	1	25	16	3	1 week 5 days
Oct 18 - Oct 29	10	31	112	28	36	28	3	4	14	29	3	2 weeks 3 days
Total	484	473	2301	691	532	686	61	59	477	420	129	

FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Aug-21	111	100	6.49	7.08
Sep-21	126	105	6.77	7.08
Oct-21	195	130	8.4	7.08
Total	1676	1302	84.34	113.28

Required Inspections: 1553
Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Aug 9 - Aug 20	22	21	1.36	3.27
Aug 23 - Sept 3	52	44	2.84	3.27
Sept 6 - Sept 17	47	44	2.86	3.27
Sept 20 - Oct 1	50	36	2.32	3.27
Oct 4 - Oct 15	80	70	4.52	3.27
Oct 18 - Oct 29	72	58	3.75	3.27
Total	1216	961	62.22	85.02

*Aug 9 - Aug 20 all three F&L Staff out at varying times

*Sept 27 - Oct 1 is missing data for 1 inspector due to software malfunction

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Scott Shelton, Vice President, Rowan EDC
DATE:	November 5, 2021
SUBJECT:	Request for Public Hearing for 'Project Excelsior'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for its December 6th meeting to consider an incentive request from 'Project Excelsior.'

The company is an existing Rowan County employer who is considering our community for a potential expansion.

If our community were chosen, the company would create 40 jobs over the next two years and invest approximately $10.5 million in building improvements and new equipment.

ATTACHMENTS:

Description	Upload Date	Type
Request for Public Hearing	11/5/2021	Cover Memo

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

Date: November 5, 2021
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentives for 'Project Excelsior'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for December 6, 2021, to consider an incentive request from 'Project Excelsior.' The company is an existing employer in Rowan County that is considering our community for a potential expansion. If our community were chosen, the company would add 40 jobs over the next two years. While these numbers are preliminary, the company estimates that it will also invest approximately $10.5 million in building improvements and new equipment.

I look forward to providing you detailed information regarding this request and this project in the coming weeks. Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Alyssa Harris, Public Health Director
DATE:	11/05/2021
SUBJECT:	SBAR to BOC - Request to Apply for Healthy Beginnings Grant

---

Healthy Beginnings is North Carolina's minority infant mortality reduction program. Grants are awarded for a three-year period and are administered by the North Carolina Department of Health and Human Services, Division of Public Health, Women's and Children's Health Section, Women's Health Branch, Perinatal Health Unit.

RCPH would like to apply for a grant to support mothers and babies and address infant mortality in our community.

We respectfully request that the Rowan County Board of Commissioners support RCPH in submitting an application for this program.

ATTACHMENTS:

Description	Upload Date	Type
SBAR for Healthy Beginnings grant	11/5/2021	Backup Material

SBAR-Q

To: Rowan County Board of Commissioners

From: Alyssa Harris, Public Health Director
Tomesia Courtney, Care Management Supervisor

Date: November 5, 2021

Re: Administration of Children, Youth, and Families – Family and Youth Services Bureau – SRAE grant

Situation:

Healthy Beginnings is North Carolina's minority infant mortality reduction program. Grants are awarded for a three-year period and are administered by the North Carolina Department of Health and Human Services, Division of Public Health, Women's and Children's Health Section, Women's Health Branch, Perinatal Health Unit. Infant Mortality is one area that the RCPH Care Management division and Infant and Maternal Health focuses on to improve health outcomes for mothers and babies.

Background:

The Women's Health Branch develops and promotes programs and services that protect the health and well-being of infants and of women during their childbearing years. Healthy Beginnings' goals include improving birth outcomes among minority women, reducing minority infant morbidity and mortality, and supporting families and communities. Healthy Beginnings serves women during and beyond pregnancy and their children up to two years after delivery. Evidence-based and evidence-informed interventions are used to improve the health and well-being of minority women and improve their birth outcomes.

Assessment:

In 2019, the total infant mortality rate in North Carolina was 6.8 infant deaths per 1,000 live births. The infant mortality rate for non-Hispanic whites was 4.7. The minority infant mortality rate was 9.2, which includes the population categories of African Americans, American Indians and Other (all non-Hispanics), and Hispanics. In 2019, the infant mortality rates for African Americans and American Indians were 12.5 and 12.0 respectively. A racial disparity still remains in the state with the African American and American Indian populations having infant mortality rates that are more than 2.5 times higher than the white population.

This is mirrored in Rowan County. Our Infant Mortality rates are higher for African American populations than white populations. We continue to seek opportunities to address this issue to help support health in our community. This grant would provide funding for: staffing, care coordination services, support breastfeeding education, and other evidence-based programming. The funding is $60,000 - $80,000 annually for three years.

Recommendation:

The RCHD respectfully requests the Board of Commissioners support the RCHD in submitting a grant proposal to the North Carolina Women's Health Branch for the Healthy Beginnings grant program.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 11/05/2021
SUBJECT: SBAR to BOC - Request to Apply for Community Health Grant for Dental Services

---

Community Health Grant funds, supported through the North Carolina General Assembly, are for assuring access to primary and preventive care to meet the health needs of our state's most vulnerable populations. Primary care safety net organizations that care for underserved and medically indigent patients in the state are eligible to apply for this funding to pay for patient care through encounter-based reimbursement or through reimbursement for eligible expenses.

RCPH would like to apply for the maximum funding of up to $150,000 to support pediatric dental services, education, and outreach for the Smile Center.

The Health Department respectfully requests that the Rowan County Board of Commissioners support and approve this opportunity for the Rowan County Health Department to apply for the Community Health Grant to support the Smile Center for outreach of pediatric dental services. We are allowed to seek funding up to $150,000 annually for a potential of a three-year program

ATTACHMENTS:

Description	Upload Date	Type
SBAR for Community Health grant for Smile Center	11/5/2021	Backup Material

SBAR-Q

To: Rowan County Board of Commissioners

From: Alyssa Harris, Public Health Director
Vera Avery, Quality Improvement/Accreditation Specialist

Date: November 5, 2021

Re: Community Health Grant SFY23 RFA

Situation:

Community Health Grant funds, supported through the North Carolina General Assembly, are for assuring access to primary and preventive care to meet the health needs of our state's most vulnerable populations. Primary care safety net organizations that care for underserved and medically indigent patients in the state are eligible to apply for this funding to pay for patient care through encounter-based reimbursement or through reimbursement for eligible expenses.

Background:

Rowan County Health Department's Smile Center is one of two pediatric dental clinics in Rowan County. We provide compassionate and quality dental care to children and to prenatal patients on Pregnancy Medicaid. We also help families take steps to prevent their children from suffering future dental problems. We continually provide valuable care for populations that are on Medicaid, low-income, uninsured, and vulnerable. RCPH is continuously searching for grant opportunities to cover the expenses of children who are uninsured or underinsured as we address oral health in the community. COVID19 has impacted children receiving dental care in a timely manner. Our goal is to meet students where they are in the school setting to reduce travel time and time off work for parents while providing quality and needed care for children.

Assessment:

RCPH would like to apply for the Community Health grant to fund the school-based dental program and education and outreach for pediatric dentistry. We strongly feel is it important to support healthy oral health habits and provide quality oral healthcare for children regardless of financial resources. In partnership with the Rowan-Salisbury School System, we have implemented county-wide dental screenings of elementary students since 2016. With grant funding we hope to support a dental hygienist to screen students and conduct sealant projects in schools. Children identified through screenings as needing follow-up care can go to the Smile Center. The funding from the Community Health Grant would cover the cost of staffing, dental equipment, clinic medical and office supplies, clinic repairs and maintenance, patient education materials, staff development and travel, and a marketing campaign to promote awareness of the Smile Center.

Recommendation:

The Health Department respectfully requests that the Rowan County Board of Commissioners support and approve this opportunity for the Rowan County Health Department to apply for the Community Health Grant to support the Smile Center for outreach of pediatric dental services. We are allowed to seek funding up to $150,000 annually for a potential of a three-year program.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Amy-Lynn Albertson
DATE: 11/05/2021
SUBJECT: Carolina Farm Credit Grant For Cooperative Extension

---

Cooperative Extension's Livestock Program has been awarded a grant of $5000 to purchase a trailer to haul the small ruminant working equipment from the Carolina Farm Credit Corporate Mission Fund.

We would like permission to accept these funds. This does not require any matching fund from Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Carolina Farm Credit Award Letter	11/5/2021	Cover Memo
Carolina Farm Credit Grant Proposal	11/5/2021	Cover Memo

FARM CREDIT
CAROLINA
P.O. Box 1827 (28687) • 146 Victory Lane (28625) • Statesville, N.C. • carolinafarmcredit.com
Phone: (800) 521-9952 & (704) 873-0276 • Fax: (704) 873-6900

November 4, 2021

Rowan County Cooperative Extension
Morgan Watts
2727 Old Concord Rd, Suite A
Salisbury, NC 28146

Dear Morgan Watts,

As part of our Corporate Mission Fund, Carolina Farm Credit is pleased to award your organization, Rowan County Cooperative Extension, with $5,000 in support of your project: Cargo Trailer, in Rowan County**.** We received 141 grant requests this year and were able to fund 25 projects and 12 scholarships, totaling $150,650.

This letter is intended to outline the terms and conditions of your acceptance of and agreement regarding the Carolina Farm Credit Corporate Mission Fund Grant (the "Grant"). It is important that you read these terms and conditions carefully, acknowledge your receipt of and agree to be bound by the same. Please sign one original copy of this agreement letter indicating that you have accepted the terms and conditions listed below. Please return the signed letter via email to Jocelyn Roten, Jocelyn.Roten@carolinafarmcredit.com, by **November 12, 2021.**

- The Grant may only be used for the project identified above as this project was described to us in your application, any related correspondence, submissions, or communications with us about the project. Your project was approved as submitted by a committee at Carolina Farm Credit. If you wish to make any changes to the project or spend the Grant in a different manner or on a different project, you must submit such request(s) to us in writing for approval by the committee. All changes must be submitted and approved prior to you taking any action.

- Your project should be completed by the end of the program, which is December 31, 2022. If your project is abandoned or not completed by the deadline, you agree to return any unused portion of the Grant, at the completion of the project or the end of the program, back to Carolina Farm Credit.

- By accepting the Grant, you agree to attend a banquet on May 11, 2022. This event will be located in Statesville, North Carolina at the Statesville Civic Center from 11:30am – 2:30pm. This event will recognize your project as well as those of the other recipients. The event will also be attended by distinguished guests and NC elected officials. Prior to the banquet, we will request from you a list of local officials you would like to attend, so we can extend an invitation to them.

- You agree to submit a brief report to us upon the conclusion of your project. Your report should include a summary of what the Grant accomplished and how your project contributed to the objectives of the fund, which include investing in the future of agriculture and enhancing and impacting the quality of life in rural North Carolina. Your report should also include a general accounting of how you spent the Grant. You also agree that you will provide any other information reasonably requested by us related to your project or the Grant. Please plan to include pictures and/or video of the project.

- By accepting the Grant, you are providing us with your express permission to use your name and logo, and the rights to any photographs, project information, project report, and any other materials you supply to us, without

FARM CREDIT
CAROLINA
P.O. Box 1827 (28687) • 146 Victory Lane (28625) • Statesville, N.C. • carolinafarmcredit.com
Phone: (800) 521-9952 & (704) 873-0276 • Fax: (704) 873-6900

further notice, in our publicity, press releases, and/or publications in any media (including but not limited to, print, online, and social media). You are not required to provide interim updates or status reports, but we encourage you to provide us with information and photographs regarding your project that we may use to share your project on our social media sites. Any information sharing will be at our sole discretion. You further agree that your own publications for the project will include a statement regarding the partial and/or full funding by Carolina Farm Credit. Your use of the Carolina Farm Credit name, logo, or other trademarks must be approved by our Marketing Department prior to use. Contact the Marketing Department to receive a logo in the format you require for publications.

- You understand that the Grant is for the project applied for only and does not imply or create any additional obligations or a commitment to provide any future funding for this or any similar projects by you. We reserve the right to terminate this agreement and request a return of the Grant for your failure to comply with this agreement letter or any misallocation of the Grant or misrepresentation on your part.

Congratulations on being selected for this Grant! I look forward to hearing more about the great things you are doing.

Sincerely,

Vance C Dalton Jr

Vance C. Dalton, Jr.
President and CEO

VCD/jkr

ACCEPTED AND AGREED TO:

Maggie G. Hamm
_____ Date 11/4/2021

Margaret G. Hamm
SVP, Chief Marketing Officer

_____ Date _____

Grantee

_____

Grantee Title

_____

Grantee Organization

Carolina Mission Fund Grant

Each year, Carolina Farm Credit supports organizations with grants of up to $5,000 to help in their endeavors and to further the future of agriculture in our region of North Carolina.

Fund Mission & Objectives

The Fund's mission is to build strong partnerships and alliances, leveraging the resources within the fund to preserve and promote the farmer, the family, and our rural communities. The Fund has two main objectives: to invest in the future of agriculture and to enhance and impact the quality of life in rural North Carolina.

Please provide a brief summary of your organization including the history, organization description, mission and goals (500 character limit): *

N.C. Cooperative Extension, Rowan County Center strives to work with all local small ruminant producers to share the knowledge generated through both North Carolina State University and local research to farmers to further enhance the growing small ruminant industry in North Carolina. The organization's mission is to help individuals, families and communities put research-based knowledge to work for economic prosperity, environmental stewardship and an improved quality of life.

Please describe the population and geographic area served (250 character limit): *
N.C. Cooperative Extension strives to work for all the citizens in the county served. This project is focused on serving all small ruminant producers in Rowan County in a new and growing industry.

Please provide the purpose and description of your project including who it will benefit (1,500 character limit): *
According to the USDA 2017 Census, Rowan County ranks 4th in the state for small ruminant inventory with approximately 3,300 head of sheep and goats. The purpose of this project is to purchase an enclosed cargo trailer that producers in Rowan can utilize when needing to haul the equipment rented from the office. This will mainly be used for transportation of the small ruminant equipment to field days and workshops.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Alyssa Harris, Public Health Director
DATE:	11/05/2021
SUBJECT:	Memo to BOC - Debt Write-Off for RCHD

In June 1998, Rowan County Board of Commissioners adopted the Rowan County Health Department Fee Policies. The policy states as follows, "Outstanding accounts having no payment activity in the last 12 months shall be placed in an inactive status. Any activity in the account shall reinstate the debt for further collection efforts."

ATTACHMENTS:

Description	Upload Date	Type
BOC_Debt Write Off 2021	11/5/2021	Backup Material

Alyssa L. Harris, MPH
Public Health Director

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

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

To: Rowan County Board of Commissioners
From: Alyssa Harris, Health Director
June Miller, Medical Records and Revenue Supervisor
Date: 10/09/2021
Re: Debt Write Off 2020-2021

Situation:
The Rowan County Health Department has completed debt write off preparation for 2020-2021 fiscal year.

Background:
In June 1998, Rowan County Board of Commissioners adopted the Rowan County Health Department Fee Policies. The policy states as follows, "Outstanding accounts having no payment activity in the last 12 months shall be placed in an inactive status. Any activity in the account shall reinstate the debt for further collection efforts."

Assessment:
We request that the debt write off policy be applied to the following services rendered.

- Primary Care Program - $1,123.52
- Family Planning Program - $129.40
- Maternal Health Program - $7,782.80
- Child Health Program - $1,303.23

Recommendation:
Despite repeated statements and numerous attempts to collect these debts, there has been no activity in the above referenced accounts since June 2020. Therefore, we respectfully request that Rowan County Board of Commissioners approve these write offs totaling $10,338.95 for 98 accounts.

- Fiscal year 2019-2020 there were 198 accounts totaling $23,799.53
- Fiscal year 2018-2019 there were 421 accounts totaling $15,566.28
- Fiscal year 2017-2018 there were 428 accounts totaling $15,651.79

This requested was reviewed and approved by the Board of Health during the Tuesday, October 12th, 2021 meeting.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 11/7/21
SUBJECT: Approval of Contract with City of Salisbury for Radio Fees

---

Rowan County would like to enter into an agreement with the City of Salisbury for monthly radio fess of $10 per radio per month. The County currently has 1,504 radios. The total cost for Fy22 will be $180,480.

Attached is the proposed contract with City of Salisbury.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a contract with the City of Salisbury for Radio Fees for a cost not to exceed $180,480.

ATTACHMENTS:

Description	Upload Date	Type
Radio Fees City of Salisbury	11/7/2021	Cover Memo

704-638-5399

SERVICE AGREEMENT

ROWAN COUNTY

1415 S. MLK Jr Ave
Salisbury, NC 28144

OFFICE USE ONLY	
SERVICE MGT APPROVAL	
FIN	
LO	
PR	

DATE: 28-Feb-21

CUSTOMER/AGREEMENT NUMBER

CUSTOMER NAME: Rowan County, NC

SERVICE LOCATION: Salisbury

ATTN: Allen Cress

CUSTOMER #:

BILLING ADDRESS: 1090 Corporate Center Dr — Dept. TELECOM

CITY / STATE / ZIP: Salisbury NC 28146

CUSTOMER CONTACT: Allen Cress
CUSTOMER PHONE #'s: 704-216-8510
Fax # -

CONTRACT START DATE: 7/1/2021

AUTOMATIC RENEWAL: [X] YES [ ] NO

EXPIRATION DATE: 06/30/22

QTY	DESCRIPTION & SERIAL NUMBERS	TYPE OF SERVICE: CUSTOMER LOCATION	TYPE OF SERVICE: SERVICE CENTER	TYPE OF SERVICE: 24 Hour EMERG. *	MONTHLY SVC AMOUNT: PER UNIT	MONTHLY SVC AMOUNT: EXTENDED
1504	Monthly User Fees for				10.00	15,040.00
	Rowan County					
	Radio use					
98	EMS					
1056	FD					
8	AIRPORT					
8	PARKS					
310	SHERIFF					
10	LIBRARY					
14	HEALTH					
					MONTHLY	

TOTAL PER YEAR	180480.00
TAXES	
TOTAL	180480.00

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS.

SPECIAL INSTRUCTIONS:

For Service Call **TELECOM**

City of Salisbury
Telecom Division
1415 S. MLK Jr Ave
Salisbury, NC 28146
704-638-5399 for service

PAYMENT CYCLE:
- [ ] ANNUALLY
- [ ] QUARTERLY
- [X] MONTHLY
- [ ] OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

TAX EXEMPT:
- [ ] YES, ATTACH EXEMPT CERTIFICATE
- [ ] NO

[ ] NEW AGREEMENT [ ] SUPERSEDE AGREEMENT NUMBER(S):

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? [ ] YES ATTACHED P.O. # [ ] NO

Service Agreements can be canceled at any time with 30 day written notice.

Henry L. Bull 704-638-5399
CITY OF SALISBURY - TELECOM REP. (SIGNATURE) TELEPHONE #

WHITE COPY - CITY OF SALISBURY - TELECOM DIVISION

SECOND WHITE COPY - CUSTOMER

COLOR COPY- ACCOUNT REPRESENTATIVE

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 11/7/21
SUBJECT: Approval of Task Order with REI for Engineering Services for Courthouse Roof Replacement

---

Rowan County has a current master agreement with REI and would like engage in a task order for engineering services for courthouse roof replacement. Local procurement policy and NCGS 143-64.31 allows for the County to enter into a contract for engineering services under $50,000 without doing the RFQ process. REI will also complete and perform the bid process and provide support during the construction phase once awarded. REI proposes a cost of $34,900 for this task order.

Attached is the proposed contract with REI and the original master agreement.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into an agreement with REI for a task order to provide engineering services for courthouse roof replacement for a cost not to exceed $34,900.

ATTACHMENTS:

Description	Upload Date	Type
REI Task Order Courthouse Roof	11/9/2021	Cover Memo
Master Agreement REI	11/7/2021	Cover Memo

REI ENGINEERS

1927 J.N. PEASE PLACE, SUITE 201, CHARLOTTE, NC 28262
PHONE 704.596.0331 FAX 704.596.0533

November 21, 2021

Rowan County
Facilities, Maintenance & Parks
425 Airport Road
Salisbury, NC 28147

Attention: Mr. Don Bringle
Director

Reference: **Task Order**
Engineering Services for Contract Documents and Construction Administration
Courthouse Roof Replacement
REI Proposal No. P19CLT-021

Dear Mr. Bringle:

In response to our recent discussions, we are pleased to submit this task order for your consideration. The roof areas outlined in this proposal include all roof areas totaling approximately 12,225 square feet of the above referenced facility located at 210 N. Main Street, Salisbury, NC 28144. The following is an outline of the proposed services for Contract Documents and Construction Administration:

I. CONTRACT DOCUMENTS

A. Conduct the site visit(s) to develop detailed Contract Documents for the subject building.

B. Extract roof samples to identify roof system composition and condition. Submit samples for testing to determine the presence or absence of asbestos containing materials on each bituminous roof area. Cored locations to be repaired with compatible materials.

C. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:

1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.

D. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD).

E. Prepare technical specifications of the removal or other preparation of the existing roofing system(s) and installation of the insulation, roof system(s) and sheet metal for the building.

F. Issue preliminary Contract Documents for Owner review. Upon acceptance, final Contract Documents will be prepared and submitted.

G. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws and/or submit names of three or more qualified Contractors to bid the Contract Documents.

H. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.

I. Bids shall be analyzed and a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

II. CONSTRUCTION ADMINISTRATION

A. Complete Owner's recommended Form of Agreement between Owner and Contractor and submit to Owner and Contractor for acceptance.

B. Issue "Notice to Proceed" with Date of Commencement and construction period established.

C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to contractor as required until compliance with specifications is realized.

D. Hold a pre-construction meeting with the successful contractor to ensure a clear understanding of the plans and specifications.

E. Perform quality assurance site visit once every five working days, Monday through Friday, to verify work is in compliance with the Contract Documents. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and covered while REI is not onsite.

F. Prepare and submit reports from each quality assurance site visit relaying information pertaining to weather, area worked, application methods, material types installed during the site visit, and listing of non-conforming items requiring Contractor's correction.

G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.

H. Route any change orders developed to address changes to the contract requirements.

I. Upon notification by the contractor that the job is substantially complete, a substantial completion inspection will be conducted with REI, Owner, Contractor and Manufacturer personnel. A punch list will be prepared to list any minor items that require further treatment.

J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. A final inspection report will be submitted upon verifying completion or if necessary, an additional punch list will be prepared.

K. Upon completion of work, verify compliance of warranties and forward to Owner with close out documents and final billing.

L. Conduct a two-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

III. PROPOSED SCOPE OF WORK

A. Remove existing roof system down to the existing structural deck and provide new insulation system and new roof system along with sheet metal flashing and accessories to provide a complete, watertight, 20-year warrantable roof assembly. Recommended replacement system will be submitted to Owner for review following completion of site visits.

IV. OPINION OF PROBABLE CONSTRUCTION COST/ENGINEERING FEES

A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Roof Replacement	$367,000.00
Contingency Allowance	$20,000.00
Subtotal	$387,000.00

Engineering Fees:

Contract Documents	**$19,400.00**
Construction Administration	**$15,500.00**
Subtotal	**$34,900.00**

Total Project Cost $421,900.00

V. PROJECT SCHEDULE

A. Preliminary Contract Documents shall be completed within sixty (60) days of Notice to Proceed. Final Contract Documents shall be completed and sealed within fourteen (14) days of receipt of comments.

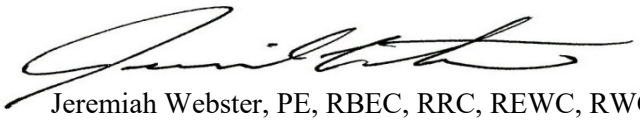
B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This work is expected to take thirty (30) calendar days.

If this task order meets with your approval, please sign and return. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

REI Engineers



Jeremiah Webster, PE, RBEC, RRC, REWC, RWC, RRO, FMPC
Director of Technical Services

Task Order Acceptance:

Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under the Design Agreement:

1. Aaron Church – County Manager
2. James Howden – Finance Director
3. Anna Bumgarner – Purchasing Director

Rowan County _____
Client

_____
Printed Name

_____
Title

_____
Signature

_____
Date

Amendment to Master Service Agreement

This Amendment No. 1 to the Master Service Agreement is entered into and effective this 14th[th] day of August 2019, by and between Rowan County, Salisbury, NC hereinafter referred to as Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Charlotte, NC 28269 hereinafter referred to as REI. REI will provide professional services for tasks related to Civil Engineering services for Client on an as needed basis from April 1, 2019 to March 20, 2022 as referenced in the Master Service Agreement.

ACCEPTED FOR

REI Engineers, Inc.

Witness _____ By: _____

David Madonia, Executive Vice President
(Name and Title)

Date: 08/14/2019

ACCEPTED FOR

Rowan County, Salisbury, NC

Witness _____ By: _____

AARON CHURCH, COUNTY MGR
(Name and Title)

Date: 11-5-19

REIEN-4 OP ID: CG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2019

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

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

PRODUCER Hartsfield & Nash Agency, Inc. Post Office Box 1109 Wake Forest, NC 27588 Lorie Borrelli, CIC, AAI 919-556-3698	CONTACT NAME: Lorie Borrelli, CIC, AAI PHONE (A/C, No, Ext): 919-556-3698 FAX (A/C, No): 919-556-8758 E-MAIL ADDRESS: connie@hartsfield-nash.com
INSURED Roof Engineering Inc REI Engineers, Inc 9121 Anson Way Ste 100 Raleigh, NC 27615	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Companies — 10677 INSURER B : Travelers Property & Casualty — 36161 INSURER C : Endurance American Specialty — 41718 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ENP0196990	06/01/2019	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			EBA0196990	06/01/2019	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ENP0196990	06/01/2019	06/01/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6K8158301947G	06/01/2019	06/01/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional & Pollution Liab			DPL10002229409	06/01/2019	06/01/2020	Per Claim Aggregate	3,000,000 3,000,000

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

CERTIFICATE HOLDER

ROWA130

Rowan County
130 West Innes Street
Salisbury, NC 28144

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Master Service Agreement

Rowan County, Salisbury, NC hereinafter referred to as Client, hereby offers the following proposal for retention of REI Engineers, Inc., 1927 JN Pease Place, Charlotte, NC 28269 hereinafter referred to as REI, on an as needed basis from April 1, 2014 to March 30, 2019 to provide professional services for tasks related to Civil Engineering services.

The following terms apply to this Agreement:

1. Professional services will be retained as an independent contractor, not as an employee of Client or the State of North Carolina.

2. Each task for which services are required will be separately discussed and negotiated to resolve the scope of the task, work schedule, coordination requirements, review procedures and fee(s).

3. Any plans, specifications or studies developed under this agreement will conform to the requirements of the latest edition of the North Carolina Construction Manual.

4. The design fee, including travel and other direct costs, will be agreed upon prior to the undertaking of services. Payments will be as negotiated and as set forth in future specific task contracts. In accordance with General Statute 142-328 payment for services cannot be made in advance. Violations will require restitution to the State and may result in the termination of the Agreement and/or criminal prosecution.

5. In the event that the scope of required services is not adequately defined prior to beginning the task, compensation may be paid on an hourly basis against an estimated total design cost. The total hourly compensation cannot exceed the estimated total design cost without prior written approval. Hourly compensation rates will be subject to approval prior to the start of the work.

6. This Agreement may be terminated in writing at any time by either party without penalty.

The procedures for execution of a task contract are as follows:

1. Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under your Design Agreement:

   Gary L. Page Leslie E. Heidrick David Sifford

2. A time will be scheduled when you can visit the site of the work and discuss the scope for the task.

3. A proposal that will summarize your understanding of the task, construction cost estimate, a schedule for the work and fee that you will require to complete the task, will be submitted to Client in writing.

TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

ARTICLE 1. SERVICES: REI WILL:

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE TASK.

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.

1.4 Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law.

1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE TASK.

2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.

2.3 Furnish right of entry onto THE TASK site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE TASK.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

ARTICLE 3. GENERAL CONDITIONS:

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE TASK customarily vested in THE TASK architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of THE TASK or the failure of any contractor or subcontractor to construct any item on THE TASK in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the task, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

ARTICLE 4. INSURANCE:

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE TASK. CLIENT agrees, therefore, to include, or cause to be included in THE TASK'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE TASK contractor as CLIENT

deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with TASK requirements.

ARTICLE 5. LIMITATIONS OF LIABILITY:

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of $10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 6. PAYMENT:

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

ARTICLE 7. EXTENT OF AGREEMENT:

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

ARTICLE 8. MEDIATION:

8.1 In an effort to resolve any conflicts that arise during the design or construction of the task or following the completion of the task, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the task and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ARTICLE 9. CERTIFICATE OF MERIT:

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

ARTICLE 10, BIOLOGICAL GROWTH:

Client releases REI from any and all claims Client and Client's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Client's Building.

ACCEPTED FOR

REI Engineers, Inc.

Witness _____ By: _____ - Vice President
(Name and Title)

Date: 5/2/14

ACCEPTED FOR

_____

Witness: _____ By: _____
(Name and Title)

Date: 4/21/14

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

_____
FINANCE DIRECTOR

Exhibit A
REI ENGINEERS
2014 Standard Fee Schedule

A. PERSONNEL AND EQUIPMENT CHARGES

1. Personnel Charges*

a. Professional Engineer/Registered Consultant.....$155.00/hr.
b. Task Manager.....$115.00/hr.
c. Technician.....$70.00/hr.
d. Draftsman (includes AutoCAD time).....$55.00/hr.
e. Clerical.....$45.00/hr.

* Depositions and court at time and one-half. Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum technician charge for site visits is four hours.

2. Miscellaneous Charges

a. Mileage..... $0.60/mile
b. Per Diem.....$90.00/day
c. Expenses..... Cost ÷ 0.8

B. FIELD TESTING

1. Roof Cores.....$ 40.00/ea
2. Asbestos Testing.....$ 50.00/ea
3. Factory Mutual 1-52 Negative Pressure Test..... Refer to Testing Fee Schedule**
4. Infrared Moisture Survey..... Refer to Testing Fee Schedule**
5. Roof Condition Survey..... Refer to Testing Fee Schedule**

** Provided upon request.

C. CONTRACT DOCUMENTS

1. Lump sum, percentage or not-to-exceed..... As quoted

D. GENERAL

1. Task specific work will be performed as quoted.

EXHIBIT B

REI STANDARD FEE SCHEDULE

CONTRACT DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE SHEDULE

Estimated Construction Cost (ECC)	Design Fee % of ECC	Construction Admin. % of ECC	Total Fee % of ECC
$0 - $50k	8.00%	5.00%	13.00%
$50k - $250k	6.50%	4.50%	11.00%
$250k - $500k	5.00%	4.00%	9.00%
$500k - $700k	5.00%	3.00%	8.00%
$700k & Above	4.75%	3.00%	7.75%

1. Fees will vary and based on individual client needs.

EXHIBIT C
REI STANDARD FEE SCHEDULE
ROOF CONDITION OBSERVATION FEE SCHEDULE

*The costs listed below include but are not limited to the following services:

Roof review to determine existing conditions and system compositions

Full report including photographs, findings, recommendations, conclusions, estimated repair/replacement costs and a roof plan indicating survey area(s)

ROOF AREA (Square Feet)	PER SQUARE FOOT $ + (BASE COST)
UP TO 40,000	0.00 + $1,800
40,100 TO 200,000	0.03 + $800.00
200,100 TO 500,000	0.025 + $2,000.00
500,100 AND UP	0.02 + $5,000.00

NOTES

1. Travel fees may apply.
2. Contractor services will be billed as an additional expense.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 11/7/21
SUBJECT: Approval of Lease with Bank of America for ATM

Rowan County would like to enter into a lease with Bank of America for them to lease space at West End Plaza for an ATM. This is the second amendment to the lease agreement dated July 25, 2001. The renewal term is effective January 1, 2022 and will be for five (5) years ending December 31, 2026 for an amount of $1,100 monthly.

Attached is the proposed lease with Bank of America.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a contract in substantial form as attached with Bank of America for five (5) years for a lease amount of $1,100 per month payable to the County.

ATTACHMENTS:

Description	Upload Date	Type
Bank of America Lease	11/7/2021	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

SECONBD AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made as of the ___ day of _____, 2021, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and Bank of America, NA, a National Association authorized for banking in North Carolina ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 25th day of July, 2001 ("Lease") for an approximately 100 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, with a Primary Term of five (5) years and provided for two (2) additional Options to Renew each for five (5) years, all having previously expired on January 10, 2017; and

WHEREAS, Landlord and Tenant entered into a First Amendment dated the 5th day of December, 2016 that extended the Lease Term through December 31, 2021 and provided for two (2) additional options to extend the Term for five (5) years each; and

WHEREAS, Tenant has requested by its October 22, 2021 written notice to exercise the first renewal option to extend, and Landlord and Tenant now desire to extend the Lease Term upon terms and conditions as amended herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. All notices as required in Article 12 Option to Renew are hereby waived by Landlord.
2. The Extended Term shall be effective January 1, 2022, shall be for a term of five (5) years, and shall extend through December 31, 2026.
3. Tenant shall have one (1) remaining Option to Renew for an additional five-year Term provided Tenant provides Landlord written notice of its intent to renew at least thirty (30) days prior to the expiration of the Extended Term or any Renewal Term hereinabove.
4. Basic Rent for the Extended Term and Renewal Terms shall be as follows:
    a. One thousand one hundred and no/100 Dollars ($1,100.00) for the this first Renewal Term; and
    b. One thousand one hundred fifty and no/100 Dollars ($1,150.00) for the second Renewal Term.
5. Both Landlord and Tenant warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.

6. Except as expressly modified and amended by this Second Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic

BY:

_____

Its: Manager/Chairman

TENANT: BANK OF AMERICA, NA

BY:

_____

Its: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Commissioner Judy Klusman
DATE: November 8, 2021
SUBJECT: Vaya Health Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	11/8/2021	Cover Memo

TO: Board of Commissioners
FROM: Commissioner Judy Klusman
DATE: November 8, 2021
SUBJECT: Vaya Health Board Appointment

Vaya Heath has requested that the Board of Commissioners vote on two (2) Regional Board representatives. One is required to be a County Commissioner. The other must meet the following criteria: a county commissioner, county manager, department of social Services director, public health director or law enforcement representative.

I would like to ask the Board of Commissioners to consider appointing Commissioner Mike Caskey and myself for one (1) three (3) year term.

MOTION: Move to appoint Commissioner Mike Caskey and Commissioner Judy Klusman to the Vaya Health Board.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	County Attorney Jay Dees
DATE:	November 9, 2021
SUBJECT:	Conservation Easement Appraisal

As part of our prior approval of a Resolution Supporting a sewer connection in the Grant's Creek Conservation Easement area, Rowan County needs to engage an appraiser for a "letter opinion" on the value of our current Grants Creek Conservation Easement as it exists now and the value after amending the same to allow the sanitary sewer connections for the new residential development that is the subject of our recent Resolution adopted last Monday. I intend to engage Scott Whittington, local licensed appraiser, to provide the letter opinion. I anticipate the services will cost less than $1000.00.

Andy Abramson, attorney for Three Rivers Land Trust provided the requirements for amending current easement agreements and an appraisal is needed for the Three Rivers Land Trust to consider the amendment at its December board meeting. The matter is time sensitive because the developer has indicated that it will move away from the project if there is no resolution from the Land Trust by its December meeting.

Requested action: Motion to approve engaging the services of Scott Whittington, licensed appraiser, to provide a letter opinion related to the value of the amended easement for the Grant's Creek Conservation easement for less than $1000.00.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: November 9, 2021
SUBJECT: Continuation of Opioid Settlement Documents

Attached are registration documents for the County to register for various settlements within the overarching master settlement agreement.

ATTACHMENTS:

Description	Upload Date	Type
Participation Form Distributors NC	11/10/2021	Cover Memo
Participation Form J&J (Jansen) NC	11/10/2021	Cover Memo

Settlement Participation Form

Governmental Entity:	State: North Carolina
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form

Governmental Entity:	State: North Carolina
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	County Attorney Jay Dees
DATE:	November 9, 2021
SUBJECT:	NCDEQ Access to Rowan Mill Road Properties

Kevin Arnold, NCDEQ, requested access to two (2) of our properties on Rowan Mill Road for the purpose of sampling water and testing related to our closed landfill at the airport. These two properties were acquired as Runway Protection Zone properties. One is occupied by a tenant, and we will work with her to get access to the water faucets. We are looking at the other property today to determine its status.
In the meantime, I am respectfully requesting that the attached cover letter and Access Agreement for the two properties at 1100 and 1205 Rowan Mill Road be added to the next November 15 regular Board meeting. There is no cost to the county and the duration of the access is for the one-time sampling and testing.

ATTACHMENTS:

Description	Upload Date	Type
Well Sampling Letter	11/10/2021	Cover Memo

ROY COOPER
Governor

NORTH CAROLINA
Environmental Quality

MICHAEL SCOTT
Director

October 20, 2021

Rowan County
130 West Innes Street
Salisbury, NC 28144

Re: Property Access and Water Supply Well Sampling
1100 Rowan Mill Road / 564902988028
1205 Rowan Mill Road / 564902981057
Salisbury, Rowan County, NC
Rowan County Landfill
Landfill ID# NCD980557748

Dear Property owner:

The North Carolina General Assembly created a program to assess and remedy public health and environmental hazards posed by old landfills and dumps that existed before there were regulations preventing hazardous materials dumping. The Pre-Regulatory Landfill (PRLF) Unit in the Inactive Hazardous Sites Branch oversees this program. This letter is to make you aware of this program and to request your cooperation in relation to the State conducting sampling and testing of water supply wells around old landfills and dumps.

As part of this sampling event, the PRLF Unit requires access to your property to collect a well water sample. Sampling of water supply wells is necessary to determine the presence and extent of any contamination present and thus provide for the safety of the families, occupants and visitors to properties being tested.

This sampling will be performed by a PRLF Unit contractor at no cost to you. You do not have to be present to have your well sampled. Samples will be collected from either a faucet at the well or on the exterior of your home. The laboratory results will be forwarded to you as soon as possible.

Please note that NC DEQ staff are authorized to enter any property at reasonable times for the purpose of investigating a release of hazardous substances or the condition of any waters of the State, including groundwater, pursuant to sections 143-215.3(a)(2) and 143-215.79 of the North Carolina General Statutes. Preventing NC DEQ from accessing property in order to evaluate or address contamination can in some cases result in the property owner being held responsible for addressing the contamination. In many cases those costs can be quite substantial.

Please sign the enclosed form and return it to our office within 14 days or as soon as possible. Alternatively, you may contact me by email at Kevin.Arnold@ncdenr.gov to provide the same acknowledgement. If you decline access to sample your well, you are advised to have it tested for 1,4-dioxane, volatile organic compounds and semi-volatile organic compounds by a private laboratory or the local county health department. The private lab or county health department will likely charge a fee for this sampling.

We appreciate your cooperation. Please contact me at (919) 218-1258 or by email at Kevin.Arnold@ncdenr.gov if you have any questions.

Sincerely,



Kevin Arnold
Project Manager

Pre-Regulatory Landfill Unit
Inactive Hazardous Sites Branch, NC Superfund Section
Division of Waste Management, NCDEQ
1646 Mail Service Center
Raleigh, NC 27699-1646

PROPERTY ACCESS & SAMPLING PERMISSION

I am the owner of the properties located at 1100 and 1205 Rowan Mill Road.

o YES. I grant the Division of Waste Management and/or its contractors permission to access my property and collect samples as indicated below from my property.

o NO. I do not grant the Division of Waste Management and/or its contractors permission to access my property and collect samples from my property.

Please also respond to the following:

- How many wells are on your property? _____
- Are the well pump(s) operational in all? Yes or No (circle one)
- Does any well on your property have a treatment system? Yes or No (circle one)
- How is the water from the well(s) on your property used? _____
  (example: drinking/cooking, irrigation, other household uses)

We will be testing the samples for the following:

Analyses: 1,4-dioxane, volatile organic compounds and semi-volatile organic compounds

_____ _____
(Print Name) *(Telephone Number)*

_____ _____
(Signature) *(Date)*

Please return this signed form in the enclosed envelope or by email to:

Kevin Arnold
Kevin.Arnold@ncdenr.gov
Pre-Regulatory Landfill Unit
Inactive Hazardous Sites Branch, NC Superfund Section
Division of Waste Management, NCDEQ
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Micah Ennis, Social Services Director
DATE:	11/8/2021
SUBJECT:	RCDSS FY21 Annual Report

Please find the attached FY2021 Annual Report of the Rowan County Department of Social Services for your review. DSS occupies a total of 6.4% of the FY2021 county budget (just under 10M) and delivers statutorily required programs and services that bring 322M dollars of state and federal resources to eligible Rowan County beneficiaries. These benefits are used at local grocery stores and pharmacies, medical and therapeutic providers, utility and housing providers, and myriad other vendors of products and services. These dollars also represent those used to serve children and adults determined in need of protection.

We appreciate the partnership of our Board of Commission, County Manager, and the public and private leaders in the service of Rowan County citizens.

The Social Services Director and the Senior Leadership Team are happy to be available to answer any questions about our report or gather any additional information our Board of Commission or County Manager requests.

ATTACHMENTS:

Description	Upload Date	Type
RCDSS FY21 Annual Report	11/8/2021	Exhibit

2020-2021 Annual Report

ROWAN COUNTY DEPARTMENT of SOCIAL SERVICES

Be an original.

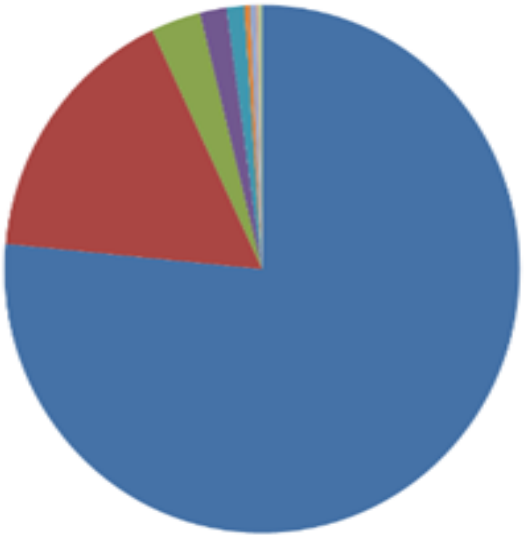
Our Mission

We partner with our community, strengthening the quality of life for our citizens by protecting individuals, families and those who are economically vulnerable while being accountable and outcome focused.

Our Vision

We Provide, Protect, and Serve with Excellence.

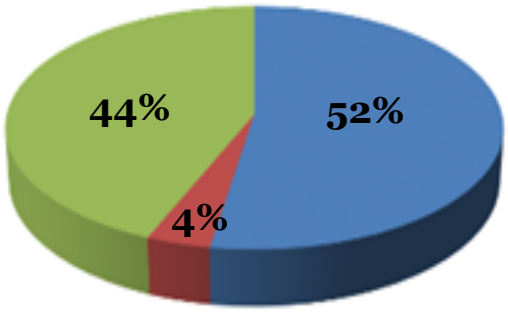
TOTAL AMOUNT OF BENEFITS ISSUED



- Medicaid $246,595,340
- Food and Nutrition $53,094,489
- Child Support Collections $10,057,028
- Day Care (Adult and Child) $5,410,333
- Foster Care/Adoption Assistance/LINKS $3,543,295
- Special Assistance and In Home Aide $1,147,862
- Energy and Crisis $1,149,814
- Work First $441,754
- Medicaid Transportation $801,584
- Community Sponsored Programs $13,022

Total $322,254,521

COSTS FOR ADMINISTERING PROGRAMS



- Federal $9,194,155
- State $657,496
- County $7,639,366

Total $17,491,017

*all data unduplicated unless otherwise specified

Children's Services

Child Protective Services (CPS)

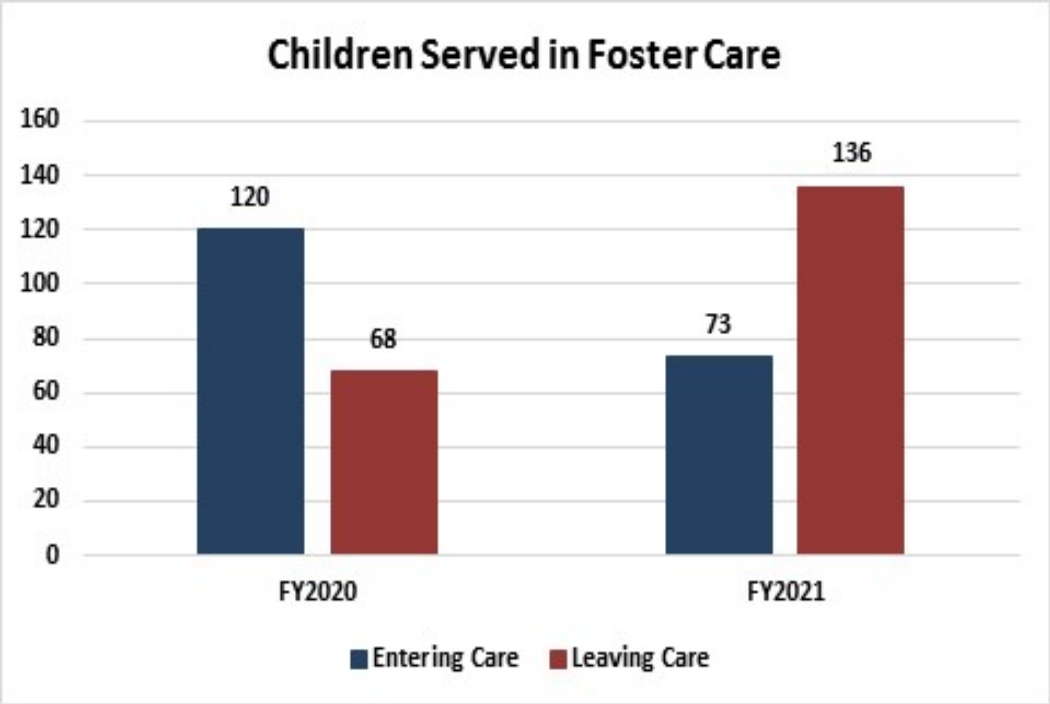
CPS is responsible for receiving, screening, assessing reports of alleged abuse/neglect/dependency.

- received 2,741 reports of abuse, neglect or dependency
- accepted and assessed 1,860 reports
- average of 106 children per month received in-home (mandatory) services

Foster Care Services

Foster care is a temporary living arrangement for children whom the courts have deemed in need of protection from abuse or neglect by a caretaker. Foster Care services must be provided to any child for whom the court has ordered a DSS legal responsibility and a child is placed in a licensed foster home, relative placement, or licensed facility.

- 32 licensed foster homes in Rowan County
- 255 children were served in fiscal year 2021 with an average of 185 children in care each month
- total expenditure for the year was $2,272,016 with $598,943 paid to Rowan County providers



Adoption Program

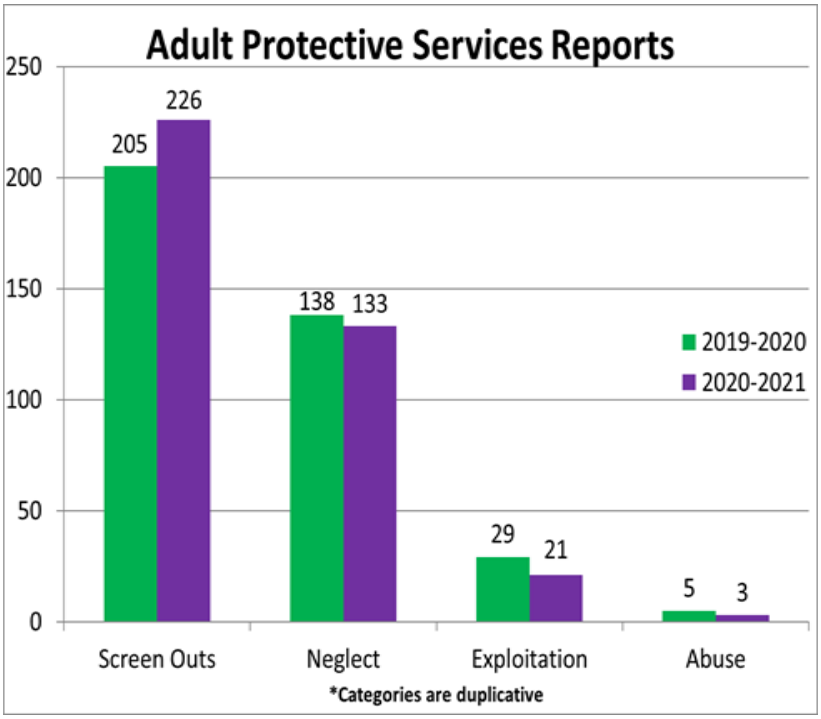
Adoption Services connects families interested in adoption with children in need of a permanent home.

- 14 children were adopted from DSS custody
- 14 step-parent / relative / independent adoption studies were completed

Adult Services

The Division of Aging and Adult Services works to promote the independence and enhance the dignity of North Carolina's older adults, persons with disabilities and their families through a community-based system of opportunities, services, benefits and protections.

- received 368 reports of abuse, neglect or exploitation of adults
- 142 reports were accepted and evaluated for the year
- 139 adults were served via Preventive Outreach
- Director is Guardian of Person for 62 clients
- 14 Adult Care Home Providers in Rowan County served up to 168 residents
- served an average of 11 adults per month on Special Assistance In-Home
- served an average of 64 adults per month with In-Home Aide services
- served an average of 17 adults per month with Adult Day Care services



Child Support

Title IV-D of the Social Security Act of 1974 created child support programs in the states. The NC Child Support Services program was established to ensure that both parents will be responsible for financial support of their children according to their abilities. Child support amounts are court-ordered and based upon the NC Child Support Guidelines, children's needs and parental incomes. NC Child Support Services in Raleigh receives, accounts for and distributes child support payments to custodial parties.

Rowan County Child Support:

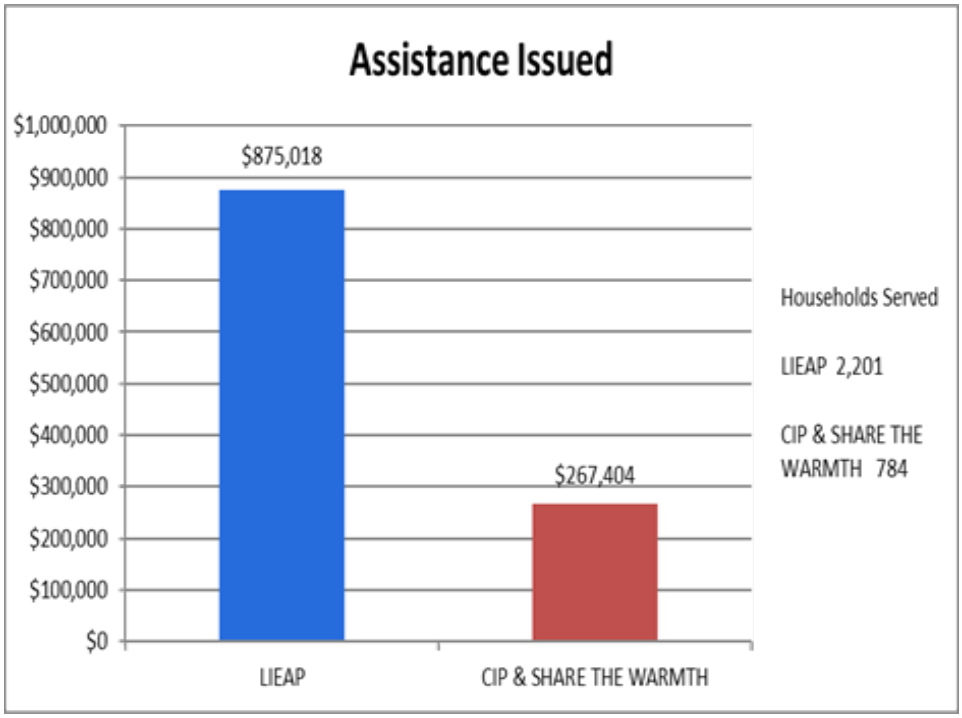
- collected $10,057,028 for children in fiscal year 2021;
- established paternity for 68 children;
- administered 5,716 cases ongoing, and
- referred about 15% of cases under management to court for judicial enforcement.

Economic Services

Heating/Cooling Assistance

The Economic Services Division serves as the county's safety net for the economic wellbeing for the county's most vulnerable citizens by offering an array of benefits to enable our citizens to meet their basic survival needs.

- Low Income Household Energy Assistance Program (LIHEAP)
- Crisis Intervention Program (CIP)
- Share the Warmth Program



Food and Nutrition Services

The Food and Nutrition Services Program is designed to promote the general welfare and to safeguard the health and well-being of the nation's population by raising the levels of nutrition among low-income households.

- $53,094,489 was issued to an average of 10,682 households per month in fiscal year 2021.
- New applications averaged 650 per month.

Crisis Intervention Program Impact

A citizen had a stroke and was unable to continue working. The loss of income, plus the medical bills, put her behind on her household utilities. She applied for CIP for herself and her teenage son. With the help of our agency she was able to get out from under the high balance on her energy bill. I will never forget my conversation with this citizen and her words of thankfulness for the blessing the program was for her and her family.

Economic Services Continued

Work First

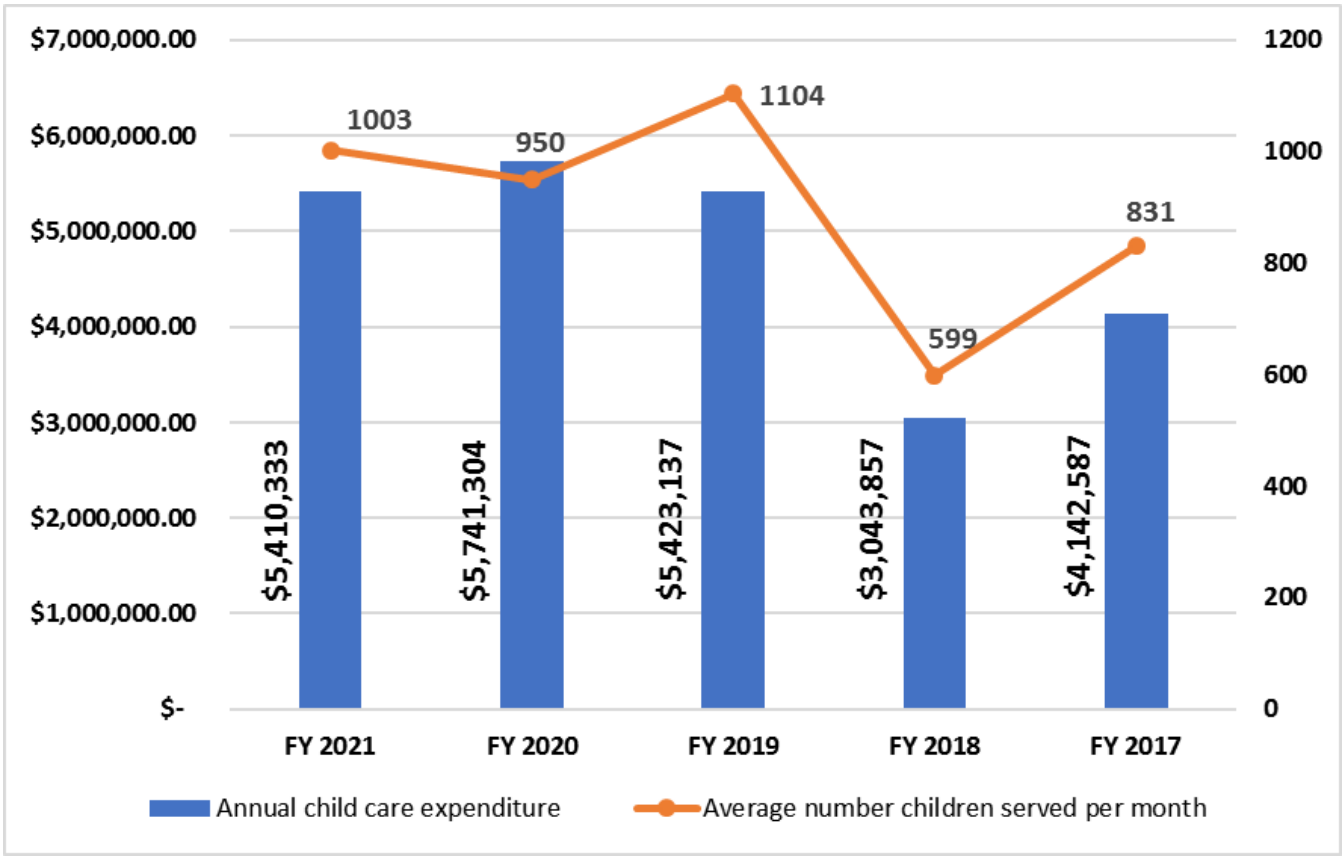
Work First is North Carolina's plan to help families avoid or reduce the need for public assistance, become self-sufficient and move into jobs. Work First is built upon the belief that all people have a responsibility to their families and community to work and provide for their children.

- average of 11 new applications per month
- served an average of 187 families per month
- average monthly payment was $198
- total expenditure for the year was $441,754
- provided Work First Emergency Assistance helping 14 families with shelter and utilities, totaling $5,187
- $2,205 was paid to assist clients in finding and keeping employment

Child Care

Day Care Assistance is a child care subsidy program for families who need help paying day care costs for their children from birth through 12 years old while they work or attend school. The Day Care Assistance program has limited funding, and children may be placed on a waiting list if funding is not currently available.

- 36 child care providers in Rowan County received subsidy



Medicaid

A program to assist eligible aged, disabled, blind, individuals, pregnant women, families and/or children with the cost of medical care.

- Medicaid serves low-income parents, children, seniors and people with disabilities.
- An average of 39,304 recipients per month were authorized for Medicaid in fiscal year 2021.
- New applications averaged 316 per month.

Medicaid Eligibility Categories

Aged, Disabled & Blind	$159,151,197
Family & Children	$76,818,982
Medicare Qualified	$2,264,831
NC Health Choice	$6,587,002
State Foster Home Children	$537,688
Undocumented Immigrants	$636,391
Documented Immigrants	$609,967
Refugees	$1
Claims Adjustments	-$10,719
Total Medicaid Provided	**$246,595,340**

Medicaid Transportation

Service provided by Rowan Transit System and taxi cab companies to Medicaid beneficiaries who need assistance in accessing transportation to and from medical appointments.

- $801,584 was paid to vendors and family members
- 24,718 trips were provided serving an average of 169 recipients per month

Community Sponsored Programs

- $13,022 in contributions from the community was used for the One Church One Child program.

Medicaid and Adult Services Program Impact

"I was just not a number, they honestly cared and care now. They were my life line. Literally all I had…Thank you for helping and saving my life because that is what they are doing. They are heroes. They get up and go out in the world and risk themselves to help others they don't even know. Those are the real Heroes. All of you. Thank you again!"

Rowan County Department of Social Services Outcomes

Adult Protective Services

- We provided protective services to 13 adults who were found to be abused, neglected, or exploited.
- In Adult Day Care and In Home Aide combined, 116 adults were served to remain safely in their own homes as long as possible or to allow their caregivers to work or have respite.

Child Protective Services

- Children in 98 cases received In-Home Family Services to ensure protection.
- Risk was reduced in 113 cases because of In-Home Family Services interventions.
- We filed 47 petitions to protect approximately 70 children from abuse, neglect, and/or dependency.
- 113 children were reunified with their parents or other family members/kin after receiving permanency planning services.

Fiscal Impact

The Department of Social Services spent 84% of our budgeted expenditures and received 102% of our revenues. We used 62% of the budgeted county funds. Remaining county funds at the fiscal year-end were $3,854,701.00. This amount was returned to the county for the General Fund.

63, 545 individuals were served through public assistance.



ROWAN COUNTY
NORTH CAROLINA
Be an original.

http://www.rowancountync.gov

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

50 copies were made with a cost of $0.08 per copy

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Scott Shelton, Vice President, Rowan EDC
DATE:	November 5, 2021
SUBJECT:	Public Hearing & Summary Presentation - EDC 'Project Bishop'

The Rowan EDC will give a presentation regarding an incentive request for 'Project Bishop.'

The company behind 'Project Bishop' is is considering our community as a potential location for their new facility.

If Rowan County were chosen, the project would create 1,000 jobs over the next three years. The company also estimates that it will invest approximately $400 million in new construction and equipment.

ATTACHMENTS:

Description	Upload Date	Type
Project Summary	11/5/2021	Cover Memo
Draft Incentive Agreement	11/5/2021	Cover Memo

November 4, 2021

ROWANEDC

PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC IMPACT SUMMARY

SUMMARY OF PROPOSED LOCATION OF PROJECT BISHOP IN ROWAN COUNTY

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

November 4, 2021

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Re: Summary of Proposed Location of Project Bishop in Rowan County

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed location of Project Bishop in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,

Scott Shelton

Scott Shelton
Vice President

Contents

1. **Project Description**
2. **Regulatory Approval Process**
3. **Requested Assistance**
4. **Model of County Revenue – 10 Year Horizon**
5. **Additional Project Impact**
6. **Closing**
7. **Draft Incentive Agreement**

1. Project Description

About The Company

The company behind Project Bishop is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States.

The Proposed Project

Project Bishop is evaluating locations to establish a new eCommerce Fulfillment Center facility within the southeastern region of the United States.

If our community were chosen, the company would create 1,000 new jobs over the next three years. Approximately 900 of these new jobs would be fulfillment-related positions. The remaining jobs would be comprised of supervisory and administrative positions.

The company would also invest approximately $400 million into the project through the construction of a new facility and the installation of major equipment. The majority of these improvements would be completed by early 2024.

2. Regulatory Approval Process

Zoned appropriately for the proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with both municipal and Rowan County staff to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Investment Grant Program

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all the criteria in the contract, a grant is then paid to the company. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be used to calculate the grant:

Grant Category	***Minimum Taxable Investment Required***	***Percentage of Paid Taxes Returned as a Grant***
Level 1 Grant	$5 million	75%
Level 2 Grant	$50 million	80%
Level 3 Grant	$100 million	85%

The company would typically qualify for a Level 3 Grant under this program, which would provide them a five-year grant equal to 85% of new taxes paid on the project. This is a highly competitive project with

the potential to have a substantial impact on our community. To strengthen Rowan County's chances toward securing this project, the Rowan EDC proposes that the Board of Commissioners consider extending the Investment Grant from five years to nine years.

- During the first five years, the company would receive a grant equal to 80% of the new taxes paid.
- During years six and seven, the company would receive a grant equal to 40% of the new taxes paid.
- During the final two years, the company would only receive a grant equal to 25% of the new taxes paid.

The length and terms of this incentive grant proposal for Project Bishop are identical to the ones contained in the incentive agreement that was approved by the Board on September 20th for NorthPoint Development's new planned speculative building on Webb Road.

Another project of note that was awarded an incentive grant for a term longer than the standard five years was Chewy. As you may recall, Chewy was awarded a ten-year grant at 80% for the first five years and 50% for the final five years.

Expedited Permitting Review

To make the company's permit approval process as smooth as possible, the Rowan EDC requests that the Board of Commissioners consider offering expedited local permitting review at no charge to the company. The fee for this service is normally $2,500.

We respectfully ask that the Board of Commissioners consider approving these requests. A 'Draft' copy of the proposed Incentive Agreement is attached.

Other Potential Assistance

The Rowan EDC is working with 'Project Bishop' to pursue a Job Development Investment Grant (JDIG) through the State of North Carolina. The JDIG program typically offers a performance-based, discretionary cash grant directly to new and expanding companies to help offset the cost of locating or expanding a facility in North Carolina.

We have also asked the State of North Carolina to consider applicable grant programs that could assist with any necessary infrastructure improvements to the company's potential site.

In addition, the China Grove Town Council will consider an incentive request for the project at a called meeting on November 16th.

4. Model of County Revenue – 10-Year Horizon

If Rowan County were chosen, construction of Project Bishop's new facility would begin in early 2022 with substantial completion by the end of 2023. Operations at the facility would commence in early

2024. The overall investment timeline is based on information provided to the Rowan EDC by the company's consultants.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- $160 million of new construction and equipment installation occurs prior to December 31, 2022
- $175 million of additional construction and equipment installation occurs prior to December 31, 2023
- The project is complete by December 31, 2024, with a total investment of $400 million
- Depreciation for business personal property was estimated using the State of North Carolina's 2021 Depreciation Schedule A
- Ten-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During the first five years of the proposed incentive, Rowan County would collect $9,612,651 in revenue and provide incentive grants totaling $7,690,120. The County would retain $1,922,531 of revenue during this five-year period.

- During years 6 and 7 of the proposed incentive, Rowan County would collect $3,238,188 in revenue and provide incentive grants totaling $1,295,275. The County would retain $1,942,913 of revenue during this two-year period.

- During years 8 and 9 of the proposed incentive, Rowan County would collect $2,311,113 in revenue and provide incentive grants totaling $577,778. The County would retain $1,733,335 in revenue during this two-year period.

- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated $15,845,750, disburse grants totaling $9,563,173 and retain an estimated $6,282,577 of new revenue.

COMPARISON – STANDARD LEVEL 3 GRANT vs. PROPOSED 9-YEAR INCENTIVE

- If this project were awarded a standard Level 3 Grant (5 years at 85%), Rowan County would collect the estimated $15,845,750 in revenue, disburse grants totaling $8,170,753 and retain $7,674,997.

- By awarding the proposed nine-year incentive instead of a standard Level 3 Grant, Project Bishop would receive an additional $1,392,420 in grants. This is a difference of approximately 17.04% versus the standard Level 3 Grant.

Project Bishop (Years 1-5)

Fiscal Year	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Calendar Year	2022	2023	2024	2025	2026
Real Property Investment	$10,000,000	$35,000,000	$50,000,000	$50,000,000	$50,000,000
Current Real Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*
Real Property Taxes	$65,750	$230,125	$328,750	$328,750	$328,750
Incentive Grant Rate	*80%*	*80%*	*80%*	*80%*	*80%*
Incentive Grant	$52,600	$184,100	$263,000	$263,000	$263,000
Net County Revenue	$13,150	$46,025	$65,750	$65,750	$65,750
Personal Property - Machinery & Equipment	$150,000,000	$285,000,000	$308,000,000	$277,500,000	$246,500,000
Current Personal Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*
Personal Property Taxes*	$986,250	$1,873,875	$2,025,100	$1,824,563	$1,620,738
Incentive Grant Rate	*80%*	*80%*	*80%*	*80%*	*80%*
Incentive Grant	$789,000	$1,499,100	$1,620,080	$1,459,650	$1,296,590
Net County Revenue	$197,250	$374,775	$405,020	$364,913	$324,148
Total Property Taxes (Real & Personal)	$1,052,000	$2,104,000	$2,353,850	$2,153,313	$1,949,488
Total Incentive Grant (Real & Personal)	**$841,600**	**$1,683,200**	**$1,883,080**	**$1,722,650**	**$1,559,590**

Project Bishop (Years 6-10 and 10-year Totals)

Fiscal Year	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	10 Year Sum.
Calendar Year	2027	2028	2029	2030	2031	
Real Property Investment	$50,000,000	$50,000,000	$50,000,000	$50,000,000	$50,000,000	
Current Real Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	
Real Property Taxes	$328,750	$328,750	$328,750	$328,750	$328,750	**$2,597,125**
Incentive Grant Rate	*40%*	*40%*	*25%*	*25%*	*0%*	
Incentive Grant	$131,500	$131,500	$82,188	$82,188	$0	**$1,453,075**
Net County Revenue	$197,250	$197,250	$246,563	$246,563	$328,750	**$1,144,050**
Personal Property - Machinery & Equipment	$213,500,000	$179,000,000	$142,500,000	$109,000,000	$54,000,000	
Current Personal Property Tax Rate	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	*0.6575%*	
Personal Property Taxes*	$1,403,763	$1,176,925	$936,938	$716,675	$355,050	**$12,564,825**
Incentive Grant Rate	*40%*	*40%*	*25%*	*25%*	*0%*	
Incentive Grant	$561,505	$470,770	$234,234	$179,169	$0	**$8,110,098**
Net County Revenue	$842,258	$706,155	$702,703	$537,506	$355,050	**$4,454,727**
Total Property Taxes (Real & Personal)	$1,732,513	$1,505,675	$1,265,688	$1,045,425	$683,800	**$15,845,750**
Total Incentive Grant (Real & Personal)	**$693,005**	**$602,270**	**$316,422**	**$261,356**	**$0**	**$9,563,173**
Total Net County Revenue (Real & Personal)	**$1,039,508**	**$903,405**	**$949,266**	**$784,069**	**$683,800**	**$6,282,577**

5. Additional Project Impact

The proposed project will directly create new jobs and expand the local tax base, and the preceding sections have attempted to evaluate these direct investments. However, the impact of the proposed investment will resonate beyond the site boundaries and company employees. When the unemployed find opportunity, or citizens advance in their career, that personal economic growth is felt throughout the community. Additionally, the company, with increased operations, procures additional services and increases its engagement in the local economy.

Utilizing Jobs EQ software and incorporating information provided by the company, we have estimated the project's additional impact on our community. Jobs EQ is an economic impact assessment software system developed by Chmura (www.chmura.com).

This analysis was conducted to report economic impact results within Rowan County only. As should be expected with estimates of any type, applied outcomes will certainly vary from the model's projections.

RESULTS

- Jobs EQ projects that the 1,000 jobs created by Project Bishop will lead to the creation of an additional 238 indirect* and induced jobs** in Rowan County.

- These 238 indirect and induced jobs will generate $11,997,746 in employee wages and benefits.

- The additional impacts of Project Bishop will also include the generation of $30,664,072 in gross revenue for the companies creating these 238 indirect and induced jobs.

**Indirect jobs are ones created by companies supplying goods and services to a new or newly expanded industry.*

***Induced jobs are ones created when new employees from the new industry spend their wages at local establishments; for example, a new manufacturing plant may increase business at a nearby restaurant, leading to increased sales at the restaurant causing it to hire more employees.*

6. Closing

This project appears to have a lengthy list of benefits and no apparent liabilities. If Rowan County were chosen, Project Bishop would create a total of 1,000 new full-time jobs, as well as add $400 million to the County's tax base. The project would also generate approximately $6.3 million of new net tax revenue for the County over a ten-year period.

In addition to the creation of 1,000 new jobs by the company, Project Bishop would lead to the creation of 238 indirect and induced jobs in Rowan County according to a Jobs EQ software projection.

On behalf of your Economic Development Council, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

6. Draft Incentive Agreement

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 20__, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and Project Bishop. (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at _____, also identified as Rowan County Tax Parcel _____, and further described in Exhibit 'A' (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately $400 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

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

ARTICLE I
COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").

2) The amount of the Grant will be computed using the following steps:

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a) Real Property Valuation.

i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.

ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2022, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.

b) Personal Property Valuation.

i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.

ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2022. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.

c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the "New Property Value" of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.

d) Grant Amount Determination. For the first five (5) years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 80% (0.80). For the sixth and seventh years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 40% (0.40). For the eighth and ninth years of the Agreement, multiply the property taxes applicable to the New Property Value for each applicable Property by 25% (0.25).

3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company's full payment of all real and personal property taxes due to the County. For the first five (5) years of the Agreement, payment of the Grant shall be equal to Eighty Percent *(80%)* of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant. For the sixth and seventh years of the Agreement,

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payment of the Grant shall be equal to Forty Percent (40%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant. For the eighth and ninth years of the Agreement, payment of the Grant shall be equal to Twenty-Five Percent (25%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.

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

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility completed by December 31, 2024.

2) The Company shall receive the Grant for nine separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2023, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2024. If the Facility is not complete by January 1, 2025, the Grant shall be based on the percentage complete and assessed for that year.

3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2023.

4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
EMPLOYMENT

1) The Company projects that it will create 1,000 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2025, the Company shall employ 1,000 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.

2) During the final eight (8) Fiscal Years (FYs) of the Agreement that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

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County Fiscal Year (FY)	Number of New FTEs (in aggregate)
FY 24-25	127
FY 25-26	252
FY 26-27	1,000
FY 27-28	1,000
FY 28-29	1,000
FY 29-30	1,000
FY 30-31	1,000
FY 31-31	1,000

3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2023, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.

5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV
TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.

2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.

3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.

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4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

ARTICLE V
RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and

2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

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

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

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

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

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

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

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

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

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

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

2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

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

4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).

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

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

DRAFT

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

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

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

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

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

With Copy (which does not constitute notice to):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

To Company: Name and Contact Information

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

With Copy (which does not constitute notice to):
If requested by the Company

DRAFT

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

[Signature page follows]

DRAFT

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

PROJECT BISHOP.

_____

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name_____

ROWAN COUNTY, NORTH CAROLINA

_____

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

_____

Carolyn Barger
Clerk to the Board of Commissioners

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

_____

James M. Howden
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____

John Dees II
County Attorney

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	November 4, 2021
SUBJECT:	Public Hearing: McCleave Road Closure Request

BACKGROUND
At its October 3, 2021 meeting, the Commission adopted a Road Closure Resolution presented by Mr. Ken Jezek. Adoption of this resolution (attached) advised the public of the Commission's intent to consider closure of a portion of this private road.

NCGS 153A-241 (attached) establishes the process for the Commission to close private roads.

REQUIREMENTS
Similar requests have been coordinated by an applicant's attorney, but the County Attorney and Planning Staff have guided Mr. Jezek in this process and are of the opinion that this request has complied with the following statutory requirements:

1. Adoption of Resolution by the Commission
2. Public Hearing advertised for 3 consecutive weeks (by Jezek)
3. Notices sent to adjoining owners (by Jezek)
4. Signs posted on the road (by Jezek)
5. Survey prepared showing the portions to be closed (by Jezek's sureyor)

RECOMMENDATION

1. Receive Planning Staff report on the proposal
2. Conduct Public Hearing
3. Close Public Hearing
4. Adopt Resolution accepting the unopened portion of McCleave Rd a/k/a Barnhardt Drive
5. Consider adopting the order closing the street, and upon a finding that closing the road is not:
   a) contrary to the public interest or the property rights of any individual, and
   b) that no individual owning property in the vicinity of said portion of McCleave Rd a/k/a Barnhardt Drive or in the subdivision in which they are located will be deprived of reasonable means of ingress and egress to his property by the closing of said portion of McCleave Rd a/k/a Barnhardt Drive.

6. Authorize Chairman to sign Order closing the requested portion of McCleave Rd a/k/a Barnhardt Drive and be filed with the Register of Deeds

ATTACHMENTS:

Description	Upload Date	Type
Resolution of Intent to Close McCleave Rd	11/4/2021	Resolution Letter
NCGS 153A-241	11/4/2021	Backup Material
Affidavit of Publication for Public hearing	11/4/2021	Backup Material
List of Adjoining Property Owners	11/4/2021	Backup Material
Sign Posted	11/10/2021	Exhibit
Survey	11/10/2021	Exhibit
Resolution of Acceptance of Dedication of McCleave Rd	11/4/2021	Resolution Letter
McCleave Rd Closure Order	11/4/2021	Resolution Letter

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

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

Rowan County Board of Commissioners

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

RESOLUTION TO CLOSE BARNHARDT RD/MCCLEAVE RD BETWEEN MT MORIAH CHURCH ROAD AND MCCLEAVE RD IN THE COUNTY OF ROWAN AND STATE OF NORTH CAROLINA

WHEREAS, Kenneth Jezek has filed a petition to close Barnhardt Rd./McCleave Rd. between Mt. Moriah Church Rd. and McCleave Rd.as shown in a map marked "Exhibit A." and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection the Office of the County Manager, Rowan, North Carolina; *and*

WHEREAS, the procedure for closing roads or easements outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its October 4, 2021 meeting it intends to consider closing a portion of Barnhardt Rd and McCleave Rd as petitioned by Mr. Ken Jezek. This segment of road is described on a map and by a metes and bounds description available for inspection in the County Manager's office, and hereby calls a public hearing on the question to be held at 6:00 p.m., on Monday, the 15th, day of November, 2021, at 130 West Innes Street, Salisbury, NC 28144.

AND FURTHER BE IT RESOLVED, that the Commission hereby directs Mr. Jezek to cause notice of this hearing to be published in the Salisbury Post once a week for three successive weeks and provide a copy of this resolution to all property owners adjoining the road, as required by N.C.G.S. 153A-241.

This the 4th day of October, 2021.

James C. Greene

James C. Greene, Vice-Chairman

CERTIFICATION

I, Carolyn Barger, Clerk to County Commission of Rowan County, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission of the County of Rowan, North Carolina in its meeting convened on the 4th day of October, 2021.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the 4th day of October, 2021.

Carolyn Barger

Carolyn Barger, County Clerk

Equal Opportunity Employer
recycled paper

Road Closing of Barnhardt Drive
Exhibit “B”

Being a section of the old Barnhardt Drive in the Township of China Grove, Plat Book 9995, Page 674.

BEGINNING at an iron stake on Barnhardt Drive, thence N22°03’58”W 94.21 feet to an iron stake, continuing 75.00 feet to a point, thence N82°11’26”E 24.08 feet to a point, thence S23°17’00”E 29.74 feet to an iron stake, thence S22°08’13”E 51.68 feet to an iron stake, thence S22°01’11”E 79.12 feet to an iron stake, thence S61°23’30”W 6.73 feet to an iron stake, continuing 17.4 feet to the beginning.

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

Salisbury Post Publisher's Affidavit Of Publication

STATE OF NORTH CAROLINA
ROWAN COUNTY

Before the undersigned, a Notary Public of said county and state, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared WINFRED MENTION, who being first duly sworn, deposes and says that he is ADVERTISING OPERATIONS MANAGER of the SALISBURY POST, published, issued and entered as second class mail in the city of Salisbury, in Rowan County, North Carolina, that he is authorized to make this affidavit and sworn statement, that the notice or other legal advertisement, a true copy of which was attached hereto, was published in the SALISBURY POST, on the following dates:

10/14/21, 10/21/21, 10/28/21

and that the said newspaper in which such notice, paper document or legal advertisement was published at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina, and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina,

At a cost of	$709.00
Account #:	238525
Tagline:	SP-NOTICE NOV. 15, 2
Purchase Order #:	

Winfred Mention

(signature of person making affidavit)

Sworn and subscribed before me on 11/03/21.

Janice L Sink

Notary Public

My commission expires 05/02/2026

JANICE L. SINK
NOTARY PUBLIC
ROWAN COUNTY, N.C.

No. 1326933

NOTICE OF PUBLIC HEARING

The Rowan County Board of Commissioners will conduct a Public Hearing on **Monday, November 15, 2021 beginning at 6:00 PM** in the J. Newton Cohen Sr. Room located on the **2nd Floor of the J. Newton Cohen Sr. Rowan County Administration Building located at 130 W. Innes St. Salisbury, NC** to consider a request from Mr. Ken Jezek to close the following portion of Barnhardt / McCleave Rd described as:

Being a section of the old Barnhardt Drive in the Township of China Grove, Plat Book 9995, Page 674 and specifically described as, BEGINNING at an iron stake on Barnhardt Drive, thence N22°03'58"W 94.21 feet to an iron stake, continuing 75.00 feet to a point, thence N82°11'26"E 24.08 feet to a point, thence S23°17'00"E 29.74 feet to an iron stake, thence S22°08'13"E 51.68 feet to an iron stake, thence S22°01'11"E 79.12 feet to an iron stake, thence S61°23'30"W 6.73 feet to an iron stake, continuing 17.4 feet to the beginning.

Information related to Mr. Jezek's request may be viewed at https://rowancountync.novusagenda.com/agendapublic/ (uploaded by 2:00 PM on November 10th).

Be advised this meeting may have limited in-person seating in observance of COVID-19 parameters, but participation or viewing by virtual means is available via the following Zoom webinar link when joining from a PC, Mac, iPad, iPhone or Android device:

https://bit.ly/rowanboc1115
Passcode: 111521

Or join by telephone by dialing: (602) 753-0140 or (720) 928-9299 or (213) 338-8477.

Webinar ID: 984 0577 5143
Passcode: 111521

For citizens unable to attend the hearing, Rowan County will also accept comments regarding this application submitted via email to www.rowancountync.gov/Public-Comment beginning the date of this publication until noon on November 12, 2021.

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government should contact the Rowan County Board of Commissioners Office 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 consult: *https://relaync.com*.

This information is available in Spanish or any other language upon request.

Esta información está disponible en español o cualquier otra lengua a petición.

This the 5th day of October 2021
Carolyn Barger, MMC, NCCCC
Clerk to the Board of Commissioners

Publish: 10/14/21, 10/21/21, 10/28/21.

Ken Jezek Road Closing Letters
10 Letters Sent: October 25, 2021

1. Kelly Murdock
145 McCleave Rd.
China Grove, NC 28023

2. David Rankin
115 McCleave Rd.
China Grove, NC 28023

3. Byron Anderson
110 McCleave Rd.
China Grove, NC 28023

4. Crystal McCleave
PO Box 3388
Salisbury, NC 28145

5,6 and 7. Alberta Burton, Ruth Johnson and Floree Hedrick
3 separate letters sent
10933 Shelly Renee Dr.
Cornelius, NC 28031

8. Victoria Pruitt
1350 Mt. Moriah Church Rd.
China Grove, NC 28023

9. Kathryn Brown
1340 Mt. Moriah Church Rd.
China Grove, NC 28023

10. Darnell Reid
2406 Dale Earnhardt Dr.
Kannapolis, NC 28083

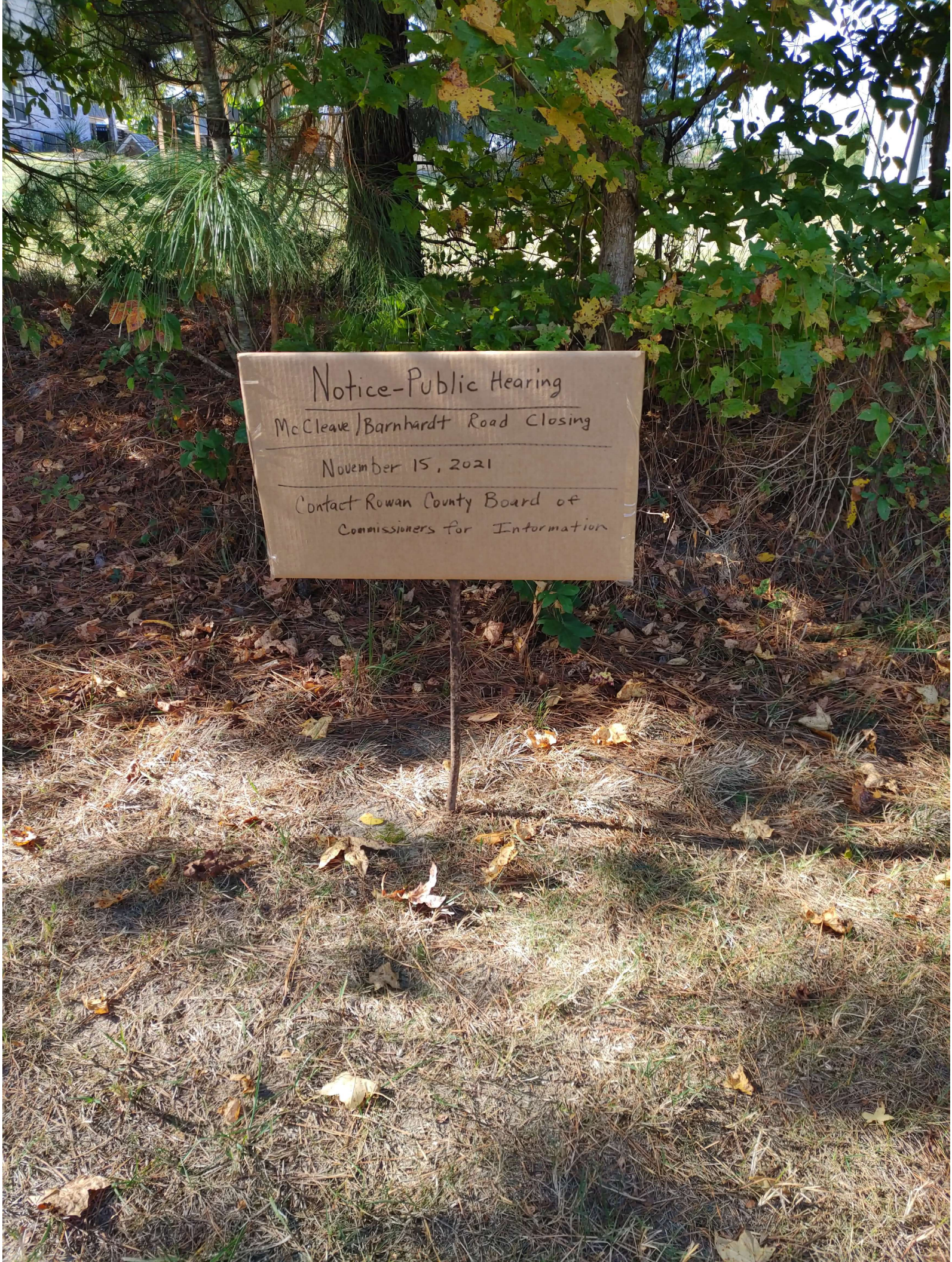
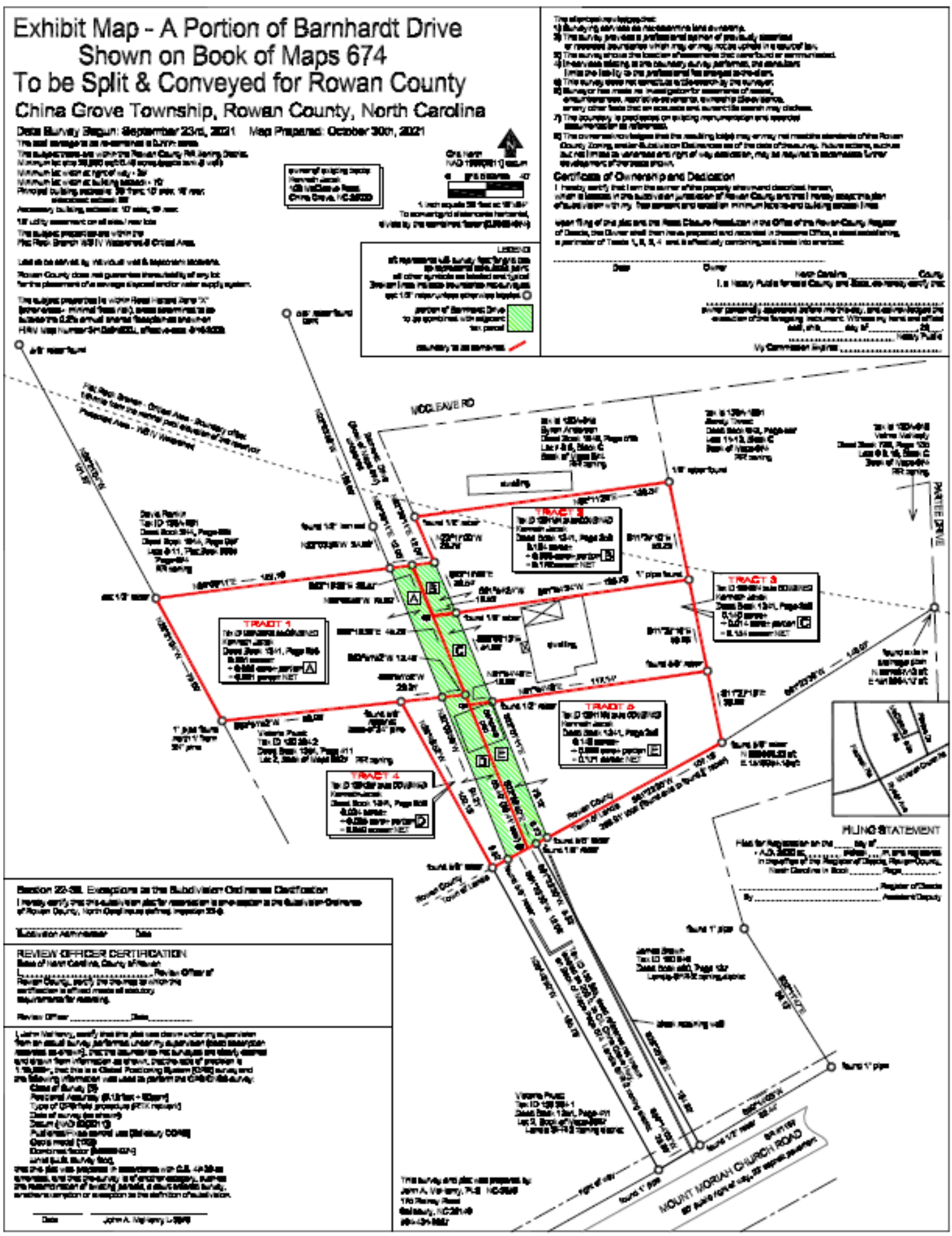

Notice-Public Hearing
McCleave/Barnhardt Road Closing
November 15, 2021
Contact Rowan County Board of
Commissioners for Information

Exhibit Map - A Portion of Barnhardt Drive Shown on Book of Maps 674 To be Split & Conveyed for Rowan County

China Grove Township, Rowan County, North Carolina

Date Survey Begun: September 23rd, 2021 Map Prepared: October 30th, 2021



Section 22-38. Exemptions to the Subdivision Ordinance Certification

I hereby certify that the subdivision plat for recordation is exempt from the Subdivision Ordinance of Rowan County, North Carolina pursuant to Section 22-6.

Subdivision Administrator Date

REVIEW OFFICER CERTIFICATION

State of North Carolina, County of Rowan

I, _____, Review Officer of Rowan County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

I, John A. Mahaney, certify that this plat was drawn under my supervision from an actual survey performed under my supervision (deed description recorded in Book ____, Page ____, etc.) that the boundaries not surveyed are clearly indicated as drawn from information as shown; that the ratio of precision is 1:10,000+; that this is a Global Positioning System (GPS) survey and the following information was used to perform the GPS/RTK field survey:

Class of Survey: [S]
Positional Accuracy: [0.1ft or 10cm]
Type of GPS field procedure: [RTK network]
Date of survey: [as shown]
Datum: [NAD 83(2011)]
Published/Fixed control use: [Survey CORS]
Geoid model: [18B]
Combined factor: [0.9999xxxx]
Units: [US Survey feet]

This plat was prepared in accordance with G.S. 47-30 as amended. Unless otherwise certified, this survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

Date John A. Mahaney, L-3849

This survey and plat was prepared by:
John A. Mahaney, PLS NC-3849
110 Ramey Road
Salisbury, NC 28144
980-434-5857

RECORDING STATEMENT

Filed for registration on the ____ day of _____, A.D. 2022 at _____ o'clock ____ M. and recorded in the office of the Register of Deeds, Rowan County, North Carolina in Book _____, Page _____.

_____, Register of Deeds

By _____, Assistant/Deputy

RESOLUTION PERTAINING TO THE ACCEPTANCE OF AN OFFER OF DEDICATION FOR PUBLIC USE OF A PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DRIVE.

WHEREAS, the Board of Commission of Rowan County is considering a proposal for the closing of a portion of said street:

BEING THAT PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DROVE IDENTIFIED ON PLAT BOOK 9995, PAGE 674, ROWAN COUNTY PUBLIC REGISTRY, SITUATED SOUTH OFF MCCLEAVE ROAD (SR#1215).

AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION CONTAINED IN THE PETITION SUBMITTED TO CLOSE SAID PORTION OF MCCLEAVE ROAD A/K/A BARNHARDT DROVE, CONTAINING 0.089 ACRES MORE OR LESS.

WHEREAS, the Board of Commission of Rowan County has the authority pursuant to NCGS 136-66.3(g) to accept the dedication of the aforementioned right of way

NOW, THEREFORE, be it resolved that the Board of Commission accepts the offer of dedication for public use the aforementioned right of way on this ___ day of November, 2021.

CERTIFICATION

I, Carolyn Barger, County Clerk of the County of Rowan, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission of the County of Rowan, North Carolina in a regular session convened on the 15st day of November, 2021.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the _____day of _____ , 2021. Carolyn Barger, Rowan County Clerk to the Board.

DOCUMENT COVERSHEET

DOCUMENT TYPE: Order Closing Street

PREPARED BY: John W. Dees, II

GRANTOR(S): Rowan County

GRANTEE(S): Kenneth Jezek

BENEFICIARY:

IF APPLICABLE: TAX MAP: 130A PARCEL NUMBER(S): 014, 015A, 260, 357, 1105

BRIEF DESCRIPTION: McCleave Road Right-of-Way Closure

RETURN TO: John W. Dees, II
Office of the Rowan County Attorney
130 W. Innes Street
Salisbury, NC 28144

NORTH CAROLINA
ROWAN COUNTY

IN THE MATTER
OF:

PETITION FOR CLOSING AN
UNOPENED PORTION OF MCCLEAVE
ROAD A/K/A BARNHARDT DRIVE

* BEFORE THE BOARD OF COMMISSIONERS
* THE COUNTY OF ROWAN, NORTH CAROLINA
*
*
*
*
* ORDER CLOSING AN UNOPENED PORTION
* OF MCCLEAVE ROAD A/K/A
* BARNHARDT DRIVE SOUTH OFF
* MCCLEAVE ROAD (SR# 1215) AS SHOWN
* IN BOOK OF MAPS 9995 PAGE 674
* PURSUANT TO GENERAL STATUTE OF
* NORTH CAROLINA
SECTION §l 53A-24I

THIS CAUSE, coming on to be heard and being heard before the Board of Commissioners of theCounty of Rowan, North Carolina, at the regular meeting of said Commission held on November 15, 2021 at6:00 p.m., in the J. Newton Cohen Sr. Meeting Room of the J. Newton Cohen, Sr. Rowan County Administration Building, located at 130 West Innes Street, Salisbury, North Carolina, and it appearing to the Commission that all persons, firms and corporations owning property adjoining the street described in the Petition filed in this cause are parties to this proceeding and have been noticed of the proceeding; and it further appearingthat the property has been posted as required by law; and it further appearing that said portion of McCleave Road a/k/a Barnhardt Drive is not maintained by the Department of Transportation; and it further appearing that notice of this hearing was duly published in *The Salisbury Post* on October 14th, 21st and 28th, 2021.

And it further appearing to the Commission and the Commission finding as a fact, that the closingof the portion of McCleave Road a/k/a Barnhardt Drive, as described in the Petition filed in this cause, is not contrary to the public interest or the property rights of any individual, and that no individual owning property in the vicinity of said portion of McCleave Road a/k/a Barnhardt Drive or in the subdivision in which they are located will be deprived of reasonable means of ingress and egress to his property by the closing of said portion of McCleave Road a/k/a Barnhardt Drive, and it further appearing to this Commission that the relief prayed in the Petition should be granted.

IT IS NOW, THEREFORE, ORDERED AND DECREED by the County Commission of the County of Rowan, North Carolina, pursuant to and in accordance with the Authority vested in this Council by the General statutes of North Carolina, Section 153A-241.

This the _____ day of November, 2021.

COUNTY COMMISSION OF THE COUNTY OF ROWAN, NORTH CAROLINA

BY: _____
Gregory C. Edds, Chairman

ATTESTED BY: _____
Carolyn Barger, MMC, NCMCC
Clerk to the Board

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Barger personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with the seal of Rowan County, North Carolina, and attested by her as the Clerk to the Board. Witness my hand and Notarial stamp or seal, this _____ day of November, 2021.

My Commission Expires: _____

_____
Notary Public

Printed or Typed Name of Notary Public

_____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	November 4, 2021
SUBJECT:	Legislative Hearing & Vested Rights Request Z 08-21 Okra Holdings, LLC

REQUESTS

Z 08-21 Map Amendment

Birdseye Renewable Energy dba Okra Holdings, LLC has submitted a conditional district rezoning application (Z 08-21) for installation and operation of a utility scale solar energy system on six (6) parcels in the Gold Hill community.

The Rowan County Planning Board conducted a courtesy hearing for the application at its September 27, 2021 meeting and forwards a recommendation to deny the application based on its Statement of Reasonableness and Consistency (below).

Z 08-21 is not consistent with the Eastern Rowan Land Use Plan and is not reasonable based on the following:

1. ***There is another utility scale solar energy system less than 1 mile from the proposed site of this utility scale solar energy system.***
2. ***The solar plan recommendation set 50 fifty acres as the maximum area for a solar facility, but that could be exceeded if all preferences were met, but in this case, they were not met.***
3. ***The potentially high detrimental impact on the airport-based community that lies adjacent to the proposed site.***

Vested Rights Request

If the **Z 08-21** map amendment to an RA(CD) district is approved, Okra Holdings, LLC has requested their project be granted a vested right for a total of four (4) years to construct the utility scale solar energy system in accordance with their site-specific vesting plan. Granting an extended vested period is authorized pursuant to NCGS 160D-108.1 and included in Section 21-11(c)(5) of the Rowan County Zoning Ordinance. Justification is included in Applicant's Exhibit 2.

PROCEDURAL MATTERS

- Notice of this hearing was published i the Salisbury Post on November 4 and 11, 2021
- Notice to adjoining property owners and interested parties was mailed November 2, 2021

- Signs were posted on the properties on November 2, 2021
- Notice of the hearing procedures was posted on the County webpage on November 2, 2021

SUGGESTED COMMISSION ACTIONS

1. Conduct Legislative Hearing according to the procedures adopted at the November 1, 2021 Commission meeting (attached).
2. Close Legislative Hearing and discuss case.
3. Develop Statements of Consistency / Reasonableness
4. Vote on Z 08-21 map amendment request
5. If Z 08-21 is approved, consider granting the vested rights request for four (4) years

ATTACHMENTS:

Description	Upload Date	Type
Legislative Hearing Procedures	11/4/2021	Backup Material
Z 08-21 Staff Report	11/4/2021	Cover Memo
GIS Map	11/5/2021	Backup Material
Statements Worksheet	11/4/2021	Backup Material
Applicant's Exhibit 1:RA(CD) Application	11/4/2021	Exhibit
Applicant's Exhibit 2: Statement of Reasonableness & Consistency	11/4/2021	Exhibit
Applicant's Exhibit 3:Site Plans	11/4/2021	Exhibit
Applicant's Exhibit 4:Site Plan Notes	11/4/2021	Exhibit
Applicant's Exhibit 5: NCDOT Driveway Permits	11/10/2021	Exhibit
Applicant's Exhibit 6:Decommissioning Estimate and PE credentials	11/4/2021	Exhibit
Applicant's Exhibit 7:DUKE interconnect agreement	11/10/2021	Exhibit
Applicant's Exhibit 8:Glare Study	11/4/2021	Exhibit
Applicant's Exhibit 9:NC Clearinghouse Documents	11/4/2021	Exhibit
Applicant's Exhibit 10:Deer Buster Fence Examples	11/10/2021	Exhibit
Applicant's Exhibit 11:Emergency Action Plan	11/4/2021	Exhibit
Applicant's Exhibit 12:Gold Hill Flats letter	11/4/2021	Exhibit
Applicant's Exhibit 13:CPCN from NC Utilities Commission	11/4/2021	Exhibit
Applicant's Exhibit 14:Alternative Buffer Simulation	11/10/2021	Exhibit
Applicant's Exhibit 15:Biodiversity Plans	11/8/2021	Exhibit

Legislative Hearing Procedures for Okra Holdings, LLC for Z 08-21

The Rowan County, NC Board of County Commissioners has opted to implement the following procedures for the **Z 08-21** application to ensure the legislative hearing is conducted fairly and scheduled one and a half hours of its November 15, 2021 agenda to receive comments in an equitable manner.

It is suggested that all speakers use the sign-up sheet to register their name and address for the record. The applicant will be provided a separate sign-up sheet to record their attendance.

I. Following the Staff presentation, the applicant will be provided thirty (30) minutes to present their application and state its basis for approval of the application and vested rights request. After which, the Commission may ask questions of the applicant. Q and A between the applicant and Commission will not be included in the 30-minute limit.

II. The public will then be provided a total of forty-five (45) minutes, with a maximum of three (3) minutes per speaker, but time may be yielded from one or several citizens to a "spokesperson" for a group. Those citizens yielding time must have recorded their name on the sign-up sheet and noted such. Names will be called in the order appearing on the sign-up sheet. All comments should be directed to the Commission regarding the application, not toward the applicant or Staff.

III. Following public comment, the applicant will be provided fifteen (15) minutes for rebuttal or to offer additional comments, which may include additional modifications or conditions to the **Z 08-21** application.

IV. If scheduled time remains or at the discretion of the Chair, additional testimony may be allowed at a maximum of three (3) minutes per speaker.

V. Following the rebuttal period, the Commission will close the Legislative Hearing and will not receive any further comments from the applicant or the public unless specifically requested by the Chair.

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

Z 08-21 Staff Report

APPLICANT: Birdseye Renewable Energy dba Okra Holdings, LLC

PROPERTY OWNERS: James J. Schad; Tall Pines Investments, LLC (Sam Nash); Michael Thomas Barrier and Daniel Gillion Barrier; Julia M. Marshall Revocable Trust; and Carolina Perlite Company, Inc.

REQUEST: Conditional District Rezoning (Map Amendment) from RA to RA(CD) and IND to RA(CD) for development of a utility scale solar energy system and a four (4) year vested right to undertake the project. Reference Applicant's Exhibit 1.

PROPERTY INFORMATION

Tax Parcels	Current Zoning	Owner	Acreage	Improvement
540-026	RA	Schad	160	Forestry Management
541-00701	RA	Barriers	26.75	Forestry Management
541-031	RA	Marshall	26.75	Forestry Management
542-046 (portion)	IND	Carolina Perlite	9.34	Industrial
543-001	RA	Tall Pines	349	Forestry Management
543-021	RA	Tall Pines	2.05	Vacant

Total Acreage: 573.89 approximate acres requested for RA (CD) rezoning to allow for development and operation of a utility scale solar energy system; refer to the Okra Solar Composite Site Plan in Exhibit 3. Based on that Site Plan, Staff calculates the solar panel area at approximately 299.1 acres with 42.85 acres of fenced buffer provided along Riles Creek and an intermittent tributary serving as a wildlife corridor and another 22.9 approximate acres in stream buffer and wetland areas.

PROPERTY CHARACTERISTICS

- **Parcel Related Data**

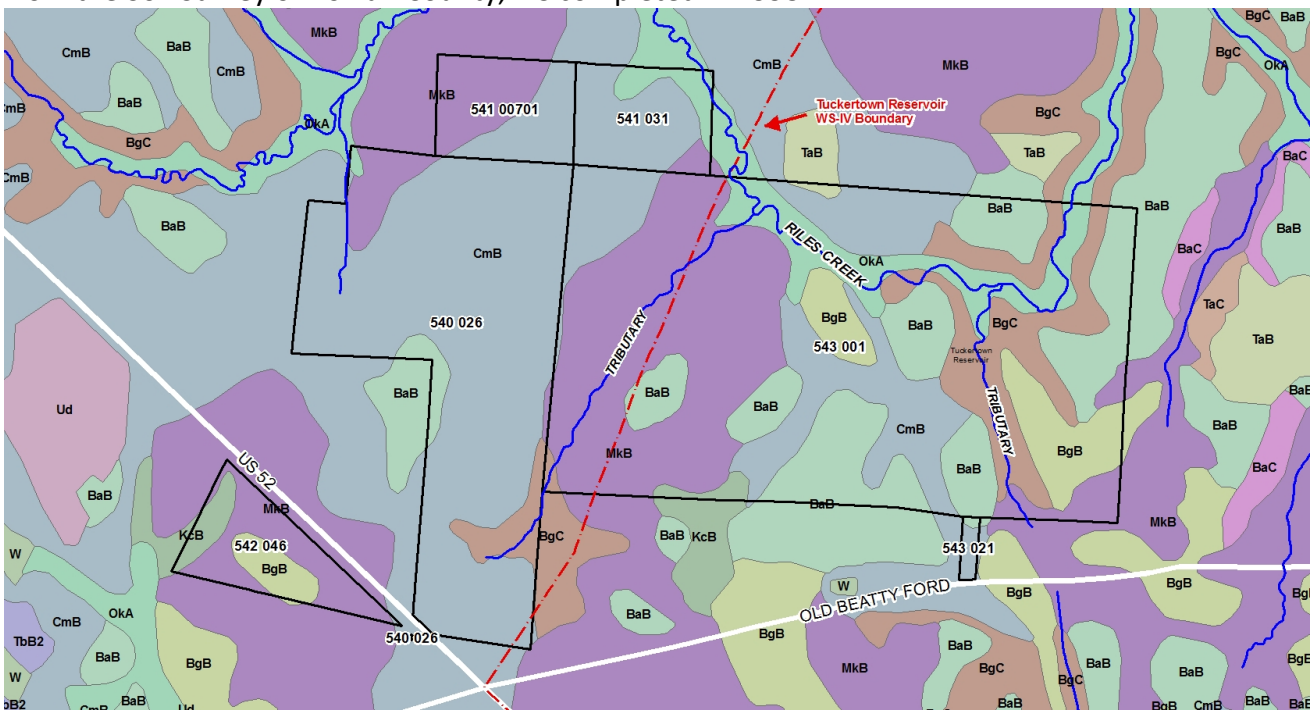
The site primarily consists of five (5) contiguous parcels located north of Old Beatty Ford Rd and east of US 52 Highway accounting for 564.55 acres of the request and a sixth (6th) parcel located west of US 52 Hwy on approximately 9.34 acres of property owned and operated by Carolina Perlite at 14750 US 52 Hwy.

The solar array system area parcels have two hundred fifty-nine (259) feet of frontage on US 52 Highway and one hundred forty-eight (148) feet of frontage on Old Beatty Ford Road (SR#1221).

- **Soils Information**

The site is located in the Carolina Slate belt and consequently soil types in the area have prevalent rock fragments, wetness and permeability constraints and generally unsuited for septic tank systems. These soils are moderately suited for agricultural development, e.g. woodlands, crops, pasture and hay. Topography is such that US 52 and Old Beatty Ford Rd form a ridgeline of sorts for the site and surface drainage is toward Riles Creek and its tributaries, but there is no designated or regulated special flood hazard areas (i.e. floodplain) associated with these streams.

The map inset depicts soil type, stream locations, watershed boundary and the table below generalizes soil characteristics. Soil types identified at this site are not considered "prime agricultural soils" as per Attachment 1 of this Staff Report. All soil related information was obtained from the Soil Survey of Rowan County, NC completed in 1993.



Soil ID	Soil Name	Characteristics
BaB	Badin Channery silt loam	Poorly suited for septic; Rock fragments prevalent
BgB	Badin-Goldston complex	Poorly suited for septic; 2-8% slopes
BgC	Badin-Goldston complex	Poorly suited for septic; 8-15% slopes
CmB	Cid-Lingum complex	Poorly suited for septic; wetness & restricted permeability
MkB	Misenheimer-Kirksey complex	Poorly suited for septic; wetness & restricted permeability
OkA	Oakboro silt loam	Unsuited for septic; typically found in floodplain areas
TaB	Tatum-Badin complex	Tatum- suited for septic; Badin- unsuited for septic

- **Watershed**

Approximately 285 acres (49.6%) of the site is located in the Tuckertown Reservoir Watershed (WS-IV-PA). Impervious cover is typically limited to 36% for non-residential projects that require a soil erosion and sedimentation control plan (i.e. disturbed area > 1 acre) with an option for requesting a

Special Non-Residential Intensity Allocation (SNIA) up to seventy percent (70%) impervious cover considered by the County Commission. However, guidance contained in the NC Stormwater Design Manual indicates panels may be deemed pervious if the manual's primary recommendations for avoiding compaction of the subsoil after installation and having a "disconnect length" between rows of panels greater or equal to panel widths. Roadways, transformer pads, post, etc. would be subject to the impervious calculation. The applicant's site plan (Exhibit 3) indicates 4.5 acres in roadways; .2 acres in concrete pads and .0137 acres in panel support posts resulting in 4.737 acres or 1.65% impervious cover, which is well below the 36% limitation. Furthermore, review of the site plan suggests panel widths are twenty (20) feet and row spacing of the same, which is in keeping with the recommended "disconnect length".

- **Erosion Control, etc.**

Regardless of the watershed considerations, the overall site will require submittal of a soil erosion and sedimentation control plan, which will be reviewed, inspected and monitored by Rowan County Staff. Any stream and wetland disturbance or crossings will require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

- **Biodiversity Plan (Exhibit 15)**

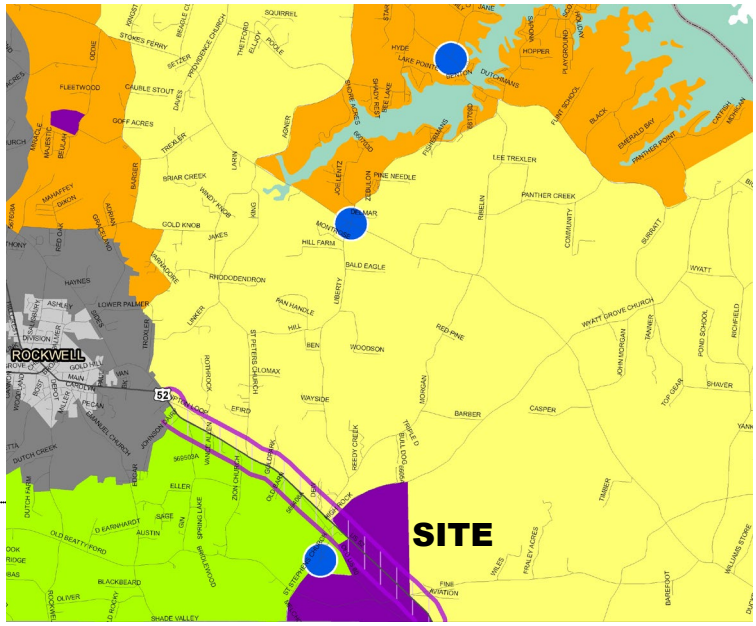
Submitted as a supplement to its application following the Planning Board meeting, the applicant provided a generalized site plan (BD-1) depicting its offering of buffer area types and locations; bat and avian habitats; and seeding mixtures to be applied throughout the site. Sheets BD-2 and BD-3 provide more detailed information regarding seeding mixtures and habitat boxes. According to BD-1 calculations, the project will preserve 271.5 acres of the five (5) contiguous parcels (i.e. non-Carolina Perlite property) in some manner of a buffer or managed regrowth area.

ZONING ANALYSIS – Map Amendment Standards per Section 21-362(i)

Current Zone: Rural Agricultural (RA) and Industrial (IND)

Requested: RA – Conditional District (CD)

The applicant has requested to utilize the properties for development and operation of a 69-megawatt utility scale solar energy facility that will be tied to the power grid operated by Duke Energy of the Carolinas. The County's Zoning Ordinance was amended in April 2021 to consider these facilities as a CD in the RA or CBI districts or a Special Use Permit in the Industrial (IND) district.



Plan Conformity

The site's system area is located in Area One (yellow shaded area) of the East Rowan Land Use Plan (ELUP) and within the US 52 Corridor. Alternate substation location #3 (behind Carolina Perlite) brings the application into Area

Three (green shaded area) as well, but given its location within the US 52 Corridor, the corridor recommendations are deemed applicable.

Area One, depicted in the map excerpt above, contains the lands south of Bringle Ferry Rd; east of Union Church Rd and Barger Roads and parallels the northeast side of US 52. The Plan recognizes Area One as the least developed of the three (3) planning areas and is characterized by agricultural uses and low density residential.

Future Land Use Recommendations include:

- Due to lower population densities, opportunities for high impact and/or rural industrial uses may be available along thoroughfares in the Planning Area where conflicts with residential uses are limited.
- Commercial and industrial uses having need for rail and US Highway availability are encouraged within the US 52 corridor of the Planning Area, which include:
  - Heavy impact uses that are complimentary to the rail corridor paralleling US 52 that do not compromise existing businesses or residential uses may be appropriate for consideration. Heavy impact uses should utilize existing highway, rail and utility infrastructure.
- Establishing a one hundred (100) foot minimum stream buffer in watershed protection areas and a minimum fifty (50) foot buffer outside watershed protection areas for all new development
- Staff review and inclusion of the General Land Use Plan Recommendations are found beginning on page 8 of this report

Purpose & Intent

As noted herein, the zoning ordinance was amended to consider utility scale solar facilities as a Conditional District (CD) in the Rural Agricultural (RA) and Commercial, Business, Industrial (CBI) districts. Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but either by voluntary limitations or subject to required development standards that address anticipated impacts upon neighboring properties and the surrounding community, the use(s) may be appropriate. Furthermore, the CD process can allow for additional (not a reduction) standards to address compatibility as a condition of approval if agreed to in writing by the applicant and the County.

The ordinance discourages use of the CD process to acquire "early zoning for tentative uses which may not be undertaken for a long period of time". Although not defined by the ordinance, *long time* likely refers to more than 2 years from the time of approval as this is the vested period for initiating the project unless a longer duration is granted by the Commission. In this case, the applicant has requested its application be considered for granting of a four (4) year vested right. Per Section 21-11(c)5(a), the Commission may authorize up to a five (5) year vesting, "if warranted by the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions, or other considerations as determined by the board in accordance with this subsection." Refer to last paragraph on page 4 of applicant's Exhibit 2 for its rationale for requesting a four (4) year vested right.

Compatibility Of Uses

The primary site consists of five (5) contiguous tracts currently zoned RA as are properties to the north and east. Intensity and scale of nonresidential uses in the RA district is limited to a maximum structure size of twelve thousand (12,000) square feet as a Rural Home Occupation (RHO) when the business operator lives on or adjacent to the property and property has at least thirty-five (35) feet of state road frontage; otherwise the maximum building size for an RHO is two thousand (2,000) square feet. Two of these tracts (547-00701 and 541-031) would not qualify for a structure greater than 2,000 square feet due to lack of road frontage. While the RA district allows a variety of RHO uses including construction, manufacturing, wholesale and retail trade and service sector uses, those considered "bad neighbors" are generally omitted from RHO siting. Regardless of zoning district, agriculture uses on bona fide farms are not regulated or subject to county zoning standards.

Adjacent property west of the primary site is zoned Industrial IND), but limited in the type and extent of industrial activity based on issuance of a conditional use permit for brick manufacturing / shale mining. Utility scale solar energy systems are a special use permit request in the IND district limited to a maximum system area of twenty-five (25) acres.

Unlike a typical CD application that limits potential uses and proposes standards to address compatibility, utility scale solar energy systems in the RA district are subject to a set of prescribed standards. Limiting these uses to the RA and CBI districts with established standards generally assumes the use can be compatible with the surrounding area. If the properties are amended to an RA(CD) district, only a utility scale solar energy system would be allowed in the district unless amended.

As no two (2) sites or areas of the County are the same, the CD standards may be viewed as the minimum requirements for locating, but the "give and take" process of public feedback and related conditions posed by the Commission between and with the applicant attempt to create a district with standards and expectations that make the proposal compatible with the community.

Vicinity Conditions

The western and northwestern border of the site adjoins nine (9) Statesville Brick properties comprising approximately three hundred twenty-two (322) acres of industrially (IND) zoned land. Of these properties, Staff estimates only 55 acres are being used for surface mining of shale bearing clay used in brick manufacturing; the remainder are static. Five (5) of these properties are within the ELUP's twelve hundred (1200) foot US 52 corridor and were rezoned (along with 2 other parcels) to IND with an associated conditional use permit in cases Z 08-99 and CUP 12-99; another parcel on High Rock Rd was added to IND in an amendment of CUP 12-99 in case Z 05-02. Wedged between two of the properties on High Rock Rd, was case Z 12-01 and CUP 14-01 for operation of a sawmill in an IND district.

The southwest border of the site adjoins five (5) RA zoned properties, one (1) of which has a manufactured home overlay (MHO) and two (2) CBI(CD) properties for

auto related businesses. The CBI(CD) parcels were approved in cases PCUR 01-13 and Z 09-19.

Immediately north of the site are seven (7) vacant RA zoned parcels, four (4) of which are in the forestry management property tax deferral program and total approximately six hundred twenty-nine (629) acres.

The northeastern edge of the site is joined by four (4) RA zoned properties, with one (1) parcel containing a residence. This northeastern pattern of vacant RA parcels continues for approximately one-half (1/2) mile. The site's southeastern edge is bounded by RA zoned properties that have at least ten (10) residential structures.

South of the site (north side of Old Beatty Ford Rd), are sixteen (16) RA zoned parcels with eleven (11) occupied by residential structures. The southwestern corner is bounded by a CBI zoned tract located at the intersection of US 52 and Old Beatty Ford Rd that was rezoned from RA to Neighborhood Business (NB) as Z 06-06 and then amended from NB to CBI as Z 04-13.

On the south side of Old Beatty Ford Rd is the Gold Hill Airpark, which is a fifty-one (51) lot residential subdivision established in 1985. This RA zoned subdivision is developed with over thirty (30) residences, most of which have hangars to store private aircraft that use the runway located within the subdivision.

Other zoning changes in the area include:

- Z 10-00 RA to CBI for several parcels in the Village of Gold Hill located on St Stephens Church Rd near its intersection with Old Beatty Ford Rd
- Z 08-04 RA to NB for 2 parcels on US 52 just south of Gold Hill Airpark
- CUP 02-98 for expansion of New London Brick located on west side of US 52 and Old Beatty Ford Rd
- CUP 03-01 for addition of 2 rotary kilns at Carolina Stalite
- CUP 05-14 for an expansion and furnace installation at Carolina Perlite

POTENTIAL IMPACTS

Roads

NCDOT has issued a commercial driveway permit (Exhibit 5) for access onto US 52 and Old Beatty Ford Rd as depicted on the site plan. Aside from the staging and construction phase of the project, traffic generated by the site should be minimal.

Average Annual Daily Traffic (AADT) information from NCDOT indicates US 52 has 7300 vehicles per day (2018 data) north of the site near its intersection with High Rock Rd and 6800 vehicles per day (2019 data) at a location south on US 52 in Stanly County. 2018 data for the segment Old Beatty Ford Rd beginning at Old US 80 is 1900 AADT and a location near Stokes Ferry Rd is 650 AADT.

US 52 Highway is identified as a boulevard in the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CTP) with a design capacity of 14,600 AADT. Although 50% under capacity, the CTP recommends improvements for US 52 that

increase the current two (2) lane, sixty (60) foot right-of-way to a four (4) lane road and median in a one hundred ten (110) feet right-of-way. Funding shortfalls have continually delayed construction of this project, but right-of-way purchase has been tentatively scheduled for 2028.

The 4.1 mile segment of Old Beatty Ford Rd from US 52 to Stokes Ferry Rd is identified as a minor thoroughfare with a sixty (60) foot right-of-way and design capacity of 13,100 AADT. No future changes are proposed for this road segment in the CTP.

Utilities The facility is proposing an interconnect with Duke Energy's transmission lines and has provided documentation that Duke is aware of their intent. As indicated by its site plan, a second point of interconnect may change between alternate substation #2 (on site) and alternate substation locations #3 behind Carolina Perlite.

The facility should require no provision of water or septic, unless the proposed modular storage trailer is either required by code or desire of the applicant.

Schools As this facility will not generate any residential uses and is not proximate to a school, no impacts are anticipated.

ZONING ANALYSIS – Specific Conditional District Standards per Section 21-64(a)

Setbacks The Site Plan depicts the system area at the required one hundred (100) foot setback from road rights-of-way and adjoining property lines. Likewise, all other proposed structures that are not solar collectors are located at least three hundred (300) feet from any residence, church or school on adjoining properties.

AZO The site is not located within the conical or horizontal surfaces of the MidCarolina Regional Airport, but is located just over one thousand (1,000) feet from the runway at Gold Hill AirPark. However, the zoning ordinance has no separation standards between utility scale solar systems and private airfields.

Although this specific standard for MidCarolina is associated with glare impacts, the applicant has provided a glare analysis (Exhibit 8) not only for the Gold Hill AirPark, but also accounts for the Stanly County Airport. The general finding from the applicant's report suggest its facility will not create glare impacts for pilots landing and leaving these runways.

Screening Buffering Fencing The applicant has proposed using the Alternative Buffers or Screening and Existing Vegetation provisions authorized per 21-64(2)3(ii). Along the southern and eastern site boundary, where residential uses are located, the screening will consist of an eighty (80) foot buffer; fifty (50) feet of which will be undisturbed existing vegetation and thirty (30) feet of managed regrowth; refer to Exhibit 14. Fencing of the system area will consist of wildlife permeable fencing, aka "Deer Buster" as recommended by NC Wildlife Resources Commission. Refer to Applicant's Exhibit 10. Along the northern site boundary, screening will consist of eighty (80) feet of existing vegetation and along the western site boundary adjoining the Statesville Brick property no screening will be provided, just the one hundred (100) foot system area setback will be observed with fencing in place.

Access Roads Proposed road locations are depicted on the site plan and indicate the composition will consist of six (6) inches of aggregate base course (ABC) stone. The site has also obtained approved commercial driveway permits for its access onto US 52 and Old Beatty Ford Rd. Reference Exhibit 5. Although not evident from the Site Plan, the driveways connections must be paved from the state road to the system area as noted in site plan note #9.

Decommissioning Plan The applicant has provided a decommissioning estimate prepared by an NC PE along with his credentials for consideration. Refer to Exhibit 6.

Supplementary Materials Refer to Exhibit 9 for relevant studies, documents, and reports contained in Exhibits that were received from the NC Clearinghouse as part of its review by the NC Utilities Commission.

Evidence the applicant has informed Duke Energy of its intent to interconnect is contained in Exhibit 7.

The applicant's Certificate of Public Necessity and Convenience issued by the NC Utilities Commission is included as Exhibit 13.

LAND USE PLAN RECOMMENDATIONS

- **Areas currently served or having the potential to be served by water or sewer infrastructure are not preferred locations.** The site is not currently served by municipal water or sewer infrastructure, but the North Stanly-Pfeiffer Water District does provide limited service in Rowan County. It currently serves the Gold Hill Airpark (south of the site) and some industrial users on the west side of US 52. According to district staff, the system does have capacity to serve other Rowan users, but currently there are no plans to extend service. Stanly County Utilities Department indicated sewer service is located and terminates in an area behind Pfeiffer University but there no plans for extension. In the event water service is extended to this site, the benefit is negated as the soils are poorly suited for septic systems, i.e. water without sewer is not seen as an advantage for the majority of potential developments for the site.
- **Existing Industrial (IND) and Economic Development (ED) zoning districts, or sites / properties listed with the Rowan County Economic Development Commission, are not preferred locations.** With exception of a portion of the Carolina Perlite property, none of these tracts are located in an IND or ED district, nor listed with the EDC for economic development.
- **Encouraged in areas with low to moderate residential population densities in combination with buffers and screening.** Census information for 2000 and 2010 found on pages 9 and 10 of the ELUP suggest population densities proximate to the site are in the middle to lower density categories of those in the planning area.
- **Locations or areas of a site with topography such that screening / visual separation cannot be achieved from adjoining properties or roadways within a three (3) year time frame should be avoided.** As noted herein, the site and its interior tend to sit lower than the adjoining ridgeline

formed by US 52 and Old Beatty Ford Rd. The applicant's proposed use of existing vegetation, treeline and managed regrowth areas within the system area setback (100' from property lines), claims to achieve this standard. Page 1 of the alternative Buffer Compliance packet (Exhibit 14) depicts its buffer transect which is supplemented with actual site photos of existing vegetation at areas identified on page 2 of Exhibit 14. As an alternative to existing vegetation and managed regrowth areas, the applicant has proposed installation of Type B screening (refer to sheet 10 of Exhibit 14) along the Benton tract (TP: 543-026) consisting of a mixture of evergreen and deciduous species between four (4) and six (6) feet tall at time of planting. The applicant has also proposed to modify the site access from US 52 such that the system area would not be visible; refer to pages 6 and 12 of Exhibit 14.

- **Sites that will occupy prime soils or displace active farming operations are not preferred, but if approved should incorporate native plants or grasses as groundcover and include pollinator friendly vegetation.** As noted herein, the soils at this site are not considered "prime", but 98% of the site acreage is currently in the agricultural deferral program for timber production and eventual harvesting. Management plans for pine forests attempt to have a rotation of timber stock sizes with intermediate thinning at 15-20 years, 25-30 years and final harvest at 40 years and then replanting. Exhibit 15 is the applicant's Biodiversity Plan (BD-1 and BD-2) which details location and type of pollinator friendly seeding mixtures, etc.
- **Panel locations within the Special Flood Hazard Areas (SFHA) or placement of fill within these areas of a site is discouraged.** No SFHA are associated with this site and proposed panel locations are depicted outside stream buffer areas.
- **Subject to potential utility extensions, sites having identified poor soils or building / septic constraints are generally encouraged for selection.** Refer to 1st bullet within this section of the Staff Report.
- **Sites within the viewshed of a public park, National Register listed historic property or Rowan County landmark are not preferred.** Applicant's Exhibit 9 contains an opinion from the North Carolina State Historic Preservation Office (SHPO) that indicates no historic resources would be affected by the site. Likewise, Staff is not aware of a park within the viewshed of the site or a County identified landmark that would be impacted.
- **Utility scale solar energy systems locating within one (1) mile of another utility scale solar energy system is discouraged.** The closest operating utility scale system located in Rowan County is over two (2) miles northwest of the site on St. Peters Church Rd. A five hundred (500) acre solar facility located in Stanly County and bordering both Cabarrus and Rowan Counties was approved in 2018 and according to their Staff construction of the facility is imminent. Although this facility appears to be within the one-mile threshold, the County's adoption of its zoning ordinance and land use plans apply to lands in Rowan County not located within a zoning jurisdiction of a municipality. While not stated, the assumption would be the same "municipal exclusion" would also apply to adjacent counties.
- **A maximum system acreage of 50 acres is preferred, but may be increased based on the site's ability to meet all other recommendations contained herein.** This site is more than ten (10)

times the recommended acreage and the Commission will need to determine whether it satisfies all other land use plan recommendations.

- **Site locations along the East NC 152 and US 52 highway corridors are not preferred.** Approximately thirty-one (31) acres on the east side of US 52 and 9.34 acres on the west side of US 52 are located within the US 52 Highway corridor, which is seven (7) percent of the total CD request.

STAFF COMMENTARY

Prior to enacting the County's solar moratorium, twelve (12) of the conditional use permit applications approved by the Commission ranged in size from 1.3 MW to 6.9 MW, but it was an application for a 65 MW facility that prompted the Commission's desire to evaluate its process and standards for review of these facilities.

The Solar Text Amendments (ZTA 02-19) were developed as a means to establish an equitable review and public input process along with additional standards for screening, setbacks and decommissioning. As specific standards were put in place for conditional district zoning, the County also adopted land use plan recommendations for siting utility scale solar energy systems. The ordinance standards were intended as a minimum set of criteria for siting a project and the land use recommendations as a guide in considering whether the project "fit" within a community. Together, their intent was to "ensure utility scale systems are not a dominant land use featured in rural areas."

At 573 acres, the site is almost the equivalent acreage of one square mile (640 acres), but Staff review of the application finds it has adhered to the minimum ordinance criteria, but whether it is deemed to be consistent and reasonable will depend on the Commission's assessment of the general land use plan recommendations based on the application, public hearing and the applicant's presentations.

STAFF RECOMMENDATIONS

The recommendations contained herein were suggestions for consideration during the Planning Board review. Actions or responses from the applicant following the Planning Board consideration are provided as bold italic text.

1. Increase riparian buffer to one hundred (100) feet from all perennial streams located in the Tuckertown Watershed (WS-IV) area and fifty (50) feet for streams outside the WS-IV area. These areas should remain as an undisturbed, forested buffer during and post construction. ***The applicant's revised site plan satisfies this recommendation.***
2. Provide consistent setback of fifty (50) feet around identified wetland areas. ***The applicant's revised site plan satisfies this recommendation.***
3. Prior to commencing grading activity or construction, have an on-site survey conducted by a biologist for any federal or state-listed animal, plant or aquatic species to ensure there are no impacts to rare, threatened or endangered species. Provide copies of this study to Staff and applicable stated and federal agencies for review and comment. ***Applicant contends the County does not have jurisdiction to require this type of survey but***

will require with applicable NC and Federal rules for study of endangered animals and plant species.

4. Re-seed all disturbed areas within the system area with pollinator friendly seed mixtures. ***The applicant's Biodiversity Plan site plan satisfies this recommendation.***
5. Compliance with disconnect length and associated recommendations contained in the NC Stormwater Design Manual for Solar Facilities to be deemed pervious. ***The applicant has stipulated it will comply with this recommendation.***

COMMISSION DELIBERATION

Any recommended conditions from the Commission should address conformity with zoning ordinance or applicable standards therein, the land use plan and impacts reasonably expected to be generated from the site.

In determining whether an application satisfies amending the County's zoning map, the Commission must determine "whether the proposed change advances the public health, safety or welfare as well as the intent and spirit of ordinance." In assessing the impact of this change, "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." [reference 21-362 of Rowan County Zoning Ordinance]

Regardless of recommendation, the Commission must develop Statements of Consistency and Reasonableness, although recent statutory changes allow these to be contained in a single statement. The Commission may also opt to utilize the statement submitted by its Planning Board, which states, "***Z 08-21 is not consistent with the Eastern Rowan Land Use Plan and is not reasonable based on the following:***

1. ***There is another utility scale solar energy system less than 1 mile from the proposed site of this utility scale solar energy system.***
2. ***The solar plan recommendation set 50 fifty acres as the maximum area for a solar facility, but that could be exceeded if all preferences were met, but in this case, they were not met.***
3. ***The potentially high detrimental impact on the airport-based community that lies adjacent to the proposed site."***

As a reminder, Consistency describes whether the decision is consistent or inconsistent with an adopted comprehensive plan; and Reasonableness evaluates: size of the area; benefits and detriments to the landowner, neighbors and community; relationship between current actual and permissible development in the proposed area compared to development allowed if approved; why the decision is in the public's interest; and any changed conditions warranting approval.

Attached is the Statements Worksheet the Board may wish to use as a guide when reviewing this application's material and during the courtesy hearing.

Applicants Exhibits

1. RA(CD) application
2. Statement of Reasonableness and Consistency
3. Site Plans
4. Site Plan Notes
5. NCDOT Driveway Permits
6. Decommissioning Estimate and PE credentials
7. Duke interconnect agreement
8. Glare Study
9. NC Clearinghouse Documents
10. Deer Buster Fence Examples
11. Emergency Action Plan
12. Gold Hill Flats letter
13. CPCN frim NC Utilities Commission
14. Alternative Buffer Simulation
15. Biodiversity Plan

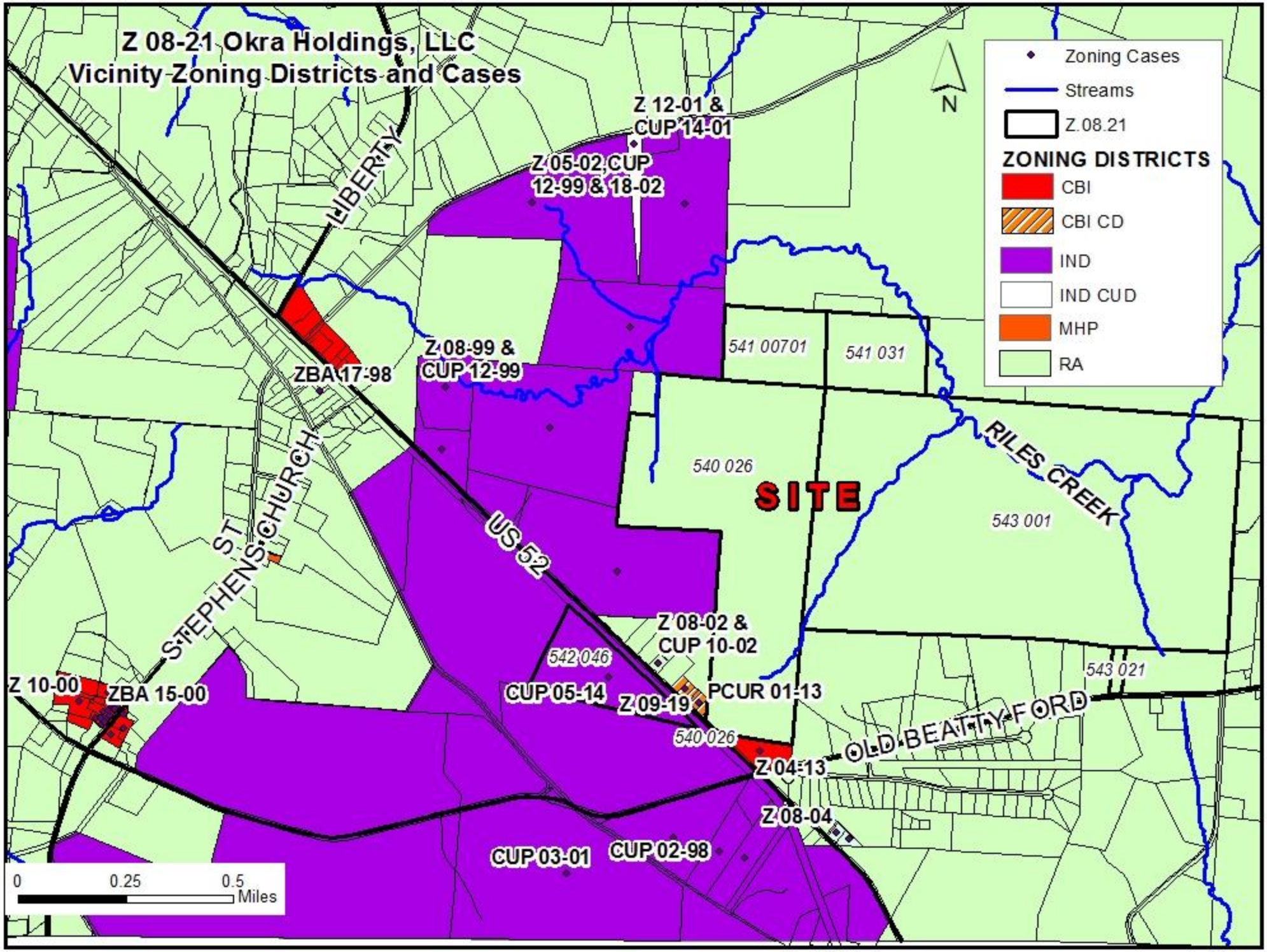
ATTACHMENT 1

TABLE 6.--PRIME FARMLAND

(Only the soils considered prime farmland are listed. Urban or built-up areas of the soils listed are not considered prime farmland. If a soil is prime farmland only under certain conditions, the conditions are specified in parentheses after the soil name)

Map symbol	Soil name
ApB	Appling sandy loam, 1 to 6 percent slopes
CcB	Cecil sandy loam, 2 to 8 percent slopes
CeB2	Cecil sandy clay loam, 2 to 8 percent slopes, eroded
ChA	Chewacla loam, 0 to 2 percent slopes, frequently flooded (where drained and either protected from flooding or not frequently flooded during the growing season)
DoA	Dogue fine sandy loam, 0 to 2 percent slopes, rarely flooded
DoB	Dogue fine sandy loam, 2 to 6 percent slopes, rarely flooded
EnB	Enon fine sandy loam, 2 to 8 percent slopes
HeB	Helena sandy loam, 1 to 6 percent slopes
HwB2	Hiwassee clay loam, 2 to 8 percent slopes, eroded
MbB	Mecklenburg loam, 2 to 8 percent slopes
MeB2	Mecklenburg clay loam, 2 to 8 percent slopes, eroded
OkA	Oakboro silt loam, 0 to 2 percent slopes, frequently flooded (where drained and either protected from flooding or not frequently flooded during the growing season)
PaB	Pacolet sandy loam, 2 to 8 percent slopes
PcB2	Pacolet sandy clay loam, 2 to 8 percent slopes, eroded
RnB	Rion-Wedowee complex, 2 to 8 percent slopes
RvA	Riverview loam, 0 to 2 percent slopes, occasionally flooded
SeB	Sedgefield fine sandy loam, 1 to 6 percent slopes
UrB	Uwharrie silt loam, 2 to 8 percent slopes
UwB2	Uwharrie silty clay loam, 2 to 8 percent slopes, eroded
VaB	Vance sandy loam, 2 to 8 percent slopes
WkB	Wickham fine sandy loam, 2 to 8 percent slopes

Excerpted from Rowan County Soil Survey 1993


Z 08-21 Okra Holdings, LLC
Vicinity Zoning Districts and Cases
Zoning Cases
Streams
Z.08.21
ZONING DISTRICTS
CBI
CBI CD
IND
IND CUD
MHP
RA
N
Z 12-01 & CUP 14-01
Z 05-02 CUP 12-99 & 18-02
Z 08-99 & CUP 12-99
ZBA 17-98
LIBERTY
ST STEPHENS CHURCH
US 52
541 00701
541 031
540 026
SITE
RILES CREEK
543 001
Z 08-02 & CUP 10-02
542 046
543 021
Z 10-00
ZBA 15-00
CUP 05-14
Z 09-19
PCUR 01-13
OLD BEATTYFORD
Z 04-13
Z 08-04
CUP 03-01
CUP 02-98
0
0.25
0.5
Miles

CONSISTENCY & REASONABLENESS WORKSHEET

CONSISTENCY QUESTION	*"Is the proposed amendment consistent with any adopted plan."* Consider the future land use map and text recommendations, if applicable

YES	NO	
☐	☐	**Is the request consistent with applicable plans?**
☐	☐	**Is the request consistent with any other adopted plans?**

REASONABLENESS QUESTION	*"Is there a reasonable basis for the change in zoning."* The statement is designed to address potential spot zoning claims.

YES	NO	
☐	☐	**Size, physical conditions and other attributes of the area to be rezoned** Single or multiple tracts / property owners; special site characteristics such as topography or infrastructure.
☐	☐	**Benefits and detriments to landowners, neighbors, and community** Is there a benefit to the owner at the expense of the neighbors or community
☐	☐	**Relationship between current and future uses** Degree of difference between existing and proposed list of allowable uses.
☐	☐	**Action taken is in the public interest** Does the request advance the public health, safety and general welfare and spirit and intent of the ordinance?
☐	☐	**Are there any changed conditions that warrant the amendment?** Change in land use, infrastructure, land use plans, etc.

STATEMENT DEVELOPMENT	**After considering all of the criteria, one of the following three (3) statements shall be adopted:**

1 "**Z** _____ **is consistent** with the_____ Land Use Plan(s) and reasonable / appropriate based on the following...".

2 "**Z**_____ **is not consistent** with the _____ Land Use Plan(s) or reasonable / appropriate based on the following...".

3 "**Z**_____ **is reasonable, appropriate, and necessary to meet the development needs of Rowan County** not previously envisioned by the _____ Land Use Plans (s) based on the following..." "Furthermore, this adoption is deemed an amendment to the _____ Land Use Plan(s)."

BOARD OF COMMISSIONERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 1

Rezoning Application

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 08-21
Date Filed 6-7-21
Received By MEM
Amount Paid $300 + $300 vested rights
Office Use Only

REVISED

REZONING APPLICATION

NB: Project comprised of ~~five contiguous~~ six parcels owned by ~~four~~ five distinct landowners. See following page for list of additional parcels and owners. All ownership affidavits attached.

OWNERSHIP INFORMATION:

Name: Tall Pine Investments, LLC
Signature: Sam A. Nash
Phone: 704-640-0056 Email: winchester12@carolina.rr.com
Address: 2210 Helig Rd., Salisbury, NC 28146

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

Name: Okra Holdings, LLC
Signature:
Phone: 704-644-7733 Email: BREdev@birdseyeenergy.com
Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28205

PROPERTY DETAILS:

Tax Parcel(s): 543 001, 543 021 Size (sq.ft. or acres): 001=349a; 021=2.05a
Property Location: Gold Hill,NC
Current Land Use: Timber
Date Acquired: 8/10/05 Deed Reference: Book 1043 Page 47

REQUEST DETAILS:

Existing Zoning District RA/IND Requested Zoning District RA-CD

If requesting a conditional zoning district, list proposed use or uses:
Utility-scale solar farm

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

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

Okra Holdings, LLC

Landowners

1) Tall Pines Investments, LLC (Sam Nash)
   Parcel: 543 001, 543 021
   Total acreage: 351.05
   Details see previous page

2) James Schad

PROPERTY DETAILS:

Tax Parcel(s): 540026 Size (sq.ft. or acres): 160acres

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 4/15/04 Deed Reference: Book 1005 Page 373

3) Michael Thomas Barrier and Daniel Gillion Barrier

PROPERTY DETAILS:

Tax Parcel(s): 541 007 01 Size (sq.ft. or acres): 26.75 acres

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 1/13/04 Deed Reference: Book 1026 Page 273

4) Julia M. Marshall Revocable Trust Agreement

PROPERTY DETAILS:

Tax Parcel(s): 541 031 Size (sq.ft. or acres): 26.75

Property Location: Gold Hill, NC

Current Land Use: Timber

Date Acquired: 6/7/10 Deed Reference: Book 1164 Page 749

5) Carolina Perlite Company, Inc.

PROPERTY DETAILS:

Tax Parcel(s): 542 046 Size (sq.ft. or acres): 9.34+/- portion of parcel

Property Location: 14750 ~~14630~~ Hwy 52 S. Gold Hill, NC 28071

Current Land Use: Industrial

Date Acquired: 12/19/1995 Deed Reference: Book ~~786~~ 750 Page ~~329~~ 942

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Sam A. Nash, 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): Sam A. Nash

Date: 5/12/21

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

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

STATE OF North Carolina COUNTY OF Rowan

I, Aurora Villanueva, a Notary Public for said County and State, do hereby certify that Samuel Arey Nash personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 8.03.2025, 20 25.

SEAL

Aurora Villanueva
NOTARY PUBLIC
Rowan County, NC
My Commission Expires August 3, 2025

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 9/27/21 3. Notifications Mailed: 9/16/21 4. Property Posted: 9/16/21 5. Planning Board Action: Approved _____ Denied X 6. Board of Commissioners Public Hearing: 11/15/21 7. Notifications Mailed: 11/2/21 8. Property Posted: 11/2/21 9. Dates Advertised: 1st 11/4/21 2nd 11/11/21 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: __/__/__

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Michael Barrier Daniel Barrier, 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): Michael Theresa Barrier Daniel Gillian Barrier

Date: 5-18-2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

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

STATE OF NC COUNTY OF Mecklenburg

I, Renee Holmes, a Notary Public for said County and State, do hereby certify that Michael and Daniel Barrier personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires May 2, 2023.

SEAL

RENEE HOLMES
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires May 2, 2023

OFFICIAL USE ONLY

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Julia M. Marshall, 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): Julia M Marshall Revocable Trust Agreement

Date: 5/17/2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

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 South Carolina COUNTY OF Charleston

I, Deborah S. Anderson, a Notary Public for said County and State, do hereby certify that Julia Marshall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires January 8, 2028.

SEAL

DEBORAH S. ANDERSON
NOTARY PUBLIC- SOUTH CAROLINA
My Commission Expires January 8, 2028

OFFICIAL USE ONLY

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), James J. Schad, 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): James J. Schad

Date: 5/17/21

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-844-7733

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

STATE OF North Carolina **COUNTY OF** Union

I, April L. Rose, a Notary Public for said County and State, do hereby certify that James J. Schad personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 22, 20 23.

April L. Rose

SEAL
APRIL L. ROSE
My Commission Expires
NOTARY PUBLIC
August 22, 2023
UNION COUNTY, NC

OFFICIAL USE ONLY

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Caroline Perlite Co. Inc., 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): Nicholas F. Chirico

Date: August 9, 2021

Name of Applicant / Agent: Okra Holdings, LLC

Address: 1125 E. Morehead St., Suite 202, Charlotte, NC 28204

Phone Number: 704-644-7733

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

STATE OF NC **COUNTY OF** Mecklenburg

I, Khamla Sphabmixay, a Notary Public for said County and State, do hereby certify that Nicholas Frank Chirico personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 07/27/2025.

SEAL

Khamla Sphabmixay
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 27, 2025

OFFICIAL USE ONLY

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

Perlite Lease Area (a portion of Carolina Perlite Co Parcel, Pin# 6604-04-53-5618)

Being that certain land situated in Rowan County, North Carolina, and being a portion of land owned by Carolina Perlite Co (PIN# 6604-04-53-5618, DB 750, PG 942) and being more particularly described as follows:

BEGINNING at an existing iron pipe marking the southwest corner of Carolina Perlite Co (PIN# 6604-04-53-5618, DB 750, PG 942) and having a North Carolina Grid Coordinate (NAD83) of Northing:643,568.37' and Easting: 1,604,3333.95'; thence with the western line of Carolina Perlite Co, North 26°30'12" East a distance of 1032.07 feet to a calculated corner; thence South 33°57'31" East a distance of 564.26 feet to a calculated corner; thence South 56°05'25" West a distance of 357.57 feet to a calculated corner; thence South 34°02'14" East a distance of 531.67 feet to a calculated corner along the southern line of Carolina Perlite Co.; thence with the southern line of Carolina Perlite Co., North 76°38'16" West a distance of 798.20 feet to the point of BEGINNING, containing an area of 406,734 square feet, or 9.34 acres, more or less.

BOARD OF COMMISSIOINERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 2

Statement of Reasonableness and Consistency

Vested Rights Request

Statement of Plan Consistency and Reasonableness
Revised 8/31/21

Applicant Okra Holdings requests rezoning of approximately 575 acres located in Rowan County near the US 52 Highway/Old Beatty Ford Road intersection (the "Site") from RA and IND to RA(CD) for utility scale solar farm use (the "Amendment"). Approximately 565.6 acres of the Site is located on north east side of US Highway 52 with 9.34 acres being located south west side of US Highway 52. For purposes of this Statement, the 565.6 acre portion of the Site is identified as Area A and the 9.34 acre portion of the Site is identified as Area B.

Applicant contends that the proposed Amendment is consistent with applicable adopted plans including the Land Use Plan, Areas East of I-85 (the "Plan"), Land Use Plan Recommendations for Solar Energy Systems ("SES Recommendations"), and other adopted plans such as the comprehensive and metropolitan transportation plans ("CRMPO CTP & MTP"). To the extent that any inconsistencies exist, there is also a reasonable basis to approve the Amendment as set forth herein.

Land Use Plan, Areas East of I-85 (the "Plan"):

Area A is located within Planning Area One. Planning Area One consists of primarily agricultural and low density residential uses serviced by private wells and septic systems. Area B is located within Planning Area Three. Planning Area Three is characterized by largely the same uses as Planning Area One with the addition of certain nodal commercial uses and highway corridor commercial and industrial uses along US Highway 52 near the Gold Hill Community Area B is a portion of a 27.48 acre tract operated by Carolina Perlite and located within the US 52 Commercial/Industrial Corridor as identified by the Plan. Area B is proposed for development as two substations. The Site is adjacent to/in the vicinity of extraction based manufacturers including Vulcan Construction Materials and Statesville Brick as well as 24/7 industrial users. The Site is identified by the Plan as having poor (severe) quality soil and resulting septic constraints.

Future Land Use Recommendations for Planning Areas One and Three recognize limited opportunities for residential subdivision development given the soil constraints and current lack of sewer/water infrastructure. The Plan recommends low density, conservation and agricultural type uses for the Site. Placement of high impact, rural commercial and industrial uses along the US 52 Highway to avoid conflict with area residential uses.

Where opportunities exist, the Plan recommends conservation subdivision development in combination with agricultural activities such as cattle grazing, hay fields, etc. (farm use that will not create constant noise, dust or odor) as appropriate future use. The Plan also encourages the consideration of non- traditional ideas or policies promoting "alternative fuel production" as a compatible use to area farming operations, as well as a desire to preserve the natural environment and water quality/quantity of the area.

The proposed Amendment for use of the Site for solar farm ("Solar Farm" or "Use") *is consistent* with the Plan's recommendation that the Site be used for quiet, low intensity farm type

uses that cause little or no impact on the surrounding area. The proposed Solar Farm creates no dust or odor, and only a low humming sound during daylight hours which will be mitigated by proposed distance from inverters to the property lines. The Use requires minimum grading and the resulting development creates very minimal impervious area. The proposed Solar Farm will provide natural habitats for wildlife and does not necessitate the use of chemicals commonly associated with farming activities.

Land Use Plans rarely expressly call for solar farm or other utility facilities as future uses. However, the proposed uses are allowed in RA-(CD) zoning districts and presumed compatible with other RA uses. The proposed Amendment is **consistent** with the *Land Use Plan, Areas East of I-85* (2012) and to the extent it is not, certainly meets the purpose and intent of the Plan.

CRMPO CTP and CRMPO MTP:

US Highway 52 is slated for widening from 60 feet to 110 feet to provide for a 4 lane divided facility with right of way acquisition currently expected to begin in 2028 with construction to begin the following year, although it could be delayed. No roadway improvements are scheduled for Old Beatty Ford Road East of the US Highway 52 intersection. The Amendment will not impede the proposed roadway improvements and is therefore consistent with applicable transportation plans. Indeed, in light of the recognized need for additional transportation infrastructure through this area, Solar Farm use presents the ideal low/no traffic interim use for the Site until the necessary roadways are constructed. As such, the proposed Amendment is consistent and approval is reasonable.

Solar Energy System Land Use Plan Recommendations

The Amendment satisfies the "orderly planned use of land resources" principle found in Section 21-2 of the Rowan County Zoning Ordinance as demonstrated via application of the policies in the recently adopted *Solar Energy System Land Use Plan Recommendations* (2021) (the "SES Recommendations") to the characteristics of the Site.

The Site is "consistent" with the SES Recommendations in that:

The Site has no current sewer infrastructure, or foreseeable potential for utility extension.
The Site is located within low to moderate residential population densities with buffering and screening as shown on the Site Plan that meets or exceeds Zoning Ordinance requirements.
The Site has poor soils and building/septic constraints.
The Site is located outside existing Economic Development ED Zoning Districts.
The Site is not actively engaged in farming operations.
The perimeter of the Site will be buffered and screen through use of existing vegetation and managed regrowth to provide a robust buffer and visual separation from adjoining properties and roadways within 3 years.
Native plants or grasses will be planted as groundcover and include pollinator friendly vegetation as described in the Site Plan.
The Site is located outside view shed of a public park, National Register listed historic property, or upon Rowan County landmark.

The Site is located outside of a Special Flood Hazard Area.
The Site is not located within one mile of another solar farm site system in Rowan County.
The Site is not located along the US 29 and I-85 highway corridors.
The Site is not located in proximity to High Rock Lake located in Area Two.

The Site is inconsistent with the SES Recommendation in that:
The Site exceeds the preferred maximum system acreage of 50 acres, and
The Site also has frontage along approximately 260 feet of the US 52 Highway corridor (not preferred) but will be extensively buffered from view.
9.34 acres of the overall Site is located within an existing Industrial IND Zoning Districts (not preferred) but is limited given existing utility infrastructure and existing industrial operations on the larger tract. Substations are proposed for development on this portion of the Site.

In light of the Plan's recommendation to consider "alternative fuel production" opportunities, and given the limited public infrastructure and geographic challenges of the Site, the subject provides a unique opportunity to place a single large scale solar farm in a "preferred" location. Furthermore, the Site will be screened and buffered from the right of way as shown on the Site Plan.

For the reasons set forth herein, approval of the Application is reasonable in that the proposed Amendment meets the goals of the Plans and advances the public welfare as follows:

There will be real and personal property tax benefits brought to Rowan County.

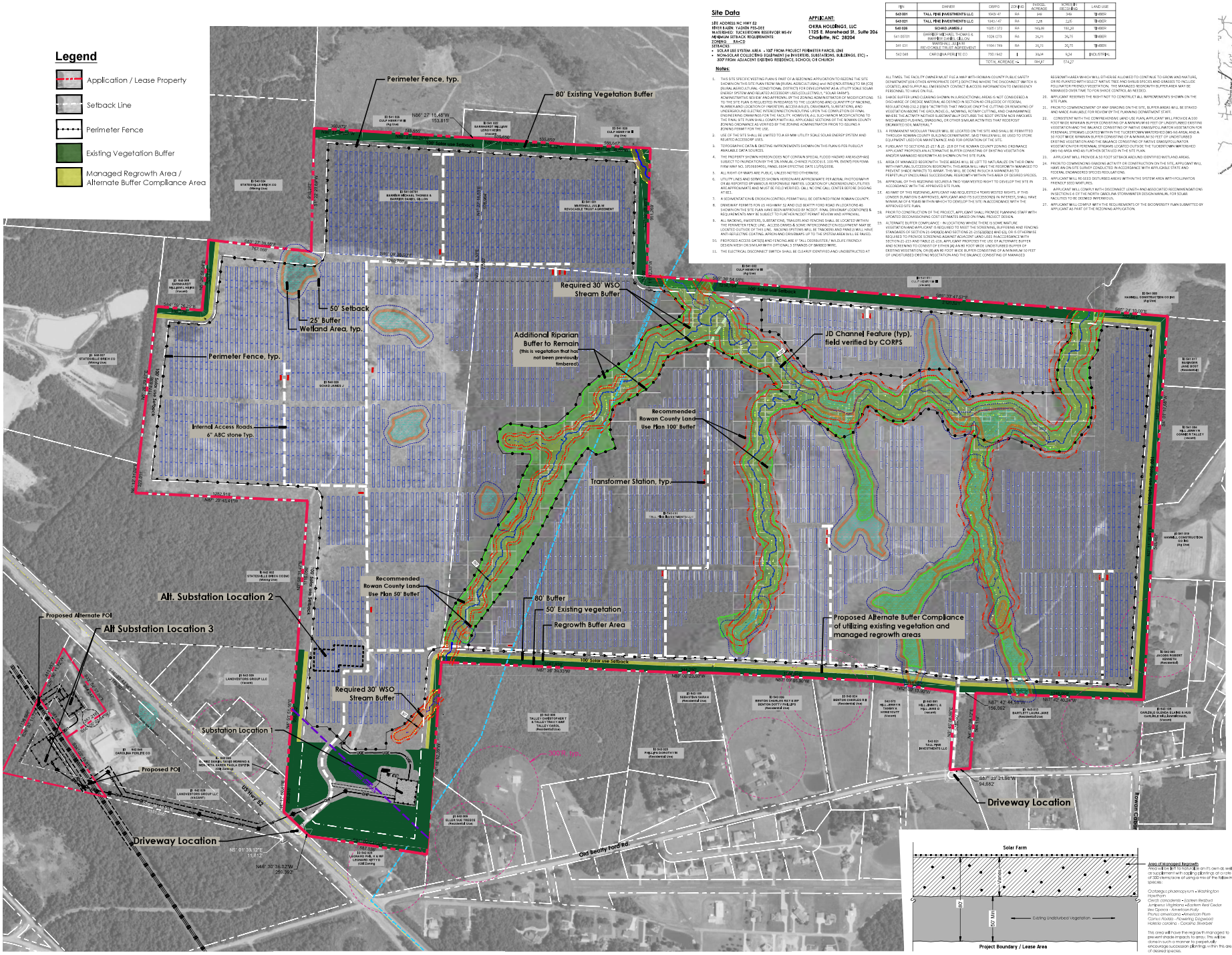
- The solar energy system will provide renewable energy to the local power grid.
- A solar farm is quiet and does not emit noise, fumes, or toxic waste, making it preferable to other potential uses for the land.
- This solar energy farm will not displace other farmland, due to the poor soil quality contained on the selected parcels.
- The Amendment enables land owners to make reasonable use of their properties until such time as public infrastructure allows for alternative uses.
- Without Solar farm use provides land owners with stable income allowing owners to continue farming operations on other more viable acreage.
- The proposed use provides an excellent transition/buffer between residential subdivision use off Old Beatty Ford Road and the industrial users, currently existing, and envisioned along the US 52 Highway Corridor.
- Only solar farm development allows for restoration of the Site to its "pre-existing" condition.
- Use of trackers that, like sun flowers, turn to follow the sun and maximize energy output.
- Proposed project will produce power enough for approximately 17,000 North Carolina homes based on annual useage.
- Solar farms make excellent neighbors. Quiet operation during daylight hours; passive use that produces no dust or odor.
- Short construction time, estimated at 9-12 months.
- Post-construction, a solar farm creates less traffic than a single family household.
- Site is monitored electronically 24/7; minimal actual site visits by personnel and generally limited to mowing or maintenance activities.

- Typically, no personnel located permanently on site.
- Site to be designed with special BRE biodiversity measures including Pollinator friendly plantings and habitats, native flora, and small wildlife permeable fencing.
- Site is entirely fenced for safety, and to protect the equipment and Site from non-authorized uses.
- Decommissioning Plan and associated bond will be provided to cover cost of after life removal.
- Limited use of available public infrastructure. Solar farms do not require trash pick- up, sewer, water, or bus stops. Nor does solar farm use increase school populations, create traffic or place any greater burden on public services than other uses in the area (likely less).

Approval of the proposed Rezoning will be deemed to amend the Zoning Map in accordance with North Carolina Gen. Stat. Sec. 160D-605.

Request for 4 Year Vested Rights:

Given the size of the Site and proposed Solar Farm, the complexities of the project, the significant up-front capital to construct, the multi-million dollar investment made to upgrade necessary electrical infrastructure prior to construction of the Solar Farm, the negotiation of various agreements with power purchasers and other entities required for solar farm production, and the need for the Solar Farm as evidenced by the Certificate of Public Convenience and Necessity obtained for this Site, pursuant to N.C. Gen. Stat. Sec. 160D-108.1, Okra Holdings, LLC requests approval of 4 year vested rights to construct the Solar Farm in accordance with the approved Site Plan.



Site Data

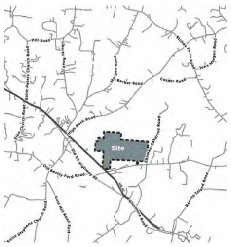
SITE ADDRESS: NC HWY 52
RIVER BASIN: YADKIN PEE-DEE
WATERSHED: TUCKERTOWN RESERVOIR WS-IV
MINIMUM SETBACK REQUIREMENTS
ZONING: RA-CD
SETBACKS:
- SOLAR USE SYSTEM AREA - 100' FROM PROJECT PERIMETER PARCEL LINE
- NON-SOLAR COLLECTING EQUIPMENT (ie INVERTERS, SUBSTATIONS, BUILDINGS, ETC) - 300' FROM ADJACENT EXISTING RESIDENCE, SCHOOL OR CHURCH

APPLICANT:
OKRA HOLDINGS, LLC
1125 E. Morehead St., Suite 204
Charlotte, NC 28204

PIN	OWNER	DEED	ZONING	PARCEL ACREAGE	SURVEY (R) RECORDING	LAND USE
543 001	TALL PINE INVESTMENTS LLC	1043/47	RA	348	346	TIMBER
543 021	TALL PINE INVESTMENTS LLC	1043/47	RA	228	226	TIMBER
543 028	SCHAD JAMES J	1005/373	RA	165.39	159.29	TIMBER
541 00101	DANIELSON MICHAEL THOMAS & DANIELSON DANIEL GELLON REVOCABLE TRUST AGREEMENT	1008/1073	RA	35.29	35.29	TIMBER
541 031	MARSHALL JULIA M	1166/1166	RA	35.75	35.75	TIMBER
542 048	CAROLINA PERLITE CO	750/1442	I	39.24	9.24	INDUSTRIAL
				TOTAL ACREAGE →	844.97	574.27

Notes:

1. THIS SITE SPECIFIC VESTING PLAN IS PART OF A REZONING APPLICATION TO REZONE THE SITE SHOWN ON THIS SITE PLAN FROM RA (RURAL AGRICULTURAL) AND IND (INDUSTRIAL) TO RA-CD (RURAL AGRICULTURAL - CONDITIONAL DISTRICT) FOR DEVELOPMENT AS A UTILITY SCALE SOLAR ENERGY SYSTEM AND RELATED ACCESSORY USES (COLLECTIVELY, "SOLAR FARM"). ADMINISTRATIVE REVIEW AND APPROVAL BY THE ZONING ADMINISTRATOR OF MODIFICATIONS TO THE SITE PLAN IS REQUESTED PURSUANT TO THE LOCATION AND QUANTITY OF FENCING, NUMBER AND LOCATION OF INVERTERS, ACCESS AISLES, DRIVEWAYS, SUBSTATIONS AND UNDERGROUND ELECTRIC INTERCONNECTION/ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE ROWAN COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT FOR THE USE.
2. USE OF THE SITE SHALL BE LIMITED TO A 69 MW UTILITY SCALE SOLAR ENERGY SYSTEM AND RELATED ACCESSORY USES.
3. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
4. THE PROPERTY SHOWN HEREON DOES NOT CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (I.E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 3710581200J, PANEL 0581 EFFECTIVE DATE: 1/05/2018.
5. ALL RIGHT-OF-WAYS ARE PUBLIC, UNLESS NOTED OTHERWISE.
6. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL NC ONE CALL CENTER BEFORE DIGGING AT 811.
7. A SEDIMENTATION & EROSION CONTROL PERMIT WILL BE OBTAINED FROM ROWAN COUNTY.
8. DRIVEWAY PERMITS FOR US HIGHWAY 52 AND OLD BEATTY FORD ROAD IN LOCATIONS AS SHOWN ON THE SITE PLAN HAVE BEEN APPROVED BY NCDOT. FINAL DRIVEWAY LOCATION(S) & REQUIREMENTS MAY BE SUBJECT TO FURTHER NCDOT PERMIT REVIEW AND APPROVAL.
9. ALL RACKING, INVERTERS, SUBSTATIONS, TRAILERS AND FENCING SHALL BE LOCATED WITHIN THE PERIMETER FENCE LINE. ACCESS DRIVES & SOME INTERCONNECTION EQUIPMENT MAY BE LOCATED OUTSIDE OF THIS LINE. RACKING SYSTEMS WILL BE TRACKERS AND PANELS WILL HAVE ANTI-REFLECTIVE COATING. APRON AND DRIVEWAYS UP TO THE SYSTEM AREA WILL BE PAVED.
10. PROPOSED ACCESS GATE(S) AND FENCING ARE 6' TALL DEER/BEAR / WILDLIFE FRIENDLY DESIGN MESH OR BARBED WIRE WITH OPTIONAL 3 STRANDS OF BARBED WIRE.
11. THE ELECTRICAL DISCONNECT SWITCH SHALL BE CLEARLY IDENTIFIED AND UNOBSTRUCTED AT ALL TIMES. THE FACILITY OWNER MUST FILE A MAP WITH ROWAN COUNTY PUBLIC SAFETY DEPARTMENT (OR OTHER APPROPRIATE DEPT.) DEPICTING WHERE THE DISCONNECT SWITCH IS LOCATED, AND SUPPLY ALL EMERGENCY CONTACT & ACCESS INFORMATION TO EMERGENCY PERSONNEL TO HAVE ON FILE.
12. SHADE BUFFER LAND CLEARING SHOWN IN JURISDICTIONAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 404 (m) CRITERIA OF FEDERAL REGULATIONS (33 C.F.R. 323.2 (d)(3) "ACTIVITIES THAT INVOLVE ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND (E.G., MOWING, ROTARY CUTTING, AND CHAINSAWING) WHERE THE ACTIVITY NEITHER SUBSTANTIALLY DISTURBS THE ROOT SYSTEM NOR INVOLVES MECHANIZED PLOWING, DRAINING, OR OTHER SIMILAR ACTIVITIES THAT RESULT IN EXCAVATED SOIL MATERIAL."
13. A PERMANENT MODULAR TRAILER WILL BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH ROWAN COUNTY BUILDING DEPARTMENT. SAID TRAILER WILL BE USED TO STORE EQUIPMENT USED FOR MAINTENANCE AND FOR OPERATION OF THE SITE.
14. PURSUANT TO SECTIONS 21-227 & 21- 228 OF THE ROWAN COUNTY ZONING ORDINANCE APPLICANT PROPOSES AN ALTERNATIVE BUFFER CONSISTING OF EXISTING VEGETATION AND/OR MANAGED REGROWTH AS SHOWN ON THE SITE PLAN.
15. AREA OF MANAGED REGROWTH- THESE AREAS WILL BE LEFT TO NATURALIZE ON THEIR OWN WITH NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER AS TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.
16. APPROVAL OF THIS REZONING SECURES A TWO YEAR VESTED RIGHT TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLAN.
17. AS PART OF THIS REZONING, APPLICANT HAS REQUESTED 4 YEARS VESTED RIGHTS. IF THIS LONGER DURATION IS APPROVED, APPLICANT AND ITS SUCCESSORS IN INTEREST, SHALL HAVE A MINIMUM OF 4 YEARS WITHIN WHICH TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLAN.
18. PRIOR TO CONSTRUCTION OF THE PROJECT, APPLICANT SHALL PROVIDE PLANNING STAFF WITH UPDATED DECOMMISSIONING COST ESTIMATES BASED ON FINAL PROJECT DESIGN.
19. ALTERNATE BUFFER COMPLIANCE - IN LOCATIONS WHERE THERE IS SOME MATURE VEGETATION AND APPLICANT IS REQUIRED TO MEET THE SCREENING, BUFFERING AND FENCING STANDARDS OF SECTION 21-249(A)(3) AND SECTION 21-251(D)(3)(A)(C)(2), OR IS OTHERWISE REQUIRED TO PROVIDE SCREENING AGAINST ADJACENT LAND USES IN ACCORDANCE WITH SECTION 21-213 AND TABLE 21-216, APPLICANT PROPOSES THE USE OF ALTERNATE BUFFER AND SCREENING TO CONSIST OF EITHER (a) AN 80 FOOT WIDE UNDISTURBED BUFFER OF EXISTING VEGETATION, OR (b) AN 80 FOOT WIDE BUFFER CONSISTING OF A MINIMUM 50 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF MANAGED REGROWTH AREA WHICH WILL EITHER BE ALLOWED TO CONTINUE TO GROW AND MATURE, OR BE PLANTED WITH SELECT NATIVE TREE AND SHRUB SPECIES AND GRASSES TO INCLUDE POLLINATOR FRIENDLY VEGETATION. THE MANAGED REGROWTH BUFFER AREA MAY BE MANAGED OVER TIME TO PREVENT SHADE CONTROL AS NEEDED.
20. APPLICANT RESERVES THE RIGHT NOT TO CONSTRUCT ALL IMPROVEMENTS SHOWN ON THE SITE PLAN.
21. PRIOR TO COMMENCEMENT OF ANY GRADING ON THE SITE, BUFFER AREAS WILL BE STAKED AND MADE AVAILABLE FOR REVIEW BY THE PLANNING DEPARTMENT STAFF.
22. CONSISTENT WITH THE COMPREHENSIVE LAND USE PLAN, APPLICANT WILL PROVIDE A 100 FOOT WIDE RIPARIAN BUFFER CONSISTING OF A MINIMUM 50 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF NATIVE ORNAMENTAL/CONSERVATION VEGETATION FOR PERENNIAL STREAMS LOCATED WITHIN THE TUCKERTOWN WATERSHED (WS-IV) AREA, AND A 50 FOOT WIDE RIPARIAN BUFFER CONSISTING OF A MINIMUM 30 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF NATIVE ORNAMENTAL/CONSERVATION VEGETATION FOR PERENNIAL STREAMS LOCATED OUTSIDE THE TUCKERTOWN WATERSHED (WS-IV) AREA AND AS FURTHER DETAILED IN THE SITE PLAN.
23. APPLICANT WILL PROVIDE A 50 FOOT SETBACK AROUND IDENTIFIED WETLAND AREAS.
24. PRIOR TO COMMENCING GRADING ACTIVITY OR CONSTRUCTION ON THE SITE, APPLICANT WILL HAVE AN ON-SITE SURVEY CONDUCTED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL ENDANGERED SPECIES REGULATIONS.
25. APPLICANT WILL RE-SEED DISTURBED AREAS WITHIN THE SYSTEM AREA WITH POLLINATOR FRIENDLY SEED MIXTURES.
26. APPLICANT WILL COMPLY WITH DISCONNECT LENGTH AND ASSOCIATED RECOMMENDATIONS IN SECTION 6-5 OF THE NORTH CAROLINA STORMWATER DESIGN MANUAL FOR SOLAR FACILITIES TO BE DEEMED IMPERVIOUS.
27. APPLICANT WILL COMPLY WITH THE REQUIREMENTS OF THE BIODIVERSITY PLAN SUBMITTED BY APPLICANT AS PART OF THE REZONING APPLICATION.



Watershed Portion of Site

Type of Land Cover			Area (acres)
OPEN SPACE			
Grassed & Wooded Areas			380.25
IMPERVIOUS SURFACES			
Roads (gravel)			4.50
Inverters/transformer pads	Qty	Area/Unit	
	12	800	0.20
Rack Posts		Area/post	
	2628	0.0039	0.2457
Existing Structures To Remain			0.00
Total			384.96
Percent Impervious			1.25

Perimeter Buffer Area

Okra Holdings LLC

Rowan County, NC

SUNSTUDIO

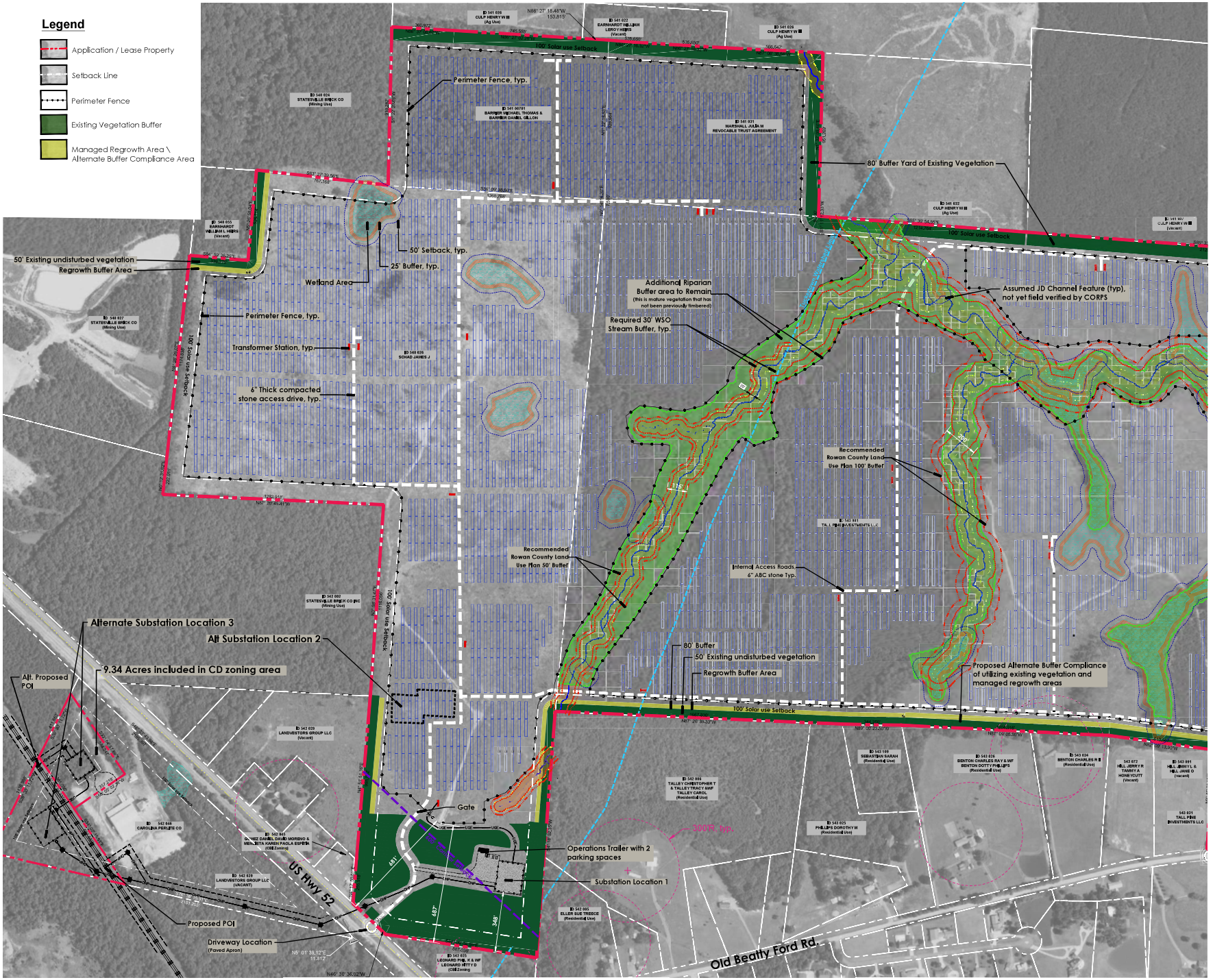
Client
BIRDSEYE RENEWABLE ENERGY

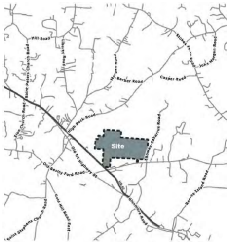
Title
CD Site Plan

Date
10.06.21

Scale
0 350 700 Feet

Sheet Number
SP-1





Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

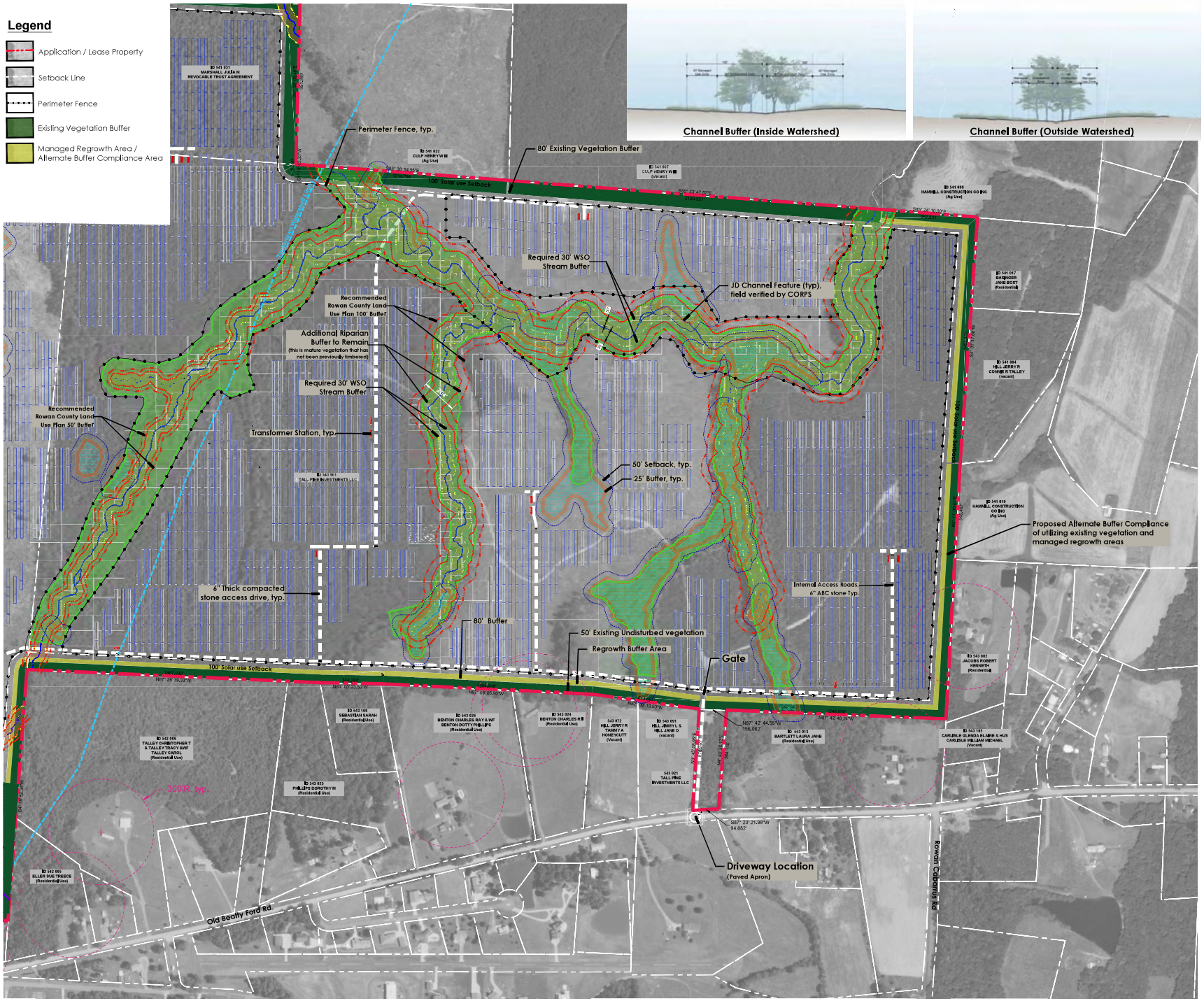
Client
BIRDSEYE RENEWABLE ENERGY

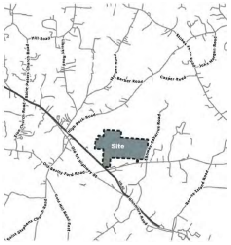
Title
CD Site Plan - West

Date
10.06.21

Scale
0 200 400 Feet

Sheet Number
SP-2





Okra Holdings LLC

Rowan County, NC

SUNSTUDIO

Client

BIRDSEYE RENEWABLE ENERGY

Title

CD Site Plan - East

Date

10.06.21

Scale

0 200 400 Feet

Sheet Number

SP-3

1. THIS SITE SPECIFIC VESTING PLAN IS PART OF A REZONING APPLICATION TO REZONE THE SITE SHOWN ON THIS SITE PLAN FROM RA (RURAL AGRICULTURAL) and IND (INDUSTRIAL) TO RA (CD) (RURAL AGRICULTURAL -CONDITIONAL DISTRICT) FOR DEVELOPMENT AS A UTILITY SCALE SOLAR ENERGY SYSTEM AND RELATED ACCESSORY USES (COLLECTIVELY, "SOLAR FARM"). ADMINISTRATIVE REVIEW AND APPROVAL BY THE ZONING ADMINISTRATOR OF MODIFICATIONS TO THE SITE PLAN IS REQUESTED IN REGARDS TO THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS AISLES, DRIVEWAYS, SUBSTATIONS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE ROWAN COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT FOR THE USE.
2. USE OF THE SITE SHALL BE LIMITED TO A 69 MW UTILITY SCALE SOLAR ENERGY SYSTEM AND RELATED ACCESSORY USES.
3. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
4. THE PROPERTY SHOWN HEREON DOES NOT CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (I.E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 3710660400J, PANEL 6604 EFFECTIVE DATE 11/05/2008.
5. ALL RIGHT-OF-WAYS ARE PUBLIC, UNLESS NOTED OTHERWISE.
6. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL NC ONE CALL CENTER BEFORE DIGGING AT 811.
7. A SEDIMENTATION & EROSION CONTROL PERMIT WILL BE OBTAINED FROM ROWAN COUNTY.
8. DRIVEWAY PERMITS FOR US HIGHWAY 52 AND OLD BEATTY FORD ROAD IN LOCATIONS AS SHOWN ON THE SITE PLAN HAVE BEEN APPROVED BY NCDOT. FINAL DRIVEWAY LOCATION(S) & REQUIREMENTS MAY BE SUBJECT TO FURTHER NCDOT PERMIT REVIEW AND APPROVAL.
9. ALL RACKING, INVERTERS, SUBSTATIONS, TRAILERS AND FENCING SHALL BE LOCATED WITHIN THE PERIMETER FENCE LINE. ACCESS DRIVES & SOME INTERCONNECTION EQUIPMENT MAY BE LOCATED OUTSIDE OF THIS LINE. RACKING SYSTEMS WILL BE TRACKERS AND PANELS WILL HAVE ANTI-REFLECTIVE COATING. APRON AND DRIVEWAYS UP TO THE SYSTEM AREA WILL BE PAVED.
10. PROPOSED ACCESS GATE(S) AND FENCING ARE 6' TALL DEERBUSTER / WILDLIFE FRIENDLY DESIGN MESH OR SIMILAR WITH OPTIONAL 3 STRANDS OF BARBED WIRE.

11. THE ELECTRICAL DISCONNECT SWITCH SHALL BE CLEARLY IDENTIFIED AND UNOBSTRUCTED AT ALL TIMES. THE FACILITY OWNER MUST FILE A MAP WITH ROWAN COUNTY PUBLIC SAFETY DEPARTMENT (OR OTHER APPROPRIATE DEPT.) DEPICTING WHERE THE DISCONNECT SWITCH IS LOCATED, AND SUPPLY ALL EMERGENCY CONTACT & ACCESS INFORMATION TO EMERGENCY PERSONNEL TO HAVE ON FILE.

12. SHADE BUFFER LAND CLEARING SHOWN IN JURISDICTIONAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 40 CFR (CODE OF FEDERAL REGULATIONS) 232.2 (3)(II) "ACTIVITIES THAT INVOLVE ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND (E.G., MOWING, ROTARY CUTTING, AND CHAINSAWING) WHERE THE ACTIVITY NEITHER SUBSTANTIALLY DISTURBS THE ROOT SYSTEM NOR INVOLVES MECHANIZED PUSHING, DRAGGING, OR OTHER SIMILAR ACTIVITIES THAT REDEPOSIT EXCAVATED SOIL MATERIAL."

13. A PERMANENT MODULAR TRAILER WILL BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH ROWAN COUNTY BUILDING DEPARTMENT. SAID TRAILER WILL BE USED TO STORE EQUIPMENT USED FOR MAINTENANCE AND FOR OPERATION OF THE SITE.

14. PURSUANT TO SECTIONS 21-217 & 21- 218 OF THE ROWAN COUNTY ZONING ORDINANCE APPLICANT PROPOSES AN ALTERNATIVE BUFFER CONSISTING OF EXISTING VEGETATION AND/OR MANAGED REGROWTH AS SHOWN ON THE SITE PLAN.

15. AREA OF MANAGED REGROWTH- THESE AREAS WILL BE LEFT TO NATURALIZE ON THEIR OWN WITH NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER AS TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.

16. APPROVAL OF THIS REZONING SECURES A TWO YEAR VESTED RIGHT TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLAN.

17. AS PART OF THIS REZONING, APPLICANT HAS REQUESTED 4 YEARS VESTED RIGHTS. IF THIS LONGER DURATION IS APPROVED, APPLICANT AND ITS SUCCESSOR(S) IN INTEREST, SHALL HAVE MINIMUM OF 4 YEARS WITHIN WHICH TO DEVELOP THE SITE IN ACCORDANCE WITH THE APPROVED SITE PLAN.

18. PRIOR TO CONSTRUCTION OF THE PROJECT, APPLICANT SHALL PROVIDE PLANNING STAFF WITH UPDATED DECOMISSIONING COST ESTIMATES BASED ON FINAL PROJECT DESIGN.

19. ALTERNATE BUFFER COMPLIANCE - IN LOCATIONS WHERE THERE IS SOME MATURE VEGETATION AND APPLICANT IS REQUIRED TO MEET THE SCREENING, BUFFERING AND FENCING STANDARDS OF SECTION 21-64(A)(3) AND SECTIONS 21-215(2)(B)(1) AND (2), OR IS OTHERWISE REQUIRED TO PROVIDE SCREENING AGAINST ADJACENT LAND USES IN ACCORDANCE WITH SECTION 21-215 AND TABLE 21-216, APPLICANT PROPOSES THE USE OF ALTERNATE BUFFER AND SCREENING TO CONSIST OF EITHER (A) AN 80 FOOT WIDE UNDISTURBED BUFFER OF EXISTING VEGETATION, OR (B) AN 80 FOOT WIDE BUFFER CONSISTING OF A MINIMUM 50 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF MANAGED REGROWTH AREA WHICH WILL EITHER BE ALLOWED TO CONTINUE TO GROW AND MATURE, OR RE-PLANTED WITH SELECT NATIVE TREE AND SHRUB SPECIES AND GRASSES TO INCLUDE

POLLINATOR FRIENDLY VEGETATION. THE MANAGED REGROWTH BUFFER AREA MAY BE MANAGED OVER TIME TO FOR SHADE CONTROL AS NEEDED.

20. APPLICANT RESERVES THE RIGHT NOT TO CONSTRUCT ALL IMPROVEMENTS SHOWN ON THE SITE PLAN.

21. PRIOR TO COMMENCEMENT OF ANY GRADING ON THE SITE, BUFFER AREAS WILL BE STAKED AND MADE AVAILABLE FOR REVIEW BY THE PLANNING DEPARTMENT STAFF.

22. CONSISTENT WITH THE COMPREHENSIVE LAND USE PLAN, APPLICANT WILL PROVIDE A 100 FOOT WIDE RIPARIAN BUFFER CONSISTING OF A MINIMUM 60 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF NATIVE GRASS/POLLINATOR VEGETATION FOR PERENNIAL STREAMS LOCATED WITHIN THE TUCKERTOWN WATERSHED (WS-IV) AREA; AND A 50 FOOT WIDE RIPARIAN BUFFER CONSISTING OF A MINIMUM 30 FEET OF UNDISTURBED EXISTING VEGETATION AND THE BALANCE CONSISTING OF NATIVE GRASS/POLLINATOR VEGETATION FOR PERENNIAL STREAMS LOCATED OUTSIDE THE TUCKERTOWN WATERSHED (WS-IV) AREA AND AS FURTHER DETAILED IN THE SITE PLAN.

23. APPLICANT WILL PROVIDE A 50 FOOT SETBACK AROUND IDENTIFIED WETLAND AREAS.

24. PRIOR TO COMMENCING GRADING ACTIVITY OR CONSTRUCTION ON THE SITE, APPLICANT WILL HAVE AN ON-SITE SURVEY CONDUCTED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL ENDANGERED SPECIES REGULATIONS.

25. APPLICANT WILL RE-SEED DISTURBED AREAS WITHIN THE SYSTEM AREA WITH POLLINATOR FRIENDLY SEED MIXTURES.

26. APPLICANT WILL COMPLY WITH DISCONNECT LENGTH AND ASSOCIATED RECOMMENDATIONS IN SECTION E-6 OF THE NORTH CAROLINA STORMWATER DESIGN MANUAL FOR SOLAR FACILITIES TO BE DEEMED IMPERVIOUS.

27. APPLICANT WILL COMPLY WITH THE REQUIREMENTS OF THE BIODIVERSITY PLAN SUBMITTED BY APPLICANT AS PART OF THE REZONING APPLICATION.

BOARD OF COMMISSIONERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 5

NCDOT Driveway Permits

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 25, 2021

Rowan County

Subject: COMMERCIAL DRIVEWAY PERMIT
Okra Solar Gold Hill
US 52 & SR 2356 (Old Beatty Ford Rd)
Driveway Permit No. D091-080-21-00039

Okra Holdings LLC.
1125 E. Morehead St, Suite 202
Charlotte, NC 28204

Mr. Brian Bednar,

Enclosed, please find the approved driveway permit application for the Okra Solar site onto US52 and Old Beatty Ford Road in Rowan County. This permit is contingent upon compliance with the attached Standard Provisions.

NOTE: Please see Standard Provisions Attachment.
NOTE: Please contact County Maintenance Engineer, Michael Hedrick prior to construction.
NOTE: A copy of this approval package should be on site at all times.
NOTE: All Utilities will need to be approved under separate encroachments.
NOTE: Approval of this driveway permit application allows the applicant to establish a connection to an existing state-maintained roadway and does not constitute approval of the proposed commercial site plan or subdivision design.

Sincerely yours,

DocuSigned by:
7AA7144EF694423...
Kelly Seitz, P.E.
District Engineer

PKS: etg

Attachments(s)
pc: Mr. S.P. Ivey, PE, Division Engineer
Mr. Michael Hedrick, PE, County Maintenance Engineer
Mr. Shane Stewart, Rowan County Planning Department

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704)639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D091-080-21-00039	Date of Application 08/20/21	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
County: Rowan		
Development Name: ~~Okra Solar~~ OKRA HOLDINGS, LLC		

LOCATION OF PROPERTY:

Route/Road: SR 2356 & US 52

Exact Distance 4,400 ☐ Miles ☒ Feet N ☐ S ☐ E ☒ W ☐

From the Intersection of Route No. SR 2356 and Route No. US 52 Toward SR 2412

Property Will Be Used For: ☐ Residential /Subdivision ☐ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☒ Other

Property: Solar Farm ☒ is ☐ is not within Rowan County City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	James SCHAD	NAME	Emily Brown
SIGNATURE	[signature]	SIGNATURE	[signature]
ADDRESS	304 S. Second St.	ADDRESS	3310 N. Davidson St Apt 264
	Albemarle, NC 28001 Phone No. 704-608-4885		Charlotte, N.C. 28205

AUTHORIZED AGENT		WITNESS	
COMPANY	OKRA Holdings, LLC	NAME	Emily Brown
SIGNATURE	[signature], Brian C. Bodnar	SIGNATURE	[signature]
ADDRESS	1125 E Morehead St. Ste 202	ADDRESS	3310 N. Davidson St. Apt 264
	Charlotte, NC 28204 Phone No. (704) 301-9629		Charlotte, NC 28205

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE	DATE
[signature]	8/25/21

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE	TITLE	DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE	TITLE	DATE
DocuSigned by: [signature] 7AA7144FF694423...	District Engineer	8/27/2021

INSPECTION BY NCDOT

SIGNATURE	TITLE	DATE

COMMENTS:

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	TACC PINES INV.	NAME	Emily Brown
SIGNATURE	Sam A. Nosh	SIGNATURE	Emily B.
ADDRESS	2210 Helig Rd Salisbury, NC 28146	ADDRESS	3310 N Davidson St Apt 264 Charlotte, NC
	Phone No. (704) 640-0056		

AUTHORIZED AGENT		WITNESS	
COMPANY	OKRA HOLDINGS, LLC	NAME	Emily Brown
SIGNATURE		SIGNATURE	Emily B.
ADDRESS	1125 E. Morehead St, Ste 202, Charlotte, NC 28204	ADDRESS	3310 N. Davidson St. Apt 264 Charlotte, NC 28205
	Phone No. (704) 665-5978		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

ETG — 8/25/21

SIGNATURE — DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY NCDOT

DocuSigned by: 7AA7144FF694423... — District Engineer — 8/27/2021

SIGNATURE — TITLE — DATE

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS:

STANDARD PROVISIONS

1. The Rowan County Maintenance Engineer's Office shall be notified at least five (5) days prior to the actual start of work and upon completion of all the work. A pre-construction meeting with Michael Hedrick, P.E., County Maintenance Engineer, Telephone (704-630-3240) shall be held in order that he may schedule his inspections accordingly.

2. An executed copy of this driveway permit shall always be present at the site during construction. If safety or traffic conditions warrant such an action, the Department reserves the right to further limit, restrict or suspend operations within the right-of-way.

3. All materials and construction shall be in accordance with NCDOT standards and specifications, Including, but not limited to, the NCDOT Standard Specifications of Roads and Structures dated January 2018, the NCDOT Roadway Standard Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way

4. Strict compliance with the Policy on Street and Driveway Access to North Carolina Highways and Subdivision Roads Minimum Construction Standards manuals shall be required.

5. It shall be the responsibility of the developer to acquire or dedicate new right-of-way for all roadway improvements associated with the driveway permit. This shall include any and all construction easements, utility easements, sidewalk maintenance easements, etc. The Department of Transportation will not approve or take on maintenance of any facility that is located outside of recorded right-of-way. The developer shall identify the need for additional right-of-way or easements and officially record those with the respective county's register of deeds office.

6. Traffic control devices, lane closures, road closures, positive protection and/or any other warning devices shall be used in accordance with the latest NCDOT Roadway Standard Drawings, Standard Specifications for Roads and Structures, and/or any additional amendments. If there is no guidance provided in the above mentioned standards all traffic control devices shall comply with the latest Manual on Uniform Traffic Control Devices for Streets and Highways. The Department reserves the right to require a written traffic control plan for encroachment operations.

7. During construction, ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

8. The Department reserves the right to modify, remove, or relocate any access point if it is deemed necessary to maintain the safety, mobility, and efficiency of the roadway. The applicant may be held liable for the redesigning any necessary modifications, including but not limited to, medians, auxiliary lanes, and turning movement restrictions.

9. All permanent driveway connections shall be paved for a minimum of fifty (50) feet along the centerline of the new driveway.

10. It shall be the responsibility of the Permittee to determine the location of utilities in the encroachment area. The Permittee shall be responsible for notifying utility owners, providing protection and safeguards to prevent damage or interruption to existing facilities and for maintaining accessibility to existing utilities. Relocation costs of any utilities shall be the responsibility of the permittee.

11. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Permittee in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regarded and seeded in accordance with NCDOT Standard Specifications for Roads and Structures dated January 2018.

12. It shall be the responsibility of the developer to install all necessary regulatory traffic signage, pavement markings, etc. in accordance with the latest NCDOT Roadway Standard Drawings.

13. When surface areas in excess of one acre will be disturbed, the Permittee shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide information shall be grounds for suspension of operations.

14. Driveways must be constructed so that they do not adversely affect highway drainage or drainage of adjacent properties. Drainage and stability of the highway subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway pavement, to pond on the shoulders or in the ditch, or result in erosion within the right-of-way.

15. It shall be the responsibility of the owner to maintain a sight distance triangle being measured seventy (70) feet in length, along the right of way, in each direction from the edges of the proposed or existing driveway and being measured ten (10) feet in width along each side of the drive from its intersection with the right of way and being in addition to the right of way. It is further understood that no structures, signage or vegetation over fifteen (15) inches in height shall be placed within the above described sight distance triangles.

16. It shall be the responsibility of the developer to ensure adequate sight distance in both directions at the driveway connection. Sight distance shall be based upon ten (10) feet of clear sight distance for each one (1) mile per hour of the prevailing speed limit.

17. While the Department of Transportation permits sidewalk construction within the right-of-way, behind curb and gutter sections only, the liability and maintenance of the sidewalk remains the responsibility of the permittee/property owners. All newly constructed sidewalk and curb ramps within NCDOT right-of-way must be constructed in compliance with the Americans with Disabilities Act (ADA) standards. See STD 848.05

18. In the event that plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, such removal or relocation will be done immediately by the permittee (municipality/civic group/individual) upon notification by the Division of Highways, entirely at the expense of the permitee. The Division of Highways will not be responsible for any damage to the planting which may be done by third parties. Maintenance of the plantings will be the responsibility of the permitee. All plantings shall be maintained in a condition that will not interfere nor endanger vehicular or pedestrian traffic. Sightlines to roadway signs must be visible and unobstructed. No planting shall be taller than 24" above roadway elevations. All vegetation must maintain a minimum 5' setback from all ditches and drainage structures.

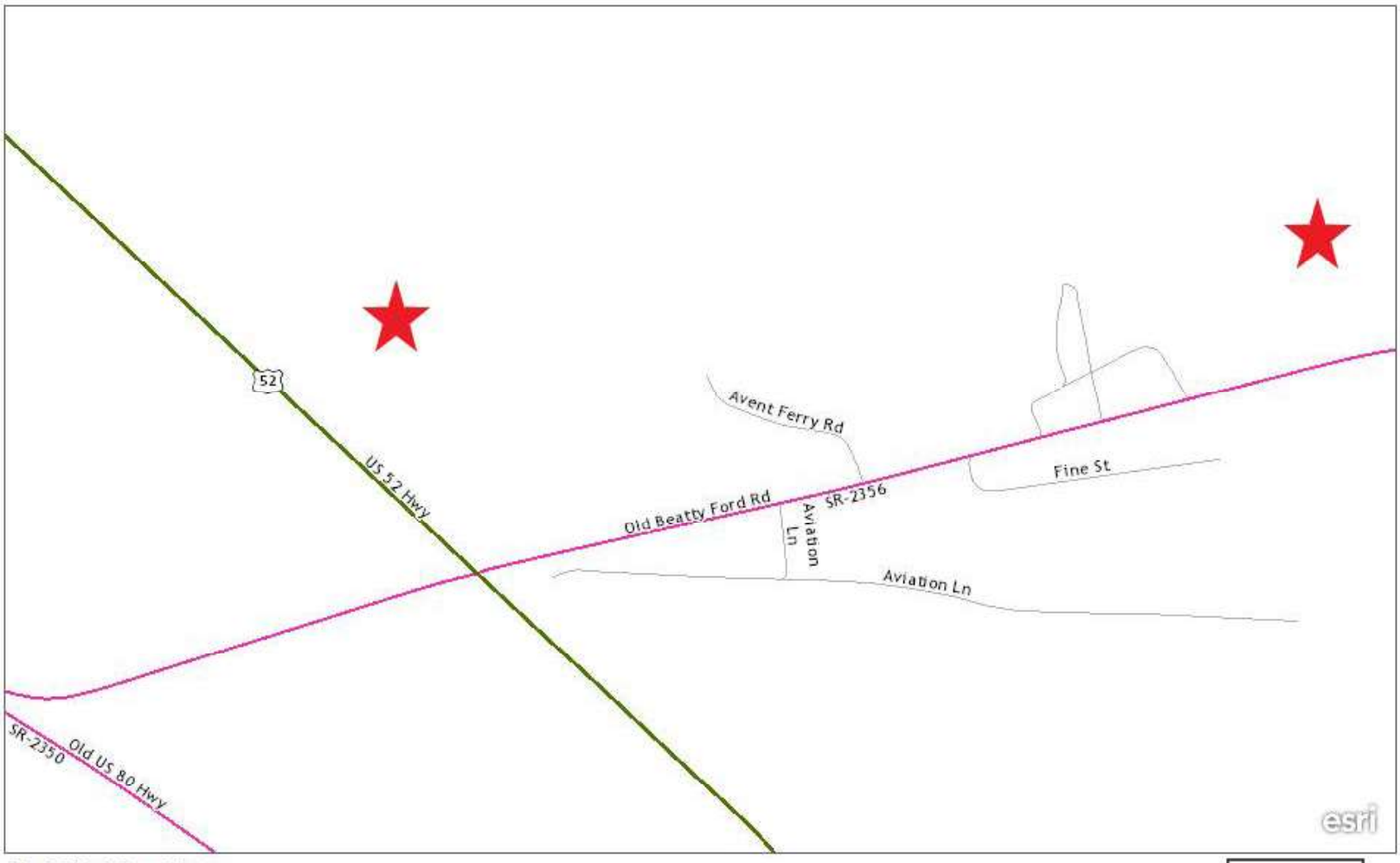
19. All temporary construction entrances are to be stoned and maintained at all times to prevent mud from being tracked onto the highway. Any mud/dirt which may collect on the roadway from equipment and/or truck traffic on site shall be removed in a timely manner to avoid any unsafe traffic conditions.

20. The driveway connection must be completed within one (1) year from the above approval date. Once this time has expired, a reapplication will be required.

21. All personnel performing any activity inside the highway right-of-way are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines. All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right-of-way requires qualified and trained work zone flaggers. Training for this certification is provided by NCDOT training resources and pre-approved private entities. All personnel in charge of overseeing work zone traffic control are required to be qualified work zone supervisors. For any questions regarding proper work zone flagger or supervisor training please refer to our website at http://connect.ncdot.gov/projects/WZTC/pages/Training.aspx. You may also contact Kenneth Thornwell, P.E. at (919-814-5037) or kcthornwell@ncdot.gov

22. Prior to completing any work within five hundred (500') feet of a signalized intersection, please contact Division Traffic Engineer J.P. Couch at 336-747-7800. The developer will be held liable for any damages to existing signal loops or other components.

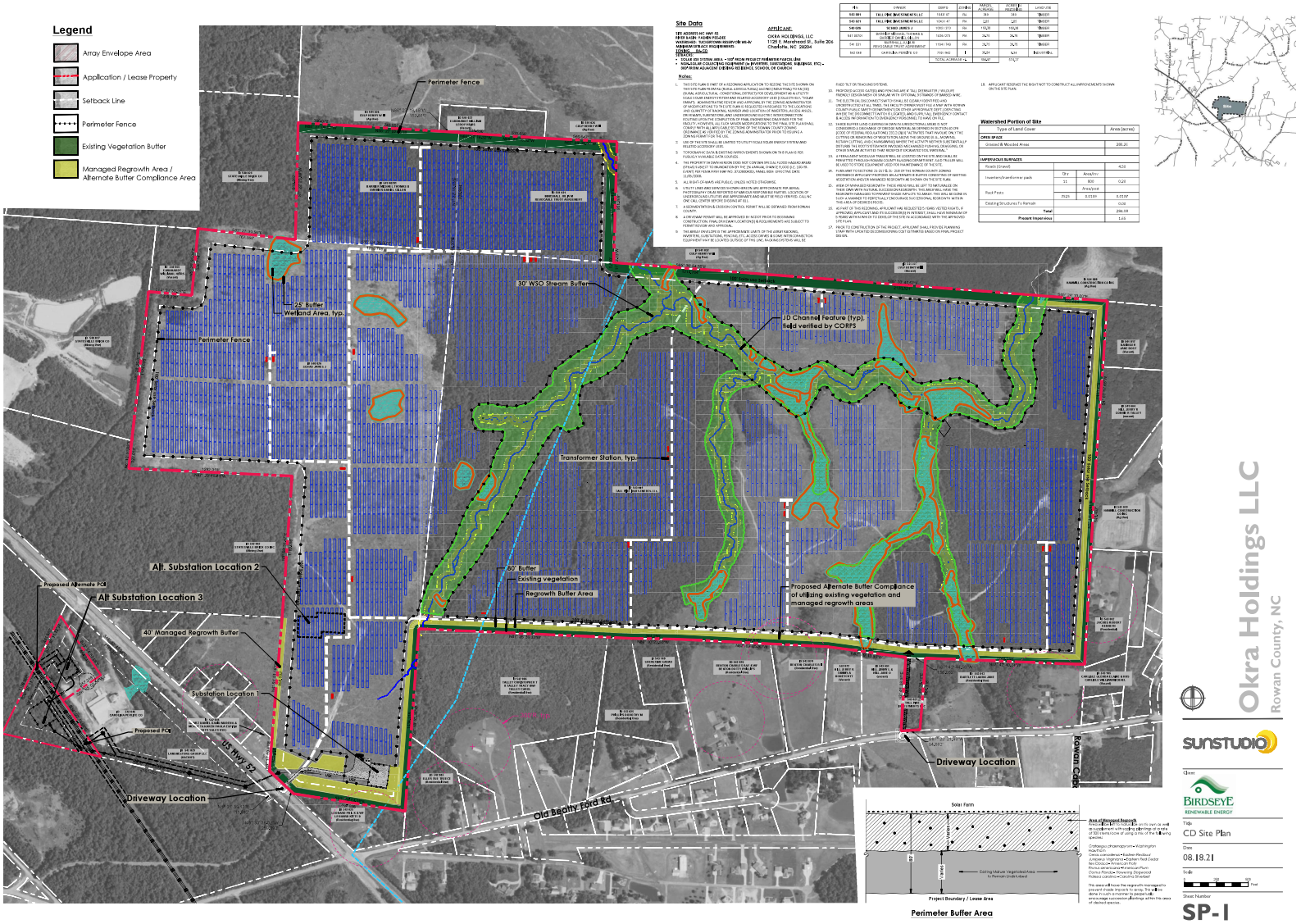
23. **Failure to comply with these set forth provisions will void your driveway access permit and may result in the removal of your driveway entrances.**



Div 9 Dist 1 Base Map

600ft

NCDOT GIS Unit, NCDOT STIP Unit | Esri and its data vendors | NCDOT PMU | NCDOT Traffic Survey Group staff collected, analyzed, processed and reported this data for calendar year 2019. | NCDOT GIS Unit



Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
CD Site Plan

Date
08.18.21

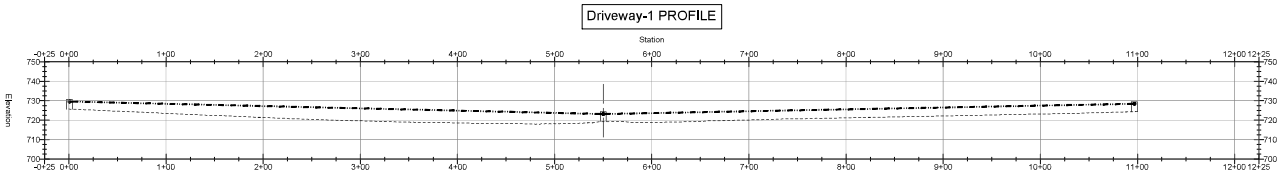
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Sheet Number
SP-1

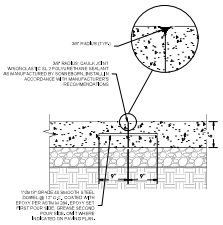




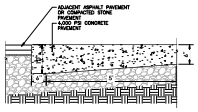
K1 Driveway 1 Site Plan



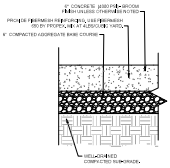
F1 Driveway 1 - Sight Distance Profile



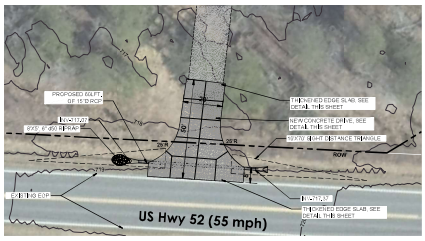
A1 Construction Joint



A5 Thickened Edge



A9 Concrete Paving



A13 Driveway Plan Enlargement

Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 979

Client
BIRDSEYE RENEWABLE ENERGY

Title
Driveway Plan

Date
08.20.21

Scale

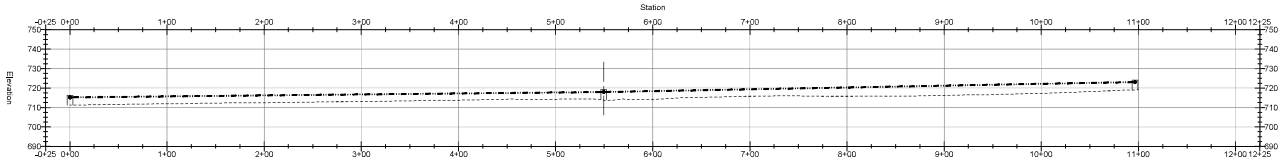
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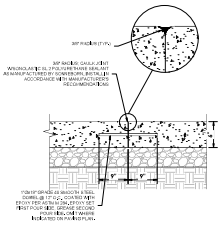


K1 Driveway 2 Site Plan

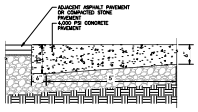
Driveway-2 PROFILE



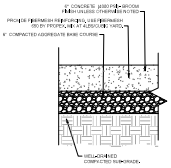
F1 Driveway 1 - Sight Distance Profile



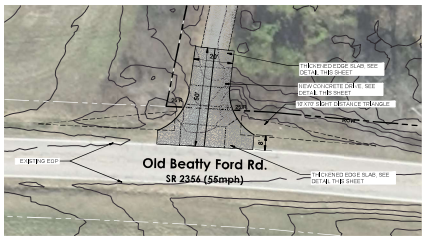
A1 Construction Joint



A5 Thickened Edge



A9 Concrete Paving



A13 Driveway Plan Enlargement

Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
Driveway Plan

Date
08.20.21

Scale

Sheet Number
C1.00

BOARD OF COMMISIONERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 6

Decommissioning Estimate

NC PE's credentials and experience

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519

Site Decommissioning Report

1 September 2021

Site Identification

Name		Okra Holdings, LLC	
Size	Queue	**69 MW**	2018-06-26 15:18:00
Address		US Highway 52, Gold Hill, NC	
POI Coordinates		35°30'40.27"N 80°19'18.51"W	
County / State		Rowan NC	

Transmission Data

Owner/Operator		Duke Energy Carolinas	
Circuit Name		Albemarle 100 kV White	
Voltage	Type	100 kV	Network

Qualifications

The estimated costs herein are based on the author's 40 plus year's engineering experience and 30 plus years' electrical contracting experience in the design and construction of utility scale energy facilities.

Work Scope

This decommission plan is for the fenced 551+/- acres portion of a 574+/- acre tract for a proposed photovoltaic renewable energy generator known as Okra Solar. The project is located in Rowan County NC, is to be rated for 69 MW AC.

Not included: The cost of removal of any Duke owned facilities such as a ring bus switch, metering, power quality monitoring and control equipment is not included. Planting of trees, shrubs, and other woody vegetation (re-forestation) is not included. It is assumed that re-grading of the site to remove any erosion control improvements such as diversion dikes and retention ponds would not desirable. It is further assumed that the rocked internal paths would remain. The land use is currently in wood fiber production. This access enhancement feature would be highly advantageous to future timber harvest and would boost the stump prices to the property owners in the future.

Included in the removal cost: Buried and above ground power conductors, communications, control cables and conduits, concrete equipment pads, fencing, transformers, switch gear, inverters, piles, racks, tracking equipment, and panels. It is expected that the entire disturbed site will be limed and re-seeded with native grasses.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519

Cost considerations

The cost estimates are based on employing a contractor with the experience and the ordinary equipment used in the deconstruction and decommissioning of PV solar farms or similar facilities. Cost estimates include current rates for the labor, materials, equipment depreciation, taxes, insurance, transport costs, equipment rental, overheads, and profit. Labor costs have been estimated using present day nonunion regional labor rates. There has been no future cost escalation or dollar deflation considerations. The equipment being decommissioned is assumed to be undamaged and in operating condition. The transformers, panels, solid state electronics and switch gear commonly have a 'used equipment' value significantly above scrap value in secondary after markets. Disassembly and removal of all other equipment is assumed to be performed without regard for any specific future material re-use except for recycled metals or landfill disposal. It is further assumed that there will be adequate material staging and laydown onsite for deconstruction, recyclables will transported to Charlotte, and the Rowan County Landfill will be used for wastes.

Cost breakdown table

	Qty	unit labor Cost $	Extended labor Cost $	tons	Freight Cost $	Land Fill Cost $	Total Restoration Cost $	unit salvage $/Lb	Extended salvage Cost $	Net Total $$
Item										
75 MVA transformer	1	$30K	$30,000	100	$3,389		$33,389	$2/kVA	$150,000	$116,611
Sungrow 3150U-MV	24	$900	$21,600	476	$4,233		$25,833	$4/kVA	$302,400	$276,567
2000 A 35kV bus 4 Lb./ft.	450	$2.5	$1,125	0.9	$8		$1,133	$3.38	$6,084	$4,951
35 kV Vacuum breakers	4	$800	$3,200	0.6	$5		$3,205	$2000/ea	$8,000	$4,795
100 kV circuit switcher	1	$3,000	$3,000	3.6	$32		$3,032	$5000/ea	$5,000	$1,968
200 kVAR shunt capacitors	75	$18	$1,350	2.1	$18		$1,368	$0.25	$1,031	-$337
Control panels	1	$200	$200	0.1	$1		$201	$600/ea	$600	$399
FTC Voyager tracker	1762	$325	$572,650	3172	$28,192		$600,842	$211/ton	$669,208	$68,366
tracking motor	1762	$13	$22,025	48	$423		$22,448	$0.25	$23,787	$1,339
racking harnesses (feet)	525000	$0.04	$18,375	9.5	$84		$18,459	$2.20	$41,580	$23,121
4/0 Cu 35 kV cable	47700	$0.35	$16,695	33.4	$297		$16,992	$1.10	$73,458	$56,466
PVC conduits	15900	$0.40	$6,360	15.9	$0	$572	$6,932	$0	$0	-$6,932
communications cable ft.	15900	$0.1	$954	0.8	$7		$961	$0.50	$795	-$166
fence 9 Gauge 1.75" mesh	25400	$0.45	$11,430	63	$562		$11,992	$188/ton	$11,890	-$102
concrete fence post/ 10ft	2540	$5	$12,700	64	$353	$2,286	$15,339	$0	$0	-$15,339
concrete pad 21' X 9 'X .5'	22	$300	$6,600	7	$39	$255	$6,895	$0	$0	-$6,895
Crush path 4" X 14'	0	$6/yd	$0	0	$0	$0	$0	$0	$0	$0
PV modules	172,718	$3/ea	$518,154	4430	$39,380		$557,534	$4/ea	$690,872	$133,338
Re-seeding (acre)	420	$120/acre	$50,400	0	$0		$50,400	$0	$0	-$50,400
Net Decommissioning is a Positive cash flow			$1,296,818		$77,023	$3,114	**$1,376,955**		$1,984,705	**$607,750**

This estimate is not based on a final project design. This estimate assumes the 551 acres can be effectively used for panel installation as shown on the site plan. Due to terrain, drainage, wetlands, access roads, additional setbacks and buffers, the actual number of panels installed

in any specific area is subject to change. The name and contact information for the manufacturer of the installed power generating panels has not been selected at this time. The panel manufacturer will be selected at a date closer to construction to ensure product availability and competitive pricing. The name and contact information for the company / contractor performing the installation will be identified after a final design and a complete set of construction plans are let for bids. The proposed schedule for synchronizing this project with the grid is the fourth quarter 2022 or the first quarter 2023. The panel currently under consideration for this project is the Jenko EAGLE 72HM G5b JKM515-535M-72HL4-TV-D2-US. Jenko has provided over 12 GW of panels to the US Market and a recognize leader in this industry. There is no copy of a manufacturer's recommendation for end of life management of equipment available. The primary and secondary contact information for the party responsible for management of installed equipment at the end of its useful life is unknown at this time. The Lessors have executed a Memorandum of Lease for their properties to be used for this project which the Lessee has duly recorded with the Register of Deeds in Rowan County.

The decommissioning costs herein are based on the following:

- FTC Voyager single axis trackers
- hydraulically installed racking piles – no concrete bases
- 550 W Jinko Eagle 72MH G5B panels
- copper conductors for the DC strings
- copper conductors for the low and medium voltage AC collector systems
- 4/0 copper MV cable for the 35 kV collection system
- Sungrow 3150U-MV inverters with integral GSU transformers
- 45/60/75 ONAN/ONAF/ONAF MVA rated Substation transformer
- six foot chain link fencing

Methods

All facilities will be considered to be de-energized with a visible means of "lock out – tag out" before removal. All the site facilities are assumed to be removed on the same mobilization and no part of the total facility will remain in operation. The inverters with transformers would be removed intact. The 75 MVA GSU transformer would be disassembled on site with the transformer fluid, radiators, bushings etc. contained and/or crated for reassembly. The other above ground and underground PV plant material will be mechanically disassembled in appropriate sizes for salvage and disposal, loaded and transported to their applicable destinations.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
919-632-6519



1 September 2021

This cost estimate was not based on detailed construction drawings but it would be typical for a project of this scope and type. Consequently the engineer accepts no liability for errors, omissions, or the adequacy as compared to the actual installed facilities. It is a violation of North Carolina State law for any person, unless acting under direction of a licensed professional engineer to alter this document.

Chris Sandifer PE

3118 Green Road Spring Hope, NC 27882
chrissandifer@embarqmail.com

1 September 2021

Ms. Rebecca Cheatham
Project Developer
Birdseye Renewable Energy
1125 E. Morehead St., Suite 202
Charlotte, NC 28204

Subject: Okra Holdings, LLC Health and Safety Report

Ms. Cheatham:

Okra Holdings, LLC proposes to construct a Utility Scale Solar Farm near the southern border of Rowan County, NC just east of US Highway 52 (Parcel Identification Number 6614-00-15-4655, 6614-00-13-4887, 6604-02-75-0947, 6604-02-77-2875, 6604-02-87-5727 and 6604-04-53-5618). I am familiar with the proposed type of equipment for this solar facility. I have studied the location and siting of this proposed project. I am familiar with the site plan for this project and its interconnection to the electrical grid. Please reference the Curricula Vitae that was sent separately to assess my unique qualifications to evaluate solar farms' health, safety and harmony. I have training and experience reviewing building codes as well as zoning and land use ordinances and regulations. My opinions with regard to issues related to solar farm equipment and design, solar farm locations, and solar farm safety impact have been accepted in judicial and quasi-judicial forums in the State of North Carolina, including municipal and county subdivisions of the State.

I have been employed in the solar industry for the past twelve (12) years, and I am familiar with the concepts of electrical engineering and design. I previously worked for Duke Energy and its predecessors in various roles, including interconnecting solar farms to the electric grid. My experience in the solar industry has taught me that solar farms are a practical solution to the need for sources of clean and renewable energy to power modern society.

I grew up on a farm in South Carolina and currently live on my own farm in Nash County, North Carolina. I also managed an additional 1,700 acres of family-owned, traditional farm lands in Lee, Nash, Edgecombe and Warren Counties in North Carolina. My family and I currently lease approximately 100 acres in Lee County, North Carolina for solar energy production (three 5 MW farms), on jointly owned property, with plans to expand the lease area. As an engineer, electrical contractor, farmer, and land owner, I have an abundance of tangible experience with solar farm design, construction, operation, and maintenance. Consequently, I understand the equipment, and procedures required for a safe and environmentally responsible installation and decommission and the subsequent removal of a solar farm's

facilities. I know that not only will the land not suffer detriment after the solar farm is removed but the soil will once again have the natural organisms which are vital to sustained organic crop production. I also appreciate the importance of having a steady and stable cash flow for a percentage of the annual farm business income.

I serve on the Nash County Planning Board. Nash County was one of the first counties in North Carolina to assess and approve photovoltaic solar farms. The Nash County Board of Commissioners has approved thirty-eight (38) utility-scale solar farms to date. The Board's experience with solar farms, as well as that of the Nash County Planning Department, has been very positive, and Nash County looks forward to more solar projects to benefit our community.

After construction is completed, the proposed Solar Farm will neither emit odor nor generate dust, as even common uses such as farming can. There is no permanent on-site parking or loading areas proposed, as this is an unmanned facility. Sound during full output operation of the Solar Farm will be indistinguishable from ambient background noise at the property boundary. The Solar Farm produces no noise at night.

The proposed Solar Farm will connect to and serve the existing power grid. Power distribution lines will be located underground except for interconnection of the facility to the power grid. Solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. Because they are unpaved, they have beneficial stormwater and ground water recharging effects.

The proposed solar farm will consist of photovoltaic (PV) modules ("Panels") mounted on horizontal metal brackets that are attached to metal piles which are hydraulically pressed into the ground to minimize soil disturbance. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community. The solar panels are non-combustible. They are safe and create no site emissions, odor, or dust. A solar facility is a low impact, passive use of the land. Solar farms enjoy widespread support from environmental organizations. Over 7,000,000 kW of solar generation are already connected to the grid in North Carolina. Solar technology like that proposed for the Property, is not new; solar panels have been in operation for more than fifty (50) years in the United States. The solar array may contain moving parts to enable the panels to track the sun's position in the sky. All electric components will have an Underwriters Laboratories (UL) listing and will comply with the edition of the National Electrical Code in effect at the time of construction.

From my education and experience, I know that EMF is present wherever electricity is present. For example, EMF is produced by magnets, electric tools, computers, radio and television transmitters, mobile phones, and medical devices. EMF is produced by a variety of natural sources as well as the production and distribution of electrical power. Ordinary household appliances such as televisions and refrigerators produce EMF. EMF strength attenuates rapidly as the distance from the source increases. PV panels produce weaker EMF than many household appliances, such as televisions and refrigerators.

The inverters (a solid state electronic device) used to convert electricity from direct current (DC) to alternating current (AC) power, will be located in the interior of the solar facility. Although the inverters inside the solar farm facility produce EMF, the strength of the fields decline rapidly with distance such that EMF measured at the perimeter of the physical facility is generally immeasurable when compared to background EMF.

Electricity is vital for our everyday lives and is essential for a growing economy. Aging traditional generation plants, such as coal and nuclear, will need to be shut down and replaced with new generation facilities. Solar farms are a public necessity in that they generate clean, inexpensive, and unlimited resource that should be preferred to conventional sources of power such as coal, gas, and nuclear energy. These conventional sources of electricity are expensive, use finite resources that require significant environmental disruption and public safety risks to extract and to utilize. This facility will not produce any by product waste such as coal ash or spent nuclear rods that could potentially endanger the environment.

Every NC utility scale solar project must receive a Certificate of Public Convenience and Necessity from the North Carolina Public Utilities Commission in order to make application to connect to the electric grid. Per the Solar Energy Industries Association, NC had over 7,000 MW of photovoltaic generation interconnected to the grid at the end of 2020. The costs for solar panels and electronic equipment continue to decrease as a result of mass production synergies. The output of solar panels has doubled in the last 10 years and the outputs are steadily rising due to improved technologies. The costs for utility scale energy storage are now also tracking down at the same rate and for the same causes. Duke Energy for example has retired 52 coal plants since 2010 and touts it has plans to reduce carbon emissions by 50% by the year 2030 and to be net-zero by 2050. This utility has found renewables to be a cost efficient solution for their new generation.

Approximately 40% of the US annual corn production is refined into ethanol. In 2018 the US Dept. of Energy reported 14.34 billion bushels of corn produced with 5.60 billion bushels used for ethanol fuel. At 165 bushels per acre that is 34 million acres of corn used for fuel. The ubiquitous solar panels installed in 2021 projects would produce that same net energy by using only 567 thousand acres. Photovoltaics are 60 times more efficient than photosynthesis derivatives.

The subject property adjacent to existing power transmission structures utilized to transmit power through the region. In order to effectively distribute electricity, the solar farm has to match the voltage of the line it is “tapping” into. Therefore, the electricity generated and transmitted by a solar farm does not increase the electrical voltage already present in the existing lines of the subject property and adjacent neighborhood, nor does it increase the current in the lines because it simply replaces current from other sources.

Solar farms make good transitional land uses in areas where suburban development is not envisioned in the immediate future. Solar farms, such as the one proposed, allow property owners to maintain large areas for future development while generating income from the

property. At the end of the useful life of the proposed Solar Farm, the land is easily redeveloped for home or other land uses or restored to farming.

Based upon the above stated facts and upon my experience as the engineer of record for multiple solar farms in North Carolina, and my review of this proposed Solar Farm, it is my professional opinion that:

- the proposed Solar Farm is appropriate.
- the proposed Solar Farm will not materially endanger the public health or safety, if located and installed according to the plan submitted and approved.
- the proposed Solar Farm will, if developed according to the plan as submitted and approved, will be in harmony with the area in which it will be located.
- the proposed Solar Farm is essential and desirable to the public convenience and welfare.
- the proposed Solar Farm will have adequate utilities, access roads, drainage, sanitation or other necessary facilities provided.
- the Proposed Solar Farm will, in all other respects, conform to the applicable regulations of the district in which it is located.

Please feel free to contact me, should you have any questions.

With Best Regards

Chris M. Sandifer PE



Chris Sandifer PE

CHRIS SANDIFER, PE

Spring Hope, NC 27882 ● 919.632.6519
chrissandifer@embarqmail.com

Registered and licensed professional Electrical Engineer with broad expertise in the design, building, maintenance and application of electrical power distribution systems since 1972. Extensive experience and proficiency in the redesign, repair, and rebuilding of large rotating electrical equipment and large power transformers. Developed and maintains a comprehensive knowledge of electrical and mechanical physics that enable a superior design. 30 years electric utility engineering experience.

Solar Experience

Engineering Consultant **2010 - 2021**

- Provide a total scope of medium and high voltage interconnection services for utility scale solar voltaic renewable energy developers including circuit design and equipment specifications.
- Vet potential solar farm sites for interconnection to the grid pursuant to the utility's compatibility requirements. The energy injection evaluations consider the size of the aggregate generation on the circuit, cumulative voltage drop, utility facility capacities, power flows, power factor, circuit stiffness factor and voltage flicker.
- Provide a budget cost for the required utility system upgrades.
- Provided preliminary solar site layouts, interconnection application technical data, and a single line diagram for each Interconnection package to the utility.
- Perform post mortem failure analyses for all types of renewable generator equipment including fluid filled transformers, switchgear and inverters.
- Provided expert testimony as to the 'health and safety' and the harmony in hundreds of hearings for zoning, CUPs & SUPs along the eastern seaboard.
- Registered professional engineer in SC, NC, FL, GA, VA, ID, MT, & TX.

Electrical Contractor **1999 - 2021**

A Licensed Electrical Contractor with the Unlimited Classification in NC since 1999. That business focus has been primarily the construction of medium and high voltage interconnections of utility scale renewable generators including photovoltaic, hydroelectric and landfill gas generators.

Education

Bachelor of Science, Electrical and Computer Engineering
Clemson University, Clemson, South Carolina

Farming

I grew up on a farm in SC and currently live on a farm in Nash County, NC. I currently lease approximately 100 acres for photovoltaic energy production The importance of having a steady and stable cash flow for a percentage of the farm income is appreciated.

Planning Board

I serve on the Nash County Planning Board. Nash County has approved 38 utility-scale solar farms to date. The Board's experience with solar farms, as well as that of the Nash County Planning Department staff, has been very positive, and we look forward to more solar projects to benefit our community.

ATTACHMENT 8

Facilities Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this May 19, 2021 day of May 19, 2021, 20 May 19, 2021 by and between **Okra Holdings, LLC**, a Limited Liability Company organized and existing under the laws of the State of North Carolina, ("Interconnection Customer,") and, **Duke Energy Carolinas, LLC**, a Limited Liability Company existing under the laws of the State of North Carolina, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity in addition to an existing Generating Facility consistent with the Interconnection Request Application Form completed by the Interconnection Customer, dated February 4, 2020, and received by the Utility on February 4, 2020; and the single-line drawing provided by the Interconnection Customer, dated June 8, 2018, and received by the Utility on February 4, 2020, and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a System Impact Study and provided the results of said Study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the System Impact Study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.

2. The Interconnection Customer elects and the Utility shall cause to be performed a Facilities Study consistent with the North Carolina Interconnection Procedures.

3. The scope of the Facilities Study shall be subject to data provided in Appendix A to this Agreement.

4. The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact studies. The Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the construction time required to complete the installation of such facilities.

   If the study is for a Project B, the Study shall assume the interdependent Project A is interconnected.

5. The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.

6. A deposit of the good faith estimated Facilities Study cost is required from the Interconnection Customer. If the unexpended portion of the Interconnection Request deposit made for the Interconnection Request exceeds the estimated cost of the Facilities Study, no payment will be required of the Interconnection Customer.

7. In cases where Upgrades are required, the Facilities Study must be completed within 45 Business Days of the Utility's receipt of this Agreement, or completion of the Facilities Study for an Interdependent Project A whichever is later. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Facilities Study must be completed within 30 Business Days. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Facilities Study. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the tenth (10th) Business Day following the posted date of such notice, where failure to provide the information requested within this period shall result in the Study being terminated and the Interconnection Request being deemed withdrawn. The period of time for the Utility to complete the Facilities Study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the Study and such request is outstanding.

8. Once the Facilities Study is completed, a Facilities Study Report shall be prepared and transmitted to the Interconnection Customer.

9. Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Request deposit made by the Interconnection Customer at the time of the Interconnection Request. After the Study is completed the Utility shall deliver a summary of costs incurred.

10. The Interconnection Customer must pay any Study costs that exceed the Interconnection Request deposit without interest within 20 Business Days of receipt of the invoice. If the unexpended portion of the Interconnection Request deposit exceeds the invoiced fees and the Interconnection Customer withdraws the Interconnection Request, the Utility shall make refund to the Customer pursuant to Section 6.3 of the North Carolina Interconnection Procedures.

11. If the Interconnection Customer submitted prepayment or Financial Security reasonably acceptable to the Utility for Network Upgrades under Section 4.3.9 of the North Carolina Interconnection Procedures, the Parties agree that this pre-payment or Financial Security shall be held by the Utility as a non-refundable pre-payment for the estimated cost of Network Upgrades and Interconnection Customer expressly agrees this pre-payment amount shall be forfeited to the Utility to construct the Network Upgrades if the Interconnection Request is subsequently withdrawn. The Network Upgrades pre-payment amount shall be trued up by the Utility in the Detailed Estimated Upgrade Charges amount calculated during the Facilities Study and identified in a Facilities Study Report to be included in a future Interconnection Agreement.

12. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

13. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

14. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein

assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

15. Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

16. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

17. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

19. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this

Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

20. Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For Duke Energy Carolinas, LLC

Name: Jeffrey W. Riggins
Jeffrey W. Riggins (May 19, 2021 10:58 EDT)

Print Name: Jeffrey W. Riggins

Title: Director, DET Interconnections

Date May 19, 2021

For Okra Holdings, LLC

Name:

Print Name: Brian C. Bednar

Title: Manager

Date March 8, 2021

Data to Be Provided by the Interconnection Customer with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, circuits, etc.

On the one-line diagram, indicate the Maximum Generating Capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Utility station. Number of generation connections: __1_____

_____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No ___X____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

The Facility will be under closed loop control utilizing a plant controller and data loggers

What protocol does the control system or PLC use?

Modbus TCP, Modbus RTU, DNP3, or any other protocols supported by the SEL-3530

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

see attached

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Utility's System.

_____

Tower number observed in the field (Painted on tower leg)*:

_____

Number of third party easements required for lines*:

_____

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility's service area?

Yes X No _____ If No, please provide name of local provider:

_____

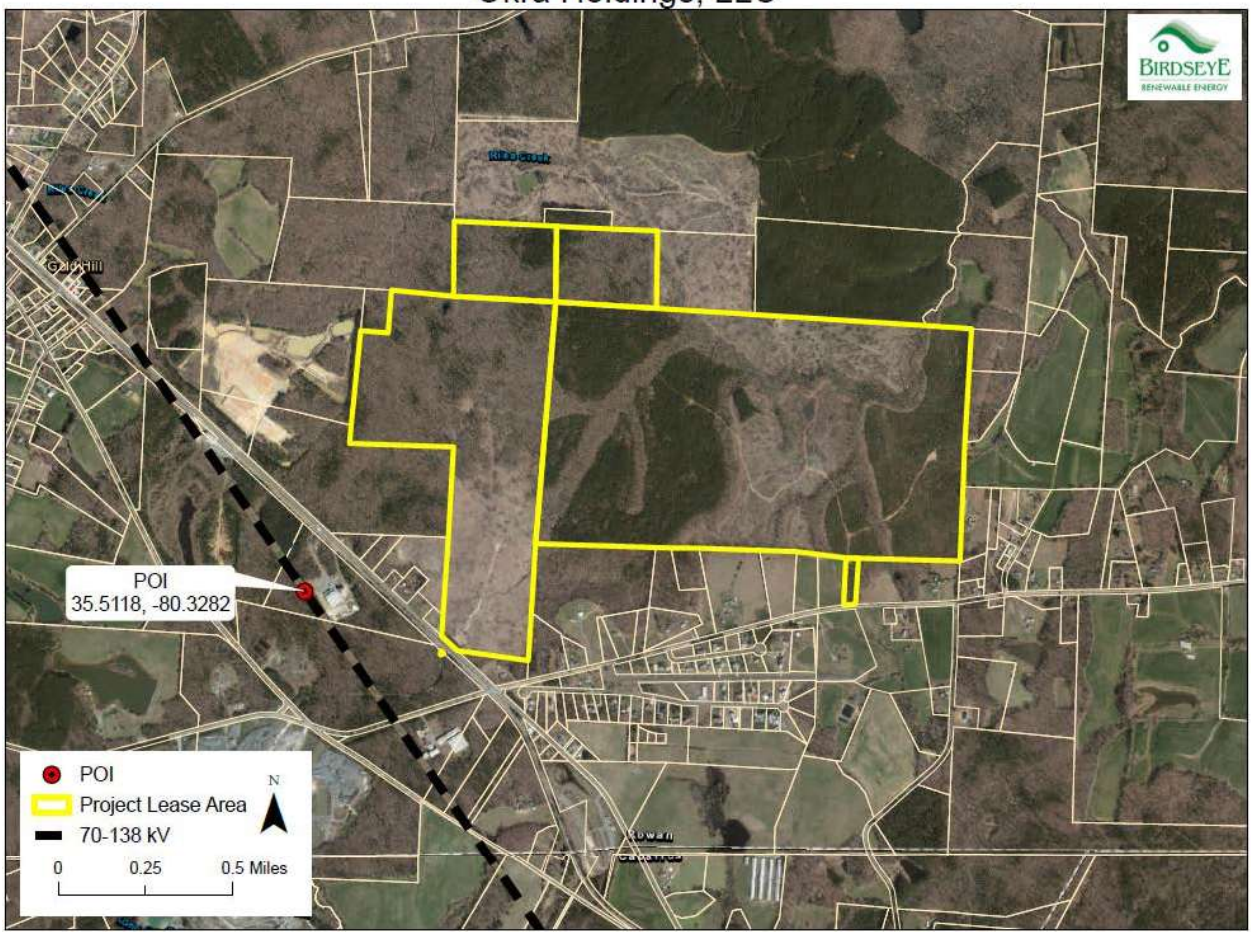
Please provide the following proposed schedule dates:

Begin Construction	Date: 10/15/21
Generator step-up transformers receive back feed power	Date: 10/07/22
Generation Testing	Date: 11/01/22
Commercial Operation	Date: 12/10/22

Utility Provided Information:

Okra Holdings, LLC
14750 US-52
Gold Hill, NC 28071

Okra Holdings, LLC



Contract Capacity$_{\text{with capacitor bank}}$ is 68,500 kW$_{AC}$
Contract Capacity$_{\text{without capacitor bank}}$ is 63,800 kW$_{AC}$

The point of interconnection is in between structures 75 and 76 on the Albemarle White transmission line.

The Company's substation will be positioned to the East of the transmission line.

BOARD OF COMMISSIONERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 8

Glare Study

FORGESOLAR GLARE ANALYSIS

Project: **Okra 2021**
Rowan, NC

Site configuration: **Okra**
Analysis conducted by Wendy Stormont (Labernethy@birdseyeenergy.com) at 13:30 on 28 May, 2021.

U.S. FAA 2013 Policy Adherence

The following table summarizes the policy adherence of the glare analysis based on the 2013 U.S. Federal Aviation Administration Interim Policy 78 FR 63276. This policy requires the following criteria be met for solar energy systems on airport property:

- No "yellow" glare (potential for after-image) for any flight path from threshold to 2 miles
- No glare of any kind for Air Traffic Control Tower(s) ("ATCT") at cab height.
- Default analysis and observer characteristics (see list below)

ForgeSolar does not represent or speak officially for the FAA and cannot approve or deny projects. Results are informational only.

COMPONENT	STATUS	DESCRIPTION
Analysis parameters	PASS	Analysis time interval and eye characteristics used are acceptable
2-mile flight path(s)	PASS	Flight path receptor(s) do not receive yellow glare
ATCT(s)	N/A	No ATCT receptors designated

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

FAA Policy 78 FR 63276 can be read at https://www.federalregister.gov/d/2013-24729

SITE CONFIGURATION

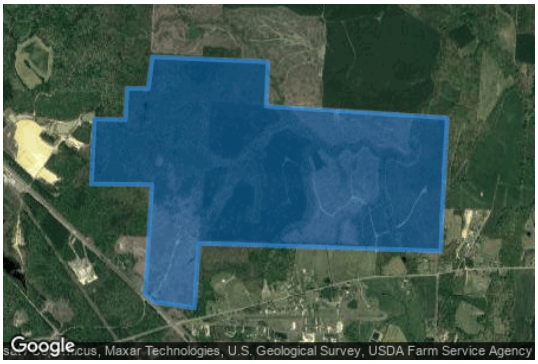
Analysis Parameters

DNI: peaks at 1,000.0 W/m^2
Time interval: 1 min
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad
Site Config ID: 54197.9738



PV Array(s)

Name: Okra
Axis tracking: Single-axis rotation
Tracking axis orientation: 180.0°
Tracking axis tilt: 0.0°
Tracking axis panel offset: 0.0°
Max tracking angle: 60.0°
Resting angle: 60.0°
Rated power: -
Panel material: Light textured glass without AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	35.510300	-80.322529	716.95	15.00	731.95
2	35.509816	-80.321889	718.54	15.00	733.54
3	35.509473	-80.318938	722.63	15.00	737.63
4	35.513280	-80.318609	702.94	15.00	717.94
5	35.512826	-80.301071	711.17	15.00	726.17
6	35.520669	-80.300594	699.08	15.00	714.08
7	35.521359	-80.313727	701.75	15.00	716.75
8	35.523970	-80.313599	697.96	15.00	712.96
9	35.524261	-80.322003	720.77	15.00	735.77
10	35.522392	-80.322298	725.07	15.00	740.07
11	35.522409	-80.323838	716.60	15.00	731.60
12	35.520557	-80.323957	720.75	15.00	735.75
13	35.520598	-80.326205	714.53	15.00	729.53
14	35.516775	-80.326436	727.70	15.00	742.70
15	35.516734	-80.322036	725.15	15.00	740.15

Flight Path Receptor(s)

Name: Into Gold Hill Community Airpark - East
Description:
Threshold height: 50 ft
Direction: 270.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.508950	-80.305943	729.79	50.00	779.79
Two-mile	35.508955	-80.270383	667.60	665.65	1333.25

Name: Into Gold Hill Community Airpark - West
Description:
Threshold height: 50 ft
Direction: 88.4°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.508877	-80.314229	730.78	50.00	780.79
Two-mile	35.508090	-80.349775	755.96	578.28	1334.24

Name: Into Stanly County Airport 22L - NE
Description:
Threshold height: 50 ft
Direction: 217.4°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.420239	-80.146373	573.18	50.00	623.18
Two-mile	35.443193	-80.124774	506.89	669.75	1176.63

Name: Into Stanly County Airport 22R - NE
Description:
Threshold height: 50 ft
Direction: 216.6°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.421982	-80.147700	574.23	50.00	624.23
Two-mile	35.445185	-80.126506	527.88	649.80	1177.68

Name: Into Stanly County Airport 4L - SW
Description:
Threshold height: 50 ft
Direction: 37.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.415719	-80.153509	585.68	50.00	635.68
Two-mile	35.392622	-80.174874	550.80	638.34	1189.14

Name: Into Stanly County Airport 4R - SW
Description:
Threshold height: 50 ft
Direction: 35.6°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	35.410430	-80.155472	603.69	50.00	653.70
Two-mile	35.386927	-80.176157	552.83	654.32	1207.15

GLARE ANALYSIS RESULTS

Summary of Glare

PV Array Name	Tilt (°)	Orient (°)	"Green" Glare min	"Yellow" Glare min	Energy kWh
Okra	SA tracking	SA tracking	0	0	-

Total annual glare received by each receptor

Receptor	Annual Green Glare (min)	Annual Yellow Glare (min)
Into Gold Hill Community Airpark - East	0	0
Into Gold Hill Community Airpark - West	0	0
Into Stanly County Airport 22L - NE	0	0
Into Stanly County Airport 22R - NE	0	0
Into Stanly County Airport 4L - SW	0	0
Into Stanly County Airport 4R - SW	0	0

Results for: Okra

Receptor	Green Glare (min)	Yellow Glare (min)
Into Gold Hill Community Airpark - East	0	0
Into Gold Hill Community Airpark - West	0	0
Into Stanly County Airport 22L - NE	0	0
Into Stanly County Airport 22R - NE	0	0
Into Stanly County Airport 4L - SW	0	0
Into Stanly County Airport 4R - SW	0	0

Flight Path: Into Gold Hill Community Airpark - East

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Gold Hill Community Airpark - West

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 22L - NE

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 22R - NE

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 4L - SW

0 minutes of yellow glare
0 minutes of green glare

Flight Path: Into Stanly County Airport 4R - SW

0 minutes of yellow glare
0 minutes of green glare

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
Several calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual results and glare occurrence may differ.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

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November 15, 2021

EXHIBIT 9

NC Clearinghouse Documents

OFFICIAL COPY

Sep 18 2020

STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION

Roy Cooper
GOVERNOR

Machelle Sanders
Secretary

September 18, 2020

Kimberley Campbell
North Carolina Department of Commerce
Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4325

Re: SCH File # 21-E-4600-0700 Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Hig

Dear Kimberley Campbell:

The above referenced environmental impact information has been reviewed through the State Clearinghouse under the provisions of the North Carolina Environmental Policy Act.

Attached to this letter are comments made in the review of this document. Because of the nature of the comments, it has been determined that no further State Clearinghouse review action on your part is needed for compliance with the North Carolina Environmental Policy Act. The attached comments should be taken into consideration in project development.

Sincerely,

Crystal Best
State Environmental Review Clearinghouse

Attachments

Mailing Address:
NC DEPARTMENT OF ADMINISTRATION
1301 MAIL SERVICE CENTER
RALEIGH, NC 27699-1301

Telephone: (919)807-2425
Fax: (919)733-9571
COURIER: #51-01-00
Email: state.clearinghouse@doa.nc.gov
Website: www.ncadmin.nc.gov

Location:
116 WEST JONES STREET
RALEIGH, NORTH CAROLINA

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
JAMIE RAGAN
Director

NORTH CAROLINA
Environmental Quality

MEMORANDUM

To: Crystal Best
State Clearinghouse Coordinator
Department of Administration

From: Lyn Hardison
Division of Environmental Assistance and Customer Service
Environmental Assistance and Project Review Coordinator
Washington Regional Office

RE: 21-0700
Environmental Review - Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility, Docket # SP-26028 Sub 0.
Rowan County

Date: September 14, 2020

The Department of Environmental Quality has reviewed the proposal for the referenced project. Based on the information provided, several of our agencies have identified permits that may be required and offered some valuable guidance to help minimize impacts to aquatic and terrestrial wildlife resources. The comments are attached for the applicant's review.

A project of this size should have a Scoping meeting to discuss the full scope of project with the State and Federal permitting and resources agencies. The meeting is design to discuss all permits that will be required, any potential environmental impacts that may be present and will improve the permitting processes. Please ask the applicant to contact Paul Williams, Permit Assistance Coordinator, in the Department's Winston Salem Regional Office, to coordinate a scoping meeting. His contact information is 336-776-9631 and paul.e.williams@ncdenr.gov .

Thank you for the opportunity to respond.

Attachments

State of North Carolina Department of Environmental Quality
INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

After review of this project it has been determined that the DEQ permit(s) and/or approvals indicated may need to be obtained in order for this project to comply with North Carolina Law. Questions regarding these permits should be addressed to the Regional Office indicated on the reverse of the form. All applications, information and guidelines relative to these plans and permits are available from the same Regional Office.

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (statutory time limit)
☐	Permit to construct & operate wastewater treatment facilities, non-standard sewer system extensions & sewer systems that do not discharge into state surface waters.	Application 90 days before begins construction or award of construction contracts. On-site inspection may be required. Post-application technical conference usual.	30 days (90 days)
☐	Permit to construct & operate, sewer extensions involving gravity sewers, pump stations and force mains discharging into a sewer collection system	Fast-Track Permitting program consists of the submittal of an application and an engineer's certification that the project meets all applicable State rules and Division Minimum Design Criteria.	30 days (N/A)
☐	NPDES - permit to discharge into surface water and/or permit to operate and construct wastewater facilities discharging into state surface waters.	Application 180 days before begins activity. On-site inspection. Pre-application conference usual. Additionally, obtain permit to construct wastewater treatment facility-granted after NPDES. Reply time, 30 days after receipt of plans or issue of NPDES permit-whichever is later.	90-120 days (N/A)
☐	Water Use Permit	Pre-application technical conference usually necessary.	30 days (N/A)
☐	Well Construction Permit	Complete application must be received and permit issued prior to the installation of a groundwater monitoring well located on property not owned by the applicant, and for a large capacity (>100,000 gallons per day) water supply well.	7 days (15 days)
☐	Dredge and Fill Permit	Application copy must be served on each adjacent riparian property owner. On-site inspection. Pre-application conference usual. Filling may require Easement to Fill from N.C. Department of Administration and Federal Dredge and Fill Permit.	55 days (90 days)
☒	Permit to construct & operate Air Pollution Abatement facilities and/or Emission Sources as per 15 A NCAC (2Q.O100 thru 2Q.0300)	Application must be submitted and permit received prior to construction and operation of the source. If a permit is required in an area without local zoning, then there are additional requirements and timelines (2Q.0113).	90 days
☒	Any open burning associated with subject proposal must be in compliance with 15 A NCAC 2D.1900	N/A	60 days (90 days)
☒	Demolition or renovations of structures containing asbestos material must be in compliance with 15 A NCAC 20.1110 (a) (1) which requires notification and removal prior to demolition. Contact Asbestos Control Group 919-707-5950	Please Note - The Health Hazards Control Unit (HHCU) of the N.C. Department of Health and Human Services, must be notified of plans to demolish a building, including residences for commercial or industrial expansion, even if no asbestos is present in the building.	60 days (90 days)
☒	The Sedimentation Pollution Control Act of 1973 must be properly addressed for any land disturbing activity. An erosion & sedimentation control plan will be required if one or more acres are to be disturbed. Plan must be filed with and approved by applicable Regional Office (Land Quality Section) at least 30 days before beginning activity. A NPDES Construction Stormwater permit (NCG010000) is also usually issued should design features meet minimum requirements. A fee of $65 for the first acre or any part of an acre. An express review option is available with additional fees.		20 days (30 days)
☐	Sedimentation and erosion control must be addressed in accordance with NCDOT's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		(30 days)
☒	Sedimentation and erosion control must be addressed in accordance with Rowan County Local Government's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		Based on Local Program
☐	Compliance with 15A NCAC 2H .0126 - NPDES Stormwater Program which regulates three types of activities: Industrial, Municipal Separate Storm Sewer System & Construction activities that disturb ≥1 acre.		30-60 days (90 days)
☐	Compliance with 15A NCAC 2H 1000 -State Stormwater Permitting Programs regulate site development and post-construction stormwater runoff control. Areas subject to these permit programs include all 20 coastal counties, and various other counties and watersheds throughout the state.		45 days (90 days)

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (statutory time limit)
☐	Mining Permit	On-site inspection usual. Surety bond filed with DEQ Bond amount varies with type mine and number of acres of affected land. Affected area greater than one acre must be permitted. The appropriate bond must be received before the permit can be issued.	30 days (60 days)
☐	Dam Safety Permit	If permit required, application 60 days before begin construction. Applicant must hire N.C. qualified engineer to: prepare plans, inspect construction, and certify construction is according to DEQ approved plans. May also require a permit under mosquito control program. And a 404 permit from Corps of Engineers. An inspection of site is necessary to verify Hazard Classification. A minimum fee of $200.00 must accompany the application. An additional processing fee based on a percentage or the total project cost will be required upon completion.	30 days (60 days)
☐	Oil Refining Facilities	N/A	90-120 days (N/A)
☐	Permit to drill exploratory oil or gas well	File surety bond of $5,000 with DEQ running to State of NC conditional that any well opened by drill operator shall, upon abandonment, be plugged according to DEQ rules and regulations.	10 days N/A
☐	Geophysical Exploration Permit	Application filed with DEQ at least 10 days prior to issue of permit. Application by letter. No standard application form.	10 days N/A
☐	State Lakes Construction Permit	Application fee based on structure size is charged. Must include descriptions & drawings of structure & proof of ownership of riparian property	15-20 days N/A
☒	401 Water Quality Certification	Compliance with the T15A 02H .0500 Certifications are required whenever construction or operation of facilities will result in a discharge into navigable water as described in 33 CFR part 323.	60 days (130 days)
☐	Compliance with Catawba, Goose Creek, Jordan Lake, Randleman, Tar Pamlico or Neuse Riparian Buffer Rules is required. Buffer requirements: http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-riparian-buffer-protection-program		
☐	Nutrient Offset: Loading requirements for nitrogen and phosphorus in the Neuse and Tar-Pamlico River basins, and in the Jordan and Falls Lake watersheds, as part of the nutrient-management strategies in these areas. DWR nutrient offset information: http://deq.nc.gov/about/divisions/water-resources/planning/nonpoint-source-management/nutrient-offset-information		
☐	CAMA Permit for MAJOR development	$250.00 - $475.00 fee must accompany application	75 days (150 days)
☐	CAMA Permit for MINOR development	$100.00 fee must accompany application	22 days (25 days)
☒	Abandonment of any wells, if required must be in accordance with Title 15A. Subchapter 2C.0100.		
☒	Notification of the proper regional office is requested if "orphan" underground storage tanks (USTS) are discovered during any excavation operation.		
☐	Plans and specifications for the construction, expansion, or alteration of a public water system must be approved by the Division of Water Resources/Public Water Supply Section prior to the award of a contract or the initiation of construction as per 15A NCAC 18C .0300 et. seq., Plans and specifications should be submitted to 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. All public water supply systems must comply with state and federal drinking water monitoring requirements. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
☐	If existing water lines will be relocated during the construction, plans for the water line relocation must be submitted to the Division of Water Resources/Public Water Supply Section at 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
☐	Plans and specifications for the construction, expansion, or alteration of the _____ water system must be approved through the _____ delegated plan approval authority. Please contact them at _____ for further information.		

Reviewing Regional Office: MRO
Project Number: 21-0700 Due Date: 9/11/2020
County: Rowan

Other Comments (attach additional pages as necessary, being certain to comment authority)

Division	Initials	No comment	Comments	Date Review
DAQ	AFC	☐	See checked items. Any engines installed should comply with 4Z	9/8/2020
DWR-WQROS	AHP	☐	Little detail was provided about specifics of siting the solar farm in the documents other than a parcel map. The identified parcels include portions of Riles Creek (classified as WS-IV) and related unnamed tributaries (UTs). Any impacts to these streams or wetlands that may be present on site would require a 401 certificate (box checked) and the area should be reviewed by qualified personnel prior to development to determine the locations of such features. Any wells in the development should be properly abandoned by a NC certified well contractor (box checked).	9/9/2020
DWR-PWS		☐		/ /
DEMLR (LQ & SW)	ZSK	☐	See above	9/5/2020
DWM – UST	RHT	☐	RE: Project Review Form: 21-0700 I have read through the scoping document for the proposed project. The following comments are pertinent to my review: 1. The Mooresville Regional Office (MRO) UST Section recommends removal of any abandoned or out-of-use petroleum USTs or petroleum above ground storage tanks (ASTs) within the project area. The UST Section should be contacted regarding use of any proposed or on-site petroleum USTs or ASTs. We may be reached at 704-663-1699. 2. Any petroleum spills must be contained, and the area of impact must be properly restored. Petroleum spills of significant quantity must be reported to the North Carolina Department of Environment & Natural Resources – Division of Waste Management Underground Storage Tank Section in the Mooresville Regional Office at 704-663-1699. 3. Any soils excavated during demolition or construction that show evidence of petroleum contamination, such as stained soil, odors, or free product must be reported immediately to the local Fire Marshall to determine whether explosion or inhalation hazards exist. Also, notify the UST Section of the Mooresville Regional Office at 704-663-1699. Petroleum contaminated soils must be handled in accordance with all applicable regulations. If you have any questions or need additional information, please contact me at Ron.Taraban@ncdenr.gov or by phone at 704-235-2167.	9/10/20
Other Comments		☐		/ /

REGIONAL OFFICES

Questions regarding these permits should be addressed to the Regional Office marked below.

☐ **Asheville Regional Office**
2090 U.S. 70 Highway
Swannanoa, NC 28778-8211
Phone: 828-296-4500
Fax: 828-299-7043

☐ **Fayetteville Regional Office**
225 Green Street, Suite 714,
Fayetteville, NC 28301-5043
Phone: 910-433-3300
Fax: 910-486-0707

☐ **Mooresville Regional Office**
610 East Center Avenue, Suite 301,
Mooresville, NC 28115
Phone: 704-663-1699
Fax: 704-663-6040

☐ **Raleigh Regional Office**
3800 Barrett Drive,
Raleigh, NC 27609
Phone: 919-791-4200
Fax: 919-571-4718

☐ **Washington Regional Office**
943 Washington Square Mall,
Washington, NC 27889
Phone: 252-946-6481
Fax: 252-975-3716

☐ **Wilmington Regional Office**
127 Cardinal Drive Ext.,
Wilmington, NC 28405
Phone: 910-796-7215
Fax: 910-350-2004

☐ **Winston-Salem Regional Office**
450 Hanes Mill Road, Suite 300,
Winston-Salem, NC 27105
Phone: 336-776-9800
Fax: 336-776-9797



North Carolina Wildlife Resources Commission

Gordon Myers, Executive Director

MEMORANDUM

TO: Lyn Hardison, Environmental Assistance and SEPA Coordinator
NCDEQ Division of Environmental Assistance and Customer Services

FROM: Olivia Munzer, Western Piedmont Coordinator
Habitat Conservation

DATE: 08 September 2020

SUBJECT: Application of Okra Holdings, LLC for a Certificate of Public Convenience and Necessity to Construct a 69-MW Solar Generating Facility, Rowan County. Docket No. SP-26028, Sub 0. DEQ Project No. 21-0700.

Biologists with the North Carolina Wildlife Resources Commission (NCWRC) have reviewed the proposed project description. Comments are provided in accordance with certain provisions of the North Carolina Environmental Policy Act (G.S. 113A-1 through 113A-10; 1 NCAC 25) and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.).

Okra Holdings, LLC propose to construct the 69-MW solar generating facility located on the east side of U.S. Highway 52, approximately 0.5 mile north of Old Beatty Ford Road near Gold Hill, Rowan County, North Carolina. The project appears mostly sited on forested lands. Unnamed tributaries to Riles Creek in the Yadkin River basin occur within the solar facility site. Solar projects should be sited to avoid impacts to wetlands, streams, riparian buffers and priority wildlife habitat.

We have records of the federal and state endangered Schweinitz's sunflower (*Helianthus schweinitzii*) and state endangered Carolina creekshell (*Villosa vaughaniana*) and Savannah lilliput (*Toxolasma pullus*); state special concern Carolina birdfoot-trefoil (*Acmispon helleri*) and smooth sunflower (*Helianthus laevigatus*);and state significantly rare eastern creekshell (*V. delumbis*), tricolored bat (*Perimyotis subflavus*), showy aster (*Eurybia spectabilis*), and Bush's sedge (*Carex bushii*). State significantly rare mosses documented near the site include three-ranked didymodon (*Didymodon tophaceus*), a moss (*Astomum ludovicianum*), Agoyan cataract moss (*Scopelophila cataractae*), and copper moss (*S. ligulata*). The lack of records from or adjacent to the site does not imply or confirm the absence of federal or state-listed species. An on-site survey is the only definitive means to determine if the proposed project would impact rare, threatened, or endangered species. We also recommend contacting the U.S. Fish and Wildlife Service (USFWS) at (828) 258-3939 to ensure that any issues related to federally listed species are addressed.

Gold Hill Flats Natural Heritage Natural Area (NHNA) occurs within the site; natural areas are sites with special biodiversity significance. Most of the Gold Hill Flats NHNA consists of Dry Oak-Hickory Forest (Piedmont Subtype), Xeric Hardpan Forest (Acidic Hardpan Subtype), and Upland Depression Swamp

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Forest Natural Communities, which are rare or high-quality natural communities, occur on or near the site.

We offer the following recommendations to minimize impacts to aquatic and terrestrial wildlife resources:

1. The project footprint should be surveyed for wetlands and streams to ensure there are no impacts to surface waters. In addition to providing wildlife habitat, wetland areas and streams aid in flood control and water quality protection. United States Army Corps of Engineers Section 404 Permits and NCDWR Section 401 Certifications are required for any impacts to jurisdictional streams or wetlands.
2. Avoid impacting streams and wetlands. If impacts to perennial streams occur, NCWRC may request surveys for state-listed mussels. We have records for the state endangered Carolina creekshell and Savannah Lilliput downstream of the site.
3. Maintain a minimum 100-foot undisturbed, native, forested buffer along perennial streams, and a minimum 50-foot buffer along intermittent streams and wetlands. Maintaining undisturbed, forested buffers along these areas will minimize impacts to aquatic and terrestrial wildlife resources, water quality, and aquatic habitat both within and downstream of the project area.
4. We recommend the solar facility avoid the Gold Hill Flats NHNA. Please contact Ms. Misty Buchanan (misty.buchanan@ncdcr.gov) at the Natural Heritage Program (NHP) for more information.
5. Establish a vegetative cover across the site prior to driving posts and installing the solar panels. This will support more thorough vegetative cover and reduce sedimentation and erosion at the site.
6. Reduce soil compaction under panel arrays and ensure adequate spacing between panels to allow water to filter into the soils. Consider rain gardens and other bioretention structures to reduce water runoff.
7. Re-seed disturbed areas with seed mixtures that are beneficial to wildlife. Avoid fescue-based mixtures because fescue is invasive and provides little benefit to wildlife. Consider planting native, wildflower seed mixes that will create pollinator habitat within the project boundary. Shade-tolerant plants that are within 12 to 18 inches can be selected for plantings both underneath and around the solar panels. Pollinator habitat can also be created in buffer areas outside of the panel region. **Planting native vegetation can reduce costs of maintenance**.
8. Fencing around large solar facilities can impact wildlife movements. We recommend using security wildlife fencing that is 75 inches high, deer 17-75-6 mesh, and no barbed wire. The security wildlife fencing should be installed upside-down such that the bottom three sections of fence should have vertical wire spaced at least 7 inches apart.
9. Due to the decline in populations of many bat species, avoid tree clearing activities during the maternity roosting season for bats (May 15 – August 15).
10. This region is known for underground mine, shafts, and mine-like features that serve as hibernaculum for several bat species, such as tricolored bats. If any mines or mine-like features occur onsite, NCWRC would like to survey the feature prior to disturbance. Due to white-nose syndrome, populations of bat species that use mines and caves have declined drastically, including tricolored bats. Please contact me or Katherine Etchison at (828) 545-8328 if these features occur at the site. If bats occupy the feature, we generally recommend avoiding the feature and keeping a 100-foot native, forested buffer or ensuring bats are not present prior to disturbance.
11. If overhead transmission lines will be installed, measures should be implemented to minimize impacts to birds. These can include increasing line visibility, insulating wires to cover exposed connections and increasing the distance between wires so no contact with ground or other

energized wire can be made. For more information, see http://www.fws.gov/birds/documents/powerlines.pdf.

12. Sediment and erosion control measures should be installed prior to any land clearing or construction. The use of **biodegradable and wildlife-friendly sediment and erosion control devices** is strongly recommended. Silt fencing, fiber rolls and/or other products should have loose-weave netting that is made of **natural fiber materials with movable joints** between the vertical and horizontal twines. Silt fencing or similar materials that have been reinforced with plastic or metal mesh should be avoided as they impede the movement of terrestrial wildlife species. Excessive silt and sediment loads can have detrimental effects on aquatic resources including destruction of spawning habitat, suffocation of eggs and clogging of gills.

13. Develop a plan that identifies the party responsible for decommissioning the facility as well as the conditions under which decommissioning will occur. In addition, the plan should emphasize that all equipment must be removed from the site, and the land should be restored to pre-construction conditions.

Please see the attached guidance documents for further recommendations to reduce impacts on natural resources. At this time, the information provided is not sufficient for our staff to make definitive recommendations or conclusions concerning this project. Thank you for the opportunity to review and comment on this project. Please contact me at (919) 707-0364 or olivia.munzer@ncwildlife.org if there are any questions about these comments.

Ec: Brena Jones, NCWRC
Katherine Etchison, NCWRC
Misty Buchanan, NHP
Bryan Tompkins, USFWS

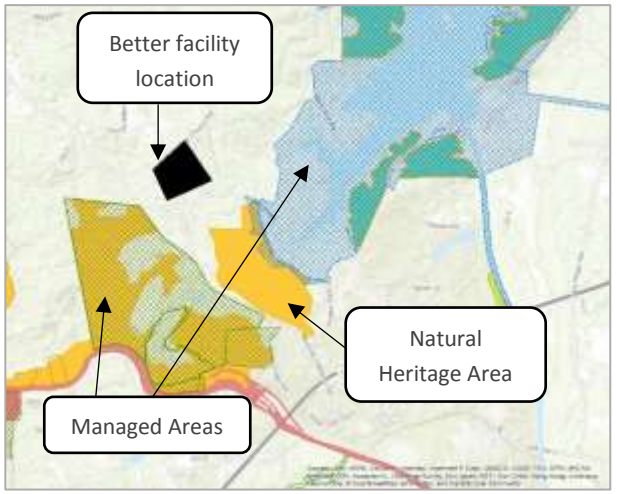
Preferred Solar Facilities Siting, Design, & Management

December 2017

FACILITY LOCATION

For detailed information see www.ncwildlife.org/greengrowth

- **Incentivize and encourage roof-top solar facilities.**
- **Select an appropriate site for ground solar facilities. Optimal green sites are on areas that are already impacted or in open areas, not in forests, and:**
  1. Located as far as possible from Managed Areas (conserved lands) and not between Managed Areas.
  2. Not in Natural Heritage Areas.
  3. Set-back from riparian forests and wetlands.
  4. Outside of mapped wildlife corridors.



DESIGN

1. Managed Areas Stewardship

Most Managed Areas are permanently protected critical wildlife habitats on private or public land. It is important that development not occur near or between Managed Areas so that habitats and habitat connectivity are not impacted. Often Managed Areas are managed with controlled burning. Development directly adjacent to Managed Areas impedes controlled burning which is vital for habitat quality and protecting communities from uncontrolled wildfires.

2. Avoid Natural Heritage Areas

Natural Heritage Areas are the highest quality natural areas and habitats known to remain in our state. They are the 'best of the best' sites protecting rare plant and animal species from further declines. Avoid placing any part of the solar facility in Natural Heritage Areas.

3. Set panels back from riparian forest and wetlands

Streams and wetlands need surrounding forests to maintain the food chain and temperature requirements of aquatic species, in addition to water quality. The N.C. Wildlife Resources Commission recommends maintaining:

- 100 feet on each side of perennial streams and 50 feet on intermittent streams.
- In watersheds that support federally listed aquatic species double these distances.

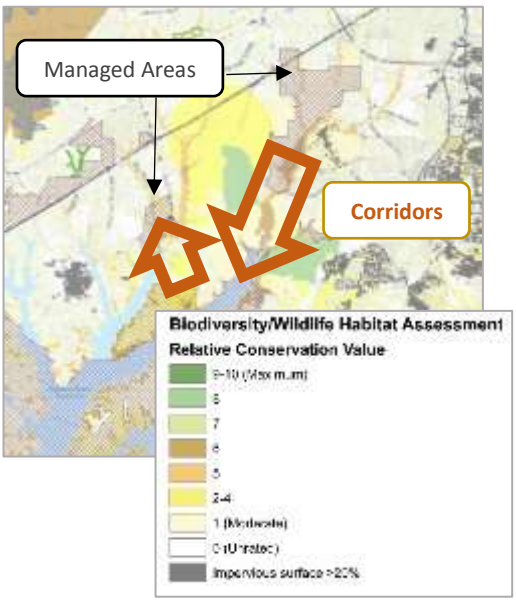
Set- back solar facilities from Managed Areas, streams, and wetlands. Avoid Natural Heritage Areas. Design appropriate stream crossings, and maintain wildlife corridors. Plant native grasses and flowers.

We recommend at least a 50-foot buffer on jurisdictional wetlands. Small wetlands are seasonally flooded, are often not jurisdictional, and provide the only breeding habitat for many amphibians, which also need the surrounding forest. We recommend a set-back of undisturbed forest, at least 150 feet wide on small wetlands. Ideally an area of undisturbed vegetation a total of 750 feet wide, would be set aside.

To prevent entangling and killing small wildlife, install biodegradable, natural fiber, non-plastic, wildlife-friendly sediment and erosion control devices prior to any land clearing.

Stream Crossings

Culverts and bridges interrupt the natural stream bed and cause sedimentation. We recommend using bridges for all permanent stream or wetland crossings. If culverts must be used, design them to allow aquatic life passage by burying them in the stream bed. Fords may be appropriate for crossings used only once or twice a year.



4. Maintain Wildlife Corridors

Wildlife need forested areas at least 150 feet wide and ideally more than 300 feet wide to travel between habitat areas. Any area that is included in the Biodiversity & Wildlife Habitat Assessment map represents a wildlife corridor, a stream or wetland buffer, or a Natural Heritage Area.

MANAGEMENT: UTILIZE NATIVE PLANTS



Provide Pollinator Habitat, Achieve Low Maintenance Costs, & Improve Aesthetics by Using Native Grasses and Plants

Disturbed areas should be returned to original soils and contours, and stabilized with annual small grains (e.g. oats, millet, rye, wheat, or rye grass). Ensure that seed is free of noxious weeds by inquiring with the vendor. Plant ground cover and borders with low-growing native grasses and flowers appropriate for the soil type and moisture. We recommend working with a Wildlife Commission biologist to select plants. For detailed recommendations refer to the N.C. Wildlife Commission Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina.

Plantings under panels will need to be shade tolerant and very low maintenance.

Between Panels:

- At least three plant species at one time should be in bloom during months from April to September.
- Avoid mowing during the bird nesting season from April 1st to October 1st.

If pesticides or chemicals will be used, runoff should be directed to bio-retention areas prior to discharge.

Compared to turf grass, native plants need little fertilizer or herbicides, less mowing and maintenance, are often more drought resistant and control erosion more due to their deep root systems and adaptation to local conditions.

NC Audubon has lists of native plants available for larger scale landscaping. nc.audubon.org/conservation/bird-friendly-communities/bird-friendly-native-plants

Fencing

Fencing needs to exclude large mammals, such as deer and bear while allowing small wildlife, such as turtles, to exit.

Use security wildlife fencing 75 inches in height, (17/75/6) deer mesh, with no barbed wire. Install it upside-down such that the bottom three sections of fence should have vertical wire spaced at least 7 inches apart.

Wires

If additional overhead transmission lines will be installed, then measures to minimize impacts to birds should be implemented. These can include increasing line visibility, insulating wires to cover exposed connections, and increasing the distance between wires so no contact with ground or other energized wire can be made. For more information see http://www.fws.gov/birds/documents/powerlines.pdf.



North Carolina Wildlife Resources Commission

Gordon Myers, Executive Director

Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina

Pollinators are a diverse group of animals, including birds, bats, bees, butterflies, moths, beetles and multiple other species of insects. As these animals travel between flowers, they inadvertently distribute pollen that allows for plant fertilization. According to the Pollinator Research Plan, published by the White House in May 2015, pollinators increase the nation's crop values by more than 15 billion dollars annually. Quantifying the value of pollinators in natural systems is a challenge; however, they are vital in the life cycle of plants that play a role in erosion control, water filtration and carbon sequestration. Many pollinators are in serious decline. The Pollinator Research Plan indicated that the number of managed honey bee colonies has dropped from 5.7 million colonies in the 1940s, to 2.7 million colonies, currently. Additional decreases in pollinator species, including wild bees, birds and monarch butterflies, have been documented across the globe.

Solar energy continues to grow in North Carolina and across the country. According to the Renewable Energy Data Book (published by the US Department of Energy), the amount of solar electricity installed capacity in the United States increased by more than 54% in 2014. Compared to other renewable energies, such as hydropower, geothermal and wind, solar energy accounted for more than 48% of total renewable electricity capacity installed. In 2014, North Carolina ranked 4th in the nation in photovoltaic cumulative capacity (953 MW). In 2016, North Carolina ranked 2nd in the cumulative amount of solar capacity installed (3,016 MW).

It is important to foster the use of renewable, sustainable energies as we enter a future with limited resources. Initially, solar farms were primarily sited on agricultural fields. As the solar farm industry has developed, forested areas are being cleared for use. Agricultural fields and forested lands have value as wildlife foraging areas and habitat. Solar farms can have a positive impact on pollinator decline. By establishing pollinator habitat and encouraging additional habitat restoration and enhancement practices, it is possible to offset the loss of valuable habitat.

The North Carolina Wildlife Resources Commission (NCWRC) offers the following recommendations to establish pollinator habitat on solar farms:

1. There are multiple approaches that can be used for creating pollinator habitat:
    - Plant a short-growing, low maintenance, native or naturalized seed mix underneath and around the panels.
    - Plant a diverse pollinator seed mix in between the rows of panels.
    - Establish and manage buffers (outside of the solar panel area) with vegetation that benefits pollinators and early successional species.

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- Plant native shrubs and/or trees along the property boundary (See **Appendix A** for suggested shrubs/trees).

2. When choosing seeds for flowers and grasses, the following parameters should be observed:
   - A minimum of nine species of native flowers should be included; more than nine is optimal.
   - A minimum of two grass species should be included.
   - At least three flower species from each bloom period (early, mid and late) should be chosen: **early**, April-June; **mid**, June-August; and **late**, August-September.
   - **Appendix B** includes a list of companies and local nurseries where seeds and seed mixes may be purchased.
3. The ideal planting window is either the month of October or late April to early May. However, early April to early June is also feasible. Planting can be completed both before and after solar panels are installed. Creating pollinator habitat in already established solar farms is also feasible; site assessments by NCWRC staff at each property will determine the appropriate course of action and suitable seed mixes.
4. Before planting, eliminate existing exotic and non-native vegetation; herbicide application prior to planting may be needed. No-till planting is preferred for establishment to reduce soil erosion potential. If necessary, smooth the area and firm the soil with a cultipacker to ensure seeds are not planted too deeply. NCWRC staff are available for site-specific recommendations and planting guidance.
5. The first year of maintenance will require repeated mowings to eradicate weedy growth. During this first year, mow the site when the weeds have reached 12-18 inches in height. Mow to a 6-8 inch height. Mowing lower than this height may stunt the growth of the pollinator plants. Repeat mowings every time weeds get to an approximate height of 12-18 inches. Once established, maintenance in proceeding years will be greatly reduced.
6. Some form of disturbance, likely mowing, will be needed every 2-3 years to prevent woody vegetation from establishing. Mow only in late winter (or early spring) to alleviate adverse impacts to wildlife; an ideal window is March 1 to March 31. Be aware that it can take 2-3 years to establish pollinator habitat. Spot-spraying unwanted (woody) vegetation may be necessary on an annual basis.
7. Additional wildlife-friendly recommendations include the following: install permeable fencing that will allow passage for herps and small mammals; create brush piles that will provide shelter and potential breeding habitat for numerous species; add bird and/or bat boxes to provide additional shelter. Recommendations for creating bee habitat can be found at www.xerces.org/enhancing-habitat-for-native-bees/.
8. The United Kingdom Solar Trade Association published a list of 10 Best Management Practices that were compiled by leading solar developers to offer guidance on establishing solar farms with a minimized impact to the natural environment: http://www.renewableenergyworld.com/articles/2013/08/ten-best-practice-guidelines-for-solar-development.html

Thank you for the opportunity to provide these recommendations. If I can be of further assistance, please do not hesitate to contact me at (910) 409-7350 or gabriela.garrison@ncwildlife.org.

The following sources provided information that was used in this document:

-Minnesota Department of Natural Resources: correspondence with Megan Benage, Regional Ecologist
-North Carolina State University, Biological Control Information Center
(http://www4.ncsu.edu/~dorr/Habitat_Information/Example/habitat_example.html)
-North Carolina Cooperative Extension, Pollinator Conservation Guide
(https://growingsmallfarms.ces.ncsu.edu/growingsmallfarms-pollinatorconservation/)
-USDA/NRCS Conservation Cover: Wildflower Meadow for Wildlife and Pollinators
(http://plants.usda.gov/pollinators/Conservation_Cover_Wildflower_Meadow_for_Wildlife_and_Pollinators_327a.pdf)
-US Department of Energy, Renewable Energy Data Book
(http://www.nrel.gov/docs/fy16osti/64720.pdf)
-The White House Executive Report: Pollinator Research Action Plan, Report of the Pollinator Health Task Force
(https://www.whitehouse.gov/sites/default/files/microsites/ostp/Pollinator%20Research%20Action%20Plan%202015.pdf)
-The Xerces Society: Establishing Pollinator Meadows from Seed
(http://www.xerces.org/wp-content/uploads/2013/12/EstablishingPollinatorMeadows.pdf)

APPENDIX A

Trees and Shrubs:

Cockspur hawthorn (*Crataegus crus-galli*): early bloomer; maximum height - 35’
Eastern Redbud (*Cercis canadensis*): early bloomer; maximum height - 30’
Highbush Blueberry (*Vaccinium corymbosum*): mid-season bloomer; maximum height - 12’
New Jersey Tea (*Caenothus americanus*): mid-season bloomer; maximum height - 3’
Buttonbush (*Cephalanthus occidentalis*): mid to late season bloomer; maximum height – 12’
Passionflower (*Passiflora incarnata*): mid to late season bloomer; this is a vine suitable for a fenceline.

APPENDIX B

The following companies can either create a mix of your choice or have pollinator mixes available for purchase:

- Roundstone Native Seed Company: Create your own mix or Southern Pollinator Conservation Seed Mix
- Ernst Conservation Seeds, Inc.: Create your own mix or Mid-Atlantic Pollinator Seed Mix
- Prairie Moon Nursery: Create your own mix or Pollinator-Palooza Seed Mix

The following local establishments can assist with creation of an appropriate native, pollinator mix:

- North Carolina Botanical Garden - Chapel Hill, NC
- Niche Gardens – Chapel Hill, NC
- Mellow Marsh Farm – Siler City, NC
- Cure Farm – Pittsboro, NC
- Big Bloomers Flower Farm – Sanford, NC
- Garrett Wildflower Seed Farm – Smithfield, NC

North Carolina Technical Guidance for Native Plantings on Solar Sites

North Carolina Pollinator Conservation Alliance

October 2018

Introduction

North Carolina is home to nearly 500 species of native bees and more than 2,200 and 170 species of moths and butterflies, respectively. In the North Carolina Wildlife Resources Commission's 2015 State Wildlife Action Plan (SWAP) (www.ncwildlife.org/plan), there are 28 insect species that have been listed as Species of Greatest Conservation Need (SGCN). This list includes the rusty-patched bumble bee (Bombus affinis), a species that has been recently listed as federally endangered under the Endangered Species Act (ESA). In addition, the yellow-banded bumble bee (Bombus terricola), an SGCN in the SWAP, has been petitioned for listing under the ESA. There are several species of butterfly that are considered threatened or endangered due to loss of host plant habitat, including the frosted elfin (Callophyrs irus) and monarch butterfly (Danaus plexippus), currently under review for listing by the U.S. Fish and Wildlife Service. The primary threat to these imperiled species is habitat loss and fragmentation.

Threatened and endangered pollinators found in North Carolina


Rusty-patched bumble bee © Susan Day


Yellow-banded bumble bee © Denis Doucet


Frosted Elfin Butterfly © Bill Bouton


Monarch Butterfly © Lindsey Brendel

Historically, a significant portion of North Carolina was considered 'prairie' habitat; less than 1% currently remains. In the early1500's, European settlers detailed the existence of prairie-type openings across the Piedmont region. In 1540, Hernando de Soto wrote of large swaths of un-forested areas that were easily navigated on horseback with abundant amounts of grass. In 1718, a French explorer, Guillaume Delisle, reported the landscape as a sparsely forested, open grassland containing bison and elk, present from the Neuse River to the foot of the mountains.

These early explorers depicted a vastly different landscape than exists in modern-day North Carolina. It is likely these former prairie-type habitats were maintained by centuries of wildfires and Native Americans who managed the open areas for agricultural purposes and game species. After European colonization, Native Americans and large grazers were displaced and prairie areas were converted to pastures, agriculture fields or succeeded to forest. It is difficult to approximate the floral and faunal diversity that has been lost with the disappearance of this expansive habitat. However, the solar industry has an opportunity to create large areas of habitat with similar prairie characteristics that may offset habitat loss and declining pollinator populations (Forup et al. 2008).

Healthy Pollinator Communities

A healthy pollinator population is an excellent indicator of the overall health of most terrestrial communities (Kevan 1999). Maintaining species diversity is crucial to providing ecosystem resilience in the face of future environmental change. The most important pollinator conservation actions that can be incorporated into solar facility planning include the creation, restoration and/or preservation of native beneficial pollinator vegetation and vegetated riparian buffers.

Honey bee (left) and painted lady (right) feeding on flowers


© Kees Smans


© Carol Duke

Vegetation

Pollinator-friendly plants provide food sources, shelter, nesting and egg deposition sites for native pollinator species. Increasing the abundance and diversity of native plants within and around solar facilities can have beneficial effects on native pollinator populations (Tonietto et al. 2011), thereby benefiting other plants and wildlife in the area. Benefits may include increased populations, population fitness and pollinator diversity in and around the project site. Increased populations can also increase home garden and agricultural production in adjacent areas.

1. **Food Sources** – Consistent, energy rich food sources provide enhanced larval and adult nutrition and better adaptability to pests and diseases. Because flowers provide nectar (high in sugar and amino acids) and pollen (high in protein), the common belief is that pollinator conservation consists solely of increasing floral diversity at a site (Fontaine et al. 2005). While increased floral diversity is desirable, a variety of native grasses, shrubs and trees are as important to pollinator health because they provide vital foraging, cover, nesting and egg deposition areas. To further enhance pollinator health and diversity at solar sites:
    - **Use a wide variety of plants that bloom from early spring into late fall.** Increasing pollinator health and diversity by providing a consistent food sources throughout the seasons is vital to healthy pollinator populations. A diverse pollinator population requires blooming plants from March-November. Early blooming plants (March-May) are particularly important because pollinators are coming out of winter dormancy and need a consistent early food source for colony creation. It is important to use plants that are native to your region because they are adapted to the local climate, soil and pollinator species. Night-blooming plants should be included to support moths and bats.
    - **Incorporate a variety of plant types into the site plan.** Plants of different heights and types (e.g., flowers, grasses, trees and shrubs) will attract different pollinator species and provide a variety of food sources. Fruit- producing shrubs and trees should be planted wherever possible and as required "screening" around the solar facility. Fermenting fruits from trees and shrubs are important food sources for bees, beetles and butterflies.

- **Include larval host plants.** Providing abundant and diverse larval host plants is necessary for healthy butterfly and moth populations. Moths and butterflies require specific plants or habitats to deposit their eggs during different life stages. Eggs must be deposited on or near the plant on which their larva will feed once it hatches. Some butterflies and moths use only a single species or genus for host plants. For example, monarch butterflies lay their eggs only on the leaves of milkweed plants. Upon hatching, the larvae will feed only on milkweed plants. Some butterfly species are generalist feeders and will use a wide range of plants such as trees, shrubs and forbs. Many moth species lay their eggs on the trunk or leaves of trees and shrubs, or in leaf litter on the ground. To provide egg-laying habitat for the highest number of butterflies and moths, planting plans should incorporate plant species that can be used by several species.

Monarch butterfly eggs on milkweed leaves



2. **Foraging/Cover** – A diversity of plants on solar sites provides pollinators with protection from severe weather and predators. Leaf litter, dead plant material and multiple vegetation layers will help create "shelter areas" across the site for numerous pollinators. Establishing adequate plant density throughout the site will also allow pollinators to avoid predators and safely move through the landscape.

3. **Nesting and Egg Deposition** - Different pollinators have different needs for reproduction. Solar facilities should be designed to maintain a diverse array of habitats to accommodate varied pollinators, from hummingbirds to butterflies to bees. Hummingbirds typically nest in trees or shrubs while many moths and butterflies lay eggs on specific host plants. Most native bees nest in wood (or wood-like structures), hollow plant stems or in the ground. Areas of uncovered soil provide ground-nesting pollinators with easy access to underground tunnels. Brush piles, dead trees/shrubs and leaf litter are ideal for providing nesting and egg deposition habitat for a host of moth and butterfly species.

Riparian/Wetland areas

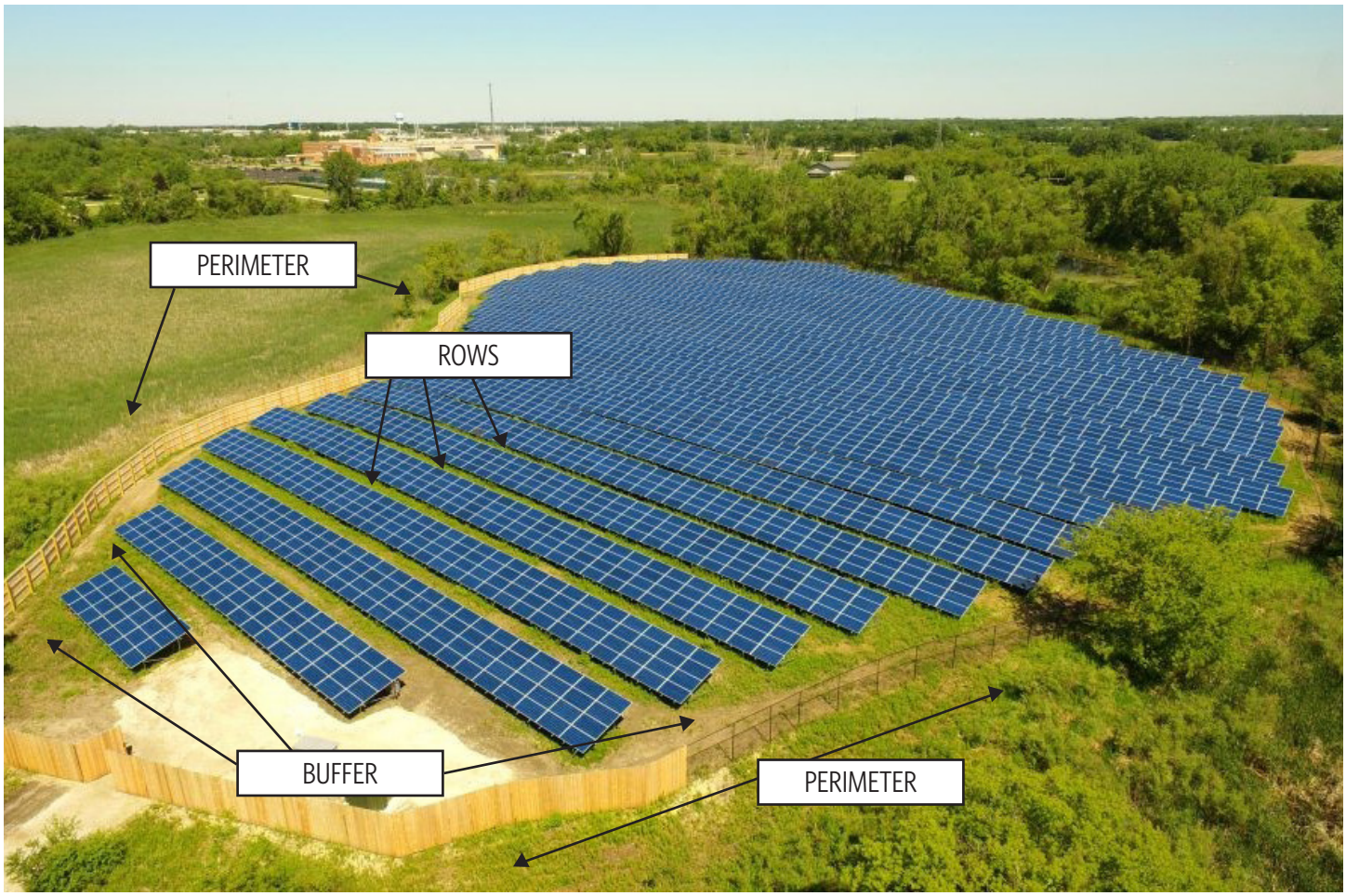
Vegetated riparian buffers are vital to maintaining a healthy ecosystem. These areas can provide many important elements such as food sources, shelter and nesting habitat. Most importantly, they are a water source. A clean, reliable water source provides drinking and bathing opportunities for pollinators. In many areas, vegetated riparian areas have a higher floristic diversity than other areas, and support more foraging pollinators than adjacent fields. By preserving or restoring vegetated, aquatic buffers, solar sites can increase water quality and quantity, and provide cover for pollinators to move safely between feeding and watering areas. Un-interrupted/connected vegetated riparian buffers also provide safe travel corridors between nesting sites for greater dispersal and reproductive efforts. For these reasons, solar sites should be designed so that all riparian buffer areas within the site are "connected". For more information on solar siting, see Attachment.

Solar Farm Site Preparation and Planting Guidelines

There are four planting options that can be used to establish pollinator habitat within a solar installation:

1. Clover/grass mix underneath panels and in rows; tall-growing pollinator mix (native forbs and native grass) in buffer area.
2. Clover/grass mix underneath panels; short-growing pollinator mix in rows and buffer area.
3. Short-growing pollinator mix underneath panels and in rows; tall-growing pollinator mix in buffer area.
4. Short-growing pollinator mix throughout the site.

Solar Farm Layout



When choosing seed mixes for flowers and grasses, the following parameters are recommended:

- A minimum of nine native flower species.
- A minimum of two native grass species.
- At least three flower species from each bloom period (early, mid and late): **early**, April-June; **mid**, June-August; and **late**, August-September.

The use of native plant species is recommended when creating seed mixes. However, clover is an exception as it is a nonnative, naturalized species that has persisted across the landscape without the negative qualities of invasive and noxious plant species. Clover seeds are readily available for purchase, easy to propagate and low-growing. Most importantly, clover provides a valuable nectar source for pollinating insects. Where possible, select native seeds from local growers, as they tend to be adapted to local conditions such as climate, insects/pests and soil.

Table 1. Solar Farm Seed Selection

Common Name	Scientific Name	Height	Bloom	Region*
Western Yarrow	*Achillea millefolium var. occidentalis*	1-3'	Spring	C, P
Fringed Bluestar	*Amsonia ciliata*	2'	Spring	C
Eastern Bluestar	*Amsonia tabernae-montana*	3'	Spring	C, P, M
Goldenstar	*Chrysogonum virgin-ianum*	1'	Spring	C, P, M
Lobed Tickseed	*Coreopsis auriculata*	1'	Spring	C, P, M
Piedmont Barbara's Buttons	*Marshallia obovata var. obovata*	2'	Spring	P
Narrowleaf Evening Primrose	*Oenothera fruticosa*	2'	Spring	C, P, M
Appalachian Ragwort	*Packera anonyma*	2.5'	Spring	C, P, M
Small's Beardtongue	*Penstemon smallii*	3'	Spring	P, M
Trailing Phlox	*Phlox nivalis*	1'	Spring	C, P, M
Heartleaf Scullcap	*Scutellaria ovata*	2'	Spring	C, P, M
Common Blue Violet	*Viola sororia*	.5'	Spring	C, P, M
Spiked Wild Indigo	*Baptisia albescens*	3-4'	Spring-Summer	C, P
Rattlesnake Master	*Eryngium yuccifolium*	3-6'	Spring-Summer	C, P, M
Indian Blanket	*Gaillardia pulchella var. drummondii*	1-2'	Spring-Summer	C
Spotted Beebalm	*Monarda punctata*	1-3'	Spring-Summer	P
Appalachian Beard-tongue	*Penstemon laevigatus*	2-5'	Spring-Summer	C, P
Golden Alexander	*Zizia aurea*	1-3'	Spring-Summer	P, M
Butterfly Milkweed	*Asclepias tuberosa*	1-3'	Spring-Fall	C, P, M
Yellow Wild Indigo	*Baptisia tinctoria*	2-3'	Spring-Fall	P, M
Wild Bergamot	*Monarda fistulosa*	2-5'	Spring-Fall	P, M
White Colicroot	*Aletris farinosa*	3'	Summer	C, P, M
Nodding Onion	*Allium cernuum*	2'	Summer	P, M
White Milkweed	*Asclepias variegata*	3'	Summer	C, P, M
Bearded Beggarticks	*Bidens aristosa*	6'	Summer	C, P, M
Sensitive Pea	*Chamaecrista nictitans*	1'	Summer	C, P, M
Maryland Goldenaster	*Chrysopsis mariana*	2'	Summer	C, P, M
Greater Tickseed	*Coreopsis major*	3'	Summer	C, P, M
Whorled Tickseed	*Coreopsis verticillata*	3'	Summer	C, P
Wild Quinine	*Parthenium integrifolium*	1-3'	Summer	C, P, M
Eastern Gray Beard-tongue	*Penstemon canescens*	2.5'	Summer	P, M
Hoary Mountainmint	*Pycnanthemum incanum*	3'	Summer	P, M
Clustered Mountain-mint	*Pycnanthemum muticum*	3'	Summer	C, P, M

Common Name	Scientific Name	Height	Bloom	Region*
Hoary Skullcap	*Scutellaria incana*	3'	Summer	C, P, M
Partridge Pea	*Chamaecrista fasciculata*	1-3'	Summer-Fall	P
Mistflower	*Conoclinium coelestinum*	1-3'	Summer-Fall	C, P
Oxeye Sunflower	*Heliopsis helianthoides*	3-5'	Summer-Fall	P, M
Slender Bush Clover	*Lespedeza virginica*	1-2'	Summer-Fall	C, P, M
Grassleaf Blazing Star	*Liatris pilosa*	4-5'	Summer-Fall	C, P
Dense Blazing Star	*Liatris spicata*	3-4'	Summer-Fall	P, M
Scaly Blazing Star	*Liatris squarrosa*	1-2'	Summer-Fall	C, P
Narrowleaf Mountainmint	*Pycnanthemum tenuifolium*	1-3'	Summer-Fall	C, P, M
Orange Coneflower	*Rudbeckia fulgida*	2-4'	Summer-Fall	P
Blackeyed Susan	*Rudbeckia hirta*	1-3'	Summer-Fall	C, P, M
Gray Goldenrod	*Solidago nemoralis*	1-2'	Summer-Fall	P, M
Licorice-scented Goldenrod	*Solidago odora*	1-3'	Summer-Fall	C, P
Showy Goldenrod	*Solidago speciosa*	2-4'	Summer-Fall	P, M
New England Aster	*Symphyotrichum novae-angliae*	3-6'	Summer-Fall	P, M
Late Purple Aster	*Symphyotrichum patens*	2-3'	Summer-Fall	C, P, M
Wavy-leaved Aster	*Symphotrichum undulatum*	3-4'	Summer-Fall	C, P, M
Ironweed	*Vernonia noveboracensis*	3-6'	Summer-Fall	C, P, M
White Wood Aster	*Eurybia divaricata*	2'	Fall	C, P, M
Swamp Sunflower	*Helianthus angustifolius*	3-6'	Fall	C, P
Browneyed Susan	*Rudbeckia triloba var. triloba*	3'	Fall	M
Eastern Silver Aster	*Symphyotrichum concolor*	4'	Fall	C, P, M
Largeflower Aster	*Symphyotrichum grandiflorum*	3'	Fall	C, P

Grasses	Scientific Name	Height	Bloom	Region*
Downy Danthonia	*Danthonia sericea*	3'	Spring	C, P, M
Virginia Wildrye	*Elymus virginicus*	3-6'	Spring	C, P, M
Winter Bentgrass	*Agrostis hyemalis*	2-4'	Spring-Fall	C, P, M
Deertongue	*Dichanthelium clandestium*	2-4'	Spring-Fall	P, M
Sideoats grama	*Bouteloua curtipendula*	1-2'	Summer-Fall	C, P, M
Bigtop Lovegrass	*Eragrostis hirsuta*	2-4'	Summer-Fall	C, P

Grasses	Scientific Name	Height	Bloom	Region*
Beaked Panicgrass	*Panicum anceps*	2-4'	Summer-Fall	C, P, M
Little Bluestem	*Schizachyrium scoparium*	3-6'	Summer-Fall	C, P, M
Indiangrass	*Sorghastrum nutans*	3-8'	Summer-Fall	C, P
Purpletop	*Tridens flavus*	3-5'	Summer-Fall	C, P, M
Muhly Grass	*Muhlenbergia capillaris*	3'	Fall	C, P, M

Naturalized	Scientific Name	Height	Bloom	Region*
Lanceleaf Coreopsis	*Coreopsis lanceolata*	1-2'	Spring-Summer	C, P, M
Plains Coreopsis	*Coreopsis tinctoria*	1-2'	Spring-Summer	C, P, M
Red Clover	*Trifolium pratense*	1-1.5'	Summer	C, P, M
White Clover	*Trifolium repens*	.5-1.5'	Spring-Fall	C, P, M

* C=Coastal, P=Piedmont, M=Mountains

Solar farm in North Carolina planted with pollinator-friendly vegetation, including blackeyed susans (*Rudbeckia hirta*)



Site Preparation

Collect a soil sample from the proposed site and submit to the local County Cooperative Extension Office for soil testing. Existing invasive, agricultural weeds and nonnative vegetation should be eliminated before planting commences. Please refer to the following list for invasive and nonnative species in North Carolina: https://www.ncwildflower.org/plant_galleries/invasives_list.

Herbicide application prior to planting may be necessary. In particular, herbicide treatment across multiple seasons may be necessary to eradicate certain turf grasses and/or invasive species. When determining application amounts, always adhere to instructions on the herbicide label. Allow a minimum of 72 hours between herbicide application and planting. Post-construction, a heavy duty, offset rake attached to an ATV may be used to scarify the ground underneath the panels.

Timing

The ideal planting window is in the month of October or from early-April to late-May. Creating pollinator habitat in already established solar sites is feasible. However, solar infrastructure can complicate establishment and possibly limit site preparation and seeding options. A site assessment at each property will be necessary to determine the appropriate site preparation needed for planting.

Planting Method

A ground-stabilizing mix should be broadcast in the project area, pre-construction. Seasonal conditions may dictate the choice of ground cover. Winter wheat and rye are recommended for fall and winter plantings; browntop millet may be used in the spring and summer. Clover and ground cover mixes may be broadcast post-construction. Short and tall-growing pollinator mixes should be drilled with an appropriate seed drill designed to accommodate the size and texture of different seeds. No-till planting is preferred for establishment to limit soil erosion potential, reduce weed pressure and retain soil moisture. If necessary, smooth the area and firm the soil with a cultipacker to ensure seeds are not planted too deeply. Collect soil samples and have them analyzed prior to planting. Barring an extreme deficiency in potassium, phosphorous or pH of 3.5 or lower, do not use fertilizer or any form of soil augmentation, as that will encourage weed growth. Typically, native plants do not require fertilizer.

Maintenance

The first year of maintenance may require repeated mowings to eradicate weedy growth. During the first year, mow the site when weeds have reached 12-18 inches in height. Mow to a 6-8 inch height. Mowing less than this height may stunt the growth of the pollinator plants. Repeat mowings when weeds reach 12-18 inches in height. Once established, maintenance in proceeding years will be reduced.

Some form of disturbance, likely mowing, will be needed every 2-3 years to prevent establishment of woody vegetation. Mow only in late winter (or early spring) to alleviate adverse impacts to wildlife; an ideal window is March 1 to March 31. Spot-spraying unwanted (woody) vegetation, as well as invasive/nonnative species, will likely be necessary annually.

Once the habitat has been established, mow only a portion of the site per season. One third or one fourth of the area each season is recommended to allow for insect refugia throughout the year. If possible, the same area should not be mowed in consecutive years. Posted informational signage is encouraged to explain the process, as pollinator habitat can take several years to become established and have aesthetic value.

Buffers/Screen Areas

In some areas, vegetated screening is required around solar facilities. The installation of these buffer areas may create another important habitat feature at the project site. In areas where screening will be required or desired, a diverse selection of native tree and shrub species should be used to create a hedgerow habitat structure. Hedgerows typically include a variety of tree and shrub species that vary in height, as opposed to hedges, which are usually made up of a single species in a closely spaced row. The resulting layers of plants mimic an early successional or forest edge habitat, fulfilling different habitat functions for wildlife such as shelter, nesting sites and food sources. Many tree and shrub species can be purchased as bare root saplings at a fraction of the cost of container plants. Hedgerow/forest edge habitat supports a variety of wildlife

species. Hedgerows, like riparian buffers, generally support a higher diversity of pollinator and floral species than surrounding landscapes, and provide a valuable forage resource and corridor for movement of pollinators. Even if screening is not required, the creation of hedgerows in practical areas around the solar facility is an excellent way to create a diverse habitat structure, provide cover for wildlife and enhance the overall aesthetic value of the site.

Please see the following table for suggested screening plant species:

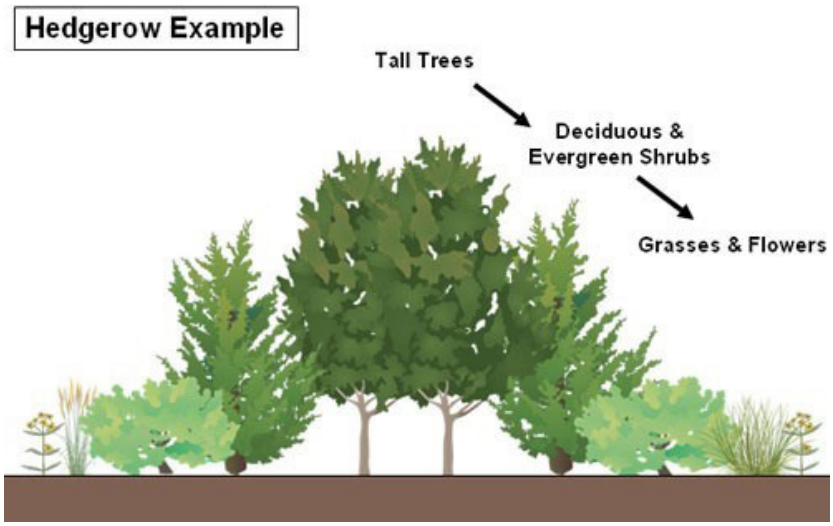
Table 2. Hedgerow Screening Species

Common Name	Scientific Name		Bloom
Red Buckeye	*Aesculus pavia*	Small Tree	Spring
Serviceberry	*Amelanchier arborea*	Small Tree	Spring
Eastern Redbud	*Cercis canadensis*	Small Tree	Spring
Washington Hawthorn	*Crataegus phaenopyrum*	Small Tree	Spring
Carolina Silverbell	*Halesia carolina*	Small Tree	Spring
American Holly	*Ilex opaca*	Small Tree	Spring
Southern Crabapple	*Malus angustifolia*	Small Tree	Spring
American Crabapple	*Malus coronaria*	Small Tree	Spring
American Plum	*Prunus americana*	Small Tree	Spring
Chickasaw Plum	*Prunus angustifolia*	Small Tree	Spring
Black Willow	*Salix nigra*	Small Tree	Spring
Sassafras	*Sassafras albidum*	Small Tree	Spring
Flowering Dogwood	*Cornus florida*	Small Tree	Spring-Summer
Smooth Sumac	*Rhus glabra*	Small Tree	Spring-Summer
Winged Sumac	*Rhus copallinum*	Small Tree	Summer-Fall
Red Maple	*Acer ruburm*	Tree	Spring
Pignut Hickory	*Carya glabra*	Tree	Spring
Shagbark Hickory	*Carya ovata*	Tree	Spring
Black Cherry	*Prunus serotina*	Tree	Spring
Persimmon	*Diospyros virginiana*	Tree	Spring-Summer
Spicebush	*Lindera benzoin*	Shrub	Spring-Summer
Choke Cherry	*Prunus virginiana*	Shrub	Spring-Summer
Raspberry, Blackberry	*Rubus spp.*	Shrub	Spring-Summer
Blueberries	*Vaccinium spp.*	Shrub	Spring-Summer
Beauty Berry	*Callicarpa americana*	Shrub	Summer
New Jersey Tea	*Ceanothus americanus*	Shrub	Summer
Buttonbush	*Cephelanthus occidentalis*	Shrub	Summer
Sweet Pepperbush	*Clethra alnifolia*	Shrub	Summer
Elderberry	*Sambucus canadensis*	Shrub	Summer
Black Haw	*Viburnum prunifolium*	Shrub	Summer-Fall
Downy Arrowwood	*Viburnum rafinesquianum*	Shrub	Summer-Fall
Cross Vine	*Bignonia capreolata*	Vine	Spring
Dutchman's Pipe	*Aristolochia macrophylla*	Vine	Spring-Summer

Common Name	Scientific Name		Bloom
Coral Honeysuckle	*Lonicera sempervirena*	Vine	Spring-Summer
Virginia Creeper	*Parthenocissus quinquefolia*	Vine	Spring-Summer
Passionflower	*Passiflora incarnata*	Vine	Spring-Fall
Trumpet Creeper	*Campsis radicans*	Vine	Summer
Virgin's Bower	*Clematis virginiana*	Vine	Summer-Fall
Climbing Aster	*Ampelaster carolinianus*	Vine	Fall

Trees used as buffer zone for solar farm in North Carolina





© photolibrary.com; diagram from http://dnr.maryland.gov/wildlife/Pages/habitat/wahedgerows.aspx

Seed Suppliers

Though we do not endorse any specific company, the following establishments can either create a mix of your choice or have pollinator mixes available for purchase:

- Roundstone Native Seed Company
- Ernst Conservation Seeds, Inc.
- Prairie Moon Nursery

The following local establishments can assist with creation of an appropriate native, pollinator mix:

- North Carolina Botanical Garden - Chapel Hill, NC
- Garrett Wildflower Seed Farm – Smithfield, NC
- Mellow Marsh Farm – Siler City, NC
- Niche Gardens – Chapel Hill, NC (no seed mixes)
- Cure Farm – Pittsboro, NC (no seed mixes)
- Big Bloomers Flower Farm – Sanford, NC (no seed mixes)

Additional Benefits from Pollinator Conservation Activities

Establishing native habitat on solar sites will have numerous benefits to people, wildlife and ecological functions within and adjacent to the site. Specific benefits from establishing native habitat include:

- **Soil stabilization and storm water filtration** – The establishment of diverse, native vegetation and protected riparian buffers can increase water quality and stream bank stabilization both within and downstream of the site (Wratten et al. 2012). Densely planted and deep-rooted vegetation help attenuate the

flow of storm water across the land and allows for increased soil infiltration. This decreases the speed and amount of water entering streams which aids in stream bank stabilization and minimizes turbidity. Prairie root systems also increase water storage capacity on land, creating a natural bio-retention area to help mitigate storm water runoff and flooding caused by impervious surfaces.

- **Pollinator services for agriculture** - Native bees provide free pollination services and are specialized for foraging on flowers, such as squash, berries or orchard crops. This specialization results in more efficient pollination and production of larger and more abundant fruit from certain crops (Blaauw et al. 2014). Pollinators are critical to the $78 billion agricultural economy of North Carolina. More than 70% of crops require either insect pollination or have higher production because of pollinating insects. A 2012 study in California found that native bees are likely responsible for between $900 million and $2.4 billion in crop production, suggesting their role may be greater than previously anticipated (USDA-NRCS 2013). By maintaining habitats that increase diversity and species populations, solar sites can have positive effects on crop production on adjacent agricultural operations.
- **Decreased pesticide use** – In addition to supporting pollinators, native plant habitats attract beneficial insects that are predators and parasitoids of crop pests and are less prone to destructive insects and disease. This can decrease the amount of pesticide needed at the site and adjacent properties.
- **Diversity of other species and species habitats** – Establishing a diverse native plant structure on a site not only benefits pollinators but can benefit other species as well. Many native pollinator plants provide food sources for other animals. Taller native plants on a site can provide habitat to ground nesting/feeding birds, small mammals and a variety of reptiles and amphibians.
- **Travel corridors for movement** – Designing solar farms to ensure wildlife connectivity and movement across the landscape ensures that species have increased access to other forage areas, aids in reproduction and increases genetic diversity. If a solar site is large, including unfenced corridors through the facility allows for movement of pollinators and other wildlife species. Additionally, fencing at sites should be installed in a way that allows small mammal and turtle movement.

Example of a corridor through this solar farm that follows a streambed.



- **Carbon sequestration** - Carbon sequestration occurs when the amount of carbon dioxide absorbed by growing plants is greater than the amount of the gas released by decomposing plant material. Forests act as "carbon sinks", meaning they absorb more carbon dioxide than they release. Grassland/prairies also act as "carbon sinks", with most of the grassland's carbon sequestration happening below ground, where roots dig into the soil of depths up to 15 feet and more. It has been shown that grasslands can store more carbon below ground than a forest can store above ground (Pacala et al. 2001).

- **Aesthetic value** – Prairie/pollinator habitat restoration can increase the aesthetic value of the solar site. When properly established, a field of native forbs and grasses can provide a colorful display that will enhance the site and offer a diverse element to the landscape. With proper seed mixes, flowers will last from spring until the first frost, giving a colorful backdrop for most of the year. This is especially valuable in areas where solar farms are sited in proximity to residential or high traffic areas.
- **Decrease maintenance costs** – Native plant communities are a low maintenance alternative to non-native plants. Because most native plant species are adapted to the local environment and have deep root systems, they do not require watering or pesticides. Though native plant communities require some maintenance, proper maintenance would consist of mowing no more than twice a year, which would be considerably lower in cost and recurrence than maintenance of turf grass. Native plant communities take an additional upfront cost to install but result in about 50% savings of the total maintenance costs when compared to turf or pasture (ASLA 2015). The return on investment for conversion of turf/pasture to native plant communities can likely be met within three to five years.

Additional Conservation Recommendations for Wildlife Conservation

- Install bluebird boxes around the site.
- Provide raptor perches around the site.
- Install bat boxes around the site.
- Leave piles of sand, graded soil or bare ground areas for ground-nesting bees.
- Construct screened areas as hedgerows or forest edge habitat.
- Plant native vines along perimeter fencing to increase diversity and habitat.
- Retain and/or restore wetlands or water features on site.
- Install fencing that allows movement of small wildlife; use fixed-knot woven wire, security fencing, 75 inches in height (17/75/6) deer mesh, with no barbed wire. Install the fencing upside-down such that the bottom section of fence has a vertical wire spaced at least 7 inches apart.


Bluebird box © Dave Kimeer


Wildlife-friendly fencing © Liz Kalies

For More Information on Designing Your Solar Farm

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NC WIldlife Resources Commission
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Supplemental Information

Pollinators and Safety in the Field

Meadows and native plant fields are the ideal location to find bees and other pollinators. There is concern that large, flowering fields may lead to an increased chance of getting stung. However, if precautions are taken, there is minimal risk of harm.

Native bumble bees and honeybees:

- Male bees do not have stingers.
- Females are unlikely to sting, as it causes them to die.
- Female bees only sting when their nest is threatened.
- If a bee is on a flower, it will likely ignore your presence.

Wasps:

- Most stings are caused by wasps, including yellow jackets and hornets.
- Wasps only sting when their nest is threatened.

How to prevent stings from bees and wasps:

- Avoid perfumed soaps, shampoos and deodorants.
- Wear light-colored clothing and pull hair back to reduce the chance of insects getting tangled in hair.
- Be observant; avoid areas where bees or wasps frequent, such as logs or a hole in the ground.
- Remain calm and still if a stinging insect is flying around. Swatting is perceived as an aggressive motion and may cause stinging behavior.
- Empty trash cans regularly, keep them covered and don't eat near them.
- Store your lunch in a lunchbox and drink in a container with a lid.
- Workers with a history of severe allergic reactions to insect bites or stings should carry an epinephrine auto injector and wear medical ID jewelry stating their allergy.

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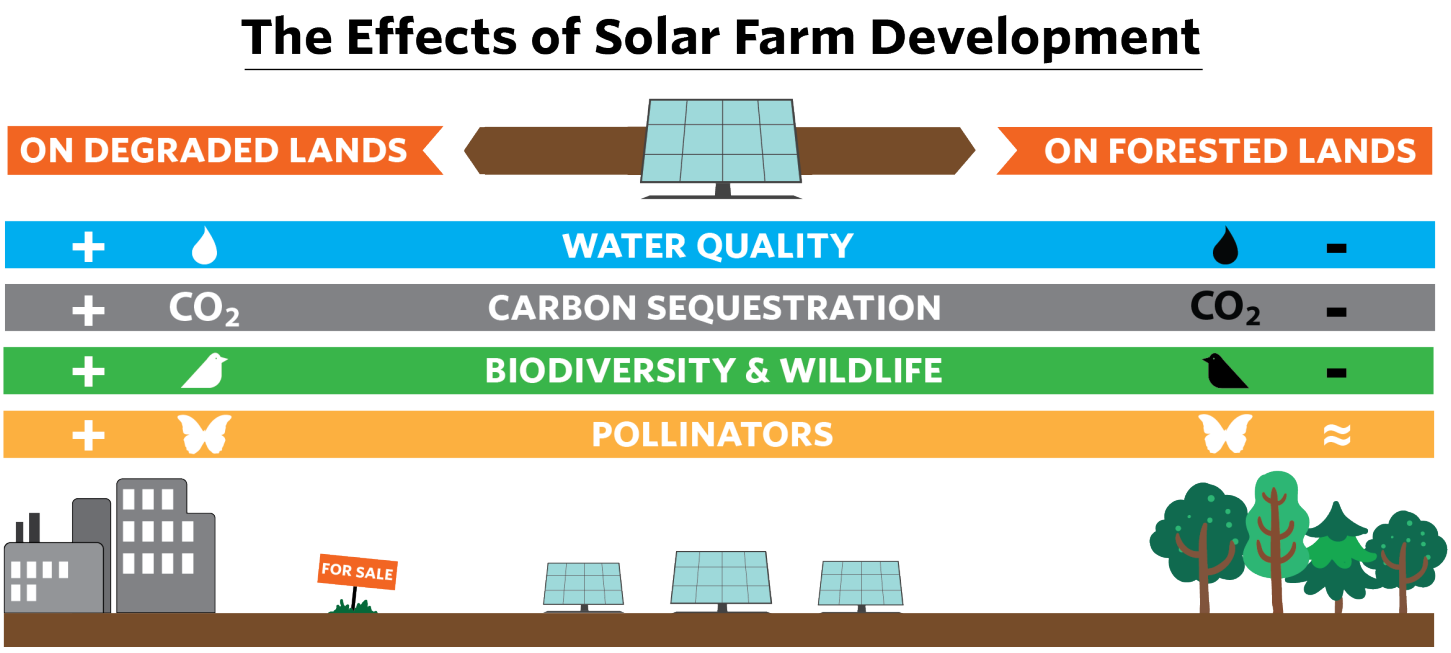
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ATTACHMENT

Siting of Solar Projects to Benefit Pollinators

Siting solar installations to avoid areas with significant biodiversity and high quality habitat is an important step. It is difficult to absolve the damage once high quality habitat or rare species have disappeared. Choosing 'degraded' sites for solar development (e.g., brownfields, sites with prior development, little or no vegetation, poor soil quality, etc.) reduces impact and diminishes the amount of carbon lost due to site conversion and construction. Furthermore, by developing a degraded site, solar companies have an opportunity to add pollinator habitat to the landscape, rather than destroy potentially rare and/or significant habitat.

This graphic illustrates how "ecosystem services" – benefits to humans that are provided by nature – are compromised least when solar farms are sited on degraded lands.



© Avery Bond

There is an extensive amount of conservation data available for public consumption. These data can be used to determine the location of environmentally sensitive areas with priority habitat and SGCNs. The following is not an all-inclusive list, rather a sampling of publicly-available information for conservation planning:

1. South Atlantic Landscape Conservation Cooperative (SALCC): www.southatlanticlcc.org. The mission of the SALCC is to facilitate conservation actions that sustain natural and cultural resources, guided by a shared adaptive Blueprint. Their Conservation Blueprint is a living spatial plan to conserve natural and cultural resources across the South Atlantic region. As described on their website, it is 100% data-driven and based on terrestrial, freshwater, marine and cross-ecosystem indicators. The Blueprint represents feedback from over 500 individuals and 150 organizations and agencies.
2. The Nature Conservancy's Resilient and Connected Network (RCN) is the first study to comprehensively map resilient land and significant climate corridors across the eastern United States: http://maps.tnc.org/resilientland/. Released in October 2016, the study took eight years to complete, involved 60 scientists and developed innovative new techniques for mapping climate-driven movements. RCN corridors represent areas that species are likely to use to move over time in response to climate change, generally in upward and northward directions. Solar developers should not site in the RCN resilient areas and avoid fragmenting the RCN corridors. This will help protect biodiversity both now and into the future.

3. The North Carolina Wildlife Resource Commission's Green Growth Toolbox (GGT): www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox. The GGT is a technical assistance tool designed to help communities and organizations conserve high quality habitats and SGCNs. The goal is to conserve the State's most unique natural assets while continuing to grow as a community. Conservation data includes, but is not limited to, the Biodiversity and Wildlife Habitat Assessment, Natural Heritage Data, National Wetlands Inventory Data, Streams, Important Watersheds and Priority Bird Habitat.

Other siting considerations include maintaining a minimum 100-foot undisturbed native, forested buffer along perennial streams, and a minimum 50-foot buffer along intermittent streams and wetlands. Maintaining undisturbed, forested buffers along these areas will reduce impacts to aquatic and terrestrial wildlife resources, as well as aquatic habitat both within and downstream of the site. In addition, these buffers will act as a travel corridor for wildlife species. Lastly, forested riparian buffers protect water quality by stabilizing stream banks and filtering storm water runoff.

The project footprint should be surveyed for wetlands and streams to ensure there are no impacts to surface waters. In addition to providing wildlife habitat, wetland areas and streams aid in flood control and water quality protection. United States Army Corps of Engineers Section 404 Permits and NC Division of Water Resources Section 401 Certifications are required for any impacts to jurisdictional streams or wetlands.

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

DEVON BORGARDT

Clearinghouse Reviewer

DEPT OF NATURAL & CULTURAL RESOURCE

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☐ Comments Below ☑ Documents Attached

Reviewed By: DEVON BORGARDT Date: 9/9/2020

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

September 9, 2020

MEMORANDUM

TO: Crystal Best
North Carolina State Clearinghouse
Department of Administration

FROM: Ramona M. Bartos, Deputy RSL for Ramona M. Bartos
State Historic Preservation Officer

SUBJECT: Construct 69 MW solar facility, east side of US Highway 52 approximately one half mile North of Old Beatty Ford Road, near Gold Hill, Rowan County, ER 20-1743

Thank you for your notification of August 7, 2020 concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JINTAO WEN

CLEARINGHOUSE COORDINATOR

DPS - DIV OF EMERGENCY MANAGEMENT

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☑ No Comment ☐ Comments Below ☐ Documents Attached

Reviewed By: JINTAO WEN Date: 9/4/2020

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JEANNE STONE

DEPT OF TRANSPORTATION

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☐ Comments Below ☑ Documents Attached

Reviewed By: JEANNE STONE Date: 8/10/2020

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 10, 2020

MEMORANDUM TO: Crystal Best
NC State Clearinghouse
Administrative Building, 5th Floor, Room #5026

FROM: John A. (Andy) Bailey
Transportation Engineering Supervisor
Transportation Planning Division
North Carolina Department of Transportation

SUBJECT: Clearinghouse 20-E-4600-0700

These are comments from the NCDOT – Transportation Planning Division regarding North Carolina State Clearinghouse of Administration Intergovernmental Review #20-E-4600-0700.

The NCDOT – Transportation Planning Division would like to make the North Carolina Department of Commerce aware of the following projects that may impact the study area:

- US 52 – The Cabarrus-Rowan Metropolitan Planning Organization – Comprehensive Transportation Plan (CRMPO CTP) recommends the widening of US 52 from a 2 lane major thoroughfare to a 4 lane divided boulevard in this project's vicinity.

Please see the following websites for a better view of the proposal:

https://connect.ncdot.gov/projects/planning/TPBCTP/Cabarrus-Rowan/AMENDED%20CRMPO%20CTP%20Highway%20Map%20and%20Insets.pdf

https://connect.ncdot.gov/projects/planning/TPBCTP/Cabarrus-Rowan/CRMPO%20CTP%20Roadway%20Inventory%20(Amended%20March%2027,%202019).xlsx

If you have any further questions, please do not hesitate to contact me at 919-707-0991 or email at jabailey@ncdot.gov.

Attachments: Excerpts from the: 2019 CRTPO Amended CTP

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
1554 MAIL SERVICE CENTER
RALEIGH, NC 27699-1554

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON ST
RALEIGH, NC 27601

NCDOT TPD
TRANSPORTATION PLANNING DIVISION

Control No.: 21-E-4600-0700

County.: ROWAN

Date Received: 8/7/2020

Agency Response: 9/8/2020

Review Closed: 9/8/2020

JOSEPH HUDYNCIA
CLEARINGHOUSE COORDINATOR
DEPT OF AGRICULTURE

Project Information

Type: State Environmental Policy Act ironmental Review

Applicant: North Carolina Department of Commerce

Project Desc.: Application of Okra Holdings, LLC for Certificate to construct a 69 MW Solar Facility in Rowan Co. Docket # SP-26028 Sub 0. View document at http://starw1.ncuc.net/NCUC/portal/ncuc/page/Dockects/portal.aspx, Type SP-26028 Sub 0 in the Docket Number search line. Located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina.

As a result of this review the following is submitted:

☐ No Comment ☑ Comments Below ☑ Documents Attached

See attached.

Reviewed By: JOSEPH HUDYNCIA Date: 8/10/2020

Dr. Alexander Stewart
Assistant Commissioner

North Carolina Department of Agriculture and Consumer Services
Agricultural Services

Joseph Hudyncia
Environmental Programs

Crystal Best
State Clearinghouse
N.C. Department of Administration
1301 Mail Service Center
Raleigh, NC 27699-1301

August 10, 2020
RE: S # 21-E-4600-0700 (Okra Holdings)

Dear Ms. Best:

The proposed ground-mounted photovoltaic electric generating facility has the potential to negatively impact agricultural, environmental and economic balance in the area of the development project. Development of all types continues to be a threat to one of the state's most valuable natural resources, i.e. productive farmland. As productive farmland is removed from agricultural production the associated potential for providing necessary agricultural products for a growing population is reduced, and with it a substantial amount of recurring, local ag-related economic activity generated by local farming incomes.

We encourage conservation of highly productive soils for their best use – agriculture - and recommend locating ground-mounted solar arrays of this scale on less productive sites on the associated tract if possible. Prioritization of sites based on potential agricultural productivity, whereby less productive sites (e.g. marginal lands) are selected for development and more productive sites are retained for agricultural production, may help mitigate some impact to agricultural resources. One means to assess the agronomic potential of soils is to first consult the published county soil survey to identify soil types (soil map units) and distribution, and then use the NC State Cooperative Extension Realistic Yield Expectation for NC Soils database (https://realisticyields.ces.ncsu.edu/) to compare yield potential of soil map units on the tract. This analysis may help prioritize areas for retention in agricultural production.

Additionally, the use of best practices in construction and operation and maintenance of the facility are encouraged to preserve the productive capabilities of the site for future agricultural use, while maintaining or enhancing the integrity of unique or sensitive habitats. It is also recommended that a decommissioning plan that clearly defines the responsible party, process details, timeline, and specific responsibilities (including restoration) be incorporated into the development plan.

We have cross-referenced the parcel for existing easements related to agriculture and found no CREP conservation easements, swine buyout easements, ADFP easements, plant conservation easements, plant conservation priority sites, or Voluntary Agricultural Districts associated with the subject property.

Respectfully,

Joe Hudyncia
Environmental Programs

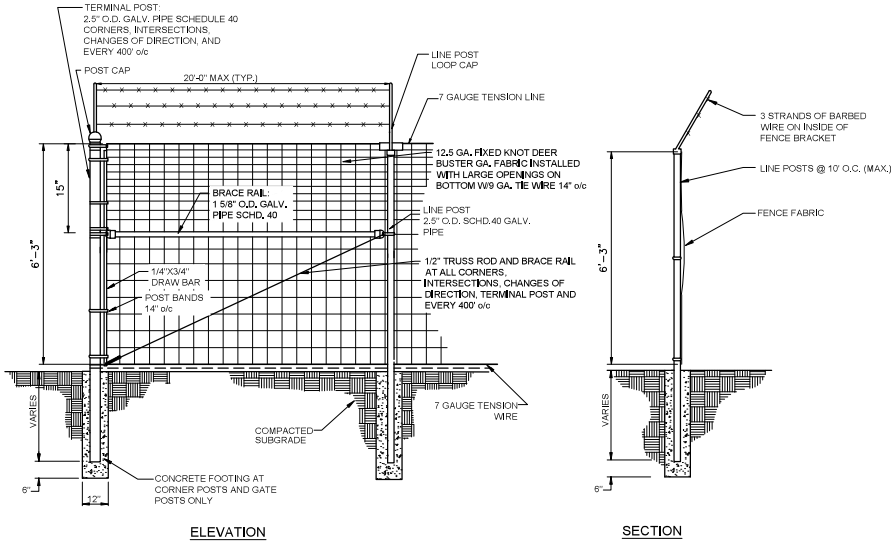
E-mail: joseph.hudyncia@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001 (919) 707-3070 ● Fax (919) 733-1141
An Equal Opportunity Employer

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November 15, 2021

EXHIBIT 10

Deer Buster Fencing Examples





ELEVATION

SECTION

Inverted Deer Buster Fencing


HAWKINS SOLAR TWO
PHIPPS BEND, TN
BIRDSEYE
RENEWABLE ENERGY
704-644-7733

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November 15, 2021

EXHIBIT 11

Emergency Action Plan

Emergency Action Plan for

Okra Holdings Solar Project

Old Beatty Ford Road, Gold Hill, NC 29730

LAT: 35.5118 LONG: -80.3282

Prepared by Okra Holdings, LLC

1.0 Construction Emergency Action Plan (EAP) for Okra Holdings

The EAP emergency action plan will take effect in the case of a Safety, Fire, or Medical Emergency. The plan will be initiated by three horn blasts and followed with radio or cellular communications as applicable. Once the three horn blasts are heard, supervision must immediately clear all non-essential traffic airwaves and wait for further instruction, as appropriate. The emergency radio channel will be channel 5. All incident responders should communicate with the construction Emergency Response Coordinator (ERC). The ERC will coordinate with all municipals before the start of the project to provide them with a scope of work, emergency procedures, and access to the site.

2.0 Pre-Emergency Planning

The Emergency Response Coordinator (ERC) is the onsite safety manager. The ERC will perform practical pre-emergency planning tasks before starting field activities and coordinate emergency response with onsite personnel, the facility, and the local emergency service providers. These activities include the following:

- Ensure that there is a good contact list for all personnel onsite See Section 10.0.
- Verify that two-way radio communications are available and serviceable.
- Verify that all emergency contact information is correct and up to date.
- Post “Exit and Fire Extinguishers” signs above exit doors and locations of fire extinguishers, also keep areas exits and fire extinguisher access clear.
- Evaluate site condition, onsite operations, and personnel availability for emergency response procedures.
- Take an inventory of the site’s equipment, supplies, and potable water.
- Visit the local fire department, EMS, coordinate with a local doctor’s office to handle advanced first-aid incidents, and locate the local hospital.
- Communicate emergency procedures for site hazards such as personal injury, exposures, fires, explosions, and releases.
- The Safety team will brief new workers on the emergency action plan and evaluate emergency response actions during a new hire orientation.

3.0 Emergency Equipment and Supplies

The onsite Safety Coordinator will ensure the following emergency equipment is onsite and that the equipment is functional and serviceable. The Safety Coordinator will also note the locations of equipment and communicate that to all employees.

Emergency Equipment and Supplies include:

- Appropriate number and size of Class A, B, and C Fire Extinguisher based on construction site and construction activities
- Medical Jump Bag
- First Aid kit located in office
- AED
- Potable water
- Bloodborne Pathogen Kit
- Additional equipment needed for site-specific reasons
- Spill Kits
- Spill containment systems as required
- Lightning monitor
- WBGT meter

4.0 Incident Response

In case of a fire, explosion, or chemical release, please follow the steps below:

1. Alert the appropriate response personnel.
2. Shut down operations and evacuate the immediate work area.
3. Perform a headcount of the designated assembly area(s).
4. Assess the need for site evacuation, and evacuate the site as warranted.
5. Conduct Incident Notification, Reporting, and Investigation as required by OSHA and employer.
6. Notify and submit reports to clients to owners and municipals as needed.

NOTE: *Fires or spills that present a minimal safety or health hazard may be controlled with onsite spill kits or fire extinguishers without activating the site's evacuation procedure. When in doubt, evacuate.*

5.0 Emergency Medical Treatment

If emergency medical treatment is needed, whether life-threatening or not, it must be immediately reported to site safety (ERC). Site safety will evaluate the course of action that is required. Major medical emergencies include injuries of severe bleeding, loss of consciousness, breathing, or heart failure. A minimum of two first aid, CPR, and AED trained persons shall be onsite at all times for medical emergencies. In the event of such, please follow the steps below:

1. Notify Safety Personnel.
2. **Notify 911** or other appropriate emergency response authorities that are listed at the site.
3. Initiate first aid and CPR and AED if needed.
4. Make certain that the injured person is accompanied by Safety personnel to the doctor or emergency room.

6.0 Evacuation

The site map should have clear, detailed evacuation routes, assembly areas, severe weather shelters, and any alternative routes and assembly locations.

Primary Muster Point: Primary Driveway Entrance- From the Intersection of Route No. SR 2356 and Route No. US 52 towards Doby Drive, Gold Hill, NC

Secondary Muster Point: Secondary Driveway Entrance- From the Intersection of Route No. SR 2256 and Route No. US 52 towards SR 2412, Gold Hill, NC

Gold Hill Volunteer Fire Department Inc. Fire Department will become the muster point if site evacuation is needed. All evacuation routes are shown on the map in section 9.0. Upon hearing the emergency signal for evacuation, the following steps will be taken:

- All members of staff will gather at the muster point.
- The Safety personnel and a “buddy” will remain on the site after the site has been evacuated if the situation is safe to assist local responders
- The Safety team will account for all personnel in the onsite assembly area.
- A designated person will account for personnel at alternate muster area(s).
- The Safety Coordinators will follow the incident reporting protocols.

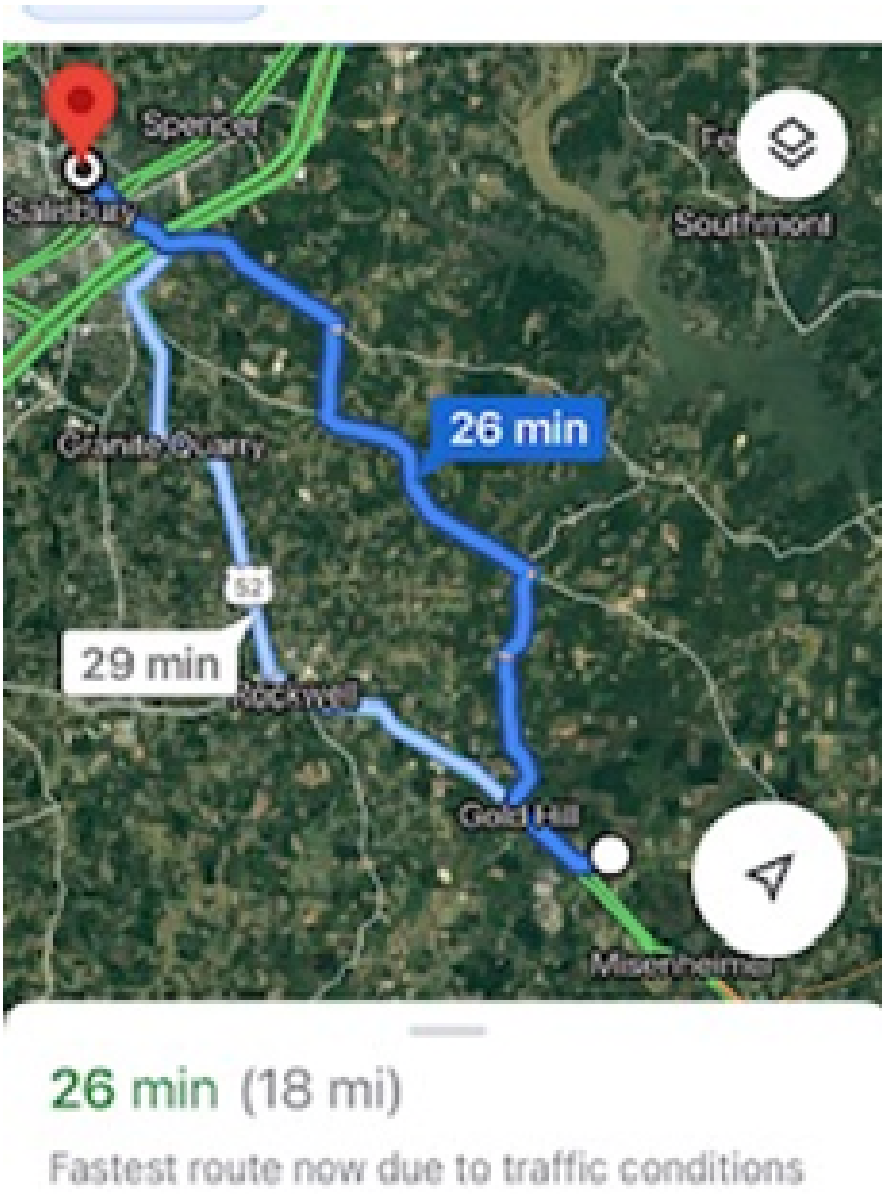
7.0 Inclement Weather

Sudden inclement weather can infringe upon field personnel. Emergency preparedness and caution are the best defense. Field crew members performing work outdoors should carry the appropriate clothing for this type of weather. Staff should pay close attention to the weather forecast daily to look for signs of inclement weather. These signs include towering thunderheads, darkening skies, or a sudden increase in wind. If stormy weather ensues, field personnel should discontinue work and seek shelter until the storm has passed. Stay away from open water, metal equipment, wire fences, and metal pipes. Other general precautions include, but are not limited to:

- Know where to go and how long it will take to get there. If possible, take refuge in a large building or vehicle. Do not go into a shed in an open area.
- The inclination to see trees as enormous umbrellas are the most frequent and deadly mistake. Avoid standing under large trees, poles, antennae's and towers.
- If the area is wide open, go to a valley or ravine, but be aware of flash flooding.
- If you are caught in a level open area during an electrical storm and start to feel your hair stand on top of your head, you should drop to your knees, bend forward, and crouch. This technique will make you less vulnerable to electrocution.
- Do not lie down; this is dangerous and can cause the wet earth to conduct electricity.
- Do not touch the ground with your hands.
- Do not use telephones during electrical storms, except in the case of an emergency.
- Remember: lightning can strike several miles from the parent cloud, so work should be stopped and restarted accordingly.
- Lightning safety recommendation is 30-30; this means seeking protection when thunder sounds within 30 seconds after a lightning flash and does not resume work until 30 minutes after the last thunderclap. Stay alert for high winds that can cause unsafe conditions. Working in high wind conditions should be avoided. If continuous high wind persists, then staff should seek shelter. All employees will stand down when lightning reaches a range of 8 Miles.

8.0 Emergency Directions

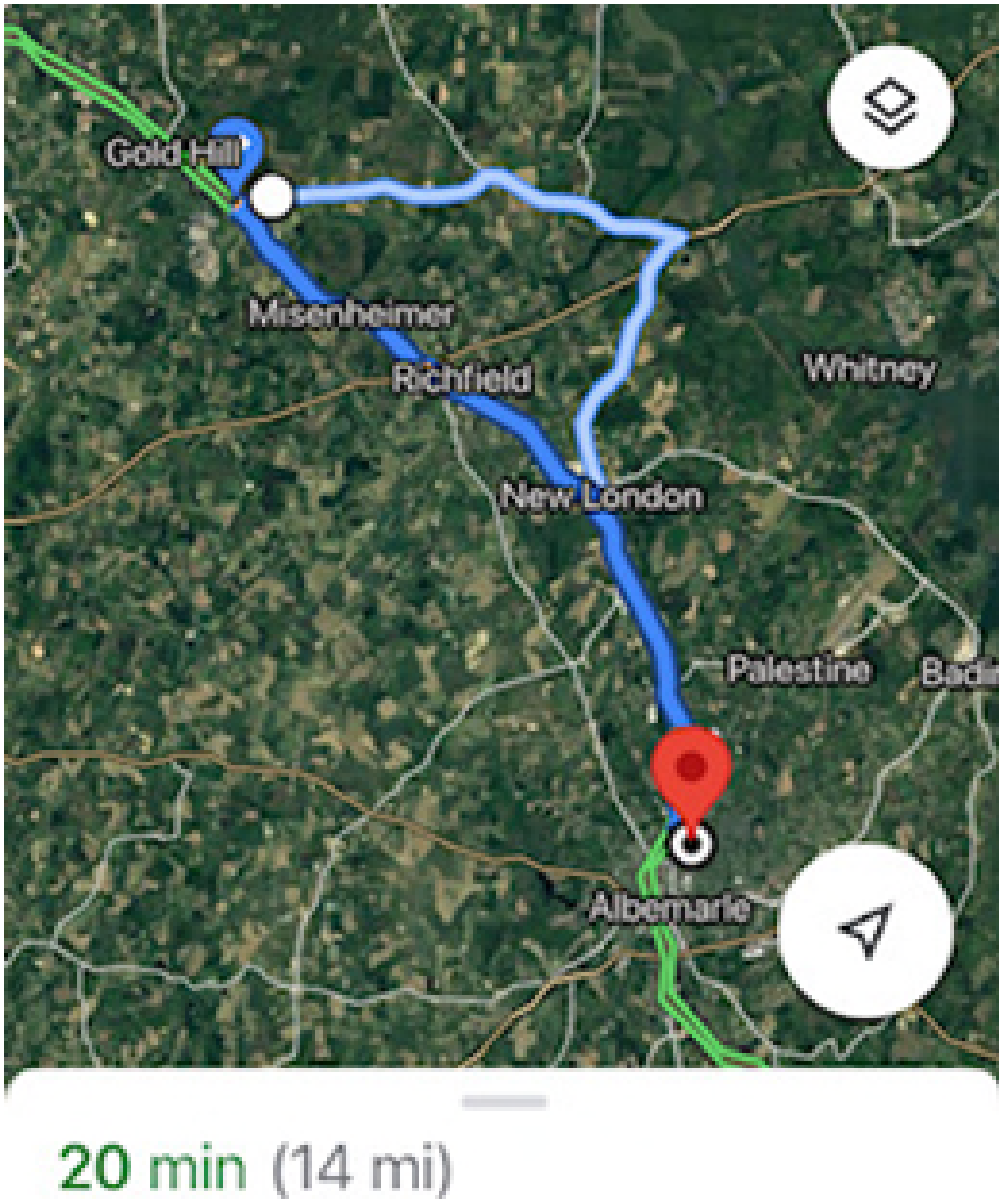
Closest Emergency Room – Novant Health Rowan Medical Center



Emergency Room- Novant Health Rowan Medical Center
612 Mocksville Ave, Salisbury, NC 28144

- **Head east towards Old Beatty Ford Road (0.6 miles)**
- **Turn RIGHT onto US-52N (1.5 miles)**
- **Turn RIGHT onto Liberty Road (4.3 miles)**
- **Turn LEFT onto Stokes Ferry Road (4.6 miles)**
- **Turn RIGHT onto Union Church Road (1.6 miles)**
- **Turn LEFT onto Bringle Ferry Road (4.3 miles)**
- **Continue STRAIGHT onto E Henderson St (0.1 miles)**
- **Turn RIGHT onto N Railroad ST (250 Feet)**
- **Turn LEFT onto E. Henderson ST (0.9 miles)**
- **Turn LEFT into the ER Parking Lot**

Regional Hospital – Stanley Memorial Hospital Heliport

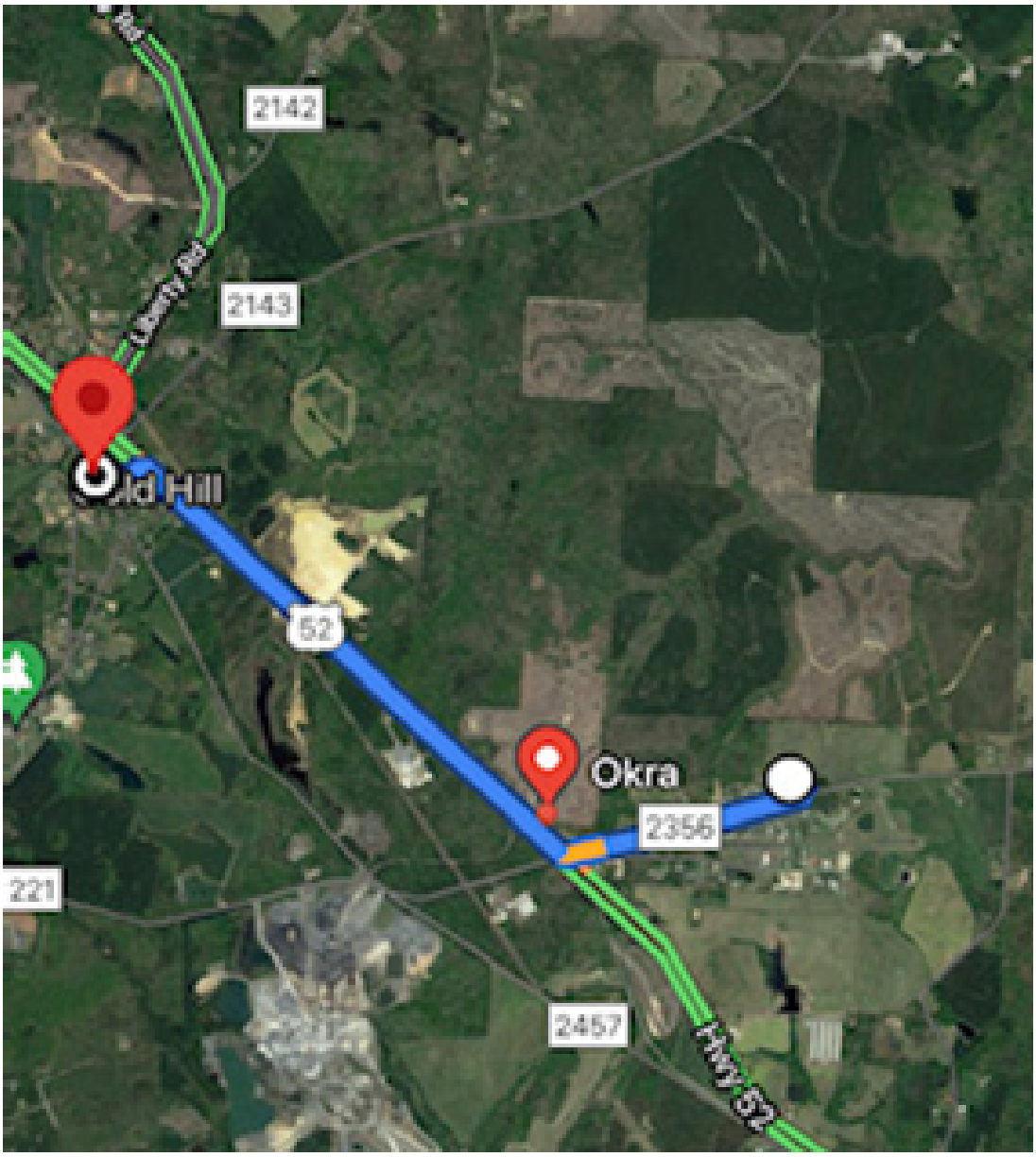


Stanley Memorial Hospital Heliport

301 Yadkin St. Albemarle, NC 28001

- **Head RIGHT onto Old Beatty Ford Road (0.6 miles)**
- **Turn LEFT onto US-52 S (11 miles)**
- **Turn LEFT onto N 2nd St (0.4 miles)**
- **Turn LEFT onto Hawthorn Ave (400 feet)**
- **Turn RIGHT into the Hospital Entrance (250 feet)**
- **Turn LEFT (100 feet)**
- **Turn RIGHT (150 feet)**

Fire Department Directions- Gold Hill VFD Station 46

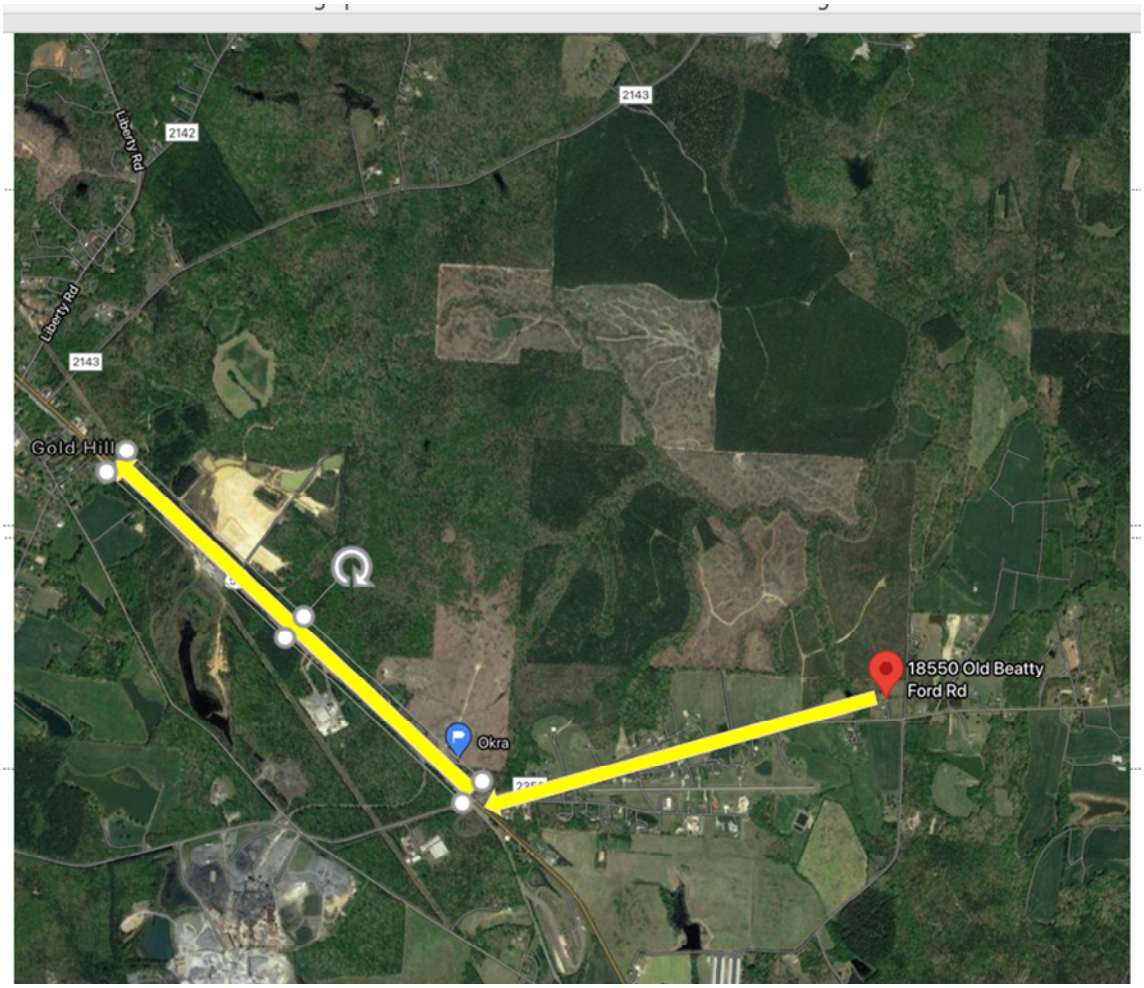


Gold Hill VFD Station 46

820 Old US Hwy 80, Gold Hill, NC 28071

- **Head RIGHT onto Old Beatty Ford Road (0.6 miles)**
- **Turn RIGHT onto US-52 N (1.4 miles)**
- **Turn LEFT onto Doby Dr (0.1 miles)**
- **Turn RIGHT onto Old Hwy 80 (250 feet)**
- **Turn LEFT into Fire Department Parking Lot**

9.0 Evacuation Route and Muster Point Area- Gold Hill VFD Station 46



10.0 EMERGENCY CONTACTS

IF THERE IS AN EMERGENCY, THE AIR HORN A WILL SOUND. AFTER THE HORN, THERE WILL BE A MESSAGE INDICATING THE TYPE OF EMERGENCY FOLLOWED BY DIRECTIONS FOR PERSONNEL RESPONSE.

Primary Muster Point – Primary Driveway Entrance- From the Intersection of Route No. SR 2356 and Route No. US 52 towards Doby Drive, Gold Hill, NC

Secondary Muster Point – Secondary Driveway Entrance -From the Intersection of Route No. SR 2256 and Route No. US 52 towards SR 2412, Gold Hill, NC

Offsite Muster Point – Gold Hill Volunteer Fire Department, Station 46, 820 Old US Hwy 80, Gold Hill, NC 28071

EMERGENCY CONTACT LIST

Gold Hill VFD, Station 46	Gold Hill, NC	704-279-8662
Novant Health Rowan Medical Center	Salisbury, NC	704-210-5000
Stanly Regional Medical Center	Albemarle, NC	704-984-4000
Rowan County Sheriff Department	Salisbury, NC	704-216-8700

ALTERNATE EMERGENCY CALL 911

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November 15, 2021

EXHIBIT 12

Gold Hill Flats letter

Roy Cooper
Governor

D. Reid Wilson
Secretary, Department of Natural and Cultural Resources

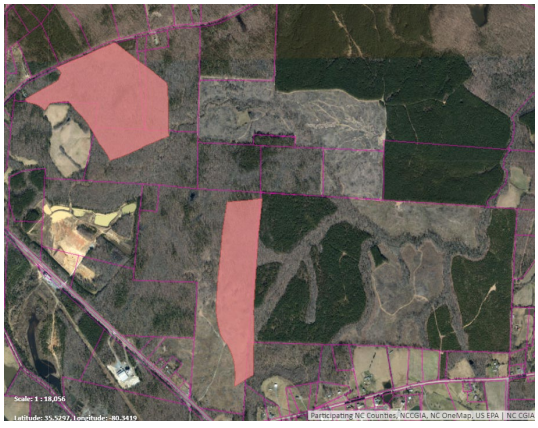
Will Summer
Interim Director, Division of Land and Water Stewardship
Interim Executive Director, NC Land and Water Fund

August 18, 2021

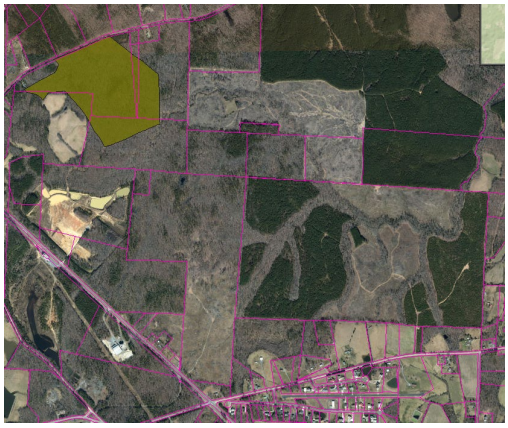
Mr. Ed Muire, Planning and Development Director
Rowan County
402 N. Main Street, Room 204
Salisbury, NC 28144
Transmitted via email to: Ed.Muire@rowancountync.gov

Dear Mr. Muire,

Thank you for reaching out the North Carolina Natural Heritage Program (NCNHP) regarding the Okra Holdings Solar proposal and our Gold Hill Flats Natural Area. Our program has been in contact with Birdseye Environmental and their associates and we attended a meeting on July 26, 2021 with their representatives and other state agencies. The meeting was arranged by North Carolina Department of Environmental Quality to discuss the environmental aspects of the project. At this meeting, NCNHP learned that the portion of the solar proposal that intersected with our Gold Hill Flats Natural Area boundary, the Schad tract, had been fully clear-cut in 2018 and 2019. We have reviewed GIS data layers that confirmed this. The harvesting of timber from the Schad tract eliminated the rare natural communities that had been previously documented in that area. Based on this information, the NCNHP revised the boundary of the Gold Hill Flats Natural Area, removing the portion of the Gold Hill Flats Natural Area that was documented on the Schad tract, as illustrated in the maps below.



Map 1. Gold Hill Flats Natural Area (pink) 2021 July.



Map 2. Gold Hill Flats Natural Area (green) 2021 August.

Please note two important issues for consideration. First, NCNHP Natural Areas are a non-regulatory designation and there are no State-level prohibitions on land

management or land use change tied specifically to Natural Area designation. As such, the clear cutting in 2018-19 and the current proposal are not regulated by NCNHP.

Second, there are occurrences of the State and Federal Endangered Schweinitz's Sunflower (*Helianthus schweinitzii*) on the southwest border of the Schad tract along the Highway 52 right-of-way and elsewhere. We recommend that the project planners contact the United States Fish and Wildlife for regulatory guidance related to this species. This sunflower thrives in full sun, including roadside rights-of-way and cleared areas, so although the rare forest communities no longer exist on the project site, this species may respond positively to the alterations from the timber removal. We recommend that the consultant survey the entire project area for this species between Aug-Nov (preferably Sept-Oct), flag locations of any occurrences in the field, and avoid any impacts during construction and maintenance. With careful planning, they may be able to plan the project in a way that avoids negative impacts, or even improves sunflower habitat and we would be happy to consult with them on that if they are interested.

Attached please find a report generated through our North Carolina Natural Heritage Data Explorer. This report was generated showing the 2021 July Gold Hill Flats Natural Area Boundary, rather than the 2021 August boundary but the details regarding the Schweinitz's Sunflower documented within the project area and information on species, natural communities, Natural Areas, and Managed Areas within 1-mile of the project area are accurate for planning purposes. The maps on the Natural Heritage Data Explorer website will be updated in October, and will reflect the removal of the Schad draft from the natural area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact me with information provided below or Judy Ratcliffe at judith.ratcliffe@ndccr.gov, 919-707-8628.

Sincerely,

Misty Buchanan

Misty Buchanan
Deputy Director for Natural Heritage
misty.buchanan@ncdcr.gov, 919-707-8107

cc: Rebecca Cheatham, Birdseye Renewable Energy

NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

Roy Cooper, **Governor**
D. Reid Wilson, **Secretary**
Walter Clark
Director, Division of Land and Water Stewardship

NCNHDE-15458

August 18, 2021

Ed Muire
Planning and Development Director
402 N. Main Street, Room 204
Salisbury, NC 28144
RE: Okra Holdings Solar Proposal

Dear Ed Muire:

The North Carolina Natural Heritage Program (NCNHP) appreciates the opportunity to provide information about natural heritage resources for the project referenced above.

A query of the NCNHP database indicates that there are records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary. These results are presented in the attached 'Documented Occurrences' tables and map.

The attached 'Potential Occurrences' table summarizes rare species and natural communities that have been documented within a one-mile radius of the property boundary. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists. Tables of natural areas and conservation/managed areas within a one-mile radius of the project area, if any, are also included in this report.

If a Federally-listed species is documented within the project area or indicated within a one-mile radius of the project area, the NCNHP recommends contacting the US Fish and Wildlife Service (USFWS) for guidance. Contact information for USFWS offices in North Carolina is found here: https://www.fws.gov/offices/Directory/ListOffices.cfm?statecode=37.

Please note that natural heritage element data are maintained for the purposes of conservation planning, project review, and scientific research, and are not intended for use as the primary criteria for regulatory decisions. Information provided by the NCNHP database may not be published without prior written notification to the NCNHP, and the NCNHP must be credited as an information source in these publications. Maps of NCNHP data may not be redistributed without permission.

Also please note that the NC Natural Heritage Program may follow this letter with additional correspondence if a Dedicated Nature Preserve, Registered Heritage Area, Land and Water Fund easement, or an occurrence of a Federally-listed species is documented near the project area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact Rodney A. Butler at rodney.butler@ncdcr.gov or 919-707-8603.

Sincerely,
NC Natural Heritage Program

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Intersecting the Project Area
Okra Holdings Solar Proposal
August 18, 2021
NCNHDE-15458

Element Occurrences Documented Within Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Natural Community	13957	Dry Oak--Hickory Forest (Piedmont Subtype)	---	2010	B	2-High	---	---	G4G5	S4
Natural Community	7824	Upland Depression Swamp Forest	---	2010	A	3-Medium	---	---	G2G3	S2S3
Natural Community	17050	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	B	3-Medium	---	---	G2	S1
Vascular Plant	24229	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	1-Very High	Endangered	Endangered	G3	S3

Natural Areas Documented Within Project Area

Site Name	Representational Rating	Collective Rating
Gold Hill Flats	R1 (Exceptional)	C4 (Moderate)

No Managed Areas Documented within the Project Area

Definitions and an explanation of status designations and codes can be found at https://ncnhde.natureserve.org/help. Data query generated on August 18, 2021; source: NCNHP, Q2 July 2021. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Within a One-mile Radius of the Project Area
Okra Holdings Solar Proposal
August 18, 2021
NCNHDE-15458

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Freshwater Bivalve	27822	Villosa delumbis	Eastern Creekshell	2004-05-20	E	3-Medium	---	Significantly Rare	G4	S4
Natural Community	13957	Dry Oak--Hickory Forest (Piedmont Subtype)	---	2010	B	2-High	---	---	G4G5	S4
Natural Community	7824	Upland Depression Swamp Forest	---	2010	A	3-Medium	---	---	G2G3	S2S3
Natural Community	10399	Upland Depression Swamp Forest	---	1993-09-23	A	3-Medium	---	---	G2G3	S2S3
Natural Community	17050	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	B	3-Medium	---	---	G2	S1
Natural Community	15000	Xeric Hardpan Forest (Acidic Hardpan Subtype)	---	2010	A	3-Medium	---	---	G2	S1
Vascular Plant	31204	Carex bushii	Bush's Sedge	1994-06-07	E	3-Medium	---	Significantly Rare Peripheral	G4	S1
Vascular Plant	23070	Helianthus laevigatus	Smooth Sunflower	2018-11-07	B	3-Medium	---	Special Concern Vulnerable	G4	S3
Vascular Plant	20753	Helianthus schweinitzii	Schweinitz's Sunflower	2013-10-10	F	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	20751	Helianthus schweinitzii	Schweinitz's Sunflower	2018-09-11	C	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	20757	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	2-High	Endangered	Endangered	G3	S3
Vascular Plant	20748	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	C?	2-High	Endangered	Endangered	G3	S3
Vascular Plant	6	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	D	1-Very High	Endangered	Endangered	G3	S3
Vascular Plant	20754	Helianthus schweinitzii	Schweinitz's Sunflower	2002-10-31	F	3-Medium	Endangered	Endangered	G3	S3
Vascular Plant	24229	Helianthus schweinitzii	Schweinitz's Sunflower	2017-10-13	D	1-Very High	Endangered	Endangered	G3	S3
Vascular Plant	20749	Helianthus schweinitzii	Schweinitz's Sunflower	2018-11-07	D	1-Very High	Endangered	Endangered	G3	S3

Natural Areas Documented Within a One-mile Radius of the Project Area

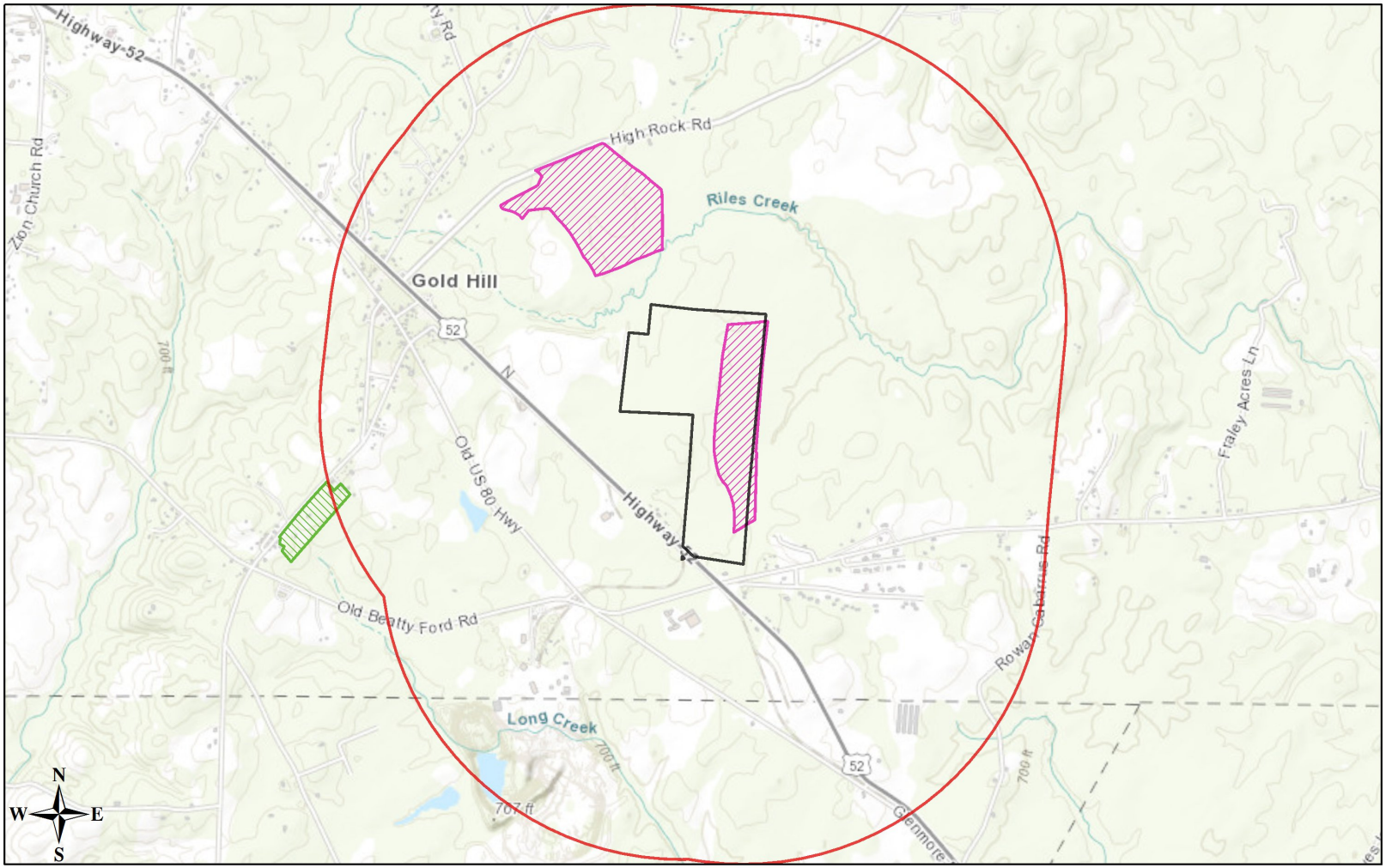
Site Name	Representational Rating	Collective Rating
Gold Hill Flats	R1 (Exceptional)	C4 (Moderate)

Managed Areas Documented Within a One-mile Radius of the Project Area

Managed Area Name	Owner	Owner Type
Historic Gold Hill and Mines Foundation Preserve	Historic Gold Hill and Mines Foundation	Private

Definitions and an explanation of status designations and codes can be found at https://ncnhde.natureserve.org/help. Data query generated on August 18, 2021; source: NCNHP, Q2 July 2021. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

NCNHDE-15458: Okra Holdings Solar Proposal



August 18, 2021

- Project Boundary
- Buffered Project Boundary
- NHP Natural Area (NHNA)
- Managed Area (MAREA)

1:29,052

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

BOARD OF COMMISSIONERS
Z 08-21 Exhibits
November 15, 2021

EXHIBIT 13

NC Utilities Commission CPCN

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-26028, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of		
Application of Okra Holdings, LLC, for a	)	ORDER ISSUING CERTIFICATE
Certificate of Public Convenience and	)	AND ACCEPTING REGISTRATION
Necessity to Construct a 69-MW Solar	)	OF NEW RENEWABLE ENERGY
Facility in Rowan County, North Carolina	)	FACILITY

BY THE COMMISSION: On July 31, 2020, Okra Holdings, LLC (Applicant), filed an application seeking a certificate of public convenience and necessity pursuant to N.C. Gen. Stat. § 62-110.1(a) for construction of a 69-MW_{AC} solar generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina. The Applicant plans to sell the electricity to Duke Energy Carolinas, LLC (DEC).

Contemporaneously with the application, the Applicant filed a registration statement for a renewable energy facility or new renewable energy facility. The registration statement included certified attestations that: (1) the facility is in substantial compliance with all federal and state laws, regulations, and rules for the protection of the environment and conservation of natural resources; (2) the facility will be operated as a renewable energy facility; (3) the Applicant will not remarket or otherwise resell any renewable energy certificates sold to an electric power supplier to comply with N.C.G.S. § 62-133.8; and (4) the Applicant will consent to the auditing of its books and records by the Public Staff insofar as those records relate to transactions with North Carolina electric power suppliers.

On August 3, 2020, the Commission issued an Order Requiring Publication of Notice.

Also on August 3, 2020, the Applicant filed a verified certificate of service stating that the application and the related public notice were provided to DEC on August 3, 2020.

On September 2, 2020, the Applicant filed an affidavit of publication from The Salisbury Post (Rowan County, North Carolina) stating that the publication of notice was completed on August 25, 2020.

On September 18, 2020, the State Clearinghouse filed comments. The cover letter indicated that, because of the nature of the comments, no further State Clearinghouse review action by the Commission was required for compliance with the North Carolina Environmental Policy Act.

The Public Staff has reviewed the application and determined it to be in compliance with the requirements of N.C.G.S. § 62-110.1(a) and Commission Rule R8-64. The Public

Staff further stated that the registration statement contains the certified attestations required by Commission Rule R8-66(b). Therefore, the Public Staff recommended approval of the certificate and registration for the facility.

The Public Staff noted that it inquired of the Applicant whether the project was planned for participation in the Competitive Procurement of Renewable Energy (CPRE) Program pursuant to N.C.G.S. § 62-110.8, and the Applicant responded that it does not plan for the project to be bid into current or future CPRE Program tranches.

After careful consideration, the Commission finds good cause to approve the application and issue the attached certificate for the proposed solar photovoltaic (PV) electric generating facility. The Commission further finds good cause, based upon the foregoing and the entire record in this proceeding, to accept registration of the facility as a new renewable energy facility. The Applicant shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year and will be required to participate in the NC-RETS REC tracking system (http://www.ncrets.org) in order to facilitate the issuance of RECs.

IT IS, THEREFORE, ORDERED as follows:

1. That a certificate of public convenience and necessity shall be, and is hereby, issued to Okra Holdings, LLC, for the construction of a 69-MW_{AC} solar PV electric generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina;

2. That Appendix A hereto shall constitute the certificate of public convenience and necessity issued for the facility;

3. That the registration statement filed by Okra Holdings, LLC, for its solar PV electric generating facility to be located at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina, as a new renewable energy facility, shall be, and is hereby, be accepted; and

4. That Okra Holdings, LLC, shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year.

ISSUED BY ORDER OF THE COMMISSION.

This the 13th day of October, 2020.

NORTH CAROLINA UTILITIES COMMISSION



Kimberley A. Campbell, Chief Clerk

APPENDIX A

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. SP-26028, SUB 0

Okra Holdings, LLC
1125 E Morehead Street, Suite 202
Charlotte, North Carolina 28402

is hereby issued this

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
PURSUANT TO N.C. GEN. STAT. § 62-110.1

for a 69-MW_{AC} solar photovoltaic electric generating facility

located

at the East side of U.S. Highway 52, approximately one half mile North of Old Beatty Ford Road near Gold Hill, in Rowan County, North Carolina

subject to all orders, rules, regulations, and conditions
as are now or may hereafter be lawfully made
by the North Carolina Utilities Commission.

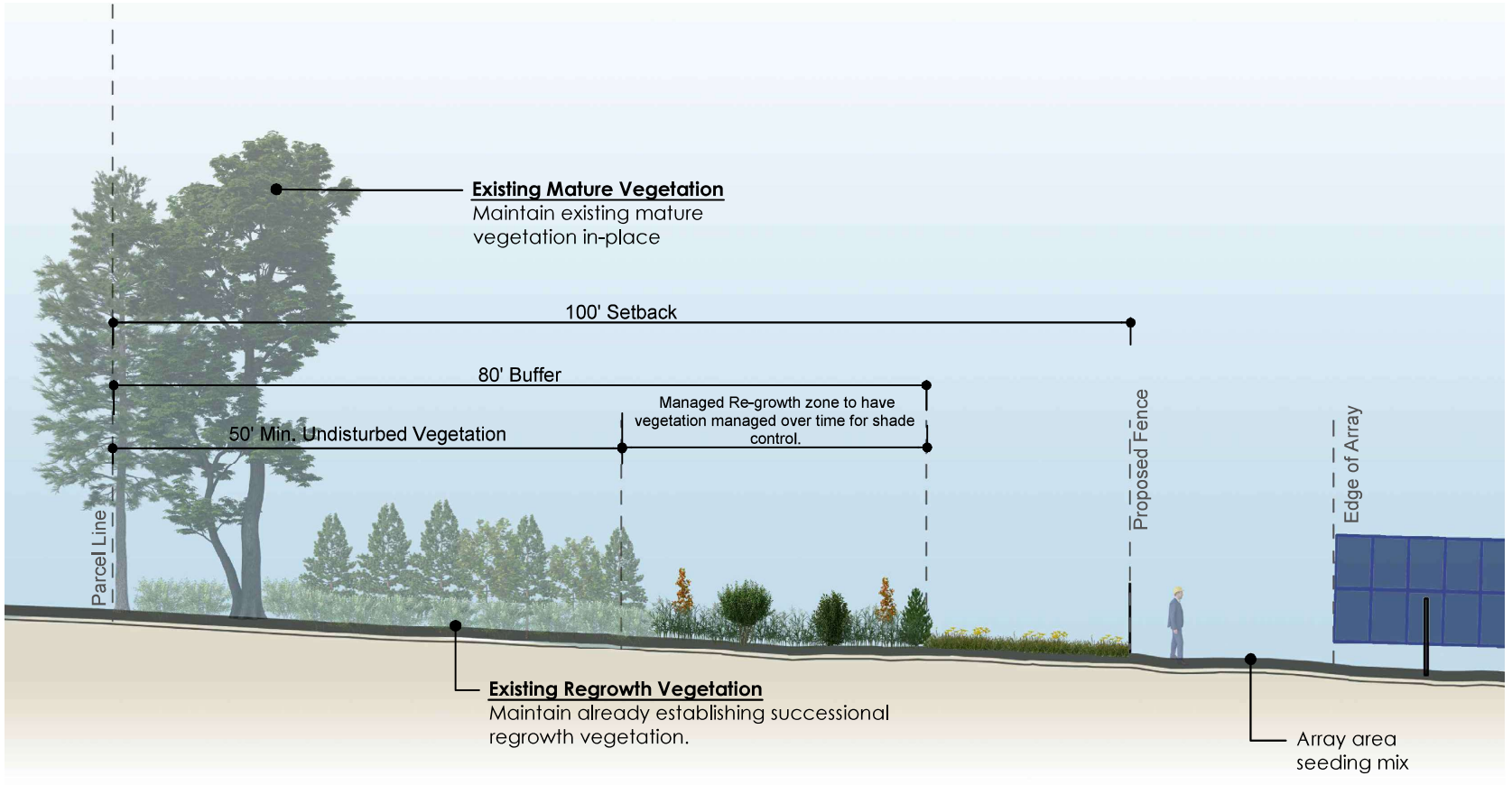
ISSUED BY ORDER OF THE COMMISSION.

This the 13th day of October, 2020.

NORTH CAROLINA UTILITIES COMMISSION

Kimberley A. Campbell

Kimberley A. Campbell, Chief Clerk



1 Buffer Compliance Option

In locations where there is some mature vegetation and applicant is required to meet the screening, buffering and fencing standards of section 21-64(a)(3) and sections 21-215(2)(b)(1) and (2), or is otherwise required to provide screening against adjacent land uses in accordance with section 21-215 and table 21-216, applicant proposes the use of alternate buffer and screening to consist of either an 80 foot wide undisturbed buffer of existing vegetation, or an 80 foot wide buffer consisting of (a) minimum 50 feet of undisturbed existing vegetation, and (b) 30 feet of managed regrowth area which will be either allowed to continue to grow and mature or planted with select native tree and shrub species and grasses. the managed regrowth buffer area may be managed over time to for shade control as needed. a six foot high security fence will be provided along the system area boundary.

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY

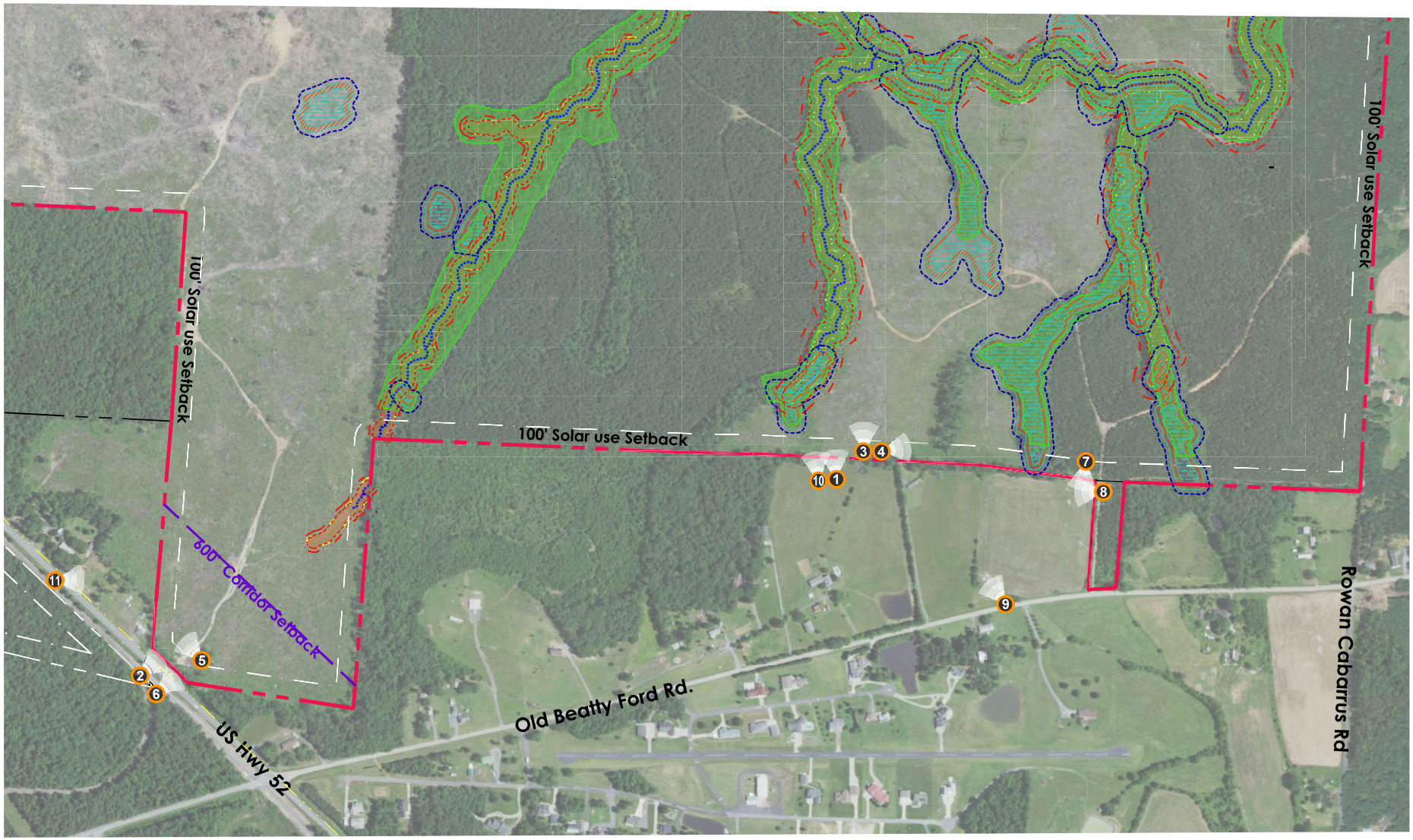


Photo Location Key Map

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY



View 1



View 2

1 **Buffer Compliance**
Existing Vegetation

Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY



View 3



View 4

Existing Regrowth Vegetation
Maintain already establishing successional regrowth vegetation.

Existing @ Parcel Line
Maintain existing vegetation.

1 Buffer Compliance

Existing Vegetation



View 5

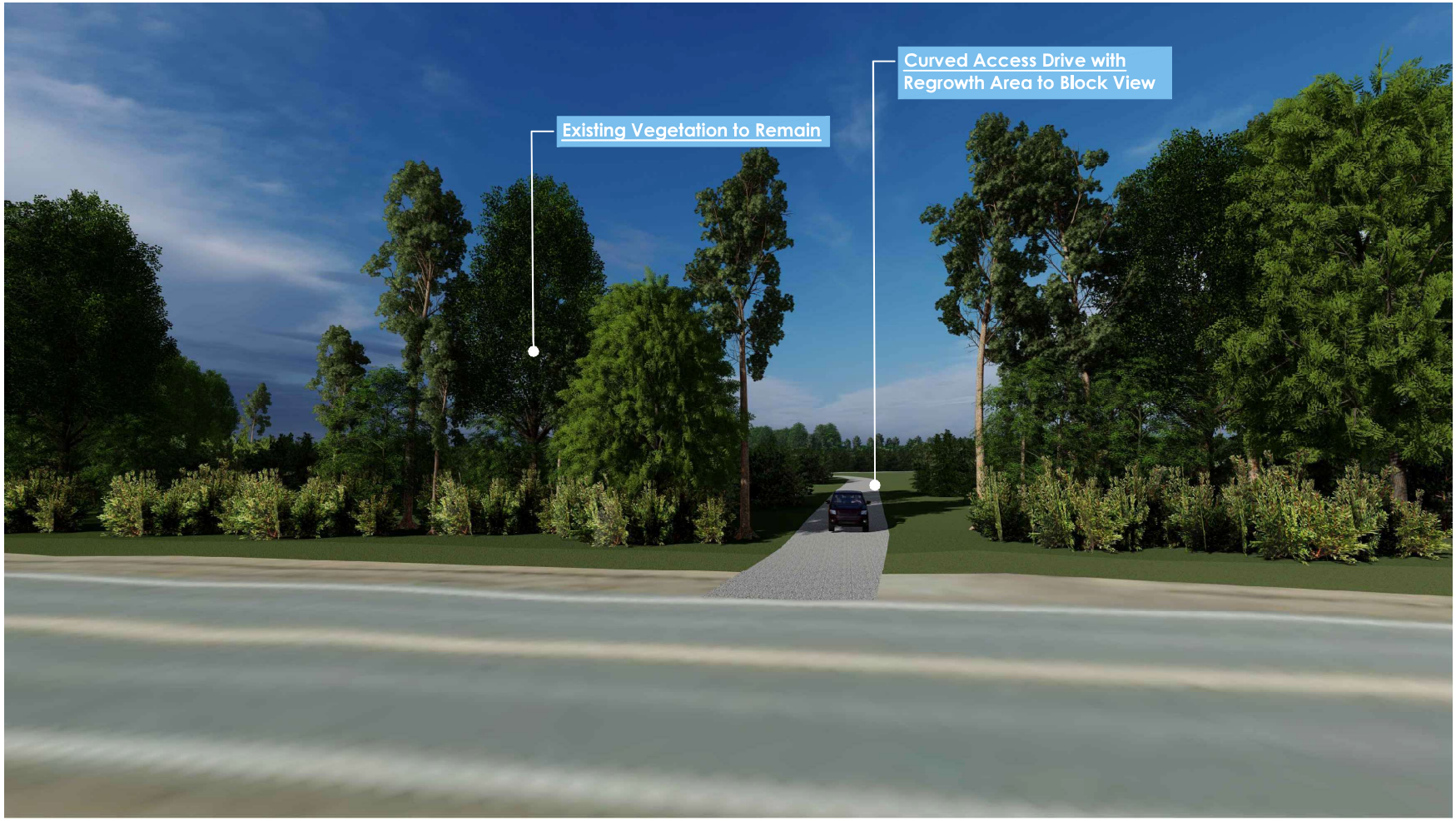


View 6

Existing @ Parcel Line
Maintain existing vegetation.

Existing Regrowth Vegetation
Maintain already establishing successional regrowth vegetation.

1 Buffer Compliance



View 6 - Proposed

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY



View 7



View 8

Existing Vegetation To Remain
Maintain already establishing successional regrowth vegetation.

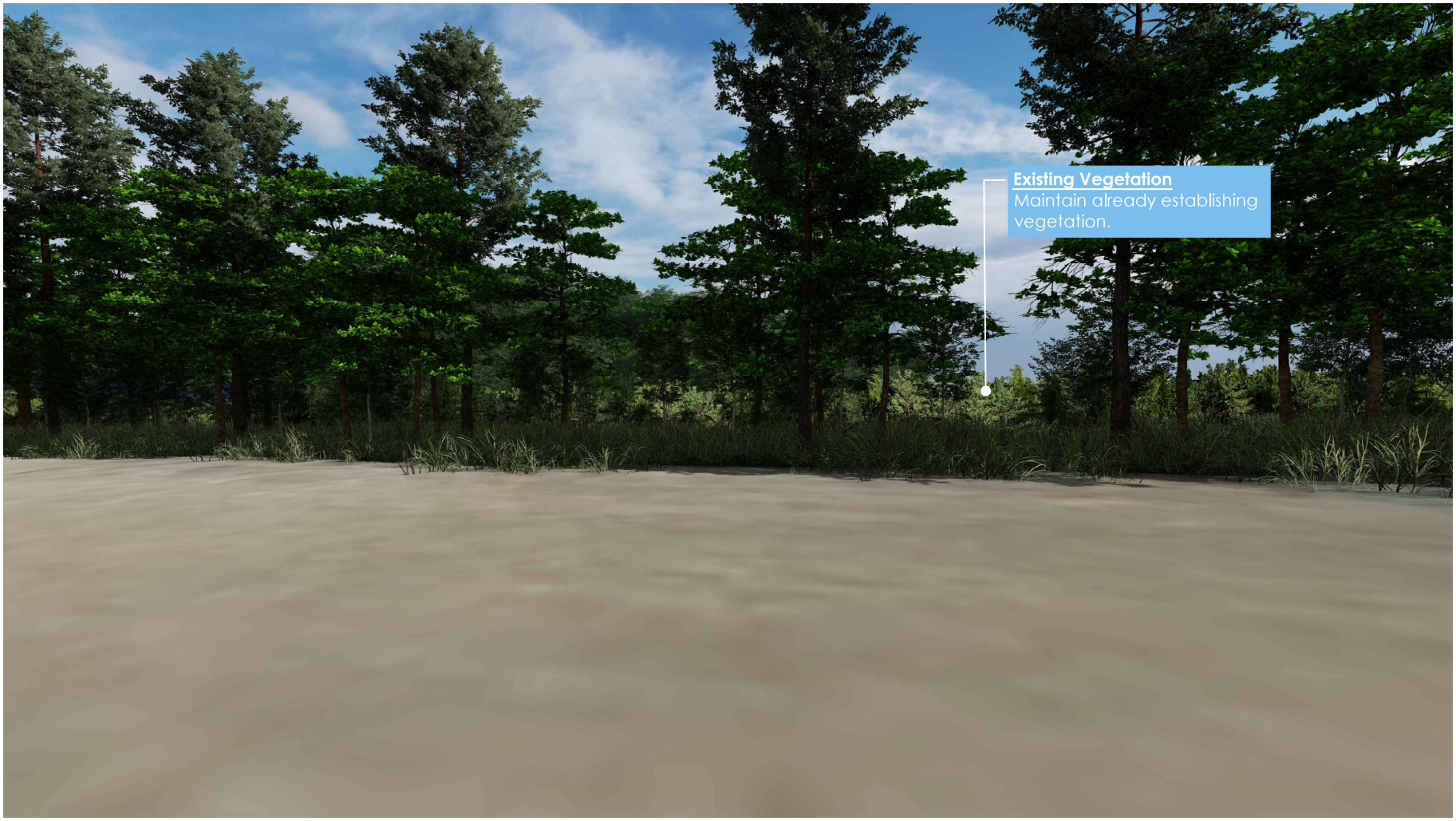
Existing Vegetation To Remain

1 Buffer Compliance

Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY


Existing Vegetation To Remain
Maintain already establishing successional regrowth vegetation.

View 9

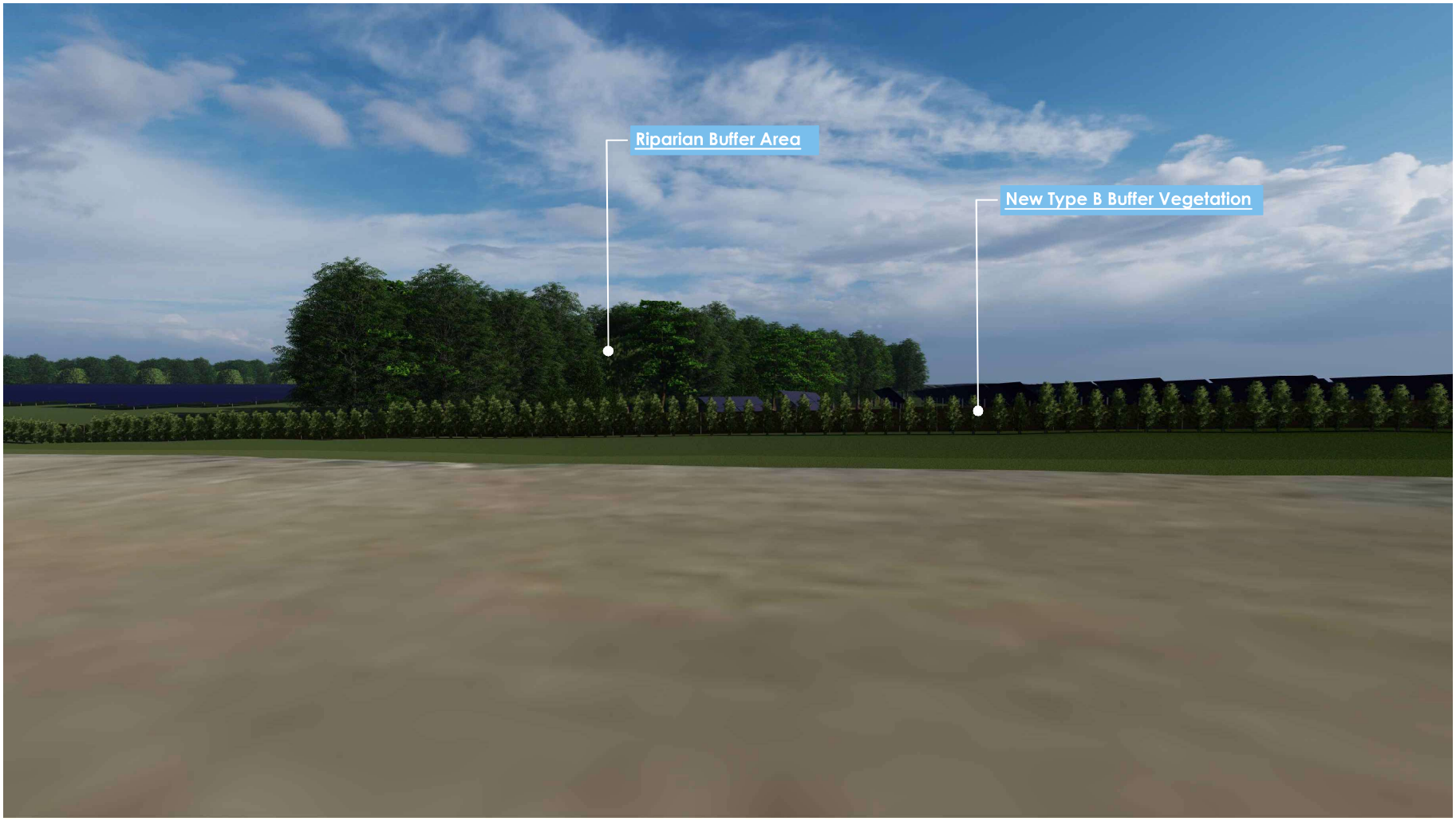


View 10 - Proposed

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY

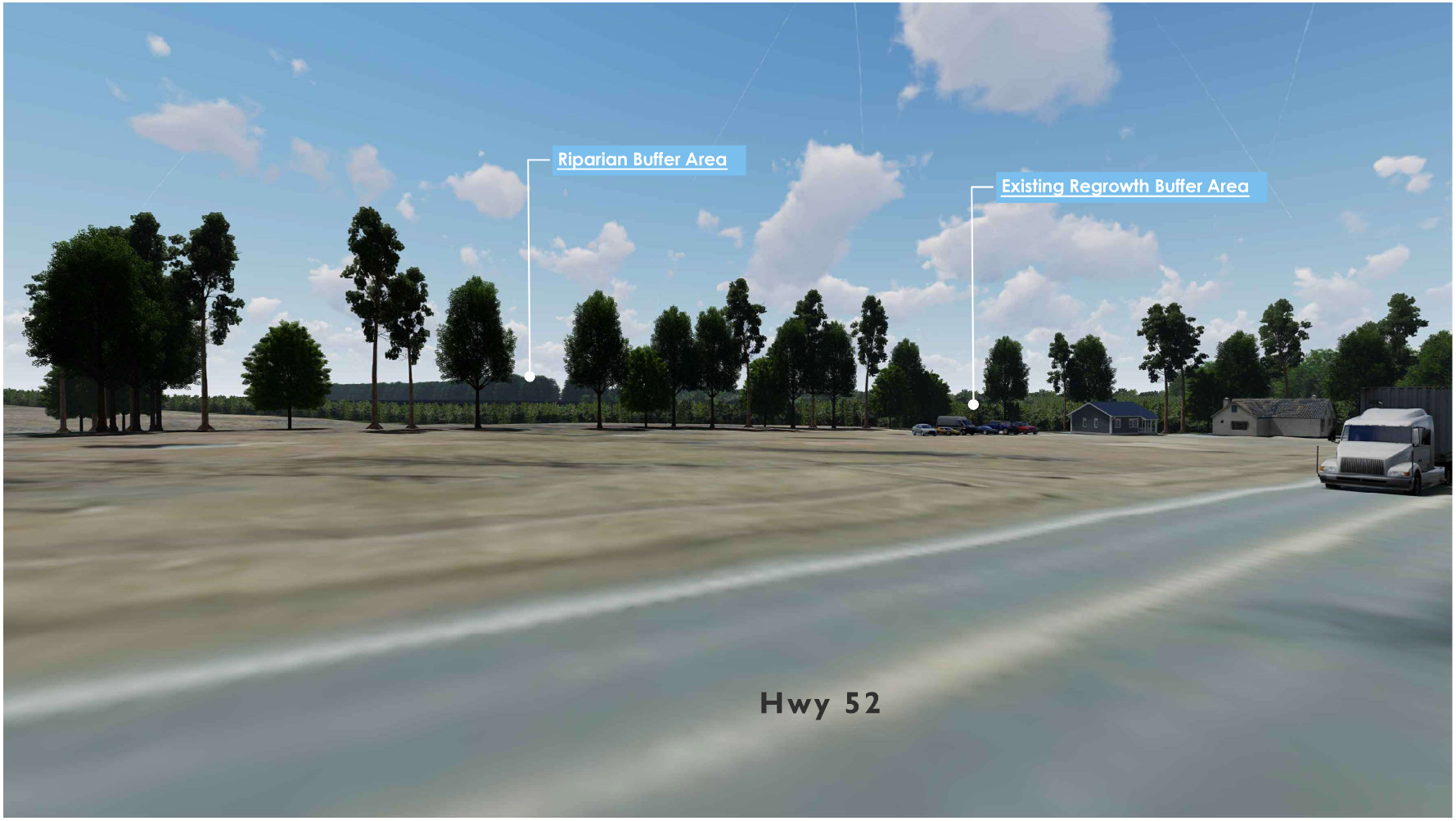


View 10 - Type B buffer Compliance Option

Okra Solar

Rowan County, NC

BUFFER COMPLIANCE STRATEGY



View 11

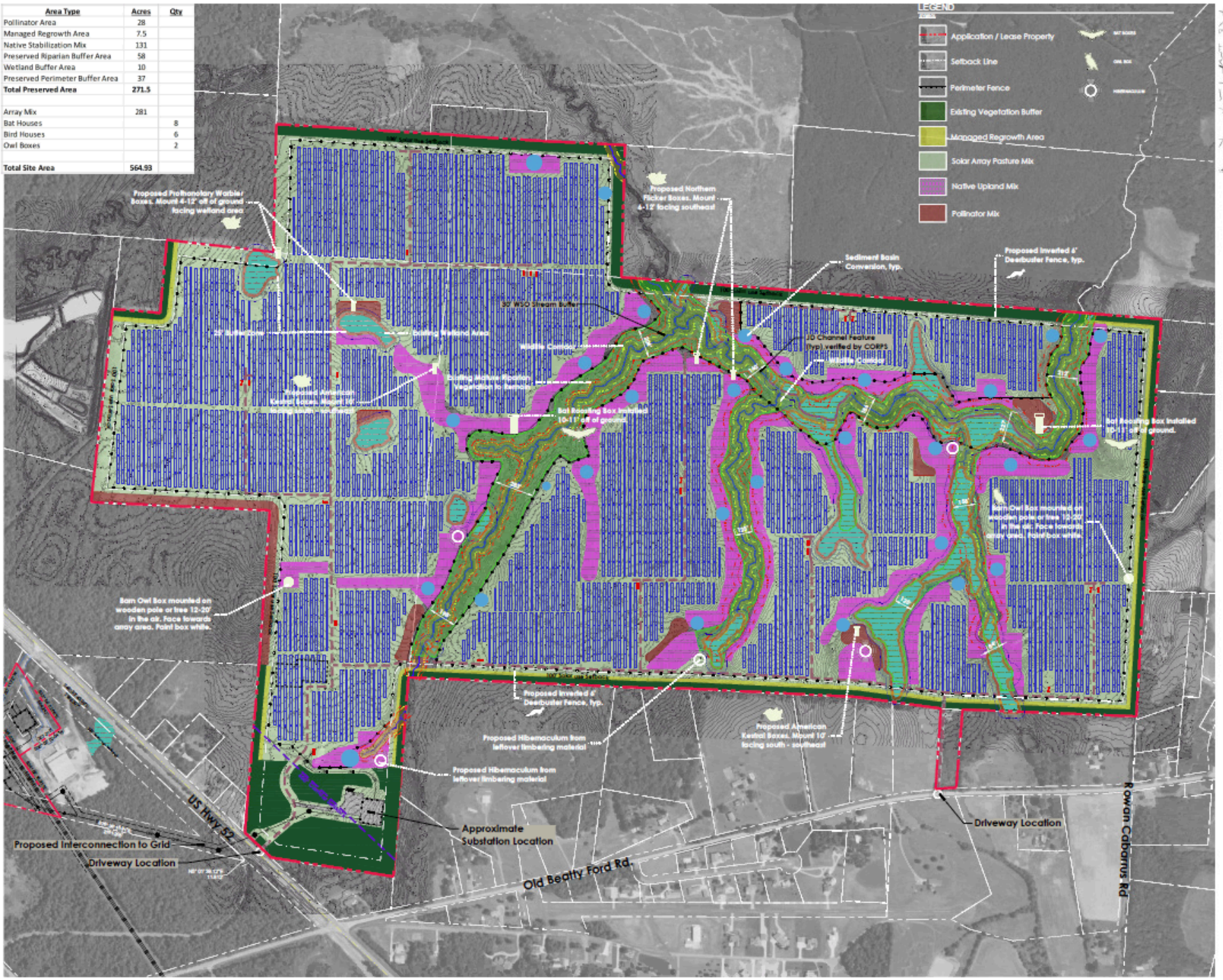
Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY



Aerial View of Hwy 52 Area

Okra Solar
Rowan County, NC
BUFFER COMPLIANCE STRATEGY

Area Type	Acres	Qty
Pollinator Area	28	
Managed Regrowth Area	7.5	
Native Stabilization Mix	131	
Preserved Riparian Buffer Area	58	
Wetland Buffer Area	10	
Preserved Perimeter Buffer Area	37	
Total Preserved Area	**271.5**	
Array Mix	281	
Bat Houses		8
Bird Houses		6
Owl Boxes		2
Total Site Area	**564.93**	





Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

BIRDSEYE RENEWABLE ENERGY

Title: Biodiversity Plan

Date: 10.06.21

Scale: 0 400 800 Feet

Sheet Number: BD-1

SEEDING CONDITIONS:

- **CONDITION #1 -** DRILL SEEDING ARRAY AREAS THAT HAVE BEEN CLEARED AND GRUBBED.
- **CONDITION #2 -** DRILL SEEDING EXISTING STABILIZED AREAS BETWEEN THE ARRAY PANELS.
- **CONDITION #3 -** BROADCAST SEEDING UNDER ARRAY PANELS.
- **CONDITION #4 -** BROADCAST NATIVE UPLAND MIX

Solar Array Pasture Mix:

Condition #1 & 2

SPECIES	RATE (lbs/Acre)
LITTLE BLUESTEM	5
IMPROVED TALL FESCUE	30
CREEPING RED FESCUE	15
DURANA WHITE CLOVER	10
DUO® RESEEDING CRIMSON CLOVER	5
BROWNTOP MILLET (CAN USE ANNUAL RYE IN LIEU OF MILLET IN FALL/EARLY SPRING)	30

*Seed mix is subject to final refinement due to availability and/or consultation with US Fish and Wildlife.

Solar Array Pasture Mix:

Condition #3

SPECIES	RATE (lbs/Acre)
CREEPING RED FESCUE	45
DURANA WHITE CLOVER	10
DUO® RESEEDING CRIMSON CLOVER	5

Native Upland Mix:

Condition #4

(Pollinator Mix)

Species	Common Name	Percent
Chamaecrista fasciculata	Partridge pea	10
Coreopsis lanceolata	Lance leaf tickseed	10
Achillea millefolium	Common yarrow	10
Bidens aristosa	Bidens	9
Gaillardia pulchella	Indian blanket	8
Elymus canadensis	Canada wild rye	6
Elymus virginicus	Virginia wild rye	6
Tripsacum dactyloides	Eastern gammagrass	6
Sorghastrum nutans	Indian grass	6
Rudbeckia hirta	Blackeyed susan	6
Schizachyrium scoparium	Little bluestem	4
Tridens flavus	Purple top	4
Echinacea purpurea	Cone flower	4
Senna hebecarpa	Wild senna	2
Helianthus angustifolius	Swamp sunflower	2
Helianthus maximiliani	Maximilian's sunflower	2
Monarda punctata	Spotted beebalm	2
Verbena hastata	Blue vervain	1
Asclepias tuberosa	Butterfly weed	1
Symphyotrichum (Aster) pilosum	Heather aster	1
		100

(Stabilization Mix)

Species	Common Name	Percent
Elymus virginicus	Virginia wild rye	15
Tripsacum dactyloides	Eastern gammagrass	13
Panicum virgatum	Switchgrass	12
Agrostis scabra	Rough bentgrass	12
Carex vulpinoidea	Fox sedge	10
Tridens flavus	Purple top	10
Schizachyrium scoparium	Little bluestem	8
Coreopsis lanceolata	Lance leaf tickseed	5
Sorghastrum nutans	Indian grass	5
Elymus hystrix	Bottlebrush grass	5
Festuca ovina var. duriuscula	Hard fescue	4
Rudbeckia hirta	Blackeyed susan	1
		100

Seeding Rate: *50/50 blend* of stabilization and pollinator mixes at 25 lbs/acre
Timing: Early spring, March–May or fall, Sept.-November

*Seed mix is subject to final refinement due to availability and/or consultation with US Fish and Wildlife.

Seeding Notes:

Pasture
The main array area seed planting can be drilled shallow into or broadcast onto a prepared seed bed. It can also be directly overseeded into a grass sward or cover crop. When planting in the fall, contractor shall use reasonable efforts to plant at least 8 weeks before a killing frost. Mow pasture when seedings are 6–8" tall to encourage density.

Native Seeds
Native seeds are required in parts of the site, it's important to note that native grass mixes establish differently than turf grasses and pastures. The seeds germinate gradually throughout the growing season, some even into the next year. A "nurse crop" or cover crop species will be added to the mix, something that will germinate quickly to hold the soil and provide shelter for the natives. The best cover crop will vary with season: Winter wheat, Cereal rye, and Millet, are a few good ones. Annual ryegrass is not a good choice for native seed mixes and shall not be used by contractor in the native upland seed mix areas. See below for more native seed mix cover crop information.

Soil Preparations for Native Seeds
Proper soil preparation is one of the most important factors to insure success. The native upland seed mix areas must first be prepared by removing all existing temporary vegetation. Complete soil test to confirm existing soil PH levels. PH levels for native upland seed mix should be between 6.5-7.0. Apply amount of lime necessary to achieve proper PH level. Do not use fertilizer in native upland seed mix areas. Place 1-3" of compost material and till into the top 6" of soil. Compost shall be US Composting Council Certified and shall have been composted at temperatures ranging from 135-150 degrees F to help eliminate weed seeds and pathogens.

Mulching Native Seed Areas
Provide one of the following mulches at the depths listed;
- coastal bermuda hay very - light ½ inch deep
- pine straw ½-1 inch deep
- fine pine bark very-light ½ inch deep
- tile wheat straw or rye grain straw ½-1inch deep

Timing & Technique for Native Seeds
Seed native seed mixtures between March 15 - May 30 and between September 1 - October 31. Controlling invasive weeds is also important. Plenty of lime and holding off on the fertilizer (N) will favor the natives. Hydroseeders are typically used for large areas while hand seeders may be used for smaller areas. Broadcast the seed mix evenly into prepared bed. After seeds are planted, use cultipacker to ensure that the seeds contact the soil. When native upland mix as reached an average stand height of 18", cut back to no lower than 8".

NATIVE SEED MIX COVER (NURSE) CROP SPECIFICATIONS
The following table lists appropriate temporary seeds and application rates to use in native seed areas. Where seasons transition, combine both heat and cold tolerant species at 50 / 50 blend rate to maximize germination rates and establish cover. These cover crops are for use outside of the solar array. Use one of the following or a 50 / 50 blend rate of the following:

Common Name	Scientific Name	Per Acre	Timing
Rye grain	Secale cereale	25 lbs	Aug. - May
Winter Wheat	Triticum aestivum	30 lbs	Aug. - May
German millet	Setaria italica	10 lbs	May - Aug.
Browntop millet	Urochloa ramosa	10 lbs	May - Aug.
Grain Oats / Triticale Blend		30 lbs	March-May, Sept-Nov,
Regreen		15 bs	Aug. - April



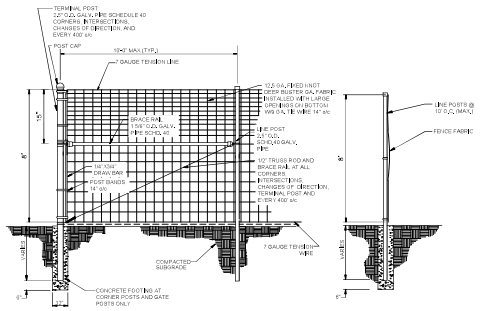
Barn Owl Box

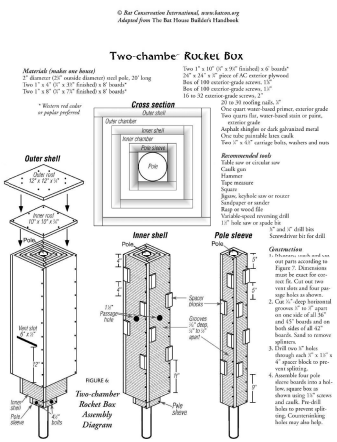


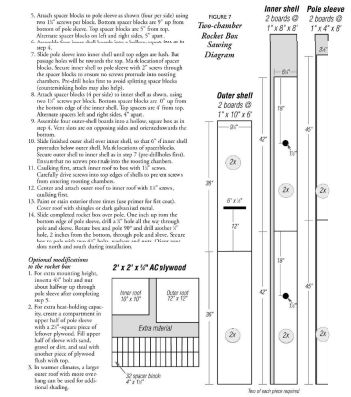
Hibernaculum



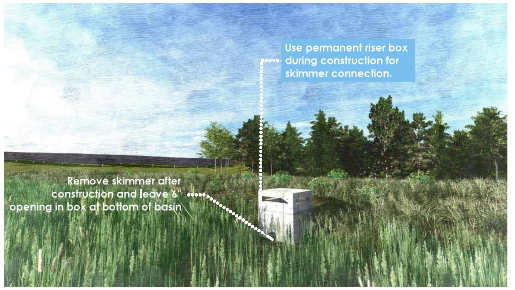
Inverted Deer Buster Fencing

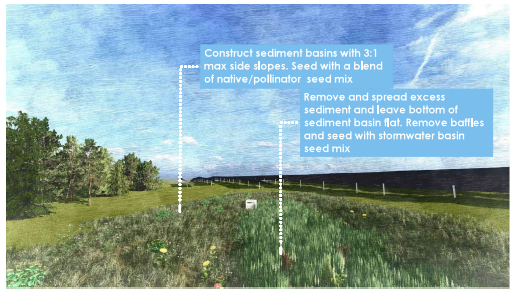




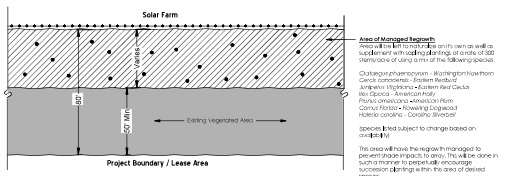


Bat Box

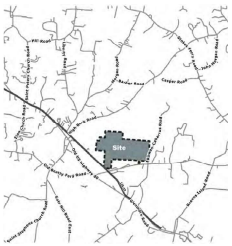




Sediment Basin Conversion Post Construction



Managed Regrowth Buffer Area



Okra Holdings LLC

Rowan County, NC

SUNSTUDIO

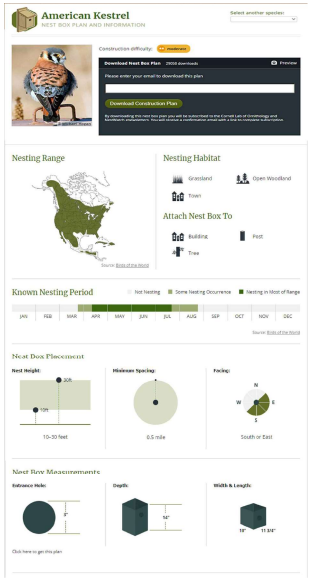
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BIRDSEYE RENEWABLE ENERGY

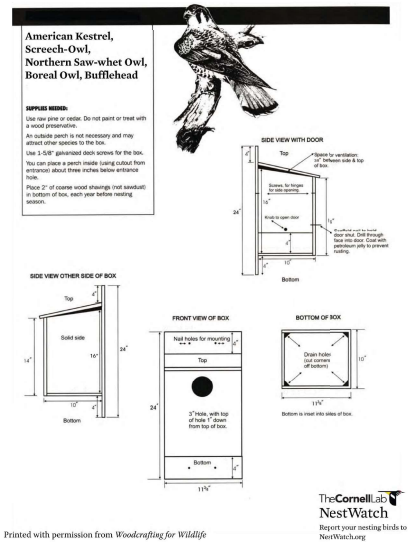
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Biodiversity Plan

Date
10.06.21

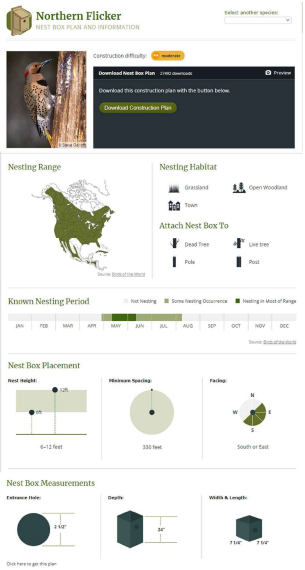
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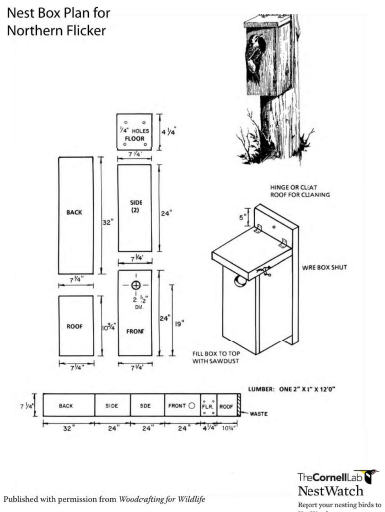
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BD-2



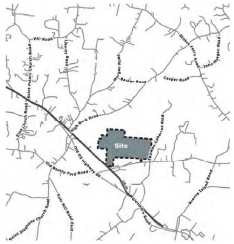


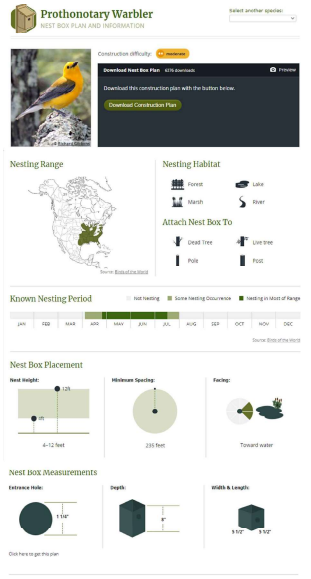
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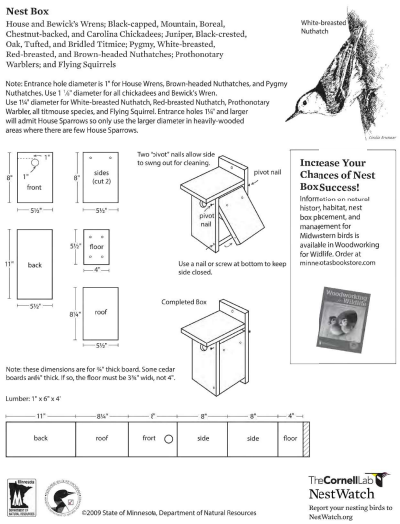




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Okra Holdings LLC
Rowan County, NC

SUNSTUDIO

Client
BIRDSEYE RENEWABLE ENERGY

Title
Biodiversity Plan

Date
10.06.21

Scale

Sheet Number
BD-3

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM:	Shane Stewart
DATE:	November 15, 2021
SUBJECT:	Public Hearing for TA 02-21: Tom Turpin & Planning Staff

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Planning staff received a text amendment request from Tom Turpin to amend section 21-34(c)(2)(a) of the Zoning Ordinance pertaining to the allowed uses in the 85-ED-2 Zoning District. The Zoning Ordinance uses the Standard Industrial Classification (SIC) Manual as a means of identifying and categorizing uses by trade sector and organizing into a list of permitted and special uses allowed by zoning district. Currently, Motor freight transportation and warehousing (SIC 42), Wholesale trade – durable goods (SIC 50), and Wholesale trade – non-durable goods (SIC 51) are subject to the issuance of a special use permit. This request would shift these three (3) groups to permitted by right in the 85-ED-2 zoning district.

Planning staff took the liberty of including some minor ordinance amendments to consider along with the requested change.

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency
6. Motion to approve / deny / table TA 02-21

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	11/4/2021	Exhibit
Application	11/4/2021	Exhibit

Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: November 4, 2021
RE: **Text Amendment 02-21**

SUGGESTED BOARD OF COMMISSIONERS ACTION

❒ Receive staff report ❒ Conduct public hearing ❒ Close hearing & discuss
❒ Motion to adopt statement of consistency ❒ Motion to Approve / Deny / Table **Text Amendment 02-21**

REQUEST

Planning staff received a text amendment request from Tom Turpin to amend section 21-34(c)(2)(a) of the Zoning Ordinance pertaining to the allowed uses in the 85-ED-2 Zoning District. The Zoning Ordinance uses the Standard Industrial Classification (SIC) Manual as a means of identifying and categorizing uses by trade sector and organizing into a list of permitted and special uses allowed by zoning district. Currently, Motor freight transportation and warehousing (SIC 42), Wholesale trade – durable goods (SIC 50), and Wholesale trade – non-durable goods (SIC 51) are subject to the issuance of a special use permit. This request would shift these three (3) groups to permitted by right in the 85-ED-2 zoning district.

PLANNING STAFF REQUST

Planning staff took the liberty of including some minor ordinance amendments to consider along with the requested change.

Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text.**

Chapter 14: NOISE

Sec. 14-12. - Permits to exceed.

(d) *Permit fee*. All applications for a permit to exceed shall be accompanied by a ~~twenty-five dollar ($25.00)~~ processing fee **as established by the board of commissioners**. This fee shall be nonrefundable except in cases of administrative error.

Chapter 21: ZONING ORDINANCE

Article III. Site Plans, Special Requirements, Rural Home Occupations, Special Use Permits, Conditional Zoning Districts, and Special Requirements in the NB district.
Sec. 21-51. Purpose.
Sec. 21-52. Site plan required.
Sec. 21-53. Permitted uses with special requirements **and rural home occupations (RHOs)**.
Sec. 21-54. ~~Maximum building size and setback requirements for certain uses listed as SR in the Rural Agricultural District~~. **Reserved**
Sec. 21-55. General criteria for uses listed as SR in article III.
Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.
Sec. 21-57. Review and approval of special uses.
Sec. 21-58. Review procedures.
Sec. 21-59. Evaluation criteria.
Sec. 21-60. Special use requirements for specific uses.
Sec. 21-61. Conditional zoning districts.
Sec. 21-62. Effect of approval for conditional zoning districts.
Sec. 21-63. Application re-submittal for special use permits and conditional ~~zoning~~ districts.
Sec. 21-64. Conditional District Standards for Specific Uses.
Sec. 21-65. General criteria for uses listed as SR in the NB District in section 21-113.
Secs. 21-66--21-80. Reserved.
Article XII. Administration and Hearing Requirements
Sec. 21-311. Board of commissioners.
Sec. 21-312. Planning board.
Sec. 21-313. Board of adjustment (BOA).
Sec. 21-314. Planning department.
Sec. 21-315. Hearing procedures for zoning map and text amendments, **high density and** special use permits**,** ~~and~~ variances**,** and **appeals** ~~interpretations~~.
Sec. 21-316. Exceptions for mailed notice requirements for large-scale rezoning.
Sec. 21-317. High Density development permit application.
Secs. 21-318--21-330. Reserved
Article XIII. Appeals~~,~~ **and** Variances**.** ~~and Interpretations~~
Sec. 21-331. Appeals.
Sec. 21-332. Variances.
Sec. 21-333. Recordation of variances and conditions.
Sec. 21-334. ~~Interpretations~~ **Reserved**.
Sec. 21-335. Variance from watershed overlay.
Sec. 21-336. Judicial review of BOA decisions.
Secs. 21-337--21-360. Reserved.

Sec. 21-11. Permit choice, vested rights, and site-specific vesting plans.

Pursuant to G.S. 143-755, 160D-108, and 160D-108.1, provisions to secure a permit choice, vested right, or site-specific vesting plan shall be as follows:

(c) *Site-specific vesting plans*.

(1) Site-specific vesting plan. In accordance with G.S. 160D-108.1, a site-specific vesting plan means a plan submitted pursuant to this subsection describing with reasonable certainty the type and intensity of use for a specific parcel(s). The plan may be any one or more of the following plans or approvals: a planned

development subdivision, a subdivision plat, a site plan, a special use permit, or a conditional zoning district ~~in accordance with section 21-281(2)~~.

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

(c) The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(2) *85-ED-2.* In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as special uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

Construction group:

General Building Contractors (SIC 15)

Special Trade Contractors (SIC 17)

Manufacturing group:

Printing and publishing (SIC 27).

Drugs (SIC 283)

Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations (SIC 284)

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Power distribution and specialty transformers (SIC 3612).

Transportation equipment (SIC 37).

Instruments and related products (SIC 38).

Miscellaneous manufacturing industries (SIC 39).

Transportation, communication, and utilities group:

Motor freight transportation and warehousing (SIC 42), except.

Dead storage of manufactured homes

Automobile dead storage (SIC 4226 pt.)

Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire (SIC 4226 pt.)

Non-Residential and Roof Mounted Solar Energy Systems (SIC 491 (pt)) subject to the size and locational restrictions of 21-56(6)c.

Service industries group:

Engineering and management services (SIC 87).

Wholesale trade group:

Wholesale trade--durable goods (SIC 50), except.

Motor vehicle parts, used (outdoor) [SIC 5015]

Scrap and waste materials (SIC 5093)

Wholesale trade--nondurable goods (SIC 51), except.

Livestock (wholesale) [SIC 5154]

Chemicals and allied products (SIC 516)

Petroleum and petroleum products (SIC 517)

b. The following are allowed with the issuance of a special use permit:

Manufacturing group:

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Paper and allied products (SIC 26).

Plastic materials, synthetic resins, etc. (SIC 282).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

Transportation, communication, and utilities group:

~~Motor freight transportation and warehousing (SIC 42).~~

Transportation services (SIC 47).

Communications and telecommunication towers (SIC 48 (pt)).

~~*Wholesale trade group:*~~

~~Wholesale trade--durable goods (SIC 50).~~

~~Wholesale trade--nondurable goods (SIC 51).~~

Services group:

Racing, including track operation (SIC 7948).

Sec. 21-53. Permitted uses with special requirements and rural home occupations (RHOs).

Uses listed as SR (Special Requirements) in section 21-113, except those in the NB zoning district, which are subject to section 21-65, shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit.

(1) Rural Home Occupations [RHO].

a. Purpose and Intent. Rowan County recognizes the important role RHOs offer residents and the community in creating business opportunities to fulfill or supplement the resident's employment needs. Standards are established herein to protect adjoining properties from potential adverse impacts associated with these uses.

b. Development Standards. All proposed operations are subject to general standards identified in sections 21-~~54 through~~ 55, applicable specific standards in section 21-56, and other pertinent requirements of this chapter.

c. Combination Use. In addition to the principal residential use, development of a RHO may constitute a second principal use whose occupancy classification is subject to the North Carolina Building Code for non-residential use as determined by the Rowan County Inspections Department.

d. Change in Operation. RHOs permitted to comply with the provisions of section 21-55(2)~~b~~ shall be classified as non-conforming if a change in association between the residence and business operator occurs. As such, applicants should consider potential investment in the development of land and / or structures for RHOs and the inherent future limitations should the use become non-conforming. Many RHO locations would not adhere to the purpose and intent or land use recommendations for rezoning to a non-residential district.

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-~~54 &~~ 55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 (pt)); and uses listed as SR in non-residential districts.

Sec. 21-54. ~~Maximum building size and setback requirements for RHOs.~~ Reserved

~~Building size and setbacks for certain uses listed as "SR" in Section 21-113 shall be as provided in this section.~~

~~(1) *Building size.* The maximum allowable building size for uses listed in section 21-113 as "SR" in the RA and RR districts shall not exceed ten (10) percent of the gross acreage of the lot, excluding right-of-way with a maximum of 12,000 sq. ft. in the RA district and 2,000 sq.ft. in the RR district. Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the~~

~~maximum allowable building size for the property listed in section 21-285.~~

~~(2) *Building Setbacks.* Maximum square footage and related setback requirements shall be as specified below.~~

~~*Building Square Footage*~~	~~*Setback, Front (in feet)*~~	~~*Setback, Side, Side Street and Rear Yards (in feet)*~~
~~0--2,000~~	~~30~~	~~20~~
~~2,001--4,000~~	~~40~~	~~30~~
~~4,001--8,000~~	~~50~~	~~40~~
~~8,001--12,000~~	~~60~~	~~50~~

~~Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be precluded from such use if all other requirements are met.~~

Sec. 21-55. General criteria for RHO uses listed as SR in Section 21-113.

Uses listed as SR in article III shall comply with the following criteria, as applicable:

(1) *Site plan.* A site plan shall be provided showing the existing lot and all existing and proposed buildings.

(2) *Residency*. The RHO business must be on or adjacent to the primary residence of the business owner / operator consistent with subsection (3) and located in either the RA or RR district.

~~(2) *Location.* The RHO must be located on property which meets the following criteria:~~

~~a. The property must have at least thirty-five (35) feet of state road frontage. Properties that do not meet the requisite road frontage requirement are limited to a maximum building size of 2,000 sq. ft. and must comply with all other applicable standards herein.~~

~~b. The business must be on or adjacent to the primary residence of the business owner / operator but nonetheless shall be located on a lot containing required road frontage in subsection (a).~~

(3) *Building size*. The aggregate or maximum square footage for a building(s) used as a RHO is based on the type of road frontage; lot acreage, excluding right of way; and zoning district, subject to:

a. Location on a parcel containing at least thirty-five (35) feet of state road frontage.

1. 10% of the lot size with a maximum of 12,000 sq.ft. in the RA district.

2. 10% of the lot size with a maximum of 2,000 sq.ft. in the RR district.

b. Location on a parcel not meeting road frontage standard of 21-55 (3)(a).

1. 10% of the lot size with a maximum of 2,000 sq.ft. in the

RA and RR districts.

Existing accessory structures for personal use not associated with uses permitted in this section must be considered within the maximum allowable building size for the property listed in section 21-285.

(4) *Building Setbacks.* Setback requirements shall be as specified below.

Building Square Footage	*Setback, Front (in feet)*	*Setback, Side, Side Street and Rear Yards (in feet)*
0--2,000	30	20
2,001--4,000	40	30
4,001--8,000	50	40
8,001--12,000	60	50

Existing structures proposed for use as a rural home occupation that do not comply with these setbacks shall not be prevented from such use if all other requirements are met.

~~(3)~~ **(5)** *Lighting.* The lighting shall be shielded to prevent light and glare spillover to adjacent residentially developed properties.

~~(4)~~ **(6)** *Square footage.* The maximum square footage allowed for a use shall include all buildings used for retail sales of any type on that property.

~~(5)~~ **(7)** *Parking.* Parking shall be provided off-street subject to article VII for that use.

~~(6)~~ **(8)** *Signage.* Signage shall be as prescribed in article VIII for the underlying district.

~~(7)~~ **(9)** *Noise.* Noise shall not exceed the levels prescribed in the county noise ordinance for residential districts.

~~(8)~~ **(10)** *Outdoor storage.* All outside storage areas including dumpsters shall be:

a. Sited to the rear of the building;

b. Not within the required setbacks.

c. Outdoor storage shall be screened as provided in article IX for that use.

~~(9)~~ **(11)** *Smoke, odors and dust.* The use will not create any smoke, odors, or dust at a level discernible at any of its lot lines.

~~(10)~~ **(12)** *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.

~~(11)~~ **(13)** *Handling waste and other by-products.* A description shall be provided of the method of collecting, handling, disposal and storage of all wastes, by-products, scraps, etc. which meets all applicable federal, state and local regulations and all other requirements of this chapter.

~~(12)~~ **(14)** *Activities.* Manufacturing activities are confined to the building.

~~(13)~~ **(15)** *Outdoor display.* Outdoor display shall be limited to two thousand five hundred (2,500) square feet unless otherwise provided.

~~(14)~~ **(16)** *Screening*. Any structures and operational areas used for the business must be screened in accordance with Article IX. This requirement does not apply to a residence(s) on the same parcel or an adjacent parcel if in the same ownership as the land on which the RHO is located or is owned by an immediate family member as defined by this ordinance.

Sec. 21-241. Noise.

(b) *Applicability.* Regardless of zoning district, all existing uses in the mining and manufacturing division of the Standard Industrial Classification (SIC) and those seeking special use **or conditional district** approval in the transportation, communications, electric, gas, sanitary services, Services, and unclassified divisions of section 21-113, the table of uses, shall be subject to the decibel based standards of this section.

Sec. 21-315. Hearing procedures for zoning map and text amendments, high density and special use permits, variances, and appeals~~, and interpretations~~.

(1) Public notice. The following notice requirements shall apply to legislative, courtesy, and quasi-judicial hearings required by this chapter as indicated below except as provided in section 21-316 and otherwise indicated herein:

b. Mailed notice. In addition to the newspaper notice required above, the administrator shall provide mailed notice to the owner(s)~~,~~ **and** applicant~~,~~ of the subject property(s) and all property owners according to the county tax listings within one hundred (100) feet of the parcel(s) **or proposed rezoning boundary** ~~subject to the proposed action~~ for the above referenced requests except only mailed notice to the applicant of a text amendment. For the purposes of this section, the distance encompassed by a street, railroad, or other transportation corridor is not included within the one hundred (100) foot distance for adjacent properties. The notice must be deposited in the mail at least ten (10) days but not more than twenty-five (25) days prior to the hearing date. If, in the discretion of the administrator, the potential impact of the proposed action or the configuration of land parcels in the area warrants notification of additional property owners beyond this distance, such notice shall be provided.

(4) *Conduct of hearing.*

d. *Written citizen comments.* If a resident or property owner in the county submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation authorized by G.S. 160D, Article 7 to the clerk to the **respective** board ~~of commissioners~~ at least two (2) business days prior to the proposed vote on such change, the clerk shall deliver the statement to the board. If the proposed change is the subject of a quasi-judicial proceeding, the clerk to the respective board shall provide only the names and addresses of the individuals providing written comment, which shall not

disqualify any board member from voting.

(7) *Action.* Once a legislative or courtesy hearing is closed, the appropriate decision-making body shall take some form of action during the same meeting. Such action may include continuing the hearing to a later meeting. In cases where the planning board is authorized to make a recommendation, the board shall follow action procedures of Article XIV.

In quasi-judicial decisions, the board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board and is effective upon filing with the **clerk to the respective board** ~~Planning Department~~.

ARTICLE XIII. APPEALS~~,~~ AND VARIANCES. ~~AND INTERPRETATIONS~~

Sec. 21-331. Appeals.

Appeals of orders or decisions of the zoning administrator shall be conducted as follows:

(1) *Notice of appeal.* Any person who has standing under G.S. 160D-1402 (c) or the county may appeal any order or decision of any administrator of this chapter to the board of adjustment (BOA). An appeal is initiated by filing a written notice of appeal with the clerk to the Board of Adjustment, which specifies the grounds for the appeal. The clerk shall note the date and time of receipt of the appeal. **The BOA shall hear all appeals within a reasonable time except as referenced in subsection (3).**

(3) *Stay of action.* An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed during the pendency of the appeal to the BOA and any subsequent appeal in accordance with G.S. 160D-1402 or during the pendency of any civil proceeding authorized by law or appeals therefrom, unless the administrator who made the decision certifies to the BOA after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the BOA shall meet to hear the appeal within fifteen (15) days after such a request is filed. ~~The BOA shall hear and decide all other appeals with a reasonable time.~~ Notwithstanding the foregoing, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the development regulation shall not stay the further review of an application for development approvals to use such property; in these situations the appellant or county may request and the BOA may grant a stay of a final decision of development approval applications affected by the issue being appealed.

Sec. 21-332. Variances.

Requests for a variance from the requirements of this chapter shall be in accordance with the following criteria:

(1) *Application for variance.* An application for a variance shall be submitted to the BOA by filing a copy of the application with the administrator in the planning department. Hearings for such applications shall be in conformance with the applicable provisions of Article XII. **The BOA shall hear variance requests within a reasonable time.**

Sec. 21-362. Map amendments (rezoning).

(o) *Statute of limitation*. An action challenging the validity of a zoning map amendment adopted pursuant to this subsection shall be brought within ~~one (1) year~~ **sixty (60) days** of adoption.

PROCEDURES

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action is consistent with any adopted comprehensive plans [sec. 21-362(j)]. See below Planning Board recommended statement.

PUBLIC NOTICE

Required notice was published in the *Salisbury Post* on November 4th and 11th.

OCTOBER 25, 2021 PLANNING BOARD MEETING

No one provided public comment at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval of the request with no changes based on the following statement of consistency:

"TA 02-21 is consistent with the adopted land use plans and reasonable and appropriate based on the following: the request is beneficial to both business and commerce."

STAFF COMMENTS

Section 21-34 (c)(2) of the Zoning Ordinance provides a brief location description of the 85-ED-2 district and identifies "the primary additions to this district are distribution and wholesale operations". Staff is of the opinion, with the exclusions noted therein, the transition from special use to by right is reasonable.

The remaining changes can be categorized as clarifications and oversight stemming from previous amendments.

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 02-21
Date Filed 9/27/21
Received By SAS
Amount Paid $ 300.00
Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Tom Turpin

Signature: Thomas Turpin

Phone: 801.824.0321 Email: tturpin@intercon1.com

Address: 635 Billy Mitchell Road, Salt Lake City, UT 84116

AGENT INFORMATION:

Name: Pete Bogle, AIA - Bogle Firm Architecture, PLLC

Signature: Digitally signed by Pete Bogle Date: 2021.09.25 09:16:38 -04'00'

Phone: 704.213.4553 Email: pete@boglefirm.com

Address: 110 N. Main Street, Suite 200, Salisbury, NC 28144

SECTION(S) 21-34(c)(2)(a)

DESCRIPTION OF REQUESTED CHANGE:

Add the following uses to 21-34(c)(2)(a) permitted uses:
SIC-42, SIC-50, & SIC-51
These uses are currently listed in 21-34(c)(2)(b) "special use permit"

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Planning Board Courtesy Hearing: 10/25/21 3. Planning Board Action: Approved 6 Denied 0 4. Board of Commissioners Public Hearing: 11/15/21 5. Dates Advertised: 1st 11/4/21 2nd 11/11/21
6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 4, 2021
SUBJECT: Financial Reports

Please see attached financial graphs.

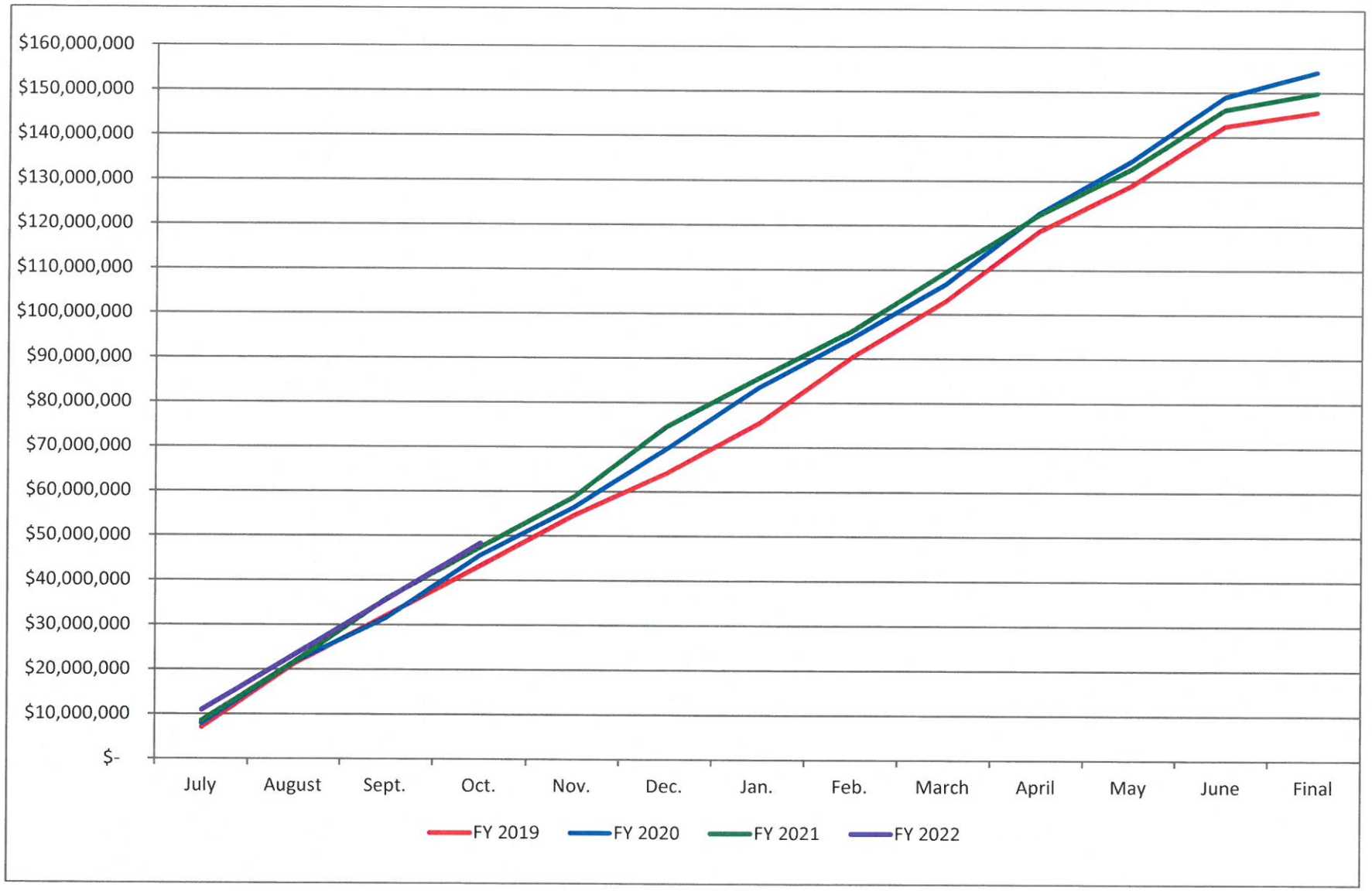
ATTACHMENTS:

Description	Upload Date	Type
Financial Graphs	11/5/2021	Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

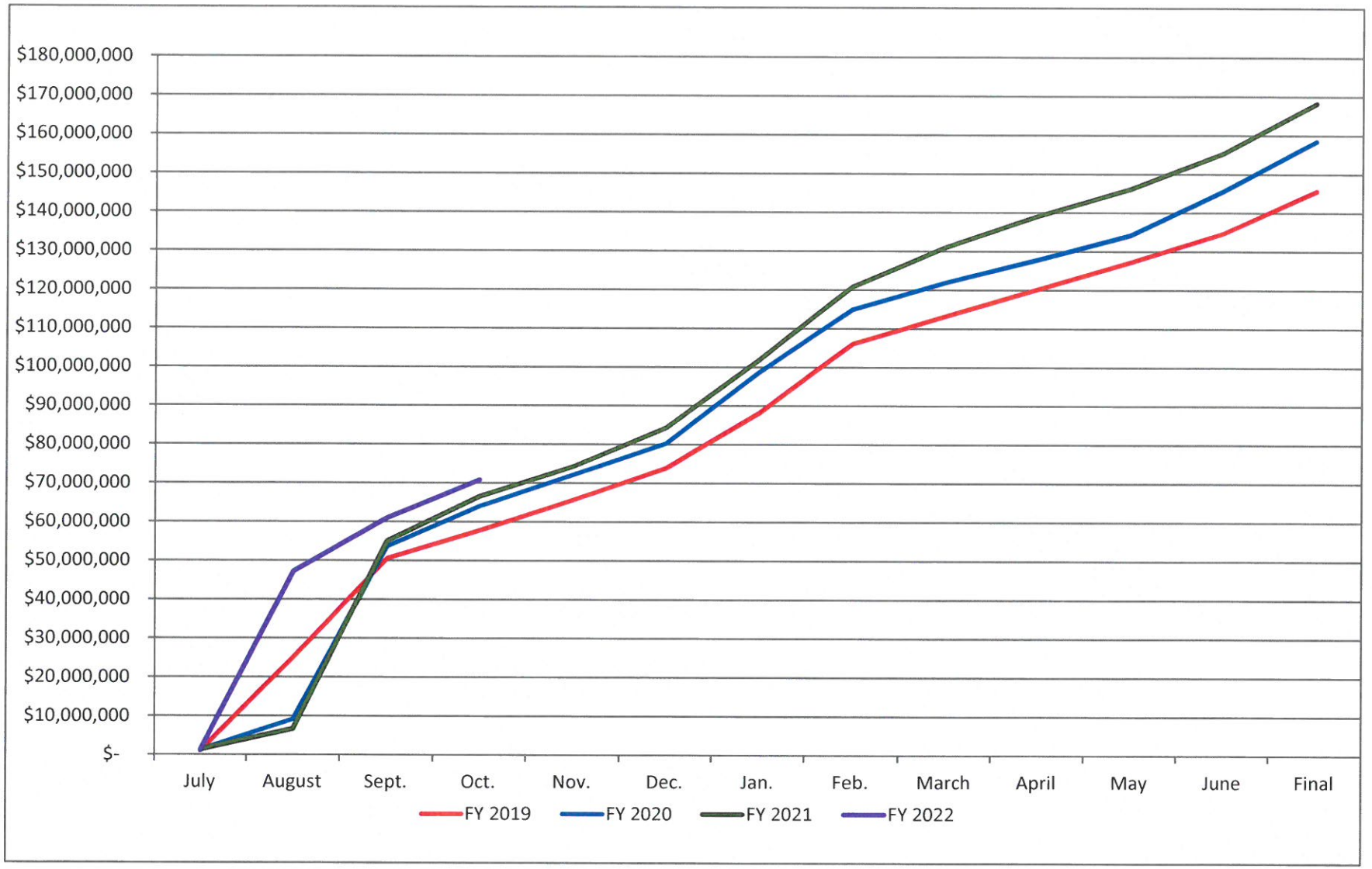
	October	
2021	$	48,318,848
2020	$	47,411,639
2019	$	45,599,725
2018	$	43,255,212



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

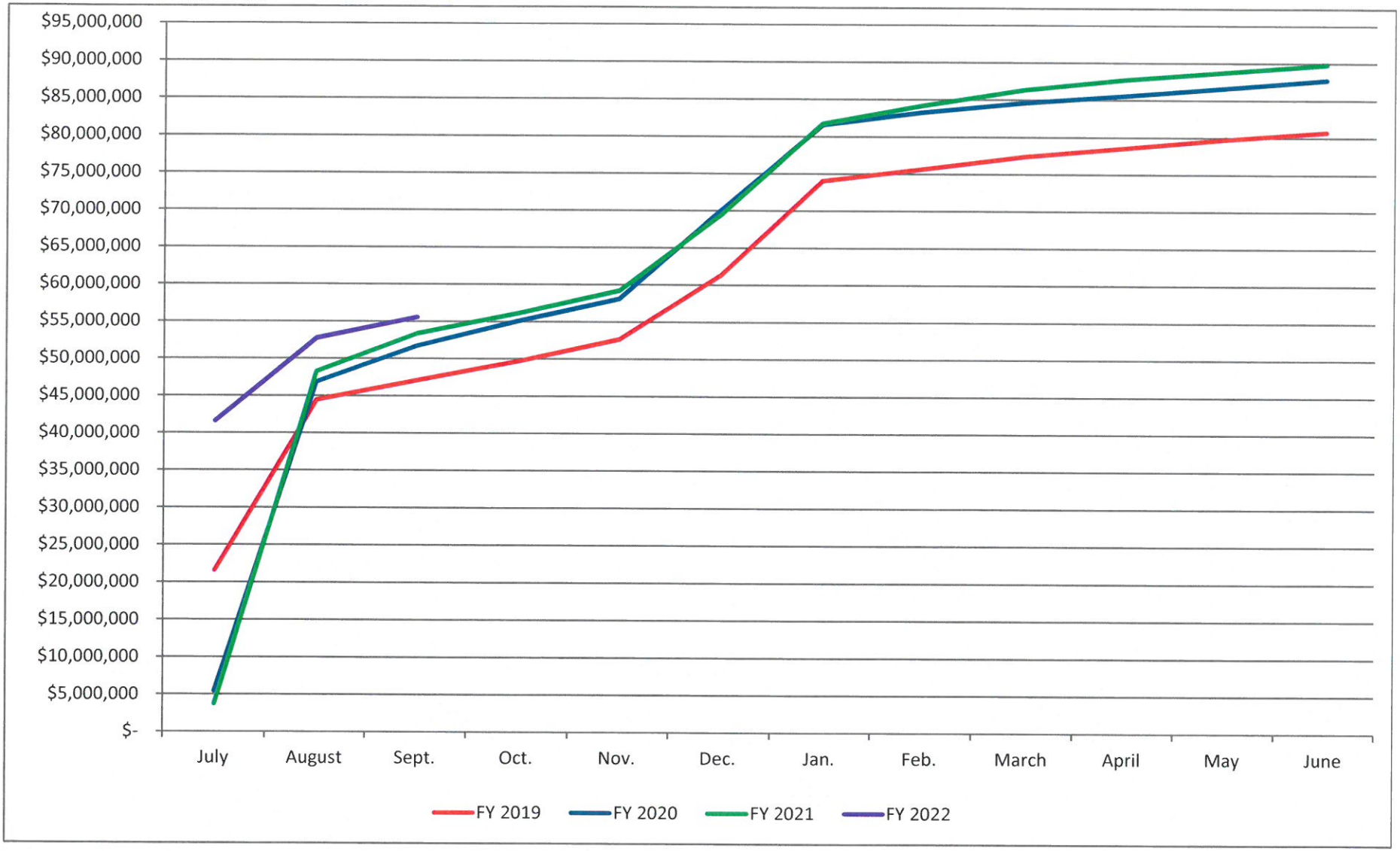
	October	
2022	$	70,767,661
2021	$	66,491,591
2020	$	63,971,585
2019	$	57,721,821



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2019 - 2022

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

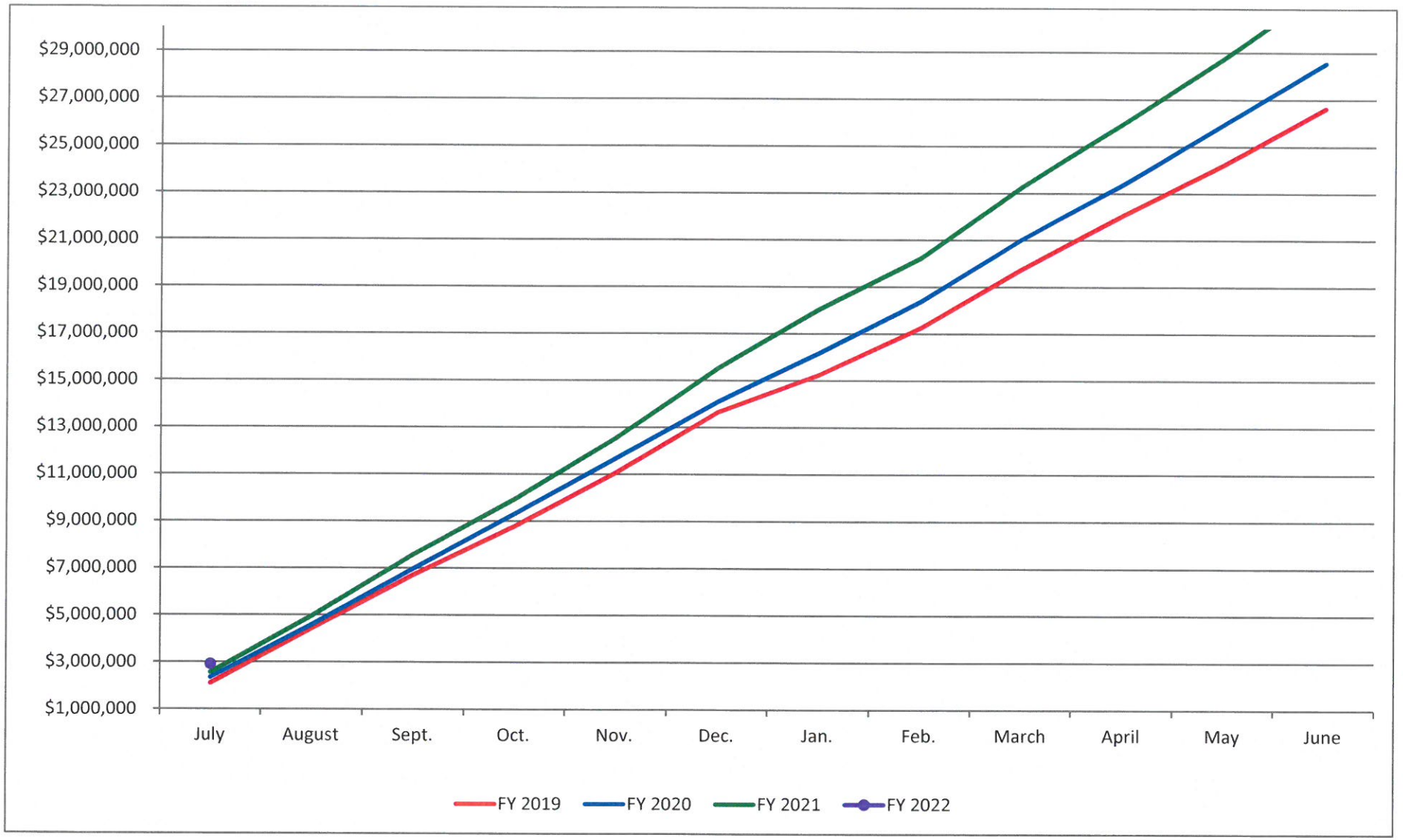
	September	
2022	$	55,528,366
2021	$	53,333,859
2020	$	51,667,543
2019	$	47,039,439



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE SALES TAX COMPARISONS

	July	
2022	$	2,907,308
2021	$	2,555,357
2020	$	2,342,188
2019	$	2,100,797



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: November 4, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	11/5/2021	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: Finance

EXPLANATION IN DETAIL: Finance is requesting an encumbrance budget amendment to allocate restricted sales tax set aside for capital improvements by RSS and KCS in prior years that has not yet been used.

Prepared by: JHOWDEN
Date: 11/2/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
1/2 CENT SALES TAX - RSS	E	1157120-594035	2,624,247	
1/2 CENT SALES TAX - KCS	E	1157130-594035	446,493	
APPROPRIATE FUND BAL - RESTRICTED	R	1143390-495010	3,070,740	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal # 25-088
Disapproved:		Disapproved:	Keyed By: JMH
Amended:		Amended:	Date Keyed:
Date: 11/2/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

Rowan County
Restricted Sales Tax For RSS and Kannapolis City Schools
For the Year Ended June 30, 2021

Reserve Balance, June 30, 2020			$ 698,592.31
Revenues:			
Article 40 - Restricted	1142335-435504	$ 2,202,110.96	
Article 42 - Restricted	1142335-435506	4,404,221.93	
			6,606,332.89
Expenditures:			
Rowan - 1/2 cent sales tax	1157120-594035	(1,734,185.46)	
Kannapolis - 1/2 cent sales tax	1157130-594035	-	
School Debt Service per M.A.*	-	(2,500,000.00)	
			(4,234,185.46)
Reserve Balance, June 30, 2021			$ 3,070,739.74

*Per the Mediation Agreement (M.A.) signed in April 2014, $2.5 million of sales taxes restricted for school capital outlay will be retained by the County and used for school debt service payments through. fiscal year 2021.

Allocation:

Rowan-Salisbury Schools	$ 2,624,247.26 *
Kannapolis City Schools	446,492.47 *
	$ 3,070,739.73

* Restricted Fund Balance

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: COUNTY MANAGER

EXPLANATION IN DETAIL: Requesting the use of ARPA funds to distribute to all the Fire Districts and Rescue Squad in Rowan County. Board approved allocation on November 1st, 2021. This is the BA to match request.

Prepared by: JHOWDEN
Date: 11/4/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	1,250,000	
AID TO NONPROFIT ORGANIZATIONS	E	7354119-585000	1,250,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Period - Journal # 05-169
Disapproved:		Disapproved:	Keyed By: JMH
Amended:		Amended:	Date Keyed:
Date: 11/4/21		Date:	Posted By:
Signature: J. Howden		Signature:	Date Posted:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: October 18, 2021
SUBJECT: Fire Department Funding

Approved Nov 1, 2021

$50,000 to every Fire District + Rescue Squad.

Howden, James M

From: Howden, James M
Sent: Wednesday, November 3, 2021 4:41 PM
To: Horne, Deborah K.
Cc: Cress, Allen; Church, Aaron
Subject: Fire Districts

Hi Deborah,

On Monday the BOC approved allocating funds to each fire department, including the rescue squad, from the American Rescue Plan. I need to prepare that budget amendment to move the funds.

Below is the list that I have that we issue tax turnover to each month. I show 23 fire districts and 1 rescue squad.

Is this correct?

ATWELL
BOSTIAN HEIGHTS
CLEVELAND
E GOLD HILL
E. LANDIS
E. ROWAN
ELLIS
ENOCHVILLE
FRANKLIN
LIBERTY
LOCKE
MILLER FERRY
MT MITCHELL
POOLE TOWN
RICHFIELD
ROCKWELL RURAL
ROWAN-IREDELL
SCOTCH IRISH
S. ROWAN
S. SALISBURY
UNION
WEST ROWAN
WOODLEAF
RESCUE SQUAD