

**STANLY COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
JANUARY 3, 2017  
7:00 P.M.**

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

**SCHEDULED AGENDA ITEMS**

- 1. CO-OPERATIVE EXTENSION – REQUEST APPROVAL OF A VOLUNTARY  
AG DISTRICT APPLICATION**  
Presenter: Lori Ivey, Ag Extension Agent
  
- 2. SHERIFF’S OFFICE**  
Presenter: Sherriff Burris
  - A. Recognition of Advanced and Intermediate Service Awards**
  - B. Request approval to apply for and receive funds from the 2016 Stanly  
County Internet Crimes Against Children grant program and approval  
of associated budget amendment # 2017-28.**
  - C. Request the Board reaffirm the Equal Employment Opportunity  
Program.**
  
- 3. BOARD & COMMITTEE APPOINTMENTS**  
Presenter: Andy Lucas, County Manager
  - A. SCUSA Transportation Advisory Committee**
  - B. Stanly Water & Sewer Authority**
  
- 4. EDC ORGANIZATION AND GOVERNANCE DISCUSSION**  
Presenter: Andy Lucas, County Manager

## **5. CONSENT AGENDA**

- A. Minutes – Regular meeting of December 5, 2016.**
- B. Central Admin – Request approval of a contract with Inter Technologies for replacement of the audio/visual system in the Commons Meeting Room.**
- C. Stanly Community College Cosmetology Facility & Equipment Leases – Request approval of attached lease agreements.**
- D. Finance - Request approval of the Monthly Financial Report for Five Months Ended November 30, 2016.**
- E. Sheriff's Office – Request approval of budget amendment # 2017-26.**
- F. EMS – Request approval of budget amendment # 2017-27.**

- 6. GREATER BADIN WATER & SEWER DISTRICT (GBWSD) – Request the Board convene as the GBWSD to approve the attached waterline easement in Badin and Language Access Plan.**

## **PUBLIC COMMENT**

## **BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS**

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

## **ADJOURN**

**The next regular meeting is scheduled for Tuesday, January 17<sup>th</sup> at 7:00 p.m.**



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Lori Ivey

\_\_\_\_\_ | **X**  
 Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: \_\_\_\_\_

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

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

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

## ITEM TO BE CONSIDERED

**Approval of Voluntary Ag District Application for Wayne Sasser**

Subject

Requested Action

Signature: *Lori Ivey*  
 Date: 12-16-17/16

Dept. \_\_\_\_\_  
 Attachments: Yes \_\_\_\_\_ No   x  

### Review Process

Approved		Initials
Yes	No	

Finance Director	_____	_____
Budget Amendment Necessary	_____	_____
County Attorney	_____	_____
County Manager	_____	_____
Other:	_____	_____

### Certification of Action

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

\_\_\_\_\_

Tyler Brummitt, Clerk to the Board      Date \_\_\_\_\_



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Sheriff Burris

\_\_\_\_\_ | 2A  
 Consent Agenda | Regular Agenda

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

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## ITEM TO BE CONSIDERED

### RECOGNITION OF ADVANCED AND INTERMEDIATE SERVICE AWARDS

Subject

Requested Action

No Board action required.

Signature: \_\_\_\_\_

Dept. \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Yes No   x  

#### Review Process

Approved		
Yes	No	Initials

Finance Director \_\_\_\_\_

Budget Amendment Necessary \_\_\_\_\_

County Attorney \_\_\_\_\_

County Manager \_\_\_\_\_

Other: \_\_\_\_\_

#### Certification of Action

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\_\_\_\_\_

Tyler Brummitt, Clerk to the Board      Date





# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Stanly County Sheriff's Office

\_\_\_\_\_ | 2B/C  
 X  
 Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: Verbal

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## ITEM TO BE CONSIDERED

**Subject**  
 The Stanly County Sheriff's Office is in the process of joining the Internet Crimes Against Children (ICAC) task force. The Sheriff's Office is also in the process of applying for a grant from the Department of Public Safety. This would allow for the training of personnel and purchase of necessary equipment to investigate, prosecute, and convict subjects engaging in trading, producing, or possessing child pornography. The grant titled the 2016 Stanly County Internet Crimes Against Children (ICAC) would allow for approximately \$40,000.00 of equipment and training to be purchased for use by the Sheriff's Office. This grant requires that the purchase be made up front by the County, but is a zero match grant which means the County will be fully reimbursed for the expenses.

**Requested Action**  
 The Sheriff's Office would ask the Commissioners to approve this grant request and allocate the funds needed to make the initial purchases while waiting for reimbursement.

The Sheriff's Office would also request that the Commissioners re-vote the Equal Employment Opportunity Program to give it a current date, which qualifies the County to receive the grant.

Signature: \_\_\_\_\_

Dept. \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Yes No   X  

### Review Process

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

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\_\_\_\_\_

Tyler Brummitt, Clerk to the Board      Date \_\_\_\_\_



Tyler Brummitt &lt;tbrummitt@stanlycountync.gov&gt;

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## Agenda Items

2 messages

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**Tyler Brummitt** <tbrummitt@stanlycountync.gov>

Mon, Dec 12, 2016 at 9:23 AM

To: Department Heads &lt;departmentheads@stanlycountync.gov&gt;

Good morning,

If you have an agenda item for the next commissioners meeting on Tuesday, January 3rd, please have it to me by Tuesday, December 27th at 5:00 p.m.

If you have any questions, please let me know.

Thanks,  
Tyler

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**Kathy Speights** <kspeights@stanlycountync.gov>

Mon, Dec 19, 2016 at 10:05 AM

To: Tyler Brummitt &lt;tbrummitt@stanlycountync.gov&gt;

Morning,

I have a couple questions. We have a situation coming up with a grant and we need to get on the agenda for the 1/3/17 meeting. I am not sure what I need to do to ensure we have that place as I have never had to do this before. Detective Miller will have all the necessary paperwork to you by the above deadline but I just want to be sure of what I need to do to ensure he has a opportunity to present this so it can be voted on so we can apply for the grant before the deadline.

Thank you for your help

Kathy

[Quoted text hidden]

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Kathy Speights  
Stanly County Sheriff's Office  
Administrative Specialist  
[704-986-3720](tel:704-986-3720)





# Office of the Sheriff

## Stanly County Sheriff's Office GEORGE T. BURRIS, Sheriff

223 S. Second Street Albemarle, NC 28001 Phone (704)986-3714 Fax (704)986-3733

### County Commissioners

Since January of 2013, investigators with the Stanly County Sheriff's Office have utilized forensic hardware and software to investigate digital crimes within their jurisdiction. They have also utilized this material to assist the seven other law enforcement agencies located in the county as requested. Since December of 2013, Sgt. George Miller has utilized this material to assist with over 80 cases; many of which contained numerous electronic devices resulting in convictions in State and Federal court. With the change in technology, law enforcement is seeing an increased amount of traffic in the production and distribution of child pornography.

The Sheriff's Office must evolve technologically to meet the threat to children, and is currently having trouble with the materials available. The 2016 Stanly County Internet Crimes Against Children (ICAC) project will begin with the Sheriff's Office joining the ICAC task force. This grant will allow for the purchase of materials and training necessary to quickly and correctly investigate these criminals to get them off the streets. This grant will be used to service the estimated 60,000 citizens of Stanly County and to prosecute the guilty parties without burdening the State Lab, which is years behind processing digital evidence. There are many cases where an arrest is not possible until the evidence is processed, and allowing someone guilty of these types of crimes to walk free for years and pursue other victims is unacceptable.

The Stanly County Internet Crimes Against Children project will rely heavily on this grant to begin and function as designed. The material already utilized by investigators for mobile phone investigations is currently out of date by forensic standards and does not meet the needs of the office in analyzing current mobile phone devices. The following are the items and explanations for their use being requested for the project.

### Training:

Two investigators attending ICAC investigative techniques in Raleigh, North Carolina- this will require a hotel room and food for both investigators for 5 days.

One investigator attending ICAC UNIT supervisor training in Alexandria, Virginia- this will require a plane ticket, hotel room, and food for the investigator for 5 days.



# Office of the Sheriff

## Stanly County Sheriff's Office GEORGE T. BURRIS, Sheriff

223 S. Second Street Albemarle, NC 28001 Phone (704)986-3714 Fax (704)986-3733

### Equipment:

Cellebrite UFED touch 2- this terminal by Cellebrite utilizes the current forensic technology to gain access to most mobile devices and allows the investigator to quickly access and preserve the digital evidence within.

Cellebrite yearly license renewal for three years- this will allow the terminal to have updates for the next four years ending in December of 2020.

Cellebrite training course- this will allow Sgt. Miller to be certified in the operation and acquisitions of devices using the UFED touch 2.

Blackbag software Mobilize- this software is another tool necessary in obtaining digital evidence from mobile devices that may not be supported or recognized by Cellebrite.

Blackbag yearly license renewal for three years- this will allow the software to have updates for the next four years ending in December of 2020.

Forensic Recovery of Evidence Device (FRED)- this forensic tower utilizes forensic software to image and process digital evidence in a manner allowing it to be presented in court.

HP laptop computer, which will allow the ICAC investigator to access and utilize different websites in the performance of his duties.

Cannon Vixia camcorder, which will allow interviews with suspects to be recorded as required by state law.

The listed training will allow the investigators to properly utilize the ICAC resources and investigate the criminal activity using all up to date techniques. The listed equipment will significantly raise the technological ability of the Sheriff's Office and assist them greatly in providing the best possible service to the 60,000 residents of Stanly County. It will also reduce the wait times for evidence to be processed and relieve the burden to the SBI who currently is responsible for investigating all ICAC matters in Stanly County. The Sheriff's Office will utilize this equipment to work with agents with the SBI and all officers who request assistance with investigating any reported sexual abuse locally, nationally, and worldwide.





# Office of the Sheriff

## Stanly County Sheriff's Office GEORGE T. BURRIS, Sheriff

223 S. Second Street Albemarle, NC 28001 Phone (704)986-3714 Fax (704)986-3733

The fight to protect our children is ongoing. The Stanly County Sheriff's Office is determined to be in the forefront of this fight, but needs assistance to be able to do so. This grant would allow the Stanly County Sheriff's Office to function as a proper ICAC unit without being entirely dependent on the NC SBI. This grant will make the Stanly County Sheriff's Office stronger, as well as the other seven agencies in our jurisdiction. The items and training listed in this grant are what are required to make Stanly County a stand alone ICAC unit that is able to investigate, prosecute, and convict the criminals committing these heinous acts.

This grant is completely funded by the State and requires no compensation at all from Stanly County. The funds will have to be provided up front; however, all money will be returned to the county by July 2017. Thank you for your time and consideration.

The following items will be funded by the grant:

1) Assorted cables required for phone acquisition	\$400.00
2) Black bag software Mobilize with 2 year license	\$1,544.97
3) Blank hard drives	\$1,200.00
4) Canon Vixia Camcorder	\$475.17
5) Cellebrite UFED touch 2	\$10,499.00
6) Cellebrite license renewal for 3 years	\$8,522.22
7) Cellebrite training	\$3,290.00
8) Forensic Recovery of Evidence Device computer	\$11,399.00
9) HP laptop	\$780.00
10) Two investigators to ICAC IT in Raleigh	\$1,500.00
11) One investigator to ICAC supervisor training in VA	\$2,200.00
12) One investigator to ICAC conference in Atlanta	\$1,000.00
The total of the funds requested is	\$42,810.36.



AMENDMENT NO: 2017-28

**STANLY COUNTY-BUDGET AMENDMENT**

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4310.4310	291.000	Data Processing Supplies	\$ 7,500	\$ 12,923	\$ 20,423
110.4310.4310	312.000	Training	9,403	7,990	17,393
110.4310.4310	520.000	Data Processing Equip	14,254	21,898	36,152
TOTALS			<u>\$ 31,157</u>	<u>\$ 42,811</u>	<u>\$ 73,968</u>

This budget amendment is justified as follows:

To amend the budget for the Sheriff's Office with a grant from the Governor's Crime Commission. The name of the project is 2016 Stanly County Internet Crimes Against Children (ICAC).

This will result in a net increase \$ 42,811 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
110.3431	330.70	Governor's Crime Grant	\$ -	\$ 42,811	\$ 42,811
TOTALS			<u>\$ -</u>	<u>\$ 42,811</u>	<u>\$ 42,811</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 \_\_\_\_\_

*[Signature]*  
Reviewed by Department Head

*12/28/16*  
Date

*[Signature]*  
Reviewed by Finance Director

*12-28-16*  
Date

Reviewed by County Manager \_\_\_\_\_

Date

Posted by
Journal No.
Date





# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Andy Lucas, County Manager

Consent Agenda | 3A X  
 Regular Agenda

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

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## ITEM TO BE CONSIDERED

<b>Subject</b>	<p><b>Transportation Advisory Board appointments:</b></p> <ol style="list-style-type: none"> <li>1) <b>Locust Town Administrator, Cesar Correa</b>            Term: January 2017-December 2018            Replacement for: Tim Fesperman</li> <li>2) <b>Stanly County Schools Superintendent, William (Bill) Josey</b>            Term: January 2017-December 2018            Replacement for: Dr. Terry Griffin</li> <li>3) <b>Garry Lewis, General Public</b>            Term: January 2017-December 2018            Replacement for: N/A (vacant)</li> </ol>
<b>Requested Action</b>	<p><b>Appoint Cesar Correa (Locust Town Administrator), Bill Josey (Stanly County Schools Superintendent), and Garry Lewis to the SCUSA Transportation Advisory Board for a term of two years.</b></p>

Signature: *Candice Moffitt* Dept. Transportation  
 Date: 12/14/16 Attachments: Yes  No

Review Process			Certification of Action	
	Approved			
	Yes	No	Initials	
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 \_\_\_\_\_



**SCUSA Transportation Advisory Committee**  
**2016 – 2017**  
**(Active Members)**

- Tammy Albertson – Partnership for Children / Smart Start
- Kathy Almond – Chamber of Commerce
- Rod Barbee – Veterans Services
- Bryan Bowles – Government Staff
- Deloris Chambers – Elected Official
- Tate Daniels – Elected Official
- Benton Drye – Elected Official
- Beth Harkey – Mental Health
- Cary Hathcock – Public Member / Other
- Dennis Joyner – Human Service / Other
- Chris Lambert – Other
- Donald Lind – Human Service / Other
- Robin McCree – College University
- Frankie Morton – Employment Security Commission
- Tammy Schrenker – Social Services
- Brian Simpson – EMS
- Dana Stoogenke – RRRPO
- Mary Walls – Vocational Rehab
- Becky Weemhoff – Social Services



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Andy Lucas

Consent Agenda | Regular Agenda

3B

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

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## ITEM TO BE CONSIDERED

### STANLY WATER & SEWER AUTHORITY BOARD APPOINTMENTS

Please see the attached email regarding appointments to the Stanly Water & Sewer Authority.

Enclosed is one volunteer application for your consideration.

Request the Board appoint/reappoint four (4) members to the SWSA with each to serve a three (3) year term until January 3, 2020.

Subject

Requested Action

Signature: \_\_\_\_\_

Dept. \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Yes No   x  

#### Review Process

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

#### Certification of Action

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\_\_\_\_\_  
 Tyler Brummitt, Clerk to the Board      Date



Tyler Brummitt &lt;tbrummitt@stanlycountync.gov&gt;

**Fwd: Stanly Water and Sewer Authority Board Appointments**

1 message

**Andy Lucas** <alucas@stanlycountync.gov>  
To: Tyler Brummitt <tbrummitt@stanlycountync.gov>

Tue, Dec 13, 2016 at 3:23 PM

FYI. January 3 agenda item. Thank you.

Andy Lucas  
Stanly County Manager  
704-986-3600 (office)  
704-984-1258 (cell)  
alucas@stanlycountync.gov



----- Forwarded message -----

From: **Donna Davis** <ddavis@stanlycountync.gov>  
Date: Tue, Dec 13, 2016 at 3:18 PM  
Subject: Stanly Water and Sewer Authority Board Appointments  
To: Andy Lucas <alucas@stanlycountync.gov>

Andy,

The following members of the Stanly Water and Sewer Authority Board have terms expiring soon. I am requesting that the Board of Commissioners consider appointments to this Board.

Mr. Gareth Smith expires 12/16  
Mr. Bill Rigsbee expires 1/17  
Mr. Josh Morton expires 1/17  
Mr. Terry Blalock expires 1/17

Our next scheduled meeting is February 14, 2017. I will canvas the current Board about their willingness to continue service.

--

Donna Davis  
Stanly County Utilities  
1000 N 1<sup>st</sup> Street  
Suite 12  
Albemarle, NC 28001  
(704) 986-3686





# Stanly County Board of Commissioners

Meeting Date January 3, 2017

Presenter: Andy Lucas, County Manager

Consent Agenda	4	Regular Agenda
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## ITEM TO BE CONSIDERED

### EDC Organization and Governance Discussion

There has been discussion and debate regarding the existing EDC organizational and governance structure. Staff is seeking additional guidance so recruitment of new personnel can commence as soon as possible.

**Subject**

**Requested Action**

Review and discussion options

Signature: Andy Lucas

Date: 12/29/16

Dept Central Administration

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

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\_\_\_\_\_

Tyler Brummitt, Clerk to the Board Date \_\_\_\_\_



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Chairman Lawhon

5

Consent Agenda | Regular Agenda

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## ITEM TO BE CONSIDERED

### CONSENT AGENDA

- A. Minutes – Regular meeting of December 5, 2016.
- B. Central Admin – Request approval of a contract with Inter Technologies for replacement of the audio/visual system in the Commons Meeting Room.
- C. Stanly Community College Cosmetology Facility & Equipment Leases – Request approval of attached lease agreements.
- D. Finance - Request approval of the Monthly Financial Report for Five Months Ended November 30, 2016.
- E. Sheriff's Office – Request approval of budget amendment # 2017-26.
- F. EMS – Request approval of budget amendment # 2017-27.

Request approval of the above items.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Dept. \_\_\_\_\_

Attachments: Yes \_\_\_\_\_ No   x  

### Review Process

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

### Certification of Action

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\_\_\_\_\_  
 Tyler Brummitt, Clerk to the Board      Date

**STANLY COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
DECEMBER 5, 2016**

**COMMISSIONERS PRESENT:**

Bill Lawhon, Chairman  
Joseph Burleson, Vice Chairman  
Scott Efird  
Janet K. Lowder  
Gene McIntyre  
Ashley Morgan  
Matthew Swain

**COMMISSIONERS ABSENT:**

None

**STAFF PRESENT:**

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

**REORGANIZATIONAL MEETING**

**CALL TO ORDER**

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, December 5, 2016 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. The County Manager, acting as temporary chairman, called the meeting to order for the purpose of reorganization of the Board pursuant to NCGS 153A-39.

**SWEARING IN CEREMONY & OATHS OF OFFICE FOR NEWLY ELECTED COUNTY COMMISSIONERS**

Mr. Ashley Morgan and Mr. Matthew Swain participated in a swearing in ceremony where each took their oaths of office. Commissioner Morgan's oath was given by Representative Justin Burr and Commissioner Swain's by Clerk of Superior Court Michael Huneycutt.

**ELECTION OF CHAIRMAN**

The County Manager opened the floor for nominations for chairman for 2017 in accordance with NCGS 153A-39. Commissioner Efird nominated Commissioner Lawhon. Commissioner Lowder moved to close the nominations and was seconded by Commissioner Efird. The motion



carried by a 6-1 vote with Commissioner McIntyre voting against. The County Manager congratulated Chairman Lawhon and turned the proceedings over to him.

**ELECTION OF VICE CHAIRMAN**

Chairman Lawhon opened the floor for nominations for Vice Chairman pursuant to NCGS 153A-39. Commissioner McIntyre nominated Commissioner Burleson for Vice Chairman. Commissioner McIntyre then moved to close the nominations and declared Commissioner Burleson Vice Chairman by acclamation.

**APPROVAL OF BONDS**

Chairman Lawhon called for a motion to approve the following public official bonds:

Bond Type	Amount	Expiration Date
Tax Administrator (Clinton Swaringen)	\$100,000	October 28, 2017
Finance Officer (Toby Hinson)	\$150,000	June 30, 2017
Register of Deeds (Suzanne Lowder)	\$ 50,000	December 1, 2017
Sheriff (George Burriss)	\$ 5,000	December 1, 2017

By motion, Vice Chairman Burleson moved to approve the public bonds as presented and was seconded by Commissioner Efird. Motion carried with a 7 – 0 vote.

**BOARD & COMMITTEE ASSIGNMENTS FOR 2017**

Commissioner Lowder presented the following slate of nominees:

Chairman, Economic Development Commission	Jann Lowder
Alternate, Economic Development Commission	Bill Lawhon
Member, Board of Health	Jann Lowder
Member, Social Services Board	Gene McIntyre
Member, Library Board of Trustees	Ashley Morgan
Member, Airport Authority	Ashley Morgan
Alternate, Airport Authority	Scott Efird
Chairman, Fire District Commission	Matthew Swain

Member, Senior Services Board	Gene McIntyre
Member, Rural Transportation Planning Organization (RPO)	Matthew Swain
Alternate, Rural Transportation Planning Organization (RPO)	Joseph Burleson
Member, Stanly Water & Sewer Authority	Joseph Burleson
Alternate, Stanly Water & Sewer Authority	Scott Efird
Member, Centralina Council of Governments	Bill Lawhon
Alternate, Centralina Council of Governments	Ashley Morgan

Commissioner Lowder then moved to accept the assignments as read. Chairman Lawhon called for discussion. Commissioner McIntyre stated that although he will be voting against the assignments as presented, he looks forward to serving on the committees he will be appointed to. With no further discussion, Chairman Lawhon called for the vote. The motion passed by a 6 – 1 vote. (Commissioner McIntyre voted against.)

**CREATION OF A REGULATORY REFORM COMMITTEE**

Commissioner Morgan moved to create a regulatory reform committee to consider ways to better utilize the county’s resources with Vice Chairman Burleson, Commissioner Swain and himself agreeing to serve on it. Commissioner McIntyre seconded the motion.

Commissioner Lowder requested Commissioner Morgan consider tabling this item until the Board’s planning retreat in February to allow for more in depth discussion at that time. Vice Chairman Burleson responded that waiting to begin the process does no one any good and that the Board should move forward with forming the committee. Commissioner Lowder responded stating that the retreat in February will address the request in a timely manner and provide an opportunity for other Board members to address any concerns they may have. She added that she is not against forming the committee, but feels the retreat would be a more appropriate time to discuss it. Vice Chairman Burleson noted that the committee would have no authority to take action, but would bring recommendations back to the full Board for discussion. With three (3) Board members serving on the committee, Commissioner Lowder stated that the public may have an interest in being represented as well. In response, Commissioner Morgan added that once established he hopes to have 2 contractors (one residential and one commercial) participate on the committee as well.

At the Chairman's request, Commissioner Morgan restated the motion to request approval to create a regulatory reform committee with Vice Chairman Burleson, Commissioner Swain and himself serving on it. For clarification, Commissioner Lowder asked if the committee will be a utility regulatory reform committee to which Commissioner Morgan replied yes.

With a motion and a second, Chairman Lawhon called for the vote. The motion carried by a 4 – 3 vote.

Ayes: Vice Chairman Burleson, Commissioner McIntyre, Commissioner Morgan, Commissioner Swain

Nos: Chairman Lawhon, Commissioner Efid, Commissioner Lowder

### **APPROVAL OF THE 2017 REGULAR MEETING SCHEDULE**

Chairman Lawhon presented the following meeting dates for approval based on the first and third Mondays of each month with the exception of June, July, August, September and December when only one meeting is held. Meetings will be held in the Commons Meeting Room, Stanly Commons at 7:00 p.m.

Tuesday, January 3<sup>rd</sup> and Tuesday, January 17<sup>th</sup> \*  
Monday, February 6<sup>th</sup> and Monday, February 20<sup>th</sup>  
Monday, March 6<sup>th</sup> and Monday, March 20<sup>th</sup>  
Monday, April 3<sup>rd</sup> and Monday, April 17<sup>th</sup>  
Monday, May 15<sup>th</sup> (May 1<sup>st</sup> meeting was cancelled)  
Monday, June 5<sup>th</sup>  
Monday, July 10<sup>th</sup>  
Monday, August 7<sup>th</sup>  
Tuesday, September 5<sup>th</sup>\*\*  
Monday, October 2<sup>nd</sup> and Monday, October 16<sup>th</sup>  
Monday, November 6<sup>th</sup> and Monday, November 20<sup>th</sup>  
Monday, December 4<sup>th</sup>

Commissioner McIntyre requested the schedule be amended to include only one meeting in May and recommended the May 15<sup>th</sup> meeting be cancelled. Vice Chairman Burleson requested Commissioner McIntyre amend the motion to cancel the May 1<sup>st</sup> meeting instead since staff will be in the process of preparing the proposed budget with plans to present it to the Board at the second meeting in May. Commissioner McIntyre agreed to amend the motion as requested.

By motion, Commissioner McIntyre then moved to approve the amended schedule to include one meeting in May on the 15<sup>th</sup>. The motion was seconded by Vice Chairman Burleson and passed by unanimous vote.



## **ANNOUNCEMENT**

Chairman Lawhon announced that during any regular meeting of the Board, the County Commissioners in order to act in their capacity as Board of Governors for the Greater Badin Water & Sewer District, or for the Piney Point Water District may, in their discretion, recess a Commissioners' regular meeting and reconvene as the Board of Governors of either of the above two entities in order to conduct business matters related to that entity. The Chairman then stated that this concluded matters related to the reorganization.

## **INVOCATION & PLEDGE OF ALLEGIANCE**

The invocation and pledge of allegiance was led by Commissioner Lowder.

## **APPROVAL / ADJUSTMENTS TO THE AGENDA**

Vice Chairman Burluson moved to amend the agenda to add the following: two budget amendments for the Sheriff's Office # 2017- 24 and # 2017-25 as consent items # 6(E) and # 6(F) and a closed session for economic development in accordance with G. S. 143-318.11(a)(4). The motion was seconded by Commissioner Lowder and passed by unanimous vote.

## **SCHEDULED AGENDA ITEMS**

### **ITEM # 1 – WREATHS ACROSS AMERICA**

**Presenter: John Welsh**

Mr. Welsh gave a brief presentation on the "Wreaths Across America" annual tribute in honor of United States veterans and extended an invitation to the Board for the upcoming ceremony at Liberty Gardens on December 17<sup>th</sup>.

No Board action was required.

### **ITEM # 2 – ANNUAL AUDIT PRESENTATION FOR YEAR ENDED JUNE 30, 2016**

**Presenter: Ko-Tang Cha Moses, Audit Manager for Martin Starnes & Associates**

Ms. Cha-Moses provided an overview of the 2016 Comprehensive Annual Financial Report stating that Martin Starnes & Associates had issued an unmodified opinion stating there were no significant findings, questioned costs, material weaknesses or deficiencies noted. The final audit was submitted to the Local Government Commission earlier that day with a response expected over the next few weeks.

After a brief period of questions, Commissioner Efirm moved to accept the audit as presented and was seconded by Vice Chairman Burluson. The motion passed by a 7 – 0 vote.

### **ITEM # 3 – ALBEMARLE TO NC HWY 200 WATER TRANSMISSION MAIN PROJECT RESOLUTION**

**Presenter: Andy Lucas, County Manager**

The County Manager noted that a previous Board had approved a resolution seeking federal legislative support for the above project in December 2014. However, given there is now a new Board in place, it was recommended the Board consider reaffirming their support of the project via resolution. It was noted that the US Army Corps of Engineers is the lead agency for the project with federal funding expected to cover 75% of the anticipated \$9 million project cost. The County previously committed the required 25% match (or \$2 million) which will also be reaffirmed with the new resolution.

Vice Chairman Burlison moved to adopt the resolution and was seconded by Commissioner McIntyre. The motion carried by unanimous vote.

**See Exhibit A  
RESOLUTION**

**Albemarle to NC Hwy 200 Water Transmission Main Project**

**ITEM # 4 – SELECTION OF A VOTING DELEGATE FOR THE 2017 LEGISLATIVE GOALS CONFERENCE**

**Presenter: Andy Lucas, County Manager**

It was requested the Board designate a voting delegate for the conference to be held on January 12 – 13, 2017 at the Raleigh Marriott Crabtree Valley in Wake County.

Vice Chairman Burlison noted his willingness to serve. Commissioner Efirm then moved to appoint Vice Chairman Burlison as the delegate for Stanly County and was seconded by Commissioner McIntyre. The motion passed with a 7 – 0 vote.

**ITEM # 5 – MANDATORY CODE OF ETHICS**

**Presenter: Andy Lucas, County Manager**

Per NCGS 160A-86, the County must reaffirm its code of ethics by December 31<sup>st</sup> of each year. The code was included in the Board's agenda packets for their review and consideration.

By motion, Vice Chairman Burlison moved to reaffirm the code of ethics as requested. The motion was seconded by Commissioner McIntyre and carried by unanimous vote.

**See Exhibit B  
Code of Ethics**

**Stanly County Board of Commissioners**

**ITEM # 6 – CONSENT AGENDA**

**Presenter: Chairman Lawhon**

- A. Minutes – Regular meeting of November 21, 2016.
- B. Finance – Request approval of the attached vehicle tax refund report.
- C. Utilities – Request approval of budget amendment # 2017-22.
- D. Health Dept. – Request approval of budget amendment # 2017-23.

- E. Sheriff's Office – Request approval of budget amendment # 2017-24.
- F. Sheriff's Office – Request approval of budget amendment # 2017-25.

Vice Chairman Burleson moved to approve the consent agenda as amended and was seconded by Commissioner Lowder. Motion passed unanimously.

#### **PUBLIC COMMENT**

Richard Huneycutt updated the Board on the repairs made to five of his rental properties in order to try and bring them into compliance with the County's minimum housing code. With the 90 days he was given to complete the repairs ending December 3rd, he requested the Board grant him additional time to have the electrical repairs completed by an electrician. Chairman Lawhon reminded Mr. Huneycutt that during public comment the Board is not required to respond to questions and directed him to contact the Planning Department with the request.

Phil Burr noted a recent segment on 60 Minutes related to economic development and encouraged the Board to consider a different approach to economic development versus what has been done in the past.

#### **BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS**

Commissioner Morgan stated that he looks forward to working with the Board members in the future.

Commissioner Swain thanked the citizens for the opportunity to serve as a county commissioner and looks forward to working with the Board as well.

Chairman Efird congratulated Commissioners Morgan and Swain on their recent election and Commissioners Lawhon and Burleson for being elected as chairman and vice chairman for 2017. He also wished every a Merry Christmas.

Commissioner Lowder wished everyone a Merry Christmas and safe travels during the holiday.

Commissioner McIntyre wished everyone a Merry Christmas.

Vice Chairman Burleson congratulated Commissioner Lawhon on his election as chairman and Commissioners Morgan and Swain as county commissioners. He also congratulated Melvin Poole, Ryan McIntyre and Glenda Gibson on their election to the school board and wished everyone a Merry Christmas.

Chairman Lawhon congratulated Commissioner Burleson on his election as vice chairman and reiterated previous comments congratulating Commissioners Morgan and Swain. He also stressed the importance of each Board member attending the meetings of the boards and committees they are assigned to.

**CLOSED SESSION**

Vice Chairman Burleson moved to recess the meeting into closed session to discuss economic development in accordance with G. S. 143-318.11(a)(4). The motion was seconded by Commissioner Efirm and carried by unanimous vote at 8:02 p.m.

**ADJOURN**

With no further discussion, Vice Chairman Burleson moved to adjourn the meeting, seconded by Commissioner McIntyre. The motion passed by a 7 – 0 vote at 8:18 p.m.

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Bill Lawhon, Chairman

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Tyler Brummitt, Clerk





# Stanly County Board of Commissioners

Meeting Date January 3, 2017

Presenter: Andy Lucas, County Manager

<p><b>5B</b></p>	<p>Consent Agenda   Regular Agenda</p>
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**ITEM TO BE CONSIDERED**

**Audio/Visual System Replacement – Contract Approval (Consent Agenda)**

**Subject**

Staff received three (3) responses to the formal Request for Proposals (RFP) for the replacement of the audio/visual equipment in the Commissioners Meeting Room. All three (3) firms have a business presence in North Carolina.

The bids ranged from \$106,000 to \$166,000. The lowest bid vendor's quote was based on some equipment that did not match the RFP specifications. The high bid vendor exceeded the \$150,000 project budget. As such, staff is recommending the approval of a contract with the vendor (Inter Technologies) who met all of the RFP specifications and submitted a bid amount of \$125,000. This vendor is based in Franklinton, NC.

**Requested Action**

Review and consider approval of a contract with the recommended vendor (Inter Technologies).

Signature: Andy Lucas

Dept Central Administration

Date: 12/8/16

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



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter:

50

Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: \_\_\_\_\_

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

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

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

## ITEM TO BE CONSIDERED

### Stanly Community College – Cosmetology Facility & Equipment Leases

Subject

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

Requested Action

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

Signature:

*Jennifer R. Foss*

Dept.

Date: 12-12-16

Attachments:            Yes        X            No        \_\_\_\_\_

#### Review Process

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

#### Certification of Action

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

\_\_\_\_\_  
 Tyler Brummitt, Clerk to the Board            Date

NORTH CAROLINA  
STANLY COUNTY

**MEMORANDUM OF UNDERSTANDING**  
**between**

**STANLY COMMUNITY COLLEGE,**  
**an educational institution operating under the**  
**provisions of Chapter 115D of**  
**the North Carolina**  
**General Statutes,**

**and**

**COUNTY OF STANLY,**  
**a body politic and corporate**

This Memorandum of Understanding ("MOU") is made and is effective as of ~~July~~ <sup>August</sup> 4<sup>th</sup>, 2015, by and between STANLY COMMUNITY COLLEGE ("SCC") and the COUNTY OF STANLY ("County") (collectively "the Parties").

SCC is regionally accredited by the Southern Association of Colleges and Schools Commission on Colleges and operates under North Carolina Administrative Codes established for North Carolina Community Colleges. SCC operates as an institution of higher education and locates its primary office at 141 College Drive, Albemarle, NC. County is a political subdivision of the State of North Carolina which locates its primary office at 1000 North 1<sup>st</sup> Street - Suite 10, Albemarle, NC.

Purpose

The purpose of this MOU is to memorialize and outline a collaborative agreement between the Parties for the construction of a cosmetology facility (hereinafter referred to as "Facility") at SCC. The facility will be constructed and financed pursuant to North Carolina Session Law 2014-82/Senate Bill 201, "AN ACT TO AUTHORIZE STANLY COMMUNITY COLLEGE TO ENTER INTO AGREEMENTS WITH STANLY COUNTY TO JOINTLY ERECT BUILDINGS ON PROPERTY OWNED BY STANLY COMMUNITY COLLEGE" (hereinafter referred to as "S.L. 2014-82").

Background

SCC offers a curriculum for an associate's degree in Cosmetology, as well as a Cosmetology Certificate and other related courses of study. To provide its Cosmetology students with the best learning environment, SCC seeks to construct a new facility to house its Cosmetology programs. SCC has identified a portion of its main campus (consisting of 1.044 acres, more or less, and identified as "1" on a plat entitled "Final Plat for Stanly Community College", prepared by Green Mountain Engineering, PLLC, and recorded on June 11, 2015 in Plat Book 24, Page 156, Stanly County Registry, a copy of said plat being attached hereto as Exhibit A) which would be suitable for construction of a new Cosmetology facility. In order to finance the construction of the Facility, SCC seeks to partner with the County pursuant to the

provisions of S.L. 2014-82. The County is ready, willing and able to obtain financing for the construction.

Agreement

The Parties embrace the shared goal of providing the most effective learning environment for all SCC students, and the Parties agree that a new Cosmetology facility is in the best interest of SCC and its students as well as the County and its residents.

The Parties agree as follows:

1. The parcel of land identified as "1" (hereinafter referred to as "Property") on Exhibit A appears to be suitable for construction of a Cosmetology facility at SCC.
2. SCC will transfer Property to County via a General Warranty Deed prepared by SCC attorney.
3. County shall enter into a design-build contract with a contractor for the design and construction of the Facility pursuant to North Carolina General Statute § 143-128.1A.
4. County shall collaborate with SCC regarding the finalization and approval of the design of the Facility.
5. County shall obtain the financing necessary for the design and construction of the Facility and associated Equipment (as set forth on Exhibit B) in an amount to be determined (hereinafter referred to as "Loan" or "Loans"). Said financed amount is expected to be \$2.232 million or less (\$1.982 million for the Facility and \$250,000 for the Equipment).
6. Upon completion of construction of the Facility, County agrees to lease the Property, Facility, and Equipment to SCC, and SCC agrees to so lease from the County, for a term to be determined in formal Lease Agreements. Said lease terms shall be equivalent to the terms of the Loans for the Facility and Equipment and are anticipated to be not more than twenty-five (25) years and ten (10) years, respectively.
7. SCC agrees that County shall subtract the annual lease payments, which shall be equivalent to the County's annual Loan payments for the Facility and Equipment, as well as any and all costs and expenses associated with said Loans, including but not limited to debt service and insurance costs, from SCC's annual current expense budget allocation from County unless the Stanly County Board of Commissioners and the Stanly Community College Board of Trustees agree otherwise in writing.
8. Upon the expiration of the lease terms and payments in full by SCC to County of the Loan amounts for the Facility and Equipment as well as any and all costs and expenses of said Loans, including but not limited to debt service and insurance costs, County shall transfer title to the Property, the constructed Facility, and the Equipment to SCC.
9. SCC agrees to comply with any and all inspection, care and use, utilities, insurance, risk of loss, damage, and removal requirements and any other terms and conditions of the "Installment Financing Contracts" for the Equipment and the Facility attached hereto as Exhibit C and Exhibit D respectively.



Term of Agreement

This MOU will be effective from the date of signature of all parties, shall renew annually, and shall continue in effect until such time as the Property, Facility, and Equipment have been re-conveyed to SCC.

Severability

If any clause, provision, or paragraph of this MOU is held to be invalid by any court, the invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this MOU shall be construed and enforced as if such invalid clause, provision or paragraph had not been contained herein.

Counterparts

This MOU may be executed in several counterparts all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

Revisions

Any revisions to this MOU may be made upon the approval of both parties hereto and shall become effective upon the date of a signed agreement memorializing such revisions.

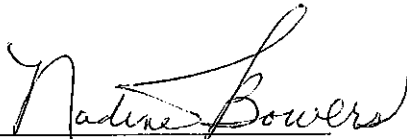
Statements of Authority / Representations

The Parties enter into this MOU based upon the authority granted to them to do so pursuant to S.L. 2014-82.

This MOU does not and shall not be considered to create a partnership or joint venture between SCC and County. Neither party shall have the power to bind or obligate the other except as expressly provided herein.

This MOU shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

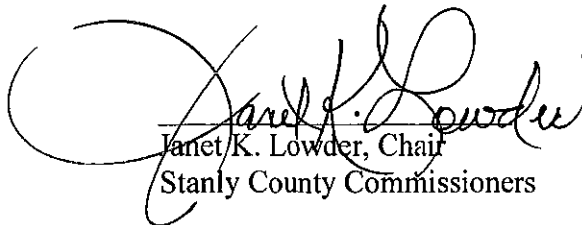
This MOU shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors in interest.



Nadine Bowers, Chair  
SCC Board of Trustees

8/4/15

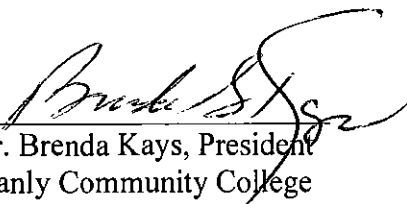
Date



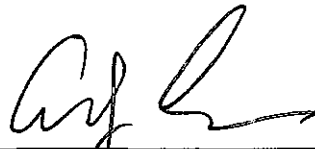
Janet K. Lowder, Chair  
Stanly County Commissioners

7/6/15

Date



Dr. Brenda Kays, President  
Stanly Community College



Andy Lucas, County Manager  
Stanly County

NORTH CAROLINA  
STANLY COUNTY

**LEASE AGREEMENT**

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

**WITNESSETH:**

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

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

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

**WHEREAS**, the construction of the Facility is now complete;

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

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

**1. Equipment**

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

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

#### **5.4. Encumbrances**

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

#### **6. Repairs and Maintenance**

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

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

#### **7. Risk of Loss, Damage, and Destruction**

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

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

### ***10.2. Indemnification of Lessor***

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

### ***10.3. Survival of Indemnification Provisions***

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

## **11. Insurance**

### ***11.1. Lessee's Obligation to Provide Insurance***

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

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

### ***11.2. Lessee's Obligation to Provide Certificates***

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

## **12. Assignment and Subletting**

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

## **13. Lessor's Right of Access**

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



upon the Equipment (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property, and (ii) shall be surrendered to Lessor upon the earlier termination of the Term.

## **17. Miscellaneous**

### ***17.1. Waiver of Breach***

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

### ***17.2. Warranties***

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

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

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

### ***17.3. Written Lease***

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

***17.9. Time Is of Essence Clause***

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

***17.10. Governing Law***

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

***17.11. Notices***

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

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

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

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

***17.12. Duplicate Originals Recordation of Lease***

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

NORTH CAROLINA  
STANLY COUNTY

**LEASE AGREEMENT**

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

**WITNESSETH:**

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

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

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

**WHEREAS**, the construction of the Facility is now complete;

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

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

**1. Premises/Legal Description**

For good and valuable consideration and the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain cosmetology building located at 136 College Drive, Albemarle, North Carolina 28001 on the Lessee's main campus on 1.044 acres, more or less, and identified as "1" on a plat entitled "Final Plat for Stanly Community College", prepared by

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

## **2. Term**

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

## **3. Consideration**

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

## **4. Use of Premises**

### ***4.1. Use Provision***

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

### ***4.2. "As Is" Acceptance of Premises***

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

### ***4.3. Covenant of Quiet Enjoyment***

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

## **5. Compliance with Americans with Disabilities Act**

### ***5.1. ADA Compliance***

The Premises and their use authorized under this Lease comply fully with (and no notices of violation have been received in connection with) environmental, air quality, zoning, flood plain,



planning, subdivision, building, health, labor, discrimination, fire, traffic, safety, wetlands and other governmental or regulatory rules, regulations, laws, ordinances, statutes, codes and requirements applicable to the building or facility in which the Premises are located (collectively, hereinafter referred to as "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Lessor has received such final certificates as may be required or customary evidencing compliance with all building codes and permits, and approval of full occupancy of the Premises and of all installations therein. As of July 20, 2016 going forward, Lessee is solely responsible for the Premises being continuously in compliance with all applicable Building Laws (as the same may be amended from time to time).

### ***5.2. Indemnification of Lessor***

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

### **6. Repairs and Maintenance**

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

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

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

## **7. Utilities**

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

## **8. Limitations on Lessee's Ability to Alter Property**

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

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

## **9. Hold Harmless; Indemnification**

### ***9.1. Hold Harmless***

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

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

## ***9.2. Indemnification of Lessor***

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

## ***9.3. Survival of Indemnification Provisions***

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

# **10. Insurance**

## ***10.1. Lessee's Obligation to Provide Insurance***

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

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

## ***10.2. Lessee's Fire Insurance***

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

## ***10.3 Lessee's Obligation to Provide Certificates***

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

## ***10.4 Lessor's Obligation to Provide Insurance***

Lessor shall, at its cost and expense, obtain and maintain at all times during the Term, Property coverage on the Premises for not less than \$1,982,000.00.

### **11. Assignment and Subletting**

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

### **12. Lessor's Right of Access**

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

### **13. Default by Lessee**

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

### **14. Subordination Clause**

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



## **15. Surrender of Possession**

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

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

## **16. Miscellaneous**

### ***16.1. Waiver of Breach***

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

### ***16.2. Liability***

Applicable North Carolina law shall govern all liabilities.

### ***16.3. Warranty of Habitability and Fitness for Particular Purpose***

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

### ***16.4. Written Lease***

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

### ***16.5. Provisions that are Unlawful or Against Public Policy***

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

### ***16.6. Conditions That Prevent Performance***

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

### ***16.7. Signatures of Both Parties Required***

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

### ***16.8. Cooperating with Lessor's Financing Arrangements***

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

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

### ***16.9. Both Parties Must Consent to Assignment***

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

***16.10. Time Is of Essence Clause***

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

***16.11. Governing Law***

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

***16.12. Notices***

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

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

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

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

***16.13. Duplicate Originals Recordation of Lease***

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

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

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

LESSOR:  
COUNTY OF STANLY

By: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE:  
STANLY COMMUNITY COLLEGE

By: Nadine Bowers  
Date: 12-8-2016

***STANLY COUNTY  
NORTH CAROLINA  
MONTHLY  
FINANCIAL REPORT  
For Five Months Ended  
November 30, 2016***



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

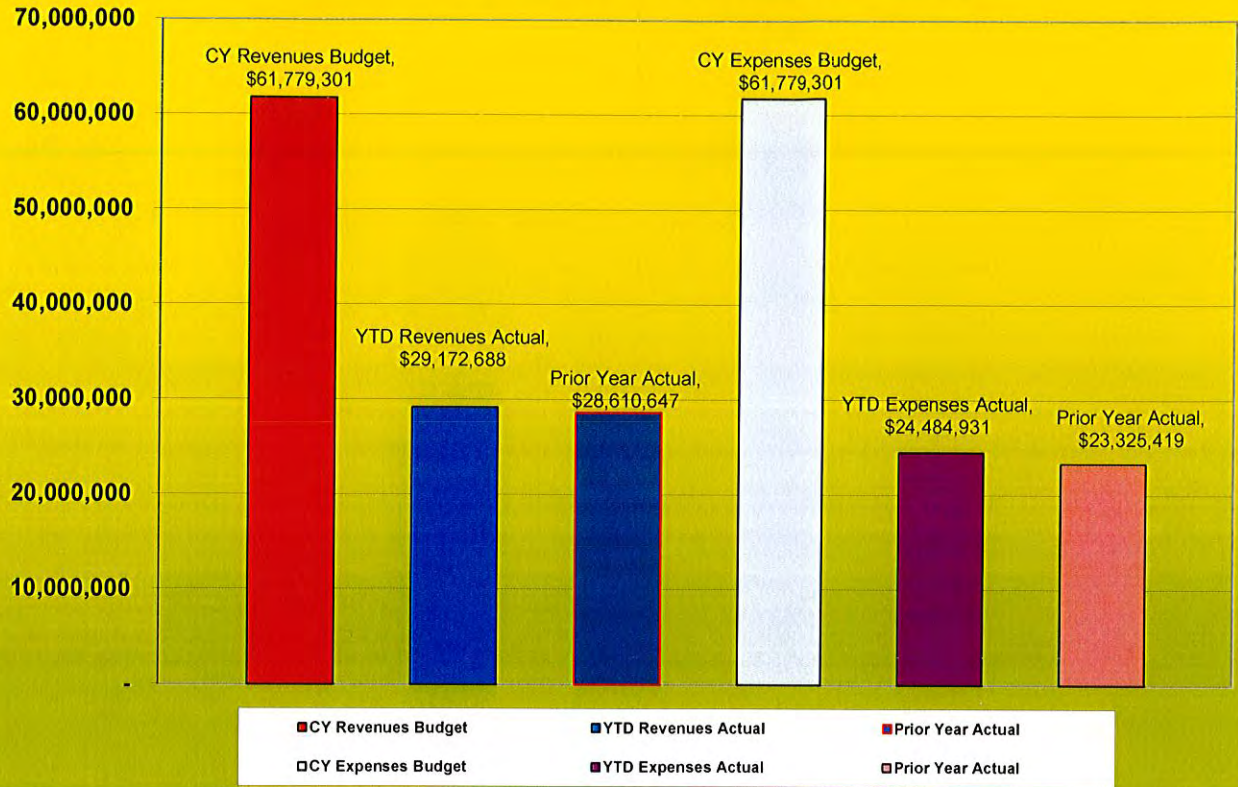


**STANLY COUNTY, NORTH CAROLINA  
FISCAL YEAR 2016-2017**

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General Fund:	
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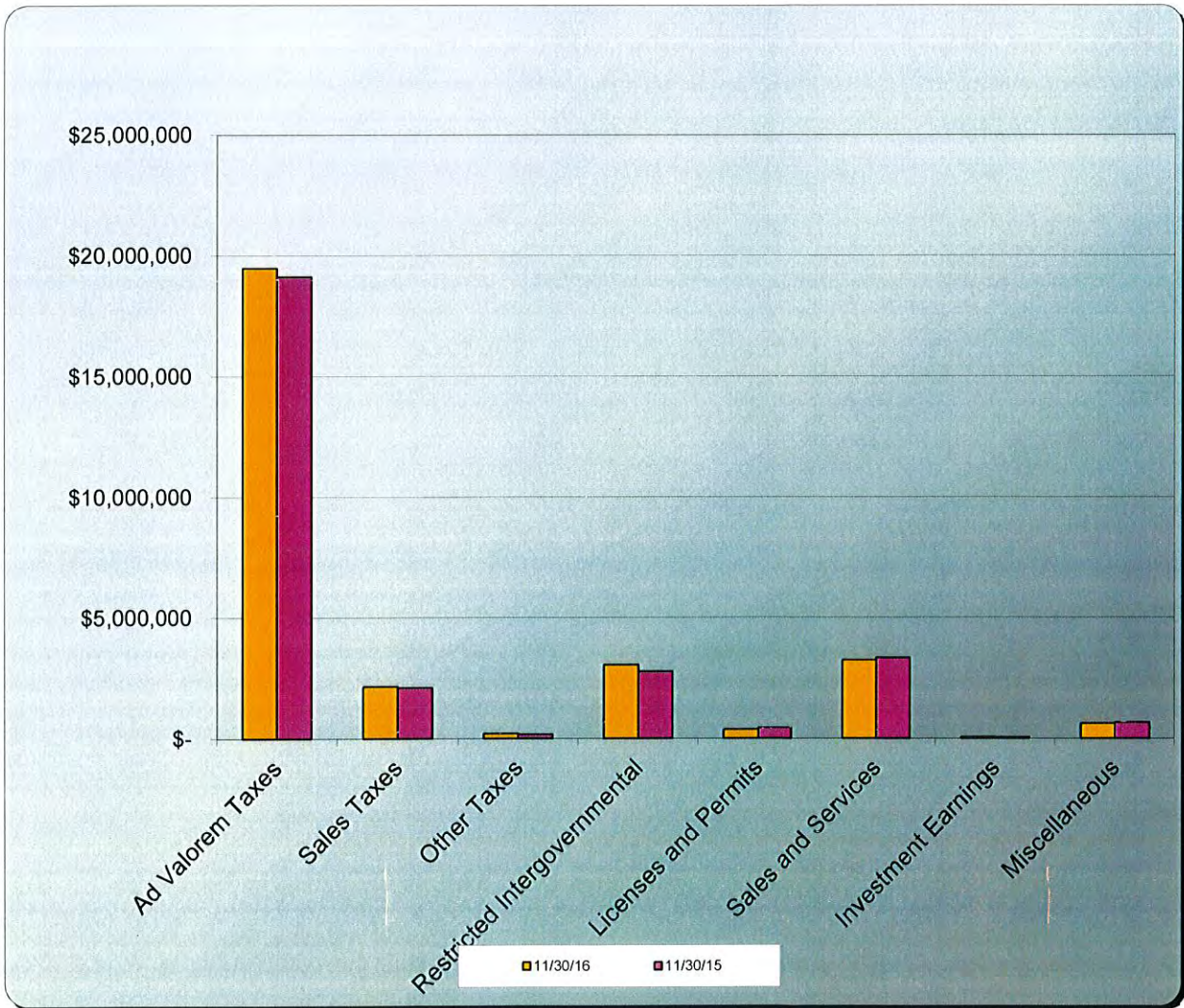
## General Fund Revenues and Expenses Actual vs Budget Fiscal Year 2017



**Stanly County**  
**General Fund Revenues by Source**  
**For the Five Months Ended November 30, 2016**  
**with Comparative November 30, 2015**

REVENUES:

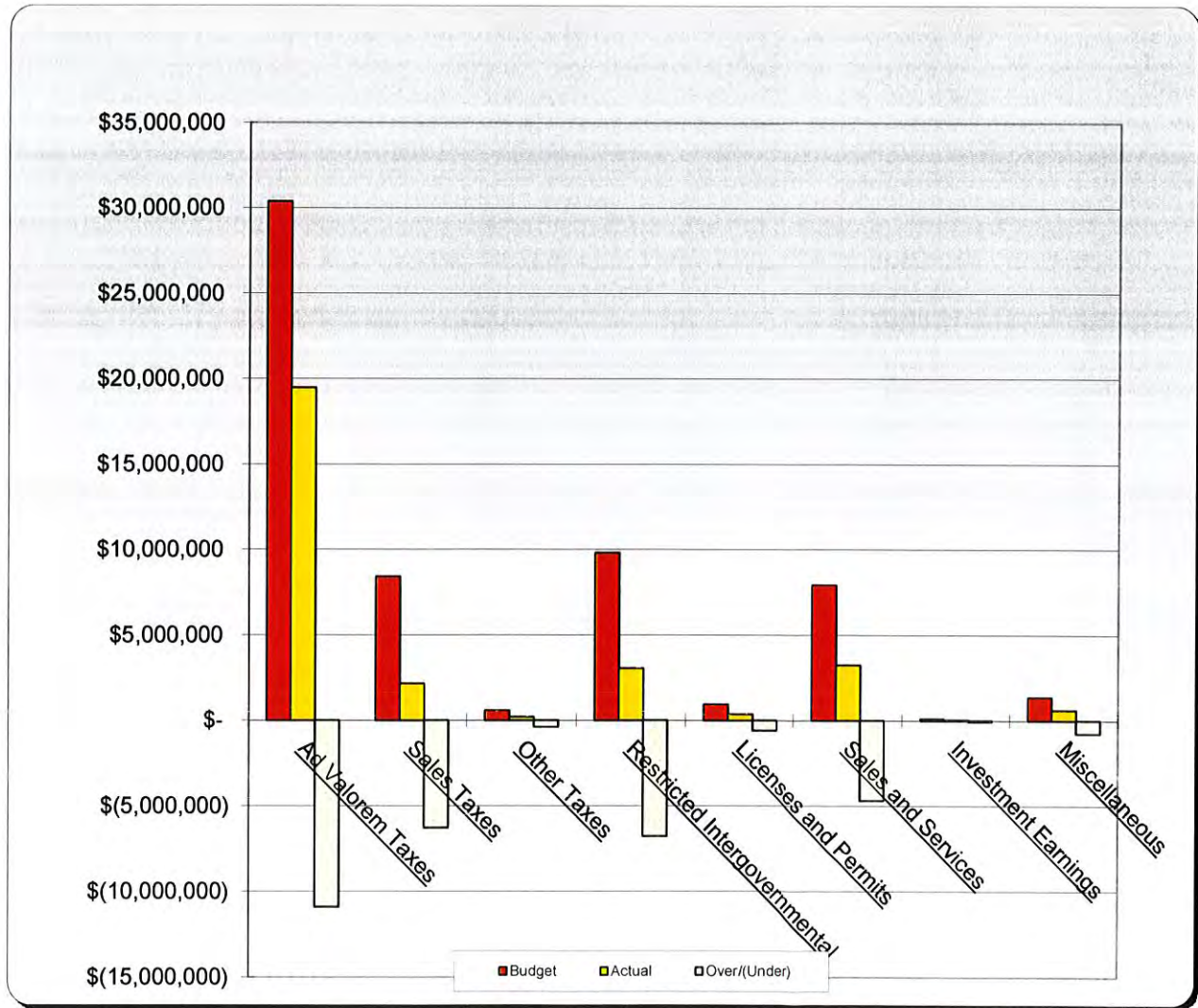
	<u>11/30/16</u>	<u>11/30/15</u>	<u>Variance</u>	<u>Percent</u>
Ad Valorem Taxes	\$ 19,482,203.89	\$ 19,121,148.06	\$ 361,055.83	101.89%
Sales Taxes	2,155,518.83	2,099,186.21	56,332.62	102.68%
Other Taxes	207,203.78	170,580.27	36,623.51	121.47%
Restricted Intergovernmental	3,046,950.93	2,760,923.18	286,027.75	110.36%
Licenses and Permits	362,979.44	440,390.67	(77,411.23)	82.42%
Sales and Services	3,243,749.75	3,334,819.26	(91,069.51)	97.27%
Investment Earnings	52,374.10	31,432.65	20,941.45	166.62%
Miscellaneous	<u>621,707.26</u>	<u>652,166.90</u>	<u>(30,459.64)</u>	<u>95.33%</u>
Totals	<u>\$ 29,172,687.98</u>	<u>\$ 28,610,647.20</u>	<u>\$ 562,040.78</u>	<u>101.96%</u>





**Stanly County**  
**General Fund Budget by Source Compared to Actual Revenues**  
**For the Five Months Ended November 30, 2016**

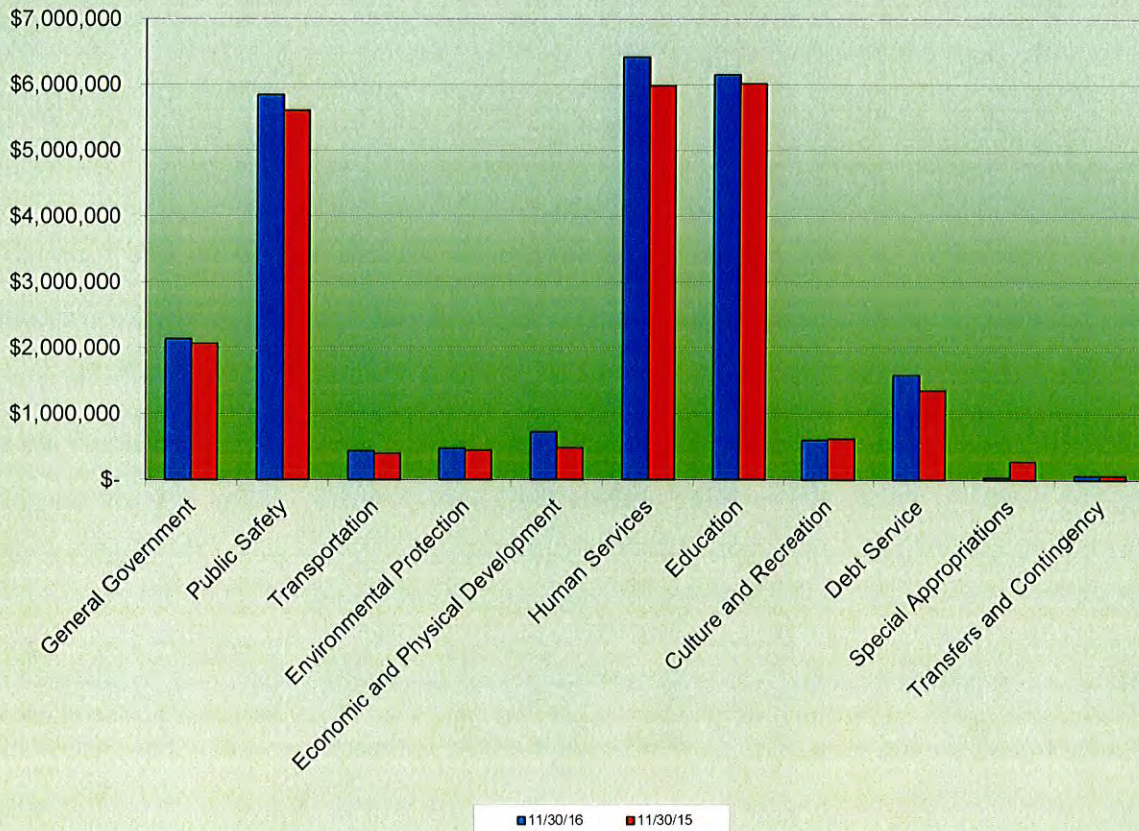
REVENUES:	Amended <u>Budget</u>	<u>Actual</u>	Actual <u>Over/(Under)</u>	Percent <u>Collected</u>
Ad Valorem Taxes	\$ 30,382,968.00	\$ 19,482,203.89	\$ (10,900,764.11)	64.12%
Sales Taxes	8,425,925.00	2,155,518.83	(6,270,406.17)	25.58%
Other Taxes	574,000.00	207,203.78	(366,796.22)	36.10%
Restricted Intergovernmental	9,807,763.00	3,046,950.93	(6,760,812.07)	31.07%
Licenses and Permits	948,400.00	362,979.44	(585,420.56)	38.27%
Sales and Services	7,927,026.00	3,243,749.75	(4,683,276.25)	40.92%
Investment Earnings	95,000.00	52,374.10	(42,625.90)	55.13%
Miscellaneous	1,370,575.00	621,707.26	(748,867.74)	45.36%
Fund Balance Appropriated	<u>2,247,644.00</u>	<u>-</u>	<u>(2,247,644.00)</u>	<u>0.00%</u>
<b>Totals</b>	<b>\$ 61,779,301.00</b>	<b>\$ 29,172,687.98</b>	<b>\$ (32,606,613.02)</b>	<b>47.22%</b>



**Stanly County**  
**General Fund Expenses**  
**For the Five Months Ended November 30, 2016**  
**with Comparative November 30, 2015**

EXPENSES:

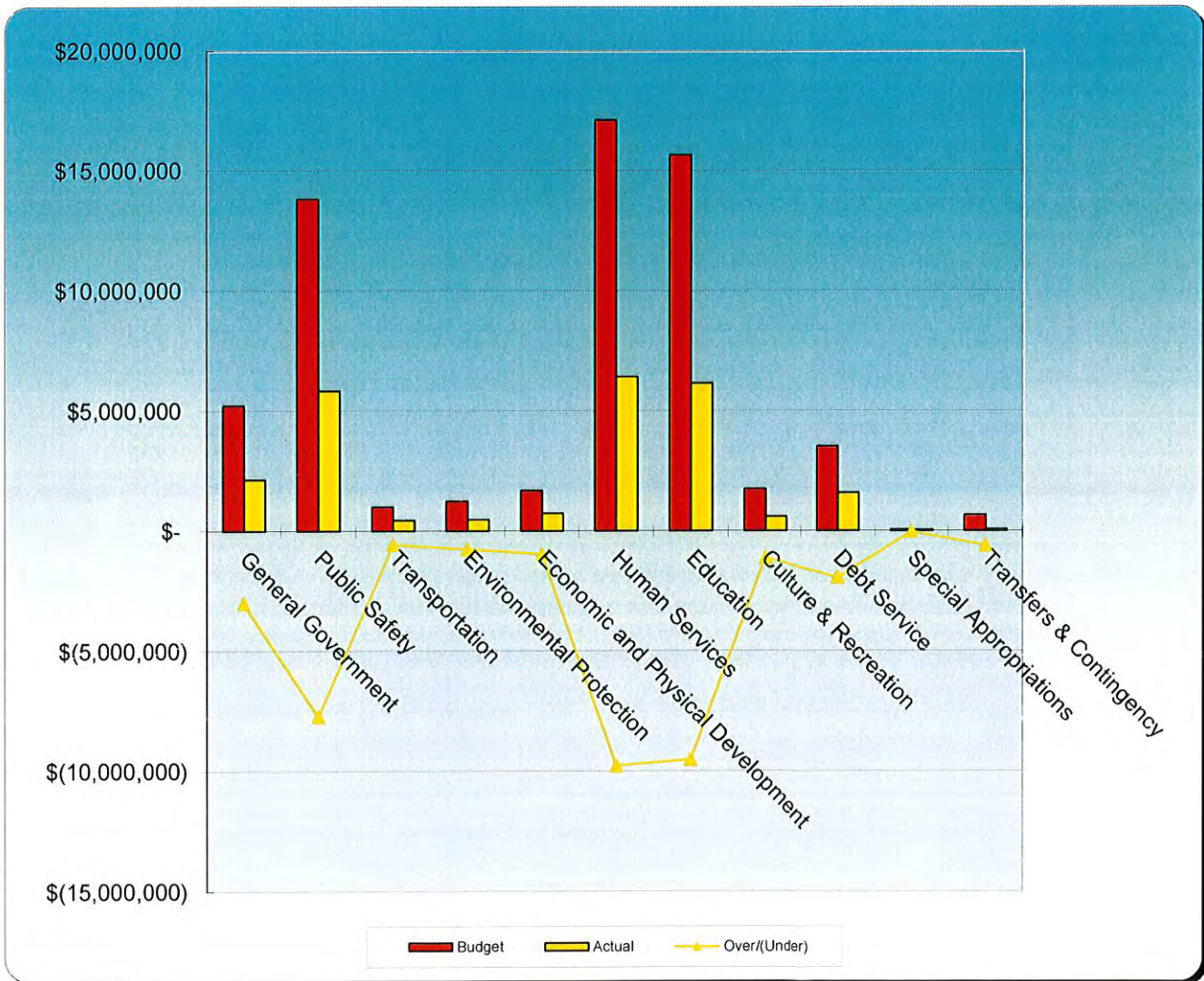
	<u>11/30/16</u>	<u>11/30/15</u>	<u>Variance</u>	<u>Percent</u>
General Government	\$ 2,137,308.79	\$ 2,066,161.59	\$ 71,147.20	103.44%
Public Safety	5,847,011.48	5,609,046.53	237,964.95	104.24%
Transportation	435,892.56	397,545.12	38,347.44	109.65%
Environmental Protection	472,366.18	446,870.10	25,496.08	105.71%
Economic and Physical Development	724,374.25	482,866.56	241,507.69	150.02%
Human Services	6,424,661.87	5,989,756.68	434,905.19	107.26%
Education	6,155,058.53	6,018,871.44	136,187.09	102.26%
Culture and Recreation	598,082.53	618,421.87	(20,339.34)	96.71%
Debt Service	1,587,837.76	1,353,749.62	234,088.14	117.29%
Special Appropriations	37,500.00	275,000.00	(237,500.00)	13.64%
Transfers and Contingency	64,836.75	67,129.25	(2,292.50)	96.58%
<b>Totals</b>	<b>\$ 24,484,930.70</b>	<b>\$ 23,325,418.76</b>	<b>\$ 1,159,511.94</b>	<b>104.97%</b>





**Stanly County**  
**General Fund Budget by Function Compared to Actual Expenses**  
**For the Five Months Ended November 30, 2016**

EXPENSES:	Amended Budget	Actual	Over/(Under)	Percent Expended
General Government	\$ 5,230,291.00	\$ 2,137,308.79	\$ (2,995,700.13)	42.72%
Public Safety	13,843,749.00	5,847,011.48	(7,718,103.27)	44.25%
Transportation	997,766.00	435,892.56	(560,753.44)	43.80%
Environmental Protection	1,241,962.00	472,366.18	(755,690.18)	39.15%
Economic and Physical Development	1,682,559.00	724,374.25	(955,546.05)	43.21%
Human Services	17,121,137.00	6,424,661.87	(9,772,450.75)	42.92%
Education	15,683,084.00	6,155,058.53	(9,528,025.47)	39.25%
Culture & Recreation	1,752,931.00	598,082.53	(1,109,629.91)	36.70%
Debt Service	3,516,475.00	1,587,837.76	(1,928,637.24)	45.15%
Special Appropriations	50,000.00	37,500.00	(12,500.00)	75.00%
Transfers & Contingency	659,347.00	64,836.75	(594,510.25)	9.83%
<b>Totals</b>	<b>\$ 61,779,301.00</b>	<b>\$ 24,484,930.70</b>	<b>\$ (35,931,546.69)</b>	<b>41.84%</b>



**Stanly County**  
**Comparative Monthly Financial Report**  
**For the Five Months Ended November 30, 2016**

		AMENDED	*Y-T-D	UNCOLLECTED	%	LAST
		BUDGET	TRANSACTIONS	REVENUE OR	COLLECTED	YEAR'S Y-T-D
				APPROPRIATIONS	OR EXPENDED	TRANSACTIONS
				REMAINING		
<b>GENERAL FUND 110</b>						
<b>REVENUES:</b>						
Depart 3100-	Ad Valorem Taxes	\$ 30,382,968.00	\$ 19,482,203.89	\$ 10,900,764.11	64.12%	\$ 19,121,148.06
Depart 3200-	Other Taxes	8,999,925.00	2,363,139.37	6,636,785.63	26.26%	2,269,766.48
Depart 3320-	State Shared Revenue	713,500.00	268,531.52	444,968.48	37.64%	311,353.62
Depart 3323-	Court	120,000.00	55,792.71	64,207.29	46.49%	52,273.71
Depart 3330-	Intergovt Chg for Services	168,000.00	118,263.45	49,736.55	70.39%	114,888.44
Depart 3340-	Building Permits	597,510.00	210,604.95	386,905.05	35.25%	298,474.65
Depart 3347-	Register of Deeds	295,650.00	121,837.71	174,012.29	41.14%	115,245.28
Depart 3414-	Tax And Revaluation	1,600.00	275.00	1,325.00	17.19%	639.25
Depart 3417-	Election Fees	500.00	54.00	446.00	10.80%	819.75
Depart 3431-	Sheriff	616,101.00	140,844.67	475,256.33	22.86%	460,909.93
Depart 3432-	Jail	197,126.00	143,830.10	53,295.90	72.96%	100,391.75
Depart 3433-	Emergency Services	43,074.00	33,698.01	9,375.99	78.23%	13,541.09
Depart 3434-	FIRE	6,500.00	3,450.00	3,050.00	N/A	2,450.00
Depart 3437-	EMS-Ambulance	2,415,000.00	890,395.55	1,524,604.45	36.87%	880,646.61
Depart 3439-	Emergency 911	1,000.00	108.38	891.62	N/A	-
Depart 3450-	Transportation	804,458.00	297,609.00	506,849.00	36.99%	269,703.80
Depart 3471-	Solid Waste	1,023,496.00	621,156.98	402,339.02	60.69%	612,241.18
Depart 3490-	Central Permitting	13,200.00	5,474.60	7,725.40	41.47%	7,596.99
Depart 3491-	Planning and Zoning	61,600.00	16,168.45	45,431.55	26.25%	23,504.89
Depart 3492-	Rocky River RPO	115,394.00	23,125.00	92,269.00	20.04%	47,201.98
Depart 3494-	EDC	-	-	-	N/A	-
Depart 3495-	Cooperative Extension	25,500.00	8,638.33	16,861.67	33.88%	9,097.50
Depart 3500-	Health Department	4,066,992.00	1,402,790.08	2,664,201.92	34.49%	1,338,398.81
Depart 3523-	Juvenile Justice	101,570.00	34,407.00	67,163.00	33.88%	44,074.00
Depart 3530-	Social Services	6,662,691.00	1,796,464.12	4,866,226.88	26.96%	1,665,150.29
Depart 3538-	Senior Services	259,996.00	202,031.12	57,964.88	77.71%	75,439.61
Depart 3586-	Aging Services	689,996.00	195,503.28	494,492.72	28.33%	178,727.04
Depart 3587-	Veteran Service	-	-	-	N/A	-
Depart 3611-	Stanly County Library	155,830.00	61,151.78	94,678.22	39.24%	58,331.44
Depart 3613-	Recreation Plan	-	-	-	N/A	-
Depart 3614-	Historical Preservation	-	-	-	N/A	-
Depart 3616-	Civic Center	60,000.00	28,797.50	31,202.50	48.00%	19,416.00
Depart 3831-	Investments	95,000.00	52,374.10	42,625.90	55.13%	31,432.65
Depart 3834-	Rent Income	224,267.00	92,808.65	131,458.35	41.38%	91,853.63
Depart 3835-	Sale of Surplus Property	20,000.00	1,620.00	18,380.00	8.10%	28,767.34
Depart 3838-	Loan Proceeds	197,772.00	197,772.00	-	100.00%	166,201.60
Depart 3839-	Miscellaneous	340,891.00	301,966.68	38,924.32	88.58%	144,281.00
Depart 3980-	Transfer From Other Funds	300,000.00	-	300,000.00	N/A	56,678.83
Depart 3991-	Fund Balance	2,002,194.00	-	2,002,194.00	N/A	-
<b>TOTAL REVENUES</b>		<b>61,779,301.00</b>	<b>29,172,687.98</b>	<b>32,606,613.02</b>	<b>47.22%</b>	<b>28,610,647.20</b>
<b>GENERAL FUND 110</b>						
<b>EXPENSES:</b>						
Depart 4110-	Governing Body	237,482.00	113,011.49	118,970.51	49.90%	113,662.28
Depart 4120-	Administration	414,504.00	176,239.03	238,264.97	42.52%	174,578.21
Depart 4130-	Finance	445,720.00	181,876.80	263,843.20	40.81%	195,189.00
Depart 4141-	Tax Assessor	804,240.00	324,633.20	478,946.80	40.45%	324,835.94
Depart 4143-	Tax Revaluation	397,173.00	151,055.09	246,117.91	38.03%	166,896.36
Depart 4155-	Attorney	165,254.00	67,351.49	97,902.51	40.76%	67,623.47
Depart 4160-	Clerk	15,075.00	370.91	13,662.11	9.37%	4,781.50
Depart 4163-	Judge's Office	5,900.00	918.13	4,981.87	15.56%	214.50
Depart 4164-	District Attorney	2,500.00	-	2,500.00	0.00%	-
Depart 4170-	Elections	369,974.00	196,373.97	152,877.04	58.68%	184,492.28
Depart 4180-	Register of Deeds	355,061.00	161,244.48	192,646.52	45.74%	103,388.85
Depart 4210-	Info Technology	743,735.00	363,417.87	379,364.12	48.99%	320,109.63
Depart 4260-	Facilities Management	1,273,673.00	400,816.33	805,622.57	36.75%	410,589.57
<b>Total General Government</b>		<b>5,230,291.00</b>	<b>2,137,308.79</b>	<b>2,995,700.13</b>	<b>42.72%</b>	<b>2,066,161.59</b>

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

**Stanly County**  
**Comparative Monthly Financial Report**  
**For the Five Months Ended November 30, 2016**

		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
Depart 4310-	Sheriff	7,003,298.00	3,013,886.51	3,807,678.61	45.83%	2,915,066.11
Depart 4321-	Juvenile Justice	202,670.00	69,849.85	132,820.15	34.46%	91,271.63
Depart 4325	Criminal Justice Partnership	-	-	-	N/A	-
Depart 4326	JCPC	-	-	-	N/A	-
Depart 4330-	Emergency Services	4,171,496.00	1,937,857.84	2,175,226.39	47.86%	1,627,965.73
Depart 4350-	Inspections	411,427.00	196,815.53	214,611.47	47.84%	136,780.22
Depart 4360-	Medical Examiner	25,000.00	6,650.00	18,350.00	26.60%	9,850.00
Depart 4380-	Animal Control	363,425.00	142,515.14	212,519.86	41.52%	137,235.28
Depart 4395-	911 Emergency	1,666,433.00	479,436.61	1,156,896.79	30.58%	690,877.56
	<b>Total Public Safety</b>	<b>13,843,749.00</b>	<b>5,847,011.48</b>	<b>7,718,103.27</b>	<b>44.25%</b>	<b>5,609,046.53</b>
Depart 4540-	<b>Total Transportation</b>	<b>997,766.00</b>	<b>435,892.56</b>	<b>560,753.44</b>	<b>43.80%</b>	<b>397,545.12</b>
Depart 4710-	Solid Waste	1,049,496.00	406,732.71	628,857.85	40.08%	394,872.81
Depart 4750-	Fire Forester	88,955.00	21,547.25	67,407.75	24.22%	21,148.71
Depart 4960-	Soil & Water Conservation	103,511.00	44,086.22	59,424.78	42.59%	30,848.58
	<b>Total Environmental Protection</b>	<b>1,241,962.00</b>	<b>472,366.18</b>	<b>755,690.18</b>	<b>39.15%</b>	<b>446,870.10</b>
Depart 4902-	Economic Development	644,652.00	364,610.48	277,402.82	56.97%	96,752.21
Depart 4905-	Occupancy Tax	208,000.00	58,239.66	149,760.34	28.00%	76,638.94
Depart 4910-	Planning and Zoning	257,207.00	103,623.52	153,583.48	40.29%	118,028.59
Depart 4911-	Central Permitting	227,628.00	99,533.32	128,094.68	43.73%	86,014.76
Depart 4912-	Rocky River RPO	115,394.00	48,763.09	66,630.91	42.26%	48,277.24
Depart 4950-	Cooperative Extension	229,678.00	49,604.18	180,073.82	21.60%	57,154.82
	<b>Total Economic Development</b>	<b>1,682,559.00</b>	<b>724,374.25</b>	<b>955,546.05</b>	<b>43.21%</b>	<b>482,866.56</b>
Depart 5100-	Health Department	5,596,846.00	2,141,892.85	2,801,265.58	49.95%	2,036,602.03
Depart 5210-	Piedmont Mental Health	205,160.00	83,220.71	121,939.29	40.56%	84,381.97
Depart 5300-	Dept of Social Services	9,680,459.00	3,505,361.81	6,131,340.51	36.66%	3,321,780.95
Depart 5380-	Aging Services	1,066,132.00	365,835.42	490,205.00	54.02%	382,565.88
Depart 5381-	Senior Center	504,414.00	299,112.55	189,132.90	62.50%	136,566.06
Depart 5820-	Veterans	68,126.00	29,238.53	38,567.47	43.39%	27,859.79
	<b>Total Human Services</b>	<b>17,121,137.00</b>	<b>6,424,661.87</b>	<b>9,772,450.75</b>	<b>42.92%</b>	<b>5,989,756.68</b>
Depart 5910-	Stanly BOE	14,144,781.00	5,431,181.13	8,713,599.87	38.40%	5,406,236.34
Depart 5920-	Stanly Community College	1,538,303.00	723,877.40	814,425.60	47.06%	612,635.10
	<b>Total Education</b>	<b>15,683,084.00</b>	<b>6,155,058.53</b>	<b>9,528,025.47</b>	<b>39.25%</b>	<b>6,018,871.44</b>
Depart 6110-	Stanly Library	1,293,135.00	504,076.84	752,150.47	41.84%	457,404.74
Depart 6160-	Agri Center	459,796.00	94,005.69	357,479.44	22.25%	161,017.13
	<b>Total Culture and Recreation</b>	<b>1,752,931.00</b>	<b>598,082.53</b>	<b>1,109,629.91</b>	<b>36.70%</b>	<b>618,421.87</b>
Depart 9000-	<b>Total Special Appropriations</b>	<b>50,000.00</b>	<b>37,500.00</b>	<b>12,500.00</b>	<b>75.00%</b>	<b>275,000.00</b>
Depart 9100-	<b>Total Debt Service</b>	<b>3,516,475.00</b>	<b>1,587,837.76</b>	<b>1,928,637.24</b>	<b>45.15%</b>	<b>1,353,749.62</b>
Depart 9800-	Transfers	439,347.00	64,836.75	374,510.25	14.76%	67,129.25
Depart 9910-	Contingency	220,000.00	-	220,000.00	0.00%	-
	<b>Total Transfers and Contingency</b>	<b>659,347.00</b>	<b>64,836.75</b>	<b>594,510.25</b>	<b>9.83%</b>	<b>67,129.25</b>
	<b>TOTAL EXPENSES</b>	<b>61,779,301.00</b>	<b>24,484,930.70</b>	<b>35,931,546.69</b>	<b>41.84%</b>	<b>23,325,418.76</b>
	<b>OVER (UNDER) REVENUES</b>	<b>\$ -</b>	<b>\$ 4,687,757.28</b>	<b>\$ (3,324,933.67)</b>	<b>N/A</b>	<b>\$ 5,285,228.44</b>

**Stanly County**  
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		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
<b>EMERGENCY TELEPHONE E-911 260</b>						
<b>REVENUES:</b>						
Depart 3439-	Surcharge	\$ 418,673.00	\$ 115,581.92	\$ 303,091.08	27.61%	\$ 189,027.68
Depart 3831-	Investment Earnings	-	4.43	(4.43)	N/A	4.73
Depart 3991-	Fund Balance	-	-	-	N/A	-
<b>TOTAL REVENUES</b>		<b>418,673.00</b>	<b>115,586.35</b>	<b>303,086.65</b>	<b>27.61%</b>	<b>189,032.41</b>
<b>EXPENSES:</b>						
Depart 4396-	E-911 Operations	418,673.00	195,006.29	187,234.11	55.28%	225,794.03
<b>TOTAL EXPENSES</b>		<b>418,673.00</b>	<b>195,006.29</b>	<b>187,234.11</b>	<b>55.28%</b>	<b>225,794.03</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ (79,419.94)</b>	<b>\$ 115,852.54</b>	<b>N/A</b>	<b>\$ (36,761.62)</b>
<b>FIRE DISTRICTS 295</b>						
<b>REVENUES:</b>						
Depart 3100-	Ad Valorem Taxes	\$ 2,547,486.00	\$ 1,581,454.69	\$ 966,031.31	62.08%	\$ 1,459,364.60
<b>TOTAL REVENUES</b>		<b>2,547,486.00</b>	<b>1,581,454.69</b>	<b>966,031.31</b>	<b>62.08%</b>	<b>1,459,364.60</b>
<b>EXPENSES:</b>						
Depart 4100-	Comm 1.5 % Admin	39,000.00	25,292.79	13,707.21	64.85%	22,244.27
Depart 4340-	Fire Service	2,508,486.00	1,469,991.58	1,038,494.42	58.60%	1,360,232.53
<b>TOTAL EXPENSES</b>		<b>2,547,486.00</b>	<b>1,495,284.37</b>	<b>1,052,201.63</b>	<b>58.70%</b>	<b>1,382,476.80</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ 86,170.32</b>	<b>\$ (86,170.32)</b>	<b>N/A</b>	<b>\$ 76,887.80</b>
<b>GREATER BADIN OPERATING 611</b>						
<b>REVENUES:</b>						
Depart 3710-	Operating Revenues	\$ 466,346.00	\$ 2,319,262.84	\$ (1,852,916.84)	497.33%	\$ 172,233.65
Depart 3991-	Fund Balance Appropriated	-	-	-	N/A	-
<b>TOTAL REVENUES</b>		<b>466,346.00</b>	<b>2,319,262.84</b>	<b>(1,852,916.84)</b>	<b>497.33%</b>	<b>172,233.65</b>
<b>EXPENSES:</b>						
Depart 7110-	Administration	80,000.00	2,185,981.29	(2,105,981.29)	2732.48%	25,375.85
Depart 7120-	Operations	386,346.00	172,788.55	202,594.27	47.56%	186,497.03
Depart 9800-	Transfer to Other Funds	-	-	-	N/A	-
<b>TOTAL EXPENSES</b>		<b>466,346.00</b>	<b>2,358,769.84</b>	<b>(1,903,387.02)</b>	<b>508.15%</b>	<b>211,872.88</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ (39,507.00)</b>	<b>\$ 50,470.18</b>	<b>N/A</b>	<b>\$ (39,639.23)</b>
<b>PINEY POINT OPERATING 621</b>						
<b>REVENUES:</b>						
Depart 3710-	Operating Revenues	\$ 142,000.00	\$ 64,845.49	\$ 77,154.51	45.67%	\$ 57,271.91
<b>TOTAL REVENUES</b>		<b>142,000.00</b>	<b>64,845.49</b>	<b>77,154.51</b>	<b>45.67%</b>	<b>57,271.91</b>
<b>EXPENSES:</b>						
Depart 7110-	Administration	80,000.00	33,333.35	46,666.65	41.67%	33,333.35
Depart 7120-	Operations	62,000.00	19,339.90	42,660.10	31.19%	15,999.23
<b>TOTAL EXPENSES</b>		<b>142,000.00</b>	<b>52,673.25</b>	<b>89,326.75</b>	<b>37.09%</b>	<b>49,332.58</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ 12,172.24</b>	<b>\$ (12,172.24)</b>	<b>N/A</b>	<b>\$ 7,939.33</b>

**Stanly County**  
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		AMENDED BUDGET	*Y-T-D TRANSACTIONS	UNCOLLECTED REVENUE OR APPROPRIATIONS REMAINING	% COLLECTED OR EXPENDED	LAST YEAR'S Y-T-D TRANSACTIONS
<b>WEST STANLY WWTP 631</b>						
<b>REVENUES:</b>						
Depart 3710-	Grants	\$ -	\$ -	\$ -	N/A	\$ -
Depart 3712-	Operating Revenues	605,438.00	223,377.28	382,060.72	36.90%	197,731.88
Depart 3980-	Transfer From Other Funds	71,000.00	-	71,000.00	N/A	-
<b>TOTAL REVENUES</b>		<b>676,438.00</b>	<b>223,377.28</b>	<b>453,060.72</b>	<b>33.02%</b>	<b>197,731.88</b>
<b>EXPENSES:</b>						
Depart 7110-	Administration	326,599.00	156,250.00	170,349.00	47.84%	156,250.00
Depart 7120-	Operations	349,839.00	132,283.90	210,490.65	39.83%	159,811.69
Depart 9800-	Transfers	-	-	-	N/A	-
<b>TOTAL EXPENSES</b>		<b>676,438.00</b>	<b>288,533.90</b>	<b>380,839.65</b>	<b>43.70%</b>	<b>316,061.69</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ (65,156.62)</b>	<b>\$ 72,221.07</b>	<b>N/A</b>	<b>\$ (118,329.81)</b>
<b>STANLY COUNTY UTILITY 641</b>						
<b>REVENUES:</b>						
Depart 3710-	Grants	\$ -	\$ -	\$ -	N/A	\$ -
Depart 3712-	Operating Revenues	3,425,694.00	1,336,028.32	2,089,665.68	39.00%	1,195,413.26
<b>TOTAL REVENUES</b>		<b>3,425,694.00</b>	<b>1,336,028.32</b>	<b>2,089,665.68</b>	<b>39.00%</b>	<b>1,195,413.26</b>
<b>EXPENSES:</b>						
Depart 7110-	Administration	410,641.00	172,161.19	237,519.81	42.16%	164,755.96
Depart 7120-	Operations	3,015,053.00	1,029,383.63	1,961,527.82	34.94%	1,031,704.65
Depart 9800-	Transfers	-	-	-	N/A	-
<b>TOTAL EXPENSES</b>		<b>3,425,694.00</b>	<b>1,201,544.82</b>	<b>2,199,047.63</b>	<b>35.81%</b>	<b>1,196,460.61</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ 134,483.50</b>	<b>\$ (109,381.95)</b>	<b>N/A</b>	<b>\$ (1,047.35)</b>
<b>AIRPORT OPERATING FUND 671</b>						
<b>REVENUES:</b>						
Depart 3453-	Airport Operating	\$ 622,648.00	\$ 172,071.88	\$ 450,576.12	27.64%	\$ 185,728.41
Depart 3980-	Transfer from General Fund	259,347.00	64,836.75	194,510.25	25.00%	67,129.25
<b>TOTAL REVENUES</b>		<b>881,995.00</b>	<b>236,908.63</b>	<b>645,086.37</b>	<b>26.86%</b>	<b>252,857.66</b>
<b>EXPENSES:</b>						
Depart 4530-	Airport Operating	881,995.00	314,952.97	563,027.59	36.16%	265,628.49
<b>TOTAL EXPENSES</b>		<b>881,995.00</b>	<b>314,952.97</b>	<b>563,027.59</b>	<b>36.16%</b>	<b>265,628.49</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ (78,044.34)</b>	<b>\$ 82,058.78</b>	<b>N/A</b>	<b>\$ (12,770.83)</b>
<b>GROUP HEALTH &amp; WORKERS' COMPENSATION 680</b>						
<b>REVENUES:</b>						
Depart 3428-	Group Health Fees	\$ 5,505,800.00	\$ 2,158,008.91	\$ 3,347,791.09	39.20%	\$ 2,091,018.78
Depart 3430-	Workers Compensation	466,943.00	409,534.22	57,408.78	87.71%	453,847.85
<b>TOTAL REVENUES</b>		<b>5,972,743.00</b>	<b>2,567,543.13</b>	<b>3,405,199.87</b>	<b>42.99%</b>	<b>2,544,866.63</b>
<b>EXPENSES:</b>						
Depart 4200-	Group Health Costs	5,505,800.00	2,520,005.88	\$ 2,985,794.12	45.77%	2,116,539.07
Depart 4220-	Workers Compensation	466,943.00	422,692.21	44,250.79	90.52%	377,553.08
<b>TOTAL EXPENSES</b>		<b>5,972,743.00</b>	<b>2,942,698.09</b>	<b>3,030,044.91</b>	<b>49.27%</b>	<b>2,494,092.15</b>
<b>OVER (UNDER) REVENUES</b>		<b>\$ -</b>	<b>\$ (375,154.96)</b>	<b>\$ 375,154.96</b>	<b>N/A</b>	<b>\$ 50,774.48</b>



**Stanly County**  
**Comparative Monthly Financial Report**  
**Project Funds**  
**For the Five Months Ended November 30, 2016**

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
<b>Tarheel Challenge Academy 212</b>				
<b>REVENUES:</b>				
Depart 3590-	Education	\$ 3,092,000.00	\$ 3,092,000.00	\$ -
	<b>TOTAL REVENUES</b>	<u>3,092,000.00</u>	<u>3,092,000.00</u>	<u>-</u>
<b>EXPENSES:</b>				
Depart 5910-	Public Schools	3,092,000.00	3,007,060.23	41,400.77
	<b>TOTAL EXPENSES</b>	<u>3,092,000.00</u>	<u>3,007,060.23</u>	<u>41,400.77</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ 84,939.77</u>	<u>\$ (41,400.77)</u>
<b>Emergency Radio System Project 213</b>				
<b>REVENUES:</b>				
Depart 3838-	Loan Proceeds	\$ 8,037,762.00	\$ 8,037,761.37	\$ 0.63
Depart 3980-	Transfer From General Fund	605,000.00	601,357.60	3,642.40
	<b>TOTAL REVENUES</b>	<u>8,642,762.00</u>	<u>8,639,118.97</u>	<u>3,643.03</u>
<b>EXPENSES:</b>				
Depart 4398-	911 Operations	8,642,762.00	8,640,665.98	2,096.02
	<b>TOTAL EXPENSES</b>	<u>8,642,762.00</u>	<u>8,640,665.98</u>	<u>2,096.02</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (1,547.01)</u>	<u>\$ 1,547.01</u>
<b>Stanly Community College Cosmetology Project 214</b>				
<b>REVENUES:</b>				
Depart 3590-	Loan Proceeds	\$ 2,232,000.00	\$ 2,232,000.00	\$ -
	From General Fund	-	56,678.83	(56,678.83)
	<b>TOTAL REVENUES</b>	<u>2,232,000.00</u>	<u>2,288,678.83</u>	<u>(56,678.83)</u>
<b>EXPENSES:</b>				
Depart 5920-	Stanly Community College	2,232,000.00	2,193,933.70	38,066.30
	Transfer to General Fund	-	56,678.83	(56,678.83)
	<b>TOTAL EXPENSES</b>	<u>2,232,000.00</u>	<u>2,250,612.53</u>	<u>(18,812.53)</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ 38,066.30</u>	<u>\$ (38,066.30)</u>
<b>Livestock Arena Construction Project 215</b>				
<b>REVENUES:</b>				
Depart 3980-	Transfer from Other Funds	\$ 75,000.00	\$ 46,940.00	\$ 28,060.00
	<b>TOTAL REVENUES</b>	<u>75,000.00</u>	<u>46,940.00</u>	<u>28,060.00</u>
<b>EXPENSES:</b>				
Depart 6160-	Agri-Civic Center	75,000.00	50,160.00	24,840.00
	<b>TOTAL EXPENSES</b>	<u>75,000.00</u>	<u>50,160.00</u>	<u>24,840.00</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (3,220.00)</u>	<u>\$ 3,220.00</u>
<b>Museum Renovation Project Fund 216</b>				
<b>REVENUES:</b>				
Depart 3611-	Library	\$ 70,000.00	\$ 48,500.00	\$ 21,500.00
Depart 3980-	Transfer from Other Funds	130,000.00	-	130,000.00
	<b>TOTAL REVENUES</b>	<u>200,000.00</u>	<u>48,500.00</u>	<u>151,500.00</u>
<b>EXPENSES:</b>				
Depart 6110-	Library	200,000.00	-	163,815.00
	<b>TOTAL EXPENSES</b>	<u>200,000.00</u>	<u>-</u>	<u>163,815.00</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ 48,500.00</u>	<u>\$ (12,315.00)</u>

**Stanly County**  
**Comparative Monthly Financial Report**  
**Project Funds**  
**For the Five Months Ended November 30, 2016**

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
<b>COMMUNITY GRANT (Single Family 2014) 240</b>				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 170,000.00	\$ 115,524.00	\$ 54,476.00
	TOTAL REVENUES	<u>170,000.00</u>	<u>115,524.00</u>	<u>54,476.00</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	170,000.00	115,688.00	54,312.00
	TOTAL EXPENSES	<u>170,000.00</u>	<u>115,688.00</u>	<u>54,312.00</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (164.00)</u>	<u>\$ 164.00</u>
<b>COMMUNITY GRANT (Single Family Rehab 2011) 254</b>				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 240,786.00	\$ 240,785.74	\$ 0.26
	TOTAL REVENUES	<u>240,786.00</u>	<u>240,785.74</u>	<u>0.26</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	240,786.00	227,819.51	12,966.49
	TOTAL EXPENSES	<u>240,786.00</u>	<u>227,819.51</u>	<u>12,966.49</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 12,966.23</u>	<u>\$ (12,966.23)</u>
<b>COMMUNITY GRANT (Urgent Repair Program) 255</b>				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 75,000.00	\$ 75,000.00	-
Depart 3831-	Investment Earning	220.00	243.04	(23.04)
	TOTAL REVENUES	<u>75,220.00</u>	<u>75,243.04</u>	<u>(23.04)</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	75,220.00	66,551.47	8,668.53
	TOTAL EXPENSES	<u>75,220.00</u>	<u>66,551.47</u>	<u>8,668.53</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ 8,691.57</u>	<u>\$ (8,691.57)</u>
<b>COMMUNITY GRANT (2012 CDBG Scattered Site) 257</b>				
<i>REVENUES:</i>				
Depart 3493-	Grant	\$ 225,000.00	\$ 203,190.74	\$ 21,809.26
	TOTAL REVENUES	<u>225,000.00</u>	<u>203,190.74</u>	<u>21,809.26</u>
<i>EXPENSES:</i>				
Depart 4930-	CDBG - Single Family	225,000.00	203,216.74	21,783.26
	TOTAL EXPENSES	<u>225,000.00</u>	<u>203,216.74</u>	<u>21,783.26</u>
	OVER (UNDER) REVENUES	<u>\$ -</u>	<u>\$ (26.00)</u>	<u>\$ 26.00</u>

**Stanly County**  
**Comparative Monthly Financial Report**  
**Project Funds**  
**For the Five Months Ended November 30, 2016**

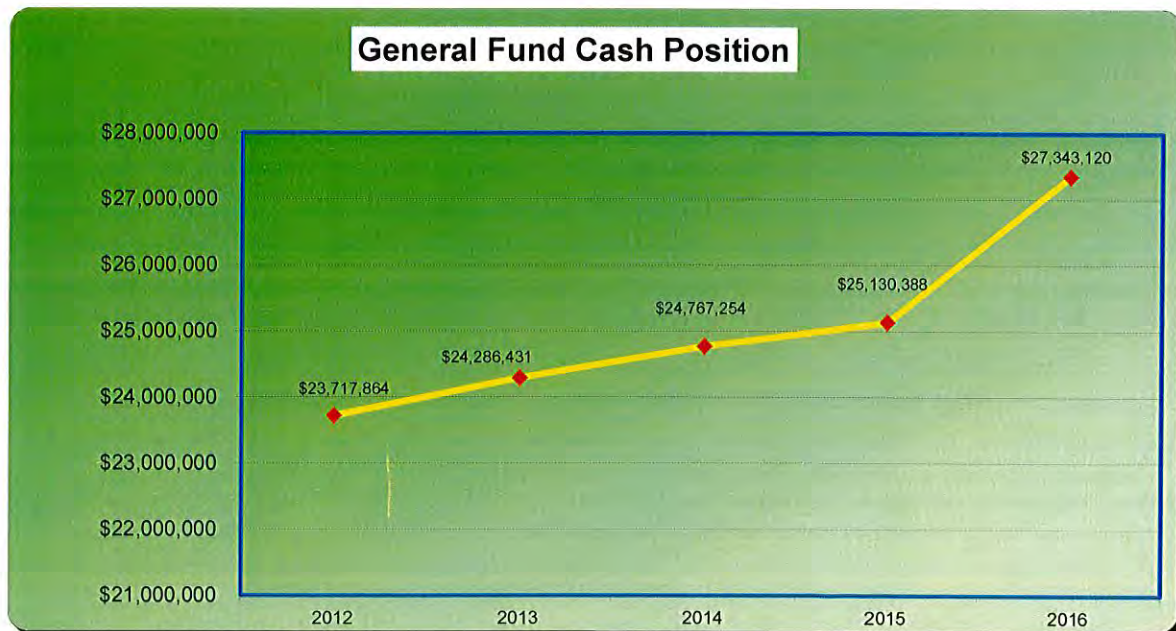
		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
<b>Badin Water Rehab Part A 612</b>				
<i>REVENUES:</i>				
Depart 3710-	Water & Sewer	\$ 2,832,600.00	\$ 2,132,000.00	\$ 700,600.00
Depart 3980-	Transfer from Greater Badin	25,169.00	-	25,169.00
	<b>TOTAL REVENUES</b>	<u>2,857,769.00</u>	<u>2,132,000.00</u>	<u>725,769.00</u>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	2,857,769.00	2,469,345.55	\$ 388,423.45
	<b>TOTAL EXPENSES</b>	<u>2,857,769.00</u>	<u>2,469,345.55</u>	<u>388,423.45</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (337,345.55)</u>	<u>\$ 337,345.55</u>
<b>Badin Water Rehab Part B 613</b>				
<i>REVENUES:</i>				
Depart 3710-	Water & Sewer	\$ 6,179,129.00	\$ 1,912,201.00	\$ 4,266,928.00
	<b>TOTAL REVENUES</b>	<u>6,179,129.00</u>	<u>1,912,201.00</u>	<u>4,266,928.00</u>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	6,179,129.00	2,035,211.28	\$ 4,143,917.72
	<b>TOTAL EXPENSES</b>	<u>6,179,129.00</u>	<u>2,035,211.28</u>	<u>4,143,917.72</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (123,010.28)</u>	<u>\$ 123,010.28</u>
<b>West Stanly WWTP Rehab Project 632</b>				
<i>REVENUES:</i>				
Depart 3710-	Water & Sewer	\$ 2,648,894.00	-	\$ 2,648,894.00
	<b>TOTAL REVENUES</b>	<u>2,648,894.00</u>	<u>-</u>	<u>2,648,894.00</u>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	2,648,894.00	28,117.19	\$ 2,620,776.81
	<b>TOTAL EXPENSES</b>	<u>2,648,894.00</u>	<u>28,117.19</u>	<u>2,620,776.81</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (28,117.19)</u>	<u>\$ 28,117.19</u>
<b>Airport Rd Corridor Wastwater 642</b>				
<i>REVENUES:</i>				
Depart 3710-	Water & Sewer	\$ 1,121,043.00	-	\$ 1,121,043.00
	<b>TOTAL REVENUES</b>	<u>1,121,043.00</u>	<u>-</u>	<u>1,121,043.00</u>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	1,121,043.00	33,279.81	\$ 1,087,763.19
	<b>TOTAL EXPENSES</b>	<u>1,121,043.00</u>	<u>33,279.81</u>	<u>1,087,763.19</u>
	<b>OVER (UNDER) REVENUES</b>	<u>\$ -</u>	<u>\$ (33,279.81)</u>	<u>\$ 33,279.81</u>

Stanly County  
Comparative Monthly Financial Report  
Project Funds  
For the Five Months Ended November 30, 2016

		PROJECT AUTHORIZATION	PROJECT TO DATE	PROJECT AMOUNT REMAINING
<b>Alonzo Road Meter Project 644</b>				
<i>REVENUES:</i>				
Depart 3980-	Transfers From Other Funds	70,977.00	56,096.94	14,880.06
	<b>TOTAL REVENUES</b>	<b>70,977.00</b>	<b>56,096.94</b>	<b>14,880.06</b>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	70,977.00	56,584.94	\$ 14,392.06
	<b>TOTAL EXPENSES</b>	<b>70,977.00</b>	<b>56,584.94</b>	<b>14,392.06</b>
	<b>OVER (UNDER) REVENUES</b>	<b>\$ -</b>	<b>\$ (488.00)</b>	<b>\$ 488.00</b>
<b>UTILTIY HWY 200 WATER PROJECT 656</b>				
<i>REVENUES:</i>				
Depart 3720-	Commercial Loan	\$ 1,500,000.00	\$ -	\$ 1,500,000.00
Depart 3980-	Transfers From Other Funds	159,674.00	159,673.63	0.37
	<b>TOTAL REVENUES</b>	<b>1,659,674.00</b>	<b>159,673.63</b>	<b>1,500,000.37</b>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	1,659,674.00	159,673.63	\$ 1,500,000.37
	<b>TOTAL EXPENSES</b>	<b>1,659,674.00</b>	<b>159,673.63</b>	<b>1,500,000.37</b>
	<b>OVER (UNDER) REVENUES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Cottonville Rd Waterline Relocate 659</b>				
<i>REVENUES:</i>				
Depart 3710-	NCDOT Reimbursement	\$ 69,134.00	\$ -	\$ 69,134.00
	<b>TOTAL REVENUES</b>	<b>69,134.00</b>	<b>-</b>	<b>69,134.00</b>
<i>EXPENSES:</i>				
Depart 7120-	Water Systems	69,134.00	62,882.00	\$ 6,252.00
	<b>TOTAL EXPENSES</b>	<b>69,134.00</b>	<b>62,882.00</b>	<b>6,252.00</b>
	<b>OVER (UNDER) REVENUES</b>	<b>\$ -</b>	<b>\$ (62,882.00)</b>	<b>\$ 62,882.00</b>
<b>Airport Taxilane Rehab Project 673</b>				
<i>REVENUES:</i>				
Depart 3453-	Vision 100 Entitlement	\$ 238,223.00	\$ 13,333.66	\$ 224,889.34
Depart 3980-	Transfer From Other Funds	26,471.00	-	26,471.00
	<b>TOTAL REVENUES</b>	<b>264,694.00</b>	<b>13,333.66</b>	<b>251,360.34</b>
<i>EXPENSES:</i>				
Depart 4530-	Airport Operating	264,694.00	21,657.96	\$ 243,036.04
	<b>TOTAL EXPENSES</b>	<b>264,694.00</b>	<b>21,657.96</b>	<b>243,036.04</b>
	<b>OVER (UNDER) REVENUES</b>	<b>\$ -</b>	<b>\$ (8,324.30)</b>	<b>\$ 8,324.30</b>

**Stanly County**  
**Comparative Cash Position Report**  
**November 30, 2016 Compared with November 30, 2015**

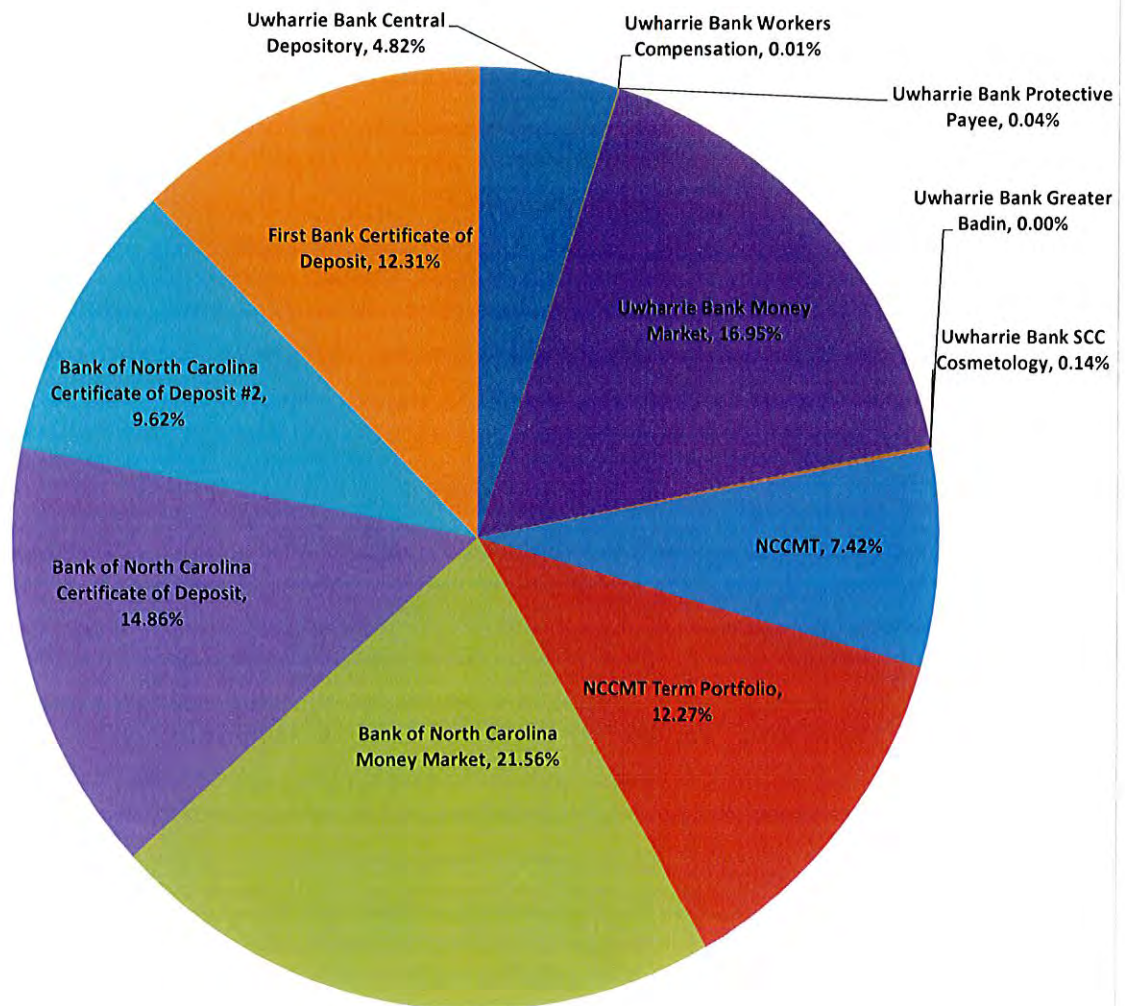
	Current 11/30/2016	Prior 11/30/2015	Increase (Decrease)
110 General Fund	\$ 27,343,120.42	\$ 25,130,387.78	\$ 2,212,732.64
212 Tarheel Challenge Academy	84,939.77	370,048.45	(285,108.68)
213 Emergency Radio System Project	(1,547.01)	145,229.12	(146,776.13)
214 SCC Cosmetology Project	38,066.30	1,588,210.23	(1,550,143.93)
215 Livestock	(3,220.00)	(23,420.00)	20,200.00
216 Museum Renovation Project Fund	48,500.00	-	48,500.00
240 Community Grant (CDBG) Single Family Rehab 2014	(164.00)	(164.00)	-
254 Community Grant (CDBG) Single Family Rehab 2011	12,966.23	12,966.23	-
255 Community Grant (CDBG) 2011 Urgent Repair	8,691.57	8,675.01	16.56
257 Community Grant (CDBG) 2012 CDBG Scattered Site	(26.00)	(2,834.37)	2,808.37
259 Community Grant (CDBG) 2014 Urgent Repair Grant	-	4,163.48	(4,163.48)
260 Emergency Telephone E-911	(9,131.63)	7,788.07	(16,919.70)
295 Fire Districts	88,827.54	76,887.80	11,939.74
611 Greater Badin Operating	247,700.92	256,065.12	(8,364.20)
612 Badin Water Rehab Part A	(337,346.55)	951,562.09	(1,288,908.64)
613 Badin Water Rehab Part B	(123,010.28)	(472.00)	(122,538.28)
621 Piney Point Operating	288,554.56	259,721.64	28,832.92
631 West Stanly WWTP	(32,806.72)	(134,466.95)	101,660.23
632 Cottonville Rd Waterline Relocat	(28,117.19)	(11,140.00)	17,000.00
641 Utility Operating	1,443,233.64	1,036,713.30	406,520.34
642 Utility- Airport Rd Corridor Wastewater	(33,279.81)	-	(33,279.81)
644 Utility- Alonzo Rod Meter Project	(488.00)	-	(488.00)
659 Utility- Cottonville Rd Waterline Relocat	(62,882.00)	(6,504.20)	(56,377.80)
671 Airport Operating	(43,413.30)	19,965.51	(63,378.81)
673 Airport Taxilane Rehab Project	(8,324.30)	-	(8,324.30)
676 Airport Runway Extn	-	(3,908.08)	3,908.08
680 Group Health Fund	3,111,458.94	3,674,347.74	(562,888.80)
730 Deed of Trust Fund	3,168.20	2,976.00	192.20
740 Sheriff Court Executions	3,369.68	1,560.51	1,809.17
760 City and Towns Property Tax	473,810.02	256,578.28	217,231.74
	<u>\$ 32,512,651.00</u>	<u>\$ 33,620,936.76</u>	<u>\$ (1,091,308.57)</u>





**Stanly County  
Investment Report  
For the Five Months Ended November 30, 2016**

BANK:	Balance per Bank at 11/30/16	% of investment	Purchase Date	Maturity Date	% Yield	Time of Certificate of Deposit
Uwharrie Bank Central Depository	\$ 1,571,425.28	4.82%			0.37%	
Uwharrie Bank Workers Compensation	4,322.65	0.01%			N/A	
Uwharrie Bank Protective Payee	12,174.88	0.04%			N/A	
Uwharrie Bank Money Market	5,530,697.57	16.95%			0.27%	
Uwharrie Bank Greater Badin	964.63	0.00%			0.38%	
Uwharrie Bank SCC Cosmetology	44,397.23	0.14%			0.28%	
NCCMT	2,421,820.68	7.42%			0.31%	
NCCMT Term Portfolio	4,002,216.49	12.27%			0.67%	
Bank of North Carolina Money Market	7,032,422.48	21.56%			0.40%	
Bank of North Carolina Certificate of Deposit	4,849,087.70	14.86%	9/15/2016	3/15/2017	0.58%	182 Days
Bank of North Carolina Certificate of Deposit #2	3,138,589.20	9.62%	10/10/2016	4/10/2017	0.58%	182 Days
First Bank Certificate of Deposit	4,015,059.75	12.31%	10/1/2016	4/1/2017	0.50%	182 Days
<b>Totals</b>	<b>\$ 32,623,178.54</b>					



**Stanly County**  
**Fund Balance Calculation**  
**As of Novmeber 30, 2016**

**Available Fund Balance**

Cash & Investments	\$27,347,379
Liabilities (w/out deferred revenue)	1,518,064
Deferred Revenue (from cash receipts)	60,969
Encumbrances	1,362,824
Due to Other Governments	27,178

Total Available	<u>\$ 24,378,345</u>
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**General Fund Expenditures**

Total Expenditures	<u>\$ 61,779,301</u>
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**Total Available for Appropriation**

Total Available	\$ 24,378,345
Total Expenditures	61,779,301

<b>Available for Appropriation</b>	<b>39.46%</b>
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AMENDMENT NO: 2017-26

**STANLY COUNTY-BUDGET AMENDMENT**

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4310.4314	353.000	Repair & Maint - Vehicles	\$ 1,500	\$ 2,373	\$ 3,873
TOTALS			<u>\$ 1,500</u>	<u>\$ 2,373</u>	<u>\$ 3,873</u>

This budget amendment is justified as follows:

To amend the budget for the Sheriff's Office with insurance settlement funds to repair a vehicle that was involved in an accident.

This will result in a net increase \$ 2,373 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
110.3839	580.10	Insurance Settlements	\$ 101,964	\$ 2,373	\$ 104,337
TOTALS			<u>\$ 101,964</u>	<u>\$ 2,373</u>	<u>\$ 104,337</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 \_\_\_\_\_

[Signature] \_\_\_\_\_ 12/28/16  
 Reviewed by Department Head Date

[Signature] \_\_\_\_\_ 12-28-16  
 Reviewed by Finance Director Date

\_\_\_\_\_  
 Reviewed by County Manager Date

Posted by
Journal No.
Date





AMENDMENT NO: 2017-27

**STANLY COUNTY-BUDGET AMENDMENT**

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4330.4370	261.000	Departmental Supplies	\$ 7,436	\$ 35,000	\$ 42,436
TOTALS			<u>\$ 7,436</u>	<u>\$ 35,000</u>	<u>\$ 42,436</u>

This budget amendment is justified as follows:

To amend the budget for EMS with a grant from The Cannon Foundation to purchase body armor for EMS personnel.

This will result in a net increase \$ 35,000 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
110.3437	840.13	Cannon Foundation Grant	\$ -	\$ 35,000	\$ 35,000
TOTALS			<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ 35,000</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 \_\_\_\_\_

<u>B. J. L.</u>	<u>12/28/14</u>	Posted by  Journal No.  Date
Reviewed by Department Head	Date	
<u>Judy R. Johnson</u>	<u>12-28-16</u>	
Reviewed by Finance Director	Date	
Reviewed by County Manager	Date	



# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Donna Davis

\_\_\_\_\_ | le  
 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

### Greater Badin Water & Sewer District (“GBWSD”)

Subject

A GBWSD waterline crosses a 1.060 acre piece of property located on NC-740-Albemarle Road in Badin beside (to the northeast of) the Badin Volunteer Fire Department. Said property is currently owned by Venture Properties VII, LLC and was formerly owned by Badin Business Park, LLC and ALCOA, Inc. Said waterline has been in place since approximately 1981 or before, and no recorded easement for this particular waterline has been found. Venture Properties VII, LLC has approved and executed the attached Deed of Easement in order to formalize their and GBWSD’s rights and obligations associated with the 2,583.79 square feet easement. A map/survey showing the location of the waterline is attached.

Requested Action

Review and consider approving the easement.

Signature: \_\_\_\_\_

Dept. \_\_\_\_\_

Date: 12-22-16

Attachments: Yes X 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 \_\_\_\_\_



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Prepared by: JENNIFER R. FURR, 1000 N. 1<sup>st</sup> St., Suite 10, Albemarle, NC 28001

Mail after recording to: Jennifer R. Furr at above address

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NORTH CAROLINA,

STANLY COUNTY.

**THIS DEED OF EASEMENT** made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **VENTURE PROPERTIES VII, LLC** of Wilkes County, North Carolina, Party of the First Part, and **GREATER BADIN WATER AND SEWER DISTRICT**, a public body duly organized and existing under Article 6 of Chapter 162A of the North Carolina General Statutes, of Stanly County, North Carolina, Party of the Second Part;

**W I T N E S S E T H**

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Party of the Second Part to the Party of the First Part, the receipt of which is hereby acknowledged, the Party of the First Part has granted and set over, and by these presents does hereby grant and set over, unto the Party of the Second Part, its successors and assigns, a perpetual and assignable easement and right of way for the location, construction, operation, maintenance, alteration, repair and patrol of underground water line and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees,

structures, or obstacles within the limits of the rights of way; reserving, however, to the land owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines and rights of way in, on, over and across a parcel of land lying and being in Badin Township, Stanly County North Carolina, recorded in Deed Book 1590 at Page 42, Stanly County Registry; and said perpetual easement and right of way having a width of twenty (20) feet, containing 2,583.79 square feet, more or less, and the centerline of said easement being the centerline of the waterline crossing the western corner of the aforesaid parcel, and being more particularly described as follows:

***See attached survey for legal description.***

TO HAVE AND TO HOLD, said easements unto the Party of the Second Part, its successors and assigns, subject to the terms and provisions hereinabove set forth.

AND the Party of the First Part, for itself, its heirs, successors and assigns, hereby warrants and covenants that it is the sole owner of the property hereinbefore described as the perpetual right of way and easement; that it has the right to grant the perpetual right of way and easement; that the said premises are free from encumbrances, except for encumbrances of record; and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

AND the Party of the First Part, hereby agrees not to construct any new house, structure, or building on or over said right of way and easement; however, the Party of the First Part, upon written approval of the Party of the Second Part, may construct a new driveway, parking lot, and/or sidewalk upon, over, and across said right of way, such approval shall not be

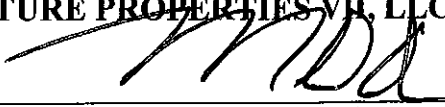
unreasonably withheld, conditioned, or delayed. Any driveways, parking lots, and/or sidewalks existing as of the date of this Deed of Easement may remain on, over, or across the easement indefinitely; provided, however, the maintenance, operation, repair, or use of such pre-existing improvements shall not unreasonably interfere with the rights granted to the Party of the Second Part herein.

AND the Party of the Second Part, hereby agrees to perform any maintenance, alteration, repair, and patrol of the waterline located in the easement area in an expeditious, good, and workmanlike manner in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. When reasonably practicable, Party of the Second Part shall perform work in such manner so as to cause the least amount of disruption to any business operations being conducted on the aforementioned parcel. For any and all work done on waterline by Party of the Second Part, Party of the Second Part shall return area to the condition it was found before any such work took place, as is reasonably practical.

AND the Party of the Second Part, for itself, its successors and assigns, and its officers, directors, and employees shall indemnify, hold harmless, and defend the Party of the First Part, its successors and assigns, and its officers, directors, and employees, from and against any and all losses, claims, demands, suits, causes of action, and damages, including reasonable attorneys' fees, caused by the Party of the Second Part's construction, maintenance, operation, or repair of its waterline located within the easement, except to the extent that said loss, claim, demand, suit, cause of action or damage results from the negligent act or omission or willful misconduct of the Party of the First Part, its successors, assigns, officers, directors, employees, agents, representatives, or invitees.

IN WITNESS WHEREOF, the Party of the First Part has hereunto caused this easement to be signed in its name by its Manager and its seal to be hereunto affixed, by order of its Board of Directors, the day and year first above written.

**VENTURE PROPERTIES VII, LLC**

By:   
Manager

**GREATER BADIN WATER AND SEWER DISTRICT**

By: \_\_\_\_\_  
Chairman

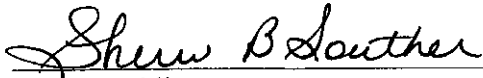
ATTEST:

\_\_\_\_\_  
Clerk

STATE OF NORTH CAROLINA,  
Wilkes COUNTY.

I, Sherri B Souther, a Notary Public for said County and State, do hereby certify that Martin D Koon personally appeared before me this day and acknowledged (s) he is Manager of Venture Properties VII, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the corporation, the foregoing Deed of Easement was signed in its name by him/her as its Manager.

WITNESS my hand and official stamp or seal, this 20<sup>th</sup> day of December, 2016.

  
Notary Public

My commission expires: 03-08-2020.



STATE OF NORTH CAROLINA,  
STANLY COUNTY.

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the Clerk to the Greater Badin Water and Sewer District, and that by authority duly given and as the act of the Board, the foregoing Deed of Easement was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as Clerk.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.







# Stanly County Board of Commissioners

Meeting Date: January 3, 2017  
 Presenter: Donna Davis

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

### Greater Badin Water & Sewer District (“GBWSD”)

Subject

The United State Department of Agriculture (USDA) now requires that a Language Access Plan be in place for all entities receiving USDA funding funds. The Greater Badin Water and Sewer District is a recipient of these funds. As a result the District is submitting for review and requesting approval of a *Greater Badin Water & Sewer District Language Access Plan* for compliance with Title VI of the Civil Rights Act of 1964 and other applicable federal and state laws with respect to people with Limited English Proficiency (LEP). This document is consistent with the *Stanly County Language Access Plan* of approved by the by the Board of Commissioners on September 4, 2012.

Requested Action

1) Consider approval of *Greater Badin Water & Sewer District Language Access Plan*

Signature: \_\_\_\_\_

Dept. \_\_\_\_\_

Date: 12-22-16

Attachments: Yes X 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

Language Access Plan

*Greater Badin Water & Sewer District  
Stanly County, North Carolina*

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **Greater Badin Water and Sewer District (local unit of government)** must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective January 3, 2017.

**I. Scope of Policy**

These requirements will apply to the **Greater Badin Water and Sewer District (herein referred to as “the agency”)** including subcontractors, vendors, and subrecipients.

The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

**II. Definitions**

- A. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- B. Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require

a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

- C. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies.
- D. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

### **III. Providing Notice to LEP Individuals**

- A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

Stanly County Utilities  
Donna Davis  
1000 N 1<sup>st</sup> Street  
Suite 12  
Albemarle, NC 28001  
(704) 986-3686

- B. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

**Identify areas within the agency where these signs will be posted:**

Stanly County Utilities Lobby Bulletin Board

- C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).

D. The agency will also disseminate information in the following manner:

Posted on website

#### IV. Provision of Services to LEP Applicants/Recipients

##### A. Assessing Linguistic Needs of Potential Applicants and Recipients

1. The agency will assess the language needs of the population to be served, by identifying:

- a. the language needs of each LEP applicant/recipient
- b. the points of contact where language assistance is needed; and
- c. the resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
- d. Other (*describe*):

2. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

- a. The non-English languages that are likely to be encountered in its program will be identified.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
  - i. census data
  - ii. school system data
  - iii. reports from federal, state, and local governments
  - iv. community agencies' information, and
  - v. data from client files
  - vi. Other (*specify*):
- c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.

3. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

- a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.

Check all methods that will be used:

- multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
  - English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy
  - Other ( describe):
- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
  - c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
  - d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
  - e. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C. Provisions of Written Translations.

## B. Provision of Bilingual/Interpretive Services

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without



undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by utilizing the services of two Spanish speaking interpreters employed in our Social Services Department to meet the needs of customers.

2. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Stanly County also has a standing agreement with Fluent Language Solutions for “pay-as-you-go” telephone interpreter services in the event that our interpreters aren’t available or for other languages required by our customers.

3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:

- i. Can fluently and effectively communicate in both English and the primary language of the LEP individual
- ii. Can accurately and impartially interpret to and from such languages and English
- iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency’s services
- iv. Demonstrates cultural competency
- v. Understands the obligation to maintain confidently
- vi. Understands the roles of interpreters and the ethics associated with being an interpreter

Stanly County Utilities will ensure the competency of bilingual staff and interpreters on review of this plan and as needed according to the standards list above. The language access compliance officer responsible for this plan will also conduct the review of bilingual staff competency.

- b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.

4. Using Family Members or Friends as Interpreters
  - a. Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.
  - b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
  - c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
  - d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the DCA upon request.
5. The agency will *not* require the applicant/recipient to pay for bilingual/interpretive services.

C. Provision of Written Translations

1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
2. Translation of Vital Documents
  - a. The agency will ensure that vital documents for locally designed programs are translated into Spanish.
  - b. When USDA forms and other written material contain spaces in which the local entity is to insert information, this inserted

information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.

- c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
  - d. The agency will keep a record of all vital documents translated, and will submit this information to USDA at their request.
3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

D. Documentation of Applicant/Recipient Case Records

1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
  - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
  - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to USDA upon request.
3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

E. **Staff Development and Training**

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
  - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
  - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Training information will be provided in written form to all applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars.

4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

V. **Compliance Procedures, Reporting and Monitoring**

A. **Reporting**

1. The agency will complete an annual compliance report and send this report to USDA.

B. Monitoring

1. The agency will cooperate, when requested, with special review by the USDA

**VI. Applicant/Recipient Complaints of Discriminatory Treatment**

A. Complaints

1. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
2. The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
3. The agency will notify the appropriate agency or USDA of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Investigation

1. The USDA Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

SUBMITTED AND APPROVED BY:



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Name of Chairman of Board of Directors  
Greater Badin Water & Sewer District

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Signature of Chairman of Board

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January 3, 2017

Date