

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
MAY 16, 2016
7:00 P.M.**

**CALL TO ORDER & WELCOME – CHAIRMAN EFIRD
INVOCATION & PLEDGE OF ALLEGIANCE - PARK RIDGE CHRISTIAN SCHOOL
DRILL TEAM
APPROVAL/ADJUSTMENTS TO THE AGENDA**

SCHEDULED AGENDA ITEMS

- 1. CENTRALINA COUNCIL OF GOVERNMENTS PRESENTATION
Presenter: Jim Prosser, Executive Director**

- 2. SCUSA TRANSPORTATION’S UPDATED TITLE VI PROGRAM PLAN
Presenter: Gwen Hinson, Transportation Director**

- 3. UTILITIES
Presenter: Donna Davis, Utilities Director**
 - A. Greater Badin Water & Sewer District – Badin Rehabilitation Project
Part B**
 - B. Extension of Interlocal Agreement with Stanfield for Bulk Water Sales**

- 4. CLOSEOUT PUBLIC HEARING FOR THE FY12 CDBG SCATTERED SITE
HOUSING PROGRAM
Presenter: Andy Lucas, County Manager**
 - A. Hold the public hearing**

- 5. BOARD & COMMITTEE APPOINTMENTS**
 - A. Stanly Water & Sewer Authority**
 - B. Town of Norwood’s Board of Adjustment & Planning Board**

6. PRESENTATION OF THE FY 2016-17 RECOMMENDED BUDGET

Presenter: Andy Lucas, County Manager

7. MUSEUM RELOCATION DISCUSSION

Presenter: Andy Lucas, County Manager

8. CONSENT AGENDA

A. Minutes – Regular meeting of April 18, 2016

B. Finance – Request approval of the attached vehicle tax refunds

C. Sheriff's Office – Request approval of budget amendment # 2016-34

D. E-911 – Request approval of budget amendment # 2016-37

PUBLIC COMMENT

GENERAL COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS

CLOSED SESSION: To discuss economic development in accordance with G.S. 143-318.11(a)(4).

ADJOURN

The next regular meeting will be held on June 6, 2016 at 7:00 p.m.



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Jim Prosser, Executive Director

_____ | 1
 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

CENTRALINA COUNCIL OF GOVERNMENTS PRESENTATION

Subject

Requested Action

For Board information only.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes _____ No x

Review Process

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

Certification of Action

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

 Tyler Brummitt, Clerk to the Board Date

10 FAST FACTS

About Centralina Council of Governments (CCOG)



Centralina Council of Governments

What is Centralina Council of Governments? Here are a few fast facts so you can know us better.

- 1 Centralina is a council of local governments working together for the region.** Centralina is not another form of government. It is a council made up of more than 60 local government members (cities, towns, counties), governed by an Executive Board and a Board of Delegates composed of elected officials from those member governments.
- 2 Centralina works with you for a vital, growing region.** Centralina works with member communities to coordinate the efforts of federal, state and local governments and organizations on issues that cross jurisdictional boundaries to help grow the economy and jobs, control cost of government and improve quality of life within our region.
- 3 Centralina is not the only council of governments in the State.** In fact, we are the largest (by population) of 16 councils of government legislatively authorized by the State of North Carolina.
- 4 Centralina coordinates the distribution of \$15 million in grants to the region.** In 2013-2014, approximately \$15 million in federal and state pass-through grants for aging and workforce development activities were distributed to cities, towns, counties and organizations within our region.
- 5 The Centralina region is one of the fastest growing large regions in the U.S.** The region's current rapid growth rate is expected to continue. Our population is projected to increase by 50 percent in the next two decades and almost double within the next four decades.
- 6 Centralina is working with the region to prepare for future growth and ensure vitality.** Through CONNECT Our Future, Centralina is working with local governments and other organizations throughout the region to develop a regional growth framework that includes tools that communities can use to meet local challenges.
- 7 Centralina helps communities in the region in four other important areas.** Besides the CONNECT Our Future initiative, Centralina provides services in Community and Economic Development, Workforce Development, Aging and Regional Planning (land use, transportation and environmental/energy).
- 8 Centralina also provides a wide range of affordable Technical Assistance services to help your community.** Members receive discounted rates on technical and management services such as: community planning, comprehensive land use, pedestrian/bike, park, and corridor planning; senior life-style planning and programming; downtown redevelopment; local government employee recruitment and selection; public engagement; board training and retreats; code enforcement; and grant writing and administration.
- 9 Centralina members are critical to the organization.** As a member, you ARE the Centralina Council of Governments. Tell us about your community's challenges and the opportunities that you see for local governments to address issues more effectively, efficiently and affordably together. Let us help you get results through collaboration.
- 10 You've Asked, We're Delivering – Centralina is listening to members.** We're listening to what you and your residents are telling us is important to your community and this region. We are looking at our services and developing and refining strategies to better help you achieve your local goals. More changes will be coming in the next year.

■ **CONNECT OUR FUTURE** – *This region's first-ever Regional Growth Framework was developed with support of over 8,400 participants in two states and 14 counties. The Framework ensures an economically competitive region through collaboration and community based growth priorities. Over 75 best-practice tools are available to help communities reach their growth related goals. For more information, visit www.ConnectOurFuture.org.*

■ **WORKFORCE DEVELOPMENT** – *Leadership in workforce development ensuring the region can meet the needs of the current and emerging workforce.*

- Designated Workforce Development Board for seven counties in the region, providing innovative workforce development strategies. First regional workforce board in NC
- Developing a user-friendly, web-based regional platform for career seekers and career development professionals that provides a roadmap to skills training and rewarding careers in growing industries in our region - Centralina Career Headlight
- Managed \$6.5 million in federal and state grants in 2014-2015
- Administers Workforce Innovation and Opportunity Act funding to provide services for adults, dislocated workers, youth and incumbent workers
- Oversees operations for eight NCWorks Career Center

■ **COMMUNITY & ECONOMIC DEVELOPMENT** – *Building collaborative partnerships to promote regional economic vitality through the growth of target industry clusters, expanding jobs creation activities, and providing strategic competitive advantage to compete nationally and globally.*

- Staffs and administers the Centralina Economic Development Commission, the local Designated Economic Development District facilitating public agencies access for U.S. Commerce EDA funding opportunities
- Completed and implements the 2012-2017 Centralina Economic Development Strategy (CEDS), "Prosperity for Greater Charlotte Report" and groundbreaking Jobs, Workforce, and Education Alignment Study
- Completed and implements the 2015 Centralina Manufacturing Ecosystem Development Strategy (CMEDS) to support Advanced Industries workforce pipeline, R&D, supply chain analysis, and export/logistics growth for region.
- Received and facilitates a Lumina Foundation Community Postsecondary Attainment 2015-2016 grant for Greater Charlotte Region that will provide pilot project and system for internal existing industry workforce attainment and related college and K-12 pipeline alignment.
- Provides municipal management and grant administration services and is a regional conduit for other federal and state grants, including public facilities, water and wastewater improvements, and housing

■ **AREA AGENCY ON AGING** – *Designated Area Agency on Aging for the region, bringing innovative programming, training opportunities and accountability for federal and state funds.*

- Assists eligible older adults in retraining and finding employment through the Senior Community Service Employment Program (Title V)
- Provides individual and group advocacy on aging issues.
- Provides assistance for consumers transitioning to and from long-term care to the community
- Managed \$10.9 million in federal and state grants in 2014-2015
- Assists residents in long-term care by protecting their rights and quality of life through the Ombudsman Program
- Provides services for caregivers of older adults and grandparents raising grandchildren through the Family Caregiver Support Program
- Promotes evidence-based health programs to increase independence and self-management of individuals dealing with various health issues and reducing falls

■ **REGIONAL PLANNING** – *Developing and managing partnerships that bring communities across the region together with other stakeholders to address shared planning challenges and grow the economy, control cost of government, and improve quality of life.*

- Provides local government planning assistance including land use, pedestrian, small area and corridor plans; public engagement; board training and retreats; park, streetscape, and landscaping design
- Provides efficient and effective transportation services for the region's aging and disabled populations through the Mobility Management program, a collaboration between Centralina's Aging and Planning departments
- Administers/staffs and or operates regional programs such as the NC 73 Council of Planning, Lake Wylie and Mountain Island Lake Marine Commission and the Regional Conference of Mayors
- Convenes and leads energy and environment programs in conjunction with federal, state, and local agencies and other partners; coordinates the Centralina Clean Fuels Coalition (CCFC) Department of Energy's Clean Cities program



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Gwen Hinson, Transit Director

 X

Consent Agenda

 2

Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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ITEM TO BE CONSIDERED

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Updated Title VI Plan for SCUSA Transportation – changes have been made to our current plan to include new federal guidelines. This plan has been reviewed with the Title VI Coordinator (Emily Frye) and reviewed and discussed with the County Attorney.

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Approval of the plan updates.

Signature: Gwen Hinson, Transit Director

Dept. Transportation Services

Date: 4-28-16

Attachments: Yes X No x

Review Process

Certification of Action

Approved
 Yes No Initials

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

Finance Director _____

Budget Amendment Necessary _____

County Attorney _____

County Manager _____

Other: _____

 Tyler Brummitt, Clerk to the Board Date _____



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Donna Davis, Utilities Director

Consent Agenda | Regular Agenda

3A

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

Please Provide a Brief Description of your Presentations format: _____

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ITEM TO BE CONSIDERED

Greater Badin Water & Sewer District

Greater Badin Water & Sewer District has received funding from the NC DEQ Drinking Water State Revolving Fund (DWSRF) program for the Badin Rehabilitation Project Part B.

Attached is a resolution that would accept the State Revolving Loan offer of \$6,057,970, authorize and direct to staff to furnish such information as the appropriate State agency may request in connection with the project and to execute such other documents as may be required in connection with the loan.

- 1) **Accept loan offer and approve loan offer resolution for the Badin Rehabilitation Project Part B**
- 2) **Approve associated project ordinance and budget amendments recognizing increased loan revenue and 2% closing costs payable from retained earnings.**

Subject

Requested Action

Donna L Davis

Signature: Donna L Davis, Utilities Director

Dept. _____

Date: May 10, 2016

Attachments: Yes No _____

Review Process

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

Certification of Action

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

Tyler Brummitt, Clerk to the Board Date

Greater Badin Water &

Sewer District

1000 North First Street
Suite 12
ALBEMARLE, NORTH CAROLINA
28001

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS,** The Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking water system owners in financing the cost of construction for eligible, drinking water infrastructure; and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$6,057,970 for the construction of a drinking water distribution system project described as Water System Replacement (Badin Water Rehab Part B) to reduce and/or eliminate system wide water loss, improve water quality, eliminate excessive ground storage and provide for the general replacement of a 100 years old water system, hereafter referred to as the "Project"; and
- WHEREAS,** The Greater Badin Water & Sewer District intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE GREATER BADIN WATER & SEWER DISTRICT:

That the Greater Badin Water & Sewer District, does hereby accept the State Revolving Loan offer in the amount of \$6,057,970; and

That the Greater Badin Water & Sewer District does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a State Revolving Loan; and

That Donna Davis, Executive Director, the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request in connection with such application or the Project: to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the Greater Badin Water & Sewer District has complied substantially or will comply substantially with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of May, 2016 at Albemarle, North Carolina.

Terry Scott Efird

Chairman, Greater Badin Water & Sewer District

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting as Clerk to the Board of Directors of the Greater Badin Water & Sewer District does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of a Drinking Water State Revolving Loan with the State of North Carolina, as regularly adopted at a legally convened meeting of the Greater Badin Water & Sewer District Board of Directors duly held on the 16th day of May, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

Clerk to the Board of Directors,
Greater Badin Water & Sewer District

(Title of Recording Officer)

**Greater Badin Water & Sewer District
Capital Project Ordinance
Badin Water Rehabilitation Project - Part B**

BE IT ORDAINED, by the Greater Badin Water and Sewer District Board of Directors that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

SECTION 1: The capital project herein authorized ("Project") is for the construction and/or installation of drinking water infrastructure, to be financed by a federal Drinking Water State Revolving Fund (DWSRF) loan and local retained earnings from the 611 Greater Badin Water & Sewer District fund to serve the Greater Badin Water & Sewer District water system.

SECTION 2: The officers of this unit of local government are hereby directed to proceed with the Project within the terms of the Board resolution, loan documents, and the budget contained herein.

SECTION 3: The following amounts are appropriated for the project:

<u>Part B</u>	
Professional Services	\$ 766,776
Land	\$ 2,000
Closing Costs	\$ 121,159
Construction	<u>\$ 5,289,194</u>
	\$ 6,179,129

Section 4: The following revenues are anticipated to be available to complete the project:

<u>Part B</u>	
Retained Earnings	\$ 121,159
NC DENR SRF loan (\$2,400,000 principal forgiveness)	<u>\$ 6,057,970</u>
	\$ 6,179,129

SECTION 5: The Finance Director is hereby directed to maintain within the capital project fund specifically detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and federal regulations.

SECTION 6: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the appropriate funding agency in an orderly and timely manner.

SECTION 7: The Finance Director is hereby directed to report on a quarterly basis on the financial status of each project element in Section 3, and on the total loan revenues received or claimed.

SECTION 8: The Finance Director is directed to include a detailed analysis of past and future costs and revenues on the Project in every budget submission made to this board.

SECTION 9: Copies of this capital project ordinance shall be furnished by the Clerk to the Board of Directors and the Finance Director for direction in carrying out this project.

Adopted this 16th day of May, 2016.

Clerk

Terry Scott Efird, Chairman
Greater Badin Water and Sewer District Board of Directors

Attest: _____
Tyler Brummitt, Clerk



AMENDMENT NO: 2016-35

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, 2016:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
613.7120	580.000	Construction	\$ 4,397,148	\$ 892,046	\$ 5,289,194
613.7120	199.101	Closing Costs	-	121,159	121,159
TOTALS			<u>\$ 4,397,148</u>	<u>\$ 1,013,205</u>	<u>\$ 5,410,353</u>

This budget amendment is justified as follows:
To amend the budget with additional DENR loan proceeds.

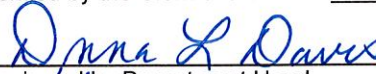
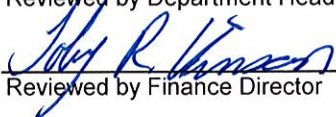
This will result in a net increase \$ 1,013,205 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
613.3710	910.100	DWSRF Revolving Loan	\$ 2,765,924	\$ 892,046	\$ 3,657,970
613.3980	980.611	From Greater Badin Fund	-	121,159	121,159
TOTALS			<u>\$ 2,765,924</u>	<u>\$ 1,013,205</u>	<u>\$ 3,779,129</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 _____

 5-10-16
 Reviewed by Department Head Date
 5-10-16
 Reviewed by Finance Director Date
 _____ Date
 Reviewed by County Manager Date

Posted by
Journal No.
Date



AMENDMENT NO: 2016-36

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, 2016:

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

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
611.9800	981.613	To Badin Water Rehab B	\$ -	\$ 121,159	\$ 121,159
TOTALS			<u>\$ -</u>	<u>\$ 121,159</u>	<u>\$ 121,159</u>

This budget amendment is justified as follows:

To amend the budget using Retained Earnings to cover the closing costs for Water Rehab Part B Project.

This will result in a net increase \$ 121,159 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
611.3991	990.100	Retained Earnings Approp.	\$ 22,000	\$ 121,159	\$ 143,159
TOTALS			<u>\$ 22,000</u>	<u>\$ 121,159</u>	<u>\$ 143,159</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Donna L. Davis _____ Date 5-10-16

Reviewed by Department Head _____ Date _____

John R. ... _____ Date 5-10-16

Reviewed by Finance Director _____ Date _____

Reviewed by County Manager _____ Date _____

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date May 16, 2016

Presenter: Donna Davis, Utilities Director

Consent Agenda	3B Regular Agenda
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ITEM TO BE CONSIDERED

Extension of Interlocal Agreement with Stanfield for Bulk Water Sales

Attached please find a proposed five (5) year contract extension to the 2006 Interlocal Agreement between Stanly County and Stanfield for bulk water sales.

The Town of Stanfield has reviewed and approved the proposed extension as presented.

Review and consider adoption of the proposed five (5) year contract extension with Stanfield for bulk water sales.

Subject

Requested Action

Signature: _____

Date: 5/11/2016

Dept Utilities

Attachments: Yes No

Review Process

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

Certification of Action

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

Tyler Brummitt, Clerk to the Board Date

NORTH CAROLINA
STANLY COUNTY

CONTRACT EXTENSION #1

THIS CONTRACT EXTENSION #1 is made and entered into this _____ day of _____, 2016 by and between Stanly County (hereinafter referred to as "County") party of the first part; and the Town of Stanfield (hereinafter referred to as "Town"), party of the second part;

The following section represents an extension of the original INTERLOCAL AGREEMENT entered into the 16th day of February, 2006 by and between Stanly County and the Town of Stanfield (hereinafter referred to as "Agreement"), a copy of which is attached hereto as "Exhibit A" and incorporated by reference herein. All terms, conditions, and covenants as stated in the Agreement apply to this contract extension as fully as if set forth herein. To the extent that the terms of this extension conflict with the terms of the Agreement, the terms set out below shall control.

- (a) The Agreement is hereby extended for an additional five (5) year term. Said term shall be from February 16, 2016 through February 15, 2021.

STANLY COUNTY

By _____

Date _____

Terry Scott Efirm, Chairman
Board of Commissioners
1000 North 1st Street, Suite 10
Albemarle, NC 28001

TOWN OF STANFIELD

By _____

Date _____

Kevin Barbee, Mayor
103 West Stanly Street
Stanfield, NC 28163

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

FINANCE DIRECTOR

CONTRACT DOCUMENTS

This written contract includes the following:

- A. INTERLOCAL AGREEMENT, Original; and
- B. CONTRACT EXTENSION #1.

Stanly County

Town of Stanfield

Initial _____

Initial _____

STATE OF NORTH CAROLINA

COUNTY OF STANLY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this the 16th day of February, 2006 by and between STANLY COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "Stanly," and the TOWN OF STANFIELD, a municipal corporation within the State of North Carolina, hereinafter referred to as "the Town."

WITNESSETH

WHEREAS, the Town secured grant funds for the construction of a water distribution system within and around the Town limits;

WHEREAS, the Town has, with said funds and at its own expense, constructed a water distribution system within the Town limits and beyond and has connected said system and will install metered connections to the West Stanly Water System, which system is operated by Stanly;

WHEREAS, the Town is in the process of obtaining Public Water System ID Numbers from the North Carolina Department of Environmental Health and Natural Resources for all metered connections to Stanly in order to operate a water distribution system and upon the obtaining of such permits desires to operate a water distribution system;

WHEREAS, Stanly has the capacity capable of serving the customers of the Town's system; has agreed to provide public water under this Agreement to the Town upon the Town obtaining the necessary permits; and reserves the absolute right to negotiate capacity with the Town;

WHEREAS, according to the procedures and provisions of North Carolina General Statute Chapter 153A, Article 15 and Chapter 160A, Article 20, Part 1, and upon the successful application of the Town in obtaining from the North Carolina Department of Environmental Health and Natural Resources the water supply number(s) necessary to operate its water system, a necessary prerequisite to the enforcement, of this agreement, the parties desire to enter into this Agreement for the purchase and sale of public water with each other in order to engage for the purposes and under the authority provided by law; and

WHEREAS, the parties desire to undertake such public enterprise to promote economic development, and to otherwise promote the health and welfare of the citizenry.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Except as may be limited by Stanly's ability to obtain water from the City of Albemarle pursuant to the Bulk Water Purchase Agreement setting forth capacity requirements, a copy of which is attached to this Agreement as Exhibit A, as may

be amended from time to time, Stanly agrees to supply water to the Town in order to enable the Town to supply the Town's users and agrees that it has sufficient capacity to supply the Town's users. Said water services shall be provided consistent with County's Utility Policies as may now exist or be lawfully modified in the future. In the event the City of Albemarle limits Stanly's ability to obtain water from it which actually impairs Stanly's ability to provide water to Stanfield, Stanly shall limit the supply of water to Stanfield by no more than the pro rata amount which Stanfield's water usage bears to the total amount of water supplied by the City of Albemarle to Stanly. Stanly shall provide written notice to the Town within five (5) days of becoming aware that the City of Albemarle may limit its supply of water to Stanly in a way which may actually impair Stanly's ability to provide Stanfield with its water requirements so that Stanfield may have the opportunity to obtain alternate sources.

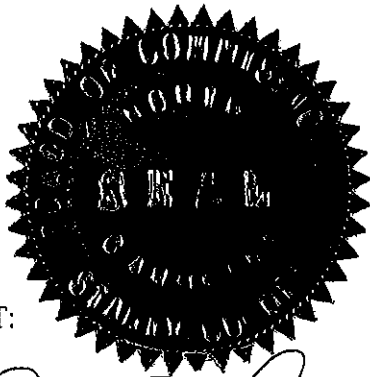
2. The Town has provided or will provide, at its sole expense, all labor and materials associated with the connection of Stanly's water supply to the Town's water distribution system, including the installation of master meters at each connection point to Stanly's line. Without limiting the foregoing, the Town's obligation includes the installation of all lines, taps, meters, meter boxes and apparatus reasonably necessary to connect Stanly's water supply to the Town's distribution system. All meters, meter boxes, lines and apparatus installed by the Town shall be compatible with the existing Stanly system. All master meters shall become the property of Stanly which shall be responsible for the operation, maintenance and calibration of all such master meters. Specifications describing the existing system are attached hereto as Exhibit B and incorporated herein by reference.
3. There shall be no expansion or extension of the existing water system without the appropriate State approval and any expansion or extension initiated by the Town shall be funded by the Town. The Town shall have the right to extend its water lines only after obtaining approval as to capacity from Stanly pursuant to the Bulk Water Purchase Agreement, which approval shall not be unreasonably withheld. This Interlocal Agreement shall extend to all territory presently within the Town's service area together with any territory that may be added by the Town to its service area during the term of this Agreement and any renewals.
4. As long as Stanly has billed the Town by the thirtieth (30th) day of a given month, The Town agrees to pay Stanly, not later than the twentieth (20th) day of the following month, for water delivered in accordance with the then-existing schedule of rates as may be determined from time to time by Stanly for its municipal customers, including the Town of Oakboro. The initial rate for water delivered to the Town by Stanly is:
 - a. One thousand one hundred sixty-six dollars and fifty-seven cents (\$1166.57) for the first seven hundred thousand (700,000) gallons, which amount is the minimum rate per month.

- b. One dollar and seventy-two cents (\$1.72) per one thousand (1000) gallons for water in excess of seven hundred thousand (700,000) gallons.
5. The Town shall maintain and operate the Town's water distribution system and shall be responsible for billing and collecting all fees from its customers for their use of the Town's water services.
6. Both the Town and Stanly have or will have Water Supply Management Numbers and thereby agree to operate and maintain their separate systems in compliance with State and Federal Regulations governing public water suppliers.
7. The parties acknowledge that the Town's water distribution system may serve to link or connect two or more distribution lines owned by Stanly. For and during the term of this Agreement, with appropriate State approval Stanly shall have the right to utilize portions of the Town's distribution system for the "flow through" of water to Stanly customers and Stanly may, at its own expense, add or accept through donation such extensions or additions to its existing distribution lines as Stanly deems appropriate and as may be allowed. The costs of any such extensions or additions shall be borne by Stanly, including but not limited to any costs associated with any alterations or additions to the Town's water distribution system and the cost of any metering systems required to measure the flow of water to Stanly. Prior to the connection of any such extensions or additions, Stanly will obtain the Town's consent as to any connections to the Town's water distribution system and the parties agree to negotiate an appropriate wheeling fee calculated upon the number of gallons of water "flowing through" the Town's system based on a financial model comparable to the Raftelis Study attached hereto as Exhibit C and incorporated here by reference (otherwise known as a "wheeling fee"). Stanly shall bear the cost of any study.
8. The parties acknowledge their respective ownership of water distribution systems exclusive of the other's existing distribution system. It is agreed that such property, as may currently exist or be expanded shall remain the property of Stanly or the Town as the case may be upon the expiration or termination of this Agreement.
9. This Agreement with the exception of changes in the capacity and rates may be amended only by a written document approved by both Stanly and the Town, duly voted upon in open session and recorded in the minutes of both boards and executed by the Mayor of the Town and the Chairman of the Board of Stanly.
10. This Agreement shall remaining effect for a term of five (5) years from date of execution by both parties hereto and will be renewed for an additional five (5) year term, unless either party provides a minimum of three (3) months written notice to the other party that the Agreement will not be renewed. If such notice is provided by either party, Stanly shall continue to provide water to Town until such time as the Town is able to secure an alternate source for water, it being the


intent of the parties that the Town be provided a continuous supply of water until such time as it is able to locate an alternative source. Town agrees to use its reasonable efforts to secure an alternative source of water. Upon the giving of any notice of non-renewal, the responsibilities under this Agreement shall continue in full force and effect until such time as those responsibilities are either appropriately assumed by or discharged to a third party or both parties accept all effects resulting from such non-renewal.

11. This Agreement contains the sole and entire agreement between the Town and Stanly regarding the consequences of ownership, operation and maintenance of water systems in the Town.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement pursuant to appropriate resolution spread upon the minutes of each party this the 16th day of February, 2006.



ATTEST:


Clerk, Stanly County Board of Commissioners

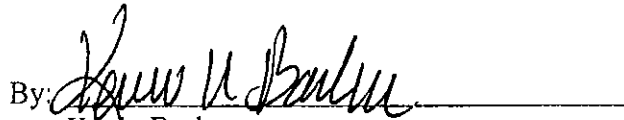
STANLY COUNTY, NORTH CAROLINA

By: 
Chairman
Stanly County Board of Commissioners

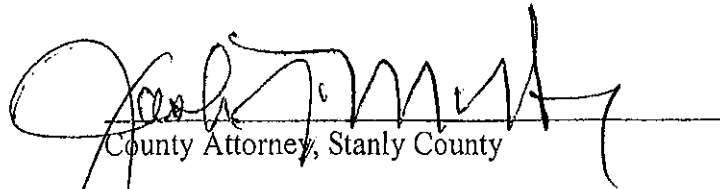
TOWN OF STANFIELD, NORTH CAROLINA

ATTEST:


Town Clerk

By: 
Kevin Barbee
Mayor, Town of Stanfield

Approval as to legal form:


County Attorney, Stanly County

Town Attorney, Town of Stanfield

ATTACHMENTS (A, B and C – Specifications)

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



(Signature of Finance Officer)



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Andy Lucas

_____ | 4
 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

CLOSEOUT PUBLIC HEARING FOR THE FY12 CDBG SCATTERED SITE HOUSING PROGRAM

Subject

Please see the attached notice published in the Stanly News & Press on Thursday, May 5th regarding the closeout public hearing for the above grant.

Requested Action

Request the Board hold the closeout public hearing for the FY12 Scattered Site Housing Grant.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes _____ No x

Review Process

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

Certification of Action

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

 Tyler Brummitt, Clerk to the Board Date

**NOTICE OF CLOSEOUT PUBLIC HEARING
STANLY COUNTY FY12 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Notice is hereby given that the Stanly County Board of Commissioners will hold a public hearing on Monday, May 16, 2016 at 7:00 PM in the County Commons Meeting Room located at 1000 N. First Street, Albemarle, NC 28001 to review and assess the performance of the County's FY12 Community Development Block Grant (CDBG) Scattered Site Housing Program. The County received \$225,000 in grant funds (100% of the total program costs) from the NC Department of Commerce. With these funds, the County provided housing reconstruction/rehabilitation assistance to four (4) low- and moderate-income (LMI) households. Project activities are nearly complete and the County is in the process of closing the grant.

All citizens are urged to attend the public hearing and make their views known prior to the submission of closeout information to the NC Dept. of Commerce. A public information file exists at the County Administration Building and may be viewed upon request. Residents will be given the opportunity to provide oral or written comment on the County's use of CDBG funds. For additional information or to submit written comments, please contact Ms. Tyler Brummitt, Clerk to the Board, 1000 N. First Street, Suite 10, Albemarle, NC 28001, phone 704-986-3600. Comments should be received by the County no later than Friday, May 13, 2016, and a written response will be made within 10 working days. Stanly County does not discriminate based on race, color, religion, sex, national origin, handicap, age, or familial status in the admission, access to, treatment, or employment in CDBG program and activities. Non-English speaking persons and other persons with disabilities requiring special accommodations should contact Stanly County at 704-986-3600, TDD Relay Service at 711, at least 48 hours prior to the scheduled meeting.

This information is available in Spanish or any other language upon request. Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Donna Davis al 704-986-3686 o en 1000 N. First Street, Albemarle, NC 28801, de alojamiento para esta comunicado.

Andy Lucas, County Manager



NOTES TO PUBLISHER: *The Stanly News and Press*

- Publish on or before **Thursday, May 5, 2016**
- Display advertisement in non-legal section.
- Approximate size 3" x 3".
- Send invoice and **affidavit of publication** to:
Tyler Brummitt
Stanly County
Clerk to the Board
1000 North First Street, Suite 10
Albemarle, NC 28001
704-986-3600 (phone)
704-983-3313 (fax)
tbrummitt@stanlycountync.gov

Public Hearing Narrative

This is the closeout public hearing for the Stanly County FY 2012 Community Development Block Grant (CDBG) Scattered Site Housing Program, grant number 12-C-2430. The purpose of this public hearing is to discuss the program performance, allow the citizens of Stanly County an opportunity to make any comments, and closeout the project.

In the spring of 2013, the County received \$250,000 in U.S. Department of Housing and Urban Development (HUD) CDBG funding from the North Carolina Department of Commerce (DOC).

Proposed project activities include Rehabilitation of up to four (4) households. All of the housing activities benefitted low- and moderate- income (LMI) households directly, for 100% benefit to LMI persons.

Program activities are nearly complete and grant funds are approximately 80% expended. The County expects 100% completion of activities and expenditures in the next few weeks. It is anticipated that no funds will be returned to NC Commerce. Final requisitions for funds and closeout documents will be submitted to DOC by the deadline of June 24, 2016.

This has been a successful project and remained in compliance with the required federal regulations associated with funding.

Does anyone have any questions/comments?



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Andy Lucas

_____ | 5A
 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.

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

ITEM TO BE CONSIDERED

APPOINTMENT TO THE STANLY WATER & SEWER AUTHORITY

Subject

Due to the recent resignation of SWSA member Mr. Don Brooks, it is requested the Board appoint a replacement to serve his unexpired term until January 21, 2017.

Enclosed are three (3) applications for your consideration.

Requested Action

Request the Board appoint a replacement to serve until January 21, 2017.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes _____ No x

Review Process

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

Certification of Action

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

Tyler Brummitt, Clerk to the Board Date _____



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Andy Lucas

Consent Agenda | Regular Agenda

5B

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.

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ITEM TO BE CONSIDERED

APPOINTMENT TO THE TOWN OF NORWOOD'S BOARD OF ADJUSTMENT & PLANNING BOARD

Subject

Please see the attached request from the Town of Norwood requesting the appointment of Richard Lilly.

Requested Action

Request the Board appoint Mr. Richard Lilly to serve on Norwood's Board of Adjustment & Planning Board with his term beginning January 1, 2016 - December 31, 2018.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes _____ No x

Review Process

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

Certification of Action

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

Tyler Brummitt, Clerk to the Board Date



Stanly County Board of Commissioners

Meeting Date May 16, 2016

Presenter: Andy Lucas, County Manager

Consent Agenda	Regular Agenda
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ITEM TO BE CONSIDERED

In accordance with NCGS 159-11(b), the FY 2016-2017 Recommended Budget will be presented to the Board.

Subject

Requested Action

1. No action required
2. The Public Hearing for the FY 2016-2017 Recommended Budget will be Monday, June 6
3. The Board will need to identify dates and times for a series of budget workshop meetings during the month of June.
4. Budget adoption is tentatively scheduled for Thursday, June 23, but this date can be adjusted.

Signature: Andy Lucas

Dept Central Administration

Date: 05/11/16

Attachments: yes X no

Review Process

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

Certification of Action

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Tyler Brummitt, Clerk to the Board Date

Stanly County Board of Commissioners



Meeting Date May 16, 2016

Presenter: Andy Lucas, County Manager

Consent Agenda	7 Regular Agenda
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ITEM TO BE CONSIDERED

Museum Relocation Discussion

The County has been evaluating the relocation of the museum from its current site on E. Main Street to the former City Hall Annex facility on 2nd Street. The City of Albemarle is seeking a lease that will require the County to replace all HVAC units and pay ½ of the cost of replacing the roof of the City Hall Annex facility (*see attached cost estimates*).

Subject

Additionally, the line of sight wireless communication technology used for Internet service at the existing museum location will not be feasible at the City Hall Annex facility. As such, the County's Information Technology staff has conservatively estimated the cost to install the infrastructure at \$16,500.

Further, the Convention and Visitors Bureau Board, via formal action, has expressed its desire to remain at the Stanly Commons facility. As such, County staff does not have a recommended action plan for the current museum facility.

Given the increased cost to relocate to the City Hall Annex and the uncertainty for how the current museum facility would be utilized, staff is not in a position to recommend relocation at this time.

Review and consider options for action.

Requested Action

Signature: Andy Lucas

Dept Central Administration

Date: 05/11/16

Attachments: yes no

Review Process

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

Certification of Action

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Tyler Brummitt, Clerk to the Board Date

Museum Relocation Expenses

1. 50% Shared Roof Replacement (per proposed lease agreement) =	\$16,500 #
2. IT Infrastructure =	\$16,500
3. HVAC Replacement (per proposed lease agreement) =	\$94,750 +
4. General Renovation (<i>funds budgeted in FY 15-16</i>) =	<u>\$20,000 *</u>
TOTAL	\$147,750

Per Michael Ferris' on 4/15/16 (quote of \$33,000 for replacement)

+ Budget based quote from Facility Systems Services, Inc. on 5/11/16

*The building has continued to deteriorate since the Board last took action on this item back in July/August 2015. Water damage to ceiling tiles, lights, wall covering and floor may have increased the amount of funds required to renovate the facility for use as a Museum.



Andy Lucas <alucas@stanlycountync.gov>

RE: Proposed Agreement for Use of the City Hall Annex

1 message

Ferris, Michael <mferris@ci.albemarle.nc.us>

Fri, Apr 15, 2016 at 9:23 AM

To: Andy Lucas <alucas@stanlycountync.gov>

Andy:

We have had a closer look at the roof and had a roofing company inspect it as well. It is clear the roof has too many years on it and is too far gone for a repair to make sense. The good news is the first quote we received is less than what I thought it would be and came in at approx. \$33,000. We are getting a second opinion on the roof as well as another quote.

In the meantime since the writing is on the wall concerning the roof, I have asked our Attorney to revise the agreement to include a 50/50 cost-sharing arrangement provision. I have asked for this change to be made by the first of next week so we can have it back shortly and move forward with the agreement.

I just wanted to give you this update. I will be back in touch when we get this revision added and I'll send it back to you. Thanks.

Michael J. Ferris
City Manager
City of Albemarle
P.O. Box 190
Albemarle, NC 28002-0190
(704) 984-9410
www.albemarlenc.gov



From: Andy Lucas [mailto:alucas@stanlycountync.gov]
Sent: Monday, March 21, 2016 4:34 PM
To: Ferris, Michael
Subject: Re: Proposed Agreement for Use of the City Hall Annex

Michael,



Facility Systems Services, Inc
 Comprehensive Building Solutions
 PO Box 1540, Matthews, NC 28106

Date: May 11, 2016
 Quote # GAL20160511.1

License# 23002

Budget Proposal

By and between:
and

Facility Systems Services, Inc.
 PO Box 1540
 Matthews, NC 28106

Stanly County Facilities Mgt.
 1000 North First Street
 Albemarle, NC 28001

Project: Budget Proposal: Old City Hall Annex Equipment Replacement

SCOPE OF WORK

Facility Systems Services, Inc., is pleased to provide a proposal to replace five HVAC units for the old City Hall Annex building as discussed. The following should clarify scope of work.

This Proposal includes the following:

- One new 20-ton split system heat pump
- One 7.5-ton split system heat pump
- Three 5-ton split system heat pumps
- Duct fittings to connect to existing ductwork
- New thermostats
- New refrigerant piping
- Disconnect and reconnect electrical and controls
- Replacing conduit and a portion of wiring on roof that is rotten and rusted through
- Replacing roof curb rails for new units to set on
- Crane fees
- Disposal of old equipment
- Labor: normal business hours 8:00 to 4:30

This Proposal will exclude the following:

- Overtime or holiday hours if required
- Any DDC controls
- Any modifications to any alarm systems
- Any modifications to structure to accommodate energy code

BUDGET PRICING

This agreement shall be provided for the sum of **\$94,750.00** payable at completion of project. FSS, Inc. reserves the right to "progress bill" if circumstances arise preventing completion of project in a timely manner.

Thank you for the opportunity to provide this proposal.

Facility Systems Services, Inc.

Stanly County Facilities Management

By: **Audie Lowery**

By:

Date: May 11, 2016

Date

DRAFT SENT FROM CITY OF ALBEMARLE ON 4/22/16

NORTH CAROLINA

STANLY COUNTY

LEASE

This lease made and entered into this _____ day of _____, 2016, by and between the City of Albemarle, a **municipal corporation, party of the first part; and the County of Stanly, a body politic and corporate, party of the second part, both of Stanly County, North Carolina;**

WITNESSETH:

That in consideration of the **agreements and covenants hereinafter set forth to be done and performed by said party of the second part, said party of the first part doth hereby demise and lease unto said party of the second part a certain parcel of land, together with the buildings and other improvements thereon situate, lying and being in Stanly County, North Carolina, and more particularly described as follows:**

Being that Building commonly known as the "City Hall Annex" located at 157 North Second Street, Albemarle, NC 28001.
(EXCEPT FOR A SMALL STORAGE ROOM IN THE BASEMENT IN FRONT OF THE ELEVATOR)

To have and to hold said lands and premises, together with all privileges and appurtenances thereunto belonging to him, the said party of the second part, and his heirs successors and assigns for the term and upon the conditions hereinafter set forth:

1. TERM: This lease shall begin as of May 1, 2016 and, unless sooner terminated as herein provided, shall exist and continue until the 30th day of April, 2026 (hereinafter referred to as "Term").

2. RENTAL: As rental for said premises said party of the second part shall pay to said party of the first part by mail or at the place of business of said party of the first part, and without

notice or demand therefor, the sum of One Dollar per year, payable on or before the 1st day of each May throughout the term hereof.

3. TAXES: During the term of this lease party of the first part shall pay all taxes and assessments imposed on the demised premises by any lawful authority, if any such taxes shall be due as party of the first part is presently exempt from the payment of ad valorem taxes.

4. LIGHTS, HEAT, WATER, AND SEWER: During the term of this lease party of the second part shall provide and pay for all lights, heat, water and sewer charges upon said demised premises.

5. "AS IS" ACCEPTANCE OF PROPERTY: Party of the second part accepts the premises from party of the first part in "as in" condition, except to the extent specifically provided elsewhere in the lease.

6. INITIAL REPAIRS/REPLACEMENTS/RENOVATIONS: Party of the second part and party of the first part shall share equally the cost of replacing the roof on the demised building. Thereafter, party of the first part shall be responsible for roof repairs during the term of the lease. Party of the second part shall be responsible for the replacement of all HVAC systems and the initial interior renovations.

7. REPAIRS AND MAINTENANCE BY PARTY OF THE FIRST PART: Subject to the provisions hereinafter contained with regard to damage by fire or other casualty and Paragraphs 6 and 8, party of the first part agrees to maintain the premises in good order and repair at the expense of party of the first part during the Term. Party of the first part's maintenance shall be limited to the maintenance and repair of the walls, floors, windows, doors, roof, heating, air conditioning, freight elevator, the automatic sprinkler, all HVAC systems, as well as electrical and plumbing systems. Party of the first part agrees to make proper repairs within a reasonable amount of time after the necessity, nature, and location thereof have been called to Party of the first part's attention by Party of the second part.

Should damages to the premises occur due to the willful misconduct or negligence of party of the second part, its agents or employees, damages by causes reasonable beyond party of the second part's control and ordinary wear and tear excepted, repairs shall be made by and at the expense of party of the second part. If party of the second part fails to make such repairs promptly, party of the first part, at its option, may make such repairs and party of the second part shall pay party of the first part on demand party of the first part's actual costs in making such repairs. Party of the first part shall not be made by party of the first part under this lease; however, repairs, alterations, or additions made by party of the first part shall be performed at a time mutually agreed upon by the party of the first part and party of the second part in an effort to minimize any disruptions to party of the second part's business/customers.

8. **REPAIRS AND MAINTENANCE BY PARTY OF THE SECOND PART:** Party of the second part shall maintain the non-structural portions of the interior of the premises in good repair and condition, damages by causes reasonably beyond part of the second part's control and ordinary wear and tear excepted.

9. **IMPROVEMENTS BY TENANT:** Party of the second part may at any time during the term of this lease make to the buildings on said demised premises alterations and additions as agreed upon by the party of the first part, but is agreed that all such alterations and additions shall be and become a permanent part of the real estate, and as such the property of party of the first part.

All repairs and additions made by party of the second part to the heating, lighting, and plumbing systems shall be considered a part of the real estate and, as such, the property of party of the first part, but party of the second part may remove all shelving, counters, showcases or other mercantile appliances belonging to party of the second part which can be removed without injury to the building.

10. **USE OF PREMISES:** It is expressly agreed that this lease is executed in order that party of the second part may conduct upon the demised premises the business of operating a historical museum celebrating local, city and county history and traditions, and that said premises shall not be put to any other use without the written consent of party of the first part.

11. **COVENANT OF QUIET ENJOYMENT:** Party of the first part covenants with party of the second part that party of the second part shall have the right of quiet enjoyment of the premises during the term of the lease.

12. **PARTY OF THE FIRST PART'S RIGHT OF ACCESS:** Party of the first part may, at any time during party of the second part's occupancy, upon reasonable notice to party of the second part of not less than 12 hours, during reasonable business hours enter either to view the premises to show the same to others, or to facilitate repairs to the building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein. Any introductions, replacements, repairs, alterations, additions, or removals made by party of the first part shall be performed at a time mutually agreed upon by party of the first part and party of the second part in an effort to minimize any disruptions to party of the second part's business/customers.

13. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

A. 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 (hereinafter collectively referred to as "Building Laws"), including, without limitation, the Americans With Disabilities Act of 1990, as amended. Party of the first part 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. Party of the first part shall cause the premises and all common areas to be continuously in compliance with all Building Laws (as the same may be amended from time to time).

B. Indemnification of Party of the Second Part- Part of the first part agrees to protect, defend, indemnify and hold party of the second part harmless from and against all liability threatened against or suffered by party of the second part by reason of a breach by party of the first part of the foregoing representations and warranties contained in the preceding Subparagraph 13.A. 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 party of the second part 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 EXPRESSLY UNDERSTOOD AND AGREED THAT THESE PARAGRAPHS "13 A & B" APPLY TO THE FIRST FLOOR ONLY OF THE DEMISED BUILDING.

14. DAMAGE OR DESTRUCTION BY FIRE: Should the building upon the demised premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this lease shall thereupon terminate.

15. BANKRUPTCY OR INSOLVENCY OF TENANT: It is expressly agreed that if at any time during the term of this lease party of the second part should be adjudged bankrupt or insolvent by any Federal or State court of competent jurisdiction, party of the first part may at his option declare this lease terminated and cancelled and take possession of said premises.

16. ASSIGNMENT AND SUBLETTING: Party of the second part shall not assign this lease or sublet any part of the demised property without the written consent of party of the first part.

17. OPTION BY LANDLORD TO TERMINATE LEASE: This lease is, however, executed and accepted subject to the condition that if said party of the first part should at any time during the term thereof make a bona fide sale of said premises and the purchaser thereof desire possession, party of the first part may terminate and cancel this lease by giving to party of the second part one hundred twenty (120) days' written notice of such sale and termination.

18. **OPTION BY TENANT TO TERMINATE LEASE:** If party of the second part has paid all installments of rental theretofore due and has done and performed all matters and things herein specified to be done and performed by him, he may at any time after one year from the date hereof terminate this lease by giving to the party of the first part one hundred twenty (120) days' written notice of his intention so to do.

19. **OPTION TO EXTEND:** Provided all installments of rental theretofore due have been paid and all other conditions of this lease have been properly complied with by him, parties of the first and second parts may extend this lease; and in the event of such extension, all of the terms and conditions as herein set out shall continue in full force and effect, except as modified by mutual consent of the parties.

20. **FORFEITURE FOR NONCOMPLIANCE:** It is expressly agreed that if any annual installment of rent as herein called for remains overdue and unpaid for thirty days, party of the first part may at his option at any time during such default declare this lease terminated and cancelled and take possession of said premises.

21. **INDEMNIFICATION:**

A. Indemnification of Party of the First Part- Party of the second part covenants and agrees to save party of the first part and party of the first part's employees and agents 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, arising out of or resulting from the negligence or misconduct of party of the second part in connection with its use or occupancy of the premises. It is the intent of this section to require party of the second part to indemnify party of the first part to the extent permitted under North Carolina law.

B. Indemnification of Party of the Second Part- Party of the first part covenants and agrees to save party of the second part and party of the second part's employees and agents 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, arising out of or resulting from the negligence or misconduct of party of the first part in connection with its ownership, maintenance, use or occupancy of the premises. It is the intent of this section to require party of the second part to indemnify party of the first part to the extent permitted under North Carolina Law.

C. Survival of Indemnification Provisions- The provisions of this Paragraph 21 shall survive the expiration of the Term.

22. Insurance:

A. Party of the First Part's Obligation to Provide Insurance- Party of the first part shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Party of the first part and Party of the second part, 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 party of the first part and its representatives arising out of and in connection with the ownership, maintenance, use, or occupancy of the premises. Party of the second party and party of the second part's employees and agents shall be named as additional insureds.

B. Party of the First Part's Fire Insurance- Party of the first part shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the premises, including any leasehold improvements made by either party of the first part or party of the second part, in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

C. Party of the Second Part's Obligation to Provide Insurance- Party of the second part shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of party of the first part and party of the second part, 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 party of the second part and its representatives arising out of and in connection with party of the second part's use of occupancy of the premises. Party of the first party and party of the first part's employees and agents shall be named as additional insureds.

D. Party of the Second Part's Fire Insurance- Party of the second part shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on party of the second part's contents located at the premises in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

23. WAIVER OF BREACH: The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this lease or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

24. WRITTEN LEASE- It is understood and agreed by and between the parties hereto that this lease contains the final and entire agreement between the parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

25. SEVERABILITY- 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.

26. FORCE MAJEURE- Whenever a period of time is herein prescribed for action to be taken by party of the first part and/or party of the second part, party of the first part and/or party of the second part 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 party of the first part and/or party of the second part.

27. 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 lease 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.

28. 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 THE PARTY OF THE FIRST PART:

City of Albemarle
Attn: Michael Ferris, City Manager
P.O. Box 190
Albemarle, NC 28002

TO THE PARTY OF THE SECOND PART:

County of Stanly
Attn: Andrew Lucas, County Manager
1000 North First Street, Suite 10

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.

29. MISCELLANEOUS: Whenever used herein the masculine shall include the feminine and the neuter; the singular shall include the plural; and reference to party of the "first" or "second" part shall include the respective parties' heirs, successors and assigns.

In Testimony Whereof, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

Attest: _____
Clerk

CITY OF ALBEMARLE
A Municipal Corporation

By: _____
Mayor

COUNTY OF STANLY
A Body Politic and Corporate

By: _____
Chairman of the
Board of Commissioners

Attest: _____
Clerk

NORTH CAROLINA
STANLY COUNTY

This is to certify that _____, Mayor of the City of Albemarle, North Carolina, personally appeared before me this day and **acknowledged** the due execution of the foregoing instrument on behalf of the City of Albemarle, a **Municipal Corporation**, by authority duly given by its City Council.

This _____ day of _____, 2016.

Notary Public

My Commission Expires:

NORTH CAROLINA
STANLY COUNTY

This is to certify that _____, Chairman of the Board of the County Commissioners for Stanly County, North Carolina, personally appeared before me this day and **acknowledged the due execution of the foregoing** instrument on behalf of the County of Stanly, a **Body Politic and Corporate**, by authority duly given by its County Commission.

This _____ day of _____, 2016.

Notary Public

My Commission Expires:



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Chairman Efirid

8

Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

CONSENT AGENDA

Subject

- A. Minutes – Regular meeting of April 18, 2016
- B. Finance – Request approval of the attached vehicle tax refunds
- C. Sheriff's Office – Request approval of budget amendment # 2016-34
- D. E-911 – Request approval of budget amendment # 2016-37

Requested Action

Request approval of the above items as presented.

Signature: _____

Dept. _____

Date: _____

Attachments: Yes _____ No x

Review Process

Certification of Action

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

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

 Tyler Brummitt, Clerk to the Board Date

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
APRIL 18, 2016**

COMMISSIONERS PRESENT:

- T. Scott Efird, Chairman
- Bill Lawhon, Vice Chairman
- Peter Ascitutto
- Joseph Burleson (Arrived at 7:02 p.m.)
- Tony Dennis
- Janet K. Lowder
- Gene McIntyre

STAFF PRESENT:

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

CALL TO ORDER

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, April 18, 2016 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman Efird called the meeting to order, gave the invocation and led the pledge of allegiance.

APPROVAL / ADJUSTMENTS TO THE AGENDA

Chairman Efird requested a closed session be added to the agenda to discuss a real estate transaction in accordance with G. S. 143-318.11(a)(5). Commissioner Dennis moved to approve the agenda as amended and was seconded by Commissioner Lowder. The motion carried by unanimous vote.

ITEM # 1 – NATIONAL DAY OF PRAYER PROCLAMATION

Presenter: Andy Lucas, County Manager

For Board consideration, the County Manager presented the proclamation declaring May 5, 2016 as a National Day of Prayer.

Commissioner Ascitutto moved to approve the proclamation and was seconded by Commissioner McIntyre. The motion passed with a vote of 7 – 0.

See Exhibit A - 2016 National Day of Prayer

ITEM # 2 – CONSENT AGENDA

Presenter: Chairman Efir

- A. Minutes – Regular meeting of April 4, 2016.
- B. Sheriff's Office – Request approval of the detention center medical plan as required each year.
- C. Finance – Request approval of the attached vehicle tax refunds for March 2016.
- D. Finance – Request acceptance of the Monthly Financial Report for Nine Months Ended March 31, 2016.
- E. Health Dept. – Request approval of budget amendments # 2016-32 and #2016-33.

By motion, Commissioner Dennis moved to approve the consent agenda as presented. His motion was seconded by Commissioner Ascitutto and the motion passed unanimously.

PUBLIC COMMENT – None.

BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS

Commissioner Burleson invited everyone to the Arbor Day Festival in Norwood the following weekend.

Commissioner McIntyre noted that he had attended the Senior Center's Volunteer Banquet on Thursday evening where more than 200 were in attendance. He commended the staff and volunteers on their hard work throughout the year as well as in preparing for the event.

Vice Chairman Lawhon reiterated Commissioner McIntyre's comments noting that the volunteers do a great job of supporting the Senior Center and that the center is something the county can be proud of. As a positive economic indicator, he noted that building permits have increased by 86% for the first quarter of this year versus the same period last year which means the building industry is becoming busy again and indicates a 53% increase in values as well. He also provided local manufacturing statistics noting that in the United States, 10.6% of people are employed in manufacturing, in North Carolina it is 12.6%, in the Charlotte region it is 13.6% and in Stanly County it is 14.9%.

Commissioner Ascitutto stated he had attended the Albemarle Downtown Development Commission meeting earlier in the day. During the meeting, Pfeiffer University President Dr. Colleen Perry Keith noted that Pfeiffer is looking to purchase the old Winn Dixie building in Albemarle to possibly house the university's occupational therapy and physician's assistant

programs which will include more than two hundred (200) students and seventeen (17) professors.

CLOSED SESSION

Commissioner Dennis moved to recess into closed session to discuss a real estate transaction in accordance with G. S. 143-318.11(a)(5). The motion was seconded by Commissioner Ascitto and passed by unanimous vote at 7:08 p.m.

ANNOUNCEMENT

After returning to open session, Commissioner Burleson moved that the Board take the following action:

Approve the County's intent to purchase the Town of Stanfield's fifty percent (50%) undivided interests in the Big Lick sewer transmission line and associated assets contingent upon the following:

1. NC DENR approval of ownership and permit name change
2. NC DOT approval of encroachment name change

The Board also authorized staff to negotiate any changes to the asset purchase agreement and assignment of easements in the best interest of the County, and authorized the Chairman or Vice Chairman (if Chair not available) to execute the asset purchase agreement and any associated easement assignments contingent on the aforementioned items.

Commissioner Dennis seconded the motion which then passed by unanimous vote.

RECESS

Vice Chairman Lawhon moved to recess the meeting until Monday, May 16, 2016 at 5:30 p.m. for a joint dinner meeting with the Library Board of Trustees in the Albemarle Main Library Meeting Room. The motion was seconded by Commissioner Dennis and carried by unanimous vote at 7:20 p.m.

Terry Scott Efird, Chairman

Tyler Brummitt, Clerk



Stanly County Board of Commissioners

Meeting Date: May 16, 2016
 Presenter: Consent

9B

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

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

Subject

Requested Action

Consider and approve the attached vehicle tax refunds.

Signature: Toby R. Hinson

Dept. Finance

Date: 5/06/16

Attachments: Yes No _____

Review Process

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

Certification of Action

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

 Tyler Brummitt, Clerk to the Board Date



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
11/20/2014 11:50 AM

Vendor Number	Payee Name	Primary Owner	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
2998	BATTEN, DAVID EDDIE	BATTEN, DAVID EDDIE	33601 CILLE RD	ALBEMARLE, NC 28001	01	Tax	(\$166.25)	\$0.00	(\$166.25)
					23	Tax	(\$12.41)	\$0.00	(\$12.41)
767	BOLEN, GARY DENZIL	BOLEN, GARY DENZIL	165 GEM LN	STANFIELD, NC 28163	01	Tax	(\$76.38)	Refund	\$178.66
					57	Tax	(\$36.48)	\$0.00	(\$76.38)
					11	Tax	(\$9.60)	\$0.00	(\$36.48)
2315	DERRY'S WELL DRILLING INC	DERRY'S WELL DRILLING INC	44283-A HWY 24-27-73E	ALBEMARLE, NC 28001	01	Tax	\$0.00	Refund	\$122.46
					50	Tax	(\$212.40)	\$0.00	\$0.00
					50	Vehicle Fee	(\$5.00)	\$0.00	(\$212.40)
					16	Tax	\$36.00	\$0.00	(\$5.00)
					30	Tax	(\$36.00)	\$0.00	\$36.00
3013	HARRIS, ALTHEA WASHINGTON	HARRIS, ALTHEA WASHINGTON	PO BOX 264	RICHFIELD, NC 28137	01	Tax	(\$77.18)	Refund	\$217.40
					60	Tax	(\$19.58)	\$0.00	(\$77.18)
					22	Tax	(\$8.06)	\$0.00	(\$19.58)
14070	HELMS, CHRISTOPHER PRESTON LORING	HELMS, CHRISTOPHER PRESTON LORING	34285 HERLOCKER RD	NEW LONDON, NC 28127	01	Tax	(\$136.44)	Refund	\$104.82
					18	Tax	(\$15.27)	\$0.00	(\$136.44)
3015	HIGHLAND BAPTIST OF NEW LONDON INC	HIGHLAND BAPTIST OF NEW LONDON INC	44056 HEARNE RD	NEW LONDON, NC 28127	01	Tax	(\$295.26)	Refund	\$151.71
					18	Tax	(\$33.05)	\$0.00	(\$295.26)
950	JONES, DORINDA MARIE	JONES, DORINDA MARIE	204 E SUNSET DR	LOCUST, NC 28097	01	Tax	(\$67.27)	Refund	(\$33.05)
					55	Tax	(\$36.15)	\$0.00	(\$67.27)
					55	Vehicle Fee	\$0.00	\$0.00	(\$36.15)
							\$0.00	\$0.00	\$0.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
12/20/2014 11:50:04

3019	LANCASTER, JENNIFER LEIGH	LANCASTER, JENNIFER LEIGH	726 FAITH ST	OAKBORO, NC 28129	01	Tax	(\$62.71)	\$0.00	Refund	(\$111.87)	
3007	THOMPSON, MICHAEL DAVID	THOMPSON, MICHAEL DAVID	36446B SHORT RD	ALBEMARLE, NC 28001	51	Tax	(\$38.37)	\$0.00	Refund	(\$101.08)	
3004	YOUNTS, JANE AMBER	YOUNTS, JANE AMBER	1710 MADISON AVE	GREENSBORO, NC 27403	01	Tax	(\$87.04)	\$0.00	Refund	(\$136.63)	
					24	Tax	(\$14.62)	\$0.00	Refund	(\$14.62)	
					16	Tax	(\$12.99)	\$0.00	Refund	(\$12.99)	
					11	Tax	(\$8.45)	\$0.00	Refund Total	\$1552.97	



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AMENDMENT NO: 2016-34

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, 2016:

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	550.000	Other Equipment	\$ -	\$ 12,500	\$ 12,500
TOTALS			\$ -	\$ 12,500	\$ 12,500

This budget amendment is justified as follows:

To amend the budget for the Sheriff's Office to purchase a K-9 using drug seizure funds and canteen profits.

This will result in a net increase \$ 12,500 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	310.24	Drug Seizure	\$ 17,516	\$ 6,250	\$ 23,766
110.3432	480.30	Canteen Profits	12,000	6,250	18,250
TOTALS			\$ 29,516	\$ 12,500	\$ 42,016

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] _____ Date 5/6/16

Reviewed by Department Head _____ Date _____

[Signature] _____ Date 5-6-16

Reviewed by Finance Director _____ Date _____

Reviewed by County Manager _____ Date _____

Posted by
Journal No.
Date



80

AMENDMENT NO: 2016-37

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, 2016:

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
110.4395	440.000	Service & Maint Contract	\$ 367,173	\$ (12,600)	\$ 354,573
110.4395	550.000	Other Equipment	11,600	12,600	24,200
TOTALS			<u>\$ 378,773</u>	<u>\$ -</u>	<u>\$ 378,773</u>

This budget amendment is justified as follows:

To transfer funds in the E-911 budget to purchase a bi-directional antenna that will allow for portable radio usage in the basement.

This will result in a net increase \$ - 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
TOTALS			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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 _____

Karen L. McDaniel
Reviewed by Department Head

05/12/2016
Date

John R. Vinson
Reviewed by Finance Director

5-12-16
Date

Reviewed by County Manager _____

Date

Posted by
Journal No.
Date