

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



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

Rowan County Board of Commissioners

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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

November 1, 2021 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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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.

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).

**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 15-19, 2021 as FARM-CITY WEEK in Rowan County, and encourages all citizens to observe the significance of this week.

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 area (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

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.

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.

- **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.

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

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 COUNTY 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 or 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.

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 County. 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