

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
NOVEMBER 18, 2013
7:00 P.M.**

CALL TO ORDER & WELCOME – CHAIRMAN MCINTYRE

INVOCATION – VICE CHAIRMAN MORTON

PLEDGE OF ALLEGIANCE

APPROVAL / ADJUSTMENTS TO THE AGENDA

SCHEDULED AGENDA ITEMS

- 1. ECONOMIC DEVELOPMENT COMMISSION – JOINT PUBIC HEARING WITH THE TOWN OF STANFIELD TO RECEIVE PUBLIC COMMENT ON THE PROPOSED ECONOMIC INCENTIVE AGREEMENT FOR UFP NEW LONDON, LLC
Presenter: Paul Stratos, EDC Director**
- 2. PRESENTATION BY THE PREGNANCY RESOURCE CENTER OF STANLY COUNTY
Presenter: Amy Phibbs, Director of Development**
- 3. 2013 STANLY COUNTY COMMUNITY HEALTH ASSESSMENT SUMMARY
Presenter: Dennis Joyner, Health Director**
- 4. ENVIRONMENTAL HEALTH
Presenter: David Ezzell, Environmental Health Director**
- 5. BOARD & COMMITTEE APPOINTMENTS
Presenter: Andy Lucas, County Manager**
 - A. Board of Adjustment**
 - B. SCUSA Advisory Committee**

6. E-911 INTERLOCAL AGREEMENT FOR RADIO SERVICE

Presenter: Andy Lucas, County Manager

7. CONSENT AGENDA

- A. Minutes – Regular meeting of November 4, 2013**
- B. Transportation / SCUSA – Request approval of the attached amendments to the FY 2013-2014 System Safety Program Plan**
- C. Health Dept. – Request approval of budget amendment # 2014-11 to accept and appropriate funds received from the NC Division of Public Health**
- D. Finance – Consider and approve the attached vehicle tax refund report for October 2013.**

PUBLIC COMMENT

GENERAL COMMENTS & ANNOUNCEMENTS

CLOSED SESSION: To discuss a personnel issue in accordance with G. S. 143-318.119(a)(6) and a real estate transaction in accordance with G. S. 143-318.11(a)(5).

ADJOURN

The next regular meeting is scheduled for Monday, December 2nd at 7:00 p.m.



Stanly County Board of Commissioners

Meeting Date: November 18, 2013

Presenter:

Consent Agenda Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

JOINT PUBIC HEARING WITH THE TOWN OF STANFIELD TO RECEIVE PUBLIC COMMENT ON THE PROPOSED ECONOMIC INCENTIVE AGREEMENT FOR UFP NEW LONDON, LLC

Subject

Enclosed for your information is a copy of the proposed incentive agreement and the notice of public hearing placed in the Stanly News and Press on November 7th.

Requested Action

- Hold the public hearing
- Request the Board of County Commissioners and Stanfield Town Council approve, modify or deny the proposed incentive agreement.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes No ___x_

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date

**PERFORMANCE AGREEMENT AMONG STANLY COUNTY, NORTH CAROLINA,
THE TOWN OF STANFIELD, NORTH CAROLINA, AND UFP NEW LONDON, LLC**

STANLY COUNTY: Stanly County Board of Commissioners
1000 N. First Street, Suite 10
Albemarle, NC 28001

TOWN OF STANFIELD: Town of Stanfield
103 West Stanly Street
Stanfield, NC 28163

COMPANY: UFP New London, LLC
174 Random Drive
New London, NC 28127

This agreement made and entered into this the _____ day of November, 2013 by and among The County of Stanly, a body politic and corporate of the State of North Carolina (appearing hereinafter as "County"), The Town of Stanfield, a municipal corporation of the State of North Carolina (appearing hereinafter as "Town"), and UFP New London, LLC, a North Carolina Company licensed to do business within the United States and North Carolina (appearing hereinafter as "Company").

WITNESSETH

THAT WHEREAS, the companies of Universal Forest Products, including UFP New London, LLC, combine to create the nation's leading manufacturer and distributor of wood and wood-alternative products to the retail building materials, industrial packaging/components, manufactured housing, residential construction and commercial construction and concrete forming products; and

WHEREAS, the County and Town have offered to the Company an inducement package as hereinafter set forth; and

WHEREAS, but for the offer of incentives the Company would not be expanding its facility within Stanly County; and

WHEREAS, the Company has agreed to meet and continue meeting the minimum investment and employment requirements as hereinafter set forth;

NOW, THEREFORE, the parties hereto in consideration of these mutual covenants and agreements passing from each to the other do hereby agree as follows:

1. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT

A. PROJECT SCOPE: The Company will upgrade existing structures and invest in additional capital equipment in the form of a heat lamination production line. It will be located at their facility at 301 West Stanly Street, Stanfield, NC 28163. The minimum investment for the project is expected to total \$1,053,000 and the project is expected to create 20 new jobs in Stanly County. The project is expected to be operational as soon as the 4th quarter of 2013.

B. INVESTMENT: The Company shall invest a minimum of \$1,053,000 in taxable real and business personal property in addition to its 2013 real and business personal property tax assessment (hereinafter referred to as "Investment"). The Company shall maintain the minimum taxable investment for a period of at least five (5) years through and including 2018. If total increase of taxable investment shall fall below the minimum investment levels due to removal of equipment as assessed by the Stanly County Tax Assessor, the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall.

C. EMPLOYMENT: The Company shall employ the equivalent of twenty (20), new full-time employees in addition to the number of Company employees existing as of June 30, 2013. The Company shall maintain the minimum of twenty (20), new full time employees for a period of at least five (5) years through and including 2018. If the number of new full time employees falls below twenty (20), the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall. Employees counted toward this total shall include new employees of the Company with a hire date of July 1, 2013 or later, provided such employees are located in Stanly County on a full time basis. Employees of the Company will be eligible to participate in Company sponsored health insurance and retirement programs. Proof of employment shall be provided in the form of a NCUI 101 or equivalent state form or notarized statement from an officer within the Company and be verifiable with the North Carolina Department of Commerce. For purposes of this section "20 full-time employees" shall be defined as 20 actively employed individuals and shall not include vacant positions for which the Company is actively or otherwise recruiting. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill the vacancy.

D. GRANT PARTICIPATION: The Company agrees to partner, through the commitment to create new jobs, with the Town, County and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The Company agrees to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding. The Company shall be liable for, or required to, provide a financial contribution in order to secure said funding for building improvements.

E. STATUTORY COMPLIANCE: The Company understands that the County's participation is contingent upon compliance with N.C. General Statute 158-7.1.

2. INDUCEMENT PACKAGE

A. COUNTY COMMITMENT

(1.) COUNTY INDUCEMENT GRANT: The County shall provide to the Company an inducement to offset the Company's Investment in an amount equal to 50% of taxes otherwise

payable on the assessed value of the Investment over a five (5) year period. The first installment shall occur during November of the 2014 calendar year upon receipt of proof that the minimum aforementioned new employment (based on the third quarter – ending September 30) and investment numbers have been met and that all past and current local property taxes on the real and business personal property owned by the Company and located within Stanly County have been paid. Proof of investment shall be the records of the County Tax Assessor. Proof of tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Proof of employment shall be a NCUI 101 or equivalent state form or a notarized statement by an officer within the Company. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the County. Please see the attached Schedule A – “Universal Forest Products Property Tax Calculations – New Capital Investment”.

B. TOWN COMMITMENT

(1.) TOWN INDUCEMENT GRANT: The Town of Stanfield shall provide to the Company an inducement to offset the Company’s Investment in an amount equal to 50% of taxes otherwise payable on the assessed value of the Investment made at UFP New London, LLC’s Stanfield plant over a five (5) year period. The first installment shall occur during November of the 2014 calendar year upon receipt of proof that the minimum aforementioned new employment (based on the third quarter – ending September 30) and investment numbers (Section 1 above) have been met and that all past and current local property taxes on the real and business personal property owned by the Company and located within the Town of Stanfield have been paid. Proof of investment shall be the records of the County Tax Assessor and a notarized statement by an officer within the Company. Proof of tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Proof of employment shall be a NCUI 101 or equivalent state form or a notarized statement by an officer within the Company. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the Town. Please see the attached Schedule A– “Universal Forest Products Property Tax Calculations – New Capital Investment”.

C. GRANT PARTICIPATION: The County and Town agree to partner, through the commitment to create new jobs, with the Company and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The County and Town agree to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding.

3. EXPANSION OPPORTUNITY

Participation in this agreement shall not exclude the Company from consideration for additional incentives from either the Town or the County either during or upon completion of this agreement. Future projects shall be considered on a case-by-case basis and induced at the discretion of the County and/or Town based on new taxable investment and job creation in excess of the minimum levels outlined in “Section 1” above. Any such agreement shall require a separate “Performance Agreement” which shall conform with all relevant State Statutes.

4. PROOF AND CERTIFICATION

The officials of all parties to this Agreement shall furnish the necessary reports and certificates to verify that each party's respective goals are met. Once the Company maintains its investment and employment goals for the term of this agreement it will no longer need to furnish these reports.

Acceptable forms of proof for taxable investment shall be the records of the County Tax Assessor. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and/or receipts of payment from the County Tax Collector. Acceptable forms of proof for employment numbers shall be in the form of a NCUI 101 or equivalent state form or notarized statement from an officer within the Company and be verifiable with the North Carolina Department of Commerce.

5. REMEDY

A. INDUCEMENT PACKAGE: If the County or Town does not meet and maintain the terms set forth in the inducement package, the Company has the option to reduce the amount of its investment and employment package by a pro-rated share upon thirty (30) days written notice to the County and Town.

B. DELAY OF INCENTIVE INITIATION: If the Company does not meet employment and investment goals enumerated above by January 1, 2014, the onset of this agreement may be delayed one (1) year, at the option of the Company. Written notification of a request to delay onset must be received by the County no later than December 15, 2013. This agreement shall initiate no later than January 1, 2015, and shall expire no later than December 31, 2019.

C. INVESTMENT AND EMPLOYMENT PACKAGE: If the Company does not meet and maintain either the investment or employment goals within the annual timetable set forth in this agreement, and does not opt to delay the onset of this agreement as described above, then the County will reduce the annual installment payment on a pro-rata basis until such time as the Company once again meets both the investment and employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met. If both investment and employment goals are not met, the larger percentage of shortfall will be applied. In order to qualify for the full reimbursement, both investment and employment must meet or exceed the minimum standards outlined above.

6. SEVERABILITY

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms, or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added by mutual agreement to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

7. COMPLIANCE WITH THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACTS OF NORTH CAROLINA GENERAL STATUTES

All appropriations and expenditures pursuant to this agreement shall be subject to the provisions of the Local Government Budget and Fiscal Control acts of the North Carolina General Statutes

for cities and counties and shall be listed in the annual report submitted to the Local Government Commission by both the County and the Town.

8. GOVERNING LAWS

This Agreement shall be governed and construed by 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.

9. ENTIRE AGREEMENT

The Company, the County, and the Town agree that this document constitutes the entire agreement among the three (3) parties and may only be modified by a written mutual agreement signed by the parties.

PERFORMANCE AGREEMENT REVIEWED AND ACCEPTED BY:

 11.4.2013
Mr. John Devitto Date
President and CEO 
UFP New London, LLC

Attest: _____ Date
Title: _____

Mr. Gene McIntyre Date
Chairman
Stanly County Commissioners

Attest: Tyler Brummitt Date
Clerk to the Board
Stanly County Commissioners

Mr. Kevin Barbee Date
Mayor
Town of Stanfield

Attest: Wanda Yow Date
Town Clerk
Town of Stanfield

Universal Forest Products Property Tax Calculations - New Capital Investment

Schedule A

Stanly County - Town of Stanfield

Assuming \$1.053 million new taxable investment (\$493.6K in real property and \$560K in equipment) and creation of 20 jobs

Year	Real Property Value	Machine & Equip Cost	Mach. & Equip. % Good	M&E Assessed Value	Total Value	County Rate	Municipal	Total Taxes	Grant *
2013-14	493,620	560,080	0.92	515,274	1,008,894	\$6,760	\$3,834	\$10,593	\$5,297
2014-15	493,620	560,080	0.85	476,068	969,688	\$6,497	\$3,685	\$10,182	\$5,091
2015-16	493,620	560,080	0.78	436,862	930,482	\$6,234	\$3,536	\$9,770	\$4,885
2016-17	493,620	560,080	0.7	392,056	885,676	\$5,934	\$3,366	\$9,300	\$4,650
2017-18	493,620	560,080	0.64	358,451	852,071	\$5,709	\$3,238	\$8,947	\$4,473
5 Year Total						\$31,134	\$17,658	\$48,792	
						x50%	\$8,829	\$24,396	
						Total Incentive Amount			\$24,396

The A-12 (2012) manufacturing schedule from the NCDOR Cost Index and Depreciation Schedule was used in the above computations.

*Proposed 50% over 5 years subject to Stanly County Board of Commissioners and Town of Stanfield approval

As investment and job creation decreases, the grant % and length of the grant period will also decrease.

**STANLY COUNTY BOARD OF COMMISSIONERS
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Stanly County Board of Commissioners will hold a joint public hearing with the Town of Stanfield on Monday, November 18, 2013 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons located at 1000 N. First Street, Albemarle, North Carolina.

The purpose of the public hearing is to invite public comment on a proposed economic incentive agreement between Stanly County, the Town of Stanfield and UFP New London, LLC. All interested persons are invited to attend this hearing.

Persons needing special assistance or non-English speaking persons should contact the Clerk's office at (704) 983-3600 at least 48 hours prior to the hearing.

Please publish the above notice in the non-legal section with a black border as a display ad on Thursday, November 7, 2013.

Please mail the bill and affidavit to: Stanly County
1000 N. First Street, Suite 10
Albemarle, NC 28001
Attn: Tyler Brummitt



Stanly County Board of Commissioners

Meeting Date: November 18, 2013
 Presenter: Amy Phibbs, Director of Development

Consent Agenda | Regular Agenda

2

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>PRESENTATION BY THE PREGNANCY RESOURCE CENTER OF STANLY COUNTY</p>
Requested Action	<p>For information only with no action required.</p>

Signature: _____

Dept. _____

Date: _____

Attachments: Yes No ___x_

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date



<p>Abortion Statistics (2011)</p>	<ul style="list-style-type: none"> • NC – 22,370 abortions in 2011 (15.6% of all pregnancies) • Stanly Co. – 68 abortions in 2011 (9.6% of all pregnancies) • Montgomery Co.,-17 abortions in 2011 (4.6% of all pregnancies)
<p>Teen Pregnancy Rate (2011)</p>	<ul style="list-style-type: none"> • Stanly: 48.8 (ranked 43rd of 100 counties in NC) • Montgomery: 82.5 (ranked 2nd of 100 counties in NC)
<p>Volunteers</p>	<ul style="list-style-type: none"> • 20 volunteers
<p>Number of Clients (Jan.1-Nov.14, 2013)</p>	<ul style="list-style-type: none"> • 257 clients
<p>Why Clients Come (Jan.1-Nov.14, 2013)</p>	<ul style="list-style-type: none"> • 1,096 client visits • 162 pregnancy tests; 51 ultrasounds • 663 incentive program visits • 198 parenting class visits
<p>Changed Minds (Jan.1-Nov.14, 2013)</p>	<ul style="list-style-type: none"> • 3 women who were abortion- intended chose life for their unborn baby
<p>Gospel Witness (Jan.1-Nov.14, 2013)</p>	<ul style="list-style-type: none"> • Spiritual discussions with 193 clients • Gospel shared with 52 clients • 1 client made a profession of faith
<p>Abortion Recovery (Jan.1-Nov.14, 2013)</p>	<ul style="list-style-type: none"> • 7 women participated in <i>Forgiven and Set Free</i> Bible study • <i>Healing the Father's Heart</i> offered for men for first time
<p>Outreach</p>	<ul style="list-style-type: none"> • April 2014: Second annual Teen Girls Conference to be held • October 2013: Jeffrey Dean spoke to 8 Stanly County schools • April 2013: Who Am I? Teen Girls Conference • October 2012: Jeffrey Dean spoke to 2 Stanly County schools and West Montgomery High School; presented Plugged-in Parenting Conference and Teen Rally



Stanly County Board of Commissioners

Meeting Date: November 18, 2013
 Presenter: Dennis R. Joyner, Health Director

Consent Agenda	3 Regular Agenda
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ITEM TO BE CONSIDERED

Subject

The Stanly County Health Department recently completed the 2013 Community Health Assessment in conjunction with Stanly Regional Medical Center and Stanly County United Way. We would like to present the County Commissioners with a short summary of the results and the priority community health concerns identified in the assessment.

Requested Action

Presentation of the Stanly County 2013 Community Health Assessment summary. Informational purposes only.

Signature: *Dennis R. Joyner*

Date: 11/13/13

Dept: Public Health

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: November 18, 2013
 Presenter: David Ezzell, Environmental Health Dir.

Consent Agenda	4	Regular Agenda
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ITEM TO BE CONSIDERED

Subject

On September 1, 2012, North Carolina made a major change in food safety defense by adopting the NC Food Code. Section 2-102.12 of the Code requires that "at least one employee who has supervisory and management responsibility and the authority to direct and control food preparation and service shall be a certified food protection manager...." This person in charge is required to have passed an ANSI accredited exam for food safety.

Stanly County Environmental Health has offered the Serve Safe course to establishments located in the county twice each year for approximately 8 years. Even with this effort there are quite a few facilities that do not have the required training. Effective January 1, 2014 this will be a 2 point deduction on the facilities inspection. The course that we offer each spring and fall is conducted over a 2 ½ day period. Unfortunately the smaller locally owned facilities cannot take the time off to attend the course. Owner/operators now have the option of taking the course online instead of a class room setting. However the exam must be a proctored exam.

We are proposing that we offer to proctor the exam for the Serve Safe course for Stanly County facilities with a fee of \$50.00 and \$75.00 for out-of-county facilities. The National Restaurant Association has specific space requirements for conducting the exam therefore the number of participants will be limited to 40. Environmental Health staff are certified as instructors for this course and can proctor the exam. EH staff will coordinate registration, order the exam materials, proctor the exam, mail exam answer sheets to the National Restaurant Association, and notify participants of the results. We anticipate that the time needed for each session would be approximately 4 hours. The maximum time allowed for the exam is 2 hours. The additional time would be pre and post test preparation time. The fee will cover the cost of the exam answer sheet (\$38.00) and staff time. Projected revenue is \$5,000 (100 participants x \$50). On November 7, the Board of Health recommended the establishment of these proctoring fees.

Requested Action

Request approval to establish a Serve Safe exam proctoring fee of \$50 for in-county facilities and \$75 for out-of-county facilities and to appropriate the associated revenue and expenses to the Health Department's Environmental Health budget.

Signature: _____ Date: _____	Dept: <u>Public Health</u> Attachments: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no																										
Review Process	Certification of Action																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Approved</th> <th rowspan="2">Initials</th> </tr> <tr> <th>Yes</th> <th>No</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
		Approved			Initials																						
	Yes	No																									
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>																									
Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>																									
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County Manager	<input type="checkbox"/>	<input type="checkbox"/>																									
Other:	<input type="checkbox"/>	<input type="checkbox"/>																									

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, 2014:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.5180	261.000	Office Supplies	\$ 13,000	\$ 5,000	\$ 18,000
TOTALS			<u>\$ 13,000</u>	<u>\$ 5,000</u>	<u>\$ 18,000</u>

This budget amendment is justified as follows:

Request approval to establish Serve Safe exam proctoring fees and to appropriate those funds to the Health Department FY 2013-14 Environmental Health budget.

This will result in a net increase of \$ 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
110.3500	890.15	Misc Inc.- Envir Hlth	\$ 9,000	\$ 5,000	\$ 14,000
TOTALS			<u>\$ 9,000</u>	<u>\$ 5,000</u>	<u>\$ 14,000</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 _____

Dennis R. Joyner
Department Head's Approval

11/12/13
Date

John R. Vinson
Finance Director's Approval

11-12-13
Date

County Manager's Approval

Date

Posted by
Journal No.
Date

Tyler Brummitt

From: Linda Evans
Sent: Tuesday, November 12, 2013 5:43 PM
To: Tyler Brummitt
Cc: Michael Sandy
Subject: FW: Board of Adjustments Appointee

I'm forwarding Benton Payne's email to you for your information.
Linda Evans

From: hotmail_62441150bcb9ccc8@live.com [mailto:hotmail_62441150bcb9ccc8@live.com] **On Behalf Of** Benton Payne
Sent: Tuesday, November 12, 2013 5:14 PM
To: Tony Dennis; Lindsey Dunevant
Cc: Linda Evans
Subject: Board of Adjustments Appointee

Dear Sirs:

My name is Benton Payne. You may remember that I was at one time, the Division Engineer for the NCDOT before retiring in December of 2005. Our paths have crossed professionally on several occasions. I hope this finds both of you doing well.

I first would like to thank both for your willingness to serve the people of Stanly County in your positions of County Commissioner. You have given me the privilege of serving on the Board of Adjustments for the last couple of years. County Planner, Linda Evans, has shared with the Board of Adjustments that there have been some difficulty in finding qualified people to serve on various Boards. I took the liberty to ask an acquaintance, Michael D. Efird, if he would be willing to volunteer to serve. It is my understanding that his name has been submitted to the Board of County Commissioners.

Mr. Efird is a lifelong resident of Stanly County. He is a veteran of the US Air Force. He retired from the Computer technology field this year. He has good reasoning power and would be a great addition to the Board of Adjustments. This is to request your consideration of his appointment.

Thank you in advance for your consideration.

Benton Payne
704-982-9206
704-438-1498 cell

Tyler Brummitt

From: Stanly County, North Carolina [webmaster@co.stanly.nc.us]
Content: Monday, February 11, 2013 3:49 PM
To: Tyler Brummitt
Subject: Volunteer Board Application

Name: Joseph L. Burleson

Address: 248 Market St.

City: Locust

State: NC

Zip: 28097

Home Phone: 7047916253

Work Phone: 7049828915

Date of Birth: September 20, 1987

Gender: Male

Race: White

Boards you wish to serve on: Airport Authority, Board of Adjustment, Economic Development Commission, Equalization and Review & Planning Board - Apptd to Planning Bd
ON 3/4/2013.



Stanly County Volunteer Application

Volunteer Application Stanly County Boards and Commissions

NAME: Michael D Efrd _____

HOME ADDRESS: 20013 Old Aquadale Rd _____

CITY, STATE, ZIP: Albemarle, NC. 28001 _____

TELEPHONE: (W) 704 991 5075 (H) 704 983 5745 _____

FAX: _____

DATE: 10-07-13 _____

EMAIL: efrdm@vnet.net _____

PLACE OF EMPLOYEMENT: 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): 03 / 27 / 1947 _____

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

1. Board of Adjustment _____
2. _____
3. _____

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: 38 years working on Computers and high end printing and sign equipment _____

VOLUNTEER EXPERIENCE: _____

EDUCATION: Some college _____

OTHER COMMENTS: _____

Return to Tyler Brummitt, Clerk to the Board, 1000 N. First Street, Suite 10,
Albemarle, NC 28001

ADJUSTMENTS, BOARD OF

Compensation: \$40/mtg

G. S. 153A-345**Local Ordinance:** Zoning Ordinance, Stanly County, Article XII, Section 120, Pg. 75**Date Established:** July 1972**Meeting Schedule:** 2nd Tuesday, Monthly at 7:30 p.m.**Members:** 7 Regular, 2 Alternate**Terms:** 3 years (No indication of validity of succeeding appointments)**Special Provisions:** All members shall be residents of Stanly County and shall be from different areas within the County's zoning jurisdiction. Alternate members while serving in the absence of any regular member, shall have and exercise all powers and duties of such regular member so absent.**Method of Appointment:** All are appointed by the Board of County Commissioners**Officers:** Board of Adjustments elects its own chairman and vice-chairman, who appoints a secretary and such other subordinates as may be authorized by Board of Commissioners.

MEMBERS	APPOINTED	TERM EXPIRATION
S. Todd Swaringen 12144 Cottonville Road Norwood, NC 28128	7/14/08	6/30/14
Richard Cosgrove P. O. Box 171 Richfield, NC 28137	10/6/08	6/30/16
Houston B. "Buddy" Clark II 40275 Hoops Court Albemarle, NC 28001	10/22/12	6/30/15
Dr. John Eckman III 319 Harvard Drive Albemarle, NC 28001	7/14/08	6/30/14

Adjustments, Board of (Cont'd)

MEMBERS	APPOINTED	TERM EXPIRATION
Rebecca Carter P. O. Box 1119 Albemarle, NC 28002-1119	2010	6/30/16
Benton Payne 1616 Bellamy Circle Albemarle, NC 28001	10/6/08	6/30/15
Kevin Brickman 20604 NC Hwy 24/27 Oakboro, NC 28129	10/5/09	6/30/15

There are 2 vacancies for Alternate Members

Linda Evans, Clerk to the Board
(704) 986-3661



Stanly County Board of Commissioners

Meeting Date November 18, 2013

Presenter: Andy Lucas, County Manager

Consent Agenda	 Regular Agenda
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ITEM TO BE CONSIDERED

Interlocal Agreement for Emergency Radio Services

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

Subject

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

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

Requested Action

Consider and approve the Interlocal agreement as presented.

Signature: Andy Lucas

Dept Central Administration

Date: 11/18/13

Attachments: **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

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT
FOR RADIO SERVICE**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

2. Definitions.

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

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

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

3. Responsibilities of the Parties.

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

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

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

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

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

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

4. **Term and Termination.**

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

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

4.2. This Agreement may be terminated as follows:

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

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

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

Phone:	
Fax:	
E-Mail	

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

6. Miscellaneous.

- 6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties. Any assignment attempted without the written consent of the other parties shall be void.
- 6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

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

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

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

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

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

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

Danny Lovett Operator's Representative 704.336.2381

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

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

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

ATTESTED:

STANLY COUNTY

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED:

CITY OF CHARLOTTE

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTESTED:

MECKLENBURG COUNTY

BY: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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

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

**Director of Finance
City of Charlotte**

**Director of Finance
Mecklenburg County**

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

**Director of Finance
Stanly County**

Exhibit A

FCC Licenses

No frequencies included as of the date of agreement execution

Exhibit B

Baseline Radios and Consoles

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

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

Exhibit C
Service Description and Service Level

DESCRIPTION OF RADIO SERVICE

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

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

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

- 1.1. **Radio System Operation and Management.**

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

- 1.2. **Fixed Site Management.**

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

- 1.3. **Strategic Planning.**

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

1.4. Development of Budget and Chargeback Model

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

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

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

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

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

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

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

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

2.3.2. Service Levels for Emergency Service Calls

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

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

- 3. MAINTENANCE SERVICES.** The following services are provided as an optional service referenced in **Exhibit D** "technician support". If the "technician support" option is not chosen, the Operator will provide such services if and when requested by the Customer based on resource availability and at the Operator's then current prices for such service.
- 3.1. Installation and removal of mobile equipment.** Installation and removal of electronic equipment mounted in a vehicle or on motorized equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply:
- 3.1.1. Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.
- 3.1.2. Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.
- 3.1.3. All work will be completed to specifications and price agreed to at time of scheduling.
- 3.2. Maintenance of electronic equipment.** This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment. If a Stanly Agency elects to purchase such service, the following service levels shall apply.
- 3.2.1. Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the customer will be contacted and a completion schedule established.
- 3.2.2. Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.
- 3.2.3. Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.
- 3.3. Batteries.** The Operator agrees to maintain a stock of batteries for the radios utilized on the radio system. Batteries can be purchased at the Motorola Trunked Customers Group Price.
- 3.4. Consultation and Project Management Services.** The following Services may be purchased from the Operator on a case-by-case basis on terms mutually acceptable to the Stanly Agency and the Operator.
- 3.4.1. Assistance in the design and installation of specialized communication systems.
- 3.4.2. All special projects will be completed to project specific agreed upon standards.
- 3.4.3. Project pricing and scheduling will be negotiated with the requesting Stanly Agency.
- 4. EXCLUDED SERVICES.** The Radio Service shall not include and the Operator shall not be required to perform the following:
- 4.1. Services to equipment which has become defective other than through normal wear and usage, such as, but not limited to:**
- 4.1.1. Accidents, physical or electronic misuse or abuse.

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

Exhibit D

FEEES FOR EQUIPMENT MAINTENANCE AND SUPPORT

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

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

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

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

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

Charlotte CIT Support	\$126,900
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This cost is for support provided to ensure proper maintenance and operation of the Stanly Radio Subsystem. It includes tower infrastructure maintenance, RCC support, console maintenance, planning, and administration work effort equivalent to one full time network engineer, radio account management services equivalent to one-fourth business system associate FTE and related radio service management and strategic planning.

TOTAL	\$449,512
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Technician support (optional)	\$88,336
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A FTE (full-time equivalent) technician to provide subscriber equipment troubleshooting/repair, radio programming. Support can be provided to all devices associated with the Stanly Radio Subsystem.

TOTAL w/FTE Technician Support	\$537,848
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**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
NOVEMBER 4, 2013**

COMMISSIONERS PRESENT: Gene McIntyre, Chairman
Josh Morton, Vice Chairman
Peter Ascitutto
Tony Dennis
Lindsey Dunevant

COMMISSIONERS ABSENT: None

STAFF PRESENT: Andy Lucas, County Manager
Jenny Furr, County Attorney
Tyler Brummitt, Clerk

CALL TO ORDER

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, November 4, 2013 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman McIntyre called the meeting to order, gave the invocation and led the pledge of allegiance.

APPROVAL/ADJUSTMENTS TO THE AGENDA

Commissioner Ascitutto stated that the Albemarle Downtown Development Corporation (ADDC) had requested the Board's support and approval for a fireworks display during the Albemarle Downtown Christmas Event scheduled for Saturday, December 7th. This item was added as Item # 4(B) for further consideration.

By motion, Commissioner Dennis moved to approve the agenda as amended and was seconded by Commissioner Ascitutto. The motion carried by unanimous vote.

EXCUSED FROM VOTING

Vice Chairman Morton requested to be excused from participating in Item# 1(C) – Rezoning request for American Towers LLC on behalf of Wade Hinson. Vice Chairman Morton stated he represented Mr. Hinson at the time he purchased the property that is being considered for rezoning and considers it a conflict of interest.

Commissioner Ascitutto moved to excuse Vice Chairman Morton from the discussion of Item # 1(C) and was seconded by Commissioner Dennis. The motion passed by unanimous vote.

ITEM # 1 – PLANNING & ZONING

Presenter: Michael Sandy, Planning Director

A. ZA 13-06 – Rezoning request by American Towers, LLC on behalf of Joyce Ann Hartsell Baucom

American Towers and property owner Joyce Baucom requested the rezoning of a 100' x 100' section of a 12.63 acre parcel (RECN 1563) located at 8499 Renee Ford Road from RA to RA/TO to erect a 195 foot monopole telecommunications tower. The Planning Director provided a brief overview of the request including the factors used to evaluate a tower for aesthetic reasons based on section 614.4 of the Zoning Ordinance and staff recommendations for the conditions of approval. The Planning Board forwarded the case to the County Commissioners with a favorable recommendation, in accordance with the 2010 Stanly County Land Use Plan.

Chairman McIntyre declared the public hearing open. During this time, Brian Pearce, an attorney with Nexsen-Pruet, came forward to address the Board in support of the rezoning request. With no one else coming forward to speak, the public hearing was closed.

By motion, Commissioner Dennis moved to approve rezoning request ZA 13-06. His motion was seconded by Commissioner Ascitutto and passed with a 5 – 0 vote.

B. ZA 13-07 – Rezoning request by American Towers, LLC on behalf of Nancy Carpenter

American Towers and property owner Nancy Carpenter requested the rezoning of a 100' x 100' section of a 7.16 acre parcel (RECN 4003) located at 12449 NC 138 Highway from RA to RA/TO to erect a 195 foot monopole telecommunications tower. The Planning Director again provided an overview of the request which included the factors used to evaluate a tower for aesthetic reasons based on section 614.4 of the Zoning Ordinance and staff recommendations for the conditions of approval. The Planning Board forwarded the case to the County Commissioners with a favorable recommendation, in accordance with the 2010 Stanly County Land Use Plan.

With no questions from the Board, Chairman McIntyre declared the public hearing open. Attorney Brian Pearce came forward to address the Board and spoke in favor of the rezoning request.

With no one else coming forward, Chairman McIntyre declared the public hearing closed.

Commissioner Dennis moved to approve rezoning request ZA 13-07 and was seconded by Commissioner Ascitutto. The motion carried by unanimous vote.

C. ZA 13-08 – Rezoning request by American Towers, LLC on behalf of Wade Hinson

American Towers and property owner Wade Hinson requested the rezoning of a 100' x 100' section of a 50.66 acre parcel (RECN 24846) located at 14120 Travis Road from RA to RA/TO to erect a 195 foot monopole telecommunications tower. The case was forwarded by the Planning Board with a favorable recommendation in accordance with the 2010 Stanly County Land Use Plan.

Chairman McIntyre declared the public hearing open. Once again, Attorney Brian Pearce came forward to speak in favor of the rezoning and to answer any questions. With no one else coming forward, the hearing was closed.

By motion, Commissioner Dennis moved to approve rezoning request ZA 13-08 and was seconded by Commissioner Ascitutto. The motion passed with a 4 – 0 vote (Vice Chairman Morton was previously excused from voting due to a conflict of interest.)

D. SDA 13-01 – County Planning Board Text Amendment to Modify the Stanly County Subdivision Ordinance, Section 66 -72, Curb, Gutter and Sidewalks, and Section 66 – 90 Construction Criteria Point Approval System

Board consideration was requested in amending Section 66 – 72 Curb, Gutter and Sidewalks by removing the current language and replacing it with the following: “Sidewalks are at the option of the developer and any horizontal portion of curb & gutter is counted into the pavement width.”

Secondly, it was requested that Section 66 – 90 Construction Criteria Point Approval System be amended by adding the following:

- 2-Sided Sidewalks 20 pts Per ADA requirements on both sides
- Engineered Storm Drainage 20 pts Designed and approved underground
- Curb and Guttering 25 pts Standing or Valley Type
- Home Owners Association 10 pts Recorded and Enforced

The Planning Board recommended the above-mentioned text amendment be adopted.

After a brief period of questions from the Board, Chairman McIntyre declared the public hearing open. With no one coming forward, the hearing was closed.

Commissioner Dennis moved to approve text amendment SDA 13-01, was seconded by Commissioner Ascutto and passed with a 5 – 0 vote.

E. APPOINTMENT TO THE BOARD OF ADJUSTMENT

Due to the recent resignation of Rebecca Carter, it was requested the Board appoint a replacement to serve her unexpired term until June 30, 2016.

Commissioner Dunevant moved to table this item and was seconded by Commissioner Ascutto. The motion passed by unanimous vote.

ITEM # 2 – TARHEEL CHALLENGE ACADEMY SPECIAL STATE GRANT FUNDS

Presenter: Andy Lucas, County Manager

The North Carolina General Assembly adopted the State budget for fiscal year 2013-2014 to provide a special grant in the amount of \$3,092,000 to Stanly County for the renovation and construction of a new Tarheel Challenge Academy in New London. The County will act as the fiduciary agent for the grant funds and provide all required documents to the NC Office of State Budget for execution of the funds. The County will also work closely with the Stanly County School System prior to the start of the project to work out all of the issues associated with the facility improvements, access, liability, utility expenses associated with the New London school facility. It was requested the Board approve the attached resolution stating its support in partnering with the NC Air National Guard and Tarheel Challenge Academy, and to recognize, receive and appropriate these funds.

By motion, Commissioner Dennis moved to approve the resolution and was seconded by Commissioner Ascutto. The motion carried by unanimous vote.

Upon a second motion, Commissioner Dunevant moved to recognize, receive and appropriate these funds. His motion was seconded by Commissioner Dennis and passed by a vote of 5 – 0.

ITEM # 3 – APPOINTMENT TO THE GASTON COMMUNITY ACTION, INC. BOARD OF DIRECTORS

Presenter: Andy Lucas, County Manager

It was requested that Ms. Deloris Chambers be considered for reappointment to the Gaston Community Action Board of Directors to serve a term from December 2013 – December 2016.

Commissioner Dennis moved to approve the reappointment of Ms. Chambers as requested. The motion was seconded by Commissioner Dunevant and carried by unanimous vote.

ITEM # 4 – CONSENT AGENDA

A. Minutes – Regular meeting of October 21, 2013

ITEM # 4(B) – ALBEMARLE DOWNTOWN DEVELOPMENT CORPORATION FIREWORKS DISPLAY REQUEST

Presenter: Commissioner Ascitutto

The Albemarle Downtown Development Corporation (ADDC) requested the Board’s consideration in approving a fireworks display as part of the Albemarle Downtown Christmas event scheduled for Saturday, December 7th.

By motion, Commissioner Dennis moved to approve the fireworks display and was seconded by Commissioner Dunevant. The motion passed unanimously.

PUBLIC COMMENT

None

GENERAL COMMENTS & ANNOUNCEMENTS

Commissioner Ascitutto noted that the luncheon hosted by the Senior Center the previous week which included Olympic Gold Medalist Billy Mills as the guest speaker was well attended and overall a great program.

ADJOURN

With no further business presented for discussion, Commissioner Dennis moved to adjourn the meeting and was seconded by Commissioner Ascitutto. The motion carried by a 5 – 0 vote at 7:47 p.m.

Gene McIntyre, Chairman

Tyler Brummitt, Clerk



Stanly County Board of Commissioners

Meeting Date: November 18th, 2013
 Presenter:

X 7B |
 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>System Safety Program Plan –NCDOT-PTD requires that each transit system implement a Safety Program plan. The original plan was adopted by the Commissioners on September 14th, 2009 with annual approvals since that time. Several changes have been made in the plan to conform with new federal/state regulations as well as a few departmental changes. See attachment.</p>
Requested Action	<p>Request approval of the amendments to the FY 13-14 System Safety Program Plan for SCUSA Transportation.</p>

Signature: <u>Gwen Hinson, Transit Director</u>	Dept. Transportation Services	
Date: <u>11-5-2013</u>	Attachments: Yes X No ___	
Review Process		
	Certification of Action	
Approved Yes No Initials	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	
Finance Director		___ ___
Budget Amendment Necessary		___ ___
County Attorney		___ ___
County Manager		___ ___
Other:	___ ___	

SCUSA TRANSPORTATION
SYSTEM SAFETY PROGRAM POLICY (SSPP)

FY 2013- 2014 UPDATES

The following items have been updated/deleted/added from the policy:

- Reference to external lifts on wheelchairs deleted – there are no longer any vehicles in the fleet with external lifts
- Deleted references to AS400 software and put in New Finance/HR program
- Documented locations of training files
- Added - signage for stopping at all railroad tracks have been added to the outside of each vehicle
- Added - drivers are allowed to wear ANSI approved shirts instead of vests if desired.
- Updated documentation of trainer’s certifications
- Updated policy on “Vehicle/Driving Accident Consequences”
- Revised Complaint Policy and Forms to comply with updated Medicaid requirements
- Add “No positive drug or alcohol test results within the last two years” to driver selection criteria
- Added permission form for Motor Vehicle Background Check for applicants
- Updated departmental Employee Conduct policy

Updates approved:

Chair – Stanly County Board of Commissioners

Date

SCUSA Transportation – Director

Date



Stanly County Board of Commissioners

Meeting Date: November 18, 2013
 Presenter: Dennis Joyner

TC

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

The Stanly County Health Department has received notification of additional funding in the amount of \$8,000 from the N.C. Division of Public Health through the Healthy Communities program. The Healthy Communities program provides North Carolina counties with resources to develop and implement policy, systems, and environmental change interventions that improve local food systems, increase food security, promote active living through planning, reduce and prevent tobacco use, and prevent chronic diseases, violence and injury.

Requested Action

Request acceptance of funding in the amount of \$8,000 from the NC Division of Public Health and appropriation to the Health Department's FY13-14 budget.

Signature: *Dennis R. Joyner*
 Date: 11/12/2013

Dept.: Public Health
 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-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, 2014:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.5110	230.000	Education Materials	\$ 33,700	\$ 8,000	\$ 41,700
TOTALS			<u>\$ 33,700</u>	<u>\$ 8,000</u>	<u>\$ 41,700</u>

This budget amendment is justified as follows:

To budget in General Health additional revenue from the NC DPH for Healthy Communities activities.

This will result in a net increase of \$ 8,000 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
110.3500	330.10	Health & Human Services	\$ 721,207	\$ 8,000	\$ 729,207
TOTALS			<u>\$ 721,207</u>	<u>\$ 8,000</u>	<u>\$ 729,207</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 _____

Dennis R. Payne _____ 11/12/13
 Department Head's Approval Date

John R. Kinman _____ 11-12-13
 Finance Director's Approval Date

 County Manager's Approval Date

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date: November 18, 2013

Presenter: Consent Agenda

7D	
Consent Agenda	Regular Agenda

ITEM TO BE CONSIDERED

Subject

Please see the attached October 2013 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: *John R. Vinson*
 Date: 11-5-13

Dept: _____
 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



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/5/2013 9:54:43 AM

Name	Address 1	Address 2	Address 3	Refund Type	Bill #	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax District	Levy Type	Change	Interest Change	Total Change
JEREMY HEATH EFIRD	16063 BIG LICK RD		OAKBORO, NC 28129	Adjustment >= \$100	0006812326	AUTHORIZED	1208728	Refund Generated due to adjustment on Bill #0006812326-2012-2012.	Over Assessment	10/10/2013	STANLY COUNTY OAKBORO FD	Tax Tax	(\$185.92) (\$11.10)	\$0.00 Refund	(\$185.92) (\$11.10) \$187.02
DANIEL ROBERT VINYARD	114 VANDERBILT CIR		LOCUST, NC 28097	Proration	0006792178	AUTHORIZED	1984256	Refund Generated due to proration on Bill #0006792178-2013-2013.	Vehicle Sold	10/04/2013	STANLY COUNTY LOCUST LOCUST WEST STANLY FD	Tax Tax Vehicle Fee Tax	(\$63.34) (\$34.04) \$0.00 (\$7.96)	\$0.00 \$0.00 \$0.00 Refund	(\$63.34) (\$34.04) \$0.00 (\$7.96) \$105.34