

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
OCTOBER 17, 2016
7:00 P.M.**

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

SCHEDULED AGENDA ITEMS

- 1. ECONOMIC DEVELOPMENT - AT&T FIBER READY CERTIFICATION FOR MEADOW CREEK INDUSTRIAL PARK**
Presenter: Paul Stratos, EDC Director

- 2. ECONOMIC DEVELOPMENT – TAX INCENTIVE GRANT**
Presenter: Paul Stratos, EDC Director
 - A. Hold the public hearing.**
 - B. Consideration and approval of the tax incentive grant.**

- 3. MONARCH - PUBLIC HEARING FOR THE SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT**
Presenters: Laurie Weaver, Director of Grants & Foundation Relations
Omar Phelps, Community Engagement Team Leader

- 4. SCUSA TRANSPORTATION – FY 2017-18 COMMUNITY TRANSPORTATION PROGRAM APPLICATION (SECTION 5311)**
Presenter: Candice Moffitt, Transit Director
 - A. Hold the public hearing.**
 - B. Approval of resolutions to apply for and receive these funds.**

- 5. SENIOR SERVICES DEPARTMENT**
Presenter: Becky Weemhoff, Senior Services Director

A. FY 2017-18 NCDOT Consolidated Capital Projects Grant

- 1. Hold the public hearing.**
- 2. Approval to apply for and receive these funds.**

B. Senior Services Advisory Board appointments

6. TAX ADMINISTRATION – APPROVAL OF THE 2017 MARKET VALUE SCHEDULE OF VALUES & THE 2017 PRESENT USE VALUE SCHEDULE OF VALUES

**Presenters: Clinton Swaringen, Tax Administrator
Charles Johnson, Revaluation Director**

7. BOARD OF HEALTH APPOINTMENTS

Presenter: Dennis Joyner, Health Director

8. CO-OPERATIVE EXTENSION

Presenter: Lori Ivey, Ag-Extension Director

- A. Approval of Voluntary Agricultural District Applications**
- B. Voluntary Ag District appointment**

9. REGION F AGING ADVISORY COMMITTEE APPOINTMENT

Presenter: Andy Lucas, County Manager

10. EMERGENCY AUDIO VISUAL SYSTEM REPLACEMENT

Presenter: Andy Lucas, County Manager

11. CRITERIA TO USE DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR AGRI-CIVIC CENTER LOBBY EXPANSION

Presenter: Andy Lucas, County Manager

12. CONSENT AGENDA

- A. Minutes – Regular meeting of October 3, 2016.**
- B. Finance – Request approval of the attached vehicle tax refunds for September 2016.**
- C. Airport – Request approval of budget amendment # 2017-10.**

D. Library – Request approval of budget amendment # 2017-11.

E. SCC – Approval of the Cosmetology Facility & Equipment Leases.

PUBLIC COMMENT

BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS

CLOSED SESSION: To discuss economic development in accordance with G. S. 143-318.11(a)(4) and to discuss a real estate transaction in accordance with G. S. 143-318.11(a)(5).

ADJOURN

THE NEXT REGULAR MEETING WILL BE MONDAY, NOVEMBER 7TH AT 7:00 P.M.

Stanly County Board of Commissioners



Meeting Date October 17, 2016

Presenter: Paul Stratos, Economic Development

Consent Agenda	<div style="font-size: 2em; font-weight: bold; margin: 0 auto;">1</div> Regular Agenda
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ITEM TO BE CONSIDERED

AT&T Fiber Ready Certification – Meadow Creek Industrial Park

Ms. Kathleen Evans with AT&T will present a fiber ready certification to Stanly County for the Meadow Creek Industrial Park in Locust. The fiber ready assessment certifies AT&T has the infrastructure in place to immediately meet the fiber/broadband needs of any business or industry seeking to locate in the Meadow Creek Industrial Park.

AT&T and the County’s EDC will jointly market the fiber ready certification of the Park moving forward.

No action required.

Subject

Requested Action

Signature: Paul Stratos

Dept Economic Development

Date: 10/12/16

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

Tyler Brummitt, Clerk to the Board Date

Stanly County Board of Commissioners



Meeting Date October 17, 2016

Presenter: Paul Stratos, Economic Development

Consent Agenda	2 Regular Agenda
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ITEM TO BE CONSIDERED

Public Hearing & Tax Incentive Grant – Economic Development

The County is proposing to provide a tax incentive grant to an industrial products distributor locating on NC Highway 49 just north of Richfield. The County’s grant will be for five (5) years for 55% of taxes paid. The industrial products distributor will invest \$1.7 million in new taxable investment and create eleven (11) new jobs. The company will also retain nine (9) existing jobs in Stanly County.

Subject

Requested Action

1. Hold public hearing to consider tax incentive grant
2. Review and consider approving a five (5) year, 55% tax incentive grant

Signature: <u>Paul Stratos</u> Date: <u>10/12/16</u>	Dept <u>Economic Development</u> Attachments: Yes <input checked="" type="checkbox"/> No																												
Review Process	Certification of Action																												
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th colspan="2" style="text-align: center;">Approved</th> <th style="text-align: center;">Initials</th> </tr> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> <th></th> </tr> </thead> <tbody> <tr> <td>Finance Director</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Budget Amendment Necessary</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>County Attorney</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>County Manager</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </tbody> </table>		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"/>		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
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Other:	<input type="checkbox"/>	<input type="checkbox"/>																											



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Laurie Weaver & Omar Phelps

Consent Agenda | Regular Agenda

3

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.

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ITEM TO BE CONSIDERED

Subject

PUBLIC HEARING FOR THE SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT

Please see the attached information related to Monarch's request for a public hearing.

Requested Action

- Hold the public hearing – no other action required.

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



Tyler Brummitt <tbrummitt@stanlycountync.gov>

Monarch Public Hearing - October 17

1 message

Laurie Weaver <Laurie.Weaver@monarchnc.org>
To: Tyler Brummitt <tbrummitt@stanlycountync.gov>

Fri, Sep 30, 2016 at 8:15 AM

This message was sent securely using ZixCorp.

Hi Tyler,

Thank you again for your help in getting Monarch on the Commissioners agenda for a public hearing on October 17. I appreciate it. Attached you will find the public hearing record that I need completed and returned to me following the hearing, as we've had to do in the past. Please do let me know if you have any questions.

I will be attending the hearing on October 17 along with Omar Phelps, Community Engagement Team Leader for Monarch and our program in Stanly County.

Again, thank you for your help and I look forward to seeing you again soon.

Sincerely,

Laurie

Laurie A. Weaver, MS | Senior Director of Philanthropy
350 Pee Dee Avenue, Ste. A | Albemarle, N.C. | 28001
Direct: (704) 986-1536 | Mobile: (336) 327-6703 | Fax: (866) 836-0692
www.monarchnc.org | laurie.weaver@monarchnc.org

**Please consider the environment before printing this email.**

WARNING: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of the email by persons or entities other than the addressee is prohibited. If you have received this email in error, please contact the sender immediately and delete the material from any computer. If you are unable to determine the sender of this email, please email Monarch at helpdesk@monarchnc.org or contact us at toll free (844) 343-1439, and advise us of the error.

PUBLIC HEARING RECORD

Public Hearing Notice was published on this date: October 6, 2016

APPLICANT: Monarch

DATE: Monday, October 17, 2016

PLACE: Stanly County Board of Commissioners, Commissioners Meeting Room,
Stanly Commons, 1000 N. First Street, Albemarle, NC 28001

TIME: 7:00 p.m.

How many of the Board Members or Commissioners attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

I, the undersigned, representing (*Legal Name of Applicant*) the Stanly County Board of Commissioners on behalf of Monarch, do hereby certify to the North Carolina Department of Transportation that a Public Hearing was held as indicated above and:

During the Public Hearing

Section 5310 Program

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Affix Seal

Signature of Clerk/Secretary to the Board

Printed Name and Title

Date



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Candice Moffitt, Transit Director

Consent Agenda _____ | 4 X
 Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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ITEM TO BE CONSIDERED

Public Hearing to apply for Community Transportation program:

FY 17-18 Community Transportation Program Application (section 5311):

- Administrative Funds (estimated request \$235,427) with a 15% local match (estimated: \$35,314); salaries and benefits for 3 FT and 1 PT staff, vehicle insurance, drug testing, daily office operations, etc.
- Resolution for approval to apply and receive CTP funds which will be administered by the Transportation Department.
- Resolution to designate staff (County Manager) to execute and file CTP/5311 applications with related certs and assurances, and execute grant for the County of Stanly.

(Estimated) Local Match Request: \$35,314

Subject

Requested Action

- Hold public hearing
- Approval of Resolutions to apply for and receive FY 17-18 Community Transportation Program funds for Transportation Department and designate County Manager to execute and file CTP/section 5311 application with certs and assurances for the County of Stanly.

Signature: Candice Moffitt

Dept. _____

Date: 10/6/16

Attachments: Yes No

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

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311 FY 2018 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* _____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** _____ Of *(Name of Applicant's Governing Body)* _____ is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Notary Seal Here

5311 DESIGNEE CERTIFICATION FORM

Resolution No. _____

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Public Transportation Division for grant years FY2018 -- FY2022, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

WHEREAS, the State of North Carolina has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, BE IT RESOLVED BY Stanly County Board of Commissioners

1. That County Manager is authorized to execute and file an application for federal assistance on behalf of the County of Stanly with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That County Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That County Manager is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of County of Stanly.

5311 DESIGNEE CERTIFICATION FORM

The undersigned duly qualified County Manager, acting on behalf of the County of Stanly, NC, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Stanly County Board of Commissioners held on Monday, October 17.

[If the Applicant has an official seal, impress here.]

(Signature of Recording Officer)

(Title of Recording Officer)

(Date)

Important – A public hearing **MUST** be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

APPLICANT: Stanly County

DATE: October 17, 2016

PLACE: Stanly County Commissioners Meeting Room

TIME: 7:00 pm

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing Stanly County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at sddickens@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)	Gender:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Becky Weemhoff

_____ | 5
 Consent Agenda Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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ITEM TO BE CONSIDERED

S Senior Services Department has successfully applied for and received a DOT grant for last fiscal
u year and the current fiscal year. This grant is used for transportation services for the older adults
b in the county. For FY 2017-18, we are applying for a similar grant that will enable us to continue
j serving the same population group with the same services that we have been providing that is the
e NCDOT Consolidated Capital Application for Funding. We are applying for \$60,000, \$54,000 is
c federal and state funds and the remaining 10% match will come from Home and Community
t Block Grant funds that we currently receive for our Aging Programs. Therefore, no county money
 is needed.

R A public hearing is required for this grant application to receive comments from the public.
e Respectfully request approval to apply for and receive FY 2017-18 NCDOT Consolidated Capital
q Projects grant for transportation services for older adults 65 and older in Stanly County.
u
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A
c
t
i
o
n

Signature: _____	Dept. _____
Date: _____	Attachments: Yes No ___x_
Review Process	
Approved Yes No Initials	
Finance Director _____	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 _____
Budget Amendment Necessary _____	
County Attorney _____	
County Manager _____	
Other: _____	

Important – A public hearing **MUST** be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

APPLICANT: Stanly County

DATE: Monday, October 17, 2016

PLACE: Stanly County Commons, 1000 N. First ST., Albemarle, NC

TIME: 7:00pm

How many BOARD MEMBERS attended the public hearing? _____

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Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

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During the Public Hearing

(*NO public comments*)

(*Public Comments were made and meeting minutes will be submitted after board approval*)

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Signature or Clerk to the Board

Printed Name and Title

Date



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Meeting Location:		
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General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

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Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Becky Weemhoff

_____ | 5B
 Consent Agenda | Regular Agenda

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ITEM TO BE CONSIDERED

Subject	<p>The Senior Services Advisory Board has five vacancies on its Board. Four are Board members whose term is expiring at the end of this month and one was from a Board member (Dr. Rob Wilkinson) who resigned several months ago due to a health related problem.</p> <p>Of the four Board members whose term is expiring, three wish to be reappointed to the Board for another three year term. Those who wish to be reappointed are Sylvia Lingerfelt from Albemarle, Deloris Chambers of Badin and Dewey Preslar of Albemarle.</p> <p>For the remaining two vacancies, the Board pulled from the applications of those who had completed a county volunteer application and chose two candidates to be submitted for Commissioner approval. They are Robert (Danny) Bowen of Richfield and Elizabeth (Beth) Hill of Albemarle. Danny Bowen is currently serving as Chief of Police and has been with the City of Albemarle since 1990. Beth Hill has over 18 years' experience working at Department of Vocational Rehabilitation as a Rehabilitation Counselor with Independent Living. She would be filling the vacancy left by Dr. Rob Wilkinson whose term is to expire next year.</p>
	<p>Respectfully request Sylvia Lingerfelt, Deloris Chambers and Dewey Preslar be reappointed to the Senior Services Advisory Board for a three year term ending 10-30-2019; Chief Danny Bowen be appointed to the Board for a three year term ending 10-30-2019 and Beth Hill be appointed to the Board to fulfill the unexpired term of Dr. Rob Wilkinson whose term will be ending 10-30-2017.</p>
	<p>Signature: _____</p> <p>Date: _____</p>

Dept. Senior Services

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

Meeting Date: October 17, 2016
 Presenter: Clinton Swaringen – Tax Administrator
 Charles Johnson – Revaluation Director

Consent Agenda | Regular Agenda **X**

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

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ITEM TO BE CONSIDERED

Subject
 The Market Value and Present Use Value Schedules of Values, Standards and Rules with an effective date of January 1, 2017 were submitted to the Board on September 6, 2016 and a public hearing for the Schedules was held on October 3, 2016. I request the two schedules be adopted as presented. General Statute GS 105-317 requires the Order of Adoption to be published in the local newspaper for four consecutive weeks. Pending adoption of the schedules, the process to publish will begin on October 20, 2016 and end on November 8, 2016.

Requested Action
 Board approval of the 2017 Market Value Schedule of Values
 Board approval of the 2017 Present Use Value Schedule of Values

Signature: Clinton Swaringen
 Date: 10/11/2016

Dept. _____
 Attachments: Yes X No

Review Process

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

Certification of Action

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 Tyler Brummitt, Clerk to the Board Date

OFFICE OF THE
TAX ADMINISTRATOR
PHONE (704) 986-3626
FAX (704) 986-3891

COUNTY OF STANLY
201 SOUTH SECOND STREET
ALBEMARLE, NORTH CAROLINA
28001



ORDER OF ADOPTION

The Stanly County Board of Commissioners at its regularly scheduled meeting held on October 17, 2016 adopted the Market Value and Present-Use Value Schedules of Values, Standards and Rules with an effective date of January 1, 2017.

A copy of each Schedule is available for public inspection in the office of the Stanly County Tax Administrator, 201 South Second Street, Albemarle, NC from 8:30 AM-5:00 PM Monday through Friday.

Any property owner who questions either of the 2017 Schedules may except to the Order of Adoption and appeal to the North Carolina Property Tax Commission within thirty (30) days of the date when the notice of the order adopting the Schedules of Values, Standards and Rules was first published.

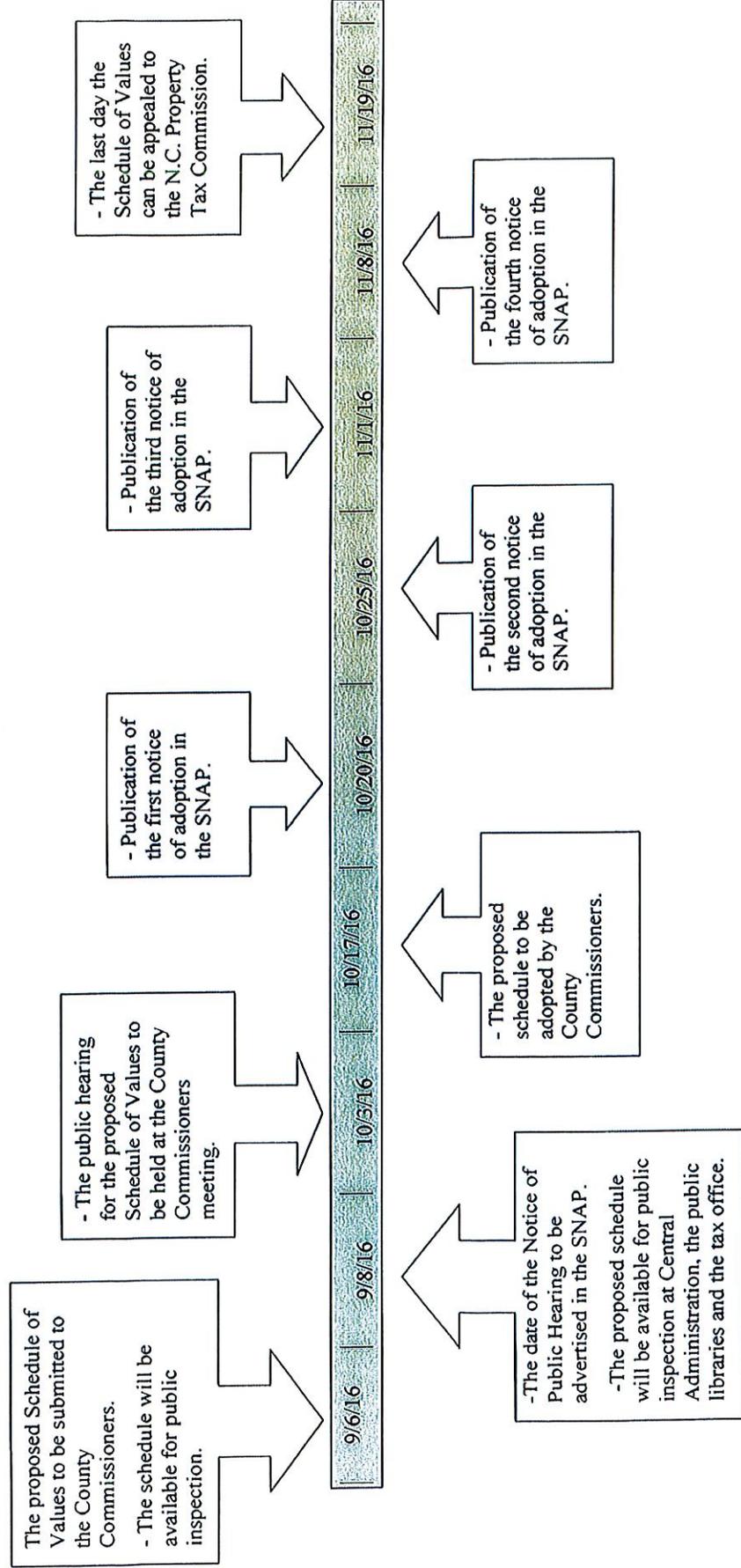
Adopted this day the 17th day of October, 2016.

Terry Scott Eford, Chairman
Stanly County Board of Commissioners

Attest:

Tyler Brummitt, Clerk to the Board

2017 Stanly County Schedule of Values Adoption Timeline





Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Dennis Joyner, Health Director

Consent Agenda | Regular Agenda **7**

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

Subject

The terms of the following Stanly County Board of Health members expire on December 31, 2016:

- Dr. Amy Jordan, Veterinarian Member (1st Term Expires)
- Dr. Keenya Little, Physician Member (1st Term Expires)
- Conrad Carter, Registered Engineer (2nd Term Expires)
- Debora Norris, Registered Nurse (1st Term Expires)
- Dr. Janice Dunlap, Optometrist Member (2nd Term Expires)

All listed members are eligible for another three year term appointment. Debora Norris, Nurse Representative, has declined continuing on the Board but the remaining members have stated their willingness to be considered for reappointment. Additional Board applications are attached and include several who could serve in the designated Nurse position.

Requested Action

Request appointment of five members to the Stanly County Board of Health in the designated positions of Veterinarian, Physician, Registered Engineer, Registered Nurse and Optometrist with terms beginning January 1, 2017.

Signature:

Dept. _____

Date: 10/12/16

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



Stanly County Health Department

1000 North First Street, Suite 3
Albemarle, NC 28001
(704) 982-9171
Fax (704) 982-8354
www.co.stanly.nc.us

Dennis R. Joyner, MPH
Director

MEMORANDUM

TO: Stanly County Board of Commissioners
Andy Lucas, County Manager

FROM: Dennis Joyner, Health Director

DATE: October 7, 2016

SUBJECT: Appointment Board of Health Members – Effective January 1, 2017

On behalf of the Stanly County Board of Health, I would like to inform you that appointments of the following Board of Health members will expire on December 31, 2016:

Dr. Amy Jordan	Veterinarian Member	First Term Expires 12/31/16
Dr. Keenya Little	Physician Member	First Term Expires 12/31/16
Conrad Carter	Registered Engineer Member	Second Term Expires 12/31/16
Debora Norris	Registered Nurse Member	First Term Expires 12/31/16
Dr. Janice Dunlap	Optometrist Member	Second Term Expires 12/31/16

All members listed are eligible for another three year term appointment. Debora Norris, our Nurse representative, has declined reappointment but all others have stated their willingness to be considered for reappointment by Stanly County Commissioners to another term. By statute, a Board of Health member may serve up to three consecutive three-year terms. The Board of Health has discussed terms of office and, with exception of the designated Nurse member, recommends the remaining members be reappointed. In addition, I've attached board applications the County has received over the past two years from residents interested in serving on the Board of Health. Please note that since there are no General Public Member terms ending this year, only the applications from individuals who are registered nurses would be applicable for that designated Board position.

Board of Health meetings are held the first Thursday of each month at 7:00 PM in the Health Department Conference Room, and the first meeting of 2017 will be held on January 5th. If I may be of further assistance, please let me know.



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Lori Ivey

_____ | 8 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

Subject	<p>Approval of Voluntary Ag District Application for Steve & Theresa Brooks.</p> <p>Approval of Enhanced Voluntary Ag District Applications for: Gareth & Judy Smith Fork "L" Farm, Inc. Roberts Loop, LLC Kevin & Michelle Thomas</p> <p>VAD board appointment – David Underwood (unexpired term for Doug Bowers) (Applications are attached)</p>
	<p>Requested Action</p>

Signature: *Lori Ivey*
 Date: 10-7-16

Dept. _____
 Attachments: Yes _____ No x

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

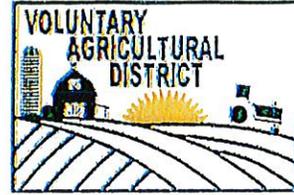
Certification of Action

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 _____

Application for Participation
STANLY COUNTY

- Voluntary Agricultural District
 Enhanced Voluntary Agricultural District
(Please check one)



A. Applicant Information

Name (s): Steve Brooks / Theresa Brooks
Mailing Address: 6940 Mineral Springs Rd
City: Oakboro State: North Carolina Zip: 28129
Telephone: (704) 485-2286 (704) 622-1058 (940) 333-5841
Home Cell Work
Email Address: Cbrooks @ stanlycounty.nc.gov

B. Property Information

Owner (s): Steve + Theresa Brooks

Street Address (ex. 7000-7500 Main St.)	Tax Map/Parcel Number (ex: 01-2345-6/001)	Number of Acres (ex: 100)	FSA Farm Number/Tract Number (ex: 1234/T-1234)
<u>6940 Mineral Springs Rd</u>	<u>37581 / 559202971878</u>	<u>29.49</u>	<u>7076 / 11494</u>

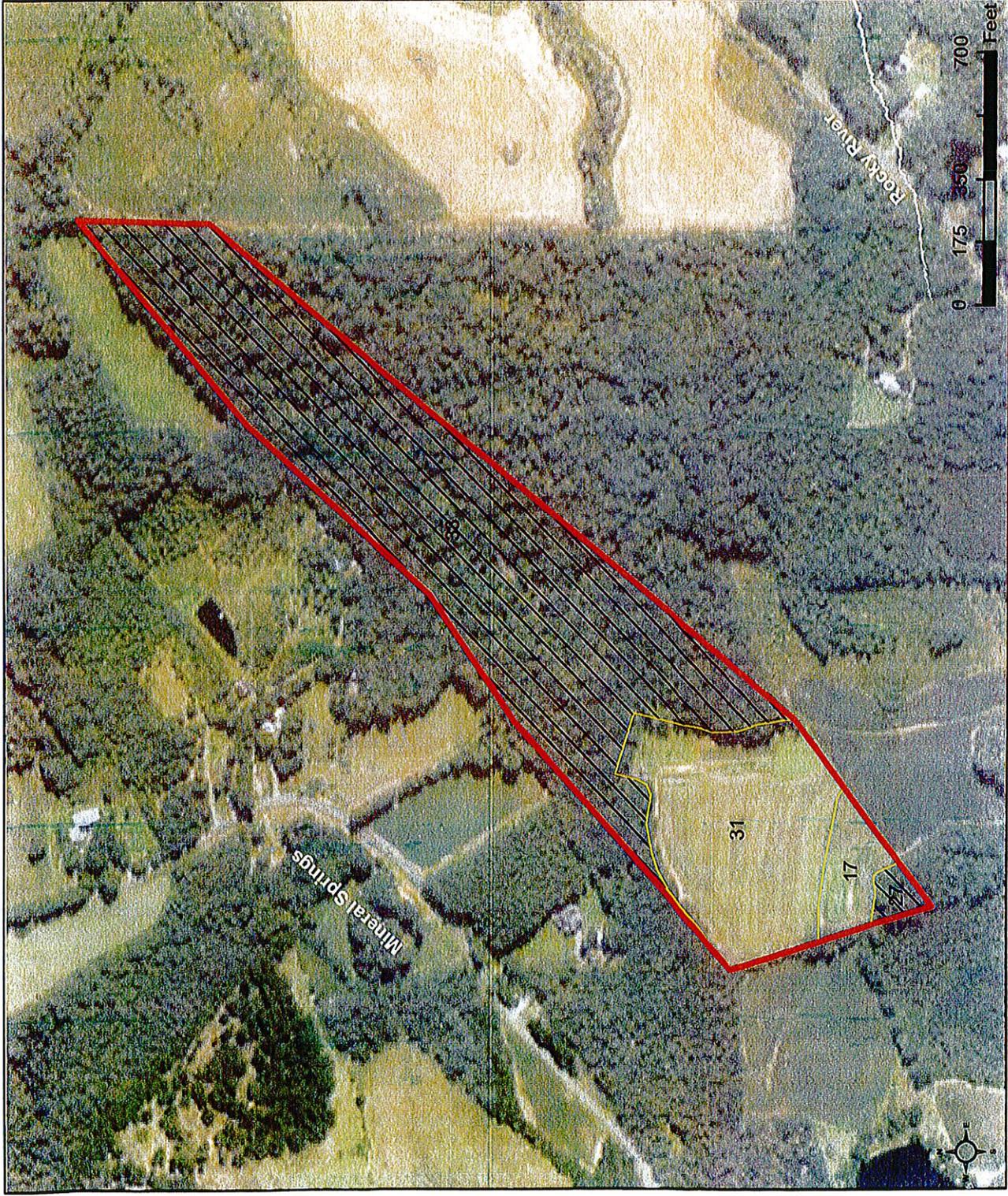
(For additional tracts, use back of this form)
Signature of Owners: [Signature]

Date: 9/28/16
Date: _____

Mail Completed Application to: Stanly Soil & Water Conservation District
Attention: Voluntary Agricultural District
26032-C Newt Rd. Albemarle, NC 28001

CLU	Acres	HEL	Crop
17	1.26	HEL	Crop
27	0.4	UHEL	Noncropland
31	7.22	HEL	Noncropland
33	20.27	UHEL	Noncropland

Page Cropland Total: 8.48 acres



Map Created December 22, 2015

Base Image Layer flown in 2014

- Common Land Unit**
- Cropland
 - Non-Cropland
 - Tract Boundary

- Wetland Determination Identifiers**
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather, it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Gareth + Judy Smith

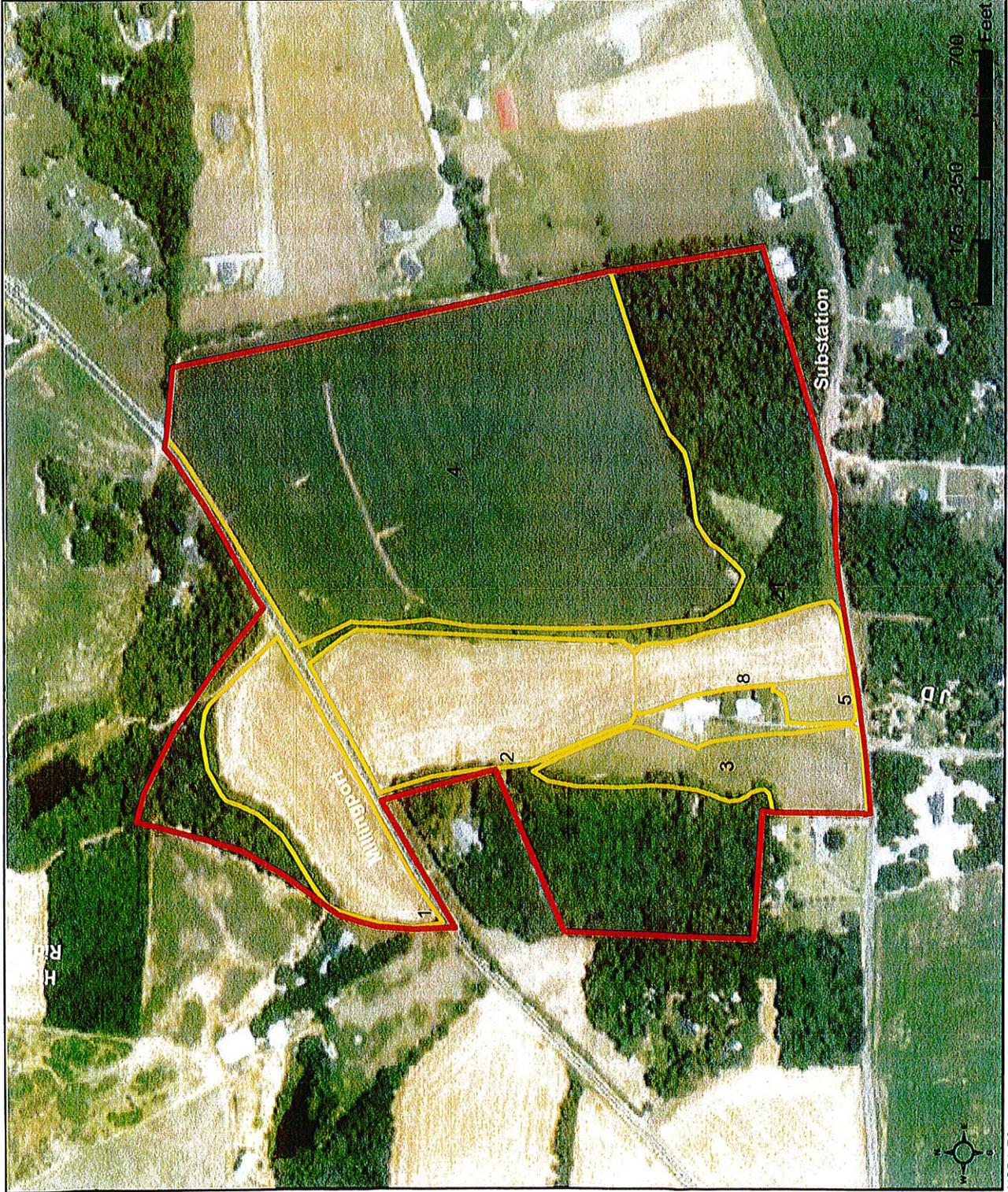
Farm 5154

Tract 762

2016 Program Year

CLU/Acres	HEL	Crop
1	5.48	HEL
2	6.95	HEL
3	3.46	HEL
4	26.93	HEL
5	0.56	HEL
8	2.57	HEL
21	21.8	UHEL Noncropland

Page Cropland Total: 45.95 acres



Map Created June 02, 2016

Base Image Layer flown in 2014

NC_Roads

Common Land Unit

Cropland

Non-Cropland

Tract Boundary

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation

Compliance Provisions

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Application for Participation
 STANLY COUNTY
 Voluntary Agricultural District and
 Enhanced Voluntary Agricultural District

A. Applicant Information

Name (s): Fork "L" Farm, Inc

Mailing Address: 6523 Roberts Loop Road

City: Norwood State: North Carolina Zip: 28128

Telephone: 7044744708 9192808153 9197881016

Email Address: chester.lowder@ncfb.org / alowder@windstream.n
Home Cell Work

B. Property Information

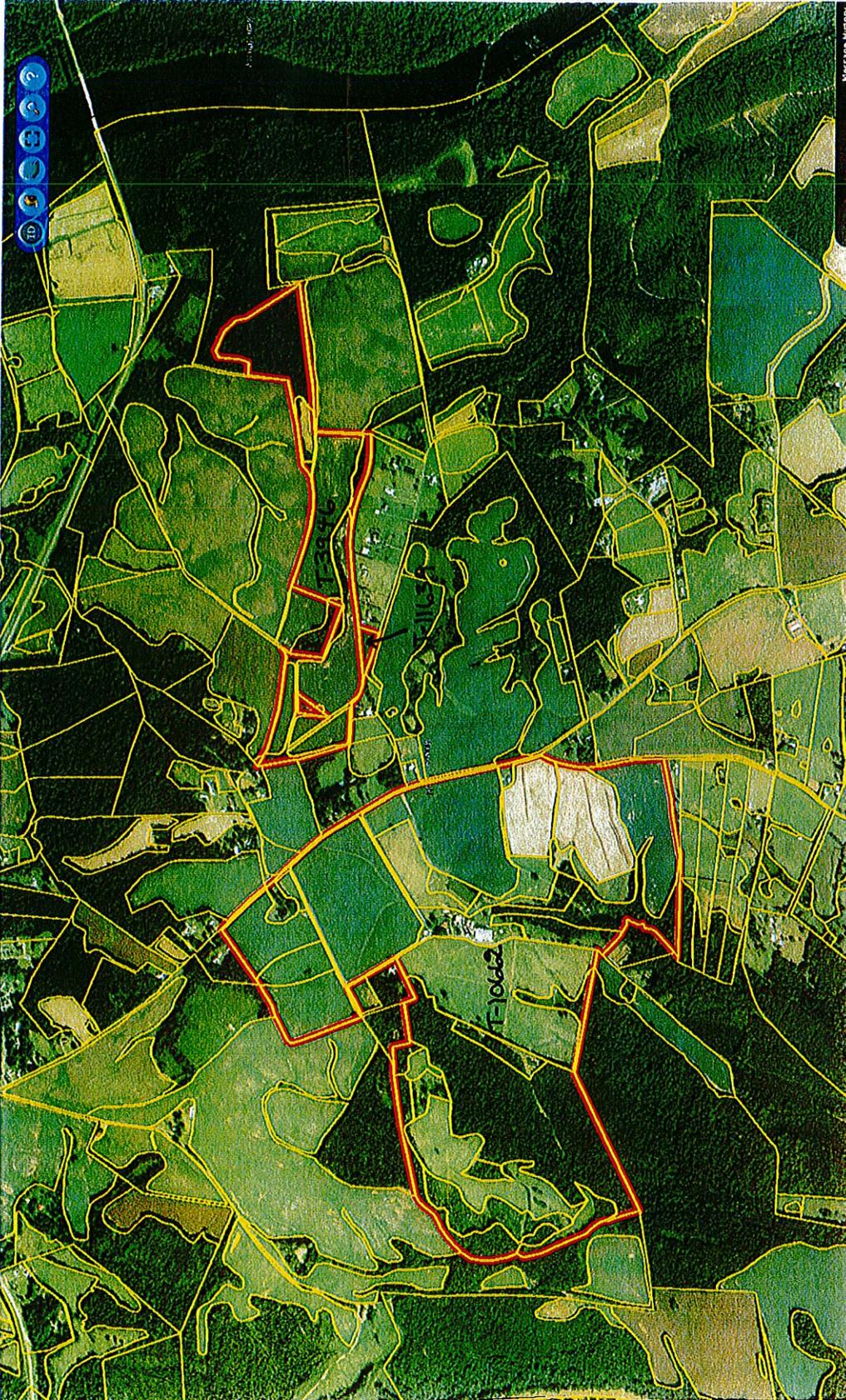
Owner (s): Fork L Farm, Inc

(For additional tracts, use back of this form)

Street Address (ex. 7000-7500 Main St.)	Tax Map/Parcel Number (ex. 01-2345-6/001)	Number of Acres (ex. 100)	FSA Farm Number/Tract Number (ex. 1234/T-1234)
<u>6523 Roberts Loop Rd</u>	<u>657201451337</u>	<u>306.89</u>	<u>4140/T-10662</u>
<u>Norwood, NC 28128</u>	<u>657202870087</u>	<u>63.17</u>	<u>4140/T3946</u>
	<u>657201376551</u>	<u>30.0</u>	<u>4140/T-10662</u>

Signature of Owners: W Chester Lowder Date: 7-15-2016
Ann B. Lowder Date: 7-15-2016

Mail Completed Application to: Stanly Soil & Water Conservation District
 Attention: Voluntary Agricultural District
 26032-C Newt Rd.
 Albemarle, NC 28001



F5N-4140

Application for Participation
 STANLY COUNTY
 Voluntary Agricultural District and
Enhanced Voluntary Agricultural District

A. Applicant Information

Name (s): Roberts Loop, LLC

Mailing Address: 6523 Roberts Loop Road

City: Norwood State: North Carolina Zip: 28128

Telephone: 7044744708 9192808153 9197881016

Email Address: chester.lowder@ncfb.org lowder@windstream.net

B. Property Information

Owner (s): W. Chester Lowder + Nathan Robert Lowder

(For additional tracts, use back of this form)

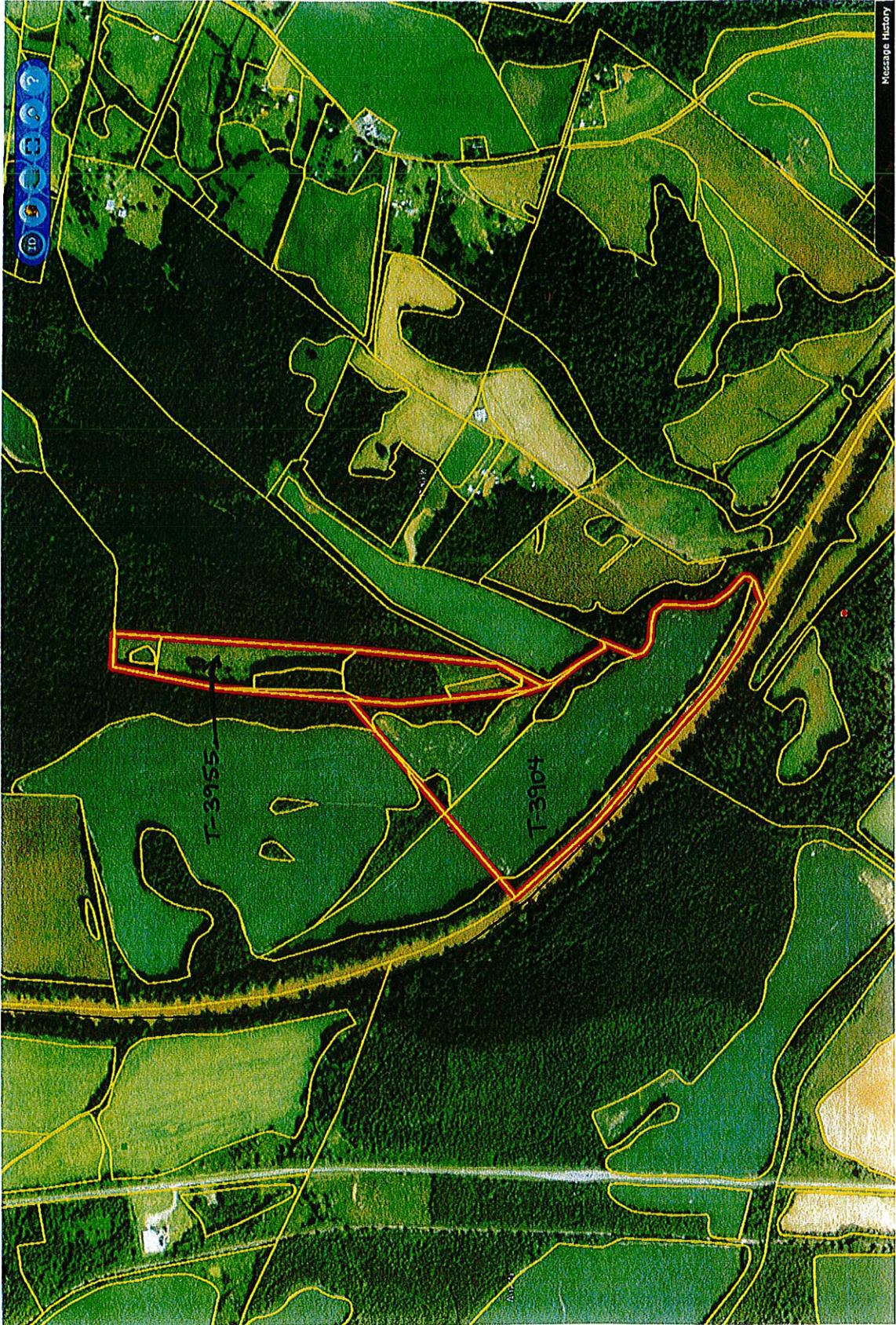
Street Address (ex. 7000-7500 Main St.)	Tax Map/Parcel Number (ex. 01-2345-6/001)	Number of Acres (ex. 100)	FSA Farm Number/Tract Number (ex. 1234/T-1234)
<u>6523 Roberts Loop Rd.</u>	<u>657104095030</u>	<u>37.75</u>	<u>6084/T3904</u>
<u>6523 Roberts Loop Road</u>	<u>657203018151</u>	<u>17.50</u>	<u>6084/T3955</u>

Signature of Owners: W Chester Lowder Date: 7-15-2016
Nathan Robert Lowder Date: 7-15-2016

Mail Completed Application to: Stanly Soil & Water Conservation District
 Attention: Voluntary Agricultural District
 26032-C Newt Rd.
 Albemarle, NC 28001

Roberts Loop, LLC

FSN-6084





Stanly County, North Carolina

Kevin & Michelle Thomas

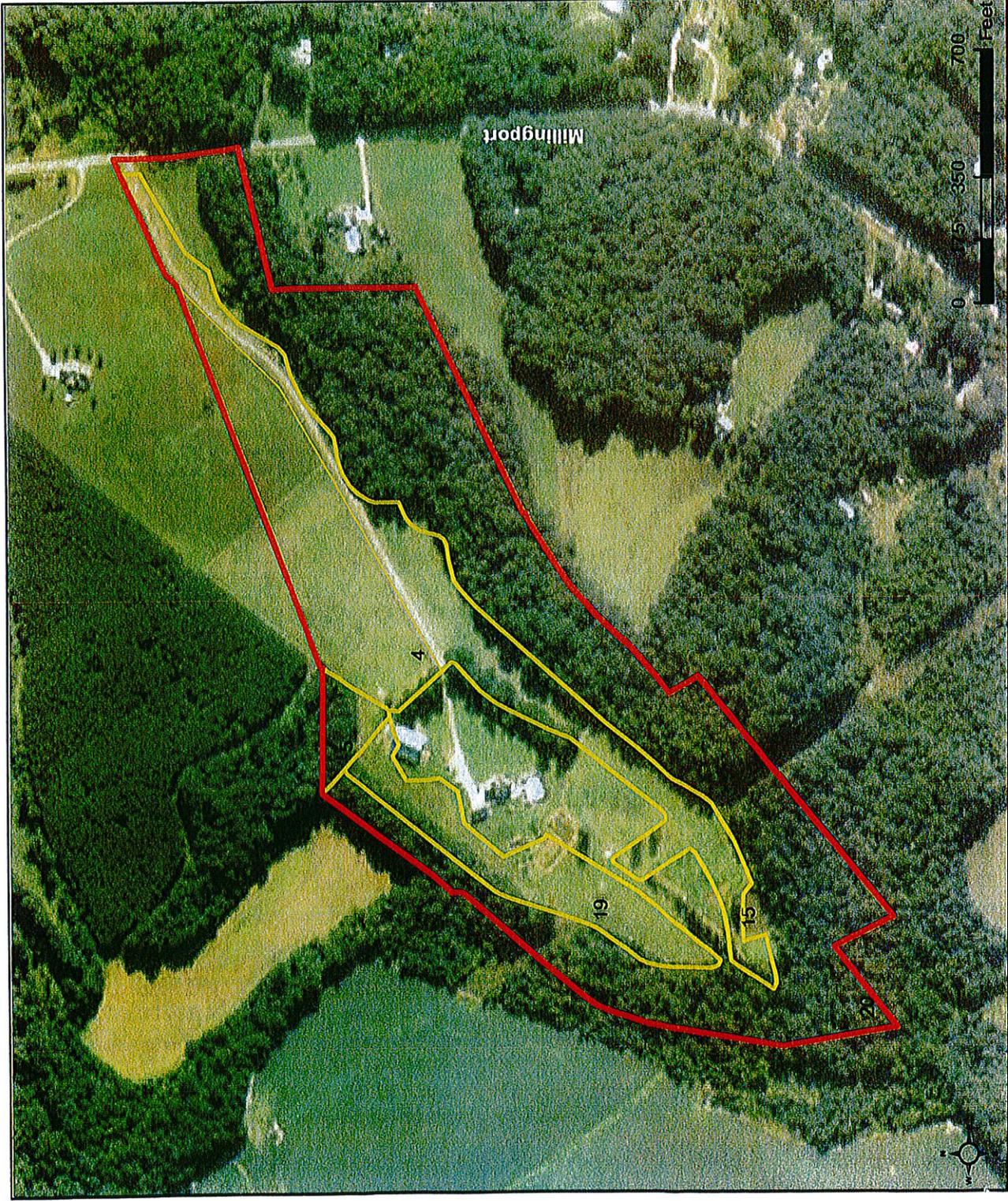
Farm 8161

Tract 12538

2016 Program Year

CLU	Acres	HEL	Crop
4	5.84	HEL	
5	0.82	UHEL	Noncropland
15	7.05	UHEL	
19	3.68	UHEL	
20	29.78	UHEL	Noncropland

Page Cropland Total: 16.57 acres



Map Created July 29, 2016

Base Image Layer flown in 2014

- NC_Roads
- Common Land Unit
 - Cropland
 - Non-Cropland
 - Tract Boundary
- Wetland Determination Identifiers
 - Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions

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Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Andy Lucas

_____ | 9
 Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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*** 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

Region F Aging Advisory Committee Appointment

Subject

Due to the recent resignation of RFACC member Rick Russell, it is requested the Board name a replacement to serve the remainder of his term which will expire on June 30, 2017. As a reminder, there is also one vacant alternate position on this committee as well.

For Board consideration, please see the attached volunteer application.

Requested Action

Request the Board appoint a member to serve until June 30, 2017.

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 _____



Tyler Brummitt <tbrummitt@stanlycountync.gov>

Stanly Delegate - Resignation

1 message

Wed, Sep 7, 2016 at 1:13 PM

Evelyn Pressley <EPressley@centralina.org>

To: "ntunney@carolina.rr.com" <ntunney@carolina.rr.com>

Cc: Debi Lee <DLee@centralina.org>, Linda Miller <LMiller@centralina.org>, Tyler Brummitt <tbrummitt@stanlycountync.gov>

Natalie Tunney, RFAAC Chair and Tyler Brummitt, Clerk to the Board(Stanly County)

Please see below Mr. Rick Russell, Stanly RFAAC Delegate resignation.

According to our RFAAC by-laws section 7: Resignations: A member may resign from the committee by submitting a written resignation to the chairperson of the RFAAC and/or the Area Agency on Aging staff with a copy to the members' County Commission Board.

Please let me know if you have any questions. Evelyn

From: Rick Russell [mailto:rrussell@bankofnc.com]**Sent:** Tuesday, September 06, 2016 1:20 PM**To:** Evelyn Pressley <EPressley@centralina.org>**Cc:** Don Abernathy <dabernathy@ctc.net>**Subject:** RE: STHL/RFAAC- See Jerry Shelby's email below

My personal vision in 2016 was to retire after almost 43 years in the banking industry, but an opportunity came along for me to work an additional year. After pondering this over since the beginning of this year I have decided to resign as a delegate for Stanly County. I feel at this time it would be the correct thing to do for the committee, its members and for myself. This is a great organization with good people that makes a difference and I was glad to be a part of this if only for a short time. Rick Russell.

Thanks,

Evelyn R. Pressley

Program Assistant

Centralina Council of Governments (CCOG)

525 N. Tryon St., 12th floor

Charlotte, NC 28202

CENTRALINA COUNCIL OF GOVERNMENTS REGION F AGING ADVISORY COMMITTEE

General Information: Stanly County has three members and one alternate on this 34 member advisory committee. Members may serve for three (3) consecutive two-year terms or a total of six (6) years. After a one year lapse in membership, the member is eligible for reappointment. No advisory committee members shall be employed by an agency which is receiving Older American Act funds. At least 50% of appointees should be over 60 years of age. The committee meets approximately every three (3) months and advises the staff and COG board on the Area Plan, allocation of funds, etc.

Term: 2 years – Members
1 year – Alternate

Meeting Schedule: Approximately once per quarter.

Method of Appt: All four members are appointed by the Board of County Commissioners

<u>MEMBERS</u>	<u>INITIAL APPOINTMENT</u>	<u>TERM EXPIRES</u>
Janice Abernathy 525 East Street Albemarle, NC 28001 H (704) 982-8253	2011 Reapptd for a 3 rd term on 9/8/15	6/30/17
Glenna Hinson, Alternate 40273 Mountain Creek Road New London, NC 28127 H (704) 463-5790	2004 Reapptd 7/11/16 as Alternate; (Ineligible as a member due to having served 3 consecutive terms.)	6/30/17
Gilbert P. "Rick" Russell, Jr. 1610 Springhaven Circle (P. O. Box 861) Albemarle, NC 28002	9/8/2015	6/30/17

Currently there is one (1) vacant alternate position.



Stanly County Volunteer Application

Volunteer Application Stanly County Boards and Commissions

NAME: Melton (Bill) North Mullinix, Jr.

HOME ADDRESS: P.O. Box 467

CITY, STATE, ZIP: Richfield, N.C. 28137

TELEPHONE: (W) 704-985-5206 (H) 704-463-4243

FAX: 704-463-0220

DATE: 3-10-15

EMAIL: Bmwjr@gmail.com

PLACE OF EMPLOYMENT: Retired

IN ORDER TO HELP US COMPLY WITH STATE REPORTING REQUIREMENTS, PLEASE COMPLETE THE FOLLOWING QUESTIONS:

SEX: MALE FEMALE RACE: White

DATE OF BIRTH: (MM/DD/YYYY): 01/07/48

PLEASE LIST IN ORDER OF PREFERENCE THE BOARDS/COMMISSIONS ON WHICH YOU WILL BE WILLING TO SERVE.

- Stanly County Nursing Home Community Advisory Committee
- Region F Aging Advisory Committee (Added per phone request on 10/4/16.)
-

PLEASE LIST ANY VOLUNTEER, WORK, OR EDUCATION EXPERIENCE YOU WOULD LIKE US TO CONSIDER IN THE REVIEW OF YOUR APPLICATION. FEEL FREE TO ATTACH A RESUME.

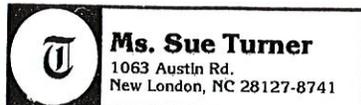
WORK EXPERIENCE: See Attached

VOLUNTEER EXPERIENCE: See Attached

EDUCATION: North Stanly High School 1966; Lees-McRae College 1968 AA

OTHER COMMENTS: East Tennessee State University 1971 B.S.

Return to



M. W. (Bill) Mullinix, Jr

Retired October 31, 2014 after 39.5 yrs of service as Regional VP of Operations in North Carolina & Virginia with Principle, Ltc.(formerly Britthaven, Inc). Principle, Ltc. is a nursing home company headquartered in Kinston, NC. Bill was a Licensed Nursing Home Administrator in NC & VA with Operational responsibility for 12 to 18 Nursing Homes from the Mountains in NC, South Central Virginia and Eastern NC.

Bill graduated from North Stanly High School in 1966. Completed Associate Degree from Lees-McRae College 1968, Bachelor of Science East Tennessee State University 1971.

Before work responsibilities required travel in Virginia, western and eastern NC Bill served as President of the Richfield Civitan Club, Richfield Elementary School Advisory Council, Chairman of the Board of Trustees for Wesley Chapel United Methodist Church and Chairman of Wesley Chapel United Methodist Men's Group. He was recently named to the Executive Board, Central NC Council, Boy Scouts of America. Bill moved back to Stanly County with his wife Pat in May, 2014 after living in North Myrtle Beach, SC for 12 years.



Stanly County Board of Commissioners

Meeting Date October 17, 2016

Presenter: Andy Lucas, County Manager

Consent Agenda	Regular Agenda
	10

ITEM TO BE CONSIDERED

Emergency Audio Visual System Replacement

The audio visual system in the Commissioners Meeting Room at the Commons is at the end of its useful life. Staff has attempted to maintain the system in a cost effective manner, but components of the system continue to fail on a regular basis. As such it is recommended the entire system be replaced with a new, up-to-date system.

Subject

Requested Action

1. Consider the approval of the emergency audio visual system replacement and associated budget amendment
2. Authorize staff to execute a contract with the firm with the lowest responsible formal bid.

Signature: Andy Lucas

Dept Central Administration

Date: 10/4/2016

Attachments: X yes no

Review Process

Certification of Action

	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"/>	

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



AMENDMENT NO: 2017-12

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, 2017:

To amend the General Fund 110, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4260	351.000	Rep & Maint-Bldg & Grounds	\$ 280,000	\$ 150,000	\$ 430,000
TOTALS			<u>\$ 280,000</u>	<u>\$ 150,000</u>	<u>\$ 430,000</u>

This budget amendment is justified as follows:

To amend the budget for Facilities Management to replace the audio visual system in the Commissioner's Meeting Room.

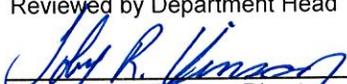
This will result in a net increase \$ 150,000 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.3991	990.000	Fund Balance Appropriated	\$ 1,722,194	\$ 150,000	\$ 1,872,194
TOTALS			<u>\$ 1,722,194</u>	<u>\$ 150,000</u>	<u>\$ 1,872,194</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 _____

Reviewed by Department Head	Date	Posted by
	10-13-16	
Reviewed by Finance Director	Date	Journal No.
Reviewed by County Manager	Date	Date



Stanly County Board of Commissioners

Meeting Date October 17, 2016
 Presenter: Andy Lucas, County Manager

Consent Agenda	Regular Agenda
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ITEM TO BE CONSIDERED

Criteria to Use Design-Build Construction Delivery Method for Agri-Civic Center Lobby Expansion

Per NC General Statute 143-128.1A, the County must establish criteria to justify and utilize the design-build delivery method of construction contracts. Attached please find the proposed criteria.

Subject

Requested Action

Review and adopt the proposed criteria to utilize a design-build construction delivery method for the renovation and expansion of the Agri-Civic Center lobby.

Date: <u>10/11/16</u>				Dept: <u>Central Administration</u>	
				Attachments: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Review Process				Certification of Action	
	Approved			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	
	Yes	No	Initials		
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"/>			



Stanly County, North Carolina

Action Item:	Establishment of criteria used for the design-build delivery method of construction contracts and approval to use the design-build method for the proposed expansion of the Agri-Civic Center lobby.
Explanation Abstract	<p>In accordance with NC General Statutes 143-128.1A, the Stanly County Board of Commissioners are establishing the criteria required to utilize the design-build construction delivery method.</p> <p>The Agri-Civic Center is a multi-purpose facility utilized consistently throughout the year. As such there is an operational and revenue based need to have the proposed expansion project complete between March 13 and April 26, 2017. As such, the design-build delivery method provides the needed flexibility to complete the project on time, within budget and without jeopardizing quality.</p>
Establishment of Criteria	<p>(Criteria 1) – <i>The extent to which the County can adequately and thoroughly define the project requirements prior to the issues of a request for qualification (RFQ) for a design-builder</i></p> <p>Response: The County's legal, financial, and management staff will work collectively to ensure the project requirements are thoroughly defined prior to the issuance of a request for qualifications for a design-builder. The relevant staff has experience planning and carrying-out efficient and high quality capital projects.</p> <p>(Criteria 2) – <i>The time constraints for the delivery of the project</i></p> <p>Response: The Agri-Civic Center is a multi-purpose facility utilized consistently throughout the year. As such there is an operational and revenue based need to have this project complete between March 13 and April 26, 2017. Failure to completely deliver and</p>

construct the expansion in this time frame will jeopardize current and future revenue generating events.

(Criteria 3) – The ability to ensure a quality project can be delivered

Response: The County has professional and experienced personnel to ensure the design-build firm provides a high quality project within the budget constraints established by the Board of Commissioners.

(Criteria 4) – The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery

Response: The County has professional and experienced personnel and/or representatives knowledgeable of design-build projects. Should it become necessary to contract the construction management of a design-build contract, experienced consultants are readily available in the Charlotte region.

(Criteria 5) – A good faith effort to comply with N.C.G.S 143-128.2, N.C.G.S. 143-128.4, and to recruit and select small business entities

Response: The County has established and successfully carried out multiple capital projects involving State and Federal funds with mandated M/WBE goals.

(Criteria 6) – The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of other delivery methods identified

Response: As stated under Criteria #2, one of the benefits of a design-build process is it may reduce the overall project schedule by six (6) to twelve (12) months. This has a direct benefit on the project budget and the revenue generating event space at the Agri-Civic Center. The design-build delivery method is not anticipated to involve any additional expense than those expenses associated with a traditional RFQ, study, design, bid and construct project. The budget for the construction of the expanded lobby space is estimated

to not exceed \$120,000. The County is funding this capital improvement on a pay-as-you-go basis in the 2016-2017 Fiscal Year.

By reducing the design, permit and construction time frame by at least 6 months, the County is mitigating the price escalation that would likely occur over the next several months. Additionally, the scope of the design efforts will be reduced. This will result in more funding being dedicated toward the renovation and expansion of the facility. It is anticipated the design-build process will allow a minimum of 5% more of available funds to be allocated to construction versus the typical design-bid-build process.

The favorable project schedule and additional funds for construction make the design-build process the most appealing option in this instance.



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Chairman Efird

_____ | _____
 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 October 3, 2016.
- B. Finance – Request approval of the attached vehicle tax refunds for September 2016.
- C. Airport – Request approval of budget amendment # 2017-10.
- D. Library – Request approval of budget amendment # 2017-11.
- E. SCC – Approval of the Cosmetology Facility & Equipment Leases.

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
OCTOBER 3, 2016**

COMMISSIONERS PRESENT:

T. Scott Efird, Chairman
Bill Lawhon, Vice Chairman
Peter Ascitto
Joseph Burleson
Tony M. Dennis
Janet K. Lowder

ABSENT:

Gene McIntyre

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 Monday, October 3, 2016 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman Efird called the meeting to order at 7:10 p.m. with Vice Chairman Lawhon giving the invocation and the Mecklenburg County Young Marines leading the pledge of allegiance.

APPROVAL / ADJUSTMENTS TO THE AGENDA

With no amendments to the agenda, Commissioner Ascitto moved to approve it as presented. The motion was seconded by Commissioner Burleson and carried by unanimous vote.

ITEM # 1 – RECOGNITION OF STANLY COUNTY EMERGENCY SERVICES WITH THE STORM READY COMMUNITY CERTIFICATION

Presenter: Nick Petro, National Weather Service (NWS) Warning Coordinator

Mr. Petro thanked the Board for the opportunity to be in attendance for the special presentation. He stated that the National Weather Service had been working with Stanly County planners and emergency services recently to develop ways to communicate storm readiness to its citizens in order to mitigate fatalities and property damage during storms. Emergency Management Director Brian Simpson was in attendance to accept the NWS certificate and storm readiness plaque.

EXCUSAL OF COMMISSIONER MCINTYRE

Due to Commissioner McIntyre's absence, Commissioner Burleson moved to excuse him from the meeting. The motion was seconded by Commissioner Dennis and passed by unanimous vote.

ITEM # 2 – RED RIBBON WEEK PROCLAMATION – OCTOBER 23-31, 2016

Presenter: Chairman Scott Efird

PFC Lee and PFC Harrison of the Mecklenburg County Young Marines were in attendance to accept the Red Ribbon Week proclamation. PFC Lee provided a few brief comments about the Young Marine program noting that it is for youths between 8 – 18 years of age with the goal of developing good citizenship and promoting a healthy drug-free lifestyle. It was requested the Board adopt the proclamation as a show of support for the event.

The proclamation was read by Chairman Efird who then requested a motion be made for its adoption. Vice Chairman Lawhon moved to adopt the proclamation and was seconded by Commissioner Dennis. The motion carried by unanimous vote.

See Exhibit A

Proclamation by the Stanly County Board of Commissioners

Red Ribbon Week

October 23-31, 2016

ITEM # 3 – TAX ADMINISTRATION – PUBLIC HEARING FOR THE PROPOSED 2017 SCHEDULES OF VALUE

Presenter: Clinton Swaringen, Tax Administrator and Charles Johnson, Revaluation Director

Mr. Swaringen stated that per NCGS 105-317, a public hearing for the proposed 2017 Schedules of Values is required to be held at least seven (7) days prior to their adoption. He and Mr. Johnson entertained questions from the Board prior to the public hearing.

With no questions, Chairman Efird declared the public hearing open. With no one coming forward to speak for or against, the hearing was closed. No further action was required.

ITEM # 4 – GREATER BADIN WATER & SEWER DISTRICT

Presenter: Donna Davis, Utilities Director

Prior to Ms. Davis' presentation, Chairman Efird entertained a motion to recess the Board of County Commissioners meeting and reconvene as the Greater Badin Water & Sewer District's Board of Governors. Commissioner Dennis moved to do so and was seconded by Commissioner Burleson. The motion passed by a 6 – 0 vote.

Ms. Davis provided an update on the project known as the Greater Badin Water & Sewer Project Part A stating that the water system replacement project has been completed and also came in \$150,000 below the projected cost. The project included installation of 4.25 miles of waterlines, replacement of 33 hydrants, installation and connection of 220 customers and businesses to the system, and improved overall water quality, reliability and fire protection capability for the West Badin community. With construction completed, the final (permanent) loan closing with USDA to payoff of the interim financing obtained through Uwharrie Bank is scheduled for November 15, 2016. The loan amount will be \$2,132,000 for a term of forty (40) years at a rate of 1.875%. It was requested the Board approve the bond/loan resolution needed for the loan closing.

Commissioner Dennis moved to approve the bond/loan resolution as requested and was seconded by Commissioner Ascitutto. The motion carried by unanimous vote.

**See Exhibit B
Resolution Of
The Board of Governors of the Greater Badin Water & Sewer District,
Stanly County, North Carolina
Providing for the Issuance of a
\$2,132,000 Water & Sewer Revenue Bonds, Series 2016**

Chairman Efird then requested the Board adjourn the meeting of the Greater Badin Water & Sewer District Board of Governors and reconvene as the Board of County Commissioners. Vice Chairman Lawhon moved to do so and was seconded by Commissioner Dennis. Motion passed with a 6 – 0 vote.

ITEM # 5 – PLANNING & ZONING

Presenters: Michael Sandy, Planning Director, Tim Swaringen, Zoning Code Enforcement Officer & Bob Remsburg, Planner I

A. ZA 16-05 – Amendment to the Stanly County Zoning Ordinance to Replace Article 13-Definitions

Mr. Sandy stated that the proposed amendment will expand the list of definitions as well as provide updates needed due to recent case law, legislative updates and new technologies. If adopted, the Planning Department and Planning Board will then be able to recommend revisions to other sections of the Zoning Ordinance as needed in the future. As a result, Stanly County's Zoning Ordinance will be more compliant and provide the Planning Department and

County Commissioners with the tools to encourage growth and development in the county. Mr. Sandy recognized Mr. Remsburg to respond to questions from the Board.

With no questions, Chairman Efird declared the public hearing open. With no one coming forward to speak for or against, the hearing was closed.

Commissioner Ascitutto moved to approve the request to amend the Stanly County Zoning Ordinance to replace Article 13 – Definitions. His motion was seconded by Vice Chairman Lawhon and carried by unanimous vote.

B. PUBLIC HEARING AND ORDINANCE ADOPTION TO DEMOLISH 37668 MILLS ROAD AND 30545 TOM ROAD

Mr. Sandy noted that the purpose of the public hearing was to receive public comment on the adoption of an ordinance declaring seven (7) dwellings owned by Richard S. Huneycutt unfit for human habitation and to authorize and direct the Housing Inspector to proceed with demolition and removal of the violations from these properties: 37668 Mills Road, Lots 2,3,7,8 and 10, and 30545 Tom Road, Lots 3 and 5. He then provided a brief review of the minimum housing ordinance approved by the Board in 2012.

Code Enforcement Officer Swaringen came forward and presented each of the seven (7) cases individually:

- 37668 Mills Road, Lot 2, New London, NC - Original complaint was filed by David Harrington, Inspections Director with an inspection completed by the Zoning Officer. The Findings of Fact and Order of the Housing Director was issued and received by Mr. Huneycutt in October 2013 which instructed him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County's Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has now expired and the property remains non-compliant, has continued to decline and is unfit for human habitation.
- 37668 Mills Road, Lot 3, New London, NC – Original complaint filed by Mr. Harrington with an inspection completed by the Zoning Officer. The Findings of Fact and Order of the Housing Inspector was issued and received by Mr. Huneycutt in October 2013 instructing him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County's Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has expired as well and the property remains non-compliant, has continued to decline and is unfit for human habitation.

- 37668 Mills Road, Lot 7, New London, NC – Original complaint filed by Mr. Harrington, with an inspection completed by Zoning Officer Swaringen. The Findings of Fact and Order of the Housing Inspector was issued and received by Mr. Huneycutt in October 2013 instructing him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County’s Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has now expired and the property remains non-compliant, has continued to decline and is unfit for human habitation.
- 37668 Mills Road, Lot 8, New London, NC - Original complaint was filed by Mr. Harrington with an inspection completed by the Zoning Officer. The Findings of Fact and Order of the Housing Inspector was issued and received by Mr. Huneycutt in October 2013 instructing him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County’s Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has expired and the property remains non-compliant, has continued to decline and is now unfit for human habitation.
- 37668 Mills Road, Lot 10, New London, NC - Original complaint was filed by Mr. Harrington with an inspection completed by the Zoning Officer. The Findings of Fact and Order of the Housing Inspector was issued and received by Mr. Huneycutt in October 2013 instructing him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County’s Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has expired and the property remains non-compliant, has continued to decline and is now unfit for human habitation. Mr. Swaringen noted that he re-inspected the property on September 21, 2016 and found that the property still fails to meet minimum housing standards.
- 30545 Tom Road, Lot 3, Albemarle, NC – Original complaint filed by Mr. Harrington with an inspection completed by the Zoning Officer. The Findings of Fact and Order of Housing Inspector was issued and received by Mr. Huneycutt in August 2014 instructing him to obtain all construction permits and make all necessary repairs to the dwelling to comply with the County’s Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than November 4, 2014. That time has passed and the property remains non-compliant, has continued to decline and is now unfit for human habitation.
- 30545 Tom Road, Lot 5, Albemarle, NC - Original complaint was filed by Mr. Harrington with an inspection completed by the Zoning Officer. The Findings of Fact and Order of the Housing Inspector was then issued and received by Mr. Huneycutt in October 2013 instructing him to obtain all construction permits and make all necessary repairs to the

dwelling to comply with the County's Minimum Housing Code Standards, or to vacate, close, demolish and remove the structure(s) on the property by no later than January 1, 2014. That time has now passed and the property remains non-compliant, has continued to decline and is now unfit for human habitation.

Mr. Swaringen then entertained questions from the Board. Vice Chairman Lawhon asked how many of the homes are currently inhabited to which Mr. Swaringen replied that only Lots 7 and 8 on Mills Road are occupied.

With no further questions, Chairman Efird stated the Board would hold a public hearing for each property individually.

- 37668 Mills, Lot 2, New London, NC – Chairman Efird declared the public hearing open. Mr. Richard Huneycutt came forward stating that he had received the letter from Planning & Zoning a month ago and since then has worked to complete repairs to the property once the renters were evicted. With no one else coming forward, the public hearing was closed.
- 37668 Mills Road, Lot 3, New London, NC - Chairman Efird declared the public hearing open. Mr. Huneycutt stated that he has remodeled the mobile home extensively. Mr. Swaringen had noted a stain on the ceiling which when checked was not a leak from the roof, but a stain on the ceiling. With no one else coming forward to speak, the public hearing was closed.
- 37668 Mills Road, Lot 7, New London, NC - Chairman Efird declared the public hearing open. Mr. Huneycutt stated the repairs to the mobile home have been made and it will pass inspection now. With no one else coming forward, the public hearing was closed.
- 37668 Mills Road, Lot 8, New London, NC - Chairman Efird opened the public hearing. Mr. Huneycutt stated repairs have been made to the mobile home including new receptacles on the walls and that it will pass inspection. Renters Mr. James Vanhoy and Ms. Kristen Vanhoy came forward stating that Mr. Huneycutt has also made repairs to the floors, bathroom and other electrical repairs. Ms. Vanhoy stated that she feels a renter who was evicted is the one filing complaints on the other properties. With no one else coming forward, the public hearing was closed.
- 37668 Mills Road, Lot 10, New London, NC - Chairman Efird declared the public hearing open. Mr. Huneycutt stated that repairs have been made and it will pass inspection as well. With not one else coming forward, the public hearing was closed.

- 30545 Tom Road, Lot 3, Albemarle, NC - Chairman Efird declared the public hearing open. Mr. Huneycutt stated that there are still repairs to be completed on the mobile home and requested additional time to do so since the previous renter just recently removed their belongings. With making the repairs himself and also operating a business, the only time available to complete the repairs is in the evenings and on weekends. With no other comments received, the public hearing was closed.
- 30545 Tom Road, Lot 5, Albemarle, NC - Chairman Efird declared the public hearing open. Mr. Huneycutt stated the property still needs work which will take approximately one week to complete in order to pass inspection. With no one else coming forward, the hearing was closed.

Chairman Efird opened the floor for discussion. Vice Chairman Lawhon asked Mr. Huneycutt how much more time he would need to complete all the repairs to which Mr. Huneycutt stated thirty (30) days.

Commissioner Lowder asked if Lot 8 on Mills Road is the only property currently occupied. Mr. Huneycutt stated that all are rented except for one. Commissioner Lowder also asked how many of the mobile homes need repairs to which Mr. Huneycutt replied Lots 2 and 3 on Mills Road and Lot 5 on Tom Road.

Commissioner Burleson noted concerns due to the number of calls for service (254 calls in the last 12 months) for the Mills Road properties as stated by Planning & Zoning earlier. In response, Ms. Vanhoy stated the previous renters for Lots 6 and 9 on Mills Road made many of the calls, but they have now been evicted.

Commissioner Ascitutto noted the terrible conditions of the homes when he visited the properties in late August and that he would support the ordinances to demolish as requested. Mr. Huneycutt stated that many of the repairs have been made since Commissioner Ascitutto's visit in August which has greatly improved the properties.

Commissioner Lowder asked the age of the mobile homes and Mr. Huneycutt stated all are 1970s models.

Addressing Mr. Sandy, Commissioner Burleson inquired how long it would take for demolition to begin if the ordinances are approved. Mr. Sandy stated that one final inspection will be completed over the next thirty (30) days and if the properties do not meet code, demolition could begin on the 31st day.

Commissioner Lowder asked if a re-inspection has been completed for Lot 8 Mills Road since Mr. Huneycutt stated repairs have been made. Mr. Swaringen stated he has not yet re-inspected the property, however, a prior inspection revealed a heat source that does not meet state building code. Commissioner Lowder noted her reluctance to move forward with the demolition of Lot 8 Mills Road due to the renters (Vanhoys) coming to speak tonight and hopes that Mr. Huneycutt will make the repairs as promised. She then asked if the County will have to obtain new administrative warrants for the re-inspections. Mr. Swaringen replied that if the landlord and tenant do not allow a re-inspection, new warrants would be required.

Vice Chairman Lawhon asked if Planning & Zoning has contacted Mr. Huneycutt to schedule the re-inspections. Mr. Swaringen stated the tenants of the properties have to allow access for the re-inspections which have not yet been completed.

By motion, Commissioner Ascitutto moved to approve adoption of all seven (7) ordinances as presented.

Commissioner Burleson requested Commissioner Ascitutto amend the motion to allow an additional thirty (30) days as requested by Mr. Huneycutt to complete all repairs. To allow for further discussion, Commissioner Ascitutto agreed and amended the motion which was then seconded by Commissioner Burleson.

Commissioner Lowder stated she could not support the additional thirty (30) days based on Mr. Huneycutt's statement that he can complete all the repairs within the thirty (30) days allotted in the ordinance and therefore felt the additional time is not needed.

As clarification, Vice Chairman Lawhon asked if the thirty (30) day extension meant an additional thirty (30) days beyond the original time frame. Mr. Sandy noted that as written, the ordinances state that demolition will proceed on the thirty-first (31) day. However, if the Board wishes to extend the time it is acceptable to do so.

Commissioner Ascitutto reiterated the need to pass the ordinances and move forward with demolition. He also agreed with Commissioner Lowder's comments stating he is unsure about supporting the additional time requested. Commissioner Ascitutto addressed Mr. Huneycutt and asked which of the properties he felt would pass inspection now. Mr. Huneycutt stated that all but two (2) mobile homes (Mills Road Lot 2 and Tom Road Lot 5) would pass.

After further discussion, Commissioner Burleson withdrew his second of Commissioner Ascitutto's motion. Commissioner Burleson then moved to allow an additional thirty (30) days for all the properties as requested by Mr. Huneycutt. Commissioner Dennis seconded the motion.

Prior to the vote, Commissioner Ascitutto noted that Mr. Huneycutt had previously stated that five (5) of the properties would pass code now. He encouraged the Board to approve the ordinances for those five (5) properties and allow the extra time for the two (2) remaining properties that still need repairs. Commissioner Burleson recommended allowing the extra time for all properties to make things less confusing.

Chairman Efirm restated the motion which was to approve an additional thirty (30) days to bring the mobile homes into compliance with the County's minimum housing code prior to December 3, 2016. With a first and second motion, Chairman Efirm called for the vote. The motion passed by unanimous vote.

**See Exhibit C
Ordinances**

ITEM # 6 – MANUFACTURING AWARENESS WEEK PROCLAMATION

Presenter: Andy Lucas, County Manager

For Board consideration, the County Manager presented the proclamation below for approval.

Commissioner Dennis moved to approve it as presented and was seconded by Commissioner Burleson. The motion passed with a 6 – 0 vote.

**See Exhibit D
Manufacturing Awareness Week Proclamation**

RECESS

Chairman Efirm called for a 5 minute recess at 8:30 p.m. The meeting was reconvened at 8:35 p.m.

ITEM # 7 – BOARD & COMMITTEE APPOINTMENTS

Presenter: Andy Lucas, County Manager

A. Convention & Visitors Bureau

At the July 11, 2016 meeting, the Board tabled one of the two appointments to the CVB Board until a new Agri-Civic Center Director was selected. It is now requested that new Agri-Civic Center Director Ms. Doshia Swaringen be appointed to serve on the board until June 30, 2019.

Commissioner Burluson moved to approve the appointment of Ms. Swaringen and was seconded by Commissioner Dennis. The motion passed unanimously.

B. Piedmont Community Board Representative

It was requested the Board appoint a County Commissioner or designee to represent Stanly County on the community Board. Commissioner Lowder nominated and moved to appoint Chairman Efird as the representative. Commissioner Dennis seconded the motion which carried by a 6 – 0 vote.

C. Region F Aging Advisory Committee

Due to the recent resignation of Mr. Rick Russell, it was requested the Board name a replacement to serve the remainder of his term until June 30, 2017. It was also noted that there is one vacant alternate position on this committee for Stanly County as well.

This item was tabled to allow time for volunteer applications to be submitted.

ITEM # 8 – COMMISSIONER COMPENSATION DISCUSSION

Presenter: Commissioner Peter Ascitutto

For discussion, Commissioner requested the Board discuss the direct compensation received by Board members. Commissioner Dennis and Chairman Efird both felt that such a discussion should take place during budget workshops which will also allow the incoming Board members to participate as well. With no further comments, Commissioner Ascitutto thanked the Board for allowing him to speak.

ITEM # 9 – CONSENT AGENDA

Presenter: Chairman Scott Efird

- A. Minutes – Regular meeting of September 6, 2016
- B. Finance – Request acceptance of the Monthly Financial Report for Two Months Ended August 31, 2016
- C. EMS – Request approval to update signatures on the 2016 NC Statewide Emergency Management Mutual Aid & Assistance Agreement
- D. Library – Surplus all weeded library books and donate them to the October book sale
- E. Sheriff's Office – Request approval of budget amendment # 2017-08
- F. Senior Services – Request approval of budget amendment # 2017-07

- G. Register of Deeds – Request approval of the “Thank You For Your Service “ Day proclamation
- H. EMS – Request approval of budget amendment # 2017-09

Commissioner Dennis moved to approve the consent agenda items as presented. His motion was seconded by Commissioner Burleson and passed by unanimous vote.

PUBLIC COMMENT – None.

BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS

Commissioner Ascitutto noted the peaceful protest that took place the previous week at the Stanly County Courthouse and commended the Sheriff’s Office and City of Albemarle Police Department for their handling of the situation. He also mentioned the 4-H Citizens for Government program held the previous week at Stanly Commons which he, Chairman Efird and Commissioner McIntyre participated in.

Chairman Efird noted the pink tie he was wearing was in honor of Breast Cancer Awareness month which is observed in October.

CLOSED SESSION

Commissioner Lowder moved to recess the meeting into closed session to discuss economic development in accordance with G. S. 143-318.11(a)(4). The motion was seconded by Commissioner Dennis and carried unanimously at 8:50 p.m.

ADJOURN

With no further discussion, Commissioner Ascitutto moved to adjourn the meeting. The motion was seconded by Commissioner Dennis and passed with a 6 – 0 vote at 9:16 p.m.

Terry Scott Efird, Chairman

Tyler Brummitt, Clerk



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter: Consent

12B
 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

Subject
 Please see the attached September 2016 refund report from the North Carolina Vehicle Tax System for taxpayers due vehicle refunds over \$100 which requires Board of Commissioners approval.

Requested Action
 Consider and approve the attached vehicle tax refunds.

Signature: Toby R. Hinson

Date: 10/4/16

Dept. Finance

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



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 10/3/2016 3:05:44 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
786 BMN INC	786 BMN INC	HAQUE, ANWAR UL	206 SMOKEHOUSE LN	ALBEMARLE, NC 28001	01	Tax	(\$262.17)	\$0.00	(\$262.17)
					50	Tax	(\$230.87)	\$0.00	(\$230.87)
					50	Vehicle Fee	\$0.00	\$0.00	\$0.00
BURR, ROBERT WAYNE	BURR, ROBERT WAYNE	BURR, LYNN WATTS	120 REDTIP BLVD	LITTLE RIVER, SC 29566	01	Tax	(\$69.78)	\$0.00	(\$69.78)
					50	Tax	(\$61.45)	\$0.00	(\$61.45)
					50	Vehicle Fee	\$0.00	\$0.00	\$0.00
C E MCSWAIN & SONS INC	C E MCSWAIN & SONS INC		PO BOX 1149	NORWOOD, NC 28128	01	Tax	(\$204.53)	\$0.00	(\$204.53)
					15	Tax	(\$30.52)	\$0.00	(\$30.52)
CLARK, KIP ALLEN	CLARK, KIP ALLEN		8687 RENEE FORD RD	STANFIELD, NC 28163	01	Tax	(\$101.27)	\$0.00	(\$101.27)
					11	Tax	(\$12.72)	\$0.00	(\$12.72)
COX, WILLIAM DALE	COX, WILLIAM DALE		9076 PLANK RD	NORWOOD, NC 28128	01	Tax	(\$150.43)	\$0.00	(\$150.43)
					15	Tax	(\$22.45)	\$0.00	(\$22.45)
HERLOCKER, TERRY LEE	HERLOCKER, TERRY LEE		20932 BEAR CREEK CH RD	NEW LONDON, NC 28127	01	Tax	\$0.00	\$0.00	\$0.00
					50	Tax	(\$128.80)	\$0.00	(\$128.80)
					50	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
					23	Tax	\$10.92	\$0.00	\$10.92
					30	Tax	(\$21.83)	\$0.00	(\$21.83)
KARAM, VICTOR ABRAHAM	KARAM, VICTOR ABRAHAM	DANIELS, ALLISON ROSE	1002 COLONIAL DR	ALBEMARLE, NC 28001	01	Tax	(\$105.93)	\$0.00	(\$105.93)
					50	Tax	(\$93.28)	\$0.00	(\$93.28)
					50	Vehicle Fee	\$0.00	\$0.00	\$0.00
MOORE, CARLA CAUBLE	MOORE, CARLA CAUBLE		910 LAURAS LN	ALBEMARLE, NC 28001	01	Tax	(\$98.41)	\$0.00	(\$98.41)
					50	Tax	(\$86.66)	\$0.00	(\$86.66)
					50	Vehicle Fee	\$0.00	\$0.00	\$0.00
SIGMON, PANSY LEE	SIGMON, PANSY LEE		PO BOX 542	RUTHERFORD TON, NC 28139	01	Tax	(\$139.03)	\$0.00	(\$139.03)
					12	Tax	(\$20.75)	\$0.00	(\$20.75)
THOMPSON, PAUL LEE JR	THOMPSON, PAUL LEE JR		28736 JAY ALLEN RD	ALBEMARLE, NC 28001	01	Tax	(\$107.41)	\$0.00	(\$107.41)
					16	Tax	(\$16.03)	\$0.00	(\$16.03)
								Refund	\$159.78
								Refund	\$185.07
								Refund	\$199.21
								Refund	\$144.71
								Refund	\$235.05
								Refund	\$172.88
								Refund	\$131.23
								Refund	\$113.99
								Refund	\$123.44

North Carolina Vehicle Tax System

NCVTS Pending Refund report



Report Date 10/3/2016 3:05:44 PM

TUCKER,
COURTNEY
DENISE

720 REDAH
AVE

LOCUST, NC
28097

01	Tax	(\$102.36)	\$0.00	(\$102.36)
55	Tax	(\$55.00)	\$0.00	(\$55.00)
55	Vehicle Fee	\$0.00	\$0.00	\$0.00
11	Tax	(\$12.86)	\$0.00	(\$12.86)
			Refund	\$170.22



AMENDMENT NO: 2017-10

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, 2017:

To amend Airport Taxilane Rehab Project Fund 673, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
673.4530	190.000	Professional Services	\$ 29,806	\$ 903	\$ 30,709
673.4530	580.000	Bldgs, Structure, & Improve	148,141	85,844	233,985
TOTALS			<u>\$ 177,947</u>	<u>\$ 86,747</u>	<u>\$ 264,694</u>

This budget amendment is justified as follows:

To amend the Airport Taxilane Rehabilitation Project for the expense of the re-advertisement of the project and to adjust the construction cost to the bid amount.

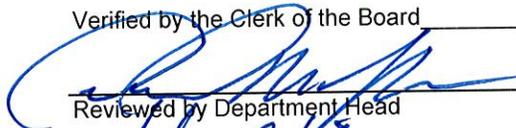
This will result in a net increase \$ 86,747 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
673.3453	230.32	Vision 100 Entitlement	\$ 160,152	\$ 78,071	\$ 238,223
673.3980	980.110	From General Fund	17,795	8,676	26,471
TOTALS			<u>\$ 177,947</u>	<u>\$ 86,747</u>	<u>\$ 264,694</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 _____


Reviewed by Department Head

10/11/16
Date


Reviewed by Finance Director

10-11-16
Date

Reviewed by County Manager _____

Date

Posted by
Journal No.
Date



AMENDMENT NO: 2017-11

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, 2017:

To amend the General Fund 110, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.6110	351.000	Rep & Maint-Bldg & Grounds	\$ 51,000	\$ 10,000	\$ 61,000
110.4260	351.000	Rep & Maint-Bldg & Grounds	285,000	(5,000)	280,000
TOTALS			<u>\$ 336,000</u>	<u>\$ 5,000</u>	<u>\$ 341,000</u>

This budget amendment is justified as follows:

To amend the budget for the Library to cover the cost of painting and exterior work on the Freeman-Marks House. The Stanly County Historical Society has approved a commitment of \$5,000 or 50% of the cost and the other half is being transferred from Facilities Management Building Repairs.

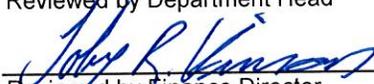
This will result in a net increase \$ 5,000 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.3611	840.10	Donations	\$ 300	\$ 5,000	\$ 5,300
TOTALS			<u>\$ 300</u>	<u>\$ 5,000</u>	<u>\$ 5,300</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 _____

Reviewed by Department Head 	Date 10-12-16	<table border="1"> <tr><td>Posted by</td></tr> <tr><td>Journal No.</td></tr> <tr><td>Date</td></tr> </table>	Posted by	Journal No.	Date
Posted by					
Journal No.					
Date					
Reviewed by Finance Director	Date				
Reviewed by County Manager	Date				



Stanly County Historical Society
245 East Main Street
Albemarle, NC 28001
(704) 986-3777

Preserving the Past for the Future

September 2, 2016

Mr. Andy Lucas
Stanly County Manager
1000 N. 1st Street #10
Albemarle, NC 28001

Re: Painting and exterior work on the Freeman-Marks House

Dear Sir:

The Stanly County Historical Society is pleased to continue our partnership with the Stanly County Museum and Library. We recognize there are significant expenses related to the maintenance of two historic houses on the County Museum property and as we are able we will continue in assisting the County with these expenses. We feel it is important to our County's history that these buildings be maintained in ways that assure the historic accuracy of their appearance and provide them with the very best conditions for their continued preservation.

With concurrence from Mr. Jerry Morton, I contacted Mr. Terry Wilber of Wilber Historic Restorations LLC who provided a quote for work on the Freeman-Marks House to Mr. Morton on August 25th. The work covered in the quote includes repairs to the roof, windows, doors, and exterior trim and the preparation and painting of the house.

As we are strong proponents of proper maintenance of the Freeman-Marks House, the Board of Directors of the Stanly County Historical Society, Inc. has approved financial support for this project in the amount of 50% of the cost, up to \$5,000.00.

Thank you for your support in this effort to preserve, protect and promote the history of Stanly County.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Ringler". The signature is fluid and cursive, written over a white background.

Ken Ringler
President of the Board of Directors
Stanly County Historical Society, Inc



Stanly County Board of Commissioners

Meeting Date: October 17, 2016
 Presenter:

12E

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

Stanly Community College – Cosmetology Facility & Equipment Leases

Subject

Pursuant to the Memorandum of Understanding (“MOU”) by and between Stanly Community College and Stanly County dated August 4, 2015 regarding the construction and financing of a cosmetology facility (“Facility”), upon completion of construction of the Facility, the parties agreed to enter into lease agreements for the Facility and associated equipment (“Equipment”). Thus, the purpose of the attached Lease Agreements is to follow through on the parties’ prior agreement found in the MOU.

Requested Action

Consider and approve both the Lease Agreement for the Facility and the Lease Agreement for the Equipment.

Authorize staff to negotiate any changes to the Lease Agreements in the best interest of the County.

Signature: *Jenif R. Furr*
 Date: 10-11-16

Dept. _____
 Attachments: Yes X No _____

Review Process

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

NORTH CAROLINA
STANLY COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2016, by and between the COUNTY OF STANLY, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Lessor"), and STANLY COMMUNITY COLLEGE, an educational institution operating under the provisions of Chapter 115D of the North Carolina General Statutes, a (hereinafter referred to as "Lessee") (hereinafter collectively referred to as "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding on August 4, 2015 (hereinafter referred to as "MOU"), which is attached hereto and incorporated by reference herein as Attachment A, in order to memorialize and outline a collaborative agreement between the Parties for the construction and financing of a new cosmetology facility (hereinafter referred to as "Facility") and associated equipment (hereinafter referred to as "Equipment") on the main campus of Stanly Community College;

WHEREAS, pursuant to the MOU, Lessor obtained the financing necessary for the Equipment in an amount of \$250,000.00 (hereinafter referred to as "Loan") for a term of 10 years;

WHEREAS, pursuant to the MOU, Lessor entered into a design-build contract for the construction of the Facility;

WHEREAS, the construction of the Facility is now complete;

WHEREAS, pursuant to the MOU, upon completion of the construction of the Facility, Lessor agreed to lease the Equipment to Lessee, and Lessee agreed to so lease from the Lessor, for a term equivalent to the term of the Loan for the Equipment;

NOW THEREFORE, pursuant to the MOU and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. Equipment

For good and valuable consideration and the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain cosmetology Equipment listed on Schedule 1 attached to the Installment Financing Contract [Equipment Financing] Between Uwharrie Bank and County of Stanly, North Carolina Dated as of August 14, 2015 (hereinafter referred to as

“Installment Financing Contract”), which is attached hereto and incorporated by reference herein as a part of Attachment A.

2. Term

The term of this lease shall be from July 20, 2016 until August 14, 2025 (“Term”), which is the date of the last annual payment on the Loan.

3. Consideration

Lessee agrees that Lessor shall subtract the annual lease payments in the amount of \$28,037.70, which is equivalent to the Lessor’s annual Loan payments for the Equipment, as well as any and all costs and expenses associated with said Loan, including but not limited to debt service and insurance costs, from Lessee's annual current expense budget allocation from Lessor for ten (10) years unless the Stanly County Board of Commissioners and the Stanly Community College Board of Trustees were to agree otherwise in writing. Should said Boards agree otherwise in writing, then the Parties shall amend this Lease accordingly.

4. Delivery and Acceptance

The Equipment was delivered to and accepted by Lessee on _____, 2016. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

5. Use of Equipment

5.1. Use Provision

Lessee covenants to use the Equipment only for community college cosmetology purposes and for no other purpose. The Equipment will not be removed from the Facility without the Lessor’s prior written consent.

5.2. “As Is” Acceptance of Property

Lessee accepts the Equipment from Lessor in “as is” condition, except to the extent specifically provided elsewhere in this Lease.

5.3. Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with the lease of the Equipment. Lessee shall only use the Equipment in a careful and proper manner for the use contemplated by the manufacturer of the Equipment. Lessee

shall comply with all laws, rules, ordinances, statutes, and orders regarding the possession, use, maintenance, and storage of the Equipment.

5.4. Encumbrances

Lessee shall keep the Equipment free and clear of any levies, liens, or other encumbrances (except the existing Loan), and shall not permit any act where Lessor's title or rights may be negatively affected.

6. Repairs and Maintenance

Lessee agrees to cover any and all costs of any and all maintenance, repairs, and parts the Equipment may require during the Term. Lessee agrees to maintain the Equipment in good order and repair at the expense of Lessee during the Term. Lessee agrees to make proper repairs within a reasonable amount of time after the necessity, nature, and location thereof have been called to its attention.

If Lessee fails to make repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor shall not be liable to Lessee for any inconvenience by reason of any repairs, alterations or additions made by Lessor under this Lease; however, repairs, alterations, or additions made by Lessor shall be performed at a time mutually agreed upon by Lessor and Lessee in an effort to minimize any disruptions to Lessee's professors/students/customers.

7. Risk of Loss, Damage, and Destruction

Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery, if any, applied to the cost of such repair. If Lessee determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee will replace the same with like equipment in good repair with the proceeds of any insurance recovery, if any, applied to the cost of such replacement. Lessor will cooperate with Lessee and provide any assistance necessary as owner of the Equipment with regard to filing insurance claims, making repairs, and/or replacing the Equipment following loss, damage or destruction of the Equipment. Notwithstanding the foregoing sentence, Lessee shall remain fully responsible for making all lease payments and repairing and replacing the Equipment.

Any repair, restoration, modification, improvement or replacement paid for in whole or in part by Lessee or with the proceeds of any insurance recovery shall be the property of the Lessor, subject to the Loan, and shall be included as part of the Equipment under this Lease.

8. Utilities

Lessee covenants and agrees that it shall pay all charges for gas, water, steam, electricity, light, heat, power, telephone or other utility services furnished to or used on or in connection with the operation/use of the Equipment. There shall be no abatement of the lease payments on account of interruption of any such services. Lessee acknowledges and agrees that Lessor shall not be liable in any way for any inconvenience caused by the cessation or interruption of heating, air-conditioning, electricity, water, sewer, telephone, cable, internet, security alarm monitoring, or any other utility service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee shall not be entitled to any compensation by reason thereof.

9. Limitations on Lessee's Ability to Alter Property

Lessee shall not make any alterations, additions, or other improvements in or to the Equipment without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

Lessee may propose alterations, additions or other improvements in or to the Equipment for Lessor's consideration. All approved alterations and additions to the Equipment shall be performed by Lessee, or Lessee's contractor, at the expense of the Lessee unless Lessor shall otherwise agree in writing. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion. All alterations or additions shall become a part of the Equipment and surrendered to Lessor upon termination of this Lease or delivered to Lessee upon expiration of this Lease, unless Lessor shall at the time of its approval of such work requires removal or restoration on the part of Lessee as a condition of such approval.

10. Hold Harmless; Indemnification

10.1. Hold Harmless

Lessor shall not be liable for any damage to, or loss of, property or equipment belonging to Lessee, its employees or agents, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, or water, which may leak or flow from or into any part of the Equipment, or from breakage, leakage, obstruction or other defects of the pipes, wires, cords, accessories, or plumbing of the same, whether the said damage or injury results from conditions arising with the Equipment, the Facility, or upon other portions of the Stanly Community College campus of which the Facility is a part, or from other sources.

Lessor shall not be liable in any manner to Lessee, its agents or employees for injury, death, or damage to property caused by criminal or intentional misconduct, or by any act of neglect of third parties, Lessee, or Lessee's agents or employees, associated with the use of the Equipment.

10.2. Indemnification of Lessor

Lessee covenants and agrees to save Lessor and Lessor's agents, employees, and officers, from all loss, damage, liability, claim, or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered, or claimed by any person whomsoever, or for any cause whatsoever, by reason of the possession, operation, use, or maintenance by Lessee, its agents, employees, invitees or visitors of the Equipment. It is the intent of this section to require Lessee to indemnify Lessor to the extent permitted under North Carolina law.

10.3. Survival of Indemnification Provisions

The provisions of this Article 10 shall survive the expiration of the Term.

11. Insurance

11.1. Lessee's Obligation to Provide Insurance

Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 in the aggregate, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or operation of the Equipment. Lessor shall be named as additional insureds.

Additionally, Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Property or Inland Marine coverage on the Equipment for not less than \$250,000.00. Lessor shall be named as loss payee.

11.2. Lessee's Obligation to Provide Certificates

Lessee shall cause to be delivered to the Lessor on or about July 20 of each year a certificate stating that the insurance policies required or permitted by this Lease are in full force and effect.

12. Assignment and Subletting

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Equipment without the prior written consent of the Lessor.

13. Lessor's Right of Access

Lessor may, at any time during this Lease, upon reasonable notice to Lessee of not less than 12 hours, during reasonable business hours enter to view/inspect the Equipment, to show the same to others, or to observe its use and operation. Additionally, if Lessee fails to make necessary repairs

promptly, Lessor, at its option, may enter the Facility in order to make such repairs at a time mutually agreed upon by Lessor and Lessee in an effort to minimize any disruptions to Lessee's professors/students/customers.

14. Default by Lessee

It is hereby mutually agreed that if Lessee shall fail to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed, Lessor may terminate this Lease should Lessee remain in default thereof for a period of fifteen (15) days after written notice from Lessor calling attention to such default, in which event Lessee shall immediately surrender the Equipment to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Equipment and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination. It is the intent of this section to require Lessee to indemnify Lessor to the extent permitted under North Carolina law.

15. Subordination Clause

This Lease shall be subject and subordinate at all times to the lien of any mortgage, deed of trust, security agreement, or other encumbrance(s) which may now or which may at any time hereafter be made upon the Equipment or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage, deed of trust, security agreement, or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby. The holder of any mortgage, deed of trust, or security agreement encumbering the Equipment shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage, deed of trust, security agreement, or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

16. Surrender of Possession

The Equipment is and shall remain the exclusive property of Lessor during the Term; however, upon the expiration of the Term and payment in full by Lessee to Lessor of the Loan amounts for the Equipment as well as any and all costs and expenses of said Loan, including but not limited to debt service and insurance costs, Lessor shall convey title to the Equipment, including any improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Equipment, to Lessee.

Upon the earlier termination of the Term due to Lessee's default, Lessee shall surrender the Equipment and all cords and accessories used in connection therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 9, any and all improvements,

repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Equipment (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property, and (ii) shall be surrendered to Lessor upon the earlier termination of the Term.

17. Miscellaneous

17.1. Waiver of Breach

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

17.2. Warranties

LESSEE AND LESSOR EXPRESSLY AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, THERE ARE AND SHALL BE NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER BY LESSOR TO LESSEE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, WORKMANLIKE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THE EQUIPMENT IS ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. LESSOR COVENANTS AND WARRANTS WITH LESSEE THAT IT IS THE LAWFUL OWNER OF THE EQUIPMENT, SUBJECT ONLY TO LIENS AS A RESULT OF THE FINANCING SET FORTH IN THE MOU, AND THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT TO LESSEE.

This provision shall not be construed as a waiver of any warranty claims which Lessor or Lessee may have against others related to the Equipment, and Lessor and Lessee agree to cooperate with each other for any such warranty claims.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

17.3. Written Lease

It is understood and agreed by and between the parties hereto that this Lease contains the final lease agreement between said Parties, and that it, along with the MOU, constitute the entire agreement between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained or contained in the MOU. This

Lease may not be modified orally or in any manner other than by written agreement signed by the Parties hereto.

17.4. Provisions that are Unlawful or Against Public Policy

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

17.5. Conditions That Prevent Performance

Whenever a period of time is herein prescribed for action to be taken by Lessor and/or Lessee, Lessor and/or Lessee shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor and/or Lessee.

17.6. Signatures of Both Parties Required

The submission of this Lease to Lessee/Lessor shall not be construed as an offer or acceptance nor shall Lessee/Lessor have any rights with respect thereto unless Lessor and Lessee execute a copy of this Lease and deliver same to the opposing party.

17.7. Cooperating with Lessor's Financing Arrangements

If, in connection with obtaining financing for the Equipment, any lender shall request modifications to this Lease as a condition for such financing, Lessee will not unreasonably withhold, delay, or defer its consent thereto. Notwithstanding the preceding sentence, Lessor will not refinance or otherwise encumber the Equipment with any debt or liabilities without the consent of Lessee.

Additionally, Lessee agrees to comply with any and all inspection, care and use, utilities, insurance, risk of loss, damage, and removal requirements and any other terms and conditions of the Installment Financing Contract attached hereto as Exhibit C of the MOU. Should any term herein conflict with the Installment Financing Contract, the Installment Financing Contract shall govern.

17.8. Both Parties Must Consent to Assignment

Neither party shall assign all or any portion of this Lease to any other party without the prior written consent of the other party. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee or Lessor any right to assign this Lease or sublet the Equipment or any part thereof other than as provided in Article 15 hereof.

17.9. Time Is of Essence Clause

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

17.10. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina. Unless prohibited by law all actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina sitting in Stanly County or, where applicable, the United States District Court of the Middle District of North Carolina.

17.11. Notices

Any notices required or permitted to be given under the terms of this Lease shall be considered properly made if either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the address set forth below:

TO LESSOR: County of Stanly
Attn: Andrew Lucas, County Manager
1000 North First Street, Suite 10
Albemarle, NC 28001

TO LESSEE: Stanly Community College
Attn: Dr. John D. Enamait, President
141 College Drive
Albemarle, NC 28001

Addresses to which notice shall be given may be changed by either party at any time by giving notice to the other as herein provided.

17.12. Duplicate Originals Recordation of Lease

This Lease Agreement is executed in duplicate originals with one (1) copy retained by Lessor and one (1) copy by Lessee. The parties agree to execute a memorandum of this Lease, establishing the commencement date in suitable form, for recording purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOR LEASE AGREEMENT (EQUIPMENT) DATED SEPTEMBER ,
2016, BY AND BETWEEN THE COUNTY OF STANLY AND STANLY COMMUNITY
COLLEGE

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

LESSOR:
COUNTY OF STANLY

LESSEE:
STANLY COMMUNITY COLLEGE

By: _____

By: _____

Date: _____

Date: _____

NORTH CAROLINA
STANLY COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2016, by and between the COUNTY OF STANLY, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Lessor"), and STANLY COMMUNITY COLLEGE, an educational institution operating under the provisions of Chapter 115D of the North Carolina General Statutes, a (hereinafter referred to as "Lessee") (hereinafter collectively referred to as "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding on August 4, 2015 (hereinafter referred to as "MOU"), which is attached hereto and incorporated by reference herein as Attachment A, in order to memorialize and outline a collaborative agreement between the Parties for the construction and financing of a new cosmetology facility (hereinafter referred to as "Facility") and associated equipment (hereinafter referred to as "Equipment") on the main campus of Stanly Community College;

WHEREAS, pursuant to the MOU, Lessor obtained the financing necessary for the design and construction of the Facility in an amount of \$1,982,000.00 (hereinafter referred to as "Loan") for a term of 20 years;

WHEREAS, pursuant to the MOU, Lessor entered into a design-build contract for the construction of the Facility;

WHEREAS, the construction of the Facility is now complete;

WHEREAS, pursuant to the MOU, upon completion of the construction of the Facility, Lessor agreed to lease the Facility to Lessee, and Lessee agreed to so lease from the Lessor, for a term equivalent to the term of the Loan for the Facility;

NOW THEREFORE, pursuant to the MOU and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. Premises/Legal Description

For good and valuable consideration and the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain cosmetology building located at 136 College Drive, Albemarle, North Carolina 28001 on the Lessee's main campus on 1.044 acres, more

or less, and identified as "1" on a plat entitled "Final Plat for Stanly Community College", prepared by Vincent C. Townsend, Registered Land Surveyor of Green Mountain Engineering, PLLC, and recorded on August 12, 2015 in Plat Book 24, Page 178, Stanly County Registry, a copy of said plat being attached hereto as Attachment B (hereinafter referred to as "Premises"). The total square footage of the building is approximately 12,000 square feet.

2. Term

The term of this lease shall be from July 20, 2016 until August 14, 2035 ("Term"), which is the date of the last annual payment on the Loan.

3. Consideration

Lessee agrees that Lessor shall subtract annual lease payments in the amount of \$124,548.79, which is equivalent to the Lessor's annual Loan payments for the Facility, as well as any and all costs and expenses associated with said Loan, including but not limited to debt service and insurance costs, from Lessee's annual current expense budget allocation from Lessor for twenty (20) years unless the Stanly County Board of Commissioners and the Stanly Community College Board of Trustees were to agree otherwise in writing. Should said Boards agree otherwise in writing, then the Parties shall amend this Lease accordingly.

4. Use of Premises

4.1. Use Provision

Lessee covenants to use the Premises only for a community college cosmetology facility and for no other purpose.

4.2. "As Is" Acceptance of Premises

Lessee accepts the Premises from Lessor in "as is" condition, except to the extent specifically provided elsewhere in this Lease.

4.3. Covenant of Quiet Enjoyment

Lessor covenants with Lessee that Lessee shall have the right of quiet enjoyment of the Premises during the Term of the lease.

5. Compliance with Americans with Disabilities Act

5.1. ADA Compliance

The Premises and their use authorized under this Lease comply fully with (and no notices of violation have been received in connection with) environmental, air quality, zoning, flood plain, planning, subdivision, building, health, labor, discrimination, fire, traffic, safety, wetlands and other governmental or regulatory rules, regulations, laws, ordinances, statutes, codes and requirements applicable to the building or facility in which the Premises are located (collectively, hereinafter referred to as "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Lessor has received such final certificates as may be required or customary evidencing compliance with all building codes and permits, and approval of full occupancy of the Premises and of all installations therein. As of July 20, 2016 going forward, Lessee is solely responsible for the Premises being continuously in compliance with all applicable Building Laws (as the same may be amended from time to time).

5.2. Indemnification of Lessor

Lessee agrees to protect, defend, indemnify and hold Lessor harmless from and against all liability threatened against or suffered by Lessor by reason of a breach by Lessee of its responsibility as contained in the preceding Subparagraph 5.1. The foregoing indemnity shall include the cost of all alterations to the Premises (including architectural, engineering, legal and accounting costs), all fines, fees and penalties, and all legal and other expenses (including attorneys' fees), incurred by Lessor in connection with the Premises being in violation of any Building Law and for the cost of collection of the sums due under the indemnity. It is the intent of this section is to require Lessee to indemnify Lessor to the extent permitted under North Carolina law.

6. Repairs and Maintenance

Lessee agrees to cover any and all costs of any and all maintenance or repairs the Premises may require during the Term. Lessee agrees to maintain the Premises in good order and repair at the expense of Lessee during the Term. Lessee's maintenance shall include, but not be limited to, major repairs of the walls, windows, doors, roof, heating, air conditioning, electrical and plumbing systems. Lessee agrees to make proper repairs within a reasonable amount of time after the necessity, nature, and location thereof have been called to its attention.

If Lessee fails to make repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor shall not be liable to Lessee for any inconvenience by reason of any repairs, alterations or additions made by Lessor under this Lease; however, repairs, alterations, or additions made by Lessor shall be performed at a time mutually agreed upon by Lessor and Lessee in an effort to minimize any disruptions to Lessee's professors/students/customers.

Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

7. Utilities

Lessee covenants and agrees that it shall be responsible for furnishing any and all utilities, including but not limited to heat and air-conditioning, electricity, water, sewer, telephone, cable, internet, and security alarm monitoring. Lessee acknowledges and agrees that Lessor shall not be liable in any way for any inconvenience caused by the cessation or interruption of heating, air-conditioning, electricity, water, sewer, telephone, cable, internet, security alarm monitoring, or any other utility service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee shall not be entitled to any compensation by reason thereof.

8. Limitations on Lessee's Ability to Alter Property

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

Lessee may propose alterations, additions or other improvements in or to the Premises for Lessor's consideration. All approved alterations and additions to the Premises shall be performed by Lessee, or Lessee's contractor, at the expense of the Lessee unless Lessor shall otherwise agree in writing. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises shall at all times be a complete unit except during the period necessarily required for such work. All alterations or additions shall become a part of the realty and surrendered to Lessor upon termination of this Lease or deeded to Lessee upon expiration of this Lease, unless Lessor shall at the time of its approval of such work requires removal or restoration on the part of Lessee as a condition of such approval.

9. Hold Harmless; Indemnification

9.1. Hold Harmless

Lessor shall not be liable for any damage to, or loss of, property in/on the Premises belonging to Lessee, its employees or agents, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Stanly Community College campus of which the Premises are a part, or from other sources.

Lessor shall not be liable in any manner to Lessee, its agents or employees for injury, death, or damage to property caused by criminal or intentional misconduct, or by any act of neglect of third parties, Lessee, or Lessee's agents or employees, associated with Lessee's use of the Premises.

9.2. Indemnification of Lessor

Lessee covenants and agrees to save Lessor and Lessor's agents, employees, and officers from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use or occupancy by Lessee, its agents, employees, invitees or visitors of the Premises. It is the intent of this section to require Lessee to indemnify Lessor to the extent permitted under North Carolina law.

9.3. Survival of Indemnification Provisions

The provisions of this Article 9 shall survive the expiration of the Term.

10. Insurance

10.1. Lessee's Obligation to Provide Insurance

Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 in the aggregate, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Premises. Lessor shall be named as additional insureds.

Additionally, Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Property coverage on the Premises for not less than \$1,982,000.00. Lessor shall be named as loss payee.

10.2. Lessee's Fire Insurance

Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on Lessee's contents located at the Premises in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

10.3 Lessee's Obligation to Provide Certificates

Lessee shall cause to be delivered to the Lessor on or about July 20 of each year a certificate stating that the insurance policies required or permitted by this Lease are in full force and effect.

11. Assignment and Subletting

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without the prior written consent of the Lessor.

12. Lessor's Right of Access

Lessor may, at any time during Lessee's occupancy, upon reasonable notice to Lessee of not less than 12 hours, during reasonable business hours enter either to view the Premises or to show the same to others. Additionally, if Lessee fails to make necessary repairs promptly, Lessor, at its option, may enter the Premises in order to make such repairs at a time mutually agreed upon by Lessor and Lessee in an effort to minimize any disruptions to Lessee's professors/students/customers.

13. Default by Lessee

It is hereby mutually agreed that if Lessee shall fail to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed, Lessor may terminate this Lease should Lessee remain in default thereof for a period of fifteen (15) days after written notice from Lessor calling attention to such default, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination. It is the intent of this section to require Lessee to indemnify Lessor to the extent permitted under North Carolina law.

14. Subordination Clause

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Premises or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby. The holder of any mortgage or deed of trust encumbering the Premises shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

15. Surrender of Possession

Upon the expiration of the Term and payment in full by Lessee to Lessor of the Loan amounts for the Facility as well as any and all costs and expenses of said Loan, including but not limited to debt service and insurance costs, Lessor shall deed the Premises, including any improvements, repairs alterations and all other property attached to, used in connection with or otherwise installed upon the Premises, to Lessee.

Upon the earlier termination of the Term due to Lessee's default, Lessee shall surrender the Premises and all keys, security cards, and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 8, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property, and (ii) shall be surrendered to Lessor upon the earlier termination of the Term.

16. Miscellaneous

16.1. Waiver of Breach

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

16.2. Liability

Applicable North Carolina law shall govern all liabilities.

16.3. Warranty of Habitability and Fitness for Particular Purpose

LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. This provision shall not be construed as a waiver of any warranty claims which Lessor or Lessee may have against others related to the Premises, and Lessor and Lessee agree to cooperate with each other for any such warranty claims.

16.4. Written Lease

It is understood and agreed by and between the parties hereto that this Lease contains the final lease agreement between said Parties, and that it, along with the MOU, constitute the entire agreement between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained or contained in the MOU. This Lease may not be modified orally or in any manner other than by written agreement signed by the Parties hereto.

16.5. Provisions that are Unlawful or Against Public Policy

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

16.6. Conditions That Prevent Performance

Whenever a period of time is herein prescribed for action to be taken by Lessor and/or Lessee, Lessor and/or Lessee shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor and/or Lessee.

16.7. Signatures of Both Parties Required

The submission of this Lease to Lessee/Lessor shall not be construed as an offer or acceptance nor shall Lessee/Lessor have any rights with respect thereto unless Lessor and Lessee execute a copy of this Lease and deliver same to the opposing party.

16.8. Cooperating with Lessor's Financing Arrangements

If, in connection with obtaining financing for the Facility, any lender shall request modifications to this Lease as a condition for such financing, Lessee will not unreasonably withhold, delay, or defer its consent thereto. Notwithstanding the preceding sentence, Lessor will not refinance or otherwise encumber the Facility with any debt or liabilities without the consent of Lessee.

Additionally, Lessee agrees to comply with any and all inspection, care and use, utilities, insurance, risk of loss, damage, and removal requirements and any other terms and conditions of the Installment Financing Contract [Facility Financing] Between Uwharrie Bank and County of Stanly, North Carolina Dated as of August 14, 2015 (hereinafter referred to as "Installment Financing Contract") attached hereto as Exhibit D of the MOU. Should any term herein conflict with the Installment Financing Contract, the Installment Financing Contract shall govern.

16.9. Both Parties Must Consent to Assignment

Neither party shall assign all or any portion of this Lease to any other party without the prior written consent of the other party. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee or Lessor any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 16 hereof.

16.10. Time Is of Essence Clause

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

16.11. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina. Unless prohibited by law all actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina sitting in Stanly County or, where applicable, the United States District Court of the Middle District of North Carolina.

16.12. Notices

Any notices required or permitted to be given under the terms of this Lease shall be considered properly made if either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the address set forth below:

TO LESSOR: County of Stanly
Attn: Andrew Lucas, County Manager
1000 North First Street, Suite 10
Albemarle, NC 28001

TO LESSEE: Stanly Community College
Attn: Dr. John D. Enamait, President
141 College Drive
Albemarle, NC 28001

Addresses to which notice shall be given may be changed by either party at any time by giving notice to the other as herein provided.

16.13. Duplicate Originals Recordation of Lease

This Lease Agreement is executed in duplicate originals with one (1) copy retained by Lessor and one (1) copy by Lessee. The parties agree to execute a memorandum of this Lease, establishing the commencement date in suitable form, for recording purposes.

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SIGNATURE PAGE FOR LEASE AGREEMENT (FACILITY) DATED SEPTEMBER , 2016,
BY AND BETWEEN THE COUNTY OF STANLY AND STANLY COMMUNITY COLLEGE

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

LESSOR:
COUNTY OF STANLY

LESSEE:
STANLY COMMUNITY COLLEGE

By: _____
Date: _____

By: _____
Date: _____