

**STANLY COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
OCTOBER 19, 2009**

**COMMISSIONERS PRESENT:** Tony Dennis, Chairman  
Gene McIntyre, Vice Chairman  
Lindsey Dunevant  
Jann Lowder  
Sherrill Smith

**COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Andy Lucas, County Manager  
Jenny Furr, County Attorney  
Tyler Brummitt, Clerk to the Board

**CALL TO ORDER**

The Stanly County Board of Commissioners (the “Board”) met in regular session on Monday, October 19, 2009 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman Dennis called the meeting to order and gave the devotion.

**APPROVAL / ADJUSTMENTS TO THE AGENDA**

Vice Chairman McIntyre made the motion to approve the agenda as presented and was seconded by Commissioner Smith. The motion was passed unanimous vote.

**ITEM # 1 – PUBLIC HEARING – CLOSEOUT OF THE CDBG 2006 SOUTHERN STANLY WATER EXTENSION INFRASTRUCTURE (HIGHWAY 731) PROJECT (06-C-1595)**

**Presenter: Michael Kepley of Hobbs, Upchurch & Associates, P.A.**

Grant funds in the amount of \$623,809 and a local match of \$32,833 were used to install approximately 16,379 LF of water lines and included the construction of 97 single family water service connections with subsequent connections of house plumbing to the new water system along Highway 731.

Chairman Dennis declared the public hearing open. Having no one come forward, the public hearing was closed.

No action was required by the Board.

**ITEM # 2 – PUBLIC HEARING – PROPOSED ECONOMIC INCENTIVE AGREEMENT BETWEEN STANLY COUNTY AND NEW FINISH**

**Presenter: Kevin Gullette, EDC Director**

Mr. Gullette provided a brief overview of the proposed incentive agreement between Stanly County and New Finish. The company plans to expand and invest \$750,000 in new equipment which will result in 10 – 15 additional full time positions once completed.

Chairman Dennis declared the public hearing open. Hearing no comments, the public hearing was closed.

Commissioner Smith made the motion to approve the incentive agreement with New Finish and was seconded by Commissioner Lowder. The motion passed with a vote of 5 – 0.

Below is the incentive agreement as approved:

**AGREEMENT BETWEEN STANLY COUNTY, NC, AND NEW FINISH, INC.**

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

COMPANY: New Finish Sandblasting and Coating  
40646 South Stanly School Road  
Norwood, NC 28128

This agreement made and entered into this the 19th day of October, 2009 by and among The County of Stanly, a body politic and corporate of the State of North Carolina (appearing hereinafter as “County”), and New Finish Sandblasting and Coating, a Company licensed to do business within the United States and North Carolina (appearing hereinafter as “Company”).

W I T N E S S E T H

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

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

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

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

**1. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT**

**A. INVESTMENT:** The Company shall invest a minimum \$750,000 in addition to 2008 assessments in real and taxable business personal property. The Company shall maintain the minimum taxable investment for a period of at least five years through and including 2014. If total increase of taxable investment shall fall below the minimum investment levels due to depreciation or removal of equipment as assessed by the Stanly County Tax

Assessor, the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall.

**B. EMPLOYMENT:** At the expiration of this agreement, the Company shall employ the equivalent of 15 full-time employees in accordance with “Schedule A” below. Employees counted toward this total shall include both new and existing employees of the Company, provided such employees are located in Stanly County on a full time basis. Employees of the Company will be eligible to participate in Company sponsored health insurance and retirement programs. Proof of employment shall be provided in the form of a notarized statement from a Certified Public Accountant licensed within the State of North Carolina and verified with the North Carolina Employment Security Commission. For purposes of this section “15 full-time employees” shall be defined as 15 actively employed individuals and shall not include vacant positions for which the Company is actively or otherwise recruiting. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill the vacancy.

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

## **2. INDUCEMENT PACKAGE**

### **A. COUNTY COMMITMENT**

(1.) COUNTY INDUCEMENT GRANT: The County, upon completion of this agreement, shall provide to the Company an inducement to offset facility development and acquisition costs in an amount not to exceed \$10,000 in equal installments over a five year period. The first installment shall occur during November of the 2010 calendar year upon receipt of proof that the minimum employment and 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. Proof of employment shall be a notarized statement by a Certified Public Accountant, licensed in the State of North Carolina. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the County.

(2.) TOTAL COUNTY COMMITMENT: The total County commitment for the Inducement Grant outlined in the paragraph above shall not exceed \$10,000.

## **3. EXPANSION OPPORTUNITY**

Participation in this agreement shall not exclude the Company from consideration for additional incentives from 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 based on new taxable investment and job creation in excess of

the minimum levels outlined in “Section 1” above. Any such agreement shall require a separate “Performance Agreement” which shall conform with all relevant State Statutes.

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

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

Acceptable forms of proof for taxable investment shall be the records of the County Tax Assessor. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and/or receipts of payment from the County Tax Collector. Acceptable forms of proof for employment numbers shall be in the form of a notarized statement from a North Carolina licensed Certified Public Accountant and be verifiable with the North Carolina Employment Security Commission.

#### **5. REMEDY**

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

**B. DELAY OF INCENTIVE INITIATION:** If the Company does not meet employment and investment goals enumerated above by January 1, 2011, the onset of this agreement may be delayed one (1) year, at the option of the Company. Written notification of a request to delay onset must be received by the County no later than December 31, 2010. This agreement shall initiate no later than January 1, 2012 and shall expire no later than December 31, 2016.

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

#### **6. SEVERABILITY**

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

Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

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

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

**8. GOVERNING LAWS**

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

**9. ENTIRE AGREEMENT**

The Company and the County agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

**AGREEMENT REVIEWED AND ACCEPTED BY:**

\_\_\_\_\_  
Steve Bradley Date  
Owner  
New Finish Sandblasting & Coating

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

\_\_\_\_\_  
Mr. Tony Dennis Date  
Chairman  
Stanly County Commissioners

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

**“Schedule A”**

| December 31 | Total Employees |
|-------------|-----------------|
| 2010        | 10              |
| 2011        | 15              |
| 2012        | 15              |
| 2013        | 15              |
| 2014        | 15              |

### **ITEM # 3 – SENIOR SERVICES**

**Presenter: Becky Weemhoff, Director**

#### **A. Senior Services Advisory Board Appointments**

Vice Chairman McIntyre made the motion to reappoint David Grigg and Drucy Tysinger for three year terms to expire September 30, 2012, and to appoint Sylvia Faulk and Vanessa Chambers for three year terms to expire September 30, 2012. His motion was seconded by Commissioner Lowder and passed by a vote of 5 – 0.

#### **B. Home and Community Care Block Grant (HCCBG) Advisory Board Appointments**

Commissioner Lowder made the motion to appoint Dr. Mike Riemann and Joyce Little to the HCCBG Advisory Board and was seconded by Commissioner Dunevant. The motion passed with a 5 – 0 vote.

### **ITEM # 4 – CONSIDERATION OF THE REFINANCING OF THE COUNTY'S 2001 AND 2002 GENERAL OBLIGATION BONDS**

**Presenter: Andy Lucas, County Manager**

The County Manager provided an overview of the process for refinancing the County's general obligation bonds. He then introduced Chris Alexander with First Tryon who provided more specific details on the current bond market as well as what information is taken into consideration when refinancing general obligation bonds.

The County Manager requested the Board consider and approve the following items:

1. Contract with Parker Poe to provide bond counsel for the refinancing of the 2001 and 2002 GO bonds based on the terms of the agreement.
2. Consider and approve the contract with First Tryon to provide financial advisory services consistent with the terms listed in the agreement.
3. Authorize staff to work with the contract financial advisor and bond counsel to prepare the necessary documents in accordance with the required procedures during the refinance process.

Commissioner Dunevant made the motion to approve the above items. Commissioner Smith seconded the motion which passed by unanimous vote.

### **ITEM # 5 – CONSENT AGENDA**

- A. Minutes – Regular meeting on October 5, 2009**
- B. Senior Services – Budget Amendment #2010-15 – request approval to accept ARRA funds in the amount of \$20,355 into the Senior Services budget**
- C. Senior Services – Budget Amendment #2010-16- request approval to move \$1,300 currently in the FY 09 FCSP budget into the FY 10 FCSP budget**
- D. Library – Request attached list of books be declared surplus and donated to the Friends of the Library for an ongoing book sale in the library branches**
- E. EMS – Request approval of the citizens listed to serve as Local Relief Fund Trustees**

Commissioner Smith made the motion to approve the consent agenda as presented and was seconded by Vice Chairman McIntyre. The motion passed by unanimous vote.

**PUBLIC COMMENT**

None

**GENERAL COMMENTS**

None

**CLOSED SESSION**

Commissioner Dunevant made the motion to go into closed session to discuss economic development in accordance with G.S. 143-318.11(a)(4) and to consult with the county attorney in accordance with G.S. 143-318.11(a)(3). His motion was seconded by Vice Chairman McIntyre and passed by unanimous vote.

**ADJOURN**

With no further business being brought forward, Vice Chairman McIntyre made the motion to adjourn the meeting until Monday, November 2, 2009 at 7:00 p.m. His motion was seconded by Commissioner Dunevant and passed by a 5 – 0 vote at 7:48 p.m.

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Tony M. Dennis, Chairman

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Tyler Brummitt, Clerk