

**STANLY COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
JUNE 2, 2008**

**COMMISSIONERS PRESENT:** Tony M. Dennis, Chairman  
Gene McIntyre, Vice Chairman  
Lindsey Dunevant  
Dr. Nalin Mehta  
Sherrill Smith

**COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Jerry Myers, County Manager  
John Roberts, County Attorney  
Tyler Brummitt, Asst. to the County  
Manager

**CALL TO ORDER**

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, June 2, 2008 at 7:00 p.m. in the Commissioners Meeting Room, Stanly County Commons. Chairman Dennis called the meeting to order and Vice Chairman McIntyre gave the devotion.

**APPROVAL AND / OR ADJUSTMENTS TO AGENDA**

Chairman Dennis requested the addition of two items to the agenda. The first was identified as item # 9(A) a legislative update and the second was to add a closed session. Commissioner Mehta made a motion to approve and was seconded by Commissioner Smith by unanimous vote.

**ITEM # 1 – RETIREMENT AWARDS PRESENTATION**

Presenter: Chairman Dennis

The Board took the opportunity to recognize Ms. Linda Goodman of the Stanly County Jail, Ms. Janice Goodwin of the Stanly County Department of Social Services, and Ms. Linda Morris of the Stanly County Health Department for their many years of service to the county.

**ITEMS # 2 – PUBLIC HEARING – PROPOSED JOINT INCENTIVE AGREEMENT BETWEEN STANLY COUNTY, TOWN OF OAKBORO, AND TUSCARORA YARNS, INC.**

Presenter: Michael Trotter, Interim EDC Director

Mr. Trotter gave a brief overview of the proposed incentive agreement between Stanly County and the Town of Oakboro in order to induce Tuscarora Yarns to expand its existing yarn manufacturing operation and invest \$2.5 million dollars in the facility.

With this expansion, they will add an additional 18,000 square feet to the facility, add 9 jobs and maintain the 135 employees they currently have.

Chairman Dennis declared the public hearing open. During the hearing, Phil Absher, HR Director for Tuscarora Yarns stated that they were excited about the future of the company and the expansion. He then introduced Ervin Johnson, who is Vice President of Finance. Commissioner Smith stated he was thankful to see a textile plant still surviving in the U.S. and appreciated their help with the expansion. Commissioner Mehta thanked Tuscarora Yarns for believing in Oakboro and Stanly County.

**PERFORMANCE AGREEMENT: BETWEEN STANLY COUNTY, NC, THE TOWN OF OAKBORO, NC AND TUSCARORA YARNS, INC.**

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

TOWN OF OAKBORO 109 North Main Street # A  
Oakboro, NC 28129

COMPANY: Tuscarora Yarns, Inc  
PO Box 218  
Mt. Pleasant, NC 28124

This agreement made and entered into this the 2<sup>nd</sup> day of June, 2008 by and among The County of Stanly, a body politic and corporate of the State of North Carolina (appearing hereinafter as “County”), the Town of Oakboro, a municipal corporation of the State of North Carolina (appearing hereinafter as “Town”), and Tuscarora Yarns, Inc., a North Carolina Corporation (appearing hereinafter as “Company”).

W I T N E S S E T H

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

WHEREAS, but for the offer of incentives the Company would not be expanding its existing yarn manufacturing operation within Stanly County; and

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

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

**1. INDUSTRIAL INVESTMENT AGREEMENT**

A. INVESTMENT: The Company shall invest a minimum \$ 2,500,000 in addition to 2008 assessments in real property and taxable business personal property. The Company shall maintain that minimum taxable investment for a period of at least five years through and including 2013 but shall not be required to increase the amount of that investment. If total increase of taxable investment shall fall below the minimum investment levels as assessed by the Stanly County Tax Assessor due to removal of equipment, the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall.

## **2. INDUCEMENT PACKAGE**

### **A. COUNTY COMMITMENT**

(1.) COUNTY INDUCEMENT GRANT: The County, upon completion of this agreement, shall provide to the Company an inducement payment to offset facility development and acquisition costs in an amount not to exceed \$31,245 in equal installments over a five year period. The first installment shall occur during December 2009 upon receipt of proof that the minimum investment numbers (Section 1 above) have been met and that all local property taxes on the real and business personal property owned by the Company and located within Stanly County have been paid. Proof of investment and tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and investment levels has been submitted to the County.

(2.) TOTAL COUNTY COMMITMENT: The total County commitment for the Inducement Grant outlined in the paragraph above shall not exceed \$ 31,245.

### **B. TOWN COMMITMENT**

(1.) TOWN INDUCEMENT GRANT: The Town, upon completion of this agreement, shall provide to the Company an inducement payment to offset facility development and acquisition costs in an amount not to exceed \$ 19,120 in equal installments over a five year period. The first installment shall occur during December 2009 upon receipt of proof that the minimum investment numbers (Section 1 above) have been met and that all local property taxes on the real and business personal property owned by the Company and located within the Town of Oakboro have been paid. Proof of investment and tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Subsequent annual installments will occur during the month of (same as month above) for the term of this agreement, provided proof of payment of all property taxes and investment levels has been submitted to the Town.

(2.) TOTAL TOWN COMMITMENT: The total City commitment for the Inducement Grant outlined in the paragraph above shall not exceed \$ 19,120.

C. TOTAL INDUCEMENT PACKAGE: The combined County and Town inducement grants for this project shall not exceed \$ 50,366.

## **3. EXPANSION OPPORTUNITY**

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

#### **4. PROOF AND CERTIFICATION**

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

Acceptable forms of proof for taxable investment shall be the records of the County Tax Assessor. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and/or receipts of payment from the County Tax Collector.

#### **5. REMEDY**

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

**B. DELAY OF INCENTIVE INITIATION:** If the Company does not meet investment goals enumerated in Section "1" above by June 2, 2009, the onset of this agreement may be delayed one (1) year, at the option of the Company. Should such a delay be exercised the inducement payments set forth in Section "2", above, shall also be delayed. Written notification of a request to delay onset must be received by the County no later than May 31, 2009. This agreement shall initiate no later than June 2, 2010 and shall expire no later than June 2, 2015. Should the delay option be exercised and substantial progress towards meeting the goals enumerated in Section "1", above, not be achieved by June 2, 2010 this Agreement shall terminate immediately and both the County and Town are relieved of any further obligation. Substantial progress shall be defined as a minimum of two thirds of the investment goals enumerated in Section "1" above.

**C. INVESTMENT PACKAGE:** If the Company does not meet and maintain the investment goals within the annual timetable set forth in this agreement, and does not opt to delay the onset of this agreement as described above, then the County and the Town will reduce the annual installment payment on a pro-rata basis until such time as the Company once again meets the investment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met.

#### **6. SEVERABILITY**

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

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

All appropriations and expenditures pursuant to this agreement shall be subject to the provisions of the Local Government Budget and Fiscal Control Acts of the North Carolina General Statutes for towns and counties and shall be listed in the annual report submitted to the Local Government Commission by both the County and the Town.

**8. GOVERNING LAWS**

The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Stanly County, North Carolina, or the United States District Court, Middle District of North Carolina, Salisbury Division, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

**IN TESTIMONY WHEREOF**, the parties hereto have entered into this agreement on the day and date first above written.

_____				
Ervin Johnson	Date	Attest:	Phil	Absher
Date				
Vice President- Finance		Human Resource Director		
Tuscarora Yarns, Inc		Tuscarora	Yarns,	Inc

_____			
Mr. Tony Dennis	Date	Attest: John Roberts	
Date			
Chairman		Clerk to the Board	
Stanly County Commissioners		Stanly County Commissioners	

_____			
Ms. Joyce Little	Date	Attest:	Date
Mayor		Ann Burgess	
Town of Oakboro		Town Clerk	
		Town of Oakboro	

Hearing no other comments, Chairman Dennis declared the hearing closed. Commissioner Smith made a motion to approve the proposed agreement and was seconded by Commissioner Dunevant. The agreement was then approved by unanimous vote.

**ITEM # 3 – PUBLIC HEARING – CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT 2006 INFRASTRUCTURE HOOK-UP PROJECT (06-C-1575)**

Presenter: Michael Kepley, Grant Administrator for Hobbs & Upchurch

Mr. Kepley explained the purpose of this grant was to assist low to moderate income individuals connect to county water and sewer lines that otherwise might not be able to afford to do so. With this grant, 25 housing units were aided and the county will be eligible to apply again in August, 2008.

Chairman Dennis declared the public hearing open. Hearing no comments, the hearing was then closed. Vice Chairman McIntyre made a motion to close out the 2006 Infrastructure Hook-up Project and was seconded by Commissioner Mehta by unanimous vote.

**ITEM # 4 – PUBLIC HEARING – LOCUST AND AQUADALE ELEMENTARY SCHOOLS CONSTRUCTION AND EXPANSION PROJECT**

Presenter: John Roberts, County Attorney

The Stanly County Board of Education requested the Board approve the preliminary LGC resolution. This would allow for the filing of an application with the Local Government Commission in order to provide funding for the expansions and improvements to Locust Elementary and Aquadale Elementary Schools. Under the terms of the agreement, the county would be required to make installment payments from tax revenues, but only if lottery funds are not available to cover the cost of the improvements at that time.

**RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF PUBLIC SCHOOL IMPROVEMENTS PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST, A CONSTRUCTION AND ACQUISITION AGREEMENT, A LEASE AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH SUCH INSTALLMENT FINANCING FOR PUBLIC SCHOOL IMPROVEMENTS**

BE IT RESOLVED by the Board of Commissioners (the “Board”) for the County of Stanly, North Carolina (the “County”) as follows:

Section 1. The Board does hereby find and determine as follows:

(a) The Stanly County Board of Education (the “Board of Education”), the governing board of the Stanly County local school administrative unit, has determined that a need exists for acquiring, constructing and equipping various improvements to Locust Elementary School and Aquadale Elementary School (the “Project”) and has requested capital funding therefor.

(b) The Project is hereby ratified and approved.

(c) After a public hearing and due consideration, the Board has determined that the most efficient manner of financing the Project will be through the County entering an Installment Financing Agreement (the “Agreement”) with Branch Banking and Trust Company (the “Bank”) pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Bank will advance moneys to the County in an amount sufficient to pay, together with other available funds, the costs of the Project, and the County will repay the advancement in installments, with interest (the “Installment Payments”).

(d) In order for the County to enter into the plan of finance, the sites of the Project will be conveyed by the Board of Education to the County.

(e) In order to secure the performance of the County’s obligations under the Agreement, the County will execute and deliver a Deed of Trust (the “Deed of Trust”), granting a lien on the sites of the Project and all improvements and fixtures located and to be located thereon (collectively, the “Mortgaged Property”).

(f) In order to facilitate the construction of the Project, the County will enter into a Construction and Acquisition Agreement (the “Construction Agreement”) with the Board of Education providing for the supervision of the construction of the Project by the Board of Education.

(g) The Mortgaged Property will be leased back to the Board of Education pursuant to a Lease Agreement (the “Lease Agreement”) between the County and the Board of Education, which Lease Agreement will be subordinate to the lien created by the Deed of Trust.

(h) There has been presented to the Board forms of the following documents relating to the transaction hereinabove described:

- (1) the Agreement;
- (2) the Deed of Trust;
- (3) the Construction Agreement; and
- (4) the Lease Agreement.

(i) It is in the best interest of the County to enter into the Agreement, the Deed of Trust, the Construction Agreement and the Lease Agreement in that such transaction will

result in providing financing for much needed public school improvements in an efficient and cost effective manner;

(j) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the County does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the County has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the Project without an election; (ii) the nature of the financing does not allow for the issuance of revenue bonds; (iii) the cost of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence construction of the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of construction of the Project by several months; and (v) there can be no assurances that the Project will be approved by the voters and the necessity of such Project dictates that the Project be financed by a method that assures that such Project will be constructed in an expedient manner;

(k) It has been determined by the Board that the cost of financing the Project through an installment financing agreement is reasonable comparable to the costs of issuing general obligation bonds or other available methods of financing and is acceptable to the Board;

(l) Counsel to the County will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina;

(m) The debt management policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money; and

(n) The County intends to make the Installment Payments under the Agreement from lottery proceeds or other funds. In the event these lottery proceeds or other funds become unavailable, the County anticipates that it would pay the Installment Payments under the Agreement from tax revenues, and that any increase in taxes necessary to meet the sums to fall due under the proposed Agreement will not be excessive. Based upon the current assessed valuation in the County, a tax increase of approximately three cents would be necessary to meet the Installment Payment requirements under the Agreement.

Section 2. The Board hereby ratifies and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve of the Agreement and the proposed financing in connection therewith.



Section 3. The Board hereby approves the Agreement, the Deed of Trust, the Construction Agreement and the Lease Agreement in substantially the forms presented at this meeting. The Chairman or the Vice Chairman of the Board, the County Manager or the Interim Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County each of said documents in substantially the forms presented at this meeting, containing such insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk or any Deputy or Assistant Clerk to the Board is hereby directed to affix the official seal of the County to each of said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation under the Agreement or the Deed of Trust, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement or the Deed of Trust.

Section 5. The Chairman, the Vice Chairman, the County Manager, the Interim Finance Director, the County Attorney and the Clerk to the Board, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above, including (a) the execution of any necessary financing statements relating to fixtures located on the Mortgaged Property, (b) the execution of any documents necessary for the conveyance of the sites of the Project to the County and (c) the filing of a Form 8038-G with the Internal Revenue Service in connection with the financing.

Section 6. This resolution shall take effect immediately upon its passage.

Chairman Dennis declared the public hearing open. Hearing no comments, the hearing was closed. Vice Chairman McIntyre made a motion to approve the preliminary LGC resolution and was seconded by Commissioner Dunevant. The motion passed by unanimous vote.

#### **ITEM # 5 – PUBLIC HEARING PROPOSED BUDGET FOR FY 2008 – 2009**

Presenter: Jerry Myers, County Manager

Mr. Myers gave a brief overview of some of the items that are recommended in the proposed budget which included: 1) the property tax rate remaining unchanged at \$0.67 per \$100 in valuation, 2) all fire tax district rates remaining unchanged except Badin who had requested at \$0.03 increase to \$0.08 to purchase a new fire engine, and 3) an increase in the solid waste disposal fee from \$60.00 to \$62.00 per household in order to meet the state mandated tipping fee increase.

Chairman Dennis declared the public hearing open. Hearing no comments, the hearing was closed. No action was required by the Board at this time.

## **ITEM # 6 – TAX ADMINISTRATION**

Presenter: Rick Johnson

Mr. Johnson requested that Tax Management Associates (TMA) of Charlotte, NC be awarded the contract for a comprehensive audit and discovery program involving business personal property. TMA had previously completed a successful audit for Stanly County in 1993 and is the largest company to handle such audits in the southeast.

Motion to approve was made by Vice Chairman McIntyre and was seconded by Commissioner Mehta. Motion passed by unanimous vote.

## **ITEM # 7 – STANLY COUNTY UTILITIES**

Presenter: Donna Davis, Utilities Director

A proposed NC DOT widening project along Airport Road in the Palestine community will pave over and extend the pavement in close proximity to the existing county water and sewer lines. The widening for three turn lanes along this corridor will place the county's 12" water main and 4 inch sewer force main under new pavement. Approximately 2000 LF of water and sewer will be in close proximity to the pavement as the road is widened, but not underneath. In the event of a repair, there is potential that the pavement will be disturbed and require repair at the county's cost.

Ms. Davis explained that the county had two options: 1) to share the cost of relocating the water and/or sewer lines with the NC DOT. The total estimated cost of this option being \$160,000 with the county's portion being \$80,000 (50% paid by each party). Option 2 would allow the existing water and sewer lines to remain in place.

Chairman Dennis asked to abstain from voting due to a conflict of interest caused by his board appointment to the NC DOT. Commissioner Smith made a motion to excuse Chairman Dennis from the vote and was seconded by Commissioner Mehta. The motion passed by 4 – 0 vote.

Commissioner Smith then made a motion to approve option 2 and leave the lines under the pavement as they are rather than move them at an additional cost to the county. Commissioner Mehta seconded the motion and the motion was passed by unanimous vote.

## **ITEM # 8 – CENTRAL PERMITTING**

Presenter: John Roberts, County Attorney

Mr. Roberts stated that Central Permitting had received four bids from software companies that are designed to consolidate and centralize the permit process in order to provide better service. After reviewing the software packages, Blue Prince appeared to be the best choice because it provides web-based training, no extra charge for forms, and would simplify the process for citizens who could apply on-line for permits and inspections rather than coming into the department.

Commissioner Dunevant made a motion to approve acceptance of the bid submitted by Blue Prince and was seconded by Vice Chairman McIntyre. The motion was passed by unanimous vote.

**ITEM # 9 – RESOLUTION APPOINTING TYLER BRUMMITT AS CLERK TO THE BOARD OF COUNTY COMMISSIONERS**

Presenter: Jerry Myers, County Manager

Mr. Myers stated that John Roberts had been serving as clerk over the past several months and now requested that the Board approve the resolution to appoint Tyler Brummitt as Clerk to the Board.

**RESOLUTION APPOINTING TYLER BRUMMITT AS CLERK TO THE BOARD FOR STANLY COUNTY**

**WHEREAS**, North Carolina General Statute, Section 153A-11 specifies and directs that the Board of Commissioners for the County of Stanly shall appoint a Clerk to the Board to serve at its pleasure; and

**WHEREAS**, Tyler Brummitt has served in the capacity of Assistant Clerk to the Board of Commissioners and Assistant to the County Manager since November of 2007; and

**WHEREAS**, this Board is of the opinion that Tyler Brummitt possesses the requisite knowledge, experience and qualifications to serve as Clerk to the Board for the County of Stanly.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners for the County of Stanly as follows:

1. That Tyler Brummitt be and is hereby appointed Clerk to the Board for the County of Stanly to serve at the pleasure of the Board.
2. That this resolution shall be effective upon its adoption.

This the 2<sup>nd</sup> day of June, 2008.

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TONY M. DENNIS, CHAIRMAN

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JOHN ROBERTS, COUNTY ATTORNEY

Motion to approve was made by Vice Chairman McIntyre and was seconded by Commissioner Dunevant. The motion passed by unanimous vote.

**ITEM # 9 (A) – LEGISLATIVE UPDATE**

Presenter: Vice Chairman McIntyre

Each member of the Board received a handout that contained legislative updates on several issues currently before the NCACC. Vice Chairman McIntyre gave a brief summary of some of the issues mentioned. This included H2706 and S2078 both of which oppose legislation that was passed in 2005 enabling counties to collect property taxes on automobiles at the time the vehicle's registration is renewed. Senate Bill 2092 would repeal the provision in last year's budget bill that put the cost of installing and maintaining courthouse telephones to the counties effective July 1, 2008. S1967 and H2138 were introduced to disapprove proposed changes to the Coastal Stormwater Rules that would affect 20 North Carolina coastal counties.

No action was required by the Board.

**ITEM # 10 – CONSENT AGENDA**

Presenter: Chairman Dennis

- A) Minutes – Regular meeting on May 19, 2008
- B) Approval of resolution for Oakboro Fire Department's Fourth of July celebration

**RESOLUTION**

**NORTH CAROLINA**

**STANLY COUNTY**

**WHEREAS**, Mr. Jeff Helms, Town of Oakboro, has requested from the Board of County Commissioners of Stanly County, to use in connection with a celebration in various kinds of fireworks, under the supervision of an experienced technician;

**NOW THEREFORE BE IT RESOLVED** that written authority be and the same is hereby given to Jim Cameron to use at a celebration in Oakboro, North Carolina, various types of pyrotechnics as same is defined in North Carolina General Statutes 14-414, but said use shall be under the supervision of an expert.

**BE IT FURTHER RESOLVED** that this authority is given upon condition that the County of Stanly shall have no liability in connection with the use of pyrotechnics with Mr. Cameron, Oakboro, North Carolina.

**Adopted this \_\_\_\_\_ day of June, 2008.**

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**Tony M. Dennis, Chairman**  
**Stanly County Board of Commissioners**

**ATTEST:**

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**John L. Roberts**  
**Clerk to the Board**

**NORTH CAROLINA**  
**STANLY COUNTY**

**TO: Mr. Jeff Helms, Oakboro, North Carolina**

You are hereby permitted to exhibit, use, or discharge pyrotechnics in connection with or in the conduct of public exhibitions and celebrations on July 4, 2008, upon the following terms, conditions, and restrictions:

- (1) The use of said pyrotechnics in connection with or in the conduct of public exhibitions and celebrations, which will be under the supervision of an experienced technician.
- (2) The use of said pyrotechnics should be for the purpose of public exhibitions and public celebrations and for no other purposes.
- (3) Stanly County shall not be liable for any damage to property or injury to persons sustained in consequence of the use of pyrotechnics; however, should Stanly County be held liable or pay any claim or demand for any damage to property or injury to person, you will indemnify and forever hold harmless Stanly County against any loss from claims, demands, or actions that may at any time hereafter be made or brought against Stanly County on account of damage to property or injury to persons sustained in consequence of the use of pyrotechnics.
- (4) Your acceptance of this permit shall be deemed evidence of your unqualified acceptance and agreement to the terms, conditions and restrictions herein.

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**Tony M. Dennis, Chairman**  
**Stanly County Board of Commissioners**

**ACCEPTANCE BY:**

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**Jeff Helms**

- C) Sheriff Department requests approval to transfer the inmate checking account to Bank of Stanly
- D) Budget Amendment # 2008-34 – To amend the General Fund to change expenditures in the Legal Department for Alcoa study.

Motion to approve was made by Commissioner Mehta and seconded by Vice Chairman McIntyre. Motion was approved by unanimous vote.

**ITEM # 11 – PUBLIC COMMENT**

None

**GENERAL COMMENTS AND ANNOUNCEMENTS**

There were no comments from Board members, County Manager, or County Attorney

**CLOSED SESSION**

Commissioner Smith moved to recess to closed session to discuss economic development issues in accord with G.S. 143-318.11 (a)(4) and personnel issues in accord with G.S. 143-318.11 (a)(6). This motion was seconded by Commissioner Mehta with a final vote of 5 – 0.

**RETURN TO OPEN SESSION**

There being no further business, Commissioner Smith made a motion to return to open session. His motion was then seconded by Commissioner Mehta and passed by unanimous vote.

**RECESS**

Vice Chairman McIntyre moved to recess the meeting until June 9, 2008 at 4:00 in the Manager’s Conference Room. His motion was seconded by Commissioner Smith and the motion passed by unanimous vote at 8:19 p.m.

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Tony M. Dennis, Chairman

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John L. Roberts, Clerk to the Board

