

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
FEBRUARY 2, 2015
7:00 P.M.**

**CALL TO ORDER & WELCOME – CHAIRMAN LOWDER
INVOCATION – COMMISSIONER EFIRD
PLEDGE OF ALLEGIANCE
APPROVAL/ADJUSTMENTS TO THE AGENDA**

SCHEDULED AGENDA ITEMS

1. PROCLAMATION DECLARING FEBRUARY 9 - 15, 2015 AS NATIONAL FBLA-PBL WEEK

**Presenters: Chuck Van Hoose, State PBL President, SCC
Katrina Sams, State Secretary, Stanly Community College
Jesse Crump, State Historian, Pfeiffer University
Zaman Rashid, Chapter President, Pfeiffer University
& representatives of the high school FBLA chapters**

2. TAX ADMINISTRATION

Presenter: Clinton Swaringen, Tax Administrator

3. UTILITIES – BADIN WATER REHABILITATION PROJECT PART A

Presenter: Donna Davis, Utilities Director

4. JOINT MEETING WITH THE SCHOOL BOARD

Presenter: Andy Lucas, County Manager

5. CONSENT AGENDA

A. Minutes – Regular meeting of January 20, 2015

B. Finance – Request acceptance of the Monthly Financial Report for Six Months Ended December 31, 2014

- C. Cooperative Ext. – Request approval for budget amendment # 2015-29**
- D. Planning & Zoning – Request approval of the contract to administer the Abandoned Manufactured Home Ordinance for the Town of Red Cross**
- E. E911 – Request approval of the interlocal agreement for the Regional Radio System Advisory Council**

PUBLIC COMMENT

GENERAL COMMENTS & ANNOUNCEMENTS

ADJOURN

The next regular meeting is scheduled for Monday, February 16, 2015 at 7:00 p.m.



Stanly County Board of Commissioners

Meeting Date: February 2, 2015
 Presenter:

Consent Agenda | Regular Agenda

Presentation Equipment: Lectern PC* Lectern VCR Lectern DVD Document Camera** Laptop***

Please Provide a Brief Description of your Presentations format: _____

* PC is equipped with Windows XP and Microsoft Office XP (including Word, Excel, and PowerPoint), Internet connectivity and Network connectivity for County Employees.

** If you have need to use the Document Camera and zoom into a particular area, if possible please attach a copy of the document with the area indicated that you need to zoom into. A laser light is available to pinpoint your area of projection.

*** You can bring in a laptop that will allow video out to be connected at the lectern – set display to 60Mhz.

ITEM TO BE CONSIDERED

PROCLAMATION DECLARING FEBRUARY 9 - 15, 2015 AS NATIONAL FBLA-PBL WEEK

Subject

Requested Action

Request Board acceptance of the proclamation.

Signature: _____

Dept.

Date:

Attachments: Yes No x

Review Process

Certification of Action

	Approved		Initials
	Yes	No	
Finance Director	__	__	
Budget Amendment Necessary	__	__	
County Attorney	__	__	
County Manager	__	__	
Other:	__	__	

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

 Tyler Brummitt, Clerk to the Board Date

Proclamation
National FBLA-PBL Week – February 9-15, 2015
(Future Business Leaders of America-Phi Beta Lambda)

WHEREAS, Phi Beta Lambda and Future Business Leaders of America develop competent, aggressive business leadership;

WHEREAS, PBL and FBLA strengthen the confidence of students in themselves and their work;

WHEREAS, PBL and FBLA encourage members in the development of individual projects which contribute to the improvement of home, business, and community;

WHEREAS, PBL and FBLA develop character, prepare students for useful citizenship, and foster patriotism;

WHEREAS, PBL and FBLA encourage efficient money management;

WHEREAS, PBL and FBLA encourage scholarship and promote school loyalty;

WHEREAS, PBL and FBLA assist students in the establishment of occupational goals;

WHEREAS, PBL and FBLA facilitate the transition from school to work;

BE IT RESOLVED that Stanly County, North Carolina, participate in the national designation of Phi Beta Lambda-Future Business Leaders of America Week. In doing so, the Commissioners applaud the aforementioned goals and recognize the continued contributions and successes of FBLA chapters at the county high schools and the Phi Beta Lambda chapters at Stanly Community College and Pfeiffer University. The Commissioners particularly recognize the SCC chapter as it concludes its 40th Anniversary and the state officers that the two chapters had elected for this year. The Commissioners also wish all these members success as they prepare for participation in their up-coming state Leadership Conferences and Competitive Events. These chapters have conducted programs and projects that have benefited Stanly County. They have produced state and national officers and have won state and national competitive events that have brought attention to Stanly County. Most importantly, they have provided the opportunity for leadership development that has resulted in outstanding citizens and business leaders. The Commissioners congratulate Phi Beta Lambda and Future Business Leaders of America and are pleased to salute them publicly during this week of national emphasis.

Janet K. Lowder, Chairman

Tony M. Dennis, Vice Chairman

Peter Ascitutto, Commissioner

Joseph Burlison, Commissioner

T. Scott Efrid, Commissioner

Willie D. Lawhon, Jr., Commissioner

Gene McIntyre, Commissioner

Board of Commissioners, Stanly County, North Carolina – February 2, 2015



Stanly County Board of Commissioners

Meeting Date: February 2, 2015
 Presenter: Clinton Swaringen/Tax Administrator

_____ | X 2
 Consent Agenda | Regular Agenda

Presentation Equipment: Lectern PC* Lectern VCR Lectern DVD Document Camera** Laptop***

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ITEM TO BE CONSIDERED

Subject	<p>According to GS 105-369(a), the Tax Collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of the report, the governing body must order the Tax Collector to advertise the tax liens.</p>
Requested Action	<p>I request the Board of Commissioners issue an order to advertise these tax liens during the month of March 2015</p>

Signature: *Clinton Swaringen*
 Date: 1/27/2015

Dept. Tax Administration
 Attachments: Yes No _____

Review Process			
	Approved		Initials
	Yes	No	
Finance Director	___	___	
Budget Amendment Necessary	___	___	
County Attorney	___	___	
County Manager	___	___	
Other:	___	___	

Certification of Action

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

Tyler Brummitt, Clerk to the Board Date

UNPAID REAL PROPERTY TAXES WHICH ARE LIENS ON REAL PROPERTY

FEBRUARY 2, 2015 COMMISSIONERS MEETING

As of January 27, 2015 the total amount of unpaid real property taxes for the current fiscal year, FY14-15, that are liens on real property amount to \$2,202,092.97. Upon order by the Board of Commissioners these tax liens will be advertised in March 2015. The stated amount will be reduced as the Collections office continues to accept payments. Delinquent notices are scheduled to be mailed early February 2015 in an effort to collect these taxes. The report is attached for your viewing.

Thank you,

A handwritten signature in black ink, appearing to read "Clinton Swaringen", written in a cursive style.

Clinton Swaringen

Stanly County Tax Administrator

***** REVENUE UNIT DISBURSEMENT *****		***** ADDITIONAL CHARGES *****	
TAX REVENUE	DISB. TAXES	DISB. CHARGES	CHARGES
YEAR UNIT DESCRIPTION	UNCOLLECTED	UNCOLLECTED	UNCOLLECTED
2014 01 STANLY COUNTY	2,202,092.97	180,474.14	92,464.15
2014 11 WEST STANLY FIRE DIST	51,302.30	1,730.41	112,969.28
2014 57 TOWN OF STANFIELD	40,504.68	7,843.29	739.23
2014 12 CENTER FIRE DIST	20,765.18	621.50	6,708.25
2014 13 ENDY FIRE DIST	7,401.93	257.54	125.82
2014 14 RIDGECREST FIRE DIST	10,193.82	299.17	2,559.86
2014 15 AQUADALE FIRE DIST	14,028.85	417.68	18,766.83
2014 16 EASTSIDE FIRE DIST	11,696.12	336.28	1,211.73
2014 17 OAKBORO FIRE DIST	5,379.73	157.55	
2014 18 NEW LONDON FIRE DIST	10,878.75	315.11	
2014 19 SOUTH SIDE FIRE DIST	9,563.51	331.40	
2014 21 BETHANY FIRE DIST	7,377.15	224.89	
2014 22 RICHFIELD MISENHEIMER FIR	8,205.70	243.33	
2014 23 MILLINGPORT FIRE DIST	7,592.04	225.56	
2014 24 BADIN YADKIN FIRE DIST	13,136.77	401.66	
2014 50 CITY OF ALBEMARLE	443,558.33	14,630.14	
2014 30 MUNICIPAL SER DIST	2,391.31	65.73	
2014 51 TOWN OF OAKBORO	45,720.34	1,255.09	
2014 52 TOWN OF BADIN	26,227.76	810.27	
2014 54 TOWN OF NORWOOD	65,086.98	1,779.71	
2014 28 NORWOOD SPECIAL FD	357.25	9.82	
2014 55 CITY OF LOCUST	90,294.61	22,621.67	
2014 59 TOWN OF NEW LONDON	3,573.80	94.97	
2014 60 TOWN OF RICHFIELD	7,088.91	192.79	
2014 61 TOWN OF RED CROSS	6,222.20	166.60	
2014 63 TOWN OF MISENHEIMER	1,413.49	38.85	
YEAR TOTAL	3,347,599.63 =	3,112,054.48 +	235,545.15

5,861 RECEIPTS



Stanly County Board of Commissioners

Meeting Date: February 2, 2015
 Presenter: Donna Davis

Consent Agenda | Regular
 Agenda | 3

Presentation Equipment: Lectern PC* Lectern VCR Lectern DVD Document Camera** Laptop***

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ITEM TO BE CONSIDERED

S Stanly County Utilities/Greater Badin Water & Sewer District
u
b Upon receiving bids for the Badin Water Rehabilitation Project Part A funded by USDA, the bids for
j construction exceeded the approved construction cost by \$169,105. Due to the cost overrun USDA required
e that additional funds be identified for the project. Stanly County Utilities identified some spending
c reductions in the legal services and interest line items estimates which amounted to \$60,000 and USDA was
t able to provide \$109,000 in additional grant funds for the project. Greater Badin will have to pay and
 additional \$105 for a total \$25,169.

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n
- 1) Accept new offer of funding from USDA and terms and conditions for funding.
 - 2) Approve corresponding budget amendment.
 - 3) Award contract for construction of Part A project to SKC of Seagrove, North Carolina

Signature: _____	Dept. <u>Utilities</u>																																				
Date: <u>January 26, 2015</u>	Attachments: yes <input checked="" type="checkbox"/> No																																				
Review Process	Certification of Action																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%; text-align: center;">Approved</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">Initials</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Finance Director</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Budget Amendment Necessary</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">County Attorney</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">County Manager</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> </tr> </table>		Approved						Yes	No	Initials			Finance Director	_____	_____	_____			Budget Amendment Necessary	_____	_____	_____			County Attorney	_____	_____	_____			County Manager	_____	_____	_____			Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on _____
	Approved																																				
	Yes	No	Initials																																		
Finance Director	_____	_____	_____																																		
Budget Amendment Necessary	_____	_____	_____																																		
County Attorney	_____	_____	_____																																		
County Manager	_____	_____	_____																																		

Greater Badin Water & Sewer District
1000 N 1st Street Suite 12
ALBEMARLE, NORTH CAROLINA 28001
Phone (704) 986-3686 Fax (704) 986-3711



December 17, 2014

Lynn Straughan, Area Specialist
Rural Development
U.S. Department of Agriculture
847 Curry Drive, Suite 104
Asheboro, NC 27205

SUBJECT: Stanly County
Part A - Greater Badin Water Rehab Project

Greater Badin Water and Sewer District is requesting \$109,105 in additional grant funding for the Part A Greater Badin Water Rehabilitation Project. Bids were received for the project on December 4, 2014. The lowest bid exceeded construction cost estimates by \$169,105. Greater Badin anticipates that legal fees will be \$30,000 less than estimated and interest fees will be \$30,000 less than estimated and has shifted these savings to cover the increase in construction cost. However, the project will still be \$109,105 beyond the funding level now in place. Therefore we respectfully request the additional grant funds to ensure the project can be completed.

Greater Badin Water and Sewer District looks forward to the completing this vital project which will improve the quality of water and enhance the reliability of the system the Badin community. Greater Badin Water and Sewer District appreciates USDA Rural Development's assistance with this project. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Donna Davis".

Donna Davis, Director
Greater Badin Water and Sewer District



January 20, 2015

Mr. Tony Dennis, Chairman
Greater Badin Water and Sewer District
1000 N. First Street, Suite 12
Albemarle, NC 28001

Dear Mr. Dennis:

This letter is considered Amendment No. 1 to the original Letter of Conditions dated July 24, 2013, which must be understood and agreed to by you before further consideration may be given to your application. The subsequent grant will be administered on behalf of Rural Utilities Service (RUS) by the State and Area staff USDA Rural Development.

Due to construction bid overrun on the Greater Badin Water and Sewer District Part A Water System Replacement Project, it is necessary to amend the original Letter of Conditions to provide for the additional funds in order to balance the project budget.

This amended letter is not to be considered as grant approval or as a representation as to the availability of funds. The application may be completed based on the following:

A RUS loan not to exceed \$2,132,000, and initial RUS grant not to exceed \$591,600, a subsequent RUS grant not to exceed \$109,000, a revised applicant contribution of \$25,169, for a revised total project cost of \$2,857,769.00.

Any changes in project cost, sources of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by RD by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

The grant will be considered approved on the date a signed copy of Form RD 1940-1 "Request for Obligation of Funds," is mailed to you.

Please complete and return the attached Form RD 1946-46, "Letter of Intent to Meet Conditions", if you desire that further consideration be given your application.

Rural Development • Asheboro Area Office
847 Curry Drive, Suite 104 • Asheboro, NC 27205
Voice (336) 629-4449, Ext. 4 • Fax2Mail 1-844-325-6822

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program_intake@usda.gov.

If the conditions set forth in this letter are not met within thirteen (13) months from the date hereof, RD reserves the right to discontinue processing the application.

PROJECT BUDGET

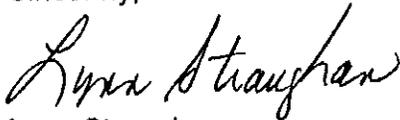
Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$2,314,245.00
Legal Fees (Bond Counsel)	12,903.00
Engineering Fees	264,316.00
<i>Basic</i> \$139,649.00	
<i>Inspection</i> 117,767.00	
<i>ER</i> 6,900.00	
Surveying	25,000.00
Interest	33,691.00
Project Contingency	<u>207,614.00</u>
TOTAL	<u>\$2,857,769.00</u>

GRANT AGREEMENT

Attached is a copy of a revised RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," for your review. The District will be required to execute the revised form that includes the initial and subsequent grant amounts.

Sincerely,



Lynn Straughan
Area Specialist

Attachment

Cc: Area Director
Asheboro, NC



Chambers Engineering, PA

12/5/2014

Mrs. Donna Davis, Exec. Director
Greater Badin Water & Sewer District
1000-12 North First St.
Albemarle, NC 28001

Re: Greater Badin Water & Sewer District
Water System Replacement Part A
Recommendation of Award

Dear Mrs. Davis:

Sealed bids were received on Thursday, December 4th, 2014 at 3:00 PM EST for the above referenced project in the County Manager's Conference Room at the Stanly County Commons. There were 7 record plan holders with 6 received bids prior to the specified Bid Opening time. Bids were publicly opened and read aloud at the specified Bid Opening time. The bid tabulation is as presented in the attached Certified Bid Results.

After canvassing all bids received, it is our recommendation that this project be tentatively awarded, subject to USDA approval, to the apparent responsive, responsible low bidder, SKC, Inc. of PO Box 386, Seagrove, NC 27341 for the total bid amount of \$2,314,245.00.

The proposed contract award would be on a unit price basis with reimbursement for work completed compensated in accordance with the Contract Bid Form Unit Price schedule. Again, thank you for your time and efforts in this matter. I am available at your convenience should you need additional information or assistance.

Sincerely,

A handwritten signature in blue ink that reads "John R. McIntyre".

John R. McIntyre, PE

Cc: Lynn Straughan, USDA

Attach: Certified Bid Results
Unit Price Bid Tabulation



Chambers Engineering, PA

CERTIFIED BID RESULTS

Project	Water System Replacement Part A
Description	Certified Bid Results
Owner	Greater Badin Water & Sewer District
Bid Opening Date/ Time	December 4 th , 2014/ 3:00 PM EST

Bid Rank	Bidder	Bid Bond Enclosed	Total Base Bid
1	SKC, Inc.	<input checked="" type="checkbox"/> YES NO	\$2,314,245.00
2	Propst Construction Company	<input checked="" type="checkbox"/> YES NO	\$2,343,915.00
3	Hall Contracting Corp.	<input checked="" type="checkbox"/> YES NO	\$2,416,170.00
4	Terry's Plumbing & Utilities, Inc.	<input checked="" type="checkbox"/> YES NO	\$2,839,025.00
5	Concord Builders, Inc.	<input checked="" type="checkbox"/> YES NO	\$3,088,037.10
6	BRS, Inc.	<input checked="" type="checkbox"/> YES NO	\$3,381,025.00

I, John R. McIntyre, PE, hereby certify that the above tabulation of Bids is true and accurate to the best of my knowledge and that all Bids were received and processed in accordance with the requirements of the solicitation and Contract Documents.

Signed this the 5th day of December, 2014



John R. McIntyre

 John R. McIntyre, PE

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

1 SKC, Inc. 2 Propost Construction Company 3 Hall Contracting Corp.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
1.0	Mobilization (3% Bid Max.)	Lump Sum	1	\$ 35,000.00	\$ 35,000.00	\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00
1.1	Saw Cut Asphalt/ Concrete - Up to 3" Depth	Plan Linear Feet	21,700	\$ 1.75	\$ 37,975.00	\$ 0.50	\$ 10,850.00	\$ 0.75	\$ 16,275.00
1.2	Saw Cut Asphalt/ Concrete - Up to 6" Depth	Plan Linear Feet	7,750	\$ 2.50	\$ 19,375.00	\$ 0.50	\$ 3,875.00	\$ 1.50	\$ 11,625.00
1.3	Remove Existing Asphalt/ Concrete - Up to 3" Depth	Cubic Yard	435	\$ 15.00	\$ 6,525.00	\$ 10.00	\$ 4,350.00	\$ 15.00	\$ 6,525.00
1.4	Remove Existing Asphalt/ Concrete - Up to 6" Depth	Cubic Yard	305	\$ 18.00	\$ 5,490.00	\$ 10.00	\$ 3,050.00	\$ 15.00	\$ 4,575.00
1.5	Remove/ Dispose Existing Fire Hydrants	Each	31	\$ 300.00	\$ 9,300.00	\$ 350.00	\$ 10,850.00	\$ 350.00	\$ 10,850.00
1.6	Remove/ Dispose Existing 3/4" Domestic Services	Each	225	\$ 100.00	\$ 22,500.00	\$ 100.00	\$ 22,500.00	\$ 250.00	\$ 56,250.00
1.7	12" PC 350 DI Waterline	Plan Linear Feet	6,315	\$ 75.00	\$ 473,625.00	\$ 58.00	\$ 366,270.00	\$ 50.00	\$ 315,750.00
1.8	12" PC 350 DI Waterline, Restrained Joint	Plan Linear Feet	55	\$ 60.00	\$ 3,300.00	\$ 80.00	\$ 4,400.00	\$ 75.00	\$ 4,125.00
1.9	8" PC 350 DI Waterline	Plan Linear Feet	10,800	\$ 30.00	\$ 324,000.00	\$ 48.00	\$ 518,400.00	\$ 42.00	\$ 453,600.00
2.0	6" PC 350 DI Waterline	Plan Linear Feet	6,400	\$ 28.00	\$ 179,200.00	\$ 42.00	\$ 268,800.00	\$ 35.00	\$ 224,000.00
2.1	20" SCP Bore & Jack	Plan Linear Feet	45	\$ 250.00	\$ 11,250.00	\$ 150.00	\$ 6,750.00	\$ 250.00	\$ 11,250.00
2.2	12" Gate Valve	Each	9	\$ 2,500.00	\$ 22,500.00	\$ 2,000.00	\$ 18,000.00	\$ 2,000.00	\$ 18,000.00
2.3	8" Gate Valve	Each	24	\$ 1,150.00	\$ 27,600.00	\$ 1,150.00	\$ 27,600.00	\$ 1,200.00	\$ 28,800.00
2.4	6" Gate Valve	Each	22	\$ 850.00	\$ 18,700.00	\$ 800.00	\$ 17,600.00	\$ 800.00	\$ 17,600.00
2.5	12" x 12" Tapping Saddle & Valve	Each	2	\$ 6,500.00	\$ 13,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,500.00	\$ 15,000.00
2.6	12" x 12" Tee	Each	1	\$ 1,100.00	\$ 1,100.00	\$ 750.00	\$ 750.00	\$ 667.00	\$ 667.00
2.7	12" x 8" Tee	Each	5	\$ 850.00	\$ 4,250.00	\$ 650.00	\$ 3,250.00	\$ 565.00	\$ 2,825.00
2.8	12" x 6" Tee	Each	3	\$ 700.00	\$ 2,100.00	\$ 600.00	\$ 1,800.00	\$ 525.00	\$ 1,575.00
2.9	8" x 8" Tee	Each	2	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	\$ 365.00	\$ 730.00
3.0	8" x 6" Tee	Each	5	\$ 400.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00	\$ 330.00	\$ 1,650.00
3.1	6" x 6" Tee	Each	2	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00	\$ 300.00	\$ 600.00
3.2	12" x 8" Cross	Each	1	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 770.00	\$ 770.00
3.3	8" x 8" Cross	Each	2	\$ 450.00	\$ 900.00	\$ 700.00	\$ 1,400.00	\$ 568.00	\$ 1,136.00
3.4	8" x 6" Cross	Each	1	\$ 420.00	\$ 420.00	\$ 650.00	\$ 650.00	\$ 420.00	\$ 420.00
3.5	6" x 6" Cross	Each	2	\$ 420.00	\$ 840.00	\$ 600.00	\$ 1,200.00	\$ 400.00	\$ 800.00

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

1

SKC, Inc.

2

Propst Construction Company

3

Hall Contracting Corp.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
3.6	12" Plug	Each	1	\$ 225.00	\$ 225.00	\$ 200.00	\$ 200.00	\$ 160.00	\$ 160.00
3.7	8" Plug	Each	1	\$ 150.00	\$ 150.00	\$ 175.00	\$ 175.00	\$ 100.00	\$ 100.00
3.8	6" Plug	Each	3	\$ 125.00	\$ 375.00	\$ 150.00	\$ 450.00	\$ 85.00	\$ 255.00
3.9	12" x 8" Reducer	Each	1	\$ 600.00	\$ 600.00	\$ 330.00	\$ 330.00	\$ 240.00	\$ 240.00
4.0	8" x 6" Reducer	Each	1	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 140.00	\$ 140.00
4.1	12" 90 Deg. Bend	Each	1	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 610.00	\$ 610.00
4.2	12" 45 Deg. Bend	Each	3	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 520.00	\$ 1,560.00
4.3	12" 22.5 Deg. Bend	Each	3	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 450.00	\$ 1,350.00
4.4	12" 11.25 Deg. Bend	Each	1	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 369.00	\$ 369.00
4.5	8" 90 Deg. Bend	Each	4	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00
4.6	8" 45 Deg. Bend	Each	9	\$ 350.00	\$ 3,150.00	\$ 350.00	\$ 3,150.00	\$ 285.00	\$ 2,565.00
4.7	8" 22.5 Deg. Bend	Each	5	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00	\$ 255.00	\$ 1,275.00
4.8	8" 11.25 Deg. Bend	Each	2	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00
4.9	6" 90 Deg. Bend	Each	1	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00
5.0	6" 45 Deg. Bend	Each	2	\$ 350.00	\$ 700.00	\$ 300.00	\$ 600.00	\$ 180.00	\$ 360.00
5.1	6" 22.5 Deg. Bend	Each	4	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 177.00	\$ 708.00
5.2	Fire Hydrant Assembly	Each	33	\$ 3,500.00	\$ 115,500.00	\$ 4,000.00	\$ 132,000.00	\$ 3,555.00	\$ 117,315.00
5.3	1" Long Side Service Less PRV	Each	25	\$ 900.00	\$ 22,500.00	\$ 900.00	\$ 22,500.00	\$ 1,020.00	\$ 25,500.00
5.4	1" Short Side Service Less PRV	Each	30	\$ 750.00	\$ 22,500.00	\$ 800.00	\$ 24,000.00	\$ 770.00	\$ 23,100.00
5.5	1 1/2" PVC SCH 40 Sleeve	Each	100	\$ 35.00	\$ 3,500.00	\$ 100.00	\$ 10,000.00	\$ 25.00	\$ 2,500.00
5.6	3/4" Domestic Service, Long Side Less PRV	Each	75	\$ 900.00	\$ 67,500.00	\$ 700.00	\$ 52,500.00	\$ 800.00	\$ 60,000.00
5.7	3/4" Domestic Service, Short Side Less PRV	Each	95	\$ 750.00	\$ 71,250.00	\$ 650.00	\$ 61,750.00	\$ 605.00	\$ 57,475.00
5.8	Master Meter & Pressure Reducing Valve	Lump Sum	1	\$ 65,000.00	\$ 65,000.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00
5.9	Replace Concrete Driveways	Square Feet	6,000	\$ 6.00	\$ 36,000.00	\$ 5.00	\$ 30,000.00	\$ 6.00	\$ 36,000.00
6.0	Replace Concrete Sidewalks	Square Feet	2,000	\$ 5.00	\$ 10,000.00	\$ 3.50	\$ 7,000.00	\$ 5.00	\$ 10,000.00
6.1	Replace Concrete Curb & Gutter	Plan Linear Feet	600	\$ 18.50	\$ 11,100.00	\$ 12.00	\$ 7,200.00	\$ 17.00	\$ 10,200.00

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

1 2 3

SKC, Inc. Propst Construction Company Hall Contracting Corp.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
6.2	Replace Gravel Driveways	Square Feet	3,100	\$ 1.35	\$ 4,185.00	\$ 1.00	\$ 3,100.00	\$ 1.00	\$ 3,100.00
6.3	Replace Asphalt Driveways	Ton	9	\$ 175.00	\$ 1,575.00	\$ 135.00	\$ 1,215.00	\$ 130.00	\$ 1,170.00
6.4	1.5" S9.5B Asphalt Overlay	Ton	950	\$ 110.00	\$ 104,500.00	\$ 95.00	\$ 90,250.00	\$ 109.00	\$ 103,550.00
6.5	6" B-25.0B Asphalt Patch	Ton	2,350	\$ 120.00	\$ 282,000.00	\$ 70.00	\$ 164,500.00	\$ 130.00	\$ 305,500.00
6.6	Seeding & Mulching	Acre	4.0	\$ 2,500.00	\$ 10,000.00	\$ 1,400.00	\$ 5,600.00	\$ 2,300.00	\$ 9,200.00
6.7	Erosion Control - Sediment Fence	Plan Linear Feet	3,900	\$ 2.15	\$ 8,385.00	\$ 2.00	\$ 7,800.00	\$ 3.00	\$ 11,700.00
6.8	Erosion Control - Check Dams	Each	140	\$ 45.00	\$ 6,300.00	\$ 50.00	\$ 7,000.00	\$ 150.00	\$ 21,000.00
6.9	Erosion Control - Inlet Protection	Each	19	\$ 50.00	\$ 950.00	\$ 250.00	\$ 4,750.00	\$ 250.00	\$ 4,750.00
7.0	Cleanup & Certification	Lump Sum	1	\$ 10,000.00	\$ 10,000.00	\$ 17,250.00	\$ 17,250.00	\$ 5,000.00	\$ 5,000.00
				Total Base Bid	\$ 2,314,245.00	Total Base Bid	\$ 2,343,915.00	Total Base Bid	\$ 2,416,170.00

Allowances

A1	Rock Excavation	Cubic Yard	1,850	\$ 80.00	\$ 148,000.00	\$ 80.00	\$ 148,000.00	\$ 80.00	\$ 148,000.00
A2	Select Backfill, No. 67 Stone	Ton	2,650	\$ 28.00	\$ 74,200.00	\$ 28.00	\$ 74,200.00	\$ 28.00	\$ 74,200.00
				Total Base Bid	\$ 2,314,245.00	Total Base Bid	\$ 2,343,915.00	Total Base Bid	\$ 2,416,170.00

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

4

Terry's Plumbing & Utilities, Inc.

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Concord Builders, Inc.

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BRS, Inc.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
1.0	Mobilization (3% Bid Max.)	Lump Sum	1	\$ 20,000.00	\$ 20,000.00	\$ 82,000.00	\$ 82,000.00	\$ 92,000.00	\$ 92,000.00
1.1	Saw Cut Asphalt/ Concrete - Up to 3" Depth	Plan Linear Feet	21,700	\$ 0.25	\$ 5,425.00	\$ 1.55	\$ 33,635.00	\$ 0.10	\$ 2,170.00
1.2	Saw Cut Asphalt/ Concrete - Up to 6" Depth	Plan Linear Feet	7,750	\$ 0.40	\$ 3,100.00	\$ 2.23	\$ 17,282.50	\$ 0.10	\$ 775.00
1.3	Remove Existing Asphalt/ Concrete - Up to 3" Depth	Cubic Yard	435	\$ 10.00	\$ 4,350.00	\$ 12.95	\$ 5,633.25	\$ 10.00	\$ 4,350.00
1.4	Remove Existing Asphalt/ Concrete - Up to 6" Depth	Cubic Yard	305	\$ 10.00	\$ 3,050.00	\$ 13.20	\$ 4,026.00	\$ 12.00	\$ 3,660.00
1.5	Remove/ Dispose Existing Fire Hydrants	Each	31	\$ 100.00	\$ 3,100.00	\$ 269.00	\$ 8,339.00	\$ 1,000.00	\$ 31,000.00
1.6	Remove/ Dispose Existing 3/4" Domestic Services	Each	225	\$ 25.00	\$ 5,625.00	\$ 61.71	\$ 13,884.75	\$ 500.00	\$ 112,500.00
1.7	12" PC 350 DI Waterline	Plan Linear Feet	6,315	\$ 80.00	\$ 505,200.00	\$ 72.84	\$ 459,984.60	\$ 85.00	\$ 536,775.00
1.8	12" PC 350 DI Waterline, Restrained Joint	Plan Linear Feet	55	\$ 85.00	\$ 4,675.00	\$ 71.00	\$ 3,905.00	\$ 97.00	\$ 5,335.00
1.9	8" PC 350 DI Waterline	Plan Linear Feet	10,800	\$ 65.00	\$ 702,000.00	\$ 61.53	\$ 664,524.00	\$ 63.00	\$ 680,400.00
2.0	6" PC 350 DI Waterline	Plan Linear Feet	6,400	\$ 60.00	\$ 384,000.00	\$ 56.57	\$ 362,048.00	\$ 55.00	\$ 352,000.00
2.1	20" SCP Bore & Jack	Plan Linear Feet	45	\$ 250.00	\$ 11,250.00	\$ 395.00	\$ 17,775.00	\$ 310.00	\$ 13,950.00
2.2	12" Gate Valve	Each	9	\$ 2,200.00	\$ 19,800.00	\$ 1,856.00	\$ 16,704.00	\$ 2,400.00	\$ 21,600.00
2.3	8" Gate Valve	Each	24	\$ 1,000.00	\$ 24,000.00	\$ 1,025.00	\$ 24,600.00	\$ 1,525.00	\$ 36,600.00
2.4	6" Gate Valve	Each	22	\$ 800.00	\$ 17,600.00	\$ 750.00	\$ 16,500.00	\$ 1,200.00	\$ 26,400.00
2.5	12" x 12" Tapping Saddle & Valve	Each	2	\$ 5,000.00	\$ 10,000.00	\$ 8,863.00	\$ 17,726.00	\$ 4,875.00	\$ 9,750.00
2.6	12" x 12" Tee	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 785.00	\$ 785.00	\$ 700.00	\$ 700.00
2.7	12" x 8" Tee	Each	5	\$ 800.00	\$ 4,000.00	\$ 674.00	\$ 3,370.00	\$ 625.00	\$ 3,125.00
2.8	12" x 6" Tee	Each	3	\$ 800.00	\$ 2,400.00	\$ 632.00	\$ 1,896.00	\$ 585.00	\$ 1,755.00
2.9	8" x 8" Tee	Each	2	\$ 400.00	\$ 800.00	\$ 486.00	\$ 972.00	\$ 450.00	\$ 900.00
3.0	8" x 6" Tee	Each	5	\$ 400.00	\$ 2,000.00	\$ 393.00	\$ 1,965.00	\$ 375.00	\$ 1,875.00
3.1	6" x 6" Tee	Each	2	\$ 400.00	\$ 800.00	\$ 313.00	\$ 626.00	\$ 300.00	\$ 600.00
3.2	12" x 8" Cross	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 700.00	\$ 700.00
3.3	8" x 8" Cross	Each	2	\$ 700.00	\$ 1,400.00	\$ 350.00	\$ 700.00	\$ 475.00	\$ 950.00
3.4	8" x 6" Cross	Each	1	\$ 700.00	\$ 700.00	\$ 316.00	\$ 316.00	\$ 475.00	\$ 475.00
3.5	6" x 6" Cross	Each	2	\$ 700.00	\$ 1,400.00	\$ 285.00	\$ 570.00	\$ 475.00	\$ 950.00

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

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Terry's Plumbing & Utilities, Inc.

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Concord Builders, Inc.

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BRS, Inc.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
3.6	12" Plug	Each	1	\$ 100.00	\$ 100.00	\$ 1,159.00	\$ 1,159.00	\$ 295.00	\$ 295.00
3.7	8" Plug	Each	1	\$ 100.00	\$ 100.00	\$ 843.00	\$ 843.00	\$ 265.00	\$ 265.00
3.8	6" Plug	Each	3	\$ 75.00	\$ 225.00	\$ 650.00	\$ 1,950.00	\$ 250.00	\$ 750.00
3.9	12" x 8" Reducer	Each	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00
4.0	8" x 6" Reducer	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 360.00	\$ 360.00
4.1	12" 90 Deg. Bend	Each	1	\$ 900.00	\$ 900.00	\$ 508.00	\$ 508.00	\$ 525.00	\$ 525.00
4.2	12" 45 Deg. Bend	Each	3	\$ 900.00	\$ 2,700.00	\$ 474.00	\$ 1,422.00	\$ 500.00	\$ 1,500.00
4.3	12" 22.5 Deg. Bend	Each	3	\$ 900.00	\$ 2,700.00	\$ 455.00	\$ 1,365.00	\$ 460.00	\$ 1,380.00
4.4	12" 11.25 Deg. Bend	Each	1	\$ 900.00	\$ 900.00	\$ 445.00	\$ 445.00	\$ 450.00	\$ 450.00
4.5	8" 90 Deg. Bend	Each	4	\$ 250.00	\$ 1,000.00	\$ 280.00	\$ 1,120.00	\$ 300.00	\$ 1,200.00
4.6	8" 45 Deg. Bend	Each	9	\$ 250.00	\$ 2,250.00	\$ 263.00	\$ 2,367.00	\$ 280.00	\$ 2,520.00
4.7	8" 22.5 Deg. Bend	Each	5	\$ 250.00	\$ 1,250.00	\$ 262.00	\$ 1,310.00	\$ 280.00	\$ 1,400.00
4.8	8" 11.25 Deg. Bend	Each	2	\$ 250.00	\$ 500.00	\$ 254.00	\$ 508.00	\$ 275.00	\$ 550.00
4.9	6" 90 Deg. Bend	Each	1	\$ 250.00	\$ 250.00	\$ 203.00	\$ 203.00	\$ 250.00	\$ 250.00
5.0	6" 45 Deg. Bend	Each	2	\$ 250.00	\$ 500.00	\$ 191.00	\$ 382.00	\$ 240.00	\$ 480.00
5.1	6" 22.5 Deg. Bend	Each	4	\$ 250.00	\$ 1,000.00	\$ 187.00	\$ 748.00	\$ 235.00	\$ 940.00
5.2	Fire Hydrant Assembly	Each	33	\$ 3,000.00	\$ 99,000.00	\$ 3,420.00	\$ 112,860.00	\$ 4,600.00	\$ 151,800.00
5.3	1" Long Side Service Less PRV	Each	25	\$ 900.00	\$ 22,500.00	\$ 893.00	\$ 22,325.00	\$ 1,895.00	\$ 47,375.00
5.4	1" Short Side Service Less PRV	Each	30	\$ 800.00	\$ 24,000.00	\$ 683.00	\$ 20,490.00	\$ 1,595.00	\$ 47,850.00
5.5	1 1/2" PVC SCH 40 Sleeve	Each	100	\$ 100.00	\$ 10,000.00	\$ 282.00	\$ 28,200.00	\$ 25.00	\$ 2,500.00
5.6	3/4" Domestic Service, Long Side Less PRV	Each	75	\$ 800.00	\$ 60,000.00	\$ 818.00	\$ 61,350.00	\$ 1,760.00	\$ 132,000.00
5.7	3/4" Domestic Service, Short Side Less PRV	Each	95	\$ 700.00	\$ 66,500.00	\$ 611.00	\$ 58,045.00	\$ 1,460.00	\$ 138,700.00
5.8	Master Meter & Pressure Reducing Valve	Lump Sum	1	\$ 60,000.00	\$ 60,000.00	\$ 138,000.00	\$ 138,000.00	\$ 82,000.00	\$ 82,000.00
5.9	Replace Concrete Driveways	Square Feet	6,000	\$ 5.50	\$ 33,000.00	\$ 8.01	\$ 48,060.00	\$ 5.50	\$ 33,000.00
6.0	Replace Concrete Sidewalks	Square Feet	2,000	\$ 5.50	\$ 11,000.00	\$ 5.00	\$ 10,000.00	\$ 4.25	\$ 8,500.00
6.1	Replace Concrete Curb & Gutter	Plan Linear Feet	600	\$ 15.00	\$ 9,000.00	\$ 37.00	\$ 22,200.00	\$ 25.00	\$ 15,000.00

Owner: Greater Badin Water & Sewer District
 Project Name: Water System Replacement Part A
 Description: Bid Tabulation
 Denotes Arithmetic Error

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Terry's Plumbing & Utilities, Inc.

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Concord Builders, Inc.

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BRS, Inc.

No.	Item Description	Unit	Est. Qty.	Unit Price	Total Line Price	Unit Price	Total Line Price	Unit Price	Total Line Price
6.2	Replace Gravel Driveways	Square Feet	3,100	\$ 1.00	\$ 3,100.00	\$ 1.00	\$ 3,100.00	\$ 2.50	\$ 7,750.00
6.3	Replace Asphalt Driveways	Ton	9	\$ 150.00	\$ 1,350.00	\$ 160.00	\$ 1,440.00	\$ 135.00	\$ 1,215.00
6.4	1.5" S9.5B Asphalt Overlay	Ton	950	\$ 95.00	\$ 90,250.00	\$ 114.00	\$ 108,300.00	\$ 95.00	\$ 90,250.00
6.5	6" B-25.0B Asphalt Patch	Ton	2,350	\$ 145.00	\$ 340,750.00	\$ 179.00	\$ 420,650.00	\$ 164.00	\$ 385,400.00
6.6	Seeding & Mulching	Acre	4.0	\$ 1,200.00	\$ 4,800.00	\$ 1,820.00	\$ 7,280.00	\$ 2,550.00	\$ 10,200.00
6.7	Erosion Control - Sediment Fence	Plan Linear Feet	3,900	\$ 2.50	\$ 9,750.00	\$ 2.15	\$ 8,385.00	\$ 1.75	\$ 6,825.00
6.8	Erosion Control - Check Dams	Each	140	\$ 50.00	\$ 7,000.00	\$ 55.00	\$ 7,700.00	\$ 50.00	\$ 7,000.00
6.9	Erosion Control - Inlet Protection	Each	19	\$ 75.00	\$ 1,425.00	\$ 125.00	\$ 2,375.00	\$ 100.00	\$ 1,900.00
7.0	Cleanup & Certification	Lump Sum	1	\$ 10,000.00	\$ 10,000.00	\$ 10,030.00	\$ 10,030.00	\$ 35,000.00	\$ 35,000.00

Allowances

A1	Rock Excavation	Cubic Yard	1,850	\$ 80.00	\$ 148,000.00	\$ 80.00	\$ 148,000.00	\$ 80.00	\$ 148,000.00
A2	Select Backfill, No. 67 Stone	Ton	2,650	\$ 28.00	\$ 74,200.00	\$ 28.00	\$ 74,200.00	\$ 28.00	\$ 74,200.00

Total Base Bid \$ 2,839,025.00

Total Base Bid \$ 3,088,037.10

Total Base Bid \$ 3,381,025.00

Water and Waste System Grant Agreement
United States Department of Agriculture
Rural Utilities Service

THIS AGREEMENT dated 1/20/2015, between

GREATER BADIN WATER AND SEWER DISTRICT

a public corporation organized and operating under

NC GENERAL STATUTES

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 2,857,769.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 2,157,169.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 2,157,169.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 700,600.00 or 24.52 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 24.52 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

ALL REAL ESTATE PURCHASED OR IMPROVED WITH RD GRANT FUNDS

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment(use continuation sheets as necessary).
ALL EQUIPMENT PURCHASED OR IMPROVED WITH RD GRANT FUNDS**

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 700,600.00 which it will advance to Grantee to meet not to exceed 24.52 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____
Tyler Brummitt
(Title) Clerk to the Board

By _____
Tony Dennis
(Title) Chairman of the Board

UNITED STATES OF AMERICA
RURAL UTILITIES SERVICE

By _____
Lynn Straughan (Title)
Area Specialist

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.							
1. CASE NUMBER ST CO BORROWER ID 38-084-460709704		LOAN NUMBER		FISCAL YEAR			
2. BORROWER NAME Greater Badin Water and Sewer District			3. NUMBER NAME FIELDS 1 (1, 2, or 3 from Item 2)				
			4. STATE NAME North Carolina				
			5. COUNTY NAME Stanly				
GENERAL BORROWER/LOAN INFORMATION							
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/AN 4 - HISPANIC 5 - A/PI		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT		9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)		12. VETERAN CODE 1 - YES 2 - NO		13. CREDIT REPORT 1 - YES 2 - NO	
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 1 - YES 2 - NO			
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000				18. USE OF FUNDS CODE (See FMI)			
COMPLETE FOR OBLIGATION OF FUNDS							
19. TYPE OF ASSISTANCE 064 (See FMI)		20. PURPOSE CODE		21. SOURCE OF FUNDS		22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$109,000.00			
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR		28. INTEREST RATE %		29. REPAYMENT TERMS	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS							
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT							
COMPLETE FOR EM LOANS ONLY				COMPLETE FOR CREDIT SALE-ASSUMPTION			
31. DISASTER DESIGNATION NUMBER (See FMI)				32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN			
FINANCE OFFICE USE ONLY				COMPLETE FOR FP LOANS ONLY			
33. OBLIGATION DATE MO DA YR				34. BEGINNING FARMER/RANCHER (See FMI)			

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

See original Letter of Conditions 07/24/2013

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 15

Tony Dennis, Chairman

(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Randall A. Gore

(Signature of Approving Official)

Typed or Printed Name: Randall A. Gore

Date Approved: _____

Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



AMENDMENT NO: 2015-30

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015:

To amend Badin Water Rehab Part A Project Fund 613, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
612.7120	580.000	Bldgs, Structure, & Improve	\$ 2,357,654	\$ 169,105	\$ 2,526,759
612.7120	190.000	Professional Services	389,010	(60,000)	329,010
TOTALS			<u>\$ 2,746,664</u>	<u>\$ 109,105</u>	<u>\$ 2,855,769</u>

This budget amendment is justified as follows:

To amend the Badin Water Rehab Part A Project per USDA letter.

This will result in a net increase \$ 109,105 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
612.7120	330.84	USDA Grant	\$ 591,600	\$ 109,000	\$ 700,600
612.3980	980.611	From Greater Badin Fund	25,064	105	25,169
TOTALS			<u>\$ 616,664</u>	<u>\$ 109,105</u>	<u>\$ 725,769</u>

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer, and to the Finance Director.

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Dana L Davis _____ 1-27-15
 Reviewed by Department Head Date

John R Kinman _____ 1-27-15
 Reviewed by Finance Director Date

Reviewed by County Manager _____ Date

Posted by
Journal No.
Date



January 20, 2015

Mr. Tony Dennis, Chairman
Greater Badin Water and Sewer District
1000 N. First Street, Suite 12
Albemarle, NC 28001

Dear Mr. Dennis:

This letter is considered Amendment No. 1 to the original Letter of Conditions dated July 24, 2013, which must be understood and agreed to by you before further consideration may be given to your application. The subsequent grant will be administered on behalf of Rural Utilities Service (RUS) by the State and Area staff USDA Rural Development.

Due to construction bid overrun on the Greater Badin Water and Sewer District Part A Water System Replacement Project, it is necessary to amend the original Letter of Conditions to provide for the additional funds in order to balance the project budget.

This amended letter is not to be considered as grant approval or as a representation as to the availability of funds. The application may be completed based on the following:

A RUS loan not to exceed \$2,132,000, and initial RUS grant not to exceed \$591,600, a subsequent RUS grant not to exceed \$109,000, a revised applicant contribution of \$25,169, for a revised total project cost of \$2,857,769.00.

Any changes in project cost, sources of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by RD by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

The grant will be considered approved on the date a signed copy of Form RD 1940-1 "Request for Obligation of Funds," is mailed to you.

Please complete and return the attached Form RD 1946-46, "Letter of Intent to Meet Conditions", if you desire that further consideration be given your application.

Rural Development • Asheboro Area Office
847 Curry Drive, Suite 104 • Asheboro, NC 27205
Voice (336) 629-4449, Ext. 4 • Fax2Mail 1-844-325-6822

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the conditions set forth in this letter are not met within thirteen (13) months from the date hereof, RD reserves the right to discontinue processing the application.

PROJECT BUDGET

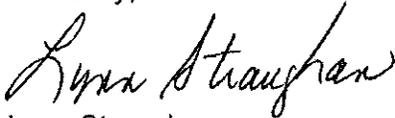
Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$2,314,245.00
Legal Fees (Bond Counsel)	12,903.00
Engineering Fees	264,316.00
<i>Basic</i> \$139,649.00	
<i>Inspection</i> 117,767.00	
<i>ER</i> 6,900.00	
Surveying	25,000.00
Interest	33,691.00
Project Contingency	<u>207,614.00</u>
TOTAL	<u>\$2,857,769.00</u>

GRANT AGREEMENT

Attached is a copy of a revised RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," for your review. The District will be required to execute the revised form that includes the initial and subsequent grant amounts.

Sincerely,



Lynn Straughan
Area Specialist

Attachment

Cc: Area Director
Asheboro, NC



AMENDMENT NO: 2015-31

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015:

To amend the Greater Badin Water & Sewer Fund 611, the expenditures are to be changed as follows:

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
611.9800	981.612	To Badin Water Rehab Proj	\$ 25,064	\$ 105	\$ 25,169
TOTALS			<u>\$ 25,064</u>	<u>\$ 105</u>	<u>\$ 25,169</u>

This budget amendment is justified as follows:

To amend the budget for transfer to Badin Water Rehabilitation Project A to increase the local contribution.

This will result in a net increase \$ 105 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
611.3991	990.100	Retained Earnings	\$ 25,591	\$ 105	\$ 25,696
TOTALS			<u>\$ 25,591</u>	<u>\$ 105</u>	<u>\$ 25,696</u>

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer, and to the Finance Director.

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Donna L Davis

 Reviewed by Department Head Date 1-27-15

John R. Vinson

 Reviewed by Finance Director Date 1-27-15

 Reviewed by County Manager Date

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date February 2, 2015

Presenter: Andy Lucas, County Manager

Consent Agenda	 Regular Agenda
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ITEM TO BE CONSIDERED

Joint Meeting with the School Board

The Stanly County School Board has requested a joint meeting with the Board of Commissioners to review the School System's strategic plan, current and prior year performance data and proposed operational efficiency plans.

Subject

The proposed dates for a meeting are below:

- February 10
- February 17

The preferred meeting time is during the evening hours.

Requested Action

Consider a joint meeting with the Stanly County School Board and establish a meeting date and time preference.

Signature: Andy Lucas

Dept Central Administration

Date: 1/28/15

Attachments: Yes X no

Review Process

	Approved		Initials
	Yes	No	
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	
County Manager	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

Certification of Action

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

Tyler Brummitt, Clerk to the Board Date



Stanly County Board of Commissioners

Meeting Date: February 2, 2015
 Presenter: Chairman Lowder

5

Consent Agenda | Regular Agenda

Presentation Equipment: Lectern PC* Lectern VCR Lectern DVD Document Camera** Laptop***

Please Provide a Brief Description of your Presentations format: _____

* PC is equipped with Windows XP and Microsoft Office XP (including Word, Excel, and PowerPoint), Internet connectivity and Network connectivity for County Employees.

** If you have need to use the Document Camera and zoom into a particular area, if possible please attach a copy of the document with the area indicated that you need to zoom into. A laser light is available to pinpoint your area of projection.

*** You can bring in a laptop that will allow video out to be connected at the lectern – set display to 60Mhz.

ITEM TO BE CONSIDERED

CONSENT AGENDA

- A. Minutes – Regular meeting of January 20, 2015
- B. Finance – Request acceptance of the Monthly Financial Report for Six Months Ended December 31, 2014
- C. Cooperative Ext. – Request approval for budget amendment # 2015-29
- D. Planning & Zoning – Request approval of the contract to administer the Abandoned Manufactured Home Ordinance for the Town of Red Cross
- E. E911 – Request approval of the interlocal agreement for the Regional Radio System Advisory Council

Subject

Requested Action

Request approval of the above items as presented.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes No x

Review Process

	Approved		Initials
	Yes	No	
Finance Director	—	—	
Budget Amendment Necessary	—	—	
County Attorney	—	—	
County Manager	—	—	
Other:	—	—	

Certification of Action

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

 Tyler Brummitt, Clerk to the Board Date

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 20, 2015**

COMMISSIONERS PRESENT:

Janet K. Lowder, Chairman
Tony Dennis, Vice Chairman
Peter Ascitutto
Joseph Burleson
T. Scott Efir
Bill Lawhon
Gene McIntyre

COMMISSIONERS ABSENT:

None

STAFF PRESENT:

Andy Lucas, County Manager
Jenny Furr, County Attorney
Tyler Brummitt, Clerk

CALL TO ORDER

The Stanly County Board of Commissioners (the "Board") met in regular session on Tuesday, January 20, 2015 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman Lowder called the meeting to order and Commissioner Lawhon gave the invocation and led the pledge of allegiance.

APPROVAL / ADJUSTMENTS TO THE AGENDA

With no amendments to the agenda, Vice Chairman Dennis moved to approve the agenda as presented. His motion was seconded by Commissioner Ascitutto and passed by unanimous vote.

ITEM # 1 – HEALTH DEPARTMENT – BUDGET AMENDMENT # 2015-28**Presenter: Dennis Joyner, Health Director**

Due to a marked increase in the number of both Home Health admissions and therapy visits from the previous year, Board approval was requested to appropriate \$40,000 from the Home Health Fund Balance to the Health Department's budget for FY 2014-15. Medicare and Medicaid are expected to cover these costs, but the funds are needed now in order to make the necessary contract adjustments for the therapists and assistants who provide these services.

By motion, Commissioner Dennis moved to approve budget amendment # 2015-28 as requested and was seconded by Commissioner Ascitutto. Motion carried with a 7 – 0 vote.

ITEM # 2 – FARM SERVICES AGENCY NOMINEE RECOMMENDATIONS

Presenter: Andy Lucas, County Manager

The Stanly County Farm Services Agency sought the Board's input in recommending a nominee(s) to their County Advisory Committee. The nominees provided by the Board will be submitted to the statewide farm services agency who in turn will appoint the new advisor(s) for Stanly County.

Commissioner Lawhon recommended Ms. Doris Herlocker of Herlocker Farms for appointment and Chairman Lowder submitted the name of Mr. Christopher Carrothers.

Board consensus was to submit both names as nominees for the position.

ITEM # 3 – STANLY COUNTY FIBER ASSESSMENT MEETING

Presenter: Andy Lucas, County Manager

The previous Board directed staff to proceed with the development of an RFP to better define the cost of a proposed fiber build to connect the County's new emergency radio system tower sites in Locust, Albemarle and Locust with MCNC's fiber network in Midland. The RFP is almost complete and ready to be put out for bids. However, staff recommended the Board hold a special meeting in order to educate the new Board on the fiber project before proceeding.

Based on the dates proposed for the meeting, Board consensus was to schedule a special meeting for Monday, February 2, 2015 at 10:00 a.m. in the Manager's Conference Room.

ITEM # 4 – CONSENT AGENDA

Presenter: Chairman Lowder

- A. Minutes – Regular meeting of January 5, 2015
- B. Finance – Request approval of the December 2014 refund report from the NC Vehicle Tax System
- C. Sheriff's Office – Request approval of budget amendments # 2015-25
- D. Health Dept. – Request approval of budget amendment # 2015-27

By motion, Commissioner Dennis moved to return to approve the above items as presented and was seconded by Commissioner Ascitutto. Motion passed by unanimous vote.

PUBLIC COMMENT – None

GENERAL COMMENTS & ANNOUNCEMENTS

Commissioner Efird stated that he had the opportunity to attend the Martin Luther King Breakfast the previous weekend where Lieutenant Orlando D. Lilly of the Baltimore County Police Department was the guest speaker. Lieutenant Lilly also noted the absence of youth at the breakfast and reiterated the need to get them more involved in the community.

Chairman Lowder echoed Mr. Efird's comments regarding the breakfast and the need for more youth involvement.

Commissioner Ascutto mentioned the town hall luncheon with the commissioners sponsored by the Senior Center on February 17th. He also attended the Martin Luther King breakfast, a joint meeting with the school board that Commissioner McIntyre and Commissioner Burleson had participated in as well and the Legislative Goals Conference the previous week.

Commissioner Lawhon stated he had attended the Essentials of County Government course as well stating the he enjoyed the class and had received a better understanding of county government. He then noted the EDC meeting scheduled for January 27th at 6 p.m.

Commissioner Dennis and Chairman Lowder wished the County Manager a belated happy birthday.

CLOSED SESSION

Commissioner Efird moved to recess the meeting into closed session to discuss a real estate transaction in accordance with G. S. 143-318.11(a)(5) and a personnel issue in accordance with G. S. 143-318.11(a)(6). The motion was seconded by Commissioner Ascutto and carried by unanimous vote at 7:28 p.m.

ANNOUNCEMENTS

Upon returning to open session, Chairman Lowder presented the following items for Board action:

1. To allow the Health Department to hire a Dentist I position outside of the current pay range.
By motion, Commissioner Efird moved to approve and was seconded by Commissioner McIntyre. Motion passed by unanimous vote.
2. To approve the County Manager's receipt of merit pay in the amount of \$1,500. Commissioner Dennis moved to approve and was seconded by Commissioner McIntyre. Motion carried with a 6 – 0 vote.

3. To approve the acceptance of the Guard Road property from the state by reverter in "as is" condition.

Commissioner Dennis moved to accept the property by reverter "as is" and was seconded by Commissioner Efirm. Motion passed unanimously.

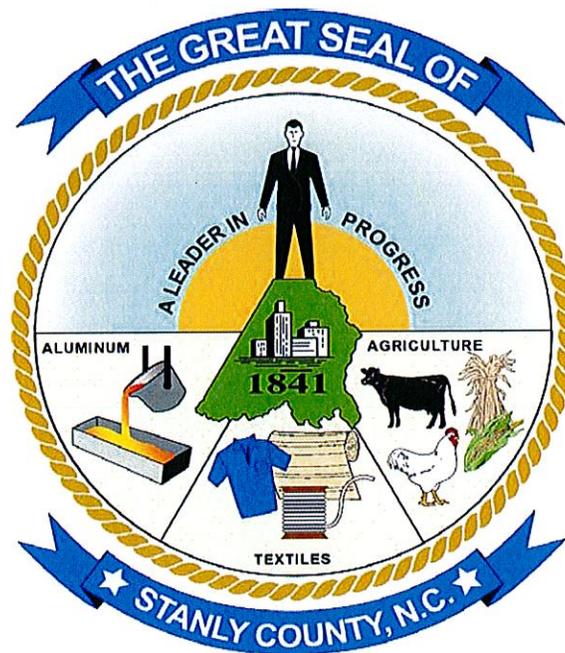
ADJOURN

There being no further discussion, Commissioner Efirm moved to adjourn the meeting and was seconded by Commissioner McIntyre. Motion carried at 8:20 p.m.

Janet K. Lowder, Chairman

Tyler Brummitt, Clerk

***STANLY COUNTY
NORTH CAROLINA
MONTHLY
FINANCIAL REPORT
For Six Months Ended
December 31, 2014***

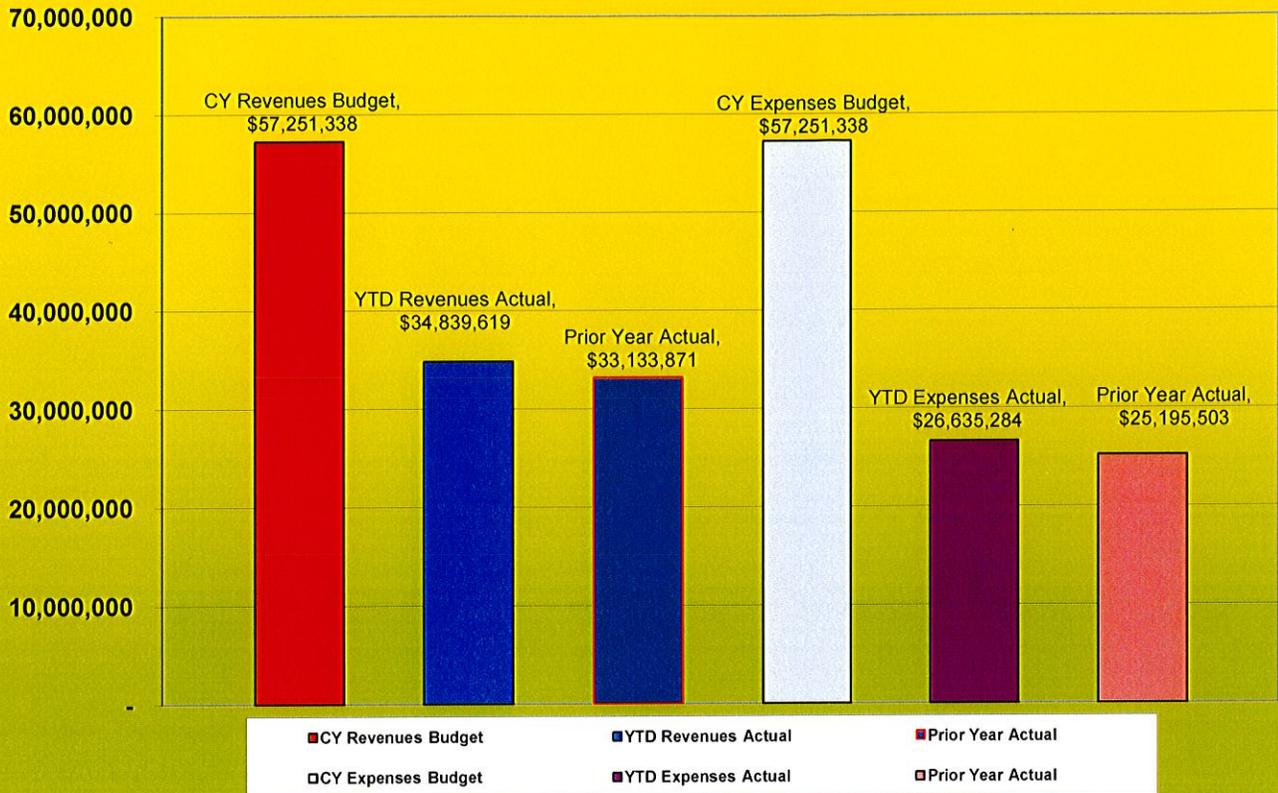


***Prepared and Issued by:
Stanly County Finance Department***

**STANLY COUNTY, NORTH CAROLINA
FISCAL YEAR 2014-2015**

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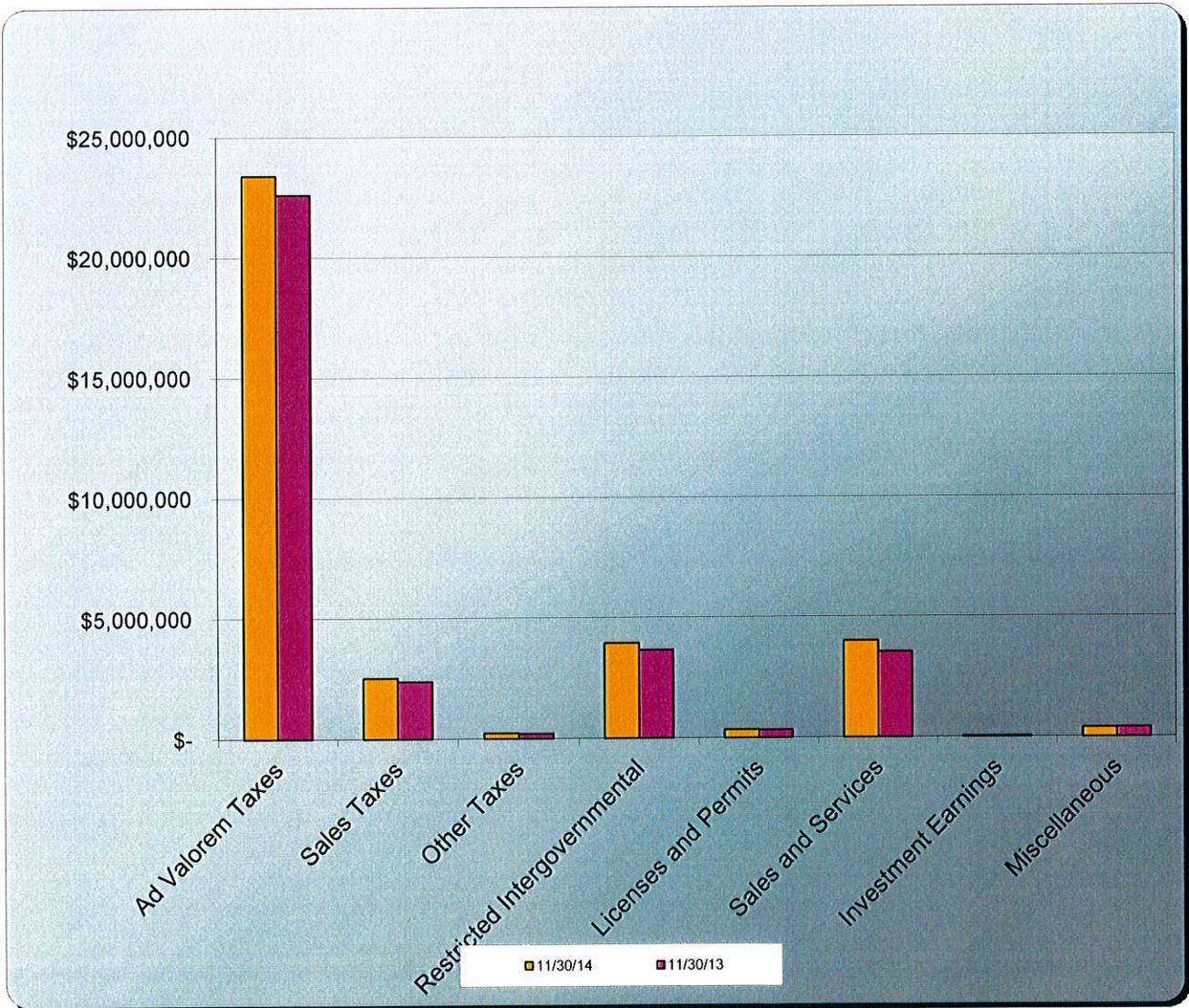
General Fund Revenues and Expenses Actual vs Budget Fiscal Year 2015



Stanly County
General Fund Revenues by Source
For the Six Months Ended December 31, 2014
with Comparative December 31, 2013

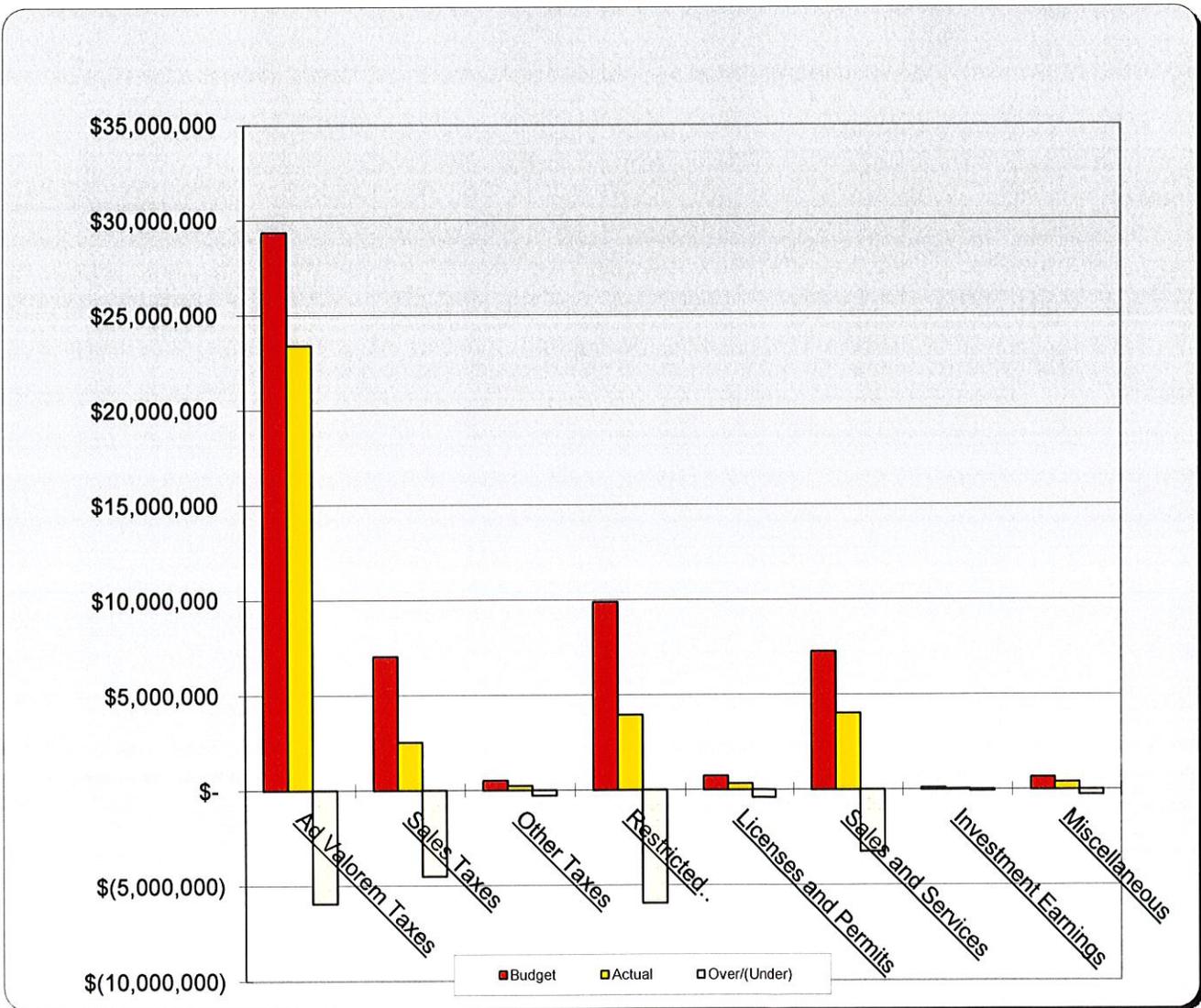
REVENUES:

	<u>11/30/14</u>	<u>11/30/13</u>	<u>Variance</u>	<u>Percent</u>
Ad Valorem Taxes	\$ 23,394,310.17	\$ 22,598,911.68	\$ 795,398.49	103.52%
Sales Taxes	2,517,481.70	2,377,515.30	139,966.40	105.89%
Other Taxes	229,265.17	207,592.45	21,672.72	110.44%
Restricted Intergovernmental	3,940,940.50	3,656,911.85	284,028.65	107.77%
Licenses and Permits	329,586.17	321,029.92	8,556.25	102.67%
Sales and Services	4,009,781.51	3,541,876.04	467,905.47	113.21%
Investment Earnings	35,484.52	35,609.10	(124.58)	99.65%
Miscellaneous	<u>382,768.82</u>	<u>394,425.06</u>	<u>(11,656.24)</u>	<u>97.04%</u>
Totals	<u>\$ 34,839,618.56</u>	<u>\$ 33,133,871.40</u>	<u>\$ 1,705,747.16</u>	<u>105.15%</u>



Stanly County
General Fund Budget by Source Compared to Actual Revenues
For the Six Months Ended December 31, 2014

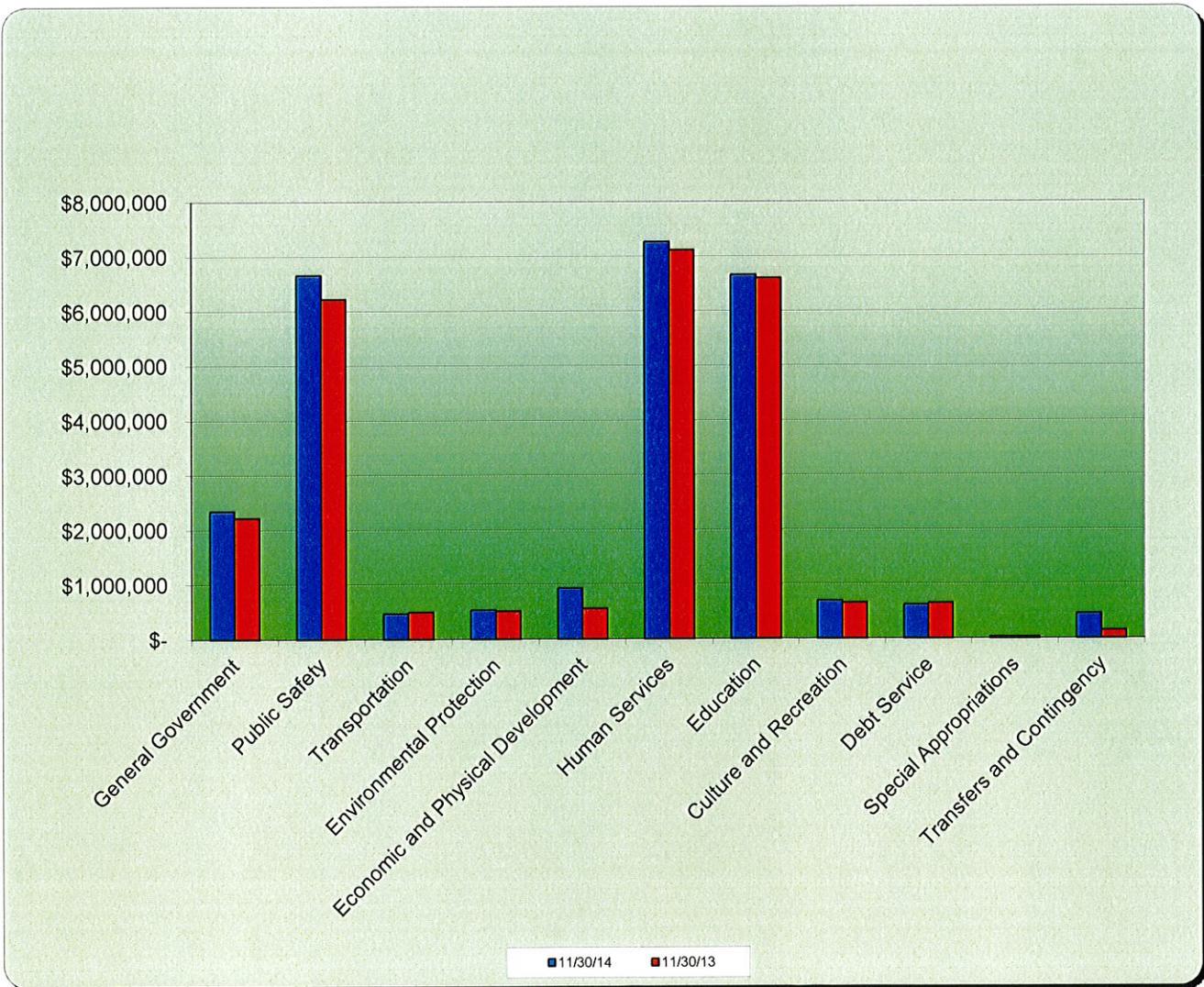
REVENUES:	Amended Budget	Actual	Actual Over/(Under)	Percent Collected
Ad Valorem Taxes	\$ 29,336,360.00	\$ 23,394,310.17	\$ (5,942,049.83)	79.75%
Sales Taxes	7,030,000.00	2,517,481.70	(4,512,518.30)	35.81%
Other Taxes	513,500.00	229,265.17	(284,234.83)	44.65%
Restricted Intergovernmental	9,876,257.00	3,940,940.50	(5,935,316.50)	39.90%
Licenses and Permits	728,450.00	329,586.17	(398,863.83)	45.24%
Sales and Services	7,252,847.00	4,009,781.51	(3,243,065.49)	55.29%
Investment Earnings	90,000.00	35,484.52	(54,515.48)	39.43%
Miscellaneous	647,368.00	382,768.82	(264,599.18)	59.13%
Fund Balance Appropriated	1,776,556.00	-	(1,776,556.00)	0.00%
Totals	\$ 57,251,338.00	\$ 34,839,618.56	\$ (22,411,719.44)	60.85%



Stanly County
General Fund Expenses
For the Six Months Ended December 31, 2014
with Comparative December 31, 2013

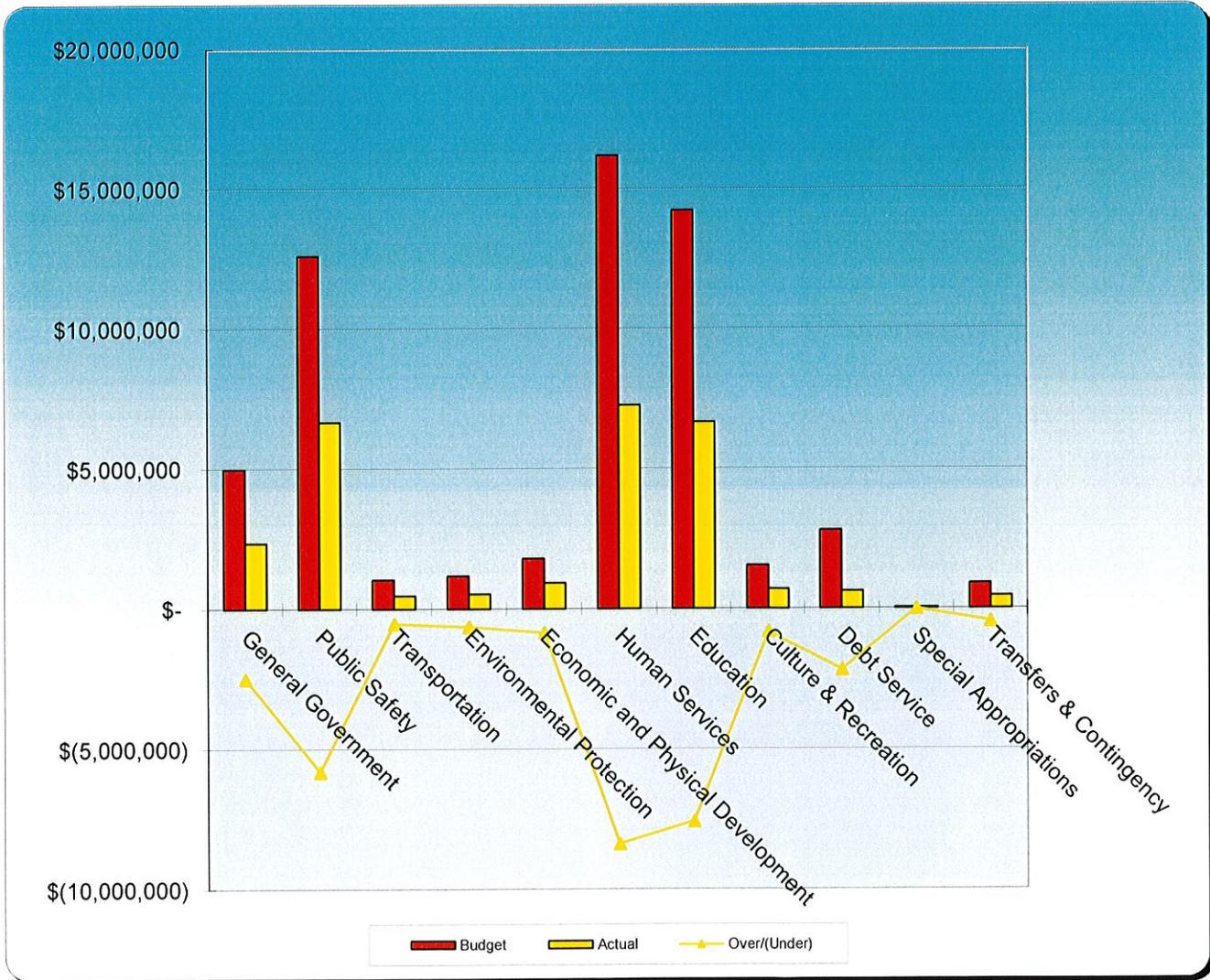
EXPENSES:

	<u>11/30/14</u>	<u>11/30/13</u>	<u>Variance</u>	<u>Percent</u>
General Government	\$ 2,340,602.74	\$ 2,216,543.58	\$ 124,059.16	105.60%
Public Safety	6,661,953.83	6,223,103.85	438,849.98	107.05%
Transportation	464,267.09	494,732.36	(30,465.27)	93.84%
Environmental Protection	529,653.89	509,824.51	19,829.38	103.89%
Economic and Physical Development	929,383.21	559,009.90	370,373.31	166.26%
Human Services	7,266,774.11	7,116,125.84	150,648.27	102.12%
Education	6,659,352.53	6,603,598.00	55,754.53	100.84%
Culture and Recreation	693,938.24	656,657.94	37,280.30	105.68%
Debt Service	614,850.95	646,173.82	(31,322.87)	95.15%
Special Appropriations	25,000.00	25,000.00	-	100.00%
Transfers and Contingency	<u>449,507.77</u>	<u>144,733.50</u>	<u>304,774.27</u>	<u>310.58%</u>
Totals	<u>\$ 26,635,284.36</u>	<u>\$ 25,195,503.30</u>	<u>\$ 1,439,781.06</u>	<u>105.71%</u>



Stanly County
General Fund Budget by Function Compared to Actual Expenses
For the Six Months Ended December 31, 2014

EXPENSES:	Amended Budget	Actual	Over/(Under)	Percent Expended
General Government	\$ 4,978,915.00	\$ 2,340,602.74	\$ (2,485,109.18)	50.09%
Public Safety	12,596,972.00	6,661,953.83	(5,804,631.98)	53.92%
Transportation	1,041,314.00	464,267.09	(521,874.06)	49.88%
Environmental Protection	1,170,726.00	529,653.89	(632,680.17)	45.96%
Economic and Physical Development	1,792,686.00	929,383.21	(845,132.11)	52.86%
Human Services	16,193,828.00	7,266,774.11	(8,373,499.72)	48.29%
Education	14,229,834.00	6,659,352.53	(7,570,481.47)	46.80%
Culture & Recreation	1,535,823.00	693,938.24	(803,222.04)	47.70%
Debt Service	2,790,946.00	614,850.95	(2,176,095.05)	22.03%
Special Appropriations	25,000.00	25,000.00	-	100.00%
Transfers & Contingency	895,294.00	449,507.77	(445,786.23)	50.21%
Totals	\$ 57,251,338.00	\$ 26,635,284.36	\$ (29,658,512.01)	48.20%



Stanly County
Comparative Monthly Financial Report
For the Six Months Ended December 31, 2014

		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
GENERAL FUND 110						
REVENUES:						
Depart 3100-	Ad Valorem Taxes	\$ 29,336,360.00	\$ 23,394,310.17	\$ 5,942,049.83	79.75%	\$ 22,598,911.68
Depart 3200-	Other Taxes	7,543,500.00	2,746,746.87	4,796,753.13	36.41%	2,585,107.75
Depart 3320-	State Shared Revenue	737,252.00	303,486.53	433,765.47	41.16%	338,361.96
Depart 3323-	Court	110,000.00	54,558.27	55,441.73	49.60%	49,720.41
Depart 3330-	Intergovt Chg for Services	165,000.00	138,634.50	26,365.50	84.02%	133,625.75
Depart 3340-	Building Permits	378,707.00	173,837.53	204,869.47	45.90%	161,994.17
Depart 3347-	Register of Deeds	275,750.00	129,342.54	146,407.46	46.91%	130,373.11
Depart 3414-	Tax And Revaluation	1,620.00	1,352.07	267.93	83.46%	1,417.00
Depart 3417-	Election Fees	650.00	390.50	259.50	60.08%	54,265.70
Depart 3431-	Sheriff	588,481.00	479,249.72	109,231.28	81.44%	295,241.15
Depart 3432-	Jail	179,275.00	48,521.53	130,753.47	27.07%	89,513.43
Depart 3433-	Emergency Services	121,707.00	13,073.01	108,633.99	10.74%	13,073.01
Depart 3434-	FIRE	10,000.00	4,300.00	5,700.00	N/A	-
Depart 3437-	EMS-Ambulance	2,310,000.00	1,169,376.24	1,140,623.76	50.62%	977,424.95
Depart 3439-	Emergency 911	2,165.00	626.09	1,538.91	N/A	348.31
Depart 3450-	Transportation	876,938.00	427,620.52	449,317.48	48.76%	407,736.17
Depart 3471-	Solid Waste	965,000.00	730,800.93	234,199.07	75.73%	705,533.66
Depart 3490-	Central Permitting	10,000.00	4,661.48	5,338.52	46.61%	4,250.17
Depart 3491-	Planning and Zoning	91,800.00	21,735.25	70,064.75	23.68%	31,597.41
Depart 3492-	Rocky River RPO	115,618.00	47,978.00	67,640.00	41.50%	44,936.00
Depart 3494-	EDC	-	-	-	N/A	-
Depart 3495-	Cooperative Extension	41,574.00	27,380.13	14,193.87	65.86%	18,556.41
Depart 3500-	Health Department	3,735,159.00	1,695,878.01	2,039,280.99	45.40%	1,432,325.10
Depart 3523-	Juvenile Justice	103,270.00	58,743.00	44,527.00	56.88%	46,386.00
Depart 3530-	Social Services	6,457,912.00	2,489,335.02	3,968,576.98	38.55%	2,369,504.75
Depart 3538-	Senior Services	140,080.00	71,460.05	68,619.95	51.01%	64,449.06
Depart 3586-	Aging Services	631,176.00	223,309.46	407,866.54	35.38%	240,267.98
Depart 3587-	Veteran Service	-	-	-	N/A	-
Depart 3611-	Stanly County Library	155,700.00	72,124.22	83,575.78	46.32%	70,341.86
Depart 3613-	Recreation Plan	-	-	-	N/A	-
Depart 3614-	Historical Preservation	-	-	-	N/A	-
Depart 3616-	Civic Center	50,000.00	21,832.65	28,167.35	43.67%	21,195.75
Depart 3831-	Investments	90,000.00	35,484.52	54,515.48	39.43%	35,609.10
Depart 3834-	Rent Income	224,267.00	112,543.68	111,723.32	50.18%	105,270.39
Depart 3835-	Sale of Surplus Property	15,000.00	19,398.22	(4,398.22)	129.32%	3,068.35
Depart 3838-	Loan Proceeds	-	-	-	N/A	-
Depart 3839-	Miscellaneous	350,608.00	121,527.85	229,080.15	34.66%	103,464.86
Depart 3980-	Transfer From Other Funds	-	-	-	N/A	-
Depart 3991-	Fund Balance	1,436,769.00	-	1,436,769.00	N/A	-
TOTAL REVENUES		57,251,338.00	34,839,618.56	22,411,719.44	60.85%	33,133,871.40
GENERAL FUND 110						
EXPENSES:						
Depart 4110-	Governing Body	225,284.00	103,695.50	121,588.50	46.03%	99,792.53
Depart 4120-	Administration	403,043.00	200,986.56	202,056.44	49.87%	194,204.80
Depart 4130-	Finance	429,170.00	196,006.44	233,163.56	45.67%	204,659.54
Depart 4141-	Tax Assessor	809,607.00	380,246.28	429,360.72	46.97%	390,412.03
Depart 4143-	Tax Revaluation	348,646.00	178,945.18	169,688.91	51.33%	152,098.66
Depart 4155-	Attorney	156,750.00	76,553.15	80,196.85	48.84%	74,150.08
Depart 4160-	Clerk	10,252.00	4,965.47	4,493.53	56.17%	2,968.36
Depart 4163-	Judge's Office	6,050.00	2,305.38	1,148.62	81.01%	374.62
Depart 4164-	District Attorney	-	-	-	N/A	-
Depart 4170-	Elections	497,556.00	216,265.04	185,757.87	62.67%	176,050.17
Depart 4180-	Register of Deeds	321,356.00	127,545.74	193,481.26	39.79%	127,560.25
Depart 4210-	Info Technology	653,087.00	343,806.39	308,722.98	52.73%	336,362.95
Depart 4260-	Facilities Management	1,118,114.00	509,281.61	555,449.94	50.32%	457,909.59
Total General Government		4,978,915.00	2,340,602.74	2,485,109.18	50.09%	2,216,543.58

* Y-T-D Transactions column does not include encumbrances.

Stanly County
Comparative Monthly Financial Report
For the Six Months Ended December 31, 2014

		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
Depart 4310-	Sheriff	6,746,469.00	3,588,208.26	3,076,273.65	54.40%	3,328,280.21
Depart 4321-	Juvenile Justice	192,570.00	107,271.31	85,298.69	55.71%	91,790.09
Depart 4325	Criminal Justice Partnership	-	-	-	N/A	-
Depart 4326	JCPC	-	-	-	N/A	-
Depart 4330-	Emergency Services	3,807,103.00	2,023,422.01	1,758,414.37	53.81%	1,940,084.38
Depart 4350-	Inspections	316,258.00	162,652.38	153,605.62	51.43%	177,953.51
Depart 4360-	Medical Examiner	25,000.00	9,200.00	15,800.00	36.80%	9,150.00
Depart 4380-	Animal Control	424,603.00	222,925.54	188,502.46	55.61%	139,075.07
Depart 4395-	911 Emergency	1,084,969.00	548,274.33	526,737.19	51.45%	536,770.59
	Total Public Safety	12,596,972.00	6,661,953.83	5,804,631.98	53.92%	6,223,103.85
Depart 4540-	Total Transportation	1,041,314.00	464,267.09	521,874.06	49.88%	494,732.36
Depart 4710-	Solid Waste	990,944.00	448,333.08	534,218.98	46.09%	427,191.46
Depart 4750-	Fire Forester	85,925.00	34,207.46	51,717.54	39.81%	29,137.89
Depart 4960-	Soil & Water Conservation	93,857.00	47,113.35	46,743.65	50.20%	53,495.16
	Total Environmental Protection	1,170,726.00	529,653.89	632,680.17	45.96%	509,824.51
Depart 4902-	Economic Development	745,297.00	477,380.32	267,916.68	64.05%	138,690.51
Depart 4905-	Occupancy Tax	172,500.00	88,928.89	83,571.11	51.55%	62,066.33
Depart 4910-	Planning and Zoning	289,264.00	127,416.54	143,676.78	50.33%	125,196.09
Depart 4911-	Central Permitting	192,695.00	83,045.82	109,649.18	43.10%	84,603.98
Depart 4912-	Rocky River RPO	115,618.00	56,413.28	59,204.72	48.79%	53,268.48
Depart 4950-	Cooperative Extension	277,312.00	96,198.36	181,113.64	34.69%	95,184.51
	Total Economic Development	1,792,686.00	929,383.21	845,132.11	52.86%	559,009.90
Depart 5100-	Health Department	5,061,307.00	2,438,437.99	2,290,738.89	54.74%	2,334,488.31
Depart 5210-	Piedmont Mental Health	204,160.00	101,317.82	102,842.18	49.63%	99,380.08
Depart 5300-	Dept of Social Services	9,482,194.00	4,113,752.30	5,319,762.98	43.90%	4,084,155.26
Depart 5380-	Aging Services	1,005,158.00	410,350.32	429,689.79	57.25%	386,693.12
Depart 5381-	Senior Center	379,133.00	171,425.34	200,320.22	47.16%	181,321.58
Depart 5820-	Veterans	61,876.00	31,490.34	30,145.66	51.28%	30,087.49
	Total Human Services	16,193,828.00	7,266,774.11	8,373,499.72	48.29%	7,116,125.84
Depart 5910-	Stanly BOE	12,732,336.00	5,924,062.18	6,808,273.82	46.53%	5,873,762.95
Depart 5920-	Stanly Community College	1,497,498.00	735,290.35	762,207.65	49.10%	729,835.05
	Total Education	14,229,834.00	6,659,352.53	7,570,481.47	46.80%	6,603,598.00
Depart 6110-	Stanly Library	1,224,028.00	547,456.11	642,471.39	47.51%	534,964.11
Depart 6160-	Agri Center	311,795.00	146,482.13	160,750.65	48.44%	121,693.83
	Total Culture and Recreation	1,535,823.00	693,938.24	803,222.04	47.70%	656,657.94
Depart 9000-	Total Special Appropriations	25,000.00	25,000.00	-	100.00%	25,000.00
Depart 9100-	Total Debt Service	2,790,946.00	614,850.95	2,176,095.05	22.03%	646,173.82
Depart 9800-	Transfers	735,294.00	449,507.77	285,786.23	61.13%	144,733.50
Depart 9910-	Contingency	160,000.00	-	160,000.00	0.00%	-
	Total Transfers and Contingency	895,294.00	449,507.77	445,786.23	50.21%	144,733.50
	TOTAL EXPENSES	57,251,338.00	26,635,284.36	29,658,512.01	48.20%	25,195,503.30
	OVER (UNDER) REVENUES	\$ -	\$ 8,204,334.20	\$ (7,246,792.57)	N/A	\$ 7,938,368.10

Stanly County
Comparative Monthly Financial Report
For the Six Months Ended December 31, 2014

		<u>AMENDED BUDGET</u>	<u>*Y-T-D TRANSACTIONS</u>	<u>UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING</u>	<u>% COLLECTED OR EXPENDED</u>	<u>LAST YEAR'S Y-T-D TRANSACTIONS</u>
EMERGENCY TELEPHONE E-911 260						
REVENUES:						
Depart 3439-	Surcharge	\$ 287,863.00	\$ 119,942.85	\$ 167,920.15	41.67%	\$ 290,156.69
Depart 3831-	Investment Earnings	-	285.21	(285.21)	N/A	298.60
Depart 3991-	Fund Balance	134,286.00	-	134,286.00	N/A	-
TOTAL REVENUES		<u>422,149.00</u>	<u>120,228.06</u>	<u>301,920.94</u>	<u>28.48%</u>	<u>290,455.29</u>
EXPENSES:						
Depart 4396-	E-911 Operations	422,149.00	147,680.37	257,101.69	39.10%	317,508.71
TOTAL EXPENSES		<u>422,149.00</u>	<u>147,680.37</u>	<u>257,101.69</u>	<u>39.10%</u>	<u>317,508.71</u>
OVER (UNDER) REVENUES		<u>\$ -</u>	<u>\$ (27,452.31)</u>	<u>\$ 44,819.25</u>	<u>N/A</u>	<u>\$ (27,053.42)</u>
FIRE DISTRICTS 295						
REVENUES:						
Depart 3100-	Ad Valorem Taxes	\$ 2,299,604.00	\$ 1,792,404.42	\$ 507,199.58	77.94%	\$ 1,583,800.95
TOTAL REVENUES		<u>2,299,604.00</u>	<u>1,792,404.42</u>	<u>507,199.58</u>	<u>77.94%</u>	<u>1,583,800.95</u>
EXPENSES:						
Depart 4100-	Comm 1.5 % Admin	27,500.00	27,529.68	(29.68)	100.11%	22,455.14
Depart 4340-	Fire Service	2,272,104.00	1,402,933.96	869,170.04	61.75%	1,274,960.57
TOTAL EXPENSES		<u>2,299,604.00</u>	<u>1,430,463.64</u>	<u>869,140.36</u>	<u>62.20%</u>	<u>1,297,415.71</u>
OVER (UNDER) REVENUES		<u>\$ -</u>	<u>\$ 361,940.78</u>	<u>\$ (361,940.78)</u>	<u>N/A</u>	<u>\$ 286,385.24</u>
GREATER BADIN OPERATING 611						
REVENUES:						
Depart 3710-	Operating Revenues	\$ 425,427.00	\$ 214,640.24	\$ 210,786.76	50.45%	\$ 193,319.79
Depart 3991-	Fund Balance Appropriated	25,064.00	-	25,064.00	N/A	-
TOTAL REVENUES		<u>450,491.00</u>	<u>214,640.24</u>	<u>235,850.76</u>	<u>47.65%</u>	<u>193,319.79</u>
EXPENSES:						
Depart 7110-	Administration	90,400.00	34,513.16	55,886.84	38.18%	32,824.50
Depart 7120-	Operations	335,027.00	200,352.50	131,117.40	60.86%	181,105.60
Depart 9800-	Transfer to Other Funds	25,064.00	-	25,064.00	0.00%	-
TOTAL EXPENSES		<u>450,491.00</u>	<u>234,865.66</u>	<u>212,068.24</u>	<u>52.93%</u>	<u>213,930.10</u>
OVER (UNDER) REVENUES		<u>\$ -</u>	<u>\$ (20,225.42)</u>	<u>\$ 23,782.52</u>	<u>N/A</u>	<u>\$ (20,610.31)</u>
PINEY POINT OPERATING 621						
REVENUES:						
Depart 3710-	Operating Revenues	\$ 133,700.00	\$ 65,331.72	\$ 68,368.28	48.86%	\$ 62,797.55
TOTAL REVENUES		<u>133,700.00</u>	<u>65,331.72</u>	<u>68,368.28</u>	<u>48.86%</u>	<u>62,797.55</u>
EXPENSES:						
Depart 7110-	Administration	75,000.00	37,500.00	37,500.00	50.00%	37,500.00
Depart 7120-	Operations	58,700.00	23,194.16	35,505.84	39.51%	18,287.41
TOTAL EXPENSES		<u>133,700.00</u>	<u>60,694.16</u>	<u>73,005.84</u>	<u>45.40%</u>	<u>55,787.41</u>
OVER (UNDER) REVENUES		<u>\$ -</u>	<u>\$ 4,637.56</u>	<u>\$ (4,637.56)</u>	<u>N/A</u>	<u>\$ 7,010.14</u>

Stanly County
Comparative Monthly Financial Report
For the Six Months Ended December 31, 2014

		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
WEST STANLY WWTP 631						
REVENUES:						
Depart 3710-	Grants	\$ -	\$ -	\$ -	N/A	\$ -
Depart 3712-	Operating Revenues	479,000.00	263,227.02	215,772.98	54.95%	-
Depart 3980-	Transfer From Other Funds	85,000.00	-	85,000.00	N/A	-
	TOTAL REVENUES	564,000.00	263,227.02	300,772.98	46.67%	-
EXPENSES:						
Depart 7110-	Administration	267,000.00	156,250.00	110,750.00	58.52%	-
Depart 7120-	Operations	297,000.00	166,015.29	128,284.71	56.81%	-
Depart 9800-	Transfers	-	-	-	N/A	-
	TOTAL EXPENSES	564,000.00	322,265.29	239,034.71	57.62%	-
	OVER (UNDER) REVENUES	\$ -	\$ (59,038.27)	\$ 61,738.27	N/A	\$ -
STANLY COUNTY UTILITY 641						
REVENUES:						
Depart 3710-	Grants	\$ -	\$ -	\$ -	N/A	\$ -
Depart 3712-	Operating Revenues	2,697,327.00	1,494,144.01	1,203,182.99	55.39%	1,164,217.43
	TOTAL REVENUES	2,697,327.00	1,494,144.01	1,203,182.99	55.39%	1,164,217.43
EXPENSES:						
Depart 7110-	Administration	401,685.00	203,077.05	197,887.95	50.74%	195,896.65
Depart 7120-	Operations	2,295,642.00	1,344,789.76	941,950.05	58.97%	999,292.43
	TOTAL EXPENSES	2,697,327.00	1,547,866.81	1,139,838.00	57.74%	1,195,189.08
	OVER (UNDER) REVENUES	\$ -	\$ (53,722.80)	\$ 63,344.99	N/A	\$ (30,971.65)
AIRPORT OPERATING FUND 671						
REVENUES:						
Depart 3453-	Airport Operating	\$ 606,550.00	\$ 240,331.14	\$ 366,218.86	39.62%	\$ 230,194.61
Depart 3980-	Transfer from General Fund	245,294.00	122,647.00	122,647.00	50.00%	144,733.50
	TOTAL REVENUES	851,844.00	362,978.14	488,865.86	42.61%	374,928.11
EXPENSES:						
Depart 4530-	Airport Operating	851,844.00	374,332.66	464,772.95	45.44%	372,588.10
	TOTAL EXPENSES	851,844.00	374,332.66	464,772.95	45.44%	372,588.10
	OVER (UNDER) REVENUES	\$ -	\$ (11,354.52)	\$ 24,092.91	N/A	\$ 2,340.01
GROUP HEALTH & WORKERS' COMPENSATION 680						
REVENUES:						
Depart 3428-	Group Health Fees	\$ 5,265,763.00	\$ 2,504,198.09	\$ 2,761,564.91	47.56%	\$ 2,263,735.38
Depart 3430-	Workers Compensation	499,742.00	493,857.94	5,884.06	98.82%	471,156.19
	TOTAL REVENUES	5,765,505.00	2,998,056.03	2,767,448.97	52.00%	2,734,891.57
EXPENSES:						
Depart 4200-	Group Health Costs	5,265,763.00	2,445,728.56	\$ 2,820,034.44	46.45%	2,089,520.48
Depart 4220-	Workers Compensation	499,742.00	580,779.79	(81,037.79)	116.22%	559,721.40
	TOTAL EXPENSES	5,765,505.00	3,026,508.35	2,738,996.65	52.49%	2,649,241.88
	OVER (UNDER) REVENUES	\$ -	\$ (28,452.32)	\$ 28,452.32	N/A	\$ 85,649.69

Stanly County
Comparative Monthly Financial Report
Project Funds
For the Six Months Ended December 31, 2014

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
Tarheel Challenge Academy 212				
<i>REVENUES:</i>				
Depart 3590-	Education	\$ 3,092,000.00	\$ 3,092,000.00	\$ -
	TOTAL REVENUES	<u>3,092,000.00</u>	<u>3,092,000.00</u>	<u>-</u>
<i>EXPENSES:</i>				
Depart 5910-	Public Schools	3,092,000.00	430,235.94	2,661,764.06
	TOTAL EXPENSES	<u>3,092,000.00</u>	<u>430,235.94</u>	<u>2,661,764.06</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 2,661,764.06</u>	<u>\$ (2,661,764.06)</u>
Emergency Radio System Project 213				
<i>REVENUES:</i>				
Depart 3980-	Transfer From Other Funds	\$ 7,502,941.00	\$ 8,384,793.97	\$ (881,852.97)
	TOTAL REVENUES	<u>7,502,941.00</u>	<u>8,384,793.97</u>	<u>(881,852.97)</u>
<i>EXPENSES:</i>				
Depart 4396-	911 Operations	7,502,941.00	7,476,886.80	26,054.20
	TOTAL EXPENSES	<u>7,502,941.00</u>	<u>7,476,886.80</u>	<u>26,054.20</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 907,907.17</u>	<u>\$ (907,907.17)</u>
Stanly Community College Cosmetology Project 214				
<i>REVENUES:</i>				
Depart 3590-	Education	\$ 15,750.00	\$ -	\$ 15,750.00
	TOTAL REVENUES	<u>15,750.00</u>	<u>-</u>	<u>15,750.00</u>
<i>EXPENSES:</i>				
Depart 5920-	Stanly Community College	15,750.00	15,551.58	198.42
	TOTAL EXPENSES	<u>15,750.00</u>	<u>15,551.58</u>	<u>198.42</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (15,551.58)</u>	<u>\$ 15,551.58</u>
Livestock Arena Construction Project 215				
<i>REVENUES:</i>				
Depart 3980-	Transfer from Other Funds	\$ 75,000.00	\$ -	\$ 75,000.00
	TOTAL REVENUES	<u>75,000.00</u>	<u>-</u>	<u>75,000.00</u>
<i>EXPENSES:</i>				
Depart 6160-	Agri-Civic Center	75,000.00	-	75,000.00
	TOTAL EXPENSES	<u>75,000.00</u>	<u>-</u>	<u>75,000.00</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
COMMUNITY GRANT (Single Family) 254				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 193,087.00	\$ 240,785.74	\$ (47,698.74)
	TOTAL REVENUES	<u>193,087.00</u>	<u>240,785.74</u>	<u>(47,698.74)</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	193,087.00	225,332.12	(32,245.12)
	TOTAL EXPENSES	<u>193,087.00</u>	<u>225,332.12</u>	<u>(32,245.12)</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 15,453.62</u>	<u>\$ (15,453.62)</u>

Stanly County
Comparative Monthly Financial Report
Project Funds
For the Six Months Ended December 31, 2014

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
COMMUNITY GRANT (Urgent Repair Program) 255				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 75,000.00	\$ 75,000.00	-
Depart 3831-	Investment Earning	-	205.94	(205.94)
	TOTAL REVENUES	<u>75,000.00</u>	<u>75,205.94</u>	<u>(205.94)</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	75,000.00	66,551.47	8,448.53
	TOTAL EXPENSES	<u>75,000.00</u>	<u>66,551.47</u>	<u>8,448.53</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 8,654.47</u>	<u>\$ (8,654.47)</u>
COMMUNITY GRANT (2011 Infrastructure) 256				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 75,000.00	\$ 75,000.00	\$ -
	TOTAL REVENUES	<u>75,000.00</u>	<u>75,000.00</u>	<u>-</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	75,000.00	75,000.00	-
	TOTAL EXPENSES	<u>75,000.00</u>	<u>75,000.00</u>	<u>-</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
COMMUNITY GRANT (2012 CDBG Scattered Site) 257				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 225,000.00	\$ 49,329.87	\$ 175,670.13
	TOTAL REVENUES	<u>225,000.00</u>	<u>49,329.87</u>	<u>175,670.13</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	225,000.00	52,579.37	172,420.63
	TOTAL EXPENSES	<u>225,000.00</u>	<u>52,579.37</u>	<u>172,420.63</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (3,249.50)</u>	<u>\$ 3,249.50</u>
COMMUNITY GRANT (2013 Urgent Repair Grant) 258				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 75,000.00	\$ 37,500.00	37,500.00
Depart 3831-	Investment Earning	-	98.33	(98.33)
	TOTAL REVENUES	<u>75,000.00</u>	<u>37,598.33</u>	<u>37,401.67</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	75,000.00	64,400.00	10,600.00
	TOTAL EXPENSES	<u>75,000.00</u>	<u>64,400.00</u>	<u>10,600.00</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (26,801.67)</u>	<u>\$ 26,801.67</u>
COMMUNITY GRANT (2014 Urgent Repair Grant) 259				
<i>REVENUES:</i>				
Depart 3493-	Grant	100,000.00	50,028.12	49,971.88
	TOTAL REVENUES	<u>100,000.00</u>	<u>50,028.12</u>	<u>49,971.88</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	100,000.00	-	100,000.00
	TOTAL EXPENSES	<u>100,000.00</u>	<u>-</u>	<u>100,000.00</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 50,028.12</u>	<u>\$ (50,028.12)</u>

Stanly County
Comparative Monthly Financial Report
Project Funds
For the Six Months Ended December 31, 2014

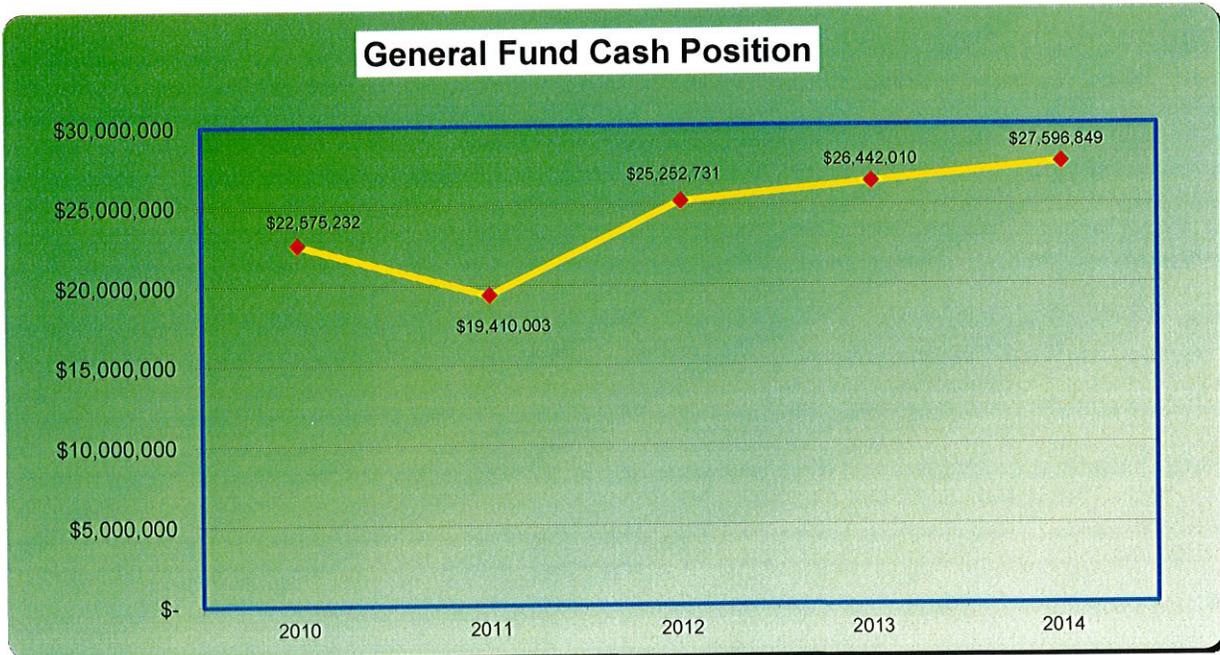
		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
Badin Water Rehab Part A 612				
REVENUES:				
Depart 3710-	Water & Sewer	\$ 2,723,800.00	\$ -	\$ 2,723,800.00
Depart 3980-	Transfer	25,064.00	-	25,064.00
	TOTAL REVENUES	2,748,864.00	-	2,748,864.00
EXPENSES:				
Depart 7120-	Water Systems	2,748,864.00	2,207.93	\$ 2,746,456.07
	TOTAL EXPENSES	2,748,864.00	2,207.93	2,746,456.07
	OVER (UNDER) REVENUES	\$ -	\$ (2,207.93)	\$ 2,207.93
Badin Water Rehab Part B 613				
REVENUES:				
Depart 3710-	Water & Sewer	\$ 5,165,924.00	\$ -	\$ 5,165,924.00
	TOTAL REVENUES	5,165,924.00	-	5,165,924.00
EXPENSES:				
Depart 7120-	Water Systems	5,165,924.00	472.00	\$ 5,165,452.00
	TOTAL EXPENSES	5,165,924.00	472.00	5,165,452.00
	OVER (UNDER) REVENUES	\$ -	\$ (472.00)	\$ 472.00
UTILTIY HWY 200 WATER PROJECT 656				
REVENUES:				
Depart 3720-	Commercial Loan	\$ 1,500,000.00	\$ -	\$ 1,500,000.00
Depart 3980-	Transfer	156,500.00	156,500.00	-
	TOTAL REVENUES	1,656,500.00	156,500.00	1,500,000.00
EXPENSES:				
Depart 7120-	Water Systems	1,656,500.00	159,673.63	\$ 1,496,826.37
	TOTAL EXPENSES	1,656,500.00	159,673.63	1,496,826.37
	OVER (UNDER) REVENUES	\$ -	\$ (3,173.63)	\$ 3,173.63
CARRIKER ROAD WATER EXTN PROJECT 658				
REVENUES:				
Depart 3980-	Transfer	\$ 223,065.00	\$ 20,493.40	\$ 202,571.60
	TOTAL REVENUES	223,065.00	20,493.40	202,571.60
EXPENSES:				
Depart 7120-	Water Systems	223,065.00	189,518.54	\$ 33,546.46
	TOTAL EXPENSES	223,065.00	189,518.54	33,546.46
	OVER (UNDER) REVENUES	\$ -	\$ (169,025.14)	\$ 169,025.14
Cottonville Rd Waterline Relocat 659				
REVENUES:				
Depart 3710-	Water & Sewer	\$ 69,134.00	\$ -	\$ 69,134.00
	TOTAL REVENUES	69,134.00	-	69,134.00
EXPENSES:				
Depart 7120-	Water Systems	69,134.00	-	\$ 69,134.00
	TOTAL EXPENSES	69,134.00	-	69,134.00
	OVER (UNDER) REVENUES	\$ -	\$ -	\$ -

Stanly County
 Comparative Monthly Financial Report
 Project Funds
 For the Six Months Ended December 31, 2014

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
AIRPORT RUNWAY EXTN DESIGN PROJECT 676				
<i>REVENUES:</i>				
Depart 3453-	Grants	\$ 1,031,223.00	\$ 338,779.65	\$ 692,443.35
Depart 3980-	Transfer from Other Funds	296,000.00	235,410.56	60,589.44
	TOTAL REVENUES	<u>1,327,223.00</u>	<u>574,190.21</u>	<u>753,032.79</u>
<i>EXPENSES:</i>				
Depart 4531-	Terminal Improvement	1,327,223.00	575,519.96	751,703.04
	TOTAL EXPENSES	<u>1,327,223.00</u>	<u>575,519.96</u>	<u>751,703.04</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (1,329.75)</u>	<u>\$ 1,329.75</u>
AWOS & ILS UPGRADE PROJECT 679				
<i>REVENUES:</i>				
Depart 3453-	Grants	\$ 112,500.00	\$ 70,703.31	\$ 41,796.69
Depart 3980-	Transfer from Other Funds	12,500.00	9,505.47	2,994.53
	TOTAL REVENUES	<u>125,000.00</u>	<u>80,208.78</u>	<u>44,791.22</u>
<i>EXPENSES:</i>				
Depart 4530-	AWOS & ILS Upgrade	125,000.00	115,663.69	9,336.31
	TOTAL EXPENSES	<u>125,000.00</u>	<u>115,663.69</u>	<u>9,336.31</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (35,454.91)</u>	<u>\$ 35,454.91</u>

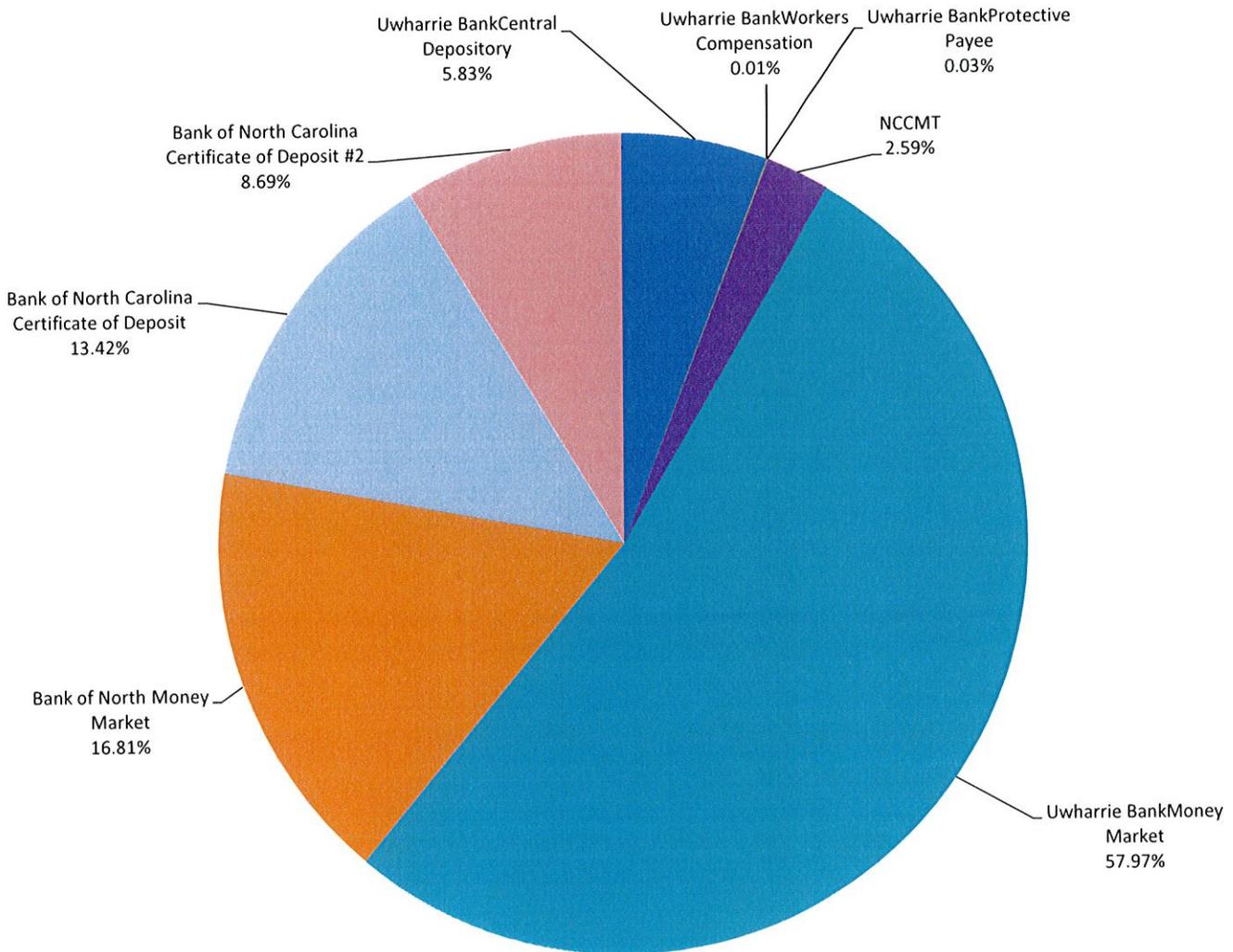
Stanly County
Comparative Cash Position Report
December 31, 2014 Compared with December 31, 2013

	Current 12/31/2014	Prior 12/30/2013	Increase (Decrease)
110 General Fund	\$ 27,596,849.45	\$ 26,442,010.24	\$ 1,154,839.21
212 Tarheel Challenge Academy	2,661,764.06	1,545,880.22	1,115,883.84
213 Emergency Radio System Project	907,907.17	-	907,907.17
214 SCC Cosmetology Project	(15,551.58)	-	(15,551.58)
215 Livestock	-	-	-
239 Duke Help	-	-	-
254 Community Grant (CDBG) Single Family Rehab 2011	15,453.62	705.08	14,748.54
255 Community Grant (CDBG) 2011 Urgent Repair	8,654.47	30,166.18	(21,511.71)
256 Community Grant (CDBG) 2011 Infrastructure	-	(23,626.41)	23,626.41
257 Community Grant (CDBG) 2012 CDBG Scattered Site	(3,249.50)	(4,547.55)	1,298.05
258 Community Grant (CDBG) 2013 Urgent Repair Grant	(26,801.67)	37,523.47	(64,325.14)
259 Community Grant (CDBG) 2014 Urgent Repair Grant	50,028.12	-	50,028.12
260 Emergency Telephone E-911	237,170.87	230,176.48	6,994.39
295 Fire Districts	362,027.12	286,383.19	75,643.93
611 Greater Badin Operating	263,286.36	264,218.33	(931.97)
612 Badin Water Rehab Part A	(2,207.93)	-	(2,207.93)
613 Badin Water Rehab Part B	(472.00)	-	(472.00)
621 Piney Point Operating	234,659.99	222,453.06	12,206.93
631 West Stanly WWTP	(111,111.40)	-	(111,111.40)
641 Utility Operating	932,810.47	753,859.20	178,951.27
656 Utility- Hwy 200 Water Project	(3,173.63)	(3,173.63)	-
658 Utility- Carriker Road Water Extn Project	(169,025.14)	-	(169,025.14)
671 Airport Operating	30,962.81	32,085.87	(1,123.06)
676 Airport Runway Extn	(1,329.75)	(238,271.00)	236,941.25
678 Airport Runway Pavement	-	176,374.85	(176,374.85)
679 AWOS & ILS Upgrade Project	(35,454.91)	(42,105.91)	6,651.00
680 Group Health Fund	3,231,615.76	2,686,814.52	544,801.24
710 Protective Payee	-	-	-
720 Fines & Forfeiture Agency	-	-	-
730 Deed of Trust Fund	2,938.80	2,994.60	(55.80)
740 Sheriff Court Executions	270.11	(243.89)	514.00
760 City and Towns Property Tax	1,257,178.54	1,086,681.33	170,497.21
	<u>\$ 37,425,200.21</u>	<u>\$ 33,486,358.23</u>	<u>\$ 3,938,841.98</u>



**Stanly County
Investment Report
For the Six Months Ended December 31, 2014**

BANK:	Balance per Bank at 12/31/14	% of investment	Purchase Date	Maturity Date	% Yield	Time of Certificate of Deposit
Uwharrie BankCentral Depository	\$ 2,083,051.39	5.83%			0.06%	
Uwharrie BankWorkers Compensation	5,000.00	0.01%			N/A	
Uwharrie BankProtective Payee	9,087.02	0.03%			N/A	
NCCMT	924,151.06	2.59%			0.01%	
Uwarrie BankMoney Market	18,795,502.94	52.63%			0.15%	
Bank of North Money Market	6,002,007.20	16.81%			0.20%	
Bank of North Carolina Certificate of Deposit	4,793,087.55	13.42%	9/15/2014	3/15/2015	0.58%	6 months
Bank of North Carolina Certificate of Deposit #2	3,102,342.91	8.69%	10/10/2014	4/10/2015	0.58%	6 months
Totals	\$ 35,714,230.07					



Stanly County
Fund Balance Calculation
As of December 2014

Available Fund Balance

Cash & Investments	\$	27,601,228
Liabilities (w/out deferred revenue)		1,183,198
Deferred Revenue (from cash receipts)		15,690
Encumbrances		957,542
Due to Other Governments		16,555
		16,555
 Total Available	 \$	 25,428,243

General Fund Expenditures

Expenditures	\$	57,251,338
Transfers Out to Other Funds		735,294
		735,294
 Total Expenditures	 \$	 57,986,632

Total Available for Appropriation

Total Available	\$	25,428,243
Total Expenditures		57,986,632

Available for Appropriation		43.85%
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STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2015:

To amend the General Fund, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4950	298.500	Pesticide Recycling Expense	\$ -	\$ 5,244	\$ 5,244
TOTALS			\$ -	\$ 5,244	\$ 5,244

This budget amendment is justified as follows:

To utilize grant funds received from the NC Department of Ag & Consumer Sciences-Pesticide Division to purchase a larger container for purposes of recycling pesticide containers, information sign and installation materials. A limited number of jet rince spray nozzles will be purchased and distributed.

This will result in a net increase of \$ 5,244 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.3495	330.63	Pesticide Reycling Grant	\$ -	\$ 5,244	\$ 5,244
TOTALS			\$ -	\$ 5,244	\$ 5,244

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer, and to the Finance Director.

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

[Signature]
 Reviewed by Department Head _____ Date 1-26-15

[Signature]
 Reviewed by Finance Director _____ Date 1-27-15

Reviewed by County Manager _____ Date _____

Posted by
Journal No.
Date

Attachment C
GRANTEE'S LINE ITEM and NARRATIVE BUDGET

NAME OF RECIPIENT: County of Stanly

APPROVED AMOUNT: \$5,244.00

Expenditures for reimbursement under the PETF Pesticide Container Recycling Program are presented below. Items not listed are not approved for reimbursement. Approval for items not listed shall be secured prior to the expenditure of funds if reimbursement of that item will be requested.

The budget presented below will be used to purchase a cargo storage container for use only to store properly prepared pesticide containers for recycling, treated wood posts to elevate the cargo storage container, an instructional metal sign to attach to the cargo storage container, and pressure rinse nozzles for farmers who will participate in this container recycling program.

LINE ITEM	ESTIMATED AMOUNT
40' cargo storage container	\$3,800.00
6" x 6" x 10' treated wood posts (4)	144.00
Instructional metal sign	250.00
Pressure rinse nozzles 24/case (2 cases)	1,050.00
TOTAL	\$5,244.00

APPROVED BY:

SIGNATURE: _____

DATE: _____

[Handwritten Signature]
H. Wade

7/11/14 8-4-14

NORTH CAROLINA**CONTRACT****STANLY COUNTY**

THIS AGREEMENT, made and entered into this 2nd day of February, 2015 by and between town of Red Cross, a North Carolina Municipality (hereinafter referred to as "Town") party of the first part; and the Stanly County, North Carolina (hereinafter referred to as "County"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the Town hereby contracts for the services of the County, and the County agrees to provide the services to the Town in accordance with the terms of this Agreement.

TERM

Beginning and ending dates of contract: February 2, 2015 through December 31, 2016.

SERVICES

County agrees to provide the following services:

- County will administer the Abandoned Manufactured Home (hereinafter referred to as "AMH") Ordinance within the Town once the Town has:
 - Adopted the AMH Ordinance
 - Approved each abandoned manufactured home to be demolished and paid the County an administrative fee of \$200 for each home.
 - Provided the County with an Affidavit of Ownership and an Agreement and Release of All Claims signed by each Property Owner verifying his/her eligibility for participation in the AMH Initiative.
 - Paid the \$350 landfill tipping fee per AMH to the County unless the Property Owner(s) has already paid said \$350 fee to the County.
- County will file for reimbursement from the State of North Carolina for any funds available through the approved grant. Any and all monies received from the State shall be retained by the County to covers its expenses resulting from demolition of the AMH(s).
- County will administer the program through the term and any extension shall be in writing and approved by both parties.

CANCELLATION

This Agreement may be canceled by County upon thirty (30) days' written notice to the Town, and the Town may terminate this agreement upon thirty (30) days' written notice to County.

ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified by writing signed by the parties. Modifications may be evidenced by telefacsimile signatures.

GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina and any action resulting from this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Stanly County North Carolina.

SEVERABILITY

If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Town and the County have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Agreement and that without further proof or accounting thereof, it shall be deemed an original contract.

TOWN OF RED CROSS,

STANLY COUNTY, NORTH CAROLINA

By Larry Wayne Smith
MAYOR
Date 1-12-15

By _____
Date _____

176 EAST Red Cross Rd
DAKBOURD N.C

(Mailing Address)

(Mailing Address)

Federal Tax ID#: _____

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

FINANCE DIRECTOR



Stanly County Board of Commissioners

Meeting Date: February 2, 2015

Presenter:

5E
X

Consent Agenda | Regular Agenda

Presentation Equipment: Lectern PC* Lectern VCR Lectern DVD Document Camera** Laptop***

Please Provide a Brief Description of your Presentations format: _____

* PC is equipped with Windows XP and Microsoft Office XP (including Word, Excel, and PowerPoint), Internet connectivity and Network connectivity for County Employees.

** If you have need to use the Document Camera and zoom into a particular area, if possible please attach a copy of the document with the area indicated that you need to zoom into. A laser light is available to pinpoint your area of projection.

*** You can bring in a laptop that will allow video out to be connected at the lectern – set display to 60Mhz.

ITEM TO BE CONSIDERED

Interlocal Agreement for Regional Radio System Advisory Council (Documents Attached)

This is an agreement to have a member serve on the governing council for the UASI Regional Radio System. Andy Lucas, County Manager is the representative elected to serve on the Regional Board.

Subject

Approve and sign the attached documents. Documents have been reviewed by County Attorney, Jenny Furr.

Requested Action

Signature: Karen L. McDaniel

Date: 01/28/2015

Dept. _____

Attachments: Yes _____ No x

Review Process

	Approved		Initials
	Yes	No	
Finance Director	█	█	
Budget Amendment Necessary	█	█	
County Attorney	█	█	
County Manager	█	█	
Other:	█	█	

Certification of Action

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

Tyler Brummitt, Clerk to the Board Date

EXHIBIT A
INTERLOCAL AGREEMENT FOR REGIONAL RADIO ADVISORY COUNCIL

PARTICIPANT PACKET FOR
APPROVAL AND RATIFICATION OF INTERLOCAL AGREEMENT
FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL

1. By execution of this Participant Packet by its city, county or town manager, **County of Stanly (“Member Entity”)** hereby approves, ratifies and becomes a party to that certain **INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL** entered into and made effective on or about November 25, 2013 by and between the City Of Charlotte and Mecklenburg County (the “Regional Radio Interlocal”) and such other local governments as may join the Regional Radio Interlocal from time to time. Defined terms used herein shall have the same meanings as are assigned to such terms in the Regional Radio Interlocal.

2. The undersigned certifies that attached to this Participant Packet is a certified copy of the resolution adopted by Member Entity’s governing board approving and ratifying the Regional Radio Interlocal, and appointing the following person to serve as Member Entity’s Representative under the Regional Radio Interlocal:

Representative’s Name: Andrew Lucas

Title: County Manager

Phone Number: (704) 986-3601

Fax Number: (704) 983-3133

Email: alucas@stanlycountync.gov

Address: 1000 North 1st Street, Suite 10
Albemarle, NC 28001

Pursuant to the attached resolution, the city, county or town manager is authorized to appoint another Representative to serve under the Agreement in the event the above named person leaves Member Entity’s employment or is no longer willing or able to serve. If the Representative is the city, county or town manager and the incumbent Representative fails to appoint a successor Representative before the incumbent is no longer willing or able to serve, the successor Representative shall be the next city, county or town manager, unless Member Entity’s governing board designates another person to serve on a permanent or temporary basis.

3. The Member Entity certifies that it has entered into a Radio Service Agreement with the Operator of the Regional Radio System.

By executing this Participant Packet, the Member Entity hereby ratifies, approves and becomes a Member Entity under the Regional Radio Interlocal, effective upon delivery of this Participation Packet to the Radio Communications Manager.

Member Entity: County of Stanly

By: _____

Date: _____

County Manager

Witness:

(SEAL)

RESOLUTION OF THE STANLY COUNTY BOARD OF COMMISSIONERS TO APPROVE
AND RATIFY AN INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM
ADVISORY COUNCIL BY AND AMONG THE CITY OF CHARLOTTE, MECKLENBURG
COUNTY AND OTHER USERS OF THE REGIONAL RADIO SYSTEM

WHEREAS, the City of Charlotte and Mecklenburg County jointly developed an 800 MHz trunked radio system to support public safety needs and provide service to various city and county departments;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region, and has established the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the "Regional Radio System," as defined more specifically in this Agreement) and have signed service agreements to that effect;

WHEREAS, Stanly County has entered into a radio service agreement with Charlotte in order to use the Regional Radio System;

WHEREAS, Stanly County and the other users of the Regional Radio System now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities;

WHEREAS, to facilitate regionalism and interoperability, Stanly County and other users of the Radio System wish to participate in a regional radio advisory council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, and (c) establish interoperability processes and procedures;

WHEREAS, Stanly County and other users of the Regional Radio System desire to enter into Interlocal Agreement For Regional Radio System Advisory Council to participate in the Regional Radio Advisory Council;

WHEREAS, Stanly County desires to authorize a representative to act on its behalf on matters before the Regional Radio Advisory Council;

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes local governments to establish a regional radio advisory council in accordance with the terms of this Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Stanly County Board of Commissioners hereby:

1. Approves and ratifies the attached Interlocal Agreement For Regional Radio System Advisory Council by and among the City of Charlotte, Mecklenburg County and other users of the Regional Radio System (the “Regional Radio Interlocal”); and
2. Appoints the person fulfilling the job of County Manager to serve as “Primary Representative” and the person fulfilling the job of Emergency Management Director to serve as “Alternate Representative” for Stanly County, under the terms of the Regional Radio Interlocal;

3. Authorizes the County Manager to appoint another person to serve as Representative under the Regional Radio Interlocal in the event that either of the above named persons leave Stanly County employment or are no longer willing or able to serve for any reason;
4. Authorizes the persons serving as Representatives to represent Stanly County with respect to all matters within the Regional Radio Advisory Council's authority under the Regional Radio Interlocal.

This the ____ day of February, 2015.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE**

**INTERLOCAL AGREEMENT FOR
REGIONAL RADIO SYSTEM ADVISORY COUNCIL**

THIS INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL is entered into and made effective as of 11/25, 2013 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation ("Charlotte"); MECKLENBURG COUNTY, a political subdivision of the State of North Carolina, ("Mecklenburg"); and each entity that joins in this Agreement as a Member Entity in accordance with the terms hereof (collectively, the "Member Entities").

STATEMENT OF BACKGROUND AND INTENT

- A. In 2003, the City of Charlotte and County of Mecklenburg, North Carolina, jointly developed and implemented an 800 MHz radio system to support public safety needs and provide service to various public safety agencies and other identified entities within the Charlotte Urban Area Security Initiative (UASI).
- B. Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region. Charlotte operates and manages the radio system through an Interlocal Agreement for Consolidation of Radio System that Charlotte and Mecklenburg entered into in 2003. Charlotte has established the infrastructure necessary for regional voice communications interoperability with the support of several grants.
- C. Since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the "Regional Radio System," as defined more specifically in this Agreement) and have signed service agreements to that effect.
- D. Charlotte, Mecklenburg and the other Member Entities now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities. To facilitate that effort, the Member Entities wish to create a Regional Radio Advisory Council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, (c) establish interoperability processes and procedures, and (d) provide a formal governance structure for ongoing oversight and administration.

- E. Chapter 160A, Article 20, Part 2 of the North Carolina General Statutes authorizes the Member Entities to establish a regional radio advisory council in accordance with the terms of this Agreement.
- F. This Agreement is intended to augment all existing Tactical Interoperability Communications Plans published by signatory entities, the North Carolina Statewide Communications Interoperability Plan and the National Emergency Communications Plan

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, each of the Member Entities do mutually agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.1. **“Agency”** means an organization or division of an organization that uses the Regional Radio System.
 - 1.2. **“Alternate”** means the person appointed by Member Entity who is authorized to sit on the Regional Radio Advisory Council and make binding decisions on behalf of the Member Entity when the Representative is not available Member Entity.
 - 1.3. **“Charlotte/Mecklenburg Radio Interlocal”** means the Interlocal Agreement for Consolidation of Radio System that Charlotte and Mecklenburg entered into in 2003, as may be amended from time to time.
 - 1.4. **“Effective Date”** means the date that Charlotte and Mecklenburg have: (a) had their governing boards’ approve this Agreement; and (b) provided the Radio Communications Manager with an executed copy of this Agreement and a copy of a certified resolution of their governing boards substantially identical to the resolution set forth in **Exhibit A**.
 - 1.5. **“Member Entity”** means an organization that becomes a Member of the Regional Radio Advisory Council in accordance with **Section 3** hereof.
 - 1.6. **“Operator”** means Charlotte or such other party as may be designated “Operator” of the “Radio System” under the Charlotte/Mecklenburg Radio Interlocal (as both terms are defined in that agreement).
 - 1.7. **Member Entity “Participant Packet”** means a fully completed Participant Packet in a form substantially identical to **Exhibit A** that is authorized by a Member Entity’s governing board, signed by the Member Entity and submitted to the Radio Communication Manager in order for the Member Entity to join in this Agreement.
 - 1.8. **“Representative”** means the person appointed by a Member Entity from time to time to

sit on the Regional Radio Advisory Council and to make binding decisions on behalf of the Member Entity.

1.9. “Radio Communication Manager” means the individual appointed from time to time under the Charlotte/Mecklenburg Radio Interlocal to perform the Radio Communication Manager functions described therein.

1.10. “Radio Service Agreement” means an agreement between the Operator and a Member Entity governing the terms under which the Member Entity and the Agencies it represents may use the Regional Radio System. Each Radio Service Agreement will include, without limitation, the services to be provided and payment of the shared cost of operating, maintaining and updating the Regional Radio System.

1.11. “Regional Radio Advisory Council” means the regional radio advisory council established by this Agreement, as described more specifically in Sections 3 through 5 of this Agreement.

1.12. “Regional Radio Advisory Council Sponsor” means the City of Charlotte’s Director of Shared Services.

1.13. “Regional Radio System” means: (a) the 800 MHz P25 Trunked Radio Master site currently operated by the City, (b) all hardware and software encompassed in the forgoing; (c) all updates and enhancements to the forgoing. The Regional Radio System does not include mobile and portable radio units. Each Member Entity shall have the right to purchase radio technology assets for that Member Entity’s own use that do not become part of the Regional Radio System, as long as such assets: (a) are paid for with the Member Entity’s own funds; and (b) do not impede performance of the Regional Radio System.

1.14. “Representative” means the person appointed by the County Manager of a Member Entity from time to time to sit on the Regional Radio Advisory Council and to make binding decisions on behalf of the Member Entity.

2. Establishment of Regional Radio Advisory Council. Through execution of this Agreement, the Member Entities hereby establish a Regional Radio Advisory Council to: (a) guide strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System; (c) establish interoperability processes and procedures for the Regional Radio System; and (d) provide a formal governance structure for ongoing oversight and administration.

3. Requirements to be a Member Entity. To join this Agreement as a Member Entity, an applicant must meet the following requirements:

3.1. Except as provided in Section 3.2, it must provide documentation reasonably acceptable

to the Radio Communication Manager showing that it is authorized to serve as lead agency for all Agencies that use the Regional Radio System within the county in which the applicant is located (with the exception of Charlotte and Mecklenburg, which are subject to the Charlotte / Mecklenburg Radio Interlocal). Each Member Entity will represent all cities, towns and agencies within its county on the Regional Radio Advisory Council.

- 3.2. Notwithstanding Section 3.1, the Advisory Council may extend voting membership, by a majority vote of the Advisory Council, to a representative of a non-countywide system when the representative is selected by members of a single Radio Communication Council ("RCC") participating in the Regional Radio System within a unrepresented county. This RCC would remain a Member Entity until such time as the county in which the RCC is located signs the Interlocal Agreement for Regional Radio Advisory Council and a Representative from the county is appointed to the Advisory Council.
- 3.3. If the applicant is from a county that is outside of the Charlotte Urban Area Security Initiative (UASI) region (comprised of Lincoln, Catawba, Iredell, Cabarrus, Stanly, Mecklenburg, Gaston, and Union counties within NC and York and Lancaster counties within SC), and is not from a county contiguous to the Charlotte area UASI, the applicant must also obtain the approval of the Operator and an affirmative vote equal to three quarters of the Member Entities.
- 3.4. Each applicant (except for the Operator) must enter into a Radio Service Agreement with the Operator, and must remain bound by such Radio Service Agreement as a condition to being a Member Entity.
- 3.5. Each applicant must complete and provide the Radio Communication Manager with a Participant Packet in a form substantially identical to **Exhibit A**, including without limitation a certified copy of a resolution from its governing board substantially identical to the form included as part of **Exhibit A**, approving the applicant's execution of this Agreement, providing for the appointment of a Representative and granting the Representative the authority to represent the Participant regarding matters within the Regional Radio Advisory Council's authority under this Agreement.

The Advisory Council may change the requirements for becoming a Member Entity by amendment to its Charter, provided that each Member Entity shall be required to comply with Sections 3.4 and 3.5 of this Agreement as a condition to becoming a Member Entity notwithstanding any amendment to the Bylaws to the contrary. A Member Entity may change its Representative or Alternate at any time by providing the Radio Communication Manager with written notice of the change.

4. **Initial Member Entities.** The following local governments will become the "Initial Member Entities" upon satisfaction of the requirements set forth in **Section 3** above:

**Mecklenburg County
Union County
Cabarrus County**

Each of the Initial Member Entities already has a Radio Service Agreement with the Operator.

5. **Authority of the Regional Radio Advisory Council.** The Regional Radio Advisory Council has the authority to (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, (c) establish interoperability processes and procedures, and (d) provide a formal governance structure for ongoing oversight and administration. The Advisory Council will:
 - 5.1. Develop and approve system-wide policies, protocols, procedures, strategies and goals relating to use of the Regional Radio System.
 - 5.2. Develop system-wide practices that achieve the purpose of the policies, protocols, procedures, strategies and/or goals established by the Advisory Council for the Regional Radio System. All radio practices will:
 - i. Define the scope and boundaries of the practice.
 - ii. Define roles and responsibilities of practice stakeholders.
 - iii. Define practice implementation processes and procedures.
 - iv. Define practice review process.
 - 5.3. Develop a practice review process whereby chairpersons of each Member Entity Radio Communication Council (RCC) and the Operator will work as a committee to provide the Regional Radio Advisory Council recommendations for consideration and action.
 - 5.4. Develop and recommend a 10 year Strategic Plan, and update it bi-annually, for the ongoing technical currency of the system infrastructure.
6. **Charter and Bylaws.** The Charter and Bylaws for the Advisory Council are attached to this Agreement as Attachments C and D. The Charter and Bylaws define officer responsibilities, procedures for meetings, Representative responsibilities, voting requirements and other matters relating to the authority and operation of the Advisory Council. Notwithstanding the fact that they are incorporated into this Agreement by reference, the Charter and Bylaws may be deleted or amended from time to time as provided therein.
7. **Exhibit B.** Attached to this Agreement as Exhibit B are the initial Operational Definitions, Protocols and Procedures to be followed by users of the Regional Radio System. The provisions of Exhibit B may be deleted or amended by a majority vote of the Advisory

Council.

8. **Term.** Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement.

9. **Termination and Breach.**

9.1. **Termination by Unanimous Written Consent.** The parties may agree to terminate this Agreement by unanimous written consent at any time.

9.2. **Voluntary Withdrawal.** Any Member Entity may elect to withdraw from this Agreement by providing ninety (90) days' prior written notice to the Operator, who will then notify each of the other Member Entities. At the end of such ninety (90) day period, this Agreement shall be deemed to have terminated with respect to the Member Entity that provided the notice. The Operator may elect to withdraw from this Agreement by providing eighteen (18) months prior written notice to the Member Entities.

9.3. **Withdrawal Due to Termination of Radio Service Agreement.** A Member Entity must be party to an ongoing Radio Service Agreement in order to remain a Member Entity under this Agreement. This Agreement shall automatically terminate with respect to any Member Entity that is not a party to a Radio Service Agreement, and such termination shall occur at the same time as termination of the Radio Service Agreement.

9.4. **Termination Due to Breach.** By majority vote at a properly scheduled and noticed meeting, the Regional Radio Advisory Council may terminate this Agreement with respect to any Member Entity that fails to cure a material breach of this Agreement within sixty (60) days after receiving notice of such breach from the Regional Radio Advisory Council or the Operator. Such termination shall be effective upon written notice to the Member Entity being terminated. Notwithstanding the forgoing, the Operator may terminate this Agreement without approval of the Advisory Council with respect to any Member Entity that fails to cure a material breach of any policies, procedures or requirements approved by the Regional Radio Advisory Council within sixty (60) days after receiving notice of such breach from the Regional Radio Advisory Council or the Operator. Such termination shall be effective upon written notice to the Member Entity being terminated. Notwithstanding anything contained herein to the contrary, the Operator may suspend access to the Regional Radio System to any Member Entity at any time to the extent necessary to avoid violation of any law, regulation or FCC license, or to avoid interference with other Member Entity's use of the Regional Radio System

9.5. **No Impact on Radio Service Agreements.** Withdrawal from or termination of this Agreement with respect to any Member Entity shall not impact the Member Entity's or

any Agency's obligations under any Radio Service Agreement.

10. Miscellaneous

10.1. Notice. Any notice, approval, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address stated below for the City of Charlotte and Mecklenburg County, or at the address stated on the Participant's Packet if for any other Member Entity:

For The City

Director
Shared Services
City of Charlotte
600 E Fourth Street
Charlotte, NC 28202
Phone: 704-336-6252
FAX: 704-336-2258

For The County

Director
Business Support Services Agency
Mecklenburg County
600 E Fourth Street
Charlotte, NC 28202
Phone: 704-336-2003
FAX: 704-336-7219

Communications that relate to any breach, default, termination, modification, extension, amendment, or waiver of this Agreement or any provision hereof (collectively, "Legal Notices") shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City

Cindy White
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202
Phone: 704.336.3012
Fax: 704) 632-8327
E-Mail – cwhite@ci.charlotte.nc.us

For the County

Tyrone Wade
Deputy County Attorney
600 East Fourth Street
Charlotte, NC 28202
Phone: 704.336.
Fax:
TyroneC.Wade@mecklenburgcountync.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that Legal Notices that are sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Any Member Entity may change its address for notification purposes by giving the Operator written notice of the new address and the date upon which it shall become effective.

10.2. Amendment. No Amendment to this Agreement shall be valid unless in writing and approved by the governing board of each Member Entity then in good standing under this Agreement, and signed by the city, county or town manager of each Member Entity. Notwithstanding the forgoing, Exhibit B to this Agreement may be amended by a

majority vote of the Member Entities, and Exhibits C and D to this Agreement may be amended in accordance with the terms set forth therein.

10.3. Force Majeure. Neither the Operator nor any Member Entity shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order or other causes not within such party's reasonable control.

10.4. Waiver. A waiver or any breach of any provision of the Agreement shall not constitute or operate as a waiver of any other provision, nor shall failure to enforce and provision hereof operate as a waiver of the enforcement of such provision or any other provision

10.5. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be invalid or unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.

10.6. Exhibits and Attachments. Each of the following Exhibits and Attachments are attached to and incorporated into this Agreement by reference:

Exhibit A: Participant Packet (including resolution)

Exhibit B: Operational Definitions, Protocols and Procedures

Attachment C: Regional Radio Advisory Council Charter

Attachment D: Regional Radio Advisory Council By-Laws



Mecklenburg County

Signature Page

Contract Number: 24059312

Amendment Number: 00

Contractor Name: CITY OF CHARLOTTE

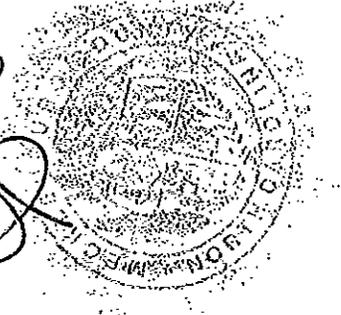
MECKLENBURG COUNTY:

**Dena Diorlo
County Manager**

No Pre-Audit Required.

**Wanda Reeves
Finance Director**

ATTEST:



APPROVED AS TO FORM:

**Tyrone Wade
County Attorney**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

The parties have caused this Agreement to be executed as of the date first stated in the beginning of this Agreement by authority duly granted by the Charlotte City Council, and the Board of Commissioners for Mecklenburg County, Union County and Cabarrus County.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

 Robert R. Cole
Deputy City Manager

County Manager

(SEAL)

(SEAL)

 Emily A. King
Deputy City Clerk
Approved as to form:



Clerk to the Board
Approved as to form:

 Caroline J. White
City Attorney

County Attorney

COUNTY OF CABARRUS

COUNTY OF UNION

County Manager

County Manager

(SEAL)

(SEAL)

Clerk to the Board

Clerk to the Board

Approved as to form:

Approved as to form:

County Attorney

County Attorney

(SEAL)

City Clerk

COUNTY OF CABARRUS

County Manager

(SEAL)

Clerk to the Board

Approved as to form:

County Attorney

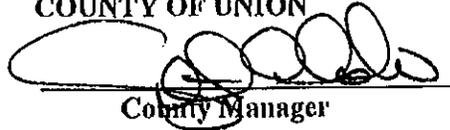
(SEAL)

Clerk to the Board

Approved as to form:

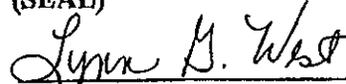
County Attorney

COUNTY OF UNION



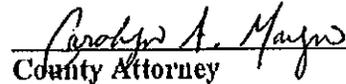
County Manager

(SEAL)



Clerk to the Board

Approved as to form:



County Attorney

EXHIBIT A
INTERLOCAL AGREEMENT FOR REGIONAL RADIO ADVISORY COUNCIL

PARTICIPANT PACKET FOR
APPROVAL AND RATIFICATION OF INTERLOCAL AGREEMENT
FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL

1. By execution of this Participant Packet by its city, county or town manager, _____ (“Member Entity”) hereby approves, ratifies and becomes a party to that certain **INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM ADVISORY COUNCIL** entered into and made effective in or about November 25th, 2013 by and between the City Of Charlotte and Mecklenburg County (the “Regional Radio Interlocal”) and such other local governments as may join the Regional Radio Interlocal from time to time. Defined terms used herein shall have the same meanings as are assigned to such terms in the Regional Radio Interlocal.

2. The undersigned certifies that attached to this Participant Packet is a certified copy of the resolution adopted by Member Entity’s governing board approving and ratifying the Regional Radio Interlocal, and appointing the following person to serve as Member Entity’s Representative under the Regional Radio Interlocal:

Representative’s Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

Pursuant to the attached resolution, the city, county or town manager is authorized to appoint another Representative to serve under the Agreement in the event the above named person leaves Member Entity’s employment or is no longer willing or able to serve. If the Representative is the city, county or town manager and the incumbent Representative fails to appoint a successor Representative before the incumbent is no longer willing or able to serve, the successor Representative shall be the next city, county or town manager, unless Member Entity’s governing board designates another person to

serve on a permanent or temporary basis.

3. The Member Entity certifies that it has entered into a Radio Service Agreement with the Operator of the Regional Radio System.

By executing this Participant Packet, the Member Entity hereby ratifies, approves and becomes a Member Entity under the Regional Radio Interlocal, effective upon delivery of this Participation Packet to the Radio Communications Manager.

Member Entity: _____

By: _____

Date: _____

_____ **Manager**

Witness:

(SEAL)

RESOLUTION OF THE _____ TO APPROVE AND RATIFY
AN INTERLOCAL AGREEMENT FOR REGIONAL RADIO SYSTEM ADVISORY
COUNCIL BY AND AMONG THE CITY OF CHARLOTTE, MECKLENBURG COUNTY
AND OTHER USERS OF THE REGIONAL RADIO SYSTEM

WHEREAS, the City of Charlotte and Mecklenburg County jointly developed an 800 MHz trunked radio system to support public safety needs and provide service to various city and county departments;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region, and has established the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, since 2003, other local government entities have joined Charlotte and Mecklenburg in sharing use of the regional components of the radio system (the "Regional Radio System," as defined more specifically in this Agreement) and have signed service agreements to that effect;

WHEREAS, _____ has entered into a radio service agreement with Charlotte in order to use the Regional Radio System;

WHEREAS, _____ and the other users of the Regional Radio System now desire to expand use of the Regional Radio System throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities;

WHEREAS, to facilitate regionalism and interoperability, _____ and other users of the Radio System wish to participate in a regional radio advisory council that will: (a) guide the strategic growth and development of the Regional Radio System; (b) establish regional performance and technical standards for the Regional Radio System, and (c) establish interoperability processes and procedures;

WHEREAS, _____ and other users of the Regional Radio System desire to enter into Interlocal Agreement For Regional Radio System Advisory Council to participate in the Regional Radio Advisory Council;

WHEREAS, _____ desires to authorize a representative to act on its behalf on matters before the Regional Radio Advisory Council;

WHEREAS, Chapter 160A, Article 20, Part2 of the North Carolina General Statutes authorizes local governments to establish a regional radio advisory council in accordance with the terms of this Agreement;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:

1. Approves and ratifies the attached Interlocal Agreement For Regional Radio System Advisory Council by and among the City of Charlotte, Mecklenburg County and other users of the Regional Radio System (the "Regional Radio Interlocal"); and
2. Appoints the person fulfilling the job of _____ to serve as "Primary Representative" and the person fulfilling the job of _____ to serve as "Alternate Representative" for _____, under the terms of the Regional Radio Interlocal;

3. Authorizes the _____ Manager to appoint another person to serve as Representative under the Regional Radio Interlocal in the event that either of the above named persons leave _____ employment or are no longer willing or able to serve for any reason;
4. Authorizes the persons serving as Representatives to represent _____ with respect to all matters within the Regional Radio Advisory Council's authority under the Regional Radio Interlocal.

This the ___ day of _____, 20__.

EXHIBIT B OPERATIONAL DEFINITIONS, PROTOCOLS AND PROCEDURES

REGIONAL RADIO SYSTEM PURPOSE

The Regional Radio System provides voice communications between participating agencies dealing with both short term (felony pursuits, fires, hazmat, etc.) and long term incidents (major disasters, large scale fires and floods, civil disturbances, terrorist incidents, etc.). The Regional Radio System provides a 800 MHz platform for interoperability as well as utilizing gateway devices to cross-connect the different radio channels operating over various radio frequency bands (e.g. VHF, UHF, and 800MHz) throughout the Region. A purpose of the Regional Radio Advisory Council is to provide a formal structure for ongoing oversight and administration for the Regional Radio System which is used by the signatory entities to provide interoperable communications for their Member Entities, as well as other identified and approved users. The protocols and procedures provided below establish standardized methods for the use of the Regional Radio System among all system users.

DEFINITIONS

Interoperability:

Communications Interoperability is the ability of public safety agencies to talk across disciplines and jurisdictions via radio communications systems, exchanging voice and/or data with one another on demand, in real-time, when needed and as authorized.

Incident:

An event or occurrence requiring the participation and coordination of more than one public safety-first responder agency (e.g. police, fire, medical services). The event or occurrence may be an emergency, natural or man-made disaster, or a non-emergency, planned event (e.g. New Year's Eve) requiring the services of more than one agency.

ICALL:

A dedicated radio frequency monitored by all local radio dispatch centers in which requests for multi-agency assistance may be placed. The calling channel is used to contact other users in the region for the purpose of requesting incident-related information and assistance and for setting up tactical communications for specific events. In most cases, the calling party will be asked to move from the Regional Radio/ICALL channel to one of the Regional Radio channels for continuing incident operations or other interoperability communication needs.

Regional Radio & ITAC Channels:

Regional Radio & ITAC channels are dedicated radio frequencies and are assigned based on the geographic location of the event or occurrence. They are used for coordination activity between different agencies in a mutual aid situation. Incidents requiring multi-agency participation are coordinated over these channels by the agency controlling the incident.

Radio Dispatch Center:

Radio Dispatch Centers may be a Public Safety Answering Point (also known as a 9-1-1 Center), a Dispatch Center, or a Fire Alarm Office (FAO), which provides public safety radio and telephone communication services 24 hours a day, 7 days per week. Radio dispatch centers are required to monitor the appropriate the Regional Radio/ITAC channel at all times. A radio dispatch center may delegate monitoring of the Regional Radio channel based on its scheduled rotation so long as the radio dispatch center has the capability of monitoring the Regional Radio/ITAC channels 24 hours, 7 days a week.

Common Language:

Common English language will be spoken at all times when using the Regional Radio System. 10 codes and other acronyms must be avoided at all times. Radio communications must be clear and understandable. Long radio transmissions should be avoided when possible.

PROTOCOL

Regional Radio System may be used, if needed, to allow voice communications between each entity's personnel dealing with an incident. As previously stated in this document, the Regional Radio System is intended for use when immediate information will enhance the safety or effectiveness of personnel dealing with an incident. It is not to be used to transmit mundane information.

The purpose of this protocol is to establish a clear method for use of all Regional Radio channels including the ICALL and ITAC and Regional Radio System interoperability radio frequencies. These interoperable radio frequencies replace mutual aid channels and provide greater area-wide coverage. These radio frequencies are to be used in the event of a multi-jurisdictional operation requiring the use of a common radio channel. These dedicated radio frequencies are specifically to be used to coordinate incident command activities during disasters or planned multi-jurisdictional events. They are not to be used for routine/day-to-day public safety operations.

The Regional Radio channels as of the implementation of this Agreement are:

LIST CHANNELS IF DESIRED

PROCEDURES

The following procedures shall be utilized by member entities whenever utilizing the Regional Radio System:

First Responder, Incident Commander or Dispatch Center Supervisor:

1. Determine the nature of the incident and whether more than one resource will be needed (e.g. police, fire, medical, HAZMAT, bomb squad, emergency management).
2. Notify the monitoring dispatch center on the Regional Radio channel of the incident and request assistance from other agencies, as required.
3. Utilize NIMS or ICS protocols and communicate relevant information in plain English. (Avoid using agency specific codes, acronyms or jargon.)
4. At the appropriate time, advise who the incident commander is and relay pertinent information to be transmitted to the other responding resources/agencies.
5. Supervisors will monitor the Regional Radio System channel, communicate with resources on that channel and relay all information to their subordinates on their respective agency radio.
6. Advise when incident has terminated and vacate Regional Radio System interoperability channel.

Monitoring Radio Dispatch Center (Dispatch Center):

1. Receive and acknowledge request from first responder.
2. Determine the proper Regional Radio System channel to be utilized.
3. Advise first responder which Regional Radio System channel(s) to use.
4. Notify other resources/agencies and advise them of the Regional Radio System channel.
5. Assist with mobilization of resources (e.g. other public safety agencies, first responders, support personnel).
6. Notify the chief officer of the agency and advise each resource to notify their respective chief officer.
7. Notify its emergency management staff of the incident and provide updates and the Regional Radio System channel being used for the incident/event.
8. Return to normal monitoring duties at termination of incident.

Regional Radio System may be activated or used for joint agency emergency incidents. It may also be used for planned joint agency tactical operations, large public events, joint training

exercises, and planned system testing.

The types and incident priorities for use of NCORE are as follows:

- Priority 1: Disaster and extreme emergency operations.
- Priority 2: Emergency or urgent operations involving imminent danger to the life and safety of personnel and property.
- Priority 3: Special event control activities, generally of a pre-planned nature, and generally involving participation of two or more agencies.
- Priority 4: Drills, tests, and exercises.

A request to participate in Regional Radio System is not a request to transfer responsibility for an incident.

Regional Radio System can be used for Homeland Security matters or other related incidents. Regional Radio System policy prohibits participants from releasing radio frequencies, CTCSS/CDCSS codes, channel plan, and other information related to the system. No system information shall be released to the media or other public or private entities. *Exception: This information may be released to service technicians involved with the direct maintenance or repair of the participating agency's radio equipment, on a "need to know" basis.* Agencies failing to safeguard Regional Radio System information may be excluded from the Regional Radio Advisory Council in accordance with section 9.4 of the Interlocal Agreement for Regional Radio System Advisory Council. Member Entities who wish to have a list of frequencies shall contact the Regional Radio Advisory Council, which will review the request and determine whether to release the information to the requesting party.

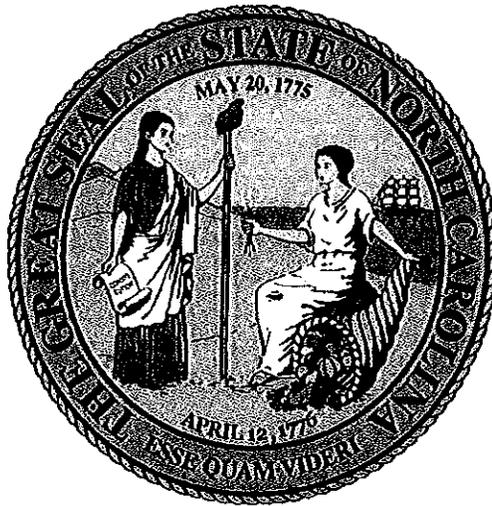
MAINTENANCE

The primary Regional Radio System infrastructure and equipment will be maintained by Charlotte/Mecklenburg Shared Services as noted in each agencies Inter-local agreement. Agencies electing to have radio services provided by Charlotte/Mecklenburg Shared Services shall have such services as noted in their inter-local agreement. Each participating entity providing its separately owned equipment for use in the Regional Radio System is responsible for the maintenance, upgrade and support of such equipment including hardware and software for their entity.

It is understood that radio reprogramming and maintenance will be required on an ongoing basis, and system configuration changes will occur as the system grows. Participating entities agree to

promptly reprogram their separately owned radio equipment, by an authorized agent as specified by the Regional Radio Advisory Council, to maintain the continuity of the system. Radio frequencies in each band will be labeled as specified by the Regional Radio Advisory Council to ensure uniformity of identification in radio displays.

Regional Radio Advisory Council Charter



January 2013



Regional Radio Advisory Council Charter

I. Background

In 2003, the City of Charlotte and County of Mecklenburg, North Carolina, jointly developed and implemented an 800 MHz radio system to serve the public safety agencies and other identified entities within the Charlotte Urban Security Initiative Area (UASI). The intent of this system (the "Regional Radio System") is to enhance and improve interoperable communications between and among governmental entities. The City of Charlotte was designated as the lead agency for the coordination of regional communications interoperability with the UASI region and as such operates and manages the Regional Radio System. As a result of other counties and jurisdictions joining the Regional Radio System through the signing of inter-local agreements, the Regional Radio Advisory Council was created as the governance body for the Regional Radio System. The Regional Radio Advisory Council will be henceforth referred to as the "Advisory Council".

II. Description

This Charter describes the authority, purpose, responsibilities, vision and mission statements, membership rules and requirements, use of funds and resources, operating principles, decision-making procedures and logistical considerations that will guide the Advisory Council's activities.

III. Authority

The Advisory Council will have the following authority:

- A. Oversee and guide the growth of the Regional Radio System.
- B. Establish performance and technical standards for the Regional System.
- C. Establish interoperability processes and procedures for the Regional System.
- D. Provide a formal governance structure for ongoing oversight and administration.

IV. Purpose

The primary purpose of the Advisory Council shall be to establish an operational and management structure that will provide the member entities an opportunity to participate in the on-going administration and oversight of the Regional Radio System throughout the term of the Agreement.

V. Responsibilities

The Advisory Council shall be responsible for the following:



- A. Develop and approve system-wide policies, strategies and goals relating to the use of the System. Such policies will establish guidelines for the use of the Regional Radio System while the strategies and goals will define the evolution of the system and its future capabilities.
- B. Develop system-wide standardized practices and standard operating procedures for use of the Regional Radio System.
- C. Develop and recommend a 10 year Strategic Plan updated annually, for the ongoing technical currency of the system infrastructure.

VI. Vision Statement:

Ensure that all users of the Regional Radio System have the capability to communicate reliably in real-time, across disciplines and jurisdictions in order to respond more effectively during multi-jurisdictional operations, major incidents and natural disasters.

VII. Mission Statement:

Oversee the Regional Radio System on behalf of all users in order to provide reliable, interoperable communications and enhance the safety of its citizens, visitors and government personnel throughout the region.

VIII. Membership

- A. The voting membership of the Advisory Council shall be comprised of one representative from each county that has executed an interlocal agreement to participate in the System (collectively the "Member Entities"). The representatives appointed by the Member Entities are referred to as "Representatives."
- B. Each Member Entity will have an opportunity to assign one primary representative and one alternate to the Advisory Council.
- C. The Advisory Council may extend voting membership, by a majority vote of the Advisory Council, to a representative of a non-countywide system when the representative is selected by members of a single Radio Communication Council ("RCC") participating in the Regional Radio System within a unrepresented county. This RCC would remain a Member Entity until such time as the county in which the RCC is located signs the Interlocal Agreement for Regional Radio Governance and a Representative from the county is appointed to the Advisory Council.
- D. Member Entity representation will be voluntary and without compensation.
- E. All Member Entities are subject to all conditions contained within the Advisory Council's bylaws, and may be removed from the Advisory Council in accordance with the bylaws..
- F. New Member Entities may submit a nomination for Committee membership in accordance with the bylaws.



- G. The Regional Radio Advisory Council Sponsor shall act in an advisory non-voting capacity to the Advisory Council.
- H. The Advisory Council may allow any unrepresented participating jurisdiction to participate in Advisory Council meetings and deliberations as a non-voting advisory member by majority vote.

IX. Officers

The Advisory Council will establish the following positions to manage operations: Chair, Vice-Chair and Secretary. All must be current and primary voting members of the Advisory Council:

- *Chair*
 - Direct all Advisory Council activities/operations
 - Ensure activities comply with all applicable North Carolina and Advisory Council rules, regulations and laws.
 - Preside over all regular and special Advisory Council meetings
 - Coordinate meetings, including establishing the time and location
 - Represent the Advisory Council to city, county and town managers during temporary absences of the Regional Radio Advisory Council Sponsor.
- *Vice-Chair*
 - Assist the Chair in the performance of their duties
 - Preside over Advisory Council meetings in the absence of the Chair

X. Regional Radio Advisory Council Sponsor

The City of Charlotte's Shared Services Director will serve as the Regional Radio Advisory Council Sponsor. The Regional Radio Advisory Council Sponsor will provide the following to the Advisory Council:

- A. Execute the strategic vision, direction and priorities as established by the Advisory Council for the Regional Radio System.
- B. Serving as a liaison for the Advisory Council.
- C. Advising the Advisory Council in the accomplishment of its mission.
- D. Being an active advocate for the Regional Radio Advisory Council throughout the region.
- E. Assisting the Advisory Council Chairperson and other Advisory Council leaders in the management of the Regional Radio System.
- F. Provide staff to perform the following administrative functions of the Advisory Council:
 - 1. Schedule meeting dates and locations.
 - 2. Notify all Representatives of upcoming meetings.
 - 3. Ensure the preparation of meeting agendas.



4. Record the minutes of all meetings.
5. Disseminate meeting minutes and all appropriate documents to all Representatives in a timely manner following each meeting.
6. Ensure that all documents being discussed at upcoming meetings are distributed to all Representatives sufficiently prior to such meeting as to allow for their review prior to such meetings.

XI. REGIONAL RADIO COMMUNICATIONS MANAGER

The Regional Radio Communications Manager is the individual appointed under the Charlotte/Mecklenburg Radio Interlocal to perform the Radio Communications Manager duties. The Manager will assist the Advisory Council by performing the following actions:

- A. Providing monthly Regional Radio System performance statistics as defined in any and all Radio Service Agreements in effect between the City of Charlotte and other members of the Advisory Council, so as to allow the Advisory Council to monitor system performance.
- B. Providing, as appropriate, regular system infrastructure capital project status reports, in order for the Advisory Council to ascertain project progress.
- C. Any further actions deemed appropriate by the Advisory Council.

XI. Meetings

- A. All meetings shall be conducted in accordance with the provisions and requirements of Advisory Council by-laws and in compliance with all North Carolina laws and regulations.
- B. To ensure greater success, all Representatives will be expected to:
 - Prepare for and attend scheduled meetings.
 - Engage in open and honest communications.
 - Provide an accurate representation of their respective Member Entity and all agencies represented by them ("Agencies") in achieving the best system-wide outcome.
 - Be knowledgeable of the business process of and the role of radio voice and data technology in supporting those processes.
 - Be committed to collaborating to achieve the best interests of the Regional Radio System above the interests of an Member Entity or Agency.
 - Become aware of and support the objectives of the Advisory Council.
 - Be committed to serving as an active member of the Advisory Council for at least twelve months.
 - Keep his/her appointing Member Entity and all Agencies represented by his/her Member Entity fully informed regarding the activities of the Regional Radio Advisory Council.
 - Support consensus decisions and seek endorsement from their respective Member Entity.



- C. If a Member Entity's Representative is unable to attend an Advisory Council meeting, the Alternate for that Representative shall attend the meeting. Member Entities should designate an Alternate in advance to represent the Member Entity in the absence of the Representative. In addition, Alternates are encouraged to attend all Advisory Council meetings with the primary Representative.

XII. Operating Principles

The Advisory Council should:

- A. Consider the unique needs of public safety first responders and other participating Agencies throughout the Region.
- B. Recognize and respect stakeholder concerns and address those concerns that could negatively impact the capabilities of the Regional Radio System.
- C. Think inter-disciplinary.
- D. Identify issues within the Advisory Council's control and address those matters.
- E. Ensure strategies, system upgrades, modifications and enhancements are in sync with the overall Advisory Council goals and objectives, as well as compatible with member requirements.
- F. Ensure network capabilities to meet user needs.
- G. Exercise the Advisory Council's responsibility to all Member Entities for overseeing the Regional Radio System and not basing decisions on any single individual, agency, or technology.
- H. Promote a collaborative approach in dealing with issues.
- I. Speak with one voice when reporting externally.

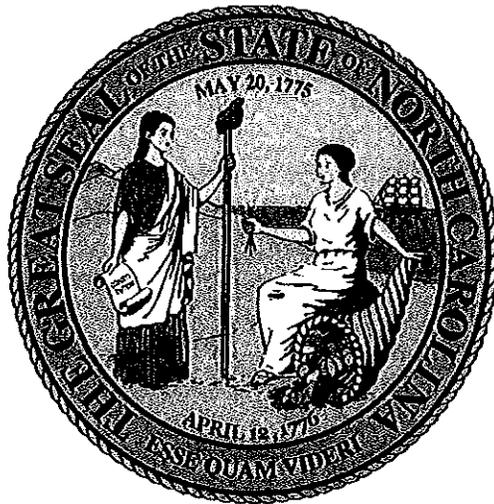
XIII. Decision-Making Procedures

- A. A quorum must be reached to conduct a vote.
- B. It is considered a quorum when a simple majority of the Member Entities are present.
- C. If a quorum has been reached, a simple majority of the Member Entities present at the meeting is required for approval of Advisory Council decisions and recommendations.
- D. Each Member Entity has one vote. If the voting Representative is unable to attend, the Alternate can vote for that Member Entity.
- E. A two-thirds majority vote of all Member Entities is required for final approval of new Charter amendments.
- F. The Chair is responsible for reporting Advisory Council decisions and recommendations to interested parties.

XIV. Working Groups/Subcommittees

The Advisory Council may create and be assisted by Working Groups or Subcommittees as required by a majority vote of the Advisory Council. Such Working Groups or Subcommittees will be subject to all conditions established within the Regional Radio Advisory Council's by-laws.

Regional Radio Advisory Council Bylaws



January 2013



***** Regional Radio Advisory Council

NORTH CAROLINA

Regional Radio Advisory Council Bylaws

ARTICLE I: Name

In accordance with the Interlocal Agreement for Regional Radio Governance between Charlotte/Mecklenburg and all Member Entities utilizing the Regional Radio System, this Regional Radio Advisory Council shall serve as the governance body for the Regional Radio System and shall herein be referred to as the "Advisory Council."

ARTICLE II: Purpose

1. The purpose of the Advisory Council is to establish an operational and management structure that provides all Member Entities with standardized guidelines for the operation, management and support of the Regional Radio system used for public safety communications interoperability within the Region. As such, the goals of the Advisory Council are as follows:
 - A. Provide a structure that enables Member Entities to coordinate and standardize the communications capabilities provided by the Regional Radio System.
 - B. Establish a formal mechanism to facilitate Region-wide decision-making.
 - C. Identifying opportunities to enhance/upgrade Regional Radio System.
 - D. Establish a governing body that can remain independent and meet the needs of all Member Entities.

ARTICLE III: Organizational Responsibilities

The Advisory Council shall be responsible for:

1. Providing formalized oversight in the administration, growth and use of the Regional Radio System.
2. Developing and adopting by-laws to govern the Advisory Council and its operations.
3. Establishing performance and technical recommendations for the Regional Radio System.



***** Regional Radio Advisory Council

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4. Establishing system-wide standardized practices that achieve the purpose of the policies, strategies and/or goals established by the Advisory Council for the Regional Radio System.
5. Develop and approve system-wide policies, strategies and goals relating to the use of the System.
6. Develop and recommend a 10 year Strategic Plan, and update it annually, for the ongoing technical currency of the system infrastructure.
7. Establishing staff working groups from Member Entities to research technical and operational issues.
8. Identifying opportunities to enhance/upgrade Regional Radio System.

ARTICLE IV: Member Entities

1. MEMBERSHIP

The voting membership of the Advisory Council shall be comprised of one representative from each of the member counties that executes the Interlocal Agreement for Regional Radio Governance to join the Regional Radio System (collectively, ("Member Entities")).

- A. The maximum membership of the Advisory Council may be determined by a majority vote of the existing Member Entities. Each Member Entity will appoint a primary representative ("Representative") to vote and represent its interest on the Advisory Council.
- B. Member Entities are encouraged to have alternates for their Representatives ("Alternates") and have such Alternates attend all Advisory Council meetings. Representative will be entitled to only one vote. The Alternate may vote only when the Representative is absent. Representatives (and their Alternates when Representatives are not present) will have sole voting rights for their respective Member Entities.
- C. Each Representative and his or her Alternate shall be empowered with the authority to speak and act on behalf of the Member Entity. Each Member and Alternate shall be identified by name and so empowered in writing to the Chair of the Advisory Council, as needed.
- D. In the event of removal, resignation, or death of a Representative, the Member Entity shall promptly appoint a successor to fill the position and notify the chair of the Advisory Council in writing.
- E. Member Entities may not designate another Member Entity to serve as its proxy for voting purposes.



- F. All notices to Member Entities shall be directed to their respective Representatives.

2. REPRESENTATIVE DUTIES

Each Representative shall:

- Prepare for and attend scheduled meetings.
- Engage in open and honest communications.
- Provide an accurate representation of their respective Member Entity and all agencies represented by their Member Entity ("Agencies") in achieving the best system-wide outcome.
- Be knowledgeable of the business process of and the role of radio voice and data technology in supporting those processes.
- Be committed to collaborating to achieve the best interests of the Regional Radio System above the interests of an individual Member Entity or Agency.
- Become aware of and support the objectives of the Advisory Council.
- Be committed to serving as an active member of the Advisory Council for at least twelve months.
- Keep all Agencies represented by their Member Entity fully informed regarding the activities of the Regional Radio Advisory Council.
- Support consensus decisions and seek endorsement from their respective Member Entity.

3. ATTENDANCE REQUIREMENTS

If Representative fails to attend three consecutive regularly scheduled Advisory Council meetings, the Chair can request the Member Entity appoint a replacement representative. If the Member Entity fails to appoint a replacement within forty-five (45) days after written request from the Chair, the Advisory Council may by majority vote remove the Member Entity and terminate the Interlocal Agreement for Regional Radio Governance with respect to such Member Entity.

4. ENTITY WITHDRAWAL

Representative/Member Entities wishing to withdraw from the Advisory Council must provide 90 days' notice of their intent to withdraw to the Chair of the Advisory Council.

ARTICLE V: Officers

1. The officers of the Advisory Council shall consist of the Chair and Vice-Chair.



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2. All officers must be voting Representatives of the Advisory Council.
3. Terms will be for twelve months
4. Elections
 - Election of the Chair and Vice-Chair shall be conducted at the first meeting of the Advisory Council.
 - In subsequent years, the Advisory Council shall hold nominations and elections for the position of Chair and Vice-Chair within the first quarter of each calendar year.
 - Each officer's term shall be effective from the close of the meeting at which they were installed.
5. Chair's Roles and Responsibilities
 - Direct the operations of Advisory Council
 - Preside over all Advisory Council meetings
 - Represent the Advisory Council and serve as its primary spokesperson.
 - Assist with the transition of the newly elected Chair at the end of their term.
 - Coordinate meetings, including establishing the time and location.
 - Represent the Advisory Council to the city, county and town managers during temporary absences of the Regional Radio Advisory Council Sponsor.
 - Ensure activities comply with all applicable North Carolina and Advisory Council rules, regulations and laws.
6. Vice-Chair's Roles and Responsibilities
 - Assist the Chair in the performance of his/her duties
 - Assume such duties in the absence of the Chair.

ARTICLE VI: Regional Radio Advisory Council Sponsor

The City of Charlotte's Shared Services Director will serve as the Regional Radio Advisory Council Sponsor. The Regional Radio Advisory Council Sponsor will provide the following to the Advisory Council:

- A. Execute the strategic vision, direction and priorities as established by the Advisory Council for the Regional Radio System.
- B. Serving as a liaison for the Advisory Council.
- C. Advising the Advisory Council in the accomplishment of its mission.



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- D. Being an active advocate for the Regional Radio Advisory Council throughout the region.
- E. Assisting the Advisory Council Chair and other Advisory Council leaders in the management of the Regional Radio System.
- F. Provide staff to perform the following administrative functions of the Advisory Council:
 1. Schedule meeting dates and locations.
 2. Notify all Representatives of upcoming meetings.
 3. Ensure the preparation of meeting agendas.
 4. Record the minutes of all meetings.
 5. Disseminate meeting minutes and all appropriate documents to all Representatives in a timely manner following each meeting.
 6. Ensure that all documents being discussed at upcoming meetings are distributed to all Representatives sufficiently prior to such meeting as to allow for their review prior to such meetings.

ARTICLE VII: Regional Radio Communications Manager

The Regional Radio Communications Manager is the individual responsible for performing all related managerial duties for the Regional Radio System. The Manager will assist the Advisory Council by performing the following actions:

- A. Providing monthly Regional Radio System performance statistics as defined in any and all Radio Service Agreements in effect between the City of Charlotte and other members of the Advisory Council, so as to allow the Advisory Council to monitor system performance.
- B. Providing, as appropriate, regular system infrastructure capital project status reports, in order for the Advisory Council to ascertain project progress.
- C. Any further actions deemed appropriate by the Advisory Council.

ARTICLE VIII: Advisory Council Meetings

1. Regular Meetings

- Regular meetings of the full Advisory Council shall be held at least quarterly.
- Meetings may be held in person, via teleconference, internet conference, or by any other means deemed appropriate and approved by the Advisory Council.
- Regular and special meetings of the Advisory Council will be conducted in accordance with all applicable North Carolina laws and regulations.



- Meetings may be cancelled by the Chair upon agreement by a majority of the Member Entities.
 - Member Entities who will not have a Representative or Alternate present at a meeting will notify the Chair as soon as reasonably possible prior to the meeting.
 - If a meeting is cancelled, the Chair will notify Member Entities of the cancellation prior to the schedule meeting.
2. A quorum must be reached to conduct a vote.
 3. A quorum shall consist of a simple majority of the Member Entities.
 4. If a quorum has been reached, a simple majority of the Member Entities is required for approval of Advisory Council decisions and recommendations
 5. Immediately preceding a vote by the Advisory Council, the recording individual shall repeat the motion, name of the person making the motion and name the person seconding the motion. Any Representative may request to have his/her vote entered in the minutes.
 6. When both the Representative and Alternate are present at a regular meeting or special meeting, only the primary Representative may cast votes and be recorded in proceedings.

ARTICLE IX: Working Groups

The Chair of the Advisory Council may recommend the establishment of special or standing working groups to assist the Advisory Council ("Working Groups"). The Chair shall explain the duties and responsibilities of the Working Groups and any matters relating to its efficient operation in his/her recommendation. Working Groups shall be established based upon the majority vote of the Advisory Council.

1. Representatives.
 - Each Member Entity shall be entitled to appoint one qualified individual to serve on such Working Groups.
 - Representatives and/or Alternates may serve on any Working Group only upon obtaining the approval of a majority of the Advisory Council members.



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- o All members of Working Groups shall serve at the pleasure of the appointing Member Entity and may be replaced by the appointing authority in accordance with applicable law.
- o In the event of removal, resignation, or death of a Representative, the appointing Member Entity shall promptly appoint a successor to fill the position and notify the Chair of the Advisory Council in writing.

2. Chair

- Working Group(s) Chair shall be appointed by the Advisory Council.

ARTICLE X: Rules of Procedure

Unless otherwise specified, all matters of order and procedure shall be decided using the most recent edition of the Institute of Government's *Suggested Rules of Procedure for Small Local Government Advisory Councils*, as it may be amended from time to time..

ARTICLE XI: Amendment of Bylaws

Proposed bylaw changes are to be submitted as a discussion item on the agenda for the next regularly scheduled Advisory Council meeting. Changes/amendments will be voted upon at the end of Advisory Council meetings. A two-thirds vote of all Member Entities is required to amend the bylaws.

*Emily A. Kunze*Emily A. Kunze
11/25/2013**43. Regional Radio Advisory Council Interlocal Agreement**

Action: Adopt a resolution approving an Interlocal Agreement with Mecklenburg County and other counties that share use of the regional radio system to establish a Regional Radio Advisory Council.

Staff Resource: Charles Robinson, Shared Services

Explanation

- The City of Charlotte, Mecklenburg County, and the other government entities sharing the regional radio system (the "Member Entities"), desire to expand the system throughout the region, with the goal of enhancing and improving interoperability of public safety communications between and among government entities. To facilitate that effort, the Member Entities wish to create a Regional Radio Advisory Council that will:
 - Guide the strategic growth and development of the regional radio system;
 - Establish regional performance and technical standards for the regional radio system;
 - Establish interoperability processes and procedures; and
 - Provide a formal structure for ongoing oversight and administration.
- Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the Member Entities to adopt an interlocal agreement establishing a Regional Radio Advisory Council to fulfill these functions.
- Founding representatives of the Regional Radio Advisory Council include Mecklenburg, Union, and Cabarrus Counties.
- Participating local governments will appoint one staff member to serve as Regional Radio Advisory Council representative on behalf of their county.
- The Regional Radio Advisory Council representative serves in a technical and advisory capacity.
- The City of Charlotte Shared Services Director will serve as liaison to the council.
- The proposed Interlocal Agreement is intended to augment all existing Tactical Interoperability Communications Plans published by signatory entities, the North Carolina Statewide Communications Interoperability Plan, and the National Emergency Communications Plan.
- The Mecklenburg County Board of County Commissioners approved the Agreement on November 19, 2013, and appointed Chief Jon Hannan, Charlotte Fire Department, as the regional radio advisory council representative for Mecklenburg County.

Background

- The City of Charlotte and Mecklenburg County entered into an Interlocal Agreement consolidating all functions of the Public Safety Radio Network within Mecklenburg County under the City of Charlotte in December of 2003.
 - The Interlocal Agreement anticipated the regionalization of the radio system by stating, "The City and the County shall work together to foster regional use of the Radio Network and will develop a regional plan for approval by the Radio Communications Council to promote regional participation.
 - The plan will promote regional use of the Radio Network within the Network's present and future capacity. At all times public safety and homeland security users will have priority."
- The City is the lead agency for the regional communications interoperability of public safety agencies within the Urban Area Security Initiative 11-County

Region. As the lead agency, the City has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants.

- Since 2003, other local government entities including Union County, Cabarrus County, Kannapolis, Concord, and Gastonia have joined Charlotte and Mecklenburg County in sharing use of the regional components of the radio system and have signed service agreements to that effect.

Attachment 19

Regional Radio Advisory Council Interlocal Agreement
Regional Radio Advisory Council Charter
Regional Radio Advisory Council By-Laws
Resolution



Stanly County Board of Commissioners

Meeting Date November 18, 2013

Presenter: Andy Lucas, County Manager

Consent Agenda	 Regular Agenda
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ITEM TO BE CONSIDERED

Interlocal Agreement for Emergency Radio Services

Back in late June 2013, the County made a decision to construct a new 800 MHz public safety emergency radio system and join the Charlotte area network (also known as UASI – Urban Area Security Initiative).

Subject

Attached please find an Interlocal agreement with the City of Charlotte and Mecklenburg County for master site and regional asset maintenance/support cost sharing. The Interlocal agreement also provides the cost and structure for technical support, and outlines the governance for oversight of the regional emergency radio system assets.

The County's initial payment will commence one (1) year accepting a new and functional 800 MHz radio system in Stanly County.

Requested Action

Consider and approve the Interlocal agreement as presented.

APPROVED

Signature: Andy Lucas

Dept Central Administration

Date: 11/18/13

Attachments: yes no

Review Process

	Approved		Initials
	Yes	No	
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	
Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	
County Manager	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

Certification of Action

Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on

November 18, 2013

Tyler Brummitt 11/19/13
 Tyler Brummitt, Clerk to the Board Date

Mecklenburg County

KD120

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT
FOR RADIO SERVICE**

THIS INTERLOCAL AGREEMENT FOR RADIO SERVICE (the "Agreement") is entered into on _____, 2013 and made effective as of _____, 2013 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation ("Charlotte"), MECKLENBURG COUNTY, a political subdivision of the State of North Carolina ("Mecklenburg County"), and STANLY COUNTY, a political subdivision of the State of North Carolina ("Stanly County").

WITNESSETH:

WHEREAS, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

WHEREAS, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region;

WHEREAS, Stanly County and Charlotte/Mecklenburg County recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

WHEREAS, Stanly County and Charlotte/Mecklenburg County have made the enhancement of homeland security an increased priority, and both entities are committed to securing grant funds for the Radio System and to assisting each other in the recruitment of regional users for the system;

WHEREAS, Stanly County and Charlotte/Mecklenburg County now desire to expand the Radio System into Stanly County through connection with the Stanly Radio Subsystem, and to consolidate operation and management of the Radio System under the City of Charlotte;

WHEREAS, North Carolina General Statutes §§153A-445(a)(1) and 160A-460 *et. seq.* authorize Charlotte/Mecklenburg County and Stanly County to enter into an interlocal agreement regarding connection of the Stanly Radio Subsystem to the Radio System;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

- Exhibit A:** FCC Licenses
- Exhibit B:** Baseline Radios and Consoles
- Exhibit C:** Service Level Agreement (SLA)
- Exhibit D:** Service Fee Schedule

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. Definitions.

- 2.1. **"Baseline Number"** means the number of radio and console units used by Stanly County and each of their Agencies as of the Effective Date., as set forth in **Exhibit B**.
- 2.2. **"Stanly Administrator"** means the entity designated by the Stanly RCC from time to time to serve as administrator for the Stanly Radio Subsystem. Stanly County has been designated the Stanly Administrator as of the Effective Date.
- 2.3. **"Stanly Agency"** means any division of Stanly County, or any other organization or division of an organization that operates within Stanly County, and has signed an agreement with the Stanly Administrator for use of the Radio System,
- 2.4. **"Stanly Radio Subsystem"** means the 4-site, 8 channel ASTRO P25, Simulcast System located in Stanly County, all hardware and software encompassed in the foregoing, and all updates and enhancements to the foregoing, which subsystem will interface to the Regional Master Site and comprise an expansion of the Radio System into Stanly County (though it will not be considered part of the Radio System for purposes of this Agreement). The Stanly Radio Subsystem will be owned by Stanly County at all times during and subsequent to the term of this Agreement.
- 2.5. **"CPI Increase"** means the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI") during the twelve-month period preceding the date at which the CPI Increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.
- 2.6. **"Effective Date"** means the date when this Agreement has been ratified by resolution by all governing units that are listed as a party to this Agreement.
- 2.7. **"FCC Licenses"** means the authorizations issued by the Federal Communications Commission ("FCC") which are listed in **Exhibit A**.
- 2.8. **"Operator"** means either Charlotte or Mecklenburg County, whichever is then responsible for the operation, maintenance, licensing and upgrade of the Radio System. Charlotte is the current Operator. If Mecklenburg County becomes the Operator, it will continue to fulfill the terms of this Agreement.
- 2.9. **"Public Safety Agencies"** means Agencies whose primary function is law enforcement, fire fighting or emergency medical care, as reasonably determined by the Operator.
- 2.10. **"Radio Communication Council"** means the council of Stanly Agencies that use the Radio System, as described more specifically in **Section 3.8** of this Agreement.
- 2.11. **"Radio Service Fee"**: means the annual fee to be paid by the Stanly Administrator for the Stanly Agencies for the performance of Operator Services and access to the Radio System, as described more specifically in Exhibit D.
- 2.12. **"Radio System"** means: (a) the 800 MHz trunked radio system infrastructure currently operated by Charlotte (consisting of eight primary Simulcast tower sites and related

operations), (b) the Regional Master Site and all subsystems currently a part of the radio system by agreement with the Operator, (c) all hardware and software encompassed in the foregoing infrastructure; (d) all updates and enhancements to the foregoing; and (e) the FCC Licenses. The Radio System does not include mobile and portable radio subscriber devices, nor does it include the Stanly Radio Subsystem.

- 2.13. **"Regional Master Site"** means the radio infrastructure and associated site(s) used by the Operator to control the network, optimize performance, and facilitate interoperable communications between the different agencies and radio subsystems.
- 2.14. **"Regional Radio Board"** means the regional radio board created by the Interlocal Agreement for Regional Radio Agreement entered into by and among Charlotte and various other government entities to: (a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures.
- 2.15. **"Service Level Agreement" or "SLA"** means the agreement setting forth the detailed obligations of Charlotte and Stanly County and attached as **Exhibit C** to this Agreement.

3. Responsibilities of the Parties.

- 3.1. **FCC Licenses.** Throughout the term of Agreement, Stanly County will provide the Operator the use of radio frequencies licensed to Stanly County pursuant to the FCC Licenses attached as **Exhibit A**. All FCC license shall remain the sole property of the original licensee. It is understood and agreed by the parties that the FCC Licenses identified in **Exhibit A** are subject to amendment as the Stanly Radio Subsystem is built out, and that Stanly County will be responsible for obtaining FCC amendment of the FCC Licenses to list all new Stanly County locations. The Operator shall remain responsible for ensuring that the frequencies are properly used. Other than the amendments referenced above, the Operator shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.
- 3.2. **Operator Responsibilities.** The Operator will be responsible for performing the functions set forth in **Exhibit C**, the SLA, relating to the management of the Stanly Radio Subsystem and Radio System ("Operator Services").
- 3.3. **Radio Service Fees.** As a condition to using the Radio System and performance of the Operator Services, the Stanly Administrator shall pay the annual Radio Service Fee to the Operator, as described in **Exhibit D**. On or before December 31st of each year, the Operator will calculate and notify the Stanly Administrator of the Radio Service Fees for the upcoming twelve-month period beginning on July 1st of that year (the "Fee Notice") based on the then current Service Level Agreement. On or before January 31st of each year, the Stanly Administrator shall notify the Operator of any disagreement with any of the information reflected on the Fee Notice or any proposed changes to the Service Level Agreement.

Radio Service Fees and the allocation thereof will be reviewed over time by the Operator as infrastructure and customer changes occur, any proposed changes to customer fee allocations will be reviewed by the Regional Radio Board. The Operator shall adjust the Radio Service Fees each year in advance to an amount necessary to fund the costs associated with the Operator Services. Notwithstanding the foregoing, the types of costs taken into account in determining the Radio Service Fees shall be limited to the types of costs shown for Stanly County in **Exhibit D**. The Stanly Administrator will be responsible for paying the Radio Service Fees to the Operator in accordance with **Section 3.6**.

- 3.4. **Limit on Increases to Radio Service Fees.** Notwithstanding the above, the Operator shall not increase the amount of the Radio Service Fees for a given year by more than the percentage CPI increase during the preceding calendar year (such number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding calendar year of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for Operator Services provided that such price increase is not due to delay or negligence on the part of the Operator or was not reasonably avoidable by the Operator, and provided further that any such increase attributable to the Radio System is appropriately allocated among all subscribers of the Radio System. The Operator will notify Stanly Administrator of any changes to each fiscal year's Radio Service Fee not later than December 31st of the preceding fiscal year (assuming the fiscal year begins on July 1).
- 3.5. **Exception for Force Majeure or Unanticipated Expense.** Upon the occurrence of a Force Majeure Event (as defined in **Section 6.5**), or an Unanticipated Expense (as defined below), the Operator shall have the option to do one of the following: (a) assess the Stanly Agencies a special, one-time charge to pay the expenses made necessary by the Force Majeure Event or Unanticipated Expense ("Emergency Expenses"); or (b) fund the cost of the Emergency Expenses to the extent that Charlotte City Council has appropriated funds that can be used for this purpose, and obtain reimbursement of such payments from future Radio Service Fees; or (c) fund the cost of the Emergency Expenses through a plan approved by the Operator, Mecklenburg County and Stanly County; or (d) if it is no longer in the Operator's best interest to operate the Radio System as a result of the Force Majeure Event (such as, for example, in a situation where the Radio System is no longer operable and there are no funds appropriated to make it operable), elect to cease operating the Radio System and terminate this Agreement upon ninety (90) days prior written notice to Stanly County. If the Operator elects options (a) or (b) of the preceding sentence and the result will be to increase the charges to Stanly County for using the Radio System by more than 25% for that year, then Stanly County, acting collectively, shall have the option to terminate this Agreement upon sixty (60) days prior written notice to the Operator, unless the Operator notifies them in writing after receipt of such termination notice that the Operator has found an alternative way to fund the Emergency Expense, or has found a way to operate the Radio System without incurring such expense.
- 3.6. **Payment of Radio Service Fees.** The Stanly Administrator will serve as administrative contact for the Operator with respect to management of the Stanly Radio Subsystem. The Operator will bill Stanly County directly for the Radio Service Fees, and Stanly County will be responsible for collecting the Radio Service Fees from any other Stanly Agencies that are not part of Stanly County. Stanly County shall pay the Radio Service Fees to the Operator semiannually in advance, not later than August 31st and January 31st of each year for the fiscal year beginning on the preceding July 1. In the event Stanly County fails to pay the Radio Service Fees within sixty (60) days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.
- 3.7. **Strategic Plan.** The Operator and the Stanly Radio Communications Council ("RCC") will be jointly responsible for the development and biennial review of a strategic plan for upgrading and modernizing the Stanly Radio Subsystem (the "Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Stanly Radio Subsystem over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or reliability of the Stanly Radio Subsystem. The biennial review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every three years the Operator and Stanly RCC will jointly update the Strategic Plan to evaluate the impact to the Radio System and the Stanly Radio Subsystem, incorporate new developments, modify project plans and

identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the Business Support Services Key Business Executive and by the Stanly RCC, provided that the Stanly RCC shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a Stanly Agency's Radio Service Fees as defined in **Section 3.3**, or (b) require a Stanly Agency to make a significant investment in new equipment; or (c) have a material negative impact on a Stanly Agency's ability to use the Radio System or the Stanly Radio Subsystem, including creating problems involving capacity or interoperability. The Stanly RCC shall be deemed to have approved the Strategic Plan unless within sixty days after the RCC's receipt of the Strategic Plan, the Stanly Administrator gives the Operator specific written notice of each objection thereto. However, neither the Homeland Security Director nor the Business Support Services Key Business Executive shall have the authority to commit Charlotte, Mecklenburg County or any of Stanly County to spend any funds on the Radio System or the Stanly Radio Subsystem outside of the Radio Service Fees as required by this Agreement. All budgetary and funding commitments on the part of Charlotte and Mecklenburg County must be approved by City Council and the County Board of Commissioners, respectively, and all budgetary and funding commitments on the part of Stanly County must be approved by the Stanly County Board of Commissioners, other than the Radio Service Fees which were approved by each entity's governing board through the resolution authorizing this Agreement.

- 3.8. **Stanly Radio Communications Council.** The parties recognize that the Stanly Radio Subsystem serves Stanly County, and that Stanly Agencies have a legitimate interest in the operation, maintenance, and management of the Stanly Radio Subsystem. Therefore, Stanly County, agrees to establish a Radio Communication Council (the "Stanly Radio Communications Council," or the "Stanly RCC") to discuss and make decisions regarding all approvals, input and other action items required under this Agreement (including but not limited to providing guidance to the Operator in developing the Strategic Plan). The Stanly RCC shall appoint the Stanly Administrator, and the Stanly Administrator shall accept notices and communicate with the Operator on behalf of the Stanly RCC regarding all approvals and other actions required by this Agreement. At execution of this Agreement, the Stanly RCC has designated Stanly County as the Stanly Administrator. The Stanly RCC may change the Stanly Administrator by agreement in accordance with Stanly County' Interlocal agreement, upon thirty (30) days prior written notice to the Operator.
- 3.9. **Regional Radio Board.** The parties acknowledge that the Regional Radio Board has been established to: a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures. By executing this Radio Service Agreement, Stanly County agrees to have a single representative properly appointed by the Stanly RCC to serve on the Regional Radio Board to represent all Stanly Agencies.
- 3.10. **Adding Additional Radios.** Stanly County shall be entitled to use the Baseline Number of radios on the Stanly Radio Subsystem. In addition to the Baseline Number, Stanly County shall be entitled, through the Stanly Administrator: (i) to add additional public safety radios to the Stanly Radio Subsystem by notifying the Operator, and (ii) to add non-public safety radios to the Stanly Radio Subsystem by notifying the Operator, provided that adding such non-public safety radios will not in the Operator's reasonable judgment reduce agreed upon service level for the Stanly Radio Subsystem or the Radio System. If a Stanly Agency requests an increase in radios that will require a change in the Service Level Agreement, the Operator and the Stanly Administrator will work jointly to determine "remedy" option(s). If an agreed option includes need of Stanly Radio Subsystem upgrades or increased service staffing, etc., the operator can increase the Stanly Agency's Radio Service Fees for that fiscal year to account for any costs realized by the Operator for such additional service level that are agreed upon by both parties in advance, provided that if no agreement is reached then the Operator may deny the request to increase the radios.

- 3.11. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Stanly Agency or additional radios to the Stanly Radio Subsystem. It is also understood that public safety agency access and utilization of the Radio System is first priority and that the access of other agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Safety Agencies. However, the Operator will seek to avoid restricting Stanly Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority. The Operator will notify the Regional Radio Board when new access requests have the potential to require reprioritizations or restrictions that impact current Radio System participants.
- 3.12. **Emergency and Planned Access By Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System upon request. Temporary access for anything other than an emergency must be coordinated with the Operator as soon as reasonably practicable, but not later than the sooner of: (a) 14 calendar days prior to the date access will be needed by the Stanly Agency; or (b) the date the Stanly Agency first learned of the event giving rise to the need for access. For purposes of this Agreement, emergencies include only those events that could not have reasonably been foreseen. Speedway events and other planned functions will not be deemed emergencies.
- 3.13. **Radio System Identification Access Code and System Key.** It is contemplated that the Stanly Agencies will each have their individual radio units programmed either by the Operator or by an authorized representative of the Operator. Stanly County will not have access to the Radio System identification access code nor to the system key, except pursuant to a separate written agreement signed by the Operator that will address restrictions on access to such information and remedies in the event of default.
- 3.14. **Access to Facilities, Software and Equipment.** Throughout the term of this Agreement, the Stanly Agencies shall provide the Operator with unlimited access to any equipment or software in their possession or control that the Operator needs to access in order to perform its obligations under this Agreement (with such access being provided 24 hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, or 366 days a year during leap years).

4. **Term and Termination.**

- 4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7th) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the Stanly Radio Subsystem shall remain the property of Stanly County, and the Operator's rights to use the radio frequencies licensed to Stanly County pursuant to the FCC Licenses attached as **Exhibit A** shall revert to Stanly County (with each entity owning the licenses that it owned prior to the Effective Date of this Agreement). Notwithstanding the forgoing, the event of termination: (a) Stanly County shall have no use or ownership rights with respect to any other FCC Licenses, or any other assets or licenses associated with the Radio System; and (b) all assets purchased with UASI federal grant funds shall be returned to the Operator for use within the Radio System, except upgrades that have been made to the Stanly County Subsystem during the duration of this Agreement that cannot practicably be removed without a material detrimental impact to the

Stanly County Subsystem ("Essential Upgrades") will belong to Stanly County. The parties agree that the Essential Upgrades will not include system to system connectivity hardware and software that is used to connect the Stanly Subsystem to the Radio System. The parties further agree that the Essential Upgrades purchased with UASI funds will not belong to Stanly County to the extent prohibited by the UASI grant or by federal law.

4.2. This Agreement may be terminated as follows:

- 4.2.1. **Mutual Consent.** The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on all users of the Radio System.
 - 4.2.2. **Termination for Default.** The Operator may terminate this Agreement on behalf of Charlotte and Mecklenburg County in the event any of Stanly County materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following Stanly County' failure to cure. Stanly County (acting collectively) may terminate this Agreement with respect to Charlotte and Mecklenburg County in the event the Operator materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following the Operator's failure to cure. Notwithstanding the forgoing, if the breach in question cannot reasonably be cured within a six month period, then the cure period shall be automatically extended for a time period that is reasonably sufficient to cure the breach, so long as the party in breach is diligently and in good faith attempting to cure. A notice of breach under this Section shall not be effective unless it specifically identifies the breach and what must be done to cure it. Nothing herein shall be deemed to prohibit the Operator from cutting off radios pursuant to **Section 3.6** in the event of non-payment.
 - 4.2.3. **Termination Without Cause.** Either Charlotte and Mecklenburg or Stanly County may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party.
 - 4.2.4. **Termination Due To Force Majeure.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 6.5** in the event of a Force Majeure Event.
 - 4.2.5. **Termination Due To Emergency Expense or Unanticipated Expense.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 3.5** in the event of a Force Majeure Event.
 - 4.2.6. **Any Termination Must Apply to All Entities.** Notwithstanding the foregoing, if the Operator terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by the Operator (b) shall be on behalf of both Charlotte and Mecklenburg; and (c) shall be effective as to all Stanly Agencies on the same date. Notwithstanding the foregoing, if Stanly County terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by Stanly County; (b) shall be on behalf of Stanly Agencies; and (b) shall be effective as to Charlotte and Mecklenburg on the same date.
5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For Charlotte	For the Stanly County
Name: Charles L. K. Robinson	Name:
City of Charlotte – 9 th Floor	Stanly County
600 East Fourth Street	Address:
Charlotte, NC 28202	
Phone: 704-432-3539	Phone:
Fax:	Fax:
E-Mail clrobinson@charlottenc.gov	E-Mail :
With Copy To:	With Copy To:
Name: Cindy White	Name:
City Attorney's Office	County Attorney's Office
600 East Fourth Street	
Charlotte, NC 28202	
Phone:704-336-3012	Phone:
Fax:	Fax:
E-Mail: cwhite@charlottenc.gov	E-Mail :
Operator's Representative:	
Danny Lovett	
City of Charlotte	
527 Spratt Street	
Charlotte, NC 28206	
Phone:704-336-2381	
Fax:	
E-Mail: jlovett@charlottenc.gov	
For Mecklenburg County:	
Name: John McGillicuddy	
Mecklenburg County	
600 East Fourth Street	
Phone:704-336-2661	
Fax:	
E-Mail: John.McGillicuddy@mecklenburgcountync.gov	
With Copy To:	
Name:	
County Attorney's Office	
600 East Fourth Street	
Charlotte, NC 28202	

Phone:	
Fax:	
E-Mail	

5.2. All other notices shall be sent to the Operator's Representative Manager (if to Charlotte), and to the Radio Manager designated by the party in question, if to Mecklenburg County, or Stanly County as identified at the most recent address provided in writing by such party.

6. Miscellaneous.

6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties. Any assignment attempted without the written consent of the other parties shall be void.

6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If any party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other parties in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Radio System, exclusive of the Stanly Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Stanly County agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the

Stanly Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duties of the parties, either the Operator or Stanly County may elect to terminate this Agreement with ninety (90) days written notice to the other parties hereto if: (i) if the Force Majeure Event has rendered the Radio System inoperable and insufficient funds have been appropriated for the Operator to make the Radio System operable; or (ii) if the Force Majeure Event has rendered the Stanly Radio Subsystem inoperable and insufficient funds have been appropriated for Stanly County' to make it operable. Notwithstanding the foregoing, a Force Majeure Event may result in an increase in Radio Service Fees as provided in **Section 3.5**.

- 6.6. *RIGHT TO AUDIT.* Any party shall have the right to audit at its own expense any of the other parties' records associated with the Radio System or the Stanly Radio Subsystem, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.
- 6.7. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.8. *WAIVER.* No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 6.9. *SURVIVAL OF PROVISIONS.* Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 6.10. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 6.11. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 6.12. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 6.14. *INDEMNIFICATION.* To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens,

demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. To the extent permitted by applicable law, the Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

6.15 *LIMITATION OF LIABILITY / EXCLUSIVE REMEDY.* The Stanly Agencies' remedies for breach of this Agreement by the Operator are limited to a refund of Radio Service Fees paid under this Agreement for the year in which the breach occurred, and termination of this Agreement in accordance with **Section 4**. To the fullest extent permitted by law, neither Charlotte, nor Mecklenburg nor the any of Stanly County shall be liable to the other parties or to any third party for any direct, consequential, indirect, special damages, lost profits or attorneys' fees in connection with any matters relating to this Agreement, and both parties hereto waive any right they may have under this Agreement, at law or in equity to recover such damages, profits or fees from the other party.

6.16 *DISPUTE RESOLUTION.* If any Stanly Agency has a concern related to the Radio Services provided under this Agreement, the Stanly Agency shall first contact the following individuals with the City, to discuss the concerns:

Danny Lovett Operator's Representative 704.336.2381

If after contacting the above-listed individuals, or their successors, the Stanly Agency's concerns have not been resolved, the Stanly Agency shall escalate their concerns to the City's Business Support Services Key Business Executive (BSS KBE), who will designate a team to discuss the concerns face-to-face within thirty (30) days after receiving notice that the Stanly Agency was unable to resolve its concerns by discussions with Operator's Representative. The Stanly Agency shall follow this process for dispute resolution prior to initiating any civil action or other proceeding against the City in connection with this Agreement. Notwithstanding the foregoing, if an issue comes to the Shared Services Director that is within the responsibilities of the Regional Radio Board as set forth in the Regional Radio Board governing documents, the Shared Services Director will refer the issue to the Regional Radio Board.

6.17 *COOPERATION REGARDING FUTURE GRANTS.* The Operator and the Stanly Agencies will cooperate in good faith in applying for and obtaining any future grants for projects or purchases that the parties mutually agree are consistent with the needs of the Radio System and the Stanly Radio Subsystem and will be feasible within budgetary constraints. The parties may also pursue individual grant opportunities.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

BY: Tyler Brummett

STANLY COUNTY

BY: Gene McIntyre
NAME: Gene McIntyre
TITLE: Chairman
DATE: 11-18-13

ATTESTED:

BY: Emily Akenz

CITY OF CHARLOTTE

BY: Eric D. Campbell
NAME: ERIC D. CAMPBELL
TITLE: ASSISTANT CITY MANAGER
DATE: 12/19/2013

ATTESTED:

BY: ~~Emily Akenz~~
Chris Peek

MECKLENBURG COUNTY

BY: Chris Peek
NAME: CHRIS PEEK
TITLE: DEPUTY COUNTY MANAGER
DATE: 4.8.14

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

N/A
Director of Finance
City of Charlotte

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. No Preaudit required

Manda Reev
Director of Finance
Mecklenburg County

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

John R. Kinross
Director of Finance
Stanly County

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY

Exhibit A
FCC Licenses

No frequencies included as of the date of agreement execution

Exhibit B

Baseline Radios and Consoles

Stanly:	300 subscriber units and 9 communications consoles
Others:	1300 subscriber units
TOTAL:	1609

Notwithstanding anything contained herein to the contrary, no services will be provided for personal radios (those not owned by the Stanly Agency paying for the applicable service)

Exhibit C
Service Description and Service Level

DESCRIPTION OF RADIO SERVICE

Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

In consideration of Stanly County performance of their obligations under the Agreement, including payment of the Radio Service Fees, the Operator will provide the following services:

1. MANAGEMENT RESPONSIBILITIES. Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the Radio System. These functions include, but are not limited to:

1.1. Radio System Operation and Management.

- 1.1.1. Assignment of radio identification numbers for subscriber radios.
- 1.1.2. Management of the Regional Master Site Controller database. This includes the assignment and deletion of subscriber IDs, the assignment and control of features such as private call, messaging features, and Security Group assignment.
- 1.1.3. Negotiation, implementation, and monitoring of all contracts and leases required for the operation of the Radio System (within the bounds of the Operating Budget).
- 1.1.4. Providing necessary reports and updates related to the Radio System and Stanly Radio Subsystem operation and upgrade projects.
- 1.1.5. Evaluation of all requests for new or additional equipment, including the potential for adverse loading effects. The request and evaluation may be presented to the Stanly Radio Communication Council for consideration and comments.
- 1.1.6. Managing the loading and performance of the Radio System.

1.2. Fixed Site Management.

- 1.2.1. Maintaining all fixed site equipment associated with the Radio System and the Stanly Radio Subsystem .
- 1.2.2. Using diligent efforts to ensure that all Radio System and the Stanly Radio Subsystem equipment failures and/or problems receive priority service necessary to maintain the agreed upon system availability (see paragraph 2.1.1).
- 1.2.3. Submitting status reports and updates on construction projects relating to the Radio System or the Stanly Radio Subsystem to the Stanly Radio Communication Council.
- 1.2.4. Documentation and maintenance of all equipment records associated with the fixed site equipment utilized in the Radio System and the Stanly Radio Subsystem.

1.3. Strategic Planning.

- 1.3.1. Design and support associated with sufficient signal strength coverage on the Radio System and the Stanly Radio Subsystem for public safety services.
- 1.3.2. Identifying and evaluating new technology and/or potential enhancements and upgrades for the Radio System and the Stanly Radio Subsystem.
- 1.3.3. Working with the Stanly Radio Communication Council to develop the "Strategic Plan" as described in **Section 3.7**.
- 1.3.4. Working with the Stanly Radio Communication Council to review and update the Strategic Plan every two years. The Radio Communication Manager will make a report at the end of each fiscal year to inform all parties of progress being made to implement the Strategic Plan.

1.4. Development of Budget and Chargeback Model

- 1.4.1. Adjusting the annual Radio Service Fees if necessary as provided in the Agreement.
- 1.4.2. Development of capital and operating budgets necessary for the operation, maintenance, and upgrade of the Radio System.
- 1.4.3. Review and revise radio services chargeback models as required to ensure appropriate allocation of Radio System and Stanly Subsystem costs.

2. RADIO NETWORK SERVICE LEVELS. The Operator will provide the following levels of service to the Customer.

- 2.1.1. "*Radio Network Availability*" is defined as the total actual uptime of the Radio System and Stanly Radio Subsystem divided by the amount of possible available uptime less: (a) scheduled downtime and (b) downtime due to Force Majeure. The "Targeted Network Availability" is 99.9%, as measured by the Motorola Monthly Metrics Report.
- 2.1.2. If the Radio Network Availability, as measured by the Motorola Monthly Metrics Report, is less than Targeted Network Availability for three consecutive monthly reporting periods, or four months out of any consecutive twelve-month period, the Stanly Agency will receive a credit against future Radio Service Fees equal to 25% of the operating expense portion of the Stanly Agency's Radio Service Fee for each month of non-compliance.
- 2.1.3. If Radio Network Availability drops below Target Network Availability for two consecutive monthly reporting periods, the Radio Communication Manager will inform all affected Stanly Agencies as to the nature of the problem, the proposed resolution and the timeframe for resolution.
- 2.1.4. Upon written request to the Operator, the Stanly Administrator will receive a copy of the monthly "Metrics Report" delivered by Motorola, or any other company then monitoring the Radio Network.

2.2. Service Level for Network Access. The Operator shall comply with the following "Service Levels for Network Access."

- 2.2.1. New radio IDs will be issued within 2 working days of receipt of request, provided that the Operator's Representative has determined that such additional radios are allowable within the terms of the Agreement.
- 2.2.2. Operator will provide level of access to personnel approved by the Stanly Administrator needed to make subscriber update changes to the User Configuration Manager (UCM).

2.3. Service Level Requirements for Emergency Service Calls. The Operator shall comply with the following "Service Levels for Emergency Service Calls."

- 2.3.1. **Definition of Emergency Service Calls.** Severity Level 1 calls as defined in the chart below shall constitute "Emergency Service Calls." All Severity Level 2 and below service calls shall constitute "Routine Service Calls, and shall be subject to Section 2.4 of this Exhibit.

Severity Level	Problem Type and examples (If applicable)
<p>Severity 1 Total loss of communications or functionality. Affected equipment is in excess of 20% at any one site or location. 7X24 response</p> <p>THIS IS DENOTED BY THE STANLY AGENCIES AS AN EMERGENCY SERVICE CALL</p>	<p>Regional controller down. Network Down. Network in "Site trunking" (HP or Database server down). Console down.</p>
<p>Severity 2 Network impaired, but affected equipment is not in excess of 33% at any one site or location. 8X5 standard business day response.</p> <p>THIS IS DENOTED BY THE STANLY AGENCIES AS A "ROUTINE SERVICE CALL". ALL SEVERITY 2 AND BELOW ARE "ROUTINE SERVICE CALLS"</p>	<p>Configuration issues - Single X-terminal problem (local or remote). Trackball broken</p>
<p>Severity 3 Non-critical questions. Technician is not on site. 8X5 standard business day response. ROUTINE</p>	<p>Upgrades or intermittent problems, Network problems presently being monitored. Parts Question. Scheduled Preventative Maintenance.</p>
<p>Severity 4 Specific statement of work performed at scheduled date. ROUTINE</p>	<p>Scheduled upgrades and Network expansions.</p>

2.3.2. Service Levels for Emergency Service Calls

Service Level for Emergency Service Calls	Response To Emergency Service Calls
Telephone Answering by Human Operator (land line, cellular or radio)	100% of calls answered will be answered by a Human Operator. This is currently Motorola's responsibility.
Call Logging	100% of onsite emergency calls logged within 1 hour.
Call Routing	100% of calls routed within 15 minutes of call conclusion. This is currently Motorola's responsibility.
Repair of Covered Equipment (for which the Stanly Agency purchases maintenance under this Agreement)	Radio Technician arrives, troubleshoots, diagnoses, starts repairs, or swaps out failed equipment, 80% of requests within 2.5 hours, provided that if the request involves the radio console work, will begin within 2.5 hours (including work performed remotely) 100% of the time.

2.4. Service Level Requirements for Routine Service Calls. The Operator shall exercise reasonable diligence in responding to Routine Service Calls, and will provide the Stanly Agencies with the same level of service in this regard as is received by Operator's agencies.

3. MAINTENANCE SERVICES. The following services are provided as an optional service referenced in **Exhibit D** "technician support". If the "technician support" option is not chosen, the Operator will provide such services if and when requested by the Customer based on resource availability and at the Operator's then current prices for such service.

3.1. Installation and removal of mobile equipment. Installation and removal of electronic equipment mounted in a vehicle or on motorized equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply:

3.1.1. Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.

3.1.2. Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.

3.1.3. All work will be completed to specifications and price agreed to at time of scheduling.

3.2. Maintenance of electronic equipment. This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply.

3.2.1. Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the customer will be contacted and a completion schedule established.

3.2.2. Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.

3.2.3. Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.

3.3. Batteries. The Operator agrees to maintain a stock of batteries for the radios utilized on the radio system. Batteries can be purchased at the Motorola Trunked Customers Group Price.

3.4. Consultation and Project Management Services. The following Services may be purchased from the Operator on a case-by-case basis on terms mutually acceptable to the Stanly Agency and the Operator.

3.4.1. Assistance in the design and installation of specialized communication systems.

3.4.2. All special projects will be completed to project specific agreed upon standards.

3.4.3. Project pricing and scheduling will be negotiated with the requesting Stanly Agency.

4. EXCLUDED SERVICES. The Radio Service shall not include and the Operator shall not be required to perform the following:

4.1. Services to equipment which has become defective other than through normal wear and usage, such as, but not limited to:

4.1.1. Accidents, physical or electronic misuse or abuse.

- 4.1.2. Unauthorized attempts by personnel or third parties not from the Operator's Radio Shop to repair, maintain or modify the equipment.
- 4.2. Services to equipment that is necessary because of unauthorized relocation, reinstallation, or other activities that have altered the equipment or Radio System or Stanly Radio Subsystem.
- 4.3. Services required because of unauthorized connection of radio equipment to other machines, equipment, or devices.
- 4.4. Services required because of unauthorized alterations to other equipment, machines or devices to which the equipment or Radio System or Stanly Radio Subsystem is connected.
- 4.5. Service needed for Computer terminal due to phosphor burned or defective CRTs.
- 4.6. Service to personal radios (those not owned by the Stanly Agency paying for service)

1 3
2 4 5
6 7 8

Exhibit D

FEEES FOR EQUIPMENT MAINTENANCE AND SUPPORT

FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT. Annualized costs associated with services to be provided are detailed below. These costs will be reviewed annually in accordance with **Section 3** of the Agreement.

Annualized costs in the Contract Costs section below will begin one (1) year after acceptance of the Motorola system. Actual charges will be prorated based on date of system acceptance.

<u>Motorola Contract Costs</u>	Annualized
SSC with Metrics	\$72,575
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, and performance reporting</i>	
Upgrade Assurance Program(SUA II)	\$74,550
<i>Cover hardware and software cost necessary for keeping the system current.</i>	
Infrastructure Repair/Advanced Replacement	\$57,326
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs, dependent on part availability.</i>	
Stanly Contracts Total	\$204,451

Charges below will not be in effect until such time as the Stanly Subsystem is connected to the Regional Radio System. Pricing below is annualized costs. Actual charges will be prorated based on date of service connection:

		Master Site Total
Master Site Shared Cost (19.8%)		
Upgrade Assurance Program(SUAII)	\$45,217	\$228,368
<i>Cover software and hardware cost necessary for keeping the system current.</i>		
SSC	\$55,049	\$278,024
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, training and performance reporting</i>		
Infrastructure Repair/Advanced Replacement	\$7,895	\$39,871
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs.</i>		
Regional Master Site Total	\$108,161	\$546,263
Contract Section Subtotal	\$312,612	

Charlotte CIT Support	\$126,900
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<p>This cost is for support provided to ensure proper maintenance and operation of the Stanly Radio Subsystem. It includes tower infrastructure maintenance, RCC support, console maintenance, planning, and administration work effort equivalent to one full time network engineer, radio account management services equivalent to one-fourth business system associate FTE and related radio service management and strategic planning.</p>	
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TOTAL	\$439,512
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Technician support (optional)	\$88,336
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<p>A FTE (full-time equivalent) technician to provide subscriber equipment troubleshooting/repair, radio programming. Support can be provided to all devices associated with the Stanly Radio Subsystem.</p>	
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TOTAL w/FTE Technician Support	\$527,848
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