

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

January 18, 2022 – 6:00 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 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a sewer easement to the Consent Agenda as item L. County Attorney Jay Dees explained that the Board had previously adopted a Resolution to support allowing a development on Highway 150 to connect to sewer within the County's Grants Creek Conservation Easement by the Mid Carolina Regional Airport. The Board was now being asked to grant the easement.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 3, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Delta Dental 2021 Smiles for Kids Grant Program
- B. Bi-Weekly Environmental Health Report
- C. Tax Refunds for Approval
- D. Aerowood Aviation Requesting Waiver of Daily Hangar Fee
- E. Contract with Echelon Consulting, Inc for DSS
- F. Contract with Family Resources of Rutherford County, Inc for DSS
- G. Margaret C Woodson Foundation Grant Application
- H. Transfer of Two (2) Lots In East Spencer
- I. Approve 6-Month Extension of 120Water Platform for Northeast Water System
- J. Teleflex Sole Source
- K. Sole Source Purchasing
- L. Sewer Easement (addition to the Consent Agenda) The documentation for this addition was provided as follows:

Letter to County Attorney:

Jay Dees
Rowan County Attorney
130 W. Innes Street
Salisbury, NC 28144
Via Jay.Dees@rowancountync.gov

RE: Notice to Proceed with Permitting – Sewer Easements – Grant’s Landing Single-Family Development

Dear Mr. Dees,

This letter provides our notice to proceed with permitting of the sewer line extension/connection from Rowan County parcel 462005 connecting to Rowan County parcel 462012 and 461077.

We submitted our construction documents requesting the location of the necessary sewer locations, manholes, etc. to Salisbury - Rowan Utilities (SRU) on November 17, 2021 and received comments back on December 22, 2021 from SRU on these submittals. Our anticipation is to resubmit the plans on January 18, 2022, which would place us around late February for full approval from SRU. Once we have full approval from SRU, SRU will turn over the plans to NCDEQ for State of North Carolina approval which typically takes around 30 calendar days. Therefore, our hope and intention is to have the sewer easements finalized and recorded by early February.

We are prepared at this time to finalize the sewer easement agreements with Rowan County. Our attorney, Austin Baker with McMillan PLLC, has prepared the sewer easement documents and our surveyor, David Haywood with CESI, has prepared the sewer easement exhibits. A copy of these documents are included with this letter/email for your review.

Thank you for your help and we look forward to working with you on this project.

Sherwood Development Group
Justin Mueller
justin@sdgcarolinas.com
704-578-5688

Cc: Three Rivers Land Trust, Inc.
Travis Morehead
travis@threeriverslandtrust.org

McMillan PLLC
Austin Baker
austin@mcmillanpllc.com

Sewer Easement – Forest Glen, Steele and Rowan:
STATE OF NORTH CAROLINA

SEWER RIGHT OF WAY AGREEMENT

COUNTY OF ROWAN

THIS SEWER RIGHT OF WAY AGREEMENT ("Agreement"), made and entered into this the ___ day of January, 2022, ("Effective Date") by and between Forest Glen, Inc., Grace Steele Kent, and Charles Edward Steele, (collectively, with their assigns, heirs, and successors in interest, the "OWNERS"), and Rowan County (collectively, with its assigns and successors in interest "ROWAN") provides as follows:

Recitals:

A. OWNERS are currently under contract to sell certain real property located in Rowan County, North Carolina and further identified with PIN 4620060001 consisting of approximately 68.43 acres (the "OWNERS Property"), the OWNERS Property being the same property deeded to the OWNERS in those certain deeds recorded in Book 700, Page 166, Book 700, Page 167, Book 700, Page 169, Book 643, Page 657, and Book 643, Page 658 of the Rowan County Register of Deeds;

B. ROWAN is the sole owner of certain real property located in Rowan County, North Carolina and further identified with PIN 462 012 and 461 077 (collectively, the "ROWAN Property"), the ROWAN Property being the same property deeded to ROWAN in Book 717, Page 867 of the Rowan County Register of Deeds (as to PIN 462 012) and the same property deeded to ROWAN in Book 1199, Page 386 of the Rowan County Register of Deeds (as to PIN 461 077);

C. OWNERS wish to connect to an existing sanitary sewer line for the purposes of providing sewer to the OWNERS Property by connecting to the existing sanitary sewer line located on the ROWAN Property (the "Sewer Line"); and

D. In order to facilitate the connection of the Sewer Line, ROWAN wishes to grant a sanitary sewer line easement to allow OWNERS to construct the Sewer Line as depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "Easement").

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and which includes the mutual promises of the parties hereto (the "Parties"), the Parties hereby agree as follows:

1. **Soil and Erosion Control Plan; Application for Sewer Line.** OWNERS shall prepare an application for a soil and erosion control plan prior to the granting of the Easement and as required pursuant to any applicable Rowan County ordinance (the "Soil and Erosion Control Plan"), OWNERS shall join in the application as necessary and agrees to execute any documentation necessary to allow the application to be filed. OWNERS shall, at their cost and expense, be solely responsible for the implementation of said Soil and Erosion Control Plan for the construction of the Sewer Line. Furthermore, OWNERS shall defend, indemnify and hold ROWAN harmless from and against all claims demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with OWNERS' failure to comply with the Soil and Erosion Control Plan.

2. **Easement for Sanitary Sewer Line.** ROWAN, subject to the terms and conditions set forth herein, hereby gives, grants, and conveys to OWNERS (A) a perpetual nonexclusive easement (the "Easement") encumbering (i) the area depicted in **Exhibit A** as Sanitary Sewer Easement #1 and Sanitary Sewer Easement #2, (the "Easement Area") for the purpose of permitting OWNERS to construct, at their sole cost and expense, and maintain the Sewer Line along with (B) temporary construction easements depicted on **Exhibit A** as Temporary Construction Easement #1, Temporary Construction Easement #2, and Temporary Construction Easement #3 to enter and re-enter the property during construction (the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate upon completion of the construction of the Sewer Line. Further, ROWAN shall allow OWNERS to connect to and use the existing sanitary sewer line currently located within the Easement Area (the "Point of Connection").

On or before the later of the date that is one (1) year after the execution of the Easement, or two (2) years following the Project Approval Date, OWNERS shall construct the Sewer Line in a good and workmanlike manner and in compliance with (i) the terms of this Agreement, (ii) Rowan County's then-current specifications required for the dedication and acceptance of the Sewer Line, and (iii) all other applicable federal, state and local requirements and specifications (collectively, the "Required Specifications"). The construction of the Sewer Line shall, as near as possible, follow the path as depicted for the Easement Area in **Exhibit A**. Any substantial deviation from the path depicted on **Exhibit A** must first be approved by ROWAN, and, if such approval is given, ROWAN will execute an amendment to the Easement to provide a new pathway for the Sewer Line. The Parties hereby agree to exercise good faith in considering whether it is necessary for the Easement to be amended to provide a new pathway for the Sewer Line. In the event that any reimbursements for costs associated with the Sewer Line shall be offered by any governmental entity, then and in that event such reimbursement shall be the property of OWNERS. In the event the Point of Connection or any portion of the existing sanitary sewer line (the "Existing Line") shall require any upgrades because of the Sewer Line, the cost and expense of such upgrades shall be the sole responsibility of OWNERS. Furthermore, any improvements within the Easement Area and/or temporary construction easement that are required to meet the Required Specifications shall also be the sole responsibility of OWNERS. Subsequent to the installation and approval of the Sewer Line by Rowan County or any other required municipality (the "Municipality"), any future required upgrades to the Existing Line shall not be the responsibility of OWNERS; provided, however, OWNERS shall not permit any third-party property owner or occupant to tie-in/connect to the Sewer Line or Existing Line via an easement or license over, upon, under, or through the OWNERS Property unless and until said third-party property owner or occupant agrees to pay the full cost and expense of any upgrades to the Existing Line required by the Municipality as a result of such additional use/flow into the Existing Line. OWNERS shall (a) promptly repair any damage to the ROWAN Property caused by the installation of the Sewer Line; (b) be solely responsible for the maintenance and repair of both the Sewer Line and Easement Area until such time as the Sewer Line is turned over to the Municipality; (c) maintain at all times general liability insurance with a financially responsible insurance company licensed in North Carolina in an amount equal to \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, with ROWAN named as additional insured (the "Required Insurance"); and (d) defend, indemnify and hold ROWAN harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with the construction of the Sewer Line. Notwithstanding anything to the contrary contained in this Agreement, the granting of the Easement

shall be contingent upon ROWAN'S approval of the location of the Easement and access to the existing sanitary sewer line from the OWNERS Property to the ROWAN Property. The Parties hereby agree that, to the extent any one or more Exhibit(s) are not finalized prior to the execution and delivery of this Agreement by the Parties, such Exhibit(s) shall be reasonably and mutually agreed upon by the Parties as soon as practicable after the execution of this Agreement and shall, thereafter, be attached and incorporated into this Agreement without the need for any further amendment to this Agreement.

3. Purchase Price of Easement. The purchase price for the Easement (the "Easement Consideration") shall be Five Thousand and No/100 Dollars (\$5,000.00). Within three (3) days of the execution of this Agreement, OWNERS shall deposit the amount of the Easement Consideration in escrow with McMillan PLLC in Charlotte, North Carolina ("Escrow Agent"). Upon the receipt and recordation of the Easement in the Rowan County Register of Deeds, the Escrow Agent shall release the Easement Consideration to ROWAN. Notwithstanding anything in this Agreement to the contrary, in no event shall the Sewer Line be activated or dedicated to the Municipality until ROWAN has been paid the Easement Consideration pursuant to this Paragraph 3.

4. Cost Apportionment. OWNERS shall pay for the recordation of the Easement, the costs (if any) for the Soil and Erosion Control Plan and application for the same, and the cost of the Escrow Agent. Unless otherwise set forth in this Agreement, each of the Parties shall pay for their own costs incurred related to this Agreement.

5. ROWAN'S Representations and Warranties. ROWAN represents and warrants to OWNERS that, as of the Effective Date:

5.1. There are no pending, or, to the best of ROWAN'S actual knowledge without duty of independent inquiry, threatened or contemplated, condemnation actions involving all or any portion of the Easement Area and that ROWAN has not received notice of any such action.

5.2. ROWAN has not entered into any agreement, oral or written, which would materially and adversely limit or restrict ROWAN'S right or ability to enter into this Agreement or which would otherwise materially and adversely affect the Easement Area or the use or development thereof as contemplated by this Agreement (hereinafter, a "Material Adverse Effect").

5.3. Neither ROWAN nor the Easement Area is subject to any judgment or decree of any court of competent jurisdiction, or to any pending litigation or administrative proceeding, which would result in a Material Adverse Effect.

5.4. To the best of ROWAN'S actual knowledge without duty of independent inquiry, the entry into this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transactions contemplated hereunder are consistent with, and not in violation of, any contract, agreement, or instrument to which ROWAN is a party or by which it is bound.

5.5. To the best of ROWAN'S actual knowledge without duty of independent inquiry, there are no taxes, charges or assessments of any nature or description arising out of the operation of the ROWAN Property which would constitute a lien against the Easement Area that will be unpaid as of the date of transfer of the Easement, except for the lien for current *ad valorem* property taxes, or normal assessments, if any, for the year in which the transfer of the Easement occurs.

5.6. To the best of ROWAN'S knowledge without duty of independent inquiry, (i) there are no toxic wastes, hazardous chemicals or other similar hazardous material contamination located on or affecting the Easement Area that would result in a Material Adverse Effect, (ii) there are no landfills or dumping grounds of any sort on the Easement Area, (iii) there are no cemeteries, burial grounds, or historical sites on the Easement Area, and (iv) there are no underground storage tanks on the Easement Area. ROWAN shall use commercially reasonable efforts to not permit or allow any of the foregoing to be placed or installed in, upon or under the Easement Area.

5.7. ROWAN has no actual knowledge of (without duty of independent inquiry), and have not received any notice of, any violations of applicable zoning or subdivision ordinances relating to the Easement Area.

5.8. ROWAN is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954 as amended.

6. OWNERS' Representations and Warranties. OWNERS represent and warrant to ROWAN that:

6.1. OWNERS are not subject to any judgment or decree of any court of competent jurisdiction, or to any litigation or administrative proceeding which would in any way limit or restrict its right or ability to enter into this Agreement and consummate the transactions contemplated under this Agreement.

6.2. The entry into this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transactions contemplated hereunder are consistent with, and not in violation of, any contract, agreement, or instrument to which OWNERS is bound.

7. Risk of Loss. Risk of loss prior to transfer of Easement shall be on ROWAN for the Easement Area and ROWAN shall provide notice to OWNERS promptly after the occurrence of loss under this paragraph.

8. Eminent Domain. If, prior to the transfer of the Easement, all or any part of the Easement Area is taken by eminent domain or if condemnation proceedings are commenced, either Party shall have the option, by written notice to the other, to terminate this Agreement.

9. Default and Remedies. If either Party fails to perform any of the terms and/or conditions of this Agreement or is otherwise in default under this Agreement, then, in addition to all other rights and remedies available at law or in equity, the other Party may specifically elect to:

9.1. Terminate this Agreement by written notice to the other Party upon which both Parties shall be released from all further obligations under this Agreement except for any indemnity obligations that specifically survive termination of this Agreement.

9.2. Seek specific performance of the other Party's obligations under this Agreement.

9.3. With respect any breach of Paragraph 3, ROWAN shall be entitled to exercise the remedy of self-help and cut-off the activation of the Sewer Line, without incurring any liability therefor.

10. Miscellaneous.

10.1. Property Transferred "As Is." Subject to the representations and warranties of the Parties set forth in this Agreement, the Easement is transferred and conveyed "as is."

10.2. Notices. Any notices which either Party hereto are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if (a) delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (c) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such Party's address as set forth below, or (d) delivered via facsimile transmission to the facsimile number listed below, provided, however, that if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in either the manner specified in the clause (b) or (c) above. Each such notice, demand or request shall be deemed to have been given upon the earlier of (i) actual receipt or refusal by the addressee, (ii) three days after deposit thereof in any main office or branch office of the United States Post Office if sent in accordance with section (b) above, and (iii) one day after the deposit thereof with a courier if sent pursuant to section (c) above.

To ROWAN: _____

To OWNERS: _____

cc: J. Austin Baker
McMillan PLLC
514 Beatties Ford Road
Charlotte, NC 28216
T: (980) 585-1260
F: (888) 240-8409

Notices may be given on behalf of any Party by its legal counsel. Either Party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

10.3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10.4. Entire Agreement. This instrument and the Exhibits hereto contain the entire understanding and agreement by and between the Parties and all prior or contemporaneous oral or written agreements or instruments are merged herein and no amendment to this Agreement shall be effective unless the same is in writing and signed by the Parties hereto. There are no representations, warranties or undertakings given or made by either Party hereto except as set forth herein or in any agreement delivered pursuant hereto.

10.5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party shall have the right to assign this Agreement without the prior written consent of the other.

10.6. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

10.7. Counterpart Originals. This Agreement may be executed in separate counterparts with multiple originals. Facsimile and scanned signatures shall be treated as original signatures.

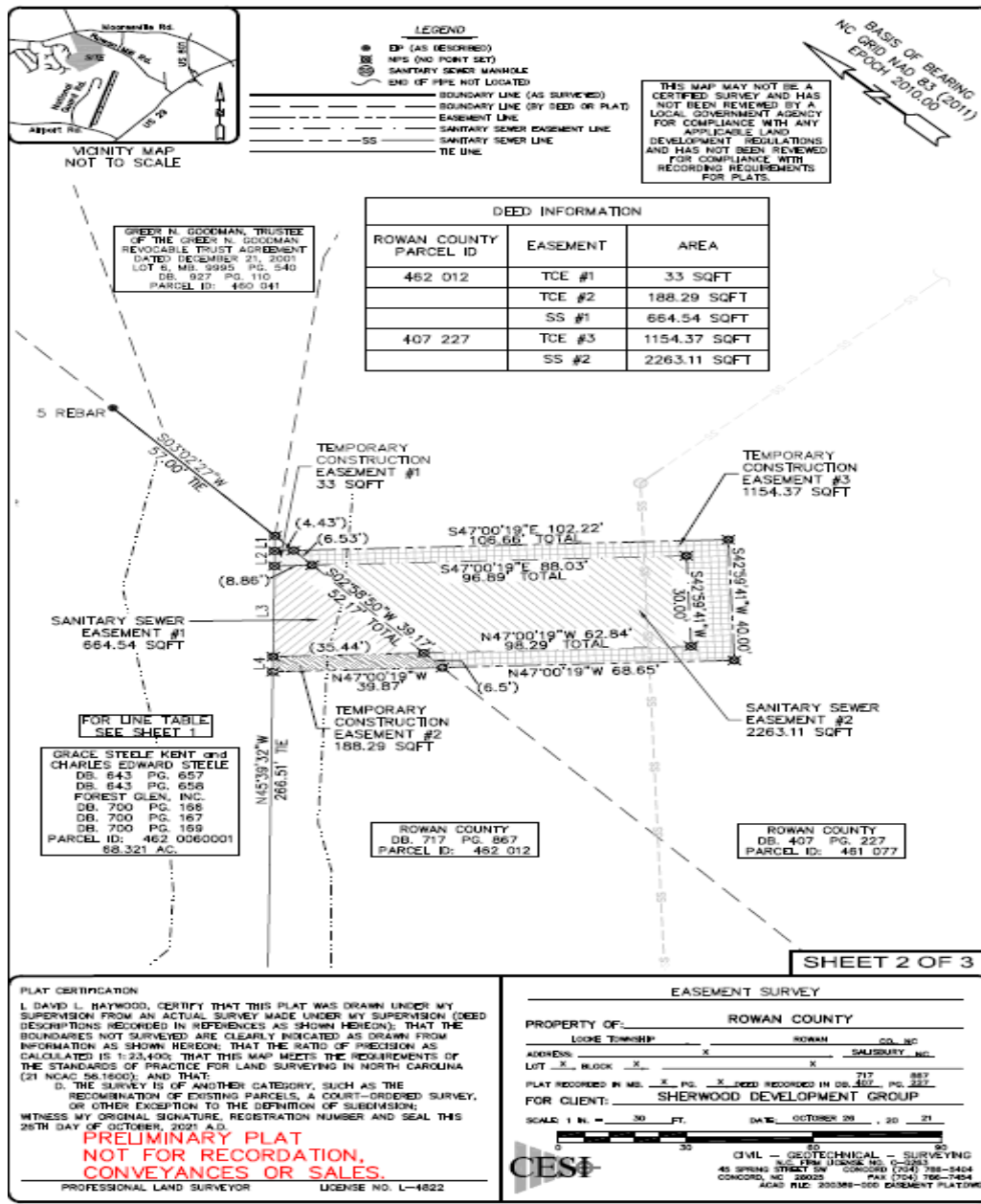
10.8. Time. Time is of the essence with respect to the rights and obligations created under this Agreement.

10.9. Termination. Notwithstanding anything in this Agreement to the contrary, in the event that the Easement has not been granted, and the Easement Consideration has not been deposited with Escrow Agent on or before that the date that is one (1) year after the Effective Date, then either Party hereunder who is not then in default of this Agreement shall have the right to terminate this Agreement upon written notice to the other.

10.10. Easement Runs with Land. The rights granted within this Agreement shall be construed to run with the land with respect to the interests of the parties hereto and their successors in interest, and any grant, transfer or conveyance of interest in land or lease subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest.

[Signature Page Follows]

EXHIBIT A



2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one signed up to speak and no one having called in to participate remotely, Chairman Edds closed the Public Comment Period.

For the record it is noted the agenda packet contained one (1) online Public Comment form that was received from Rivka Darwactor regarding concerns with the County's Noise Ordinance.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC 'PROJECT RABBIT'

Scott Shelton, Vice President of the Rowan County Economic Development Commission (EDC) presented the economic impact summary regarding the proposed location of Project Rabbit (Project) in Rowan County. Mr. Shelton reported the Company behind the Project was an online retailer that offered thousands of products to its customers and served them from warehouses and fulfillment centers located throughout the country. The Company was evaluating locations for a new eCommerce Fulfillment Center facility within the southeastern region of the United States. If the County was chosen, the Company would create 2,500 full-time jobs by the end of 2028. Approximately 2,450 of the new jobs would be fulfillment-related positions. The remaining jobs would be comprised of supervisory and executive positions. In addition, the Company also expected to create approximately 2,600 seasonal part-time jobs.

The Company planned to invest approximately \$584.3 million into the Project through the construction of a new facility and the installation of major equipment. The majority of improvements would be completed by the end of 2024.

Mr. Shelton discussed the County's current Investment Grant Program (Program) and said in order to strengthen the County's chances of securing the Project, the EDC proposed the Board consider the following changes from the standard Level 3 Grant:

- Extend the length of the grant period from five (5) to fifteen (15) years
- During the length of the grant period, the Company would receive a grant equal to 80% of the new taxes paid.

The EDC also requested the Board offer expedited local permitting review at no charge to the Company. The fee for the service was normally \$2,500.

With regards to other potential assistance, Mr. Shelton stated the EDC was working with the Project to pursue a Job Development Grant (JDIG) through the State of North Carolina. The JDIG program typically offered 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.

Mr. Shelton said the EDC asked the State to consider applicable grant programs that could assist with any necessary site or infrastructure improvements to the facility's potential location.

According to Mr. Shelton, the Town of China Grove would be considering an incentive request during their February 1, 2022 meeting.

Mr. Shelton highlighted the model of county revenue based on a 15-year horizon.

Chairman Edds said the community may question the magnitude of the incentive. Chairman Edds explained how the Project would benefit the County not only because of the amount of the Company's investment but because of the 2500 full-time jobs it would bring for the citizens. Chairman Edds said the jobs would offer benefits that included health insurance, retirement plans, paid vacation, etc. From the Board's perspective, Chairman Edds said the County was willing to forego some of the financial benefits to create the jobs for the citizens. Chairman Edds said the companies providing these benefits would put pressure on other companies to provide the same kind of benefits.

Mr. Shelton said the Project would create a huge and positive impact for the Town of China Grove, as well.

Chairman Edds said the County would not be able to secure the Project without the assistance of the State and the Governor. Chairman Edds also expressed appreciation for Senator Carl Ford and Representative Harry Warren for their assistance with the Project.

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

Commissioner Pierce moved to approve the Investment Grant for Project Rabbit, as requested. The motion was seconded by Commissioner Greene and passed unanimously.

4. PUBLIC HEARING FOR Z 09-21: JAYPAL KALAGIRI

Assistant Planning Director Shane Stewart presented the Staff Report for Z 09-21. Mr. Stewart said property owner Jaypal Kalagiri was requesting the rezoning of his 35.5-acre parcel located at the 2100 block of Glover Road from Rural Agricultural (RA) to Rural Agricultural with a Conditional District (CD) to operate an athletic field used for a private cricket club.

Mr. Stewart provided a power point as he discussed the request. Mr. Stewart showed the proposed location and described the property's characteristics.

Mr. Stewart said the property owner had agreed to maintain an undisturbed 40' buffer and whatever was within the buffer would remain. Mr. Stewart noted the buffer was self-imposed by the owner. There would be no lights and the games would be played during the day with no specific hours of operation.

The power point contained slides of various cricket fields of parks used by clubs for cricket.

Based on the report in the agenda packet, the proposed field would be used by a group of private clubs who competed at fields in the Charlotte area. Additionally, based on

engineered plans received, the proposed field would generally be within an existing five (5) acre grassed area, include a gravel parking area sufficient for forty-eight (48) parking spaces, two (2) portable bleachers, and a portable restroom (not shown on plan). It appeared the plan would maintain all existing trees outside the areas cleared for the proposed 20-foot wide grave driveway, creek crossing, and western portion of the field construction.

Cricket was known as a popular sport in countries across the world. In comparison to sports played in the United States, cricket was nearest to baseball as two (2) teams of eleven (11) players each compete in a bat and ball game consisting of a pitcher (bowler), batter, and fielders. Grassed playing fields are slightly oval shaped typically 450 feet in diameter totaling nearly four (4) acres. Game duration depends on the format (number of “overs”) but can last from three (3) hours up to seven (7) hours for a single game.

Mr. Stewart discussed the application’s conformity with adopted plans.

As to the soil layers in GIS, an approximate five (5) acres along Glover Road consisted of Cecil soil identified as “moderate” meaning the soil is generally considered suitable for septic systems. Conversely, the remaining acreage consisted of Chewacla, Enon, Mecklenburg, and Segefield soils identified as “severe” meaning these soil types are typically problematic for percolation with conventional septic systems. These areas are primarily impacted by the significant area of floodplain and drainage features extending through the property.

Mr. Stewart reviewed the noise levels anticipated from the site.

Letters regarding the public hearing were mailed on January 4, 2022 to twenty-one (21) adjacent property owners (generally within 100’ of the subject property). Additionally, signs were posted on the property on January 4, 2022. Notices for the public hearing were published in the Salisbury Post on January 6, 2022 and January 13, 2022.

Mr. Stewart reported that four (4) citizens spoke at the Planning Board Meeting sharing the following comments:

1. Richard Hooper – Adjacent property owner in favor of proposal.
2. Gregory Lowe – Adjacent property owner with no concerns other than security of the property when not in use. Would like to see a gate or other restriction at the entrance for idle times.
3. Linda Ennis – Adjacent property owner indicated that Copperfield residents are primarily older with no children that want peace and quiet. She is concerned about noise and would like to see a limit on the number of people attending matches.
4. Annette Moore – Adjacent property owner concerned since her family hunts adjacent to the proposed field and for safety reasons. Undecided at this point if she is for or against the proposal.

The Planning Board voted unanimously (6-0) to recommend approval subject to the following conditions and below Statement of Consistency and Reasonableness:

1. Increase buffer width to 40 feet
2. No athletic field lighting
3. Add security gate at the drive entrance

Statement of Consistency and Reasonableness – “Z 09-21 is consistent with the East Rowan Land Use Plan and reasonable and appropriate based on the addition of green space to the plan, field lights will not be used, and adopted conditions.”

While impacts from athletic field operations may vary based on specific characteristics – especially public vs. private, they commonly include traffic, noise, glare, and hours of operation. The CD process provides an opportunity for the neighbors and board to discuss and determine if potential conditions would adequately address potential impacts sufficient to deem the project compatible with the area. Staff encouraged the applicant to consider a voluntary condition to retain as much of a tree buffer as possible adjacent to the Copperfield subdivision resulting in the offering of forty (40) foot. At this time, it is unknown the frequency of use other than “during daylight hours”. It is conceivable this location could host tournaments since it appears the Charlotte region may have only a half dozen fields. If mutually agreed upon by the applicant, specific conditions that address compatibility could include:

1. Forty (40) foot tree retention buffer required around property limits less driveway;
2. Field may only be used for the sport of cricket;
3. All visitors must park in designated parking spaces;
4. No use of permanent or portable high intensity “athletic field lighting”;
5. No use of speakers;
6. Limit on signage (if a Board concern); and
7. Install gate or other vehicular restriction at driveway entrance consistent with NCDOT permit requirements.

Chairman Edds asked if the applicant would like to make any comments and Mr. Kalagiri came forward. Mr. Kalagiri shared his love for the sport of cricket and described how he wanted to create a place for others to play the game. Mr. Kalagiri said he hoped the sport would grow.

Chairman Edds felt cricket would be good for Rowan County and said he looked forward to seeing some games.

Chairman Edds opened the public hearing for Z 09-21 and with no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the Statement of Consistency and Reasonableness as follows: “Z 09-21 is consistent with the East Rowan Land Use Plan and reasonable

and appropriate based on the addition of green space to the plan, field lights will not be used, and adopted conditions.” The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to approve Z 09-21 with the conditions as recommended by Staff above. The motion was seconded by Commissioner Pierce and passed unanimously.

5. FINANCIAL REPORTS

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

- Annual Cumulative Expenditure Comparisons as of December in FY 2021-22 \$75,022,908
- Annual Cumulative Revenue Comparisons as of December in FY 2021-22 \$88,480,496
- Annual Cumulative Current Year Property Tax Comparisons as of November in FY 2021-22 \$61,257,962
- Annual Cumulative Sales Tax Comparisons as of September in FY 2021-22 \$8,546,463

6. BUDGET AMENDMENTS

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

- Health Department – Align budget for the awarded AA466 Advancing Equity. \$39,900
- Register of Deeds – Increase in vital record auto issuance statewide had increased both the County’s revenue and expenditures. \$6,000

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

7. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:56 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,



Carolyn Barger, MMC, NCMCC
Clerk to the Board