

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
NOVEMBER 6, 2017
7:00 P.M.**

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

SCHEDULED AGENDA ITEMS

1. RIDGECREST VFD TAX EXEMPT FINANCING & PUBLIC HEARING

Presenter: Andy Lucas, County Manager

2. PLANNING & ZONING

Presenter: Bob Remsburg, Planner 1

A. ZA 17-06 – Rezoning Request for Rodney Keck

- 1. Hold the public hearing.**
- 2. Request the Board take action to approve or deny the request.**

B. ZA 17-07 – ESA Albemarle NC, LLC

- 1. Hold the public hearing.**
- 2. Request the Board take action to approve or deny the request.**

C. ZA 17-08 – Rezoning Request for Casey Ammons

- 1. Hold the public hearing.**
- 2. Request the Board take action to approve or deny the request.**

**3. RESOLUTION TO PROCEED WITH A RATE REDUCTION MODIFICATION
AGREEMENT FOR THE COUNTY’S EXISTING SCHOOL CONSTRUCTION LOANS**

Presenter: Toby Hinson, Finance Director

4. BOARD & COMMITTEE APPOINTMENTS

- A. Board of Equalization & Review – Presenter: Clinton Swaringen**
- B. Library Board of Trustees – Presenter: Melanie Holles**
- C. Town of Norwood ABC Board – Presenter: Andy Lucas**
- D. Consolidated Human Services Board – Presenter: Andy Lucas**

5. STANLY COUNTY UTILITIES

Presenter: Donna Davis, Utilities Director

- A. Award of the installation contract for the SCADA replacement system.**
- B. Acceptance of the NC DEQ Clean Water SRF project award for the West Stanly WWTP & approval of other associated documents**
- C. Award of the engineering services contract for the West Stanly WWTP rehabilitation project.**

6. MEETING ROOM DESIGN PROPOSAL

Presenter: Andy Lucas, County Manager

7. CONSENT AGENDA

Presenter: Chairman Lawhon

- A. Minutes – Regular meeting of October 16, 2017.**
- B. Health Dept. – Request approval of budget amendment # 2018-11.**
- C. Finance – Request approval of the vehicle tax refunds for October 2017.**
- D. Central Admin. – Request approval of the vehicle lease & fleet management contract.**

PUBLIC COMMENT

BOARD COMMENTS, ANNOUNCEMENTS & COMMITTEE REPORTS

CLOSED SESSION: To discuss real estate 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 Monday, November 20th at 7:00 p.m.

Stanly County Board of Commissioners



Meeting Date November 6, 2017

Presenter: Andy Lucas, County Manager

Consent Agenda	<div style="border-left: 1px solid black; border-right: 1px solid black; height: 20px; margin: 0 auto;"></div> Regular Agenda
----------------	---

ITEM TO BE CONSIDERED

Ridgecrest VFD Tax Exempt Financing and Public Hearing

The Ridgecrest Volunteer Fire Department is seeking to finance up to \$265,000 for the purpose of a new tanker truck. Per the Internal Revenue Code, 1986, Section 147(f), a public hearing required and the Board must approve the financing given the debt will be incurred on a tax-exempt basis.

The new tanker truck will replace a 1990 Simon-Duplex tanker. The new tankers capacity will be 3,000 gallons as compared to the current 2,000 gallons. This will enhance the Department's "water on wheels" capacity to 5,000 gallons.

Subject

Requested Action

1. Hold required public hearing
2. Review and consider approval of the tax-exempt financing not to exceed \$265,000 from Uwharrie Bank for the purchase of a new tanker truck by the Ridgecrest Volunteer Fire Department.

Signature: Date: 11/01/17	Dept <u>Central Administration</u> Attachments: <input checked="" type="checkbox"/> Yes No																												
Review Process	Certification of Action																												
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th colspan="2" style="text-align: center;">Approved</th> <th style="text-align: center;">Initials</th> </tr> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> <th></th> </tr> </thead> <tbody> <tr> <td>Finance Director</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Budget Amendment Necessary</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>County Attorney</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>County Manager</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </tbody> </table>		Approved		Initials		Yes	No		Finance Director	<input type="checkbox"/>	<input type="checkbox"/>		Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>		County Attorney	<input type="checkbox"/>	<input type="checkbox"/>		County Manager	<input type="checkbox"/>	<input type="checkbox"/>		Other:	<input type="checkbox"/>	<input type="checkbox"/>		Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on <hr style="width: 80%; margin: 0 auto;"/> <hr style="width: 80%; margin: 0 auto;"/> Tyler Brummitt, Clerk to the Board Date
	Approved		Initials																										
	Yes	No																											
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>																											
Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>																											
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>																											
County Manager	<input type="checkbox"/>	<input type="checkbox"/>																											
Other:	<input type="checkbox"/>	<input type="checkbox"/>																											

Local Stanly County News & Sports
 And Listen for
 Weather and Current Conditions Each Hour!



*Leon Warren in
 the morning & the
 best in News Talk*



*Rick & Bubba in
 the morning and
 the best in Classic
 Hits all day long.*

24/7 Online Streaming at

www.1010wspc.com

Download our free mobile app and
 take us with you where ever you go.

**Stanly County
 Notice of Public Hearing
 Notice of Proposed Tax Exempt Loan for
 Ridgecrest Volunteer Fire Department**

Notice is hereby given to the general public who reside in the Ridgecrest Fire Service District that the Stanly County Board of Commissioners will hold a public hearing Monday, November 6, 2017 at 7:00 PM or as soon thereafter at the Stanly County Commons Meeting Room located at 1000 North First Street, Albemarle, North Carolina.

In accordance with Internal Revenue Code, 1986, Section 147(f), the purpose of the public hearing is to receive comments regarding a proposed tax-exempt loan not to exceed \$265,000 from Uwharrie Bank to the Ridgecrest Volunteer Fire Department for the purchase of a new tanker truck. The aforementioned financing will be secured by a security interest in or lien upon all or some portion of the project financed.

Please contact the Clerk's Office at (704) 986-3600 or at 1000 North First Street, Suite 10A, Albemarle, North Carolina for special accommodations related to this request at least 48 hours prior to the hearing.

06270133185

**State-wide coverage.
 Small-town service.**

At North Carolina Farm Bureau, we believe quality auto insurance is about more than saving a few bucks here and there - it's about a relationship. That's why we have local agents working for you in every county across the state. No matter where you are, competitive rates and fast, friendly service are always nearby. So pick up the phone, visit us online, or stop by for a face-to-face chat to find out how helping you is what we do best.

An Authorized Agency for



Auto • Home • Life • Health • Bank

www.ncfbins.com/stanly-parker/stanlycountyoffice



making a difference*

PO Box 338 | Albemarle, NC 28002
704.983.6181 tel | 704.983.5548 fax
uwharrie.com

October 27, 2017

Ridgecrest Volunteer Fire Department
24792 Millingport Road
Locust, NC 28097

Dear Board Members:

Uwharrie Bank (the "**Bank**") is pleased to offer the following proposal the ("**Proposal**") for Ridgecrest Volunteer Fire Department, Inc. (the "**Borrower**") in response to its Request for Financing Proposal to finance a new fire truck.

Purpose:

The financing contemplated by this Proposal (the "**Financing**") is for the purpose of purchasing a US Tanker Patriot Elliptical 3000 gallon tanker on a Kenworth T400 chassis. (the "**Use of Proceeds**").

Amount to be Financed:

The amount to be financed (the "**Financed Amount**") pursuant to the Financing is \$261,000.

Term, Interest Rate, and Corresponding Payments:

The Financed Amount will be disbursed to Borrower by Bank at Closing

The Financed Amount will be payable to Bank by Borrower in installment payments over the term set forth below (the "**Term**"), based upon the amortization period set forth below, and will bear interest (the "**Interest**") at the interest rate set forth below (the "**Interest Rate**") calculated on a 365 / 360 US day basis.

Term and Amortization	Interest Rate
Term of 10 Years	Fixed interest rate of 3.25%, Tax Exempt Rate

The Financed Amount will be repaid in 119 monthly payments in arrears of \$2,556.18 each with the first such payment due one month from closing, with a subsequent payment due monthly thereafter, and with the unpaid principal balance of the Financed Amount, and all accrued but unpaid interest thereon, due and payable in full at maturity.

See the amortization schedule attached as Addendum A for additional information on payments. The Financing will not be subject to a prepayment premium or yield maintenance.

Security:

The Financing will be secured by a first-priority lien and security interest against (i) the personal property financed with the Use of Proceeds, and (ii) all fixtures and other personal property attached to such real property or used in conjunction therewith (the "**Collateral**"), pursuant to one or more titles ("**Title(s)**") and/or one or more Uniform Commercial Code Financing Statements (the "**Financing Statement(s)**"), as appropriate.

Origination Fees:

\$0

Additional Terms and Conditions:

See attached Addendum B for additional terms and conditions, including without limitation conditions precedent to the obligation of Bank to close the Financing. Among such conditions are that the financial information concerning Borrower, which is detailed in the Addendum B, has been provided to Bank by Borrower, has been reviewed and deemed satisfactory by Bank. Borrower agrees to maintain their entire deposit account relationship with Bank.

This Proposal is valid for 60 days from date of this letter, and will expire if not accepted by Borrower on or before such date.

It is the mission of Uwharric Bank to enhance the economic well-being of the communities we serve by vigorously keeping local wealth in the community. This is accomplished by keeping your dollars working local for you in loans to businesses and individuals in our county and donations of time and money to local organizations and programs.

As your relationship manager, you receive my personal commitment to be at your service. . If you have any questions, feel free to call me at 704-991-1246. Again, thank you for the opportunity to submit this proposal for financing.

We look forward to working with you. Together, *we can make a difference!*

Sincerely,

Neil B. Senter

Neil B. Senter
Relationship Manager

Accepted this the 27 day of Oct., 2017.

Ridgecrest Volunteer Fire Department

By: *Clinton R. Furr*

Title: *Chairman*

Date: *10-27-20 17*

Addendum A
Amortization Schedule

See attached

Addendum B
Additional Terms and Conditions

1. Closing; Requirements for Closing.

- (a) The obligation of Bank to close the Financing (the “**Closing**”) is contingent upon satisfaction by Borrower of such terms and conditions as Bank and its counsel deem necessary to ensure the proper documentation of the Financing, the perfection of Bank’s liens and security interests in the Collateral, compliance with all laws and regulations applicable to Bank or Borrower relative to the Financing, and there being no material adverse change in the financial or other condition or prospects of Borrower or the Collateral (the “**Requirements**”).
- (b) The Requirements include that (i) the Interest is excludable from gross income for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on certain corporations, and is exempt from all present State of North Carolina income taxation, and (ii) Borrower’s obligation to Bank pursuant to the Financing be a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”).
- (c) The Requirements include that at least thirty (30) days on which Bank is open for business (each, a “**Business Day**”) prior to Closing Borrower will submit to Bank, its most current tax return (YE 2016) and its budget for Borrower’s fiscal year in which the Closing will occur, and the same have been reviewed and deemed satisfactory by Bank.
- (d) The Requirements include, without limitation, the provision by Borrower to Bank, at Borrower’s sole cost and expense, of the following at least five (5) Business Days prior to Closing:
 - (i) *Project Costs:* Bank to be provided with details of Project costs, invoices, purchase orders as appropriate for each vehicle and/or piece of equipment
 - (ii) *Insurance:* Evidence satisfactory to Bank that Borrower will have in effect at Closing (A) physical damage insurance covering that portion of the Collateral consisting of real property or tangible personal property, (B) general liability insurance, (C) workers’ compensation insurance, and (D) where the Use of Proceeds involves new construction builder’s risk insurance. The insurance must be in amounts, with companies, and on terms acceptable to Bank; it must show Bank as a mortgagee or loss payee, as instructed by Bank; and it must provide that for so long as the Financed Amount and the Interest have not been repaid in full it may not be modified or cancelled without at least thirty (30) days prior written notice to Bank.
 - (iii) *Lien and Litigation Searches:* Results satisfactory to Bank and Bank’s counsel of lien and litigation searches, showing no liens on the Collateral superior to those of Bank, and no litigation pending that would adversely affect the Collateral or Borrower’s ability to consummate the Financing and comply with its obligations under the Financing Documents.

- (iv) *Authority Documents:* Certified copies of resolutions approving the Financing in accordance with the requirements of applicable law, including without limitation Article 3 of Chapter 160A of the North Carolina General Statutes, in form and substance satisfactory to Bank and Bank's counsel.
- (v) *Approval Documents:* Evidence that the Financing has been approved by the North Carolina Local Government Commission, if required.
- (e) Bank will have no obligation to complete Closing if the Requirements have not been satisfied within 90 days of the date of this Proposal.

2. Financing Documentation.

- (a) The Financing and Bank's liens and security interests in the Collateral will be evidenced by a Promissory Note. The Financing Documents must be in form and substance satisfactory to Bank and its counsel. Should the parties fail to agree upon the terms of the Financing Documents, this Proposal will be null and void and neither party will have any further obligation to the other except pursuant to Section 3(a) of these Additional Terms and Conditions. All Financing Documents must be executed and delivered to Bank, and if required by Bank's counsel, filed or recorded, at or before Closing. It is assumed that Borrower's counsel will close the Financing.
- (b) The Financing Documents will require Borrower to furnish to Bank annually and at such other reasonable times as Bank may request current financial statements (including, without limitation, Borrower's annual budget as submitted or approved), and permit Bank or its agents and representatives to inspect Borrower's books and records and make extracts therefrom.
- (c) A written opinion (the "**Opinion**") will be furnished at, and effective as of, Closing by Borrower's independent counsel and the Opinion will be in form and substance satisfactory to Bank and its counsel. The Opinion will address the following matters: the legal status and authority of Borrower; the due authorization, execution, and delivery of the Financing Documents; the validity and enforceability of the Financing Documents; third-party consents, approvals, and authorizations; non-contravention of other agreements, laws, and court orders to which Borrower is a party or by which the Collateral is bound; compliance with public bidding, meeting, and notice requirements; the Use of Proceeds constituting a public purpose; the matters described in Section 1(b); the exemption of the Collateral from ad valorem taxes; the proper form of the Deed of Trust and / or the Financing Statement(s) for creating a valid lien against, and attachment of a security interest in, the Collateral; and such other matters as Bank and its counsel may request.

3. Miscellaneous.

- (a) Borrower will be responsible for the direct payment or reimbursement of Bank of all costs and expenses incident to the negotiation, due diligence investigation, documentation, and Closing of the Financing, including recording fees, intangible taxes, documentary tax fees or stamps, excise taxes and Bank's and Borrower's counsel fees. The foregoing amounts will be paid or reimbursed by Borrower even if Closing of the Financing does not occur.

- (b) This Proposal supersedes all prior discussions and proposals with respect to the Financing. No condition or other term of this Proposal may be waived or modified except in a writing signed by both Bank and Borrower.
- (c) Upon Closing of the Financing the provisions of this Proposal will be merged into and superseded by the provisions of the Financing Documents.
- (d) All facsimiles of signatures are intended to be binding and have the same legal effect as original signatures.
- (e) This Proposal is not assignable by Borrower.
- (f) This Proposal is governed by the laws of the State of North Carolina without giving effect to the conflict provisions thereof.



00000000000000000006010242017

AMORTIZATION SCHEDULE

Principal \$261,000.00	Loan Date 10-24-2017	Maturity 10-24-2027	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: RIDGECREST VFD

Lender: UWHARRIE BANK
PO BOX 338
ALBEMARLE, NC 28002-0338
(704) 983-6181

Disbursement Date: October 24, 2017
Interest Rate: 3.250

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-24-2017	2,556.18	730.44	1,825.74	259,174.26
2	12-24-2017	2,556.18	701.93	1,854.25	257,320.01
2017 TOTALS:		5,112.36	1,432.37	3,679.99	
3	01-24-2018	2,556.18	720.14	1,836.04	255,483.97
4	02-24-2018	2,556.18	715.00	1,841.18	253,642.79
5	03-24-2018	2,556.18	641.15	1,915.03	251,727.76
6	04-24-2018	2,556.18	704.49	1,851.69	249,876.07
7	05-24-2018	2,556.18	676.75	1,879.43	247,996.64
8	06-24-2018	2,556.18	694.05	1,862.13	246,134.51
9	07-24-2018	2,556.18	666.61	1,889.57	244,244.94
10	08-24-2018	2,556.18	683.55	1,872.63	242,372.31
11	09-24-2018	2,556.18	678.31	1,877.87	240,494.44
12	10-24-2018	2,556.18	651.34	1,904.84	238,589.60
13	11-24-2018	2,556.18	667.72	1,888.46	236,701.14
14	12-24-2018	2,556.18	641.07	1,915.11	234,786.03
2018 TOTALS:		30,674.16	8,140.18	22,533.98	
15	01-24-2019	2,556.18	657.07	1,899.11	232,886.92
16	02-24-2019	2,556.18	651.76	1,904.42	230,982.50
17	03-24-2019	2,556.18	583.87	1,972.31	229,010.19
18	04-24-2019	2,556.18	640.91	1,915.27	227,094.92
19	05-24-2019	2,556.18	615.05	1,941.13	225,153.79
20	06-24-2019	2,556.18	630.12	1,926.06	223,227.73
21	07-24-2019	2,556.18	604.58	1,951.60	221,276.13
22	08-24-2019	2,556.18	619.27	1,936.91	219,339.22
23	09-24-2019	2,556.18	613.85	1,942.33	217,396.89
24	10-24-2019	2,556.18	588.78	1,967.40	215,429.49
25	11-24-2019	2,556.18	602.90	1,953.28	213,476.21
26	12-24-2019	2,556.18	578.16	1,978.02	211,498.19
2019 TOTALS:		30,674.16	7,386.32	23,287.84	
27	01-24-2020	2,556.18	591.90	1,964.28	209,533.91
28	02-24-2020	2,556.18	586.40	1,969.78	207,564.13
29	03-24-2020	2,556.18	543.41	2,012.77	205,551.36
30	04-24-2020	2,556.18	575.26	1,980.92	203,570.44
31	05-24-2020	2,556.18	551.34	2,004.84	201,565.60
32	06-24-2020	2,556.18	564.10	1,992.08	199,573.52
33	07-24-2020	2,556.18	540.51	2,015.67	197,557.85
34	08-24-2020	2,556.18	552.89	2,003.29	195,554.56
35	09-24-2020	2,556.18	547.28	2,008.90	193,545.66
36	10-24-2020	2,556.18	524.19	2,031.99	191,513.67
37	11-24-2020	2,556.18	535.97	2,020.21	189,493.46
38	12-24-2020	2,556.18	513.21	2,042.97	187,450.49
2020 TOTALS:		30,674.16	6,626.46	24,047.70	
39	01-24-2021	2,556.18	524.60	2,031.58	185,418.91
40	02-24-2021	2,556.18	518.92	2,037.26	183,381.65
41	03-24-2021	2,556.18	463.55	2,092.63	181,289.02
42	04-24-2021	2,556.18	507.36	2,048.82	179,240.20
43	05-24-2021	2,556.18	485.44	2,070.74	177,169.46
44	06-24-2021	2,556.18	495.83	2,060.35	175,109.11
45	07-24-2021	2,556.18	474.25	2,081.93	173,027.18
46	08-24-2021	2,556.18	484.24	2,071.94	170,955.24

**AMORTIZATION SCHEDULE
(Continued)**

47	09-24-2021	2,556.18	478.44	2,077.74	168,877.50
48	10-24-2021	2,556.18	457.38	2,098.80	166,778.70
49	11-24-2021	2,556.18	466.75	2,089.43	164,689.27
50	12-24-2021	2,556.18	446.03	2,110.15	162,579.12
2021 TOTALS:		30,674.16	5,802.79	24,871.37	
51	01-24-2022	2,556.18	455.00	2,101.18	160,477.94
52	02-24-2022	2,556.18	449.12	2,107.06	158,370.88
53	03-24-2022	2,556.18	400.33	2,155.85	156,215.03
54	04-24-2022	2,556.18	437.19	2,118.99	154,096.04
55	05-24-2022	2,556.18	417.34	2,138.84	151,957.20
56	06-24-2022	2,556.18	425.27	2,130.91	149,826.29
57	07-24-2022	2,556.18	405.78	2,150.40	147,675.89
58	08-24-2022	2,556.18	413.29	2,142.89	145,533.00
59	09-24-2022	2,556.18	407.29	2,148.89	143,384.11
60	10-24-2022	2,556.18	388.33	2,167.85	141,216.26
61	11-24-2022	2,556.18	395.21	2,160.97	139,055.29
62	12-24-2022	2,556.18	376.61	2,179.57	136,875.72
2022 TOTALS:		30,674.16	4,970.76	25,703.40	
63	01-24-2023	2,556.18	383.06	2,173.12	134,702.60
64	02-24-2023	2,556.18	376.98	2,179.20	132,523.40
65	03-24-2023	2,556.18	334.99	2,221.19	130,302.21
66	04-24-2023	2,556.18	364.67	2,191.51	128,110.70
67	05-24-2023	2,556.18	346.97	2,209.21	125,901.49
68	06-24-2023	2,556.18	352.35	2,203.83	123,697.66
69	07-24-2023	2,556.18	335.01	2,221.17	121,476.49
70	08-24-2023	2,556.18	339.97	2,216.21	119,260.28
71	09-24-2023	2,556.18	333.76	2,222.42	117,037.86
72	10-24-2023	2,556.18	316.98	2,239.20	114,798.66
73	11-24-2023	2,556.18	321.28	2,234.90	112,563.76
74	12-24-2023	2,556.18	304.86	2,251.32	110,312.44
2023 TOTALS:		30,674.16	4,110.88	26,563.28	
75	01-24-2024	2,556.18	308.72	2,247.46	108,064.98
76	02-24-2024	2,556.18	302.43	2,253.75	105,811.23
77	03-24-2024	2,556.18	277.02	2,279.16	103,532.07
78	04-24-2024	2,556.18	289.75	2,266.43	101,265.64
79	05-24-2024	2,556.18	274.26	2,281.92	98,983.72
80	06-24-2024	2,556.18	277.02	2,279.16	96,704.56
81	07-24-2024	2,556.18	261.91	2,294.27	94,410.29
82	08-24-2024	2,556.18	264.22	2,291.96	92,118.33
83	09-24-2024	2,556.18	257.80	2,298.38	89,819.95
84	10-24-2024	2,556.18	243.26	2,312.92	87,507.03
85	11-24-2024	2,556.18	244.90	2,311.28	85,195.75
86	12-24-2024	2,556.18	230.74	2,325.44	82,870.31
2024 TOTALS:		30,674.16	3,232.03	27,442.13	
87	01-24-2025	2,556.18	231.92	2,324.26	80,546.05
88	02-24-2025	2,556.18	225.42	2,330.76	78,215.29
89	03-24-2025	2,556.18	197.71	2,358.47	75,856.82
90	04-24-2025	2,556.18	212.29	2,343.89	73,512.93
91	05-24-2025	2,556.18	199.10	2,357.08	71,155.85
92	06-24-2025	2,556.18	199.14	2,357.04	68,798.81
93	07-24-2025	2,556.18	186.33	2,369.85	66,428.96
94	08-24-2025	2,556.18	185.91	2,370.27	64,058.69
95	09-24-2025	2,556.18	179.28	2,376.90	61,681.79
96	10-24-2025	2,556.18	167.05	2,389.13	59,292.66
97	11-24-2025	2,556.18	165.94	2,390.24	56,902.42
98	12-24-2025	2,556.18	154.11	2,402.07	54,500.35
2025 TOTALS:		30,674.16	2,304.20	28,369.96	
99	01-24-2026	2,556.18	152.53	2,403.65	52,096.70
100	02-24-2026	2,556.18	145.80	2,410.38	49,686.32
101	03-24-2026	2,556.18	125.60	2,430.58	47,255.74
102	04-24-2026	2,556.18	132.25	2,423.93	44,831.81
103	05-24-2026	2,556.18	121.42	2,434.76	42,397.05
104	06-24-2026	2,556.18	118.65	2,437.53	39,959.52
105	07-24-2026	2,556.18	108.22	2,447.96	37,511.56
106	08-24-2026	2,556.18	104.98	2,451.20	35,060.36
107	09-24-2026	2,556.18	98.12	2,458.06	32,602.30
108	10-24-2026	2,556.18	88.30	2,467.88	30,134.42
109	11-24-2026	2,556.18	84.33	2,471.85	27,662.57
110	12-24-2026	2,556.18	74.92	2,481.26	25,181.31
2026 TOTALS:		30,674.16	1,355.12	29,319.04	

**AMORTIZATION SCHEDULE
(Continued)**

111	01-24-2027	2,556.18	70.47	2,485.71	22,695.60
112	02-24-2027	2,556.18	63.52	2,492.66	20,202.94
113	03-24-2027	2,556.18	51.07	2,505.11	17,697.83
114	04-24-2027	2,556.18	49.53	2,506.65	15,191.18
115	05-24-2027	2,556.18	41.14	2,515.04	12,676.14
116	06-24-2027	2,556.18	35.48	2,520.70	10,155.44
117	07-24-2027	2,556.18	27.50	2,528.68	7,626.76
118	08-24-2027	2,556.18	21.34	2,534.84	5,091.92
119	09-24-2027	2,556.18	14.25	2,541.93	2,549.99
120	10-24-2027	2,556.90	6.91	2,549.99	0.00

2027 TOTALS:		25,562.52	381.21	25,181.31	
---------------------	--	------------------	---------------	------------------	--

TOTALS:		306,742.32	45,742.32	261,000.00	
----------------	--	-------------------	------------------	-------------------	--

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Michael Sandy

Consent Agenda | Regular Agenda
 X 2A

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

Please Provide a Brief Description of your Presentations format: Verbal only

* 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

PUBLIC HEARING PLANNING AND ZONING

Subject

ZA 17-06 Rodney Keck requests to rezone three lots containing 4.26 acres and located at 36802 Auto Drive, New London from GB(General Business) to M-2(Heavy Industrial), Tax Record #138267, 36833, 10611. The Planning Board reviewed this request at its meeting on October 9, 2017 and voted unanimously to recommend approval.

Requested Action

It is requested that the Board of Commissioners hold a public hearing on this rezoning request and then approve or deny the rezoning request. If approved the Board should adopt the following statement as part of their motion: "The proposed location is in a growth area per the 2010 Stanly County Land Use Plan which also recommends 'to promote the economic development of Stanly County'".

Signature: 

Dept. Planning

Date: 10/18/17

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



PLANNING DEPARTMENT
1000 N. 1st Street, Suite 13-B
Albemarle, NC 28001
704-986-3667

MEMORANDUM

To: Stanly County Planning Board
From: Michael Sandy, AICP, CZO, Director of Planning
Date: October 23, 2017
RE: ZA 17-06 Rodney Keck, GB to M-2
Property located at 36802 Auto Drive, New London
Tax Record Numbers 138267, 36833, 10611

ZA 17-06 Rodney Keck requests to rezone three lots containing approximately 4.26 acres and located at 36802 Auto Drive, New London (TR#138267, 36833, 10611) from GB(General Business) to M-2(Heavy Industrial).

Rodney Keck requests that the three lots located at 36802 Auto Drive, New London containing approximately 4.26 acres be rezoned to M-2 Heavy Industrial. The property is currently zoned GB – General Business. The lots surrounding this property are GB, R-20 and RA. Properties located across US 52 are zoned RA and contain houses, property to the south is GB and is vacant. Property to the east and north are zoned R-20 and contain one home.

The property currently houses H&K Auto repair which specializes in auto-body repair. This shop is located over 500 feet from US 52. This shop, run by Mr. Keck, usually stores any vehicles being repaired in the shop which meets the requirements of the GB zoning district. Mr. Keck is proposing to sell the front portion of the property to East Albemarle Towing which will enable them to have a storage yard for damaged or inoperable vehicles which have been towed to that location. Currently, GB and M-1 zoning allow for the outside storage of up to five inoperable vehicles. The towing company anticipates having a larger amount of vehicles on the lot. Generally, vehicles on their lot are transferred to a repair facility or vehicle wrecking yard within a short amount of time. The only zoning district allowing more than five vehicles in outside storage is M-2. Since adjoining properties to the north and east are zoned residential, an appropriate buffer is required. Also, the outside storage of more than five inoperable vehicles requires the concealment of the vehicles behind a 10 foot wall or opaque fence.

Traffic on US 52 in this area averages 17,000 vehicles per day according to the 2013-2015 NCDOT traffic count. No traffic count was available for Auto Drive. Its primary use is to get to and from H&K Automotive.

This property is located in a growth area per the 2010 Stanly County Land-Use Plan. The Planning Board recommends approval of this request due to its location in a growth area and the economic investment and growth which development of the property will bring.



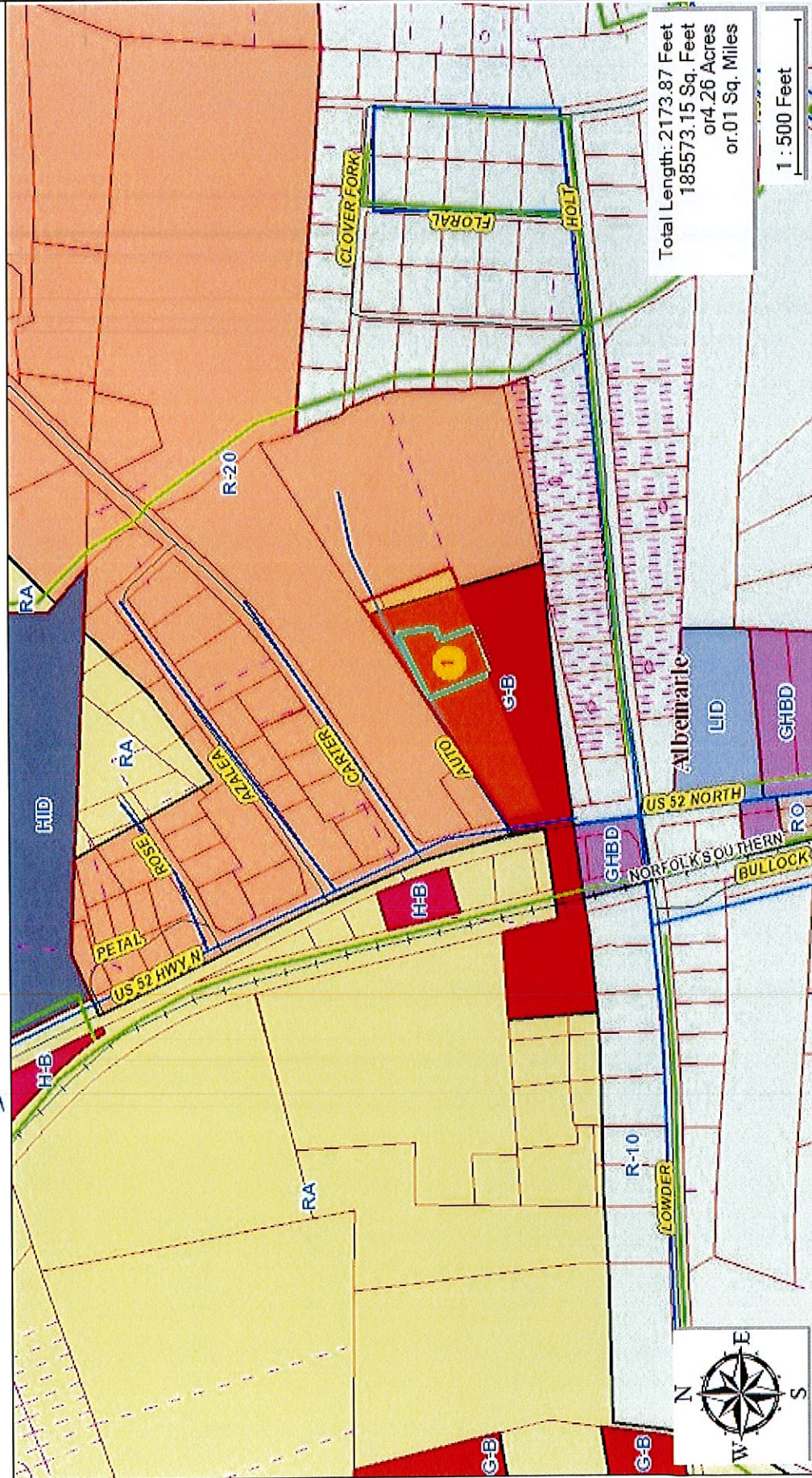
Stanly
Printed September 13, 2017
See Below for Disclaimer



Total Length: 2173.87 Feet
 185573.15 Sq. Feet
 or 4.26 Acres
 or 0.1 Sq. Miles

Scale: 1 : 125 Feet

This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternatIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



Total Length: 2173.87 Feet
 185573.15 Sq. Feet
 or 4.26 Acres
 or 0.01 Sq. Miles

1 : 500 Feet



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the Alterna TIF viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



Stanly County Planning Board October 9, 2017 - Meeting Minutes

Call to Order

Chairman Bob Loflin called the meeting to order on October 9, 2017, at 7:00 p.m. in the Partnership Meeting Room at 1000 N First Street, Albemarle, North Carolina. In the absence of Mr. Remsburg, Michael Sandy, Planning Director served as Clerk of the meeting.

Chair Loflin asked Mr. Sandy to call the roll.

Stanly County Planning Board Members Attending

Terry Smith
Ned Stallings
Frank Sparger
Kevin Brickman
Robert Loflin, Jr., Chair

Planning Board Members Absent:

John Eckman, III
Bob Davis

Stanly County Planning Staff Attending

Michael Sandy, Director of Planning

Others Present: Ray Smith, Charles Brown, Justin Vanderbroeck, Rodney Keck, Casey Ammons

Chair Loflin asked the Board to note the minutes of August 14, 2017. He asked if there were any corrections to the minutes. Hearing none, he asked for a motion to approve.

Motion: Frank Sparger made a motion to approve the August 14, 2017 minutes as written.

Second: Kevin Brickman seconded the motion.

Action: The Board unanimously approved this motion.

Chair Loflin announce the purposes of this meeting were to consider three requests to rezone parcels in the county.

The chair requested that Mr. Sandy present the case, ZA17-06.

Mr. Sandy shared:

ZA 17-06 Rodney Keck requests to rezone three lots containing approximately 4.26 acres and located at 36802 Auto Drive, New London from GB(General Business) to M-2(Heavy Industrial), TR #138267, 36833, 10611.

The lots surrounding this property are GB, R-20 and RA zoning districts. Properties located across US 52 are zoning RA and contain houses, property to the south is GB and is vacant, Property to the east and north are zoned R-20 and contain one home. The property currently houses H&K Auto repair which specializes in auto-body repair. This shop is located over 500 feet from US 52. Mr. Keck is proposing to sell the front portion of the property to allow a towing company to utilize this for a storage yard for damaged or inoperable vehicles. Since more than five inoperable vehicles may be on-site at any one time, the rezoning needs to be in the M-2 District which allows the larger number of vehicles to be stored. A buffer will be required between the property and the adjacent residential zoned areas including a 10 foot wall or opaque fence for the storage yard. Traffic on US 52 in this area averages 17,000 vehicles per day. This is located in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and in a growth area.

Chair Loflin invited Mr. Keck to speak about his request. Mr. Keck addressed the board and explained the purpose of the request. The Board was given the opportunity to ask any questions.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. There was no one wishing to speak.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lots will now go before the Board of Commissioners at their November 6, 2017 meeting.

The chair requested that Mr. Sandy present the second case, ZA17-08

Mr. Sandy reported:

ZA17-08 Casey Ammons request to rezone approximately 1acre owned by Lori Mills Greene just southeast of the corner of Webb Road and NC 200 Highway south from RA (Residential Agricultural) to M-1 (Light Industrial). Tax Record #138524.

The lots surrounding this property are RA except for the parcel acquired by Mr. Ammons and rezoned to M-1 on September 5th. Properties located across Webb Road and NC 200 are either within the Stanfield town limits or within the town's extra-territorial jurisdiction (ETJ). The adjacent properties are either used for residential, agricultural purposes and one lot contains a church building and cemetery. The church is Clark's Grove Primitive Baptist Church which no longer holds regular services. Two parcels just north and west of the property (but not adjoining) are zoned Industrial by the Town of Stanfield. These lots contain the Avdel/Stanley Fastening

approximately 18.75 acres of the Charles H. Sandifer, LER property which totals over 32 acres. Areas along the creek on the east side and the north side nearest Badin are not utilized for this project. Areas without sufficient existing vegetation to buffer the property will be required to have a vegetative buffer added. A 6' high chain link fence topped with barbed wire will surround the solar generating area. The system will connect to Duke Energy and a decommissioning plan has been submitted to the Planning Department. Traffic on NC 740 averages 4,300 vehicles per day. Broadway Road is lightly traveled. The property is in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and being in a growth area.

Chair Loflin invited Justin Vanderbroeck to speak in favor of the request on behalf of ESA Albemarle. Mr. Vanderbroeck explained the plan for development of the project and its use of the land for a solar generating facility.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. Mr. Ray Smith lives nearby and asked about the glare and appearance of the facility. His concerns were addressed by Mr. Vanderbroeck. The board asked about the value of the investment. Mr. Vanderbroeck estimated that the facility would be valued between \$3-\$4 million.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lot will now go before the Board of Commissioners at their November 6, 2017 meeting.

Adjournment

Chair Loflin asked if there was any additional business for the meeting. Hearing none, he asked for a motion to adjourn. Frank Sparger made the motion to adjourn with a second from Kevin Brickman. The motion was approved.

The meeting was adjourned at 7:45 p.m.

Robert Loflin, Chairman

Michael Sandy, Planning Director



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Michael Sandy

Consent Agenda | Regular Agenda
 X 2B

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

Please Provide a Brief Description of your Presentations format: Verbal only

* 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

PUBLIC HEARING PLANNING AND ZONING

Subject
 ZA 17-07 ESA Albemarle NC, LLC requests to add the overlay zoning district Solar Electric Power Generating System (SEPGS) to 18.75 acres of a lot owned by Charles H. Sandifer, LER located at the end of Broadway Road, Albemarle, Tax Record #5277. The Planning Board reviewed this request at its meeting on October 9, 2017 and voted unanimously to recommend approval.

Requested Action
 It is requested that the Board of Commissioners hold a public hearing on this overlay district request and then approve or deny the request. If approved the Board should adopt the following statement as part of their motion: "The proposed location is in a growth area per the 2010 Stanly County Land Use Plan which also recommends 'to promote the economic development of Stanly County'".

Signature: 

Dept. *Planning*

Date: *10/18/17*

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



PLANNING DEPARTMENT
1000 N. 1st Street, Suite 13-B
Albemarle, NC 28001
704-986-3667

MEMORANDUM

To: Stanly County Planning Board
From: Michael Sandy, AICP, CZO, Director of Planning
Date: October 23, 2017
RE: ZA 17-07 ESA Renewables SEPGS Overlay District
Property located at the end of Broadway Road, Albemarle
Tax Record Number 5277

ZA 17-07 ESA Albemarle NC, LLC requests to add the overlay zoning district SEPGS to 18.75 acres of a lot owned by Charles H. Sandifer, LER located at the end of Broadway Road, Albemarle (TR#5277).

ESA Albemarle NC, LLC requests to add the overlay zoning district Solar Electric Power Generating System (SEPGS) to a parcel located at the end of Broadway Road. The property is currently zoned RA – Residential Agricultural. The lots surrounding this property are zoned RA by either the County or by the Town of Badin with one lot facing NC 740 being zoned GB- General Business. The SEPGS designation will be added to the underlying district requirements and all permitted activities and requirements of the SEPGS designation will apply.

The property currently is mostly open and is cut periodically for hay. The east side of the property has a wooded creek and abuts the Badin Inn Golf Course. The business on NC 740 houses Moore Grading Company. Other adjacent properties are mostly farmland and some residential. The total property owned by Charles H. Sandifer, LER contains over 32 acres, of which, the generating system will lease approximately 18.75 acres. The areas along the creek on the east side and along the north side nearest Badin are not utilized for the solar project. Areas without sufficient existing vegetation will be required to have a vegetative buffer added. A 6' high chain link fence topped with barbed wire will surround the solar generating area. The system will connect to Duke Energy and a decommissioning plan has been submitted to the Planning Department.

Traffic on NC 740 in this area averages 4,300 vehicles per day according to the 2016 NCDOT traffic count. No traffic count was available for Broadway Road, however it primarily serves local traffic. There are five homes on Broadway Road.

This property is located in a growth area per the 2010 Stanly County Land-Use Plan. The Planning Board unanimously recommends approval of this request due to its location in a growth area and the economic benefit.

2.88 Miac PV SYSTEM

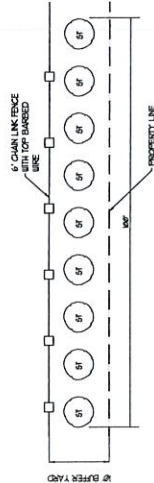
Number of PV Modules: 11210
 Module Type: Hyundai 350wp
 Module Tilt: 25°
 System Peak Power: 3,923,500 wp
 Module Orientation: South (Az 180°)
 Number of Inverters: Two (2) Eaton Power XPERT 1610 kW

Total Parcel Area: 32.64 acres
 Proposed lease area: 18.19 acres

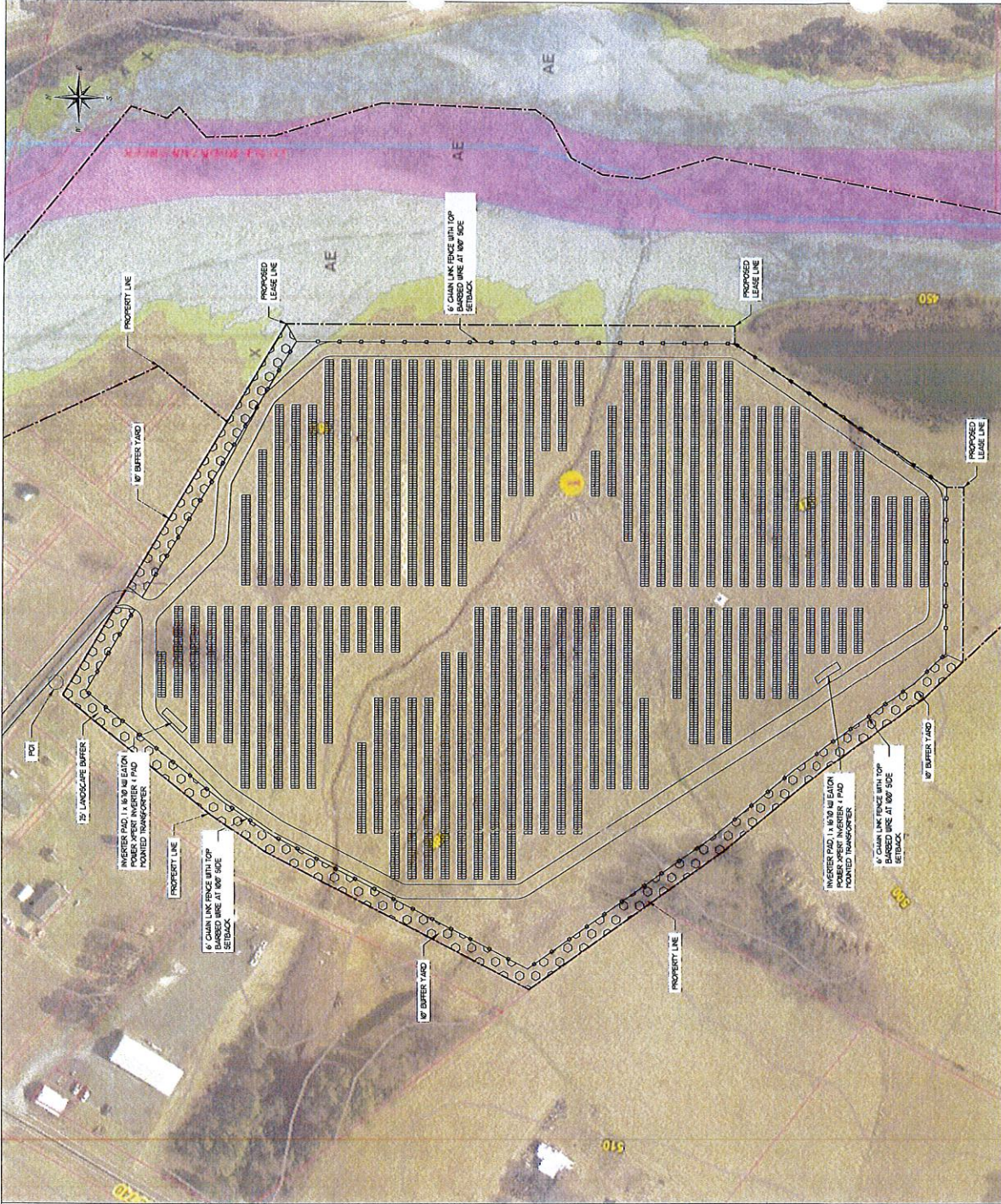
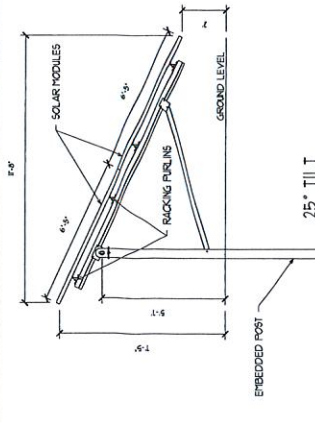
Project Owner:
 Albemarle Solar Farm
 4155 Saint Johns Parkway, Suite 1100
 Sanford, FL 32711

Site Location:
 35°23'43.38"N 80° 1'22.99"W

Layout is based on GIS information, not a survey.



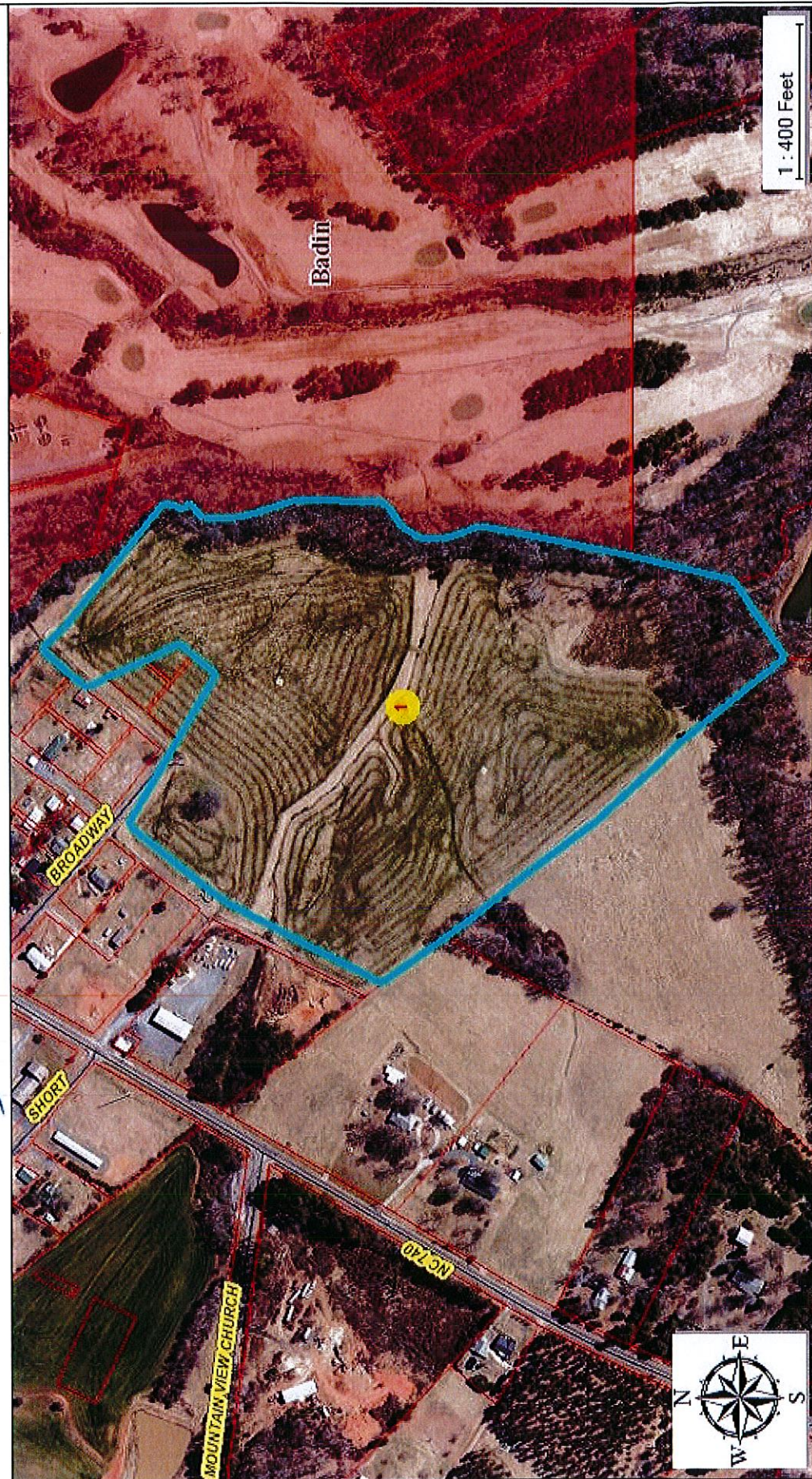
BUJERS YARD PLAN
 Nine (9) evergreen trees or shrubs
 per one hundred (100) linear feet



SCALE: 1/8"=1'-0"	DATE: 10/19/11												
PROJECT: 11210	PROJECT NAME: ESA Management Services, LLC												
DRAWN BY: G202	DRAWN BY: David K. Clark, P.E.												
CHECKED BY: [Signature]	CHECKED BY: David K. Clark, P.E.												
DATE: 10/19/11	DATE: 10/19/11												
SITE PLAN													
<p>esa H. A. H. A. S. E. R. V. I. C. E. S., P. L. L. C. 4155 Saint Johns Parkway, Suite 1100 Sanford, FL 32711 USA 407.268.6455 800.755.0861 FAX LIC. ICFP-1522</p>													
<p>ESA MANAGEMENT SERVICES, LLC 4155 Saint Johns Parkway, Suite 1100 Sanford, FL 32711 USA 407.268.6455 800.755.0861 FAX LIC. ICFP-1522</p>													
<p>PROJECT INFO: PROJECT NAME: ESA Management Services, LLC PROJECT NO: 11210 PROJECT DATE: 10/19/11 PROJECT LOCATION: 35°23'43.38"N 80° 1'22.99"W</p>													
<p>REVISIONS:</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/19/11</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>10/19/11</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>3</td> <td>10/19/11</td> <td>REVISED PER COMMENTS</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	10/19/11	ISSUED FOR PERMITS	2	10/19/11	REVISED PER COMMENTS	3	10/19/11	REVISED PER COMMENTS
NO.	DATE	DESCRIPTION											
1	10/19/11	ISSUED FOR PERMITS											
2	10/19/11	REVISED PER COMMENTS											
3	10/19/11	REVISED PER COMMENTS											



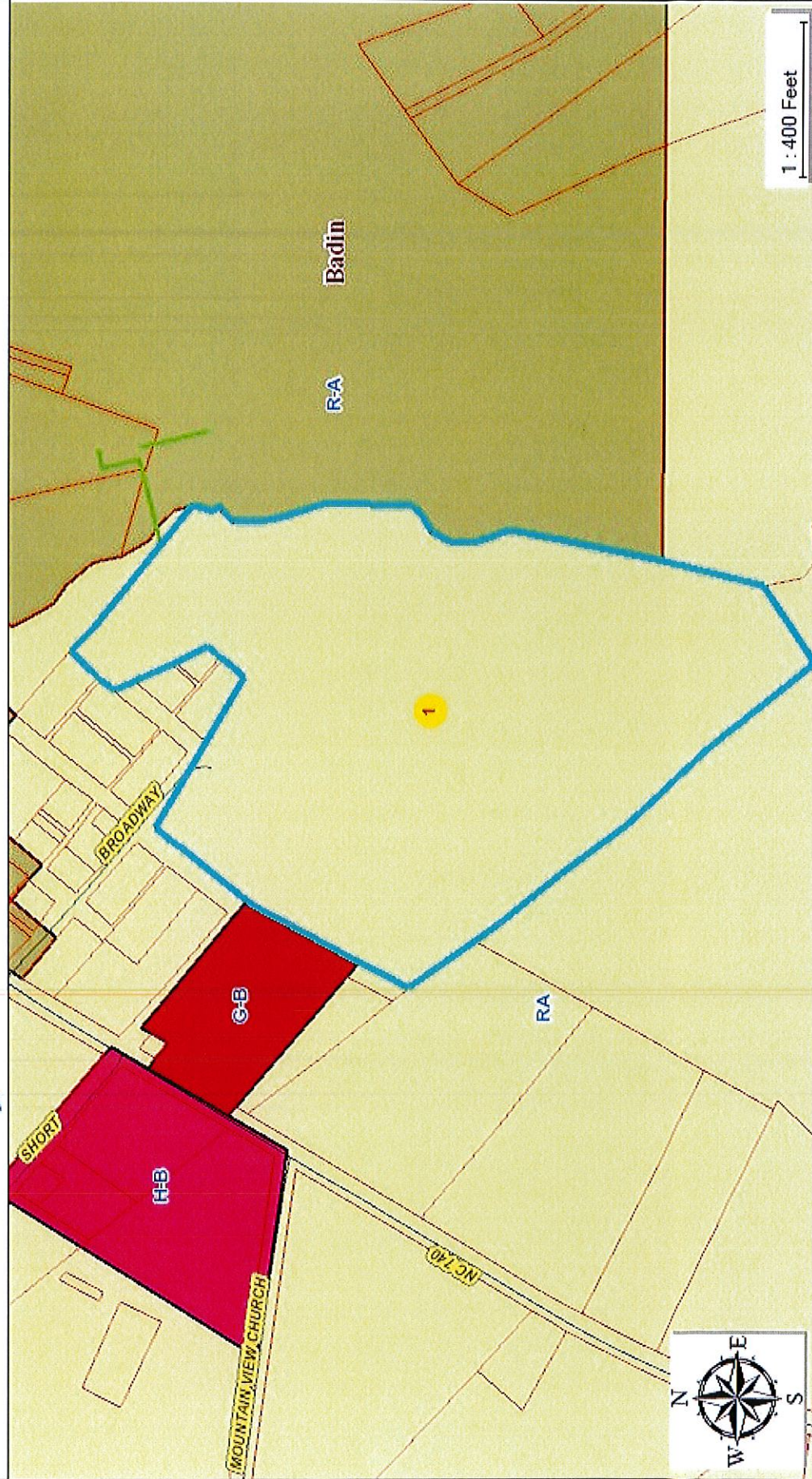
Stanly
 Printed September 22, 2017
 See Below for Disclaimer



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the Alternatiff viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



Stanly
 Printed September 21, 2017
 See Below for Disclaimer



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternatIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



Stanly County Planning Board October 9, 2017 - Meeting Minutes

Call to Order

Chairman Bob Loflin called the meeting to order on October 9, 2017, at 7:00 p.m. in the Partnership Meeting Room at 1000 N First Street, Albemarle, North Carolina. In the absence of Mr. Remsburg, Michael Sandy, Planning Director served as Clerk of the meeting.

Chair Loflin asked Mr. Sandy to call the roll.

Stanly County Planning Board Members Attending

Terry Smith
Ned Stallings
Frank Sparger
Kevin Brickman
Robert Loflin, Jr., Chair

Planning Board Members Absent:

John Eckman, III
Bob Davis

Stanly County Planning Staff Attending

Michael Sandy, Director of Planning

Others Present: Ray Smith, Charles Brown, Justin Vanderbroeck, Rodney Keck, Casey Ammons

Chair Loflin asked the Board to note the minutes of August 14, 2017. He asked if there were any corrections to the minutes. Hearing none, he asked for a motion to approve.

Motion: Frank Sparger made a motion to approve the August 14, 2017 minutes as written.

Second: Kevin Brickman seconded the motion.

Action: The Board unanimously approved this motion.

Chair Loflin announce the purposes of this meeting were to consider three requests to rezone parcels in the county.

The chair requested that Mr. Sandy present the case, ZA17-06.

Mr. Sandy shared:

ZA 17-06 Rodney Keck requests to rezone three lots containing approximately 4.26 acres and located at 36802 Auto Drive, New London from GB(General Business) to M-2(Heavy Industrial), TR #138267, 36833, 10611.

The lots surrounding this property are GB, R-20 and RA zoning districts. Properties located across US 52 are zoning RA and contain houses, property to the south is GB and is vacant, Property to the east and north are zoned R-20 and contain one home. The property currently houses H&K Auto repair which specializes in auto-body repair. This shop is located over 500 feet from US 52. Mr. Keck is proposing to sell the front portion of the property to allow a towing company to utilize this for a storage yard for damaged or inoperable vehicles. Since more than five inoperable vehicles may be on-site at any one time, the rezoning needs to be in the M-2 District which allows the larger number of vehicles to be stored. A buffer will be required between the property and the adjacent residential zoned areas including a 10 foot wall or opaque fence for the storage yard. Traffic on US 52 in this area averages 17,000 vehicles per day. This is located in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and in a growth area.

Chair Loflin invited Mr. Keck to speak about his request. Mr. Keck addressed the board and explained the purpose of the request. The Board was given the opportunity to ask any questions.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. There was no one wishing to speak.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lots will now go before the Board of Commissioners at their November 6, 2017 meeting.

The chair requested that Mr. Sandy present the second case, ZA17-08

Mr. Sandy reported:

ZA17-08 Casey Ammons request to rezone approximately 1acre owned by Lori Mills Greene just southeast of the corner of Webb Road and NC 200 Highway south from RA (Residential Agricultural) to M-1 (Light Industrial). Tax Record #138524.

The lots surrounding this property are RA except for the parcel acquired by Mr. Ammons and rezoned to M-1 on September 5th. Properties located across Webb Road and NC 200 are either within the Stanfield town limits or within the town's extra-territorial jurisdiction (ETJ). The adjacent properties are either used for residential, agricultural purposes and one lot contains a church building and cemetery. The church is Clark's Grove Primitive Baptist Church which no longer holds regular services. Two parcels just north and west of the property (but not adjoining) are zoned Industrial by the Town of Stanfield. These lots contain the Avdel/Stanley Fastening

facility and the Allen Storage facilities (formerly the Allendale Furniture Company). Mr. Ammons is proposing to use the lot for a vehicle repair shop. He plans to construct a building for this purpose. A vehicle repair shop is allowed in the GB – General Business District and in M-1. The GB district does not allow the storage of any unlicensed vehicles outside of the building, but the M-1 district allows up to 5 vehicles to be stored outside. Mr. Ammons plans to do storage in a fenced-in area. Because the surrounding properties are used for non-business purposes, the property and the storage area must be screened to meet the requirements of the zoning ordinance. This parcel is currently an open field and will require a septic system and a well. Traffic on NC 200 South in this area averages 1,300 vehicles per day according to the 2015 NCDOT traffic count. No traffic count was available for Webb Road. This property is located in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and in a growth area.

Chair Loflin invited Casey Ammons, petitioner, to explain his request.

Mr. Ammons shared that he has been able to acquire this adjacent one acre parcel and would like to add this to the area he has already acquired and rezoned. He would be operating a body shop at this location and hoped to build within one year. He anticipates 3-4 employees to work at this facility.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. There was no one wishing to speak.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Kevin Brickman made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Frank Sparger seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lot will now go before the Board of Commissioners at their November 6, 2017 meeting.

The chair requested that Mr. Sandy present the third case, ZA17-07.

Mr. Sandy reported:

ZA17-07 ESA Albemarle, LLC requests to apply a Solar Electric Power Generating System Overlay District to property owned by Charles H. Sandifer and Myra Elaine Moore, Broadway Road, Albemarle. Tax Record #5277.

The property is currently zoned RA(Residential Agricultural) and the lots surrounding this property are zoned RA by either the county or the Town of Badin. One nearby lot is zoned GB-General Business. The SEPGS designation will be added to the RA district regulations on

approximately 18.75 acres of the Charles H. Sandifer, LER property which totals over 32 acres. Areas along the creek on the east side and the north side nearest Badin are not utilized for this project. Areas without sufficient existing vegetation to buffer the property will be required to have a vegetative buffer added. A 6' high chain link fence topped with barbed wire will surround the solar generating area. The system will connect to Duke Energy and a decommissioning plan has been submitted to the Planning Department. Traffic on NC 740 averages 4,300 vehicles per day. Broadway Road is lightly traveled. The property is in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and being in a growth area.

Chair Loflin invited Justin Vanderbroeck to speak in favor of the request on behalf of ESA Albemarle. Mr. Vanderbroeck explained the plan for development of the project and its use of the land for a solar generating facility.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. Mr. Ray Smith lives nearby and asked about the glare and appearance of the facility. His concerns were addressed by Mr. Vanderbroeck. The board asked about the value of the investment. Mr. Vanderbroeck estimated that the facility would be valued between \$3-\$4 million.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lot will now go before the Board of Commissioners at their November 6, 2017 meeting.

Adjournment

Chair Loflin asked if there was any additional business for the meeting. Hearing none, he asked for a motion to adjourn. Frank Sparger made the motion to adjourn with a second from Kevin Brickman. The motion was approved.

The meeting was adjourned at 7:45 p.m.

Robert Loflin, Chairman

Michael Sandy, Planning Director



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Michael Sandy

X 2C

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 only

* 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

PUBLIC HEARING PLANNING AND ZONING

Subject

ZA 17-08 Casey Ammons request to rezone an approximately 1 acre lot southeast of the corner of Webb Road and NC 200 South Highway, Stanfield from RA(Residential Agricultural) to M-1(Light Industrial), Tax Record #138524. This is an adjacent parcel to the 1.87 acre lot which was rezoned on September 5th. The Planning Board reviewed this request at its meeting on October 9, 2017 and voted unanimously to recommend approval.

Requested Action

It is requested that the Board of Commissioners hold a public hearing on this rezoning request and then approve or deny the rezoning request. If approved the Board should adopt the following statement as part of their motion: "The proposed location is in a growth area per the 2010 Stanly County Land Use Plan which also recommends 'to promote the economic development of Stanly County'".

Signature: 

Dept. Planning

Date: 10/18/17

Attachments: Yes No

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date



PLANNING DEPARTMENT
1000 N. 1st Street, Suite 13-B
Albemarle, NC 28001
704-986-3667

MEMORANDUM

To: Stanly County Planning Board
From: Michael Sandy, AICP, CZO, Director of Planning
Date: October 23, 2017
RE: ZA 17-08 Casey Ammons, RA to M-1
Property located on the southeast corner of Webb Road and NC 200 South
Tax Record Number 138524

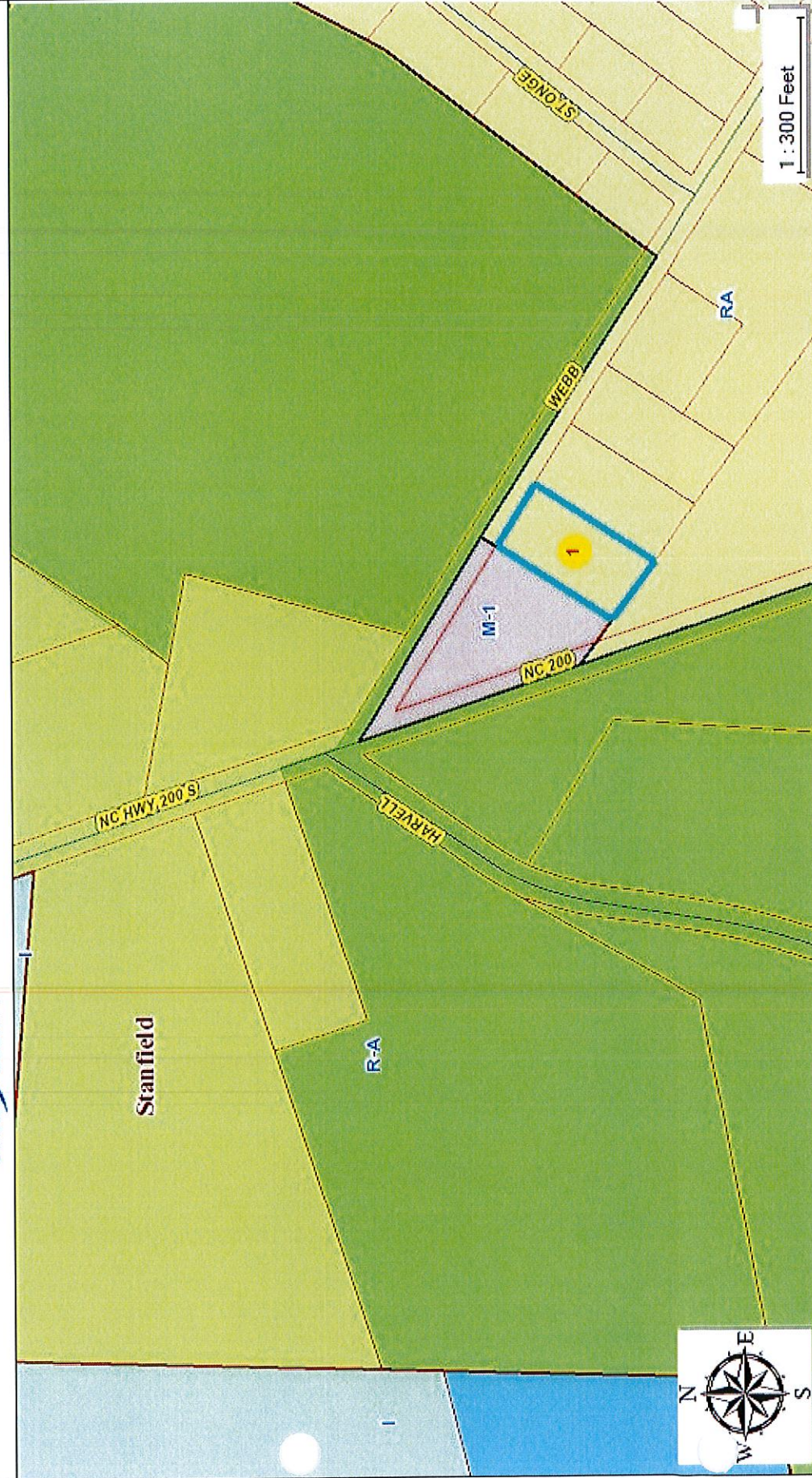
ZA 17-08 Casey Ammons requests to rezone an approximately 1 acre lot owned by Lori Mills Greene on Webb Road southeast of the corner of Webb Road and NC 200 Hwy South, Stanfield from RA (Residential Agricultural) to M-1(Light Industrial), Tax Record #138524.

Casey Ammons requests that the property located on Webb Road southeast of the corner of Webb Road and NC 200 South, Stanfield containing approximately 1 acre be rezoned to M-1 Light Industrial. (TR#138524). The property is currently zoned RA – Residential Agricultural. The lots surrounding this property are RA except for the parcel acquired by Mr. Ammons and rezoned to M-1 on September 5th. Properties located across Webb Road and NC 200 are either within the Stanfield town limits or within the town's extra-territorial jurisdiction (ETJ). The adjacent properties are either used for residential, agricultural purposes and one lot contains a church building and cemetery. The church is Clark's Grove Primitive Baptist Church which no longer holds regular services. Two parcels just north and west of the property (but not adjoining) are zoned Industrial by the Town of Stanfield. These lots contain the Avdel/Stanley Fastening facility and the Allen Storage facilities (formerly the Allendale Furniture Company). Mr. Ammons is adding this acreage to his plans for the adjoining parcel.

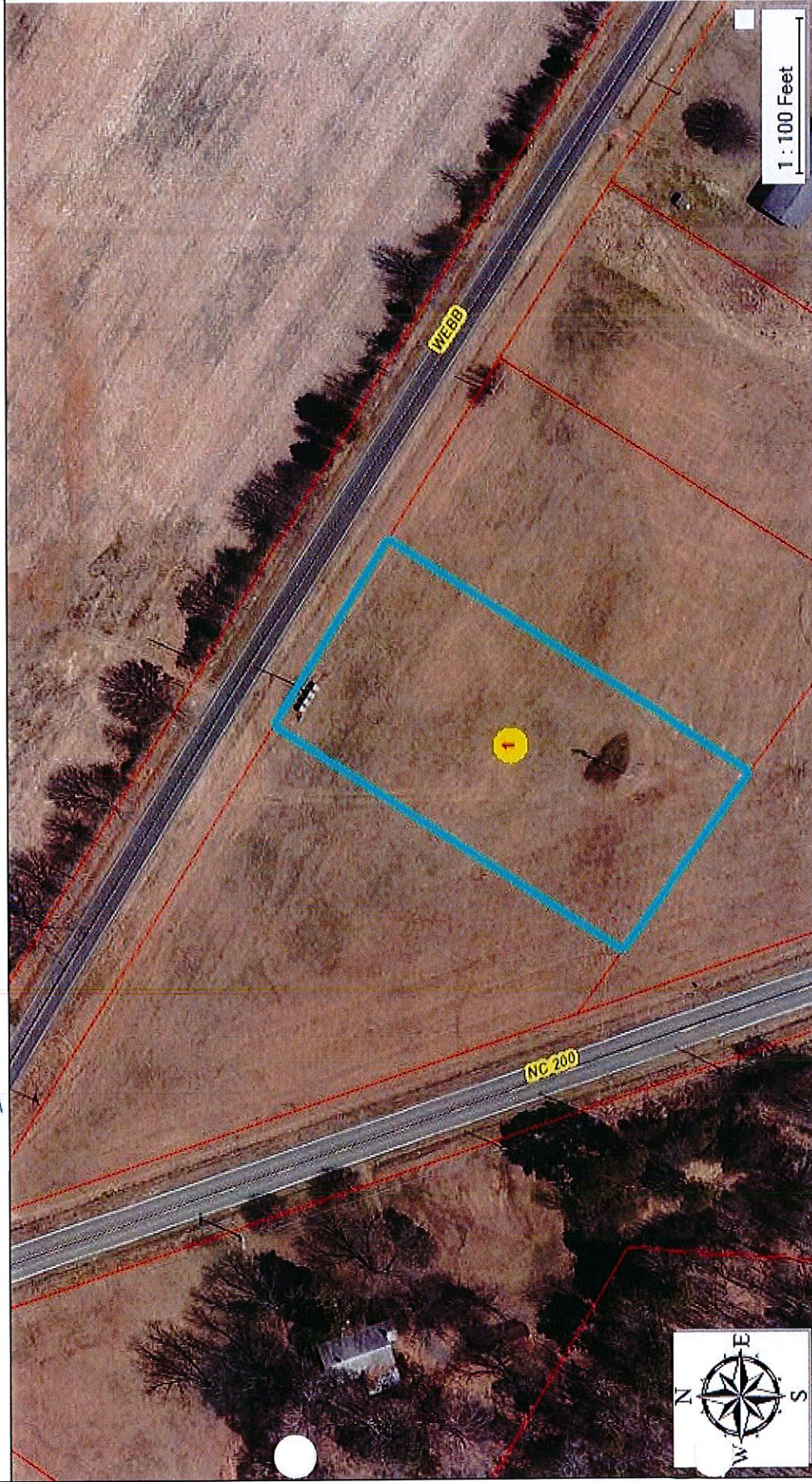
Mr. Ammons is proposing to use this lot and the one recently rezoned for a vehicle repair shop. He plans to construct a building for this purpose. A vehicle repair shop is allowed in the GB – General Business District and in M-1. The GB district does not allow the storage of any unlicensed vehicles outside of the building, but the M-1 district allows up to 5 vehicles to be stored outside. Mr. Ammons plans to do storage in a fenced-in area. Because the surrounding properties are used for non-business purposes, the property and the storage area must be screened to meet the requirements of the zoning ordinance. The M-1 district is “designed to accommodate industries and warehousing operations which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential and business districts.”

This parcel is currently an open field and will require a septic system and a well. Traffic on NC 200 South in this area averages 1,300 vehicles per day according to the 2015 NCDOT traffic count. No traffic count was available for Webb Road.

This property is located in a growth area per the 2010 Stanly County Land-Use Plan. The Planning Board unanimously recommends approval of this request due to its location on in a growth area and for the promotion of jobs and economic benefit for the County.



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternaTIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternatIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/>



Stanly County Planning Board October 9, 2017 - Meeting Minutes

Call to Order

Chairman Bob Loflin called the meeting to order on October 9, 2017, at 7:00 p.m. in the Partnership Meeting Room at 1000 N First Street, Albemarle, North Carolina. In the absence of Mr. Remsburg, Michael Sandy, Planning Director served as Clerk of the meeting.

Chair Loflin asked Mr. Sandy to call the roll.

Stanly County Planning Board Members Attending

Terry Smith
Ned Stallings
Frank Sparger
Kevin Brickman
Robert Loflin, Jr., Chair

Planning Board Members Absent:

John Eckman, III
Bob Davis

Stanly County Planning Staff Attending

Michael Sandy, Director of Planning

Others Present: Ray Smith, Charles Brown, Justin Vanderbroeck, Rodney Keck, Casey Ammons

Chair Loflin asked the Board to note the minutes of August 14, 2017. He asked if there were any corrections to the minutes. Hearing none, he asked for a motion to approve.

Motion: Frank Sparger made a motion to approve the August 14, 2017 minutes as written.

Second: Kevin Brickman seconded the motion.

Action: The Board unanimously approved this motion.

Chair Loflin announce the purposes of this meeting were to consider three requests to rezone parcels in the county.

The chair requested that Mr. Sandy present the case, ZA17-06.

Mr. Sandy shared:

ZA 17-06 Rodney Keck requests to rezone three lots containing approximately 4.26 acres and located at 36802 Auto Drive, New London from GB(General Business) to M-2(Heavy Industrial), TR #138267, 36833, 10611.

The lots surrounding this property are GB, R-20 and RA zoning districts. Properties located across US 52 are zoning RA and contain houses, property to the south is GB and is vacant, Property to the east and north are zoned R-20 and contain one home. The property currently houses H&K Auto repair which specializes in auto-body repair. This shop is located over 500 feet from US 52. Mr. Keck is proposing to sell the front portion of the property to allow a towing company to utilize this for a storage yard for damaged or inoperable vehicles. Since more than five inoperable vehicles may be on-site at any one time, the rezoning needs to be in the M-2 District which allows the larger number of vehicles to be stored. A buffer will be required between the property and the adjacent residential zoned areas including a 10 foot wall or opaque fence for the storage yard. Traffic on US 52 in this area averages 17,000 vehicles per day. This is located in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and in a growth area.

Chair Loflin invited Mr. Keck to speak about his request. Mr. Keck addressed the board and explained the purpose of the request. The Board was given the opportunity to ask any questions.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. There was no one wishing to speak.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lots will now go before the Board of Commissioners at their November 6, 2017 meeting.

The chair requested that Mr. Sandy present the second case, ZA17-08

Mr. Sandy reported:

ZA17-08 Casey Ammons request to rezone approximately 1acre owned by Lori Mills Greene just southeast of the corner of Webb Road and NC 200 Highway south from RA (Residential Agricultural) to M-1 (Light Industrial). Tax Record #138524.

The lots surrounding this property are RA except for the parcel acquired by Mr. Ammons and rezoned to M-1 on September 5th. Properties located across Webb Road and NC 200 are either within the Stanfield town limits or within the town's extra-territorial jurisdiction (ETJ). The adjacent properties are either used for residential, agricultural purposes and one lot contains a church building and cemetery. The church is Clark's Grove Primitive Baptist Church which no longer holds regular services. Two parcels just north and west of the property (but not adjoining) are zoned Industrial by the Town of Stanfield. These lots contain the Avdel/Stanley Fastening

facility and the Allen Storage facilities (formerly the Allendale Furniture Company). Mr. Ammons is proposing to use the lot for a vehicle repair shop. He plans to construct a building for this purpose. A vehicle repair shop is allowed in the GB – General Business District and in M-1. The GB district does not allow the storage of any unlicensed vehicles outside of the building, but the M-1 district allows up to 5 vehicles to be stored outside. Mr. Ammons plans to do storage in a fenced-in area. Because the surrounding properties are used for non-business purposes, the property and the storage area must be screened to meet the requirements of the zoning ordinance. This parcel is currently an open field and will require a septic system and a well. Traffic on NC 200 South in this area averages 1,300 vehicles per day according to the 2015 NCDOT traffic count. No traffic count was available for Webb Road. This property is located in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and in a growth area.

Chair Loflin invited Casey Ammons, petitioner, to explain his request.

Mr. Ammons shared that he has been able to acquire this adjacent one acre parcel and would like to add this to the area he has already acquired and rezoned. He would be operating a body shop at this location and hoped to build within one year. He anticipates 3-4 employees to work at this facility.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. There was no one wishing to speak.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Kevin Brickman made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Frank Sparger seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lot will now go before the Board of Commissioners at their November 6, 2017 meeting.

The chair requested that Mr. Sandy present the third case, ZA17-07.

Mr. Sandy reported:

ZA17-07 ESA Albemarle, LLC requests to apply a Solar Electric Power Generating System Overlay District to property owned by Charles H. Sandifer and Myra Elaine Moore, Broadway Road, Albemarle. Tax Record #5277.

The property is currently zoned RA(Residential Agricultural) and the lots surrounding this property are zoned RA by either the county or the Town of Badin. One nearby lot is zoned GB-General Business. The SEPGS designation will be added to the RA district regulations on

approximately 18.75 acres of the Charles H. Sandifer, LER property which totals over 32 acres. Areas along the creek on the east side and the north side nearest Badin are not utilized for this project. Areas without sufficient existing vegetation to buffer the property will be required to have a vegetative buffer added. A 6' high chain link fence topped with barbed wire will surround the solar generating area. The system will connect to Duke Energy and a decommissioning plan has been submitted to the Planning Department. Traffic on NC 740 averages 4,300 vehicles per day. Broadway Road is lightly traveled. The property is in a growth area per the 2010 Stanly County Land-Use Plan. Planning staff recommends approval of this request due to its location on a highway and being in a growth area.

Chair Loflin invited Justin Vanderbroeck to speak in favor of the request on behalf of ESA Albemarle. Mr. Vanderbroeck explained the plan for development of the project and its use of the land for a solar generating facility.

Chair Loflin asked if there was anyone present who wished to speak in favor of the request. No one spoke.

Chair Loflin asked if there was anyone present who wished to speak against the request. Mr. Ray Smith lives nearby and asked about the glare and appearance of the facility. His concerns were addressed by Mr. Vanderbroeck. The board asked about the value of the investment. Mr. Vanderbroeck estimated that the facility would be valued between \$3-\$4 million.

The chair reminded the board that this was a recommendation to the Board of Commissioners.

Motion: Frank Sparger made a motion to recommend approval of the rezoning of the lot to the Board of Commissioners.

Second: Terry Smith seconded the motion.

Action: The Board unanimously approved this motion.

The chair advised that the request to change the zoning on the lot will now go before the Board of Commissioners at their November 6, 2017 meeting.

Adjournment

Chair Loflin asked if there was any additional business for the meeting. Hearing none, he asked for a motion to adjourn. Frank Sparger made the motion to adjourn with a second from Kevin Brickman. The motion was approved.

The meeting was adjourned at 7:45 p.m.

Robert Loflin, Chairman

Michael Sandy, Planning Director



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Toby Hinson

Consent Agenda | Regular Agenda

3

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

Subject	The County has an opportunity to do a rate reduction on two school construction loans which are with BB&T. The current interest rate on both these loans is 3.67%. BB&T is offering a decrease in the rate to 2.69% which should provide a savings of around \$367,000 after costs of issuance through the term of the loan. The current combined balance on these loans is \$7,526,316. This is simply a reduction in the interest rate and maturity will remain the same as the existing debt. BB&T will combine these two loans into one. Attached are the resolution, modification agreement, and savings analysis for this rate modification.
Requested Action	Consider and approve the resolution to proceed with the rate modification.

Signature: <u>Toby R. Hinson</u>	Dept. _____
Date: <u>10/27/17</u>	Attachments: Yes _____ No <u> x </u>
Review Process	
	Approved Yes No Initials
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 _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF
STANLY, NORTH CAROLINA APPROVING A MODIFICATION AGREEMENT
AMENDING AN INSTALLMENT FINANCING AGREEMENT**

WHEREAS, the County of Stanly, North Carolina (the "County") a body politic and corporate of the State of North Carolina, entered into an Installment Financing Contract dated July 7, 2008 (the "2008 Agreement") with Branch Banking & Trust Company ("BB&T") to finance the cost of acquiring, constructing, and equipping various improvements to Locust Elementary School and Aquadale Elementary School at an annual interest rate of 4.48%;

WHEREAS, the County entered into a Modification Agreement dated December 29, 2011 (the "2011 Modification") with BB&T to modify and amend a \$6,200,000.00 portion of the 2008 Agreement and reduce the annual interest rate to 3.67%;

WHEREAS, the County entered into a Modification Agreement dated January 25, 2012 (the "2012 Modification") with BB&T to modify and amend a \$5,112,075.29 portion of the 2008 Agreement and reduce the annual interest rate to 3.67%;

WHEREAS, the County Board of Commissioners (the "Board") has determined that it would be in the best interest of the County to enter into an additional Modification Agreement (the "2017 Modification") to modify and amend the 2008 Agreement, as modified by the 2011 Modification and the 2012 Modification, and lower the interest rate paid by the County on the outstanding loan balance (\$7,526,316.46 as of November 9, 2017) from 3.67% to 2.69%. After payment of costs of issuance, this will save the County \$367,582.47 over the remaining term of the loan;

WHEREAS, the County and BB&T have agreed to again modify and amend the 2008 Agreement, as modified by the 2011 Modification and the 2012 Modification, to be dated on or about November 9, 2017;

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
COUNTY OF STANLY, NORTH CAROLINA, AS FOLLOWS:*

Section 1. The terms of the 2017 Modification are in the best interest of the County.

Section 2. The 2017 Modification is hereby approved. The County hereby authorizes the Chairman or Vice Chairman of the Board of Commissioners and the Clerk to the Board of Commissioners to execute, acknowledge, and deliver the 2017 Modification, together with all associated documents necessary and appropriate in order to consummate the transactions contemplated by the 2017 Modification and to implement and carry out the intent and purposes of this Resolution, containing such terms as are satisfactory to the County Manager and in form and substance satisfactory to the County Attorney, with such execution constituting the conclusive approval of the County.

Section 3. All motions, orders, resolutions and parts thereof in conflict herewith are repealed.

Section 4. This resolution is effective on the date of its adoption.

ACCEPTED this the 6th day of November, 2017.

W.D. Lawhon, Jr., Chairman
Stanly County Board of Commissioners

ATTEST:

Tyler Brummitt, Clerk to the Board

Commissioner _____ moved to approve the resolution as presented and seconded by Commissioner _____. The motion passed by the following vote:

AYES:

NAYS:

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this “Modification Agreement”) is dated as of November 9, 2017 (the “Modification Date”), and is between the **COUNTY OF STANLY, NORTH CAROLINA**, a public body of the State of North Carolina (the “County”), and **BRANCH BANKING AND TRUST COMPANY (“BB&T”)**.

This Modification Agreement, among other things, modifies and amends an Installment Financing Agreement dated July 7, 2008 (the “2008 Agreement”) between the County and BB&T, as modified by a Modification Agreement dated December 29, 2011 (the “2011 Modification”) and a Modification Agreement dated January 25, 2012 (the “2012 Modification”). The 2008 Agreement as modified by the 2011 Modification and the 2012 Modification is referred to herein as the “Original Agreements”.

The parties desire to modify the Original Agreements to adjust the rate of interest payable by the County on the outstanding balance of the principal amount financed pursuant to the Original Agreements from an annual interest rate of 3.67% to an annual interest rate of 2.69%.

Now, therefore, for and in consideration of the premises, and for the purposes described in the Original Agreements, the County and BB&T (and its respective heirs, successors and assigns) agree as follows:

1. Exhibit A to the 2008 Agreement (as amended) is hereby amended to read as set forth on Exhibit A attached to this Modification Agreement and incorporated herein by this reference. The annual rate on and after the Modification Date is 2.69%.
2. On the Modification Date, the County shall pay to BB&T (a) \$49,077.26, representing accrued interest to the Modification Date on the 2011 Modification, and (b) \$42,994.68, representing accrued interest to the Modification Date on the 2012 Modification.
3. The County hereby represents that it reasonably expects that the County, together with all subordinate entities thereof and any other entities which issue obligations on behalf of the County, will not issue more than \$10,000,000 of tax-exempt obligations (other than private activity bonds, except for qualified 501(c)(3) bonds) during the calendar year in which this Modification Agreement is executed. The County hereby designates its obligations under the Original Agreements as modified and amended by this Modification Agreement as a “*qualified tax-exempt obligation*” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
4. On the Modification Date, the County shall pay to BB&T a fee of \$5,000.
5. Except as modified by this Modification Agreement, the terms and provisions of the Original Agreements are in all respects ratified and confirmed.
6. This Modification Agreement affects the same real property as the Original Agreements.

7. Notwithstanding any other provision of this agreement or the Original Agreements, the County and BB&T intend to comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of such Section 160A-20.

8. This document may be executed in counterparts, including separate counterparts, all of which shall constitute but a single agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County has caused this Modification Agreement to be executed as of the day and year first above written by duly authorized officers.

ATTEST:

(SEAL)

**COUNTY OF STANLY,
NORTH CAROLINA**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Approved:

**BRANCH BANKING AND
TRUST COMPANY**

By: _____
Roxanne Crouch
Vice President

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Greg C. Gaskins
Secretary, North Carolina
Local Government Commission

By _____
[Greg C. Gaskins or
Designated Assistant]

[Signature page to Modification Agreement dated as of November 9, 2017]

EXHIBIT A

Revised Payment Schedule (Exhibit A) to an Installment Financing Agreement dated July 7, 2008 between the County and BB&T, as modified by a Modification Agreement dated December 29, 2011 and a Modification Agreement dated January 25, 2012.

Dated as of: November 9, 2017

Contract Number: 9933003660-00001

This Payment Schedule is issued pursuant to a Modification Agreement dated as of November 9, 2017 (the "Modification Agreement"). The Modification Agreement, among other things, modifies and amends the Original Agreements, as defined in the Modification Agreement. All terms used in this Payment Schedule have the meanings ascribed to them in the Original Agreements.

The payments required to repay the outstanding principal balance of the advance made pursuant to the 2008 Agreement (as defined in the Modification Agreement) (which amount outstanding as of November 9, 2017 is \$7,526,316.46) call for an amortization of 10.16 years. Payments are annual in arrears with a fixed principal component of \$684,210.59. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 2.69%.

Payments are due beginning on January 9, 2018, and annually thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on January 9, 2028, all as set forth in the attached amortization schedule.

SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance
11/9/2017						7,526,316.49
1/9/2018	684,210.59	2.690%	33,742.99	717,953.58		6,842,105.90
6/30/2018					717,953.58	6,842,105.90
1/9/2019	684,210.59	2.690%	184,052.65	868,263.24		6,157,895.31
6/30/2019					868,263.24	6,157,895.31
1/9/2020	684,210.59	2.690%	165,647.38	849,857.97		5,473,684.72
6/30/2020					849,857.97	5,473,684.72
1/9/2021	684,210.59	2.690%	147,242.12	831,452.71		4,789,474.13
6/30/2021					831,452.71	4,789,474.13
1/9/2022	684,210.59	2.690%	128,836.85	813,047.44		4,105,263.54
6/30/2022					813,047.44	4,105,263.54
1/9/2023	684,210.59	2.690%	110,431.59	794,642.18		3,421,052.95
6/30/2023					794,642.18	3,421,052.95
1/9/2024	684,210.59	2.690%	92,026.32	776,236.91		2,736,842.36
6/30/2024					776,236.91	2,736,842.36
1/9/2025	684,210.59	2.690%	73,621.06	757,831.65		2,052,631.77
6/30/2025					757,831.65	2,052,631.77
1/9/2026	684,210.59	2.690%	55,215.79	739,426.38		1,368,421.18
6/30/2026					739,426.38	1,368,421.18
1/9/2027	684,210.59	2.690%	36,810.53	721,021.12		684,210.59
6/30/2027					721,021.12	684,210.59
1/9/2028	684,210.59	2.690%	18,405.26	702,615.85		
6/30/2028					702,615.85	

**SCHOOL CONSTRUCTION LOAN RATE MODIFICATION 2.69%
SAVINGS ANALYSIS**

Fiscal Year	Prior Debt Service	New Debt Service	Savings
FY 2018	\$ 960,426.39	\$ 948,133.42	\$ 12,292.97
FY 2019	935,315.87	868,263.23	67,052.64
FY 2020	910,205.35	849,857.97	60,347.38
FY 2021	885,094.81	831,452.71	53,642.10
FY 2022	859,984.29	813,047.44	46,936.85
FY 2023	834,873.77	794,642.18	40,231.59
FY 2024	809,763.25	776,236.91	33,526.34
FY 2025	784,652.69	757,831.65	26,821.04
FY 2026	759,542.17	739,426.37	20,115.80
FY 2027	734,431.65	721,021.12	13,410.53
FY 2028	709,321.08	702,615.85	6,705.23
	<u>\$ 9,183,611.32</u>	<u>\$ 8,802,528.85</u>	<u>\$ 381,082.47</u>

Savings Summary

Total Savings	\$381,082.47
Less: BB&T Fees	(5,000.00)
First Tryon Advisors	(5,000.00)
Parker Poe	(3,500.00)
Net Savings	<u>\$367,582.47</u>



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Clinton Swaringen – Tax Administrator

X
4A

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

Board of Equalization and Review Appointments

Subject

The Board of Equalization and Review consists of 5 members. They hear appeals for real and personal property from taxpayers when there are disagreements on value between the taxpayer and the Tax Administration. Sammy Estridge, Jr. (current Chairman) and Richard Cosgrove, Jr. both have terms that expire on December 31, 2017. Jerry Almond resigned on 3/14/17 and the commissioners decided at their April 3, 2017 meeting to proceed with four members until December 31, 2017. Board members Jerry Burleson and Vickie Long have terms that expire December 31, 2019.

The Board of Commissioners need to appoint 3 new members to the Board of E & R with 4 year terms that will expire December 31, 2021. Statute 105-322(a) declares that the Board of Commissioners designates a chairman of the Board of E & R. I would highly recommend Jerry Burleson to be the chairman of this new Board of E & R.

Requested Action

No Action Requested at this time

Signature: *Clinton Swaringen*

Dept. _____

Date: 10-23-17

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

Meeting Date: Nov. 6, 2017
 Presenter: Melanie J Holles

_____ | **4B**
 Consent Agenda Regular Agenda

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

Please Provide a Brief Description of your Presentations format:

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

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

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

ITEM TO BE CONSIDERED

Subject	Jessica Holt resigned her Library Board of Trustees seat this summer while the board was on break. The Board has reviewed all of the current applications and is recommending Glenda Gibson be appointed to complete Ms. Holt's term.
Requested Action	Review and consider the appointments of one new Library Board of Trustee member to complete a term expiring June 30, 2019.

Signature: _____	Dept. _____
Date: _____	Attachments: Yes _____ No <u> x </u>
Review Process	
Approved	
	Yes No Initials
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: November 6, 2017
 Presenter: Andy Lucas

Consent Agenda | Regular Agenda

4C

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

NORWOOD ABC BOARD APPOINTMENT

Subject
 As a reminder, Mr. Chalmers Glenn has requested not to be reappointed to the ABC Board once his term expires in November 2017. It is requested the Board name a replacement to serve as county representative for a three (3) year term expiring November 2020.

There are no volunteer applications on file at this time.

Requested Action
 Request a new member be appointed to the Town of Norwood ABC Board for a three (3) year term ending November 30, 2020.

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



Meeting Date November 6, 2017

Presenter: Andy Lucas, County Manager

Consent Agenda	<div style="font-size: 2em; font-weight: bold; color: blue; margin-bottom: 5px;">4D</div> Regular Agenda
----------------	--

ITEM TO BE CONSIDERED

Consolidated Human Services Board Appointments

The existing members of both the Board of Health and Board of Social Services have developed a list of nominations for the initial consolidated Human Services Board. Attached please find the list of names submitted for consideration.

Per NCGS 153A-77, the Board can make initial appointments for less than the standard four (4) year term in order to have uniformed staggered terms. Further, the Board may appoint a member to concurrently fill more than one category of membership if an individual has the qualifications or attributes of more than one category of membership.

Review and consider the appointment of the consolidated Human Services Board per the nominating recommendations from the existing Board of Health and Board of Social Services.

Subject

Requested Action

Signature: 	Dept <u>Central Administration</u>																																			
Date: 11/01/17	Attachments: <input checked="" type="checkbox"/> Yes No																																			
Review Process	Certification of Action																																			
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 10%; text-align: center;">Approved</th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> </tr> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> <th style="text-align: center;">Initials</th> <th></th> </tr> </thead> <tbody> <tr> <td>Finance Director</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Budget Amendment Necessary</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>County Attorney</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>County Manager</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> </tr> </tbody> </table>		Approved					Yes	No	Initials		Finance Director	<input type="checkbox"/>	<input type="checkbox"/>			Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>			County Attorney	<input type="checkbox"/>	<input type="checkbox"/>			County Manager	<input type="checkbox"/>	<input type="checkbox"/>			Other:	<input type="checkbox"/>	<input type="checkbox"/>			Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on <hr style="width: 80%; margin: 0 auto;"/> Tyler Brummitt, Clerk to the Board Date
	Approved																																			
	Yes	No	Initials																																	
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>																																		
Budget Amendment Necessary	<input type="checkbox"/>	<input type="checkbox"/>																																		
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>																																		
County Manager	<input type="checkbox"/>	<input type="checkbox"/>																																		
Other:	<input type="checkbox"/>	<input type="checkbox"/>																																		



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
Presenter: Donna Davis, Utilities Director

_____ | **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.

** 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 County Utilities

Subject

Stanly County Utilities solicited proposals for the installation of a SCADA replacement system to provide an alarm/alert system and to remotely monitor 29 pump stations, tanks, and lift stations throughout the County. This new system will replace the approximately 20 year-old system currently in use by Utilities. Three hundred thousand dollars of retained earnings has been budgeted for this project. Proposals were received from Custom Controls Unlimited, Inc. (Raleigh, NC), Gopher Utility Services, Inc. (Kannapolis, NC), Lord & Company, Inc. (Fort Mill, SC), Instrumentation Services Inc. (Charlotte, NC), Dorsett Technologies (Yadkinville, NC), and Emerson Automation Solutions (Pittsburgh, PA).

Staff recommends the contract not to exceed \$272,901.15 be awarded to Lord & Company, Inc. of Fort Mill, South Carolina.

Requested Action

1) Award the installation of a SCADA replacement system contract not to exceed \$272,901.15 to Lord & Company, Inc. of Fort Mill, South Carolina.

Signature: _____ Date: October 31, 2017	Dept.: Utilities Attachments: Yes X No _____												
Review Process	Certification of Action												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%; text-align: center;">Approved</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">Initials</td> <td></td> <td></td> </tr> </table>		Approved						Yes	No	Initials			Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on _____ Tyler Brummitt, Clerk to the Board Date
	Approved												
	Yes	No	Initials										
Finance Director	_____												
Budget Amendment Necessary	_____												
County Attorney	_____												
County Manager	_____												
Other:	_____												

Stanly County Utilities SCADA Replacement RFP Evaluation - Overall Scoring

Criteria	Company Name					Possible Points
	Emerson	Dorsett	ISI	Lord & Co	Gopher	
Experience	25	25	25	25	25	25
Qualification	10	10	15	25	10	25
Local response and demonstrated familiarity with SC	10	10	10	25	25	25
Project approach	10	20	20	20	20	20
Fee/Cost of Services	1	3	5	5	3	5
Total Points	56	68	75	100	83	100

Stanly County Utilities SCADA Replacement RFP Evaluation - Dorsett

<u>Criteria</u>	<u>Notes</u>	<u>Points Possible</u>	<u>Points Obtained</u>
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	80+ total employees; 40 at the Yadkinville office 70% have 5 or more years experience; 30% have 20 or more years experience. 76 SCADA systems installed	25	25
Qualification and education of key staff including certifications and other relevant information	No staff specified	25	10
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	local office in Yadkinville, NC	25	10
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory	20	20
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$371,835 Instrumentation tech \$125/hour	5	3

Total Points

100	68
-----	----

Stanly County Utilities SCADA Replacement RFP Evaluation - Custom Control Unlimited, inc

Criteria	Notes	Points Possible	Points Obtained
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	22 employees; installed 100+ automation solutions for water/sewer	25	25
Qualification and education of key staff including certifications and other relevant information	Company staff with resumes - not specific to Stanly County team	25	20
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	Raleigh, NC City of Albemarle is a client	25	20
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory	20	20
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$233,000 Instrumentation tech \$90/hour	5	5

Total Points

100	90
-----	----

Stanly County Utilities SCADA Replacement RFP Evaluation - Gopher Utility Services, Inc

<u>Criteria</u>	<u>Notes</u>	<u>Points Possible</u>	<u>Points Obtained</u>
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	22 employees; installed 100+ automation solutions for water/sewer	25	25
Qualification and education of key staff including certifications and other relevant information	No staff specified	25	10
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	local office in Kannapolis, NC history of support and service in Stanly County	25	25
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory	20	20
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$349,326 Instrumentation tech \$125/hour	5	3

Total Points

100	83
-----	----

Stanly County Utilities SCADA Replacement RFP Evaluation - Lord & Company

Criteria	Notes	Points Possible	Points Obtained
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	27 employees including engineers, designers, technicians, and field service personnel 48 installed site in the Southeast US	25	25
Qualification and education of key staff including certifications and other relevant information	Senior Project manager - Tom Carico Programming Team Member - James Owens IT and Software Team Member - Michael Missaggia Field Service Team Member - Shan Munn Resumes included	25	25
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	local office in Fort Mill, SC two installation sites currently in Stanly County	25	25
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory Software hosting - requires less Stanly County IT support	20	20
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$272,901.15 Instrumentation tech \$140/hour	5	5

Total Points

100	100
-----	-----

Stanly County Utilities SCADA Replacement RFP Evaluation - Instrumentation Services Inc

Criteria	Notes	Points Possible	Points Obtained
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	35 ISI employees; 5 with primary responsibility for this project, based out of Charlotte 30-40 SCADA customers served over past 2 years	25	25
Qualification and education of key staff including certifications and other relevant information	Craig Hamilton - Project Manager copies of general certifications included	25	15
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	local office in Charlotte, NC	25	10
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory	20	20
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$279,584 Instrumentation tech \$95/hour	5	5

Total Points

100	75
-----	----

Stanly County Utilities SCADA Replacement RFP Evaluation - Emerson

Criteria	Notes	Points Possible	Points Obtained
Experience and success with similar projects (include information regarding on-time performance, close-out timeliness, etc.)	180 SCADA employees; 23 water/sewer SCADA system clients in the United States	25	25
Qualification and education of key staff including certifications and other relevant information	No staff specified	25	10
Demonstrated familiarity with Stanly County communities, systems and institutions location for customer response	local office in Charlotte, NC	25	10
Project approach to include planning and coordination with County staff for implementation and training.	Technical Approach to Project - Satisfactory product more than required for Stanly County need	20	10
Fee/Cost of Services (including hourly rates)	Proposal installation total - \$758,800 Instrumentation tech \$122/hour	5	1

Total Points	100	56
---------------------	------------	-----------



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Donna Davis, Utilities Director

_____ | 5B
 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 County Utilities

Stanly County Utilities has planned and obtained funding for the West Stanly WWTP rehabilitation project. NC DEQ Clean Water SRF has awarded the project \$3,058,300.00 in loan funds at 0% interest for a 20-year term. The funding is contingent on submission of a completed funding packet which includes:
 1) a funding offer and acceptance form, 2) a standard conditions for federal SRF loans, document, 3) a federal ID and DUNS number request form, 4) a sales-tax reimbursement certification form, 5) a fiscal sustainability plan certification form, 6) a certification regarding real property related to the project, 7) a professional engineering services procurement document, 8) an authorizing resolution, and 9) a capital project ordinance.

Request

- 1) acceptance of the project award and
- 2) approval of
 - A. the authorizing resolution and
 - B. the revised capital project ordinance.

Signature: _____

Dept.: Utilities

Date: October 31, 2017

Attachments: Yes X No _____

Review Process

Certification of Action

	Approved		Initials
	Yes	No	
Finance Director	—	—	
Budget Amendment Necessary	X		
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

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

County of Stanly
1000 N First Street, Suite 10
Albemarle, NC 28001

Project Number: CS370834-04
Project Number: E-SRF-T-17-464
CFDA Number: SRF 66.458

Drinking Water	<input type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Wastewater	<input checked="" type="checkbox"/>	Funding Increases		
State Revolving Fund (SRF)	<input checked="" type="checkbox"/>			\$ 3,058,300
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

West Stanly WWTP and Sanitary Sewer
Improvements

Total Financial Assistance Offer: **\$ 3,058,300**
Total Project Cost: **\$ 3,058,300**
Estimated Closing Fee*: **\$ 61,166**
For Loans
Principal Forgiveness: **\$ 0**
Interest Rate: **0% Per Annum**
Maximum Loan Term: **20 Years**


**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Kim H. Colson, P.E., Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

Signature:  Date: 10/4/17

On Behalf of: Stanly County
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature: _____ Date: _____

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following "super cross cutters" apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year's appropriation. This document can be found at www.epa.gov/ogd/tc.htm. Please note that nothing is submitted to the State's SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
8. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

**Stanly County Utilities
Revised Project Ordinance
West Stanly WWTP Rehabilitation Project**

BE IT ORDAINED, by the Stanly County Board of Commissioners 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 project authorized is the construction and rehabilitation of wastewater infrastructure associated with the West Stanly WWTP and the McCoy Creek Pump Station to be funded by a loan from the North Carolina Department of Natural Resources (NCDENR) Clean Water State Revolving Fund (CW SRF).

SECTION 2: The officers and employees of Stanly County Utilities are hereby authorized to proceed with the capital project within the terms of the budget contained herein.

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

Professional Services	\$ 375,000
Loan Closing and Administration	\$ 75,000
Land	\$ 25,000
Construction	<u>\$ 2,583,300</u>
	\$ 3,058,300

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

NC DENR CW SRF	\$ 3,058,300
----------------	--------------

SECTION 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient detailed accounting records to satisfy the requirements of the grantor agencies and state and local regulations.

SECTION 6: Funds may be advanced from the County general fund for the purpose of making payments as due. Reimbursement requests should be made to the appropriate grantor agencies 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.

SECTION 8: The finance officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

SECTION 9: Copies of this capital project ordinance shall be filed with the Clerk to the Board of Directors and the finance officer for future direction in carrying out this project.

Adopted this 6th day of November, 2017.

W. D. Lawhon, Jr., Board Chair

Tyler Brummitt, Clerk



County of Stanly
1000 North First Street
Suite 10
Albemarle, NC 28001

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply system, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$3,058,300 for the rehabilitation of a wastewater treatment plant project described as the West Stanly WWTP and Sanitary Sewer Improvements Project which involves general repairs, replacement and upgrades to existing WWTP processes and facilities including replacement of mechanical equipment for clarifier number 1, return sludge pump station, office/laboratory facility improvements and general process controls upgrades and also involves upgrades and maintenance to the McCoy's Creek pump station to include wet well expansion and general improvements to process controls and

WHEREAS, The County of Stanly intends to construct said project in accordance with the approved plans and specifications,,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF STANLY:

That the County of Stanly does hereby accept the State Revolving Loan offer of \$3,058,300.

That the County of Stanly does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Andy Lucas, County Manager, 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.

That the County of Stanly has substantially complied or will substantially comply 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 6th day of November, 2017 at Albemarle, North Carolina.

W. D. Lawhon, Jr.
Chairman, Stanly County Board of Commissioners

(Date)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting as Clerk to the Board of Commissioners of Stanly County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Stanly County Board of Commissioners duly held on the 6th day of November, 2017; 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 Commissioners, Stanly County, NC

(Title of Recording Officer)



AMENDMENT NO: 2018-12

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2018:

To amend the West Stanly WWTP Rehab Project Fund 632, the expenditures are to be changed as follows:

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
632.7120	190.000	Professional Services	\$ 328,894	\$ 46,106	\$ 375,000
632.7120	199.101	Closing Costs	-	75,000	75,000
632.7120	570.000	Land	10,000	15,000	25,000
632.7120	580.000	Construction	2,310,000	273,300	2,583,300
TOTALS			<u>\$ 2,648,894</u>	<u>\$ 409,406</u>	<u>\$ 3,058,300</u>

This budget amendment is justified as follows:
To adjust the budget per the revised capital project ordinance.

This will result in a net increase \$ 409,406 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
632.3710	330.74	NC DENR CW SRF	\$ 2,648,894	\$ 409,406	\$ 3,058,300
TOTALS			<u>\$ 2,648,894</u>	<u>\$ 409,406</u>	<u>\$ 3,058,300</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Donna L Davis 11-1-17
Reviewed by Department Head Date

John R. Kincaid 11-1-17
Reviewed by Finance Director Date

Reviewed by County Manager Date

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Donna Davis, Utilities Director

Consent Agenda | Regular Agenda

50

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 County Utilities

Subject

Stanly County Utilities solicited qualification packages for engineering services for the West Stanly WWTP rehabilitation project. This project requires engineering capacity that specializes in treatment plant construction and rehabilitation. Utilities received proposals from the following firms: LKC Engineering, PLLC (Aberdeen, NC), Willis Engineers (Charlotte, NC), WK Dickson (Charlotte, NC), McKim & Creed (Charlotte, NC), and RKK, LLP (Raleigh, NC). The project budget includes \$275,894 for engineering expenses related to this project. NC DEQ Clean Water SRF has awarded the project \$3,058,300.00 in loan funds.

Staff recommends the engineering contract not to exceed \$275,894 to be awarded to WK Dickson of Charlotte, NC.

Requested Action

1) Award the engineering contract not to exceed \$275,894.00 to WK Dickson of Charlotte, NC for engineering services for the West Stanly WWTP rehabilitation project.

Signature: _____

Dept.: Utilities

Date: October 31, 2017

Attachments: Yes X No _____

Review Process

Certification of Action

Approved		Initials
Yes	No	
Finance Director	—	—
Budget Amendment Necessary	X	
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 Utilities
West Stanly Wastewater Treatment Plant Rehabilitation and Upgrades Project
Engineer Submittal Review**

	Director	Operator	Total	Rank
LKC	5	5	10	4
McKim and Creed	3	3	6	3
RK&K	1	4	5	2
Willis Engineers	4	2	6	3
WK Dickson	2	1	3	1

	3rd Party	Total	Rank
	5	15	4
	2	8	2
	3	8	2
	4	10	3
	1	4	1

Numbers indicate order of preference for each proposal with 1 being the highest and 5 the lowest. Therefore a lower overall total results in a higher rank.

A third party review confirmed the Stanly County Utilities ranking.

**Stanly County Utilities
West Stanly Wastewater Treatment Plant Rehabilitation and Upgrades Project
Engineer Submittal Review**

	LKC	McKim & Creed	RR&K	Willis	WK Dixon
Size	<10	424	1200	<10	135
Offices	1	21	22	1	9
Project Manager	Rob McIntyre	Kenneth L. Orle, PE	Keith Nash, PE	Chuck Willis, PE (Charlotte)	Jimmy Holland, PE
Location:		Raleigh, NC	Baltimore, MD	Charlotte, NC	Charlotte, NC
Experience:	10	18	10		23
Time with Firm:	1	July, 2017	May, 2008		Jan-15
Principal-In_Charge	Bill Lester	Chuck Shue, PE			
Technical Principal-in-Charge	Adam Kiker				
Permitting			Richard Wyche, PE		Jimmy Holland, PE
Design					Jimmy Holland, PE
DWI Coordination					Jimmy Holland, PE
CA/CO					Jimmy Holland, PE
Hydraulics					Jimmy Holland, PE
Electrical	STRUGILL ENGINEERING	Jason Gillentine, PE	Kelly Duffy, PE	EZZELL ENGINEERING	STEWART, INC.
Process		Joseph Viciere, PE	Timothy Bollinger, PE		
Structural		Bill Band, PE	Rchel Albrecht, PE		BRITTAIN ENGINEERING, INC.
Geotechnical		TERRACON	Jacob Wessel, PE		ECS CAROLINAS, LLP
I&C/SCADA		Jason Davis, PE	Shannon Jamison, PE		
SRF Funding		Tim Baldwin, PE			
Construction Services		Keith Hunter, CDT	John Prati		
Surveying		Andy Eades, PLS	Dent Turner, PLS		SOUTHEAST GEOMATICS
CAD				Amanda Alley	
Site		Jamie Davis, PLS	Edward Germroth, PE		
QA/QC			Terry Zentkovich, PE	Greg Wells, PE	Bryan Odum, PE

	LKC	McKim & Creed	RK&K	Willis	WK Dixon
Project 1	Chadbourn, NC	NW Regional (ONWASA)		Lancaster, SC	
	PM: 1			Jimmy Holland	mgd
	Q: \$4.75	2		7.5	MM
	C: Hoke County, NC			\$9.00	
Project 2					
	PM:				mgd
	Q: 1.50				MM
	C: \$16.50				
Project 3					
	PM:				mgd
	Q:				MM
	C:				
Project 4					
	PM:				mgd
	Q:				MM
	C:				
Project 5					
	PM:				mgd
	Q:				MM
	C:				

Stanly County Board of Commissioners



Meeting Date November 6, 2017

Presenter: Andy Lucas, County Manager

Consent Agenda	Regular Agenda
----------------	----------------

ITEM TO BE CONSIDERED

Meeting Room Design Proposal

The Stanly County Convention and Visitors Bureau (CVB) has proposed the installation of a wall mural behind the Board of Commissioners dais (see attached). The total cost is \$1,825. The CVB proposes to split the cost 50/50 with the Board of Commissioners.

Subject

Review and consider approval of the installation of the proposed mural at a cost of approximately \$915.

Requested Action

Signature: Andy Lucas

Dept Central Administration

Date: 10/18/2017

Attachments: Yes No

Review Process

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

Certification of Action

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

Tyler Brummitt, Clerk to the Board Date _____





Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Chairman Lawhon

7

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 October 16, 2017.
- B. Health Dept. – Request approval of budget amendment # 2018-11.
- C. Finance – Request approval of the vehicle tax refunds for October 2017.
- D. Central Admin. – Request approval of the enclosed vehicle lease & fleet management contract.

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
OCTOBER 16, 2017**

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

CALL TO ORDER

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, October 16, 2017 in the Commissioners Meeting Room, Stanly Commons. Chairman Lawhon called the meeting to order at 7:04 p.m. with Commissioner Efird giving the invocation and leading the pledge of allegiance.

APPROVAL / ADJUSTMENTS TO THE AGENDA

With no amendments to the agenda, Vice Chairman Burleson moved to approve it as presented. Commissioner McIntyre seconded the motion which passed by unanimous vote.

ITEM # 1 – SCUSA TRANSPORTATION SERVICES – FY 2018 -19 COMMUNITY TRANSPORTATION PROGRAM APPLICATION

Presenter: Candice Moffitt, Transit Director

Ms. Moffitt provided a brief overview of the request noting SCUSA's intent to apply for FY 2018-19 CTP funds in the estimated amount of \$454,972 with a required local match of 15% or \$57,198. If received, the funds will be used for the following:

- Administrative Funds: Estimated at \$234,002 with a 15% local match estimated at \$35,101 will be used to fund three (3) full-time and one (1) part-time position, vehicle insurance, drug testing, daily office operations, etc.

- Capital Funds: Estimated at \$220,970 with a 10% local match estimated to be \$22,097 will be used for four (4) replacement vehicles, agency lettering, bicycle rack, 14 mobile Bluetooth adaptors for the new radio system, three (3) PC's per replacement plan as recommended by the IT Department.

It was requested the Board hold the required public hearing, approve the resolution to apply for, receive and have the funds administered by the Transportation Services Department, and authorize the County Manager to execute the CTP 5311 application as well as any other related documents.

After a brief period of questions, Chairman Lawhon declared the public hearing open. With no one coming forward to speak for or against, the hearing was closed.

Commissioner Swain moved to approve the application, associated resolution, and authorize the County Manager to execute the application and other related documents as requested. Commissioner Lowder seconded the motion which passed by unanimous vote.

See Exhibit A
Public Transportation Program Resolution
FY 2019 RESOLUTION

ITEM # 2 – MONARCH – FY 2018-19 COMMUNITY TRANSPORTATION PROGRAM APPLICATION

Presenter: Laurie Weaver, Senior Director of Philanthropy for Monarch

Ms. Weaver noted Monarch's intent to apply for the NCDOT Consolidated Capital Projects Grant for FY 2018-19 as well. If received, the funds will be used to support transportation costs for individuals with intellectual and developmental disabilities that use public transportation as their primary means of getting to and from Monarch's day programs. As part of Monarch's application process, it was requested the Board hold the required public hearing to receive comments on the grant application.

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

ITEM # 3- SENIOR SERVICES – FY 2018-19 COMMUNITY TRANSPORTATION PROGRAM APPLICATION

Presenter: Becky Weemhoff, Senior Services Director

Ms. Weemhoff was also in attendance to request Board approval to apply for the FY 2018-19 NCDOT Transportation grant. Senior Services intends to apply for \$60,000 in order to continue to provide transportation services for seniors. Of the total amount, \$54,000 is federal and state funds with the remaining \$6,000 coming from Home and Community Care Block Grant funds. It

was requested the Board hold the required public hearing to receive comments on the grant application and approve Senior Services' application to apply for and receive these funds.

With no questions from the Board, Chairman Lawhon declared the public hearing open. With no one coming forward to speak, the hearing was closed.

Commissioner McIntyre moved to approve the application and was seconded by Vice Chairman Burleson. The motion carried by a 7 – 0 vote.

See Exhibit B
HUMAN SERVICE AGENCY TRANSPORTATION RESOLUTION
State Funds
FY 2019 Resolution

ITEM # 4 – CENTRALINA COUNCIL OF GOVERNMENTS (CCOG) – RESOLUTION OF SUPPORT FOR THE NCDOT FY 2018-19 COMMUNITY TRANSPORTATION SERVICES GRANT APPLICATION

Presenter: Andy Lucas, County Manager

For Board consideration, the County Manager presented a resolution of support for CCOG's application to NCDOT for the Community Transportation Services Grant. If received, these funds will be used to implement a mobility management agency and to initiate volunteer transportation services for the nine-county region.

With no questions from the Board, Commissioner Efirm moved to approve the resolution as presented. The motion was seconded by Vice Chairman Burleson and passed by unanimous vote.

See Exhibit C
Resolution of Support For
Centralina Mobility Management & Volunteer Transportation Services
NCDOT FY 19 Grant Application

ITEM # 5 – PARTNERSHIP FOR CHILDREN PRESENTATION

Presenter: Tammy Albertson, Executive Director

Ms. Albertson thanked Chairman Lawhon for the invitation to come and give a brief presentation on the programs and services offered by Partnership for Children. She began by stating that Partnership's mission is to support the development of children and families through community based programs which focus on health, family support services and a quality early education to ensure all children enter school ready to succeed in life. The programs and services offered are designed to meet the needs of children from birth to age five. Several of the programs noted include child care referral, the Dolly Parton Imagination

issued during the same time period last year for a total dollar value of \$22,910,000 which shows how the county's economy continues to improve.

ADJOURN

With no further discussion, Commissioner Efird moved to adjourn the meeting which was seconded by Vice Chairman Burleson. The motion carried unanimously at 7:45 p.m.

W. D. Lawhon, Jr., Chairman


Tyler Brummitt, Clerk



Stanly County Board of Commissioners

Meeting Date: November 6 2017

Presenter: Dennis R. Joyner, Health Director

 Consent Agenda	Regular Agenda
---	----------------

ITEM TO BE CONSIDERED

Subject

The Stanly County Health Department has received \$51,250 in additional State funding from the Division of Public Health to support diabetes education and self- management. The North Carolina Diabetes Education Recognition Program builds the capacity of local health departments to improve the tracking of diabetes self-management data and manage diabetes and other chronic disease data more efficiently through electronic health records. This activity will benefit some of the most vulnerable populations served by the department.

Requested Action

Request acceptance of funding in the amount of \$51,250 from the NC Division of Public Health and appropriation of the funds to the Health Department's FY17-18 budget.

Signature: 

Dept: Public Health

Date: 11/31/17

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



AMENDMENT NO: 2018-11

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2018:

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
110.5110	121.000	Salaries & Wages-Regular	\$ 1,523,266	\$ 29,303	\$ 1,552,569
110.5110	181.000	FICA/Medicare Tax	118,964	2,242	121,206
110.5110	182.000	Retirement Expense	110,463	2,125	112,588
110.5110	183.000	Health/Dental Insurance	337,855	6,598	344,453
110.5110	230.000	Educ/Medical Supplies	35,000	4,000	39,000
110.5110	260.000	Office Supplies	8,000	4,000	12,000
110.5110	291.000	Data Processing Supplies	4,000	2,700	6,700
110.5110	325.000	Postage	2,500	282	2,782
TOTALS			<u>\$ 2,140,048</u>	<u>\$ 51,250</u>	<u>\$ 2,191,298</u>

This budget amendment is justified as follows:

To budget additional funds from NC Div of Public Health for diabetes self-management program support.

This will result in a net increase \$ 51,250 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.3500	330.10	Health & Human Services	\$ 728,277	\$ 51,250	\$ 779,527
TOTALS			<u>\$ 728,277</u>	<u>\$ 51,250</u>	<u>\$ 779,527</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 _____

Dominic R. J...
Reviewed by Department Head

10/31/17
Date

John R. Vinson
Reviewed by Finance Director

10-31-17
Date

Reviewed by County Manager

Date

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date: November 6, 2017
 Presenter: Consent

TC

Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

Please see the attached October 2017 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: 11/1/17

Attachments: Yes No _____

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Vendor Number	Payee Name	Address 1	Address 3	Plate Number	Refund Description	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
	BIDDLE, LISA WALL	5610 CELTIC CROSS GROVE	COLORADO SPRINGS, CO 80923	CEL1307	Refund Generated due to proration on Bill #0030611416-2016-2016-0000-00	01	Tax	(\$65.49)	\$0.00	(\$65.49)
	DE CARLOS ALDANA, VALERIA	611 REEVES AVE	ALBEMARLE, NC 28001	EKF4880	Refund Generated due to proration on Bill #0036159040-2016-2016-0000-00	50	Vehicle Fee	(\$57.67)	\$0.00	(\$57.67)
	FRANK, CLINTON LESTER	PO BOX 810	OAKBORO, NC 28129	ECD9665	Refund Generated due to proration on Bill #0038171992-2017-2017-0000-00	01	Tax	\$0.00	Refund	\$123.16
	HATLEY, MICHAEL EUGENE	1005 FOXRUN DR APT B	ALBEMARLE, NC 28001	EM9176	Refund Generated due to proration on Bill #0032850226-2016-2016-0000-00	12	Tax	(\$258.07)	\$0.00	(\$258.07)
	LILES, MELISSA WHITLEY	21009 BEAR CREEK CH RD	NEW LONDON, NC 28127	ECD9672	Refund Generated due to proration on Bill #0032196616-2016-2016-0000-00	01	Tax	(\$162.95)	(\$8.14)	(\$171.09)
	PENNELL, MATTHEW DEAN	211 LAKEWOOD RD	OAKBORO, NC 28129	ZSE5870	Refund Generated due to proration on Bill #0030108009-2016-2016-0000-00	23	Tax	(\$12.16)	(\$0.61)	(\$12.77)
	PEYTON, PAUL IRVINE	16507 INDIAN MOUND RD	NORWOOD, NC 28128	HV1869	Refund Generated due to proration on Bill #0038540138-2017-2017-0000-00	01	Tax	(\$164.14)	\$0.00	(\$164.14)
	SHEPHERD, TRAVIS ALAN	33753B WESTERN RD	ALBEMARLE, NC 28001	PFM6557	Refund Generated due to proration on Bill #0038808797-2017-2017-0000-00	61	Tax	(\$39.20)	\$0.00	(\$39.20)
	WEBB, JOHNNY CRAWFORD SR	8634 SAMANTHA ST	NORWOOD, NC 28128	RXX7540	Refund Generated due to proration on Bill #0025384668-2016-2016-0000-00	01	Tax	(\$128.39)	\$0.00	(\$128.39)
	WHITLEY, BENJAMIN WORTH	624 SCARLET LEAF LN	OAKBORO, NC 28129	FC7966	Refund Generated due to proration on Bill #0031633560-2016-2016-0000-00	12	Tax	(\$19.17)	\$0.00	(\$19.17)
						01	Tax	(\$92.53)	\$0.00	(\$92.53)
						19	Tax	(\$13.81)	\$0.00	(\$13.81)
						01	Tax	(\$104.84)	Refund	\$106.34
						12	Tax	(\$15.65)	\$0.00	(\$15.65)
						01	Tax	(\$126.18)	Refund	\$120.49
						51	Tax	(\$77.21)	\$0.00	(\$77.21)
						01	Tax	(\$39.20)	Refund	\$203.34
						01	Tax	(\$128.39)	\$0.00	(\$128.39)
						12	Tax	(\$19.17)	\$0.00	(\$19.17)
						01	Tax	(\$92.53)	Refund	\$147.56
						19	Tax	(\$13.81)	\$0.00	(\$13.81)
						01	Tax	(\$104.84)	Refund	\$106.34
						12	Tax	(\$15.65)	\$0.00	(\$15.65)
						01	Tax	(\$126.18)	Refund	\$120.49
						51	Tax	(\$77.21)	\$0.00	(\$77.21)
						01	Tax	(\$39.20)	Refund	\$203.39

Stanly County Board of Commissioners



Meeting Date November 6, 2017

Presenter: Andy Lucas, County Manager

 Consent Agenda	Regular Agenda
--------------------	----------------

ITEM TO BE CONSIDERED

Vehicle Lease and Fleet Management Contract

The Board voted to pilot a program to better manage the maintenance and life cycle costs of vehicles via a new fleet management plan as part of the FY 2017-2018 budget.

Subject

Staff contacted three (3) fleet management companies to ascertain their interest in working with the County. Staff contacted ARI, Merchants and Enterprise. ARI and Enterprise requested bid specifications (see attached RFP). Enterprise was the only company to submit a response to the RFP.

Attached please find the fleet management and vehicle lease contract with Enterprise Fleet Management. The total cost for the vehicle lease and maintenance is included in the FY 2017-2018 adopted budget.

Requested Action

Review and consider approving the fleet management and vehicle lease contract with Enterprise Fleet Management.

Signature: Andy Lucas

Dept Central Administration

Date: 10/30/2017

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

REQUEST FOR PROPOSALS

Stanly County will be accepting proposals for a vehicle fleet management system that will include:

- Acquisition
- Financing/Leasing
- Fuel Monitoring
- Maintenance Monitoring
- Vehicle Resale
- Aftermarket Vehicle Coordination
- Licensing, Titling, and Registration

Proposals should be based on the following factors: (a) 5 year equity lease, no mileage restrictions; (b) no early termination penalty; (c) a fixed, all-inclusive maintenance cost per month for both preventative and unscheduled maintenance at multiple service shop within the county; (d) no interim or pro-rated financing charges (all fees and other charges commence upon Stanly County taking possession of vehicle)

Additionally please provide the following information:

1. A detailed fee schedule that includes the identification of all fees, taxes, and interest associated with vehicle acquisition, financing/leasing, monthly maintenance, maintenance monitoring, aftermarket coordination, licensing, titling, registration and vehicle resale
2. An explanation of the vehicle maintenance charges (identify whether or not the fee will be budgeted or pay-as-you-go)
3. An explanation of the process and identification of any fees associated with the stop bill process upon termination of the vehicle lease and Stanly County's use of the vehicle. In short, the County does not want to pay any additional fees or the proration of fees upon turning in the vehicle for resale

Proposals and qualifications must be received by 3:00 pm on August 11, 2017, and should be addressed as follows:

Stanly County
ATTN: Fleet Management Proposal
1000 N. First Street, Suite 10
Albemarle, NC 28001

For more information, please contact Andy Lucas at alucas@stanlycountync.gov or (704) 986-3600. Stanly County reserves the right to reject any or all proposals.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ___ day of October, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Stanly County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By:
Title:

By:
Title:

Address:

Address:

Date Signed: _____, _____

Date Signed _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2017 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2017 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Stanly County, a body politic and corporate of the State of North Carolina ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole, reasonable judgment of Lessor based on third party sources such as Black Book, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(g) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same, to the extent permitted by applicable law.

Section 6 of the Master Equity Lease Agreement is amended to read as follows:

Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee, to the extent permitted by applicable law. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a) (ii), first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

Section 11(a), second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other affiliate designated by Lessor as loss payees, as their respective interests may appear. Lessee shall notify Lessor in writing, at least thirty (30) days in advance, of any cancellations or material modification of the required insurance policies. Further, each such insurance policy must provide the following: (i) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any affiliate of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any affiliate of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any affiliate of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor and any affiliate of Lessor as loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any affiliate of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee, to the extent permitted by applicable law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon prior written notice and during regular business

hours during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(a), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for thirty (30) days;

Section 14(g), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. (Lessor's parent company) or any direct or indirect subsidiary of The Crawford Group, Inc..

Section 14, first sentence, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies:

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to add the following additional paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within three (3) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Section 15, first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid

unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which waiving party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Both parties will promptly notify the other party of any change in its address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of North Carolina (determined without reference to conflict of law principles). Unless prohibited by law, all actions relating in any way to this Agreement shall be brought solely 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.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a body politic and corporate of the State of North Carolina, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of October, 2017.

Stanly County (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of October, 2017, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Stanly County (County).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Stanly County.

SCOPE OF SERVICE. This Agreement and the Master Equity Lease Agreement shall be effective upon execution by both parties for an initial one (1) year period, with the option for up to four (4) successive one-year renewals. This Agreement is not to exceed the amount of Twenty-One Thousand and Fifty-Four Dollars (\$21,054.00) during the initial one (1) year period or during any individual successive renewal period, without a duly executed written amendment to this Agreement. Any additional vehicles requested by Stanly County after the initial agreed upon deliveries will increase the above stated amounts.

INDEMNITY. Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Stanly County from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Stanly County may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Stanly County and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

SUBCONTRACTING. EFM shall not sub-contract all or any part of the services provided for in this Agreement without prior written approval of the County.

RELATIONSHIP OF PARTIES. EFM is an independent contractor of the County. EFM represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that EFM will obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither EFM nor any employee of EFM shall be deemed an officer, employee or agent of the County. EFM shall ensure that it maintains a properly executed IRS Form W-9.

CONFIDENTIALITY. EFM may, during the course of providing the services hereunder or in relation to this Agreement have access to, and acquire knowledge regarding County's personnel, materials, data, systems, and other information which may not be accessible or known to the general public. Any knowledge acquired by EFM from such materials shall not be used, published or divulged by EFM to any person, firm or other entity without prior written approval of the County.

LICENSURE AND CERTIFICATION. EFM shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The EFM shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement. The EFM shall further obtain and file with County the appropriate IRS form W-9.

INSURANCE. The EFM shall provide and maintain insurance covering its liabilities in amounts of at least \$1,000,000.00 combined single limit. EFM shall supply to the County an updated certification upon request. Should said certification expire prior to the termination of this Agreement, EFM shall supply to the County an updated certification prior to the expiration of the certification initially provided.

ACCESS TO AND RECORD RETENTION. Lessor agrees to maintain all records of or related to the services set out in this Agreement and shall, upon the County's request, provide the County with, or access to, said records.

HEALTH AND SAFETY. The Lessor shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The Lessor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT. The Lessor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Lessor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Lessor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and the Lessor may be declared ineligible for further County contracts.

E-VERIFY COMPLIANCE. If Lessor is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. Lessor also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION. Pursuant to North Carolina General Statute § 147-86.59, Lessor hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Lessor hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List.

IN WITNESS WHEREOF, EFM and Stanly County have executed this Service Agreement as of the day and year first above written.

County: Stanly County

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

