

AGENDA



Andy Nickelston, Chairman
Ronnie Mendenhall, Vice Chairman
Rick Morris, Commissioner
Jimmy Walker, Commissioner
Ernest Lankford, Commissioner

REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Monday, August 24, 2020
1014 MAIN STREET
DANBURY, NC 27016
6:00 PM

Call to Order

Invocation

Pledge of Allegiance

- I. Approval of the Agenda**
- II. Comments - Managers/Commissioners**
- III. Public Hearing- 2021 Revaluation Schedule of Values**
- IV. Public Comments**
- V. Consent Agenda**
 - a. Minutes**
 - b. Budget Amendments**
 - c. Tax Administration Monthly Report**
 - d. Resolution for Installment Financing Contract and Deed of Trust**
 - e. Deed of Trust for Walnut Cove EMS and Maintenance Building Financing**
 - f. Installment Financing Contract for Walnut Cove EMS and Maintenance Building**
- VI. Information Agenda**
- VII. Discussion Agenda**
 - a. Salary Study Draft Report**
 - b. COVID-19 Funding Information**
 - c. Hospital Operations Board Appointment Request**

- d. **Animal Control Advisory Board Appointment Request**
- e. **Lewis Purchase Agreement**

VIII. Action Agenda

- a. **Board of Health Application**
- b. **Demolition of Old Prison Site**
- c. **Request to Abandon a Portion of Snyder Road- SR 1614**
- d. **Solar Farm Moratorium**
- e. **Hospital Operations Board Appointment Requests**

IX. Adjournment

*Anyone with a disability(is) who needs an accommodation to participate in this meeting is requested to inform us 48 hours prior to the scheduled time of the affected group meeting

*Attachments may be delivered before or at the time of the meeting

*Times may vary due to times preset for agenda items



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.a.

Minutes

Contact: Shannon Shaver

Summary:
Consent for Approval:

August 10, 2020 Regular Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
August 10, 2020 Regular Meeting Minutes	8/19/2020	Cover Memo

**STATE OF NORTH
CAROLINA**
COUNTY OF STOKES

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**OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
MONDAY AUGUST 10, 2020**

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a Regular Session in the Stokes County Administration Building in the Commissioners Chamber located in Danbury, North Carolina on Monday August 10, 2020 at 6:00 pm with the following members present:

Board of Commissioners Present: Chairman Andy Nickelston, Commissioner Rick Morris, Commissioner Jimmy Walker, and Commissioner Ernest Lankford

Absent: Vice Chairman Ronnie Mendenhall

County Administration Present: County Manager Jake Oakley, Assistant County Manager/Clerk to the Board Shannon Shaver, and Finance Director Julia Edwards

CALL TO ORDER

Chairman Nickelston called the Regular Meeting of the Board of Commissioners to order.

INVOCATION

Chairman Nickelston delivered the Invocation.

PLEDGE OF ALLEGIANCE

Chairman Nickelston lead the Board in the Pledge of Allegiance and invited those in attendance to join.

Chairman Nickelston noted that before he asked for a motion on the approval of the Agenda that he has a request to amend the agenda to add the Interlocal Agreement for Disbursement of Coronavirus Funds to the Discussion Agenda under item D. COVID-19 Funding Information. The Board was in concurrence to amend the agenda.

APPROVAL OF AGENDA

Commissioner Morris moved to approve the amended agenda.

Commissioner Lankford seconded the motion. The motion Passed.

Absent: Mendenhall

COMMENTS - Managers/Commissioners

Commissioner Morris commented:

- Welcome to everyone here and watching online.
- I will keep doing my office hours on the second Tuesday of the month from 4-7 pm by telephone if anyone wants to call me I will keep those hours open.

Commissioner Walker commented:

- I continue to be concerned about the peripheral damage being caused by the virus.
- Most people I talk to feel like the regulations are over restrictive and harmful.
- We have had three deaths in the county and the way those are reported are somewhat questionable.
- I am hearing strange things of tests that weren't even taken coming back positive.
- There is a wide extreme of views on this.
- We had three suicides in one week in our community and to me that is concerning.
- This as well as the increased drug use is collateral damage of this virus.
- People are frustrated and feel like a good part of there life has been taken away.

Commissioner Lankford commented:

- Thankful to be here and appreciate everyone coming out.
- In these trying times I just give my problems to the Lord.
- I am concerned about a lot of these problems that we are having even though I know our Lord is in control.

Chairman Nickelston did not make any comments.

County Manager Oakley did not make any comments.

Public Hearing -Financing of EMS Station 1 and Public Works Maintenance Building

Chairman Nickelston opened the Public Hearing at 6:08 pm.

Chairman Nickelston noted that the Notice of Public Hearing was advertised in the Stokes News on July 30, 2020 and on the County Website, and that the hearing is being conducted concerning the approval of the execution and delivery of the contract and financing of the county's construction of the EMS Station in Walnut Cove and the Public Works Maintenance Building.

Chairman Nickelston noted that there were no individuals signed up to speak and asked if anyone in attendance at the meeting wished to speak during the Public Hearing.

With no individuals signed up to speak and no one in attendance wishing to speak, Chairman Nickelston closed the Public Hearing at 6:09 pm.

Public Comments

Chairman Nickelston opened the floor for Public Comments at 6:09 pm.

With no individuals signed up to speak during Public Comments, Chairman Nickelston closed the floor for Public Comments at 6:10 pm.

CONSENT AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Minutes

Budget Amendments

Resolution for Financing of EMS Station 1 and Maintenance Building

Lottery Fund Application

Commissioner Morris moved to approve the Consent Agenda as presented.

Commissioner Lankford seconded the motion. The motion Passed.

Absent: Mendenhall

INFORMATION AGENDA

Chairman Nickelston noted that there were no items on the Information Agenda at tonight's meeting.

DISCUSSION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Tax Administration Monthly Report

Tax Administrator Richard Brim presented the following information from the Stokes County Tax Administration:

1. Monthly Reports for the month of July 2020.
 - a. Tax Collections Status Reports FY 2020-2021.
 - b. Real and Personal Releases less than \$100.00 per N.C.G.S. 105-381(b).
 - c. Real and Personal Refunds less than \$100.00 per N.C.G.S. 105-381(b).
2. Real and Personal Releases more than \$100.00.
3. Real and Personal Refunds more than \$100.00.
4. Tax Administrator Appointment Request.
5. 2021 Revaluation Schedule of Values.
6. Minimal Taxes.
7. Minimal Refunds.
8. Late Applications for Elderly Exemption.

9. Late Application for Disabled Veteran Exclusion.
10. Present Use-Value Late Applications.

Tax Administrator Richard Brim requested that the Tax Administrator Appointment Request for a 4 year appointment be moved to the Action Agenda tonight for approval.

Tax Administrator Richard Brim noted that a Public Hearing would be advertised and held at the next meeting on August 24, 2020 for the 2021 Revaluation Schedule of Values.

The following items were requested to be moved to the Consent Agenda for approval at the next meeting on August 24, 2020:

1. Real and Personal Releases more than \$100.00.
2. Real and Personal Refunds more than \$100.00.
3. Minimal Taxes.
4. Minimal Refunds.
5. Late Applications for Elderly Exemption.
6. Late Application for Disabled Veteran Exclusion.
7. Present Use-Value Late Applications.

After some discussion and with full consensus of the Board the Tax Administrator's 4 year appointment request was moved to the Action Agenda at tonight's meeting and the other items requested were moved to the Consent Agenda for the next meeting on August 24, 2020.

Health Department / Board of Health COVID-19 Update

Health Director Tammy Martin provided an update to the Board of Commissioners on the current situation in the county regarding COVID-19.

There was much discussion among the Board with no action needed on this item.

Board of Health Application

Assistant County Manager/Clerk to the Board Shannon Shaver presented the Board with an application received from the Board of Health for Tori Phipps. It was noted that the application is for the vacant dental representative position and that the individual applying works at Mabe and Mabe Dental in Walnut Cove, NC.

Chairman Nickelston opened the floor for nominations.

Commissioner Morris nominated Tori Phipps.

Commissioner Walker moved to close the floor for nominations.

Commissioner Lankford seconded.

Chairman Nickelston opened the floor for any discussion/questions/comments.

With no further discussion the motion Passed and this item with full consensus of the Board was moved to the Action Agenda at the next meeting.

COVID-19 Funding Information

County Manager Oakley and Assistant County Manager/Clerk to the Board Shannon Shaver presented the following information to the Board:

1. CARES ACT Funds Received
2. Municipality Funding
3. Grants to Small Businesses/Non-Profits with Proposed Application and Guidelines
4. COVID-19 Advisory Grant Review Committee
5. Public Works Utilities Waiver of Fees/Disconnections-North Carolina regulators have told the state's big for-profit electric, natural gas and water utilities to keep delaying disconnections through August as customers still struggle financially from COVID-19.

It was noted that the state Utilities Commission issued an order on July 29th, the same day a provision expired in Gov. Roy Cooper's separate executive order that prevented shutoffs for all residential customers. The expiration meant local governments and cooperatives could resume disconnections, but the commission wrote to say for-profit companies like Duke Energy and Dominion Energy must wait until at least Sept. 1st. The executive order on this ended on July 29th but Public Work Director Mark Delehant wanted to be sure the Board did not wish for him to extend this.

Chairman Nickelston opened the floor for any discussion/comments/questions.

There was much discussion among the Board and some suggested changes regarding the Proposed Application and Guidelines and the Board agreed to have these items brought back to the next meeting for approval.

There was full consensus of the Board to give Public Works Director Mark Delehant the authority to resume normal operations for utilities payments.

Demolition of Old Prison Site

Chairman Andy Nickelston and County Manager Oakley presented the Board with information on the demolition of the old prison property on Dodgetown Road. It was noted that this was in the proposed 19/20 budget with an estimated cost of \$120,000.00 but was removed from the budget before it was approved. It was noted that Perry Peterson had provided an estimated cost of \$403,000.00 in 2018 for complete demolition and site preparation but there were no formal bids received. County Manager Oakley requested that if the Board was interested in moving forward with receiving bids for this that he would recommend receiving bids for the demolition of the Bullins property on Dodgetown Road that the county purchased as well.

Chairman Nickelston opened the floor for any discussion/questions/comments.

There was much discussion among the Board and with full consensus this item was placed on the Action Agenda at the next meeting.

Request to Abandon a Portion of Snyder Road- SR 1614

County Manager Oakley presented information to the Board regarding a letter from the Department of Transportation on a request for the abandonment of a section of SR 1614 Snyder Road. It was noted that this request was assessed by the Tax Department and that this request does not create any issues blocking anyone's land or have any impact on emergency services or planning.

Chairman Nickelston opened the floor for any discussion/questions/comments.

After some discussion and full consensus of the Board this item was moved to the Action Agenda at the next meeting.

Solar Farm Moratorium

Commissioner Morris presented information to the Board regarding the Solar Farm Moratorium that has been discussed at past meetings. He noted that the Board could consider limiting the moratorium to farms 50 acres or more and set the length of time to state until the Planning Board can establish regulations.

Chairman Nickelston opened the floor for any discussion/questions/comments.

After much discussion and full consensus of the Board this item was placed on the Action Agenda at the next meeting.

Hospital Operations Board Appointment Requests

Commissioner Morris presented the Board with appointment requests for the Hospital Operations Committee and noted that the following applications were received and that these are being recommended by the members of the Board:

Greg Collins
Olivia Shelton
Debbie Vaden
Kimberly Walker
Dwayne Young

Chairman Nickelston opened the floor for nominations.

Commissioner Walker nominated the list as presented.

Commissioner Walker moved that the floor be closed for nominations.

Commissioner Lankford seconded.

Chairman Nickelston opened the floor for any discussion/questions/comments.

Commissioner Morris noted that he would like to ask County Attorney Browder if the Committee could have alternates.

Assistant County Manager/Clerk to the Board Shannon Shaver noted that she would contact County Attorney Browder about the alternates.

With no further discussion the motion Passed and with full consensus of the Board this item was moved to the Action Agenda at the next meeting.

Budget Review

Assistant County Manager/Clerk to the Board Shannon Shaver presented the Board with some possible dates for a Budget Review for the FY 20/21 Budget. She noted that this was discussed during the budget meetings and a tentative date was set but that date has been ruled out due to

Commissioner conflicts.

Chairman Nickelston opened the floor for any discussion/question/comments.

After some discussion the Budget Review was set for Monday November 16, 2020 at 3:00 pm.

ACTION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Walnut Cove Planning Board Appointment Request

Chairman Nickelston entertained a motion on the Walnut Cove Planning Board appointment presented at the last meeting and opened the floor for any additional nominations.

With no further nominations, Commissioner Morris moved that the floor be closed for nominations.

Commissioner Walker seconded.

Chairman Nickelston opened the floor for any discussion/questions/comments.

With no discussion the motion Passed.

Chairman Nickelston polled the Board.

Commissioner Morris-Lisa Lee Hairston
Commissioner Walker-Lisa Lee Hairston
Commissioner Lankford-Lisa Lee Hairston
Chairman Nickelston-Lisa Lee Hairston

Chairman Nickelston noted that Lisa Lee Hairston had been appointed to the Walnut Cove Planning Board as an ETJ Member.

Absent: Mendenhall

Tax Administrator Appointment

Chairman Nickelston entertained a motion on the 4 year appointment of Tax Administrator Richard Brim as presented at the meeting tonight.

Commissioner Morris moved approve the reappointment of Tax Administrator Richard Brim for an appointment of 4 years.

Commissioner Walker seconded.

Chairman Nickelston opened the floor for any discussion/questions/comments.

With no further discussion the motion Passed.

Absent: Mendenhall

Adjournment

With no further business to come before the Board, Chairman Nickelston entertained a motion to adjourn the meeting at 8:01 pm.

Commissioner Morris moved to to adjourn.

Commissioner Walker seconded the motion. The motion Passed.

Absent: Mendenhall

Shannon Shaver
Clerk to the Board

Andy Nickelston
Chairman



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.b.

Budget Amendments

Contact: Julia E. Edwards, Finance Director

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments #10 #11 #12 #13 #14	8/19/2020	Cover Memo

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Human Resources			
100.4121.000	Salaries & Wages	\$ 82,284.00	\$ 292.00	\$ 82,576.00
	Jail			
100.4320.000	Salaries & Wages	\$ 1,112,940.00	\$ 12,483.00	\$ 1,125,423.00
	Contingency			
100.9910.100	Leave Contingency	\$ 125,000.00	\$ (12,775.00)	\$ 112,225.00
	Total	\$ 1,320,224.00	\$ -	\$ 1,320,224.00

This budget amendment is justified as follows:

To transfer funds from leave payoff contingency for retired, resigned, terminated and comp time over limit payoff as of 08/14/20.

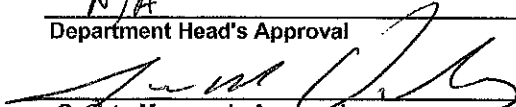
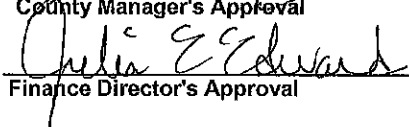
This will result in a net increase of \$0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			\$ -
	TOTALS	\$ -	\$ -	\$ -

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 24th day of August, 2020.

Verified by the Clerk of the Board

N/A	
Department Head's Approval	Date
	8-19-2020
County Manager's Approval	Date
	8/17/20
Finance Director's Approval	Date

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Sheriff's Department			
100.4310.351	Maint. & Repairs Auto	\$ 88,100.00	\$ 2,897.00	\$ 90,997.00
	Total	<u>\$ 88,100.00</u>	<u>\$ 2,897.00</u>	<u>\$ 90,997.00</u>

This budget amendment is justified as follows:

To appropriate insurance claim funds to repair wrecked vehicle.

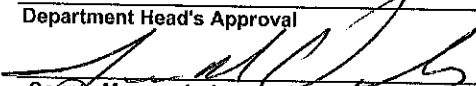
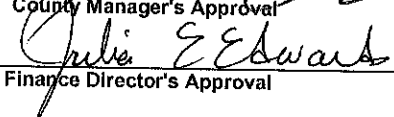
This will result in a net increase of \$5,271.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
100.3839.850	Insurance Claims	\$ 5,271.00	\$ 2,897.00	\$ 8,168.00
	TOTALS	<u>\$ 5,271.00</u>	<u>\$ 2,897.00</u>	<u>\$ 8,168.00</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 24th day of August, 2020

Verified by the Clerk of the Board

Department Head's Approval	_____	Date	_____
	_____	8-19-2020	_____
County Manager's Approval	_____	Date	_____
	_____	8/18/20	_____
Finance Director's Approval	_____	Date	_____

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Grant Fund			
205.4972.180	COVID-19 Recovery Act	\$ 991,781.00	\$ 415,675.00	\$ 1,407,456.00
205.4972.181	Municipality Appropriations	\$ -	\$ 469,153.00	\$ 469,153.00
	Total	<u>\$ 991,781.00</u>	<u>\$ 884,828.00</u>	<u>\$ 1,876,609.00</u>

This budget amendment is justified as follows:

To transfer funds from contingency for the repair air conditioner at Social Services building.

This will result in a net increase of \$0.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	Grant Fund			
205.3301.003	COVID-19 Recovery Act	\$ 991,781.00	\$ 884,828.00	\$ 1,876,609.00
	TOTALS	<u>\$ 991,781.00</u>	<u>\$ 884,828.00</u>	<u>\$ 1,876,609.00</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 24th day of August, 2020

Verified by the Clerk of the Board

<u>N/A</u>	_____	_____
Department Head's Approval		Date
<u>[Signature]</u>	_____	<u>8-19-2020</u>
County Manager's Approval		Date
<u>[Signature]</u>	_____	<u>8/18/20</u>
Finance Director's Approval		Date

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.5100.000	SALARIES	\$ 487,978.00	\$ 27,614.00	\$ 515,592.00
TOTALS		<u>\$ 487,978.00</u>	<u>\$ 27,614.00</u>	<u>\$ 515,592.00</u>

This budget amendment is justified as follows:

The Health Department received funds through the state to assist with COVID-19 related activities, including testing, tracing, surveillance, and infection control.

These funds will be used to pay salaries for employees working on COVID-19 response, including those who are responsible for testing, tracing, surveillance and infection control.

This will result in a net increase of \$27,614 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year and must be expended by 6/30/21.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.3301.256	HEALTH COVID-19 CARES ACT	\$ -	\$ 27,614.00	\$ 27,614.00
TOTALS		<u>\$ -</u>	<u>\$ 27,614.00</u>	<u>\$ 27,614.00</u>

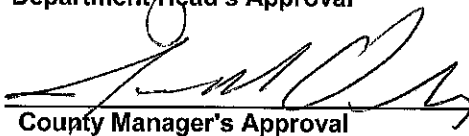
SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this _____ day of August, 2020.

Verified by the Clerk of the Board _____


Department Head's Approval

8-17-2020
Date


County Manager's Approval

8-19-2020
Date


Finance Director's Approval

8/18/20
Date

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Danbury Water Fund				
502.7140.511	Equipment Non Capitalized	\$ 4,000.00	\$ 1,650.00	\$ 5,650.00
	Total	<u>\$ 4,000.00</u>	<u>\$ 1,650.00</u>	<u>\$ 5,650.00</u>
Regional Sewer Fund				
5017140.511	Equipment Non Capitalized	\$ 4,000.00	\$ 1,650.00	\$ 5,650.00
	Total	<u>\$ 4,000.00</u>	<u>\$ 1,650.00</u>	<u>\$ 5,650.00</u>

This budget amendment is justified as follows:

To appropriation funds to purchase a ATV off state contract. A used ATV was budget \$8,000 (\$4,000 from each fund).

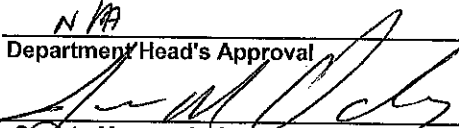
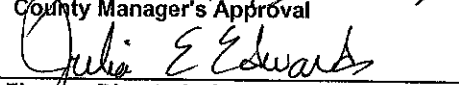
This will result in a net increase of \$3,300.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Danbury Water Fund				
502.3714.630	Water Fees	\$ 130,000.00	\$ 1,650.00	\$ 131,650.00
	TOTALS	<u>\$ 130,000.00</u>	<u>\$ 1,650.00</u>	<u>\$ 131,650.00</u>
Regional Sewer Fund				
501.3714.630	Sewer Fees	\$ 125,000.00	\$ 1,650.00	\$ 126,650.00
	TOTALS	<u>\$ 125,000.00</u>	<u>\$ 1,650.00</u>	<u>\$ 126,650.00</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 24th day of August, 2020

Verified by the Clerk of the Board

<i>N/A</i>	
Department Head's Approval	Date
	8-19-2020
County Manager's Approval	Date
	8/18/20
Finance Director's Approval	Date



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.c.

Tax Administration Monthly Report

Contact: Richard Brim, Tax Administrator

Summary:

Items were presented at the meeting on August 10, 2020 and moved to the Consent Agenda for the meeting on August 24, 2020.

1. Real and Personal Releases more than \$100.00.
2. Real and Personal Refunds more than \$100.00.
3. Minimal Taxes.
4. Minimal Refunds.
5. Late Applications for Elderly Exemption.
6. Late Application for Disabled Veteran Exclusion.
7. Present Use-Value Late Applications.

ATTACHMENTS:

Description	Upload Date	Type
Tax Items for Consent	8/19/2020	Cover Memo

STOKES COUNTY TAX ADMINISTRATION RELEASE REPORT FOR JULY, 2020

REAL AND PERSONAL PROPERTY RELEASES MORE THAN \$100

<u>NAME</u>	<u>ADDRESS</u>	<u>BILL NO.</u>	<u>AMOUNT</u>	<u>REASON</u>
HILL, RUTH M	PO BOX 462, KING, NC 27021	287998-2020-2020	\$489.88	LATE FORESTRY PUV ADJ
HILL, RUTH M	PO BOX 462, KING, NC 27021	287999-2020-2020	\$316.72	LATE FORESTRY PUV ADJ
OLD STILL VENTURES LLC	6858 OLD STILL TRL KERNERSVILLE, NC 27284	313485-2020-2020	\$1,116.18	DUPLEX ACQUIRED BY STATE OF NC FOR R.O.W.
SBN VENTURES LLC	124 FIVE FORKS ST, SUITE B-205 KING, NC 27021	290586-2020-2020	\$4,555.22	COMMERICAL BLDG BILLED IN DUPLICATION DUE TO ERROR

TOTAL AMOUNT \$6,478.00

Richard T. Brim 8/4/20
 RICHARD T. BRIM DATE
 TAX ADMINISTRATOR

 ANDY NICKELSTON DATE
 CHAIRMAN-STOKES COUNTY
 BOARD OF COMMISSIONERS

STOKES COUNTY TAX ADMINISTRATION REFUND REPORT FOR JULY, 2020 (PAGE 1 OF 2)

REAL AND PERSONAL PROPERTY REFUNDS MORE THAN \$100 PER NCGS 105-381(b)

<u>NAME</u>	<u>ADDRESS</u>	<u>BILL NUMBER</u>	<u>LEDGER</u>	<u>AMOUNT</u>	<u>REASON</u>
* PELL, JAMES GRAY JR	1667 SECHRIST LOOP	287187-2020-2020	100.3100.160	\$100.25	SINGLEWIDE
* PELL, MEAGHAN HOPE	PILOT MOUNTAIN, NC 27041		112.3100.160	\$100.25	MANUF HOME
			209.3100.160	\$25.87	DOUBLE-LISTED
			211.3100.160	\$12.94	
* PELL, JAMES GRAY JR	1667 SECHRIST LOOP	287187-2019-2019	100.4140.390	\$93.14	SINGLEWIDE
* PELL, MEAGHAN HOPE	PILOT MOUNTAIN, NC 27041		112.3100.160	\$107.37	MANUF HOME
			209.3100.160	\$25.87	DOUBLE-LISTED
			211.3100.160	\$12.94	
* PELL, JAMES GRAY JR	1667 SECHRIST LOOP	287187-2018-2018	100.4140.390	\$100.25	SINGLEWIDE
* PELL, MEAGHAN HOPE	PILOT MOUNTAIN, NC 27041		112.3100.160	\$100.25	MANUF HOME
			209.3100.160	\$25.87	DOUBLE-LISTED
			211.3100.160	\$12.94	

* NOTE: REGARDING PELL REFUND, MONIES SHOULD FIRST BE APPLIED TO OUTSTANDING STOKES COUNTY TAX BILLS 856855-2020-2020-01 & 856855-2020-2018-01 WITH REMAINING FUNDS TO BE MAILED TO MR. & MRS. PELL VIA CHECK

(CONTINUED)

STOKES COUNTY TAX ADMINISTRATION REFUND REPORT FOR JULY, 2020 (PAGE 2 OF 2)

REAL AND PERSONAL PROPERTY REFUNDS MORE THAN \$100 PER NCGS 105-381(b)

<u>NAME</u>	<u>ADDRESS</u>	<u>BILL NUMBER</u>	<u>LEDGER</u>	<u>AMOUNT</u>	<u>REASON</u>
PETERS, BRIAN SCOTT	129 WORTHINGWAY CT	29433106	100.3100.113	\$50.34	VEHICLE SOLD
PETERS, LORI TURNER	KING, NC 27021		100.2130.068	\$73.76	
			211.3100.001	\$6.99	
			100.3100.001	\$58.03	
ROSSOMANO, WILLIAM JOSEPH	431 LOGAN CT	50927439	100.3100.113	\$36.75	VEHICLE SOLD
	KING, NC 27021		100.2130.068	\$53.85	
			211.3100.001	\$5.11	
			100.3100.001	\$42.36	

TOTAL AMOUNT

\$1,045.13

Richard T. Brim
 RICHARD T. BRIM
 TAX ADMINISTRATOR

8/4/20
 DATE

 ANDY NICKELSTON
 CHAIRMAN-STOKES COUNTY
 BOARD OF COMMISSIONERS

 DATE



ORIGINAL

COUNTY OF STOKES
TAX ADMINISTRATION

Post Office Box 294 • 1014 Main Street • Administration Building • Danbury, NC 27016
Phone (336) 593-2811 • Fax (336) 593-4019

Date: July 29, 2020

To: Stokes County Board of Commissioners

From: Richard Brim, Tax Administrator

Reference: Minimal Taxes

BOC:

At the request of the BOC, the Stokes County Tax Administration has researched and gathered data relating to minimal tax bills. NCGS 105-321(f) addresses minimal taxes; "...Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body....".

The Stokes County Tax Administration emailed every county in North Carolina in regards to their county's minimal tax bill. We also calculated the cost associated with the mailing and processing of a tax bill, along with the impact of changing the minimum tax bill from \$1.00.

Minimal Tax Bills research findings:

- \$3.00 is the median Minimum Tax Bill generated within the thirty-one counties that responded to our email.
- Stokes County's cost associated with mailing and processing a tax bill is approximately \$3.00.
- The 2020 Tax Scroll for Stokes County indicates the following:
 - 359 Tax Bills, ranging from \$1.01 to \$3.00, totaling \$741.89 in tax levy.
 - 950 Tax Bills, ranging from \$3.01 to \$5.00, totaling \$3,729.99 in tax levy.

Based upon these findings, it is the recommendation of the Stokes County Tax Administration to amend the current minimum tax bill from \$1.00 to \$3.00 by resolution. The Stokes County Tax Administration will prepare a resolution reflecting this change to be adopted by the Stokes County Board of Commissioners in the near future. This resolution will be effective for Tax Year 2021.

I am requesting the BOC approve for the Stokes County Tax Administration to prepare a resolution reflecting this change.

Approval _____

Denial _____

Date _____

Date _____

Richard Brim
Tax Administrator

Andy Nickelston, Chairman
Stokes County Board of Commissioners



COUNTY OF STOKES
TAX ADMINISTRATION

ORIGINAL

Post Office Box 294 • 1014 Main Street • Administration Building • Danbury, NC 27016
Phone (336) 593-2811 • Fax (336) 593-4019

Date: July 30, 2020

To: Stokes County Board of Commissioners

From: Richard Brim, Tax Administrator

Reference: Minimal Refunds

NCGS 105-321(g) addresses minimal refunds "The governing body of a taxing unit that collects its own taxes may, by resolution, direct the taxing unit not to mail a refund for an overpayment of tax if the refund is less than fifteen dollars (\$15.00)... The taxing unit must implement a system to apply the minimal refund as a credit against the tax liability of the taxpayer for taxes due to the taxing unit for the next succeeding year."

Julia Edwards, Stokes County Finance Director, is in agreeance with making this procedural change.

The Stokes County Tax Administration will prepare a resolution reflecting this change to be adopted by the Stokes County Board of Commissioners in the near future. This resolution will be effective for Tax Year 2021.

I am requesting the BOC approve for the Stokes County Tax Administration to prepare a resolution reflecting this change.

Approval _____

Denial _____

Date _____

Date _____

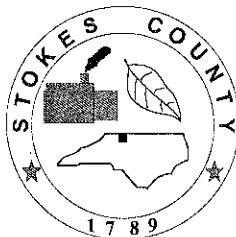
Richard Brim
Richard Brim
Tax Administrator

Andy Nickelston, Chairman
Stokes County Board of Commissioners

COUNTY OF STOKES

ORIGINAL

Richard Brim
Tax Administrator



Jackie Hostetter
Business Personal Property
Appraiser

Phone (336) 593-2811

TAX ADMINISTRATION

Fax (336) 593-4019

Post Office Box 294 • 1014 Main Street • Government Center • Danbury, NC 27016

August 4, 2020

To: Board of Commissioners

From: Richard Brim

Re: Saran Kay Hunter
Late application for elderly exemption for 2020

Abstract No: 291756
Parcel No: 599215544715

The above taxpayer owns land and dwelling located at 114 Brae Ridge Ln, King. She is requesting acceptance of a late application for the year 2020 for the elderly exemption. A review of her application and accompanying documents indicate that she qualifies for the exemption.


North Carolina General Statute 105-282.1(a1) states "...Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by...the board of county commissioners...as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to the property tax levied by the county or municipality in the calendar year in which the untimely application is filed."

Due to the circumstances of this request, and discussion with Ms. Hunter, the Tax Administration recommends approval by the Board of this late application.

Approval _____

Denial _____

Date _____


Richard Brim
Stokes County Tax Administrator

Andy Nickelston
Chairman, Board of Commissioners

COUNTY OF STOKES

ORIGINAL

Richard Brim
Tax Administrator



Jackie Hostetter
Business Personal Property
Appraiser

Phone (336) 593-2811

TAX ADMINISTRATION

Fax (336) 593-4019

Post Office Box 294 • 1014 Main Street • Government Center • Danbury, NC 27016

July 31, 2020

To: Board of Commissioners

From: Richard Brim

Re: Patricia D. Law
Late application for elderly exemption for 2020

Abstract No: 10142 and 283971

Parcel No: 5080-00-14-7705

The above taxpayer owns 2.04 acres of land and a single-wide mobile home located at 1550 Old Asbury Rd, Mount Airy. She is requesting acceptance of a late application for the year 2020 for the elderly exemption. A review of her application and accompanying documents indicate that she qualifies for the exemption.

North Carolina General Statute 105-282.1(a1) states "...Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by...the board of county commissioners...as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to the property tax levied by the county or municipality in the calendar year in which the untimely application is filed."

Due to the circumstances of this request, and discussion with Ms. Law, the Tax Administration recommends approval by the Board of this late application.

Approval _____

Denial _____

Date _____

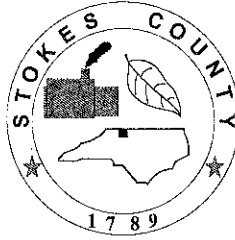
Richard Brim
Stokes County Tax Administrator

Andy Nickelston
Chairman, Board of Commissioners

COUNTY OF STOKES

ORIGINAL

Richard Brim
Tax Administrator



Jackie Hostetter
Business Personal Property
Appraiser

Phone (336) 593-2811

TAX ADMINISTRATION

Fax (336) 593-4019

Post Office Box 294 • 1014 Main Street • Government Center • Danbury, NC 27016

August 4, 2020

To: Board of Commissioners

From: Richard Brim

Re: Michael Nocks
Late application for Disabled Veteran Exclusion for 2020

Abstract No: 314488

Parcel No: 6963-16-84-2722

The above taxpayer owns a tract of land and a dwelling located at 1200 Brookridge Dr, Walnut Cove with an assigned tax value of \$106,400. He is requesting acceptance of a late application for the year 2020 under the veteran exclusion. A review of his application and accompanying documents indicate that he qualifies for the exemption.

North Carolina General Statute 105-281.1(a1) states "...Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by...the board of county commissioners...as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to the property tax levied by the county or municipality in the calendar year in which the untimely application is filed."

Due to the circumstances of this request, and discussion with Mr. Nocks, the Tax Administration recommends the Board approve the late application.

Approval _____

Denial _____

Date _____


Richard Brim
Stokes County Tax Administrator

Andy Nickelston
Chairman, Board of Commissioners

COUNTY OF STOKES

ORIGINAL

Richard T. Brim
Tax Administrator



Phone (336) 593-2811 TAX ADMINISTRATION Fax (336) 593-4019
Post Office Box 294 • 1014 Main Street • Government Center • Danbury, NC 27016

August 3, 2020

To: Stokes County Commissioners
From: Richard T. Brim, Tax Administrator
Subject: Present-Use Value Late Application

Per NCGS 105-277.4(a1), "Late Application.....an application may be approved by the board of equalization and review or, if that board is not in session, by the board of county commissioners."

We have (2) Present-Use Value late applications for Year 2020 on which the Tax Office is recommending approval:

<u>Taxpayer(s)</u>	<u>Parcel</u>	<u>Acreage</u>	<u>Reason</u>
HILL, RUTH M.	5982-02-66-2983	21.98	Late Delivery of Forestry Use Value App.
HILL, RUTH M.	5982-02-66-6382	11.02	Late Delivery of Forestry Use Value App.
HILL, RUTH M.	5982-02-56-4475	1.11	Late Delivery of Forestry Use Value App.
APPROVAL _____ DENIAL _____			

<u>Taxpayer(s)</u>	<u>Parcel</u>	<u>Acreage</u>	<u>Reason</u>
DENNY, ROY HARLAN DENNY, JEANETTE	6903-01-38-8199	13.60	Late Delivery of Farm Use Value App.
APPROVAL _____ DENIAL _____			

Date 8/4/20

Date _____

Richard T. Brim

Richard T. Brim
Tax Administrator

Andy Nickelston, Chairman
Stokes County Board of Commissioners



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.d.

Resolution for Installment Financing Contract and Deed of Trust

Contact: Julia E. Edwards, Finance Director

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Installment Financing Contract and Deed of Trust	8/19/2020	Cover Memo



Stokes County

Finance Department

P.O. Box 20

Danbury, NC 27016

Email: jedwards@co.stokes.nc.us

(336) 593-2405

(336) 593-2346 Fax

TO: Board of County Commissioners
FROM: Julia E. Edwards, Finance Director
DATE: August 19, 2020
RE: Resolution for Installment Financing Contract and Deed of Trust

Attached is the resolution approving an installment financing contract and deed of trust for the Walnut Cove EMS Station and Maintenance Building. Please approve the resolution in the consent agenda.

If you have any questions, please contact me.

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Stokes, North Carolina, was duly held on August 24, 2020 at 6:00 p.m. in the Commissioners' Chambers on the 2nd Floor of the Ronald Wilson Reagan Memorial Building (Administration Building) located at 1014 Main Street, Danbury, North Carolina 27016. Chairman Andy Nickelston presiding.

The following members were present:

The following members were absent:

_____ presented the following resolution, copies of which having been made available to the Board of Commissioners, for adoption:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Stokes, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of money advanced or made available for such construction;

WHEREAS, the Board of Commissioners of the County of Stokes, North Carolina (the "*Board*"), has previously determined that it was in the best interest of the County to (a) enter into an installment financing contract (the "*Contract*") with Truist Bank (the "*Bank*") in order to obtain sufficient funds to construct (i) a new Emergency Medical Services Station (the "*EMS Station*") in the County, and (ii) a new Maintenance Facility in the County (collectively, the "*Project*") and (b) to enter into a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") related to the County's fee simple interest in the real property on which the EMS Station will be located (the "*Mortgaged Property*") that will provide security for the County's obligations under the Contract;

WHEREAS, the Board previously conducted a public hearing with respect to the Project to receive public comments on the proposed financing, the Contract, and the Deed of Trust, and the County has filed an application with the LGC for approval of the LGC with respect to the County entering into the Contract;

WHEREAS, there has been presented to the Board the forms of the Contract and the Deed of Trust (collectively, the "*Instruments*"), copies of which are attached hereto, which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing at a fixed rate of interest and for a maximum principal amount of \$1,265,000, all as further specified in the Instruments;

WHEREAS, it appears that each of the Instruments is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. Ratification of Prior Actions. All actions of the County, the County Manager, the Finance Director of the County, and the Clerk to the Board and their respective designees in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. Approval, Authorization and Execution of Instruments. The County hereby approves the financing of the Project in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The County hereby approves the amount advanced by the Bank to the County pursuant to the Contract in an aggregate principal amount not to exceed \$1,265,000, such amount to be repaid by the County to the Bank as provided in the Contract. The form, terms and content of the Instruments are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Director of the County, and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the County, including necessary counterparts, in substantially the forms attached hereto, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Instruments, the Chairman, the County Manager, the Finance Director of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

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

Section 4. Severability. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration does not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. Effective Date. This Resolution is effective on the date of its adoption.

On motion of _____, seconded by _____, the foregoing resolution entitled: "**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF**

TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF STOKES) SS:

I, SHANNON SHAVER, Clerk to the Board of Commissioners of the County of Stokes, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled: **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS”** was adopted by the Board of Commissioners of the County of Stokes, North Carolina, at a meeting held on the 24th day of August, 2020.

WITNESS my hand and the corporate seal of the County of Stokes, North Carolina, this the 24th day of August, 2020.

(SEAL)

Shannon Shaver
Clerk to the Board of Commissioners
County of Stokes, North Carolina

OFFICE OF THE STOKES COUNTY ATTORNEY



MEMORANDUM OF APPROVAL


To: Julia Edwards

From: County Attorney, J. Tyrone Browder

Date: August 14, 2020

Re: Resolution approving Installment Financing, Installment Financing Contract, Deed of Trust and Closing Memorandum in connection with installment financing for the construction of a new EMS station and a new County Maintenance Facility

This memorandum serves as documentation that the above referenced documents have been approved as to form and legal sufficiency by the undersigned.



J. Tyrone Browder, Stokes County Attorney



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.e.

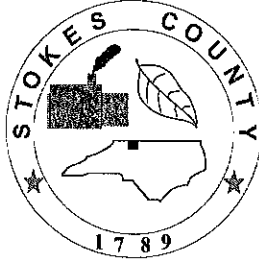
Deed of Trust for Walnut Cove EMS and Maintenance Building Financing

Contact: Julia E. Edwards, Finance Director

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Deed of Trust	8/19/2020	Cover Memo



Stokes County

Finance Department

P.O. Box 20

Danbury, NC 27016

Email: jedwards@co.stokes.nc.us

(336) 593-2405

(336) 593-2346 Fax

TO: Board of County Commissioners
FROM: Julia E. Edwards, Finance Director
DATE: August 19, 2020
RE: Deed of Trust

Attached is the deed of trust for the Walnut Cove EMS Station and Maintenance Building financing. Please approve the resolution in the consent agenda.

If you have any questions, please contact me.

Prepared by and Return to: Rebecca B. Joyner, Esq.
301 Fayetteville Street, Suite 1400
Raleigh, North Carolina 28602

STATE OF NORTH CAROLINA

COUNTY OF STOKES

**DEED OF TRUST,
SECURITY AGREEMENT
AND FIXTURE FILING**

This **DEED OF TRUST AND SECURITY AGREEMENT** is made and entered into as of September 1, 2020 (this "*Deed of Trust*"), from the **COUNTY OF STOKES, NORTH CAROLINA** (the "*Grantor*"), 1014 Main Street, Danbury, North Carolina 27016, to **BB&T COLLATERAL SERVICE CORPORATION**, as trustee (the "*Trustee*"), 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, for the benefit of **TRUIST BANK** (the "*Bank*"), 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217 (the Bank and its successors and assigns hereinafter called the "*Beneficiary*").

PREAMBLES

WHEREAS, the Grantor and the Bank have entered into an Installment Financing Contract dated as of September 1, 2020 (the "*Contract*"), pursuant to which (1) the Bank has agreed to advance funds to enable the Grantor to finance the Project (as defined in the Contract), and (2) the Grantor has agreed to make the Installment Payments (as defined in the Contract) to the Bank;

WHEREAS, this Deed of Trust has been executed and delivered to secure (1) the obligations of the Grantor to make the Installment Payments, and (2) the payment and performance of all of the other liabilities and obligations, whether now existing or hereafter arising, of the Grantor to the Bank under the Contract, all such obligations and liabilities described in (1) or (2) above hereinafter collectively called the "*Indebtedness*";

WHEREAS, it is intended that this Deed of Trust comply with the provisions of Sections 45-67, *et. seq.* of the General Statutes of North Carolina, as amended; and for purposes of complying with such provisions, the Grantor hereby represents as follows:

(a) This Deed of Trust has been executed and delivered by the Grantor to secure present and future Indebtedness which may be incurred from time to time under the Contract;

(b) The maximum principal amount, including present and future Indebtedness, which may be secured by this Deed of Trust at any one time is \$1,265,000 (exclusive of advances that may be made under the terms of the Contract or this Deed of Trust for the protection of collateral, payment of taxes, impositions and assessments, attorneys' fees and costs and other sums which the Grantor is required by the terms of said instruments to repay), subject to the limitation that any increase must be authorized by the Grantor's governing board and at no time shall the total principal amount of Indebtedness secured hereby exceed said maximum principal sum of \$1,265,000 plus interest, attorneys' fees and costs and other sums for the protection of collateral, payment of taxes, impositions and assessments and similar sums advanced by the Beneficiary which the Grantor is obligated to repay hereunder, under the Contract, or otherwise;

(c) The period within which such future Indebtedness may be incurred shall expire not later than 30 years from the date of this Deed of Trust, and shall be effective without the recordation of an amendment, modification or supplement to this Deed of Trust; and

(d) It shall not be a requirement for any such future Indebtedness to be secured hereby that the Grantor sign an instrument or other notation stipulating that such Indebtedness is secured by this Deed of Trust, as no such future Indebtedness is required, under the Contract or otherwise, to be evidenced by a written instrument or notation; and

WHEREAS, the Grantor desires to secure (1) the payment of the Indebtedness and any renewals, modifications or extensions thereof, in whole or in part, and (2) the additional payments hereinafter agreed to be made by or on behalf of the Grantor, by a conveyance of the lands and security interests hereinafter described;

NOW, THEREFORE, in consideration of the above preambles and for the purposes aforesaid, and in further consideration of the sum of \$10.00 paid to the Grantor by the Trustee and other valuable consideration, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its heirs, successors and assigns, the following property (hereinafter collectively referred to as the "*Mortgaged Property*"):

(a) The real property lying and being in the County of Stokes, North Carolina, and described below and in the legal description attached as Exhibit A hereto (hereinafter referred to as the "*Real Property*");

SEE EXHIBIT A ATTACHED HERETO FOR THE REAL
PROPERTY DESCRIPTION, WHICH EXHIBIT A IS
SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

(b) All buildings, structures, additions and improvements of every nature whatsoever now or hereafter situated on or about the Real Property (the "*Improvements*").

(c) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes and other machinery, equipment or other tangible personal property, which are or shall be so attached to the Improvements, including all extensions, additions, improvements, betterments, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing,

as to be deemed to be fixtures under North Carolina law (collectively, the “*Fixtures*”) and accessions to the Real Property and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Indebtedness. The location of the collateral described in this paragraph is also the location of the Real Property, and the record owner of the Real Property is the Grantor.

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor.

(e) All leases affecting the Mortgaged Property or any part thereof and all income, rents and issues of the Mortgaged Property and the Improvements now or hereafter located thereon from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by the Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same; reserving only the right to the Grantor to collect and apply the same (other than insurance proceeds and condemnation payments) so long as the Grantor is not in Default hereunder.

TO HAVE AND TO HOLD, the Mortgaged Property unto the Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts, terms and conditions and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that the Grantor is lawfully seized of the Mortgaged Property in fee simple and has the right to convey the same in fee simple; that, except for Permitted Encumbrances (as defined in Exhibit B attached hereto and specifically incorporated herein by reference), the same are free and clear of all encumbrances, and that the Grantor will warrant and defend the title to the same against the claims of all persons whomsoever arising by, under or through the Grantor.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay the Indebtedness in accordance with the terms of the Contract, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Grantor.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, the Grantor hereby further covenants and agrees as follows:

ARTICLE I

Section 1.1. ***Payment of Indebtedness***. The Grantor will pay the Indebtedness and all other sums now or hereafter secured hereby promptly as the same shall become due.

Section 1.2. *Taxes, Liens and Other Charges.*

(a) The Grantor will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Mortgaged Property; and will furnish the Beneficiary, on or before the final date whereon the same can be paid without penalty, evidence of the due and punctual payment of all such taxes, assessments and other fees and charges. Nothing contained herein shall require the payment or discharge of any such tax, lien, assessment or charge by the Grantor for so long as the Grantor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings provided that such proceedings shall prevent (1) the collection thereof or other realization thereof and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same or (2) the enforcement thereof, against the Grantor, the Trustee, the Beneficiary and the Mortgaged Property and so long as the Grantor first deposits with the Beneficiary in escrow such sums or other security as the Beneficiary may reasonably require to assure Beneficiary of the availability of sufficient monies to pay such tax, lien, assessment or charge if and when the same is finally determined to be due.

(b) The Grantor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created and to remain outstanding upon all or any part of the Mortgaged Property. The Grantor shall be entitled to discharge such liens by bonds or to contest any such liens pursuant to the same procedure as the Grantor is entitled to contest taxes in the preceding Subsection 1.2(a).

Section 1.3. *Insurance.*

(a) The Grantor shall procure for, deliver to and maintain for the benefit of the Beneficiary, and shall deliver to the Beneficiary at the Beneficiary's request, during the term of this Deed of Trust, the insurance coverage required by the Contract. Such insurance shall be noncancellable except upon at least 30 days' prior written notice to the Beneficiary, and shall otherwise comply with the requirements of the Contract.

(b) The Beneficiary is hereby authorized and empowered and, at its option, with participation of the Grantor, to adjust or compromise any loss under any insurance policies maintained pursuant to this Section 1.3, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Grantor and the Beneficiary jointly. The net proceeds from any such policy or policies shall be applied as provided in the Contract. The Beneficiary shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) For the portion of such insurance which is not self-insurance, at least 30 days prior to the expiration date of each policy maintained pursuant to this Section 1.3, a renewal or replacement thereof satisfactory to the Beneficiary shall be delivered by the Grantor to the Beneficiary, if requested. In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness secured hereby, all right, title and interest of the Grantor in and to all insurance policies then in force shall pass to the purchaser or Beneficiary, as appropriate.

Section 1.4. *Condemnation.* In the event there hereafter occurs a condemnation (which term when used in this Deed of Trust shall include any damage or taking by any governmental authority or other entity having the power of eminent domain, and any transfer by private sale in lieu thereof), resulting in

any damage or taking, either temporarily or permanently, of (1) the entire Mortgaged Property, (2) so much of the Mortgaged Property as causes the remainder of the Mortgaged Property to be in violation of any zoning laws, restrictive covenants or similar laws, regulations or restrictions affecting the Mortgaged Property, and the Grantor fails to cure such violation within 30 days of the condemnation or such violation does not prevent the Grantor's continued use of the Mortgaged Property in the ordinary course of its business or (3) so much of the Mortgaged Property that, in the sole reasonable opinion of the Beneficiary, the value of the Mortgaged Property is materially and adversely affected, then, and in any one of said events, the Grantor shall repay the Indebtedness in accordance with Article VIII of the Contract. To the extent permitted by law, the Beneficiary shall be entitled to receive all compensation, awards and other payments or relief thereof. The Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Grantor to the Beneficiary. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including reasonable attorneys' fees, the Beneficiary shall apply the net proceeds as provided in the Contract, subject to the terms of Article VIII of the Contract. Any balance of such monies then remaining shall be paid to the Grantor. The Grantor hereby agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Beneficiary may require.

Section 1.5. *Care of Mortgaged Property.*

(a) The Grantor will keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Real Property or any part thereof in good condition and repair, will not commit or suffer any waste, and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except for structures existing on the date of this Deed of Trust, the Grantor will not remove or demolish nor alter the structural character of any improvement located on the Real Property without the prior written consent of the Beneficiary.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Grantor will give immediate written notice thereof to the Beneficiary and the Trustee.

(d) Upon reasonable notice to the Grantor, the Beneficiary or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours. The Beneficiary agrees that any confidential information about the Grantor obtained in the exercise of its rights under this subparagraph (d) shall, except as otherwise required by law or regulation applicable to the Beneficiary, be maintained in a confidential manner and shall be used by the Beneficiary only for the protection of its rights and interests hereunder.

(e) The Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority (including, but not limited to, all environmental and ecological laws and regulations) affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged or destroyed as described in Section 8.1 of the Contract, the Grantor will promptly repair, restore, modify, improve or replace the Mortgaged Property or any remaining portions in accordance with Section 8.2 of the Contract or, under certain circumstances described in Section 8.3 of the Contract, apply any Net Proceeds (as defined in the Contract) as provided for in Section 8.3 of the Contract.

Section 1.6. ***Leases and Other Agreements Affecting Property.*** The Grantor will duly and punctually perform all terms, covenants, conditions and agreements binding upon the Grantor under any lease or any other agreement of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. The Grantor will furnish the Beneficiary with executed copies of all leases now or hereafter created upon the Mortgaged Property or any part thereof, and all leases now or hereafter entered into will be in form and substance subject to the prior written approval of the Beneficiary. The Grantor will not, without the express written approval of the Beneficiary (which approval will not be unreasonably withheld or delayed), modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, nor will the Grantor permit an assignment or a subletting by any tenant without the prior express written approval of the Beneficiary.

Section 1.7. ***Security Agreement and Fixture Filing.*** With respect to the Fixtures, this Deed of Trust is hereby made and declared to be a security agreement in favor of the Beneficiary encumbering each and every item of such property included herein as a part of the Mortgaged Property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of North Carolina (the "State"), and the Grantor hereby grants a security interest to the Beneficiary in and to all of such Fixtures. This Deed of Trust shall constitute a financing statement filed as a fixture filing in accordance with N.C. Gen. Stat. §25-9-502 (or any amendment thereto). For purposes of complying with the requirements of N.C. Gen. Stat. §25-9-502, the name of Grantor, as Debtor, and Beneficiary, as Secured Party, and the respective addresses of Grantor, as Debtor, and Beneficiary, as Secured Party, are set forth on the first page of this Deed of Trust. Grantor authorizes Beneficiary to effect any filing or recording of any additional financing statements relating to the Fixtures or amendments thereto where appropriate to perfect and continue the security interest in, and to protect and preserve, the Fixtures. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed of Trust shall be (1) as prescribed herein, or (2) as prescribed by general law, or (3) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at the Beneficiary's sole election. The mention in any such financing statement or statements of the rights in and to (a) the proceeds of any fire and/or hazard insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, or (c) the Grantor's interest as lessor in any present or future lease or rights to rents, issues or awards growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of the Beneficiary as determined by this Deed of Trust or affect the priority of the Beneficiary's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of the Beneficiary in the event any court shall at any time hold with respect to the foregoing clauses (a), (b) or (c) of this sentence, that notice of the Beneficiary's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records.

Section 1.8. ***Further Assurances; After Acquired Property.*** At any time, and from time to time, upon request by the Beneficiary, the Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Beneficiary and/or the Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (1) the obligations of the Grantor under the Contract or this Deed of Trust and (2) the security interest created under this Deed of Trust as a first and prior lien upon and security title in and to all of the Mortgaged Property, subject to Permitted Encumbrances, whether now owned or hereafter acquired by the Grantor.

Section 1.9. **Expenses.** The Grantor will pay or reimburse the Beneficiary and the Trustee, upon demand therefor, for all reasonable attorneys' fees, costs and expenses actually incurred by the Beneficiary and the Trustee in any suit, action, legal proceeding or dispute of any kind in which the Beneficiary and/or the Trustee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness secured hereby, this Deed of Trust or the interest created herein, or the Mortgaged Property, including, but not limited to, the exercise of the power of sale contained in this Deed of Trust, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, but excepting therefrom any negligence or willful misconduct by the Beneficiary or any breach of this Deed of Trust by the Beneficiary; and all such amounts paid by the Beneficiary shall be added to the Indebtedness.

Section 1.10. **Estoppel Affidavits.** The Grantor, upon 10 days' prior written notice, shall furnish the Beneficiary a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness and whether or not any offsets or defenses exist against such principal and interest.

Section 1.11. **Subrogation.** The Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Indebtedness.

Section 1.12. **Books, Records, Accounts and Annual Reports.** The Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts relating to the Mortgaged Property. The Beneficiary shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Grantor or such other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Beneficiary shall desire.

Section 1.13. **Limit of Validity.** If from any circumstances whatsoever fulfillment of any provision of this Deed of Trust or the Contract at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto* the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed of Trust or the Contract that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Section 1.14. **Changes in Ownership.** The Grantor hereby acknowledges to the Beneficiary that (1) the identity and expertise of the Grantor were and continue to be material circumstances upon which the Beneficiary has relied in connection with, and which constitute valuable consideration to the Beneficiary for, the extending to the Grantor of the Indebtedness and (2) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Indebtedness granted to the Beneficiary by this Deed of Trust. The Grantor therefore covenants and agrees with the Beneficiary, as part of the consideration for the extending to the Grantor of the Indebtedness, that the entire Indebtedness shall, at the option of the Beneficiary, become immediately due and payable, should the Grantor further encumber, pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property or any portion thereof without the prior written consent of the Beneficiary or except as otherwise permitted herein.

Section 1.15. **Use and Management of the Mortgaged Property.** The Grantor shall not alter or change the use of the Mortgaged Property or abandon the Mortgaged Property without the prior written consent of the Beneficiary.

Section 1.16. **Acquisition of Collateral.** The Grantor shall not acquire any portion of the personal property, if any, covered by this Deed of Trust, subject to any security interest, conditional sales contract, title retention arrangement or other charge or lien taking precedence over the security title and lien of this

Deed of Trust without the prior written consent of the Beneficiary.

Section 1.17. *Hazardous Material.*

(a) The Grantor represents, warrants and agrees that, except as previously disclosed to the Bank in writing: (1) the Grantor has not used or installed any Hazardous Material (as hereinafter defined) in violation of applicable Environmental Laws on, from or in the Mortgaged Property and to the Grantor's actual knowledge no other person has used or installed any Hazardous Material on, from or in the Mortgaged Property; (2) to the Grantor's knowledge, no other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property or any other property owned by the Grantor except as previously disclosed to the Beneficiary; (3) to the best of the Grantor's knowledge the Mortgaged Property is presently in compliance with all applicable Environmental Laws, and there are no facts or circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property, which may violate any applicable Environmental Laws, and there is not now pending or, to the best knowledge of the Grantor, threatened any action, suit, investigation or proceeding against the Grantor or the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy against the Grantor or the Mortgaged Property under any of the Environmental Laws; (4) the Mortgaged Property shall be kept free of Hazardous Materials to the extent required by applicable Environmental Laws, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials other than the processing of materials in the ordinary course of the Grantor's business as of the date hereof; (5) the Grantor shall not cause or permit the installation of Hazardous Materials in, on, over or under the Mortgaged Property or a Release (as hereinafter defined) of Hazardous Materials unto or from the Mortgaged Property or suffer the presence of Hazardous Materials in, on, over or under the Mortgaged Property in violation of applicable Environmental Laws; (6) the Grantor shall comply with Environmental Laws applicable to the Mortgaged Property, all at no cost or expense to the Beneficiary or the Trustee; (7) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary for the Mortgaged Property to comply with applicable Environmental Laws (the "Permits") and the Grantor will be and at all times remain in full compliance with the terms and provisions of the Permits; (8) to the best of the Grantor's knowledge there has been no Release of any Hazardous Materials on or from the Mortgaged Property in violation of applicable Environmental Laws, whether or not such Release emanated from the Mortgaged Property or any contiguous real estate which has not been abated and any resulting violation of applicable Environmental Laws abates; (9) the Grantor shall immediately give the Beneficiary oral and written notice in the event that the Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and the Grantor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws.

(b) To the fullest extent permitted by applicable law, the Grantor hereby agrees to indemnify the Beneficiary and the Trustee and hold the Beneficiary and the Trustee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against the Beneficiary, the Trustee and/or the Mortgaged Property for, with respect to, or as a direct or indirect result of: (1) the presence of Hazardous

Materials in, on or under the Mortgaged Property, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Mortgaged Property of any Hazardous Materials regardless of whether or not caused by or within the control of the Grantor; (2) the violation of any Environmental Laws applicable to the Mortgaged Property or the Grantor, whether or not caused by or within the control of the Grantor; (3) the failure by the Grantor to comply fully with the terms and provisions of this Section 1.17; (4) the violation of any of the Environmental Laws in connection with any other property owned by the Grantor, which violation gives or may give rise to any rights whatsoever in any party with respect to the Mortgaged Property by virtue of any of the Environmental Laws, whether or not such violation is caused by or within the control of the Grantor; or (5) any warranty or representation made by the Grantor in subparagraph (a) of Section 1.17 being false or untrue in any material respect.

(c) In the event the Beneficiary has a reasonable basis to suspect that the Grantor has violated any of the covenants, warranties, or representations contained in this Section 1.17, or that the Mortgaged Property is not in compliance with the applicable Environmental Laws for any reason, the Grantor shall take such steps as the Beneficiary reasonably requires by written notice to the Grantor in order to confirm or deny such occurrences, including, without limitation, the preparation of environmental studies, surveys or reports. In the event that the Grantor fails to take such action, the Beneficiary may take such action as the Beneficiary reasonably believes necessary to protect its interest, and the cost and expenses of all such actions taken by the Beneficiary, including, without limitation, the Beneficiary's reasonable attorneys' fees, shall be added to the Indebtedness.

(d) For purposes of this Deed of Trust: (1) "*Hazardous Material*" or "*Hazardous Materials*" means and includes, without limitation, (A) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, as amended, or in any applicable state or local law or regulation, (B) hazardous substances, as defined in CERCLA, or in any applicable state or local law or regulation, (C) gasoline, or any other petroleum product or by-product, (D) toxic substances, as defined in the Toxic Substances Control Act of 1976, as amended, or in any applicable state or local law or regulation or (E) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, as amended, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time; (2) "*Release*" shall have the meaning given such term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA; and (3) "*Environmental Law*" or "*Environmental Laws*" shall mean any "*Super Fund*" or "*Super Lien*" law, or any other federal, state or local statute, law, ordinance or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986, as amended ("*SARA*"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("*CERCLA*"); The Clean Air Act, as amended ("*CAA*"); the Clean Water Act, as amended ("*CWA*"); The Toxic Substance Control Act, as amended ("*TSCA*"); the Solid Waste Disposal Act, as amended ("*SWDA*"), as amended by the Resource Conservation and Recovery Act, as amended ("*RCRA*"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970, as amended ("*OSHA*"). The obligations and liabilities of the Grantor under this Section 1.17 which arise out of events or actions occurring prior to the satisfaction of this Deed of Trust shall survive the exercise of the power of sale under or foreclosure of this Deed of Trust, the delivery of a deed in lieu of foreclosure of this Deed of Trust, the

cancellation or release of record of this Deed of Trust, and/or the payment in full of the Indebtedness.

(e) The parties expressly agree that an event under the provisions of Section 1.17 which may be deemed to be a default under this Deed of Trust shall not be a default until the Grantor has received notice of such event. Further, in terms of compliance with future governmental laws, regulations or rulings applicable to environmental conditions, the Grantor shall be permitted to afford itself of any defense or other protection against the application or enforcement of any such law, regulation or ruling.

ARTICLE II

Section 2.1. **Events of Default.** The terms “*Default*”, “*Event of Default*” or “*Events of Default*,” wherever used in this Deed of Trust, shall mean any one or more of the following events:

- (a) Failure by the Grantor to pay any principal component or interest component of the Installment Payments when due as required by the Contract or by this Deed of Trust; or
- (b) Failure by the Grantor to duly observe or perform after notice and lapse of any applicable grace period any other term, covenant, condition or agreement of this Deed of Trust; or
- (c) Any warranty of the Grantor contained in this Deed of Trust, proves to be untrue or misleading in any material respect; or
- (d) The occurrence of any “*Event of Default*” under the Contract.

Section 2.2. **Acceleration upon Default, Additional Remedies.** In the event an Event of Default shall have occurred and is continuing, the Beneficiary may declare all Indebtedness to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof, and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents and issues thereof, including those rents and issues past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney’s fees, upon any Indebtedness, all in such order as the Beneficiary may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents and issues and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents and issues, the Trustee or the Beneficiary shall be entitled to exercise every right provided for in any instrument securing or relating to the Indebtedness or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, specially enforce any of the covenants hereof, or cause the Trustee to foreclose this Deed of Trust by power of sale; and

(c) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of North Carolina or under any other applicable laws.

(d) Notwithstanding any provision to the contrary in this Deed of Trust, no deficiency judgment may be rendered against the Grantor in any action to collect any of the Indebtedness secured by this Deed of Trust and the taxing power of the Grantor is not and may not be pledged directly or indirectly or contingently to secure any monies due or secured under this Deed of Trust.

Section 2.3. **Foreclosure by Power of Sale.** Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify the Trustee and shall deposit with the Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as the Trustee may require.

Upon application of the Beneficiary, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust and upon such sale, the Trustee shall convey title to the purchaser in fee simple. After retaining from the proceeds of such sale just compensation for the Trustee's services and all expenses incurred by the Trustee, including a the Trustee's commission not exceeding 1% of the bid and reasonable attorneys' fees for legal services actually performed, the Trustee shall apply the residue of the proceeds first to the payment of all sums expended by the Beneficiary under the terms of this Deed of Trust; second, to the payment of the Indebtedness and interest thereon secured hereby; and the balance, if any, shall be paid to the Grantor. The Grantor agrees that in the event of sale hereunder, the Beneficiary shall have the right to bid thereat. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed 25% of the bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price.

Section 2.4. **Performance by the Beneficiary on Defaults by the Grantor.** If the Grantor shall Default in the payment, performance or observance of any term, covenant or condition of this Deed of Trust, the Beneficiary may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Beneficiary in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Grantor to the Beneficiary with interest thereon at the rate provided in the Contract. The Beneficiary shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Beneficiary is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Grantor or any person in possession holding under the Grantor.

Section 2.5. **Receiver.** If an Event of Default shall have occurred and is continuing and such Event of Default as to Events of Default occurring under Subsections 2.1(b), (c) and (d) hereof continues uncured for a period of 30 days or more after written notice of such Event of Default is given by the Beneficiary to the Grantor, the Beneficiary, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the adequacy or value of any security

for the Indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver or receivers to take possession of and to operate the Mortgaged Property and to collect and apply the rents and issues thereof. The Grantor hereby irrevocably consents to such appointment, provided the Grantor receives notice of any application therefor. Any such receiver or receivers shall have all of the rights and powers permitted under the laws of the State and all the powers and duties of the Beneficiary in case of entry as provided in Section 2.2(a), and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated. The Grantor will pay to the Beneficiary upon demand all reasonable expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section; and all such expenses shall be secured by this Deed of Trust.

Section 2.6. ***Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws.*** The Grantor agrees to the full extent permitted by law, that in case of a Default hereunder, neither the Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Mortgaged Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

Section 2.7. ***Leases.*** The Beneficiary and the Trustee, or either of them, at their option and to the extent permitted by law, are authorized to foreclose this Deed of Trust and such right supercedes any rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Grantor, a defense to any proceedings instituted by the Beneficiary and the Trustee to collect the sums secured hereby.

Section 2.8. ***Discontinuance of Proceedings and Restoration of the Parties.*** In case the Beneficiary and the Trustee, or either of them, shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Beneficiary and the Trustee, or either of them, then and in every such case the Grantor and the Beneficiary and the Trustee, and each of them, shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Beneficiary and the Trustee, and each of them, shall continue as if no such proceeding had been taken.

Section 2.9. ***Remedies Not Exclusive.*** Subject to Article XIII of the Contract, the Trustee and the Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or any other agreement securing or relating to the Indebtedness secured hereby or any laws now or hereafter in force, notwithstanding some of the Indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's or the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Beneficiary, it being agreed that the Trustee and the Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary or the Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy

herein conferred upon or reserved to the Trustee or the Beneficiary is intended to be exclusive of any other remedy herein or by law provided or preclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any instrument securing or relating to the Indebtedness secured hereby to the Trustee or the Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee or the Beneficiary and either of them may pursue inconsistent remedies.

Section 2.10. **Waiver.** No delay or omission of the Beneficiary or the Trustee to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary and the Trustee, and each of them, may be exercised from time to time and as often as may be deemed expedient by the Beneficiary and the Trustee, and each of them. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach or Default by the Grantor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of the Grantor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Grantor.

Section 2.11. **Suits to Protect the Mortgaged Property.** The Beneficiary and the Trustee, and each of them, shall have the power (a) to institute and maintain such suits and proceedings as they may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Deed of Trust, with notice of commencement of such suits and proceedings to be given to the Grantor, (b) to preserve or protect their interest in the Mortgaged Property and in the rents and issues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Beneficiary.

Section 2.12. **Beneficiary May File Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Grantor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Grantor hereunder after such date.

ARTICLE III

Section 3.1. **Successors and Assigns.** This Deed of Trust shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Deed of Trust to the Grantor, the Trustee or the Beneficiary such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Grantor, the Trustee or the Beneficiary, respectively.

Section 3.2. **Terminology.** All personal pronouns used in this Deed of Trust whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural,

and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Deed of Trust itself, and all references herein to Articles, Sections or subsections thereof, shall refer to the corresponding Articles, Sections or subsections thereof, of this Deed of Trust unless specific reference is made to such Articles, Sections or subsections thereof of another document or instrument.

Section 3.3. **Severability.** If any provision of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 3.4. **Applicable Law and Jurisdiction.** This Deed of Trust shall be interpreted, construed and enforced according to the laws of the State. The exclusive forum and venue for all actions arising out of this Deed of Trust are with the North Carolina General Court of Justice in Stokes County, North Carolina or the U.S. District Court for the Middle District of North Carolina.

Section 3.5. **Notices, Demands and Request.** All notices, demands or requests provided for or permitted to be given pursuant to this Deed of Trust must be in writing and shall be deemed to have been properly given or served by, Electronic Means (as defined in the Contract), personal delivery or by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the addresses set forth in Section 16.1 of the Contract. All notices, demands and requests shall be effective, upon dispatch if sent by Electronic Means, upon personal delivery or upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least 30 days written notice thereof, the Grantor, the Trustee or the Beneficiary shall have the right from time to time and at any time during the term of this Deed of Trust to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Section 3.6. **Appointment of Successor to the Trustee.** The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint a successor thereto by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in this State, and in the event of the death or resignation of the Trustee named herein, the Beneficiary shall have the right to appoint a successor thereto by such written instrument, and any Trustee so appointed shall be vested with the title to the Mortgaged Property and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such were named herein as the Trustee.

Section 3.7. **Trustee's Powers.** At any time, or from time to time, without liability therefor and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Mortgaged Property, the Trustee may (1) reconvey any part of the Mortgaged Property, (2) consent in writing to the making of any map or plat thereof, (3) join in granting any easement therein, or (4) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Section 3.8. **Beneficiary's Powers.** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full

amount of all unpaid obligations, the Beneficiary may, from time to time and without notice (1) release any person so liable, (2) extend the maturity or alter any of the terms of any such obligation, (3) grant other indulgences, (4) cause to be released or reconveyed at any time at the Beneficiary's option, any parcel, portion or all of the Mortgaged Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtor in relation thereto. The provisions of Section 45-45.1 of the General Statutes of North Carolina, as amended, or any similar statute hereafter enacted in replacement or in substitution thereof shall be inapplicable to this Deed of Trust.

Section 3.9. **Acceptance by Trustee.** The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made of public record as provided by law.

Section 3.10. **Miscellaneous.** The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "**Beneficiary**" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

Section 3.11. **Waiver of Rights.** By execution of this Deed of Trust and to the extent permitted by law, the Grantor expressly: (1) acknowledges the right to accelerate the Indebtedness and the power of sale given herein to the Trustee to sell the Mortgaged Property by non-judicial foreclosure upon default by the Grantor and without any notice other than such notice (if any) as is specifically required to be given by law or under the provisions of this Deed of Trust; (2) waives any and all rights of the Grantor to appraisal, dower, curtesy and homestead rights to the extent permitted by applicable law; (3) acknowledges that the Grantor has read this Deed of Trust and any and all questions regarding the legal effect of this Deed of Trust and its provisions have been explained fully to the Grantor and the Grantor has consulted with counsel or its choice prior to executing this Deed of Trust; and (4) acknowledges that all waivers of the aforesaid rights of the Grantor have been made knowingly, intentionally and willingly by the Grantor as part of a bargained for transaction.

[SIGNATURE PAGE BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed under seal the day and year first above written.

COUNTY OF STOKES, NORTH CAROLINA

[SEAL]

By: _____
 Andy Nichelston
 Chairman
 Board of Commissioners

ATTEST:

 Shannon Shaver
 Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA)
)
 COUNTY OF STOKES)

I, a Notary Public of the County and State aforesaid, certify that Shannon Shaver (the “Signatory”) personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of the County of Stokes, North Carolina (the “County”) and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners of the County and attested by her as Clerk to the Board of Commissioners of the County.

I certify that the Signatory personally appeared before me this day, and
 (check one of the following)
 ____ (I have personal knowledge of the identity of the Signatory); or
 ____ (I have seen satisfactory evidence of the Signatory’s identity, by a current state or
 federal identification with the Signatory’s photograph in the form of:
 (check one of the following)
 ___ a driver's license or
 ___ in the form of _____); or
 ____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the _____ day of September, 2020.

 Notary Public
 Print: Name: _____
 [Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____
 ☛ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

EXHIBIT A

REAL PROPERTY DESCRIPTION

Emergency Medical Services Station

[to come]

EXHIBIT B

PERMITTED ENCUMBRANCES

Permitted Encumbrances shall include (a) all matters shown on record at the Stokes County Register of Deeds affecting the Mortgaged Property as of the date hereof, (b) liens for taxes and assessments not then delinquent, (c) the Contract, and (d) easements, rights-of-way and other such minor defects or restrictions as normally exist with respect to property of the same general character as the Mortgaged Property which will not impair the Grantor's intended use of the Mortgaged Property.



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: IV.f.

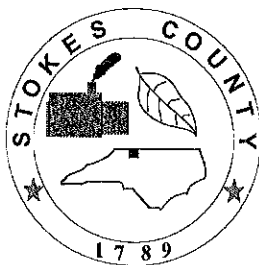
Installment Financing Contract for Walnut Cove EMS and Maintenance Building

Contact: Julia E. Edwards, Finance Director

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Installment Financing Contract	8/19/2020	Cover Memo



Stokes County

Finance Department

P.O. Box 20

Danbury, NC 27016

Email: jedwards@co.stokes.nc.us

(336) 593-2405

(336) 593-2346 Fax

TO: Board of County Commissioners
FROM: Julia E. Edwards, Finance Director
DATE: August 19, 2020
RE: Installment Financing Contract

Attached is the deed installment financing contract for the Walnut Cove EMS Station and Maintenance Building. Please approve the resolution in the consent agenda.

If you have any questions, please contact me.

INSTALLMENT FINANCING CONTRACT

BETWEEN

TRUIST BANK

AND

COUNTY OF STOKES, NORTH CAROLINA

DATED AS OF
SEPTEMBER 1, 2020

INSTALLMENT FINANCING CONTRACT

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and is not part of the Installment Financing Contract.)

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INSTALLMENT FINANCING CONTRACT

THIS INSTALLMENT FINANCING CONTRACT, dated as of September 1, 2020 (this "*Contract*"), is between **TRUIST BANK**, a state banking corporation (the "*Bank*"), and its successors and assigns, and the **COUNTY OF STOKES, NORTH CAROLINA** (the "*County*"), a political subdivision of the State of North Carolina (the "*State*"), validly existing under and by virtue of the Constitution, statutes and laws of the State.

PREAMBLES

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of money advanced or made available for such construction;

WHEREAS, the Board of Commissioners of the County (the "*Board*") has determined that it is in the County's best interests to receive an advance of funds in an aggregate principal amount of \$1,265,000 (the "*Advance*") under this Contract in order to (a) finance all or a portion of the costs of the Project (as defined below), in exchange for which the County will make Installment Payments and Additional Payments (as each term is defined below) on the terms set forth below, and (b) pay certain costs incurred in connection with the execution and delivery of this Contract;

WHEREAS, the Board has authorized, approved and directed the County's execution, performance and delivery of this Contract by a resolution passed and adopted by the Board on August 24, 2020 (the "*Resolution*");

WHEREAS, the Bank's execution, delivery and performance of this Contract have been authorized, approved and directed by all necessary and appropriate action of the Bank;

WHEREAS, the County's obligation to make the Installment Payments and Additional Payments constitutes a limited obligation of the County, payable solely from currently budgeted appropriations of the County; does not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State; and does not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State;

WHEREAS, in order to secure the County's obligations under this Contract, the County has executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2020 (the "*Deed of Trust*") to the deed of trust trustee named therein for the benefit of the Bank, creating a lien on all of the County's right, title and interest in the real property on which the Project is located and all improvements thereon (the "*Mortgaged Property*"); and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under this Contract;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants in this Contract contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“Additional Payments” means the reasonable and customary expenses and fees of the Bank, any expenses of the Bank in defending an action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, licenses, permits, state and local income, sales and use or ownership taxes or property taxes which the Bank is expressly required to pay as a result of this Contract (together with interest that may accrue thereon in the event that the County fails to pay the same, as set forth in this Contract).

“Advance” means the original aggregate principal amount equal to \$1,265,000 advanced by the Bank for the purposes provided in this Contract, as such amount advanced may be adjusted by amendment to this Contract.

“Bank” means Truist Bank, a state banking corporation, and its successors and assigns.

“Bank Representative” means any person or persons at the time designated to act on behalf of the Bank for purposes of performing any act on behalf of the Bank under this Contract by a written certificate furnished to the County containing the specimen signatures of such person or persons and signed on behalf of the Bank by any vice president.

“Board” means the duly elected governing Board of Commissioners of the County, or any successor to its functions.

“Business Day” means a day other than a Saturday or Sunday on which the Bank, at its principal corporate offices, is not required or authorized by law to remain closed.

“Closing Date” means September 4, 2020.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

“Completion Date” means the date on which completion of the Project has occurred, as evidenced by a certificate provided for in Section 5.3.

“Construction Contracts” means the contracts between the County and contractors selected and hired by the County relating to the construction of the Project.

“Costs of Construction” are deemed to include the payment of, or the reimbursement to the County for the following items:

- (1) obligations incurred or assumed for the Project in connection with the acquisition and construction of the Project;

(2) the cost to construct, improve, equip and furnish the Project; including, without limitation, the Bank's fees and expenses incurred in connection with the delivery of the Advance to the County, fees and expenses of the LGC, if any, legal fees and expenses, taxes, inspection costs, the cost of permit fees, filing and recording costs and survey expenses in connection with the granting of any lien on, or security interest in, the Mortgaged Property;

(3) all other costs which are considered to be a part of the costs of the construction, improvement, equipping and furnishing of the Project in accordance with generally accepted accounting principles payable by the County under this Contract, including sums required to reimburse the County for advances made by the County that are properly chargeable to the construction, improvement, equipping and furnishing of the Project; and

(4) payment or prepayment of the principal components of the Installment Payments from any funds remaining in the Project Fund after the Completion Date.

"County" means the County of Stokes, North Carolina, a political subdivision of the State, validly existing under and by virtue of the Constitution, statutes and laws of the State, and any successor to its functions.

"County Representative" means (1) the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Bank containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager or the Finance Director of the County, or (2) if any or all of the County's rights and obligations are assigned under this Contract, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

"Deed of Trust" means the Deed of Trust, Security Agreement and Fixture Filing dated as of September 1, 2020 from the County to the deed of trust trustee named therein, for the benefit of the Bank and its successor and assignees, creating a lien in and to the Mortgaged Property, and as the same may be amended and supplemented from time to time as provided in the Deed of Trust, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and are made a part of this Contract as if fully set forth herein.

"Deed of Trust Trustee" means BB&T Collateral Service Corporation, as the trustee named in the Deed of Trust, and any successor trustee thereto.

"Determination of Taxability" means the circumstance of the interest portion of Installment Payments hereunder becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any action, inaction, error or omission of the County. A Determination of Taxability shall be evidenced by (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest portion of one or more Installment Payments made under this Contract is includable for federal income tax purposes in the gross income of the Bank, which notice or notification is not contested by either the County or the Bank, or (ii) a determination by a court of competent jurisdiction that the interest portion of any Installment Payment is includable for federal income tax purposes in the gross income of the Bank thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the County to the effect that the interest portion of any Installment Payment is includable for federal income tax purposes in the gross income of the Bank.

“Electronic Means” means delivery to the Bank Representative or the County Representative, as applicable, via the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, and passwords and/or authentication keys.

“Event of Default” means any of the events of default as defined in Section 13.1.

“Fiscal Year” means a twelve-month period commencing on July 1 of any year and ending on June 30 of the immediately succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

“Installment Payment Date” means each date that an Installment Payment is due and payable to the Bank in accordance with the terms of this Contract.

“Installment Payments” means, collectively, the payments made by the County to the Bank as described in Article III and in the Payment Schedule attached hereto.

“Interest Rate” means 1.66% per annum, calculated on the basis of a 360 day year consisting of twelve-30 day months.

“LGC” means the Local Government Commission of North Carolina or any successor to its functions.

“Mortgaged Property” means, the real property located within the County on which the Project is located, and all improvements thereon, as more particularly described in Exhibit A to the Deed of Trust, as the same may be amended and supplemented from time to time so as to add real property thereto or to release real property therefrom.

“Net Proceeds” means, when used with respect to any proceeds from policies of insurance or construction bonds required under this Contract, proceeds of any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, or the proceeds from any sale or lease of the Mortgaged Property pursuant to this Contract, the Deed of Trust or otherwise, the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds.

“Payment Schedule” means the document setting forth the County’s Installment Payments which is attached hereto and incorporated herein by reference.

“Plans and Specifications” means the plans and specifications, if any, to be prepared by an architect approved by the County relating to the construction, improving, equipping and furnishing of the Project.

“Project” means the construction of (i) a new Emergency Medical Services Station and (ii) a new Maintenance Facility in the County.

“Project Fund” means the fund of that name created pursuant to the Project Fund Agreement into which the Bank shall deposit the Advance.

“Project Fund Agreement” means the Project Fund Agreement dated as of April 1, 2020 between the County and the Bank.

“Prime Rate” shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Bank. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the County. The Prime Rate is purely discretionary and is not

necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

“*Revenues*” means all revenues derived from this Contract, including all Installment Payments and all Net Proceeds not applied to the replacement of the Mortgaged Property.

“*State*” means the State of North Carolina.

“*Tax Certificate*” means the Tax Certificate dated as of the Closing Date executed by the County in connection with the execution and delivery of this Contract.

“*Taxable Rate*” shall mean a rate equal to the Prime Rate times that percentage which after the Determination of Taxability will result in the same after-tax yield to the Bank of the interest portion of Installment Payments as before the Determination of Taxability.

[END OF ARTICLE I]

ARTICLE II

THE ADVANCE

Section 2.1 Advance. The Bank hereby makes an advance to the County of the Advance, and the County hereby accepts from the Bank the Advance to be applied in accordance with the terms and conditions of this Contract. The County will use the proceeds of the Advance (1) to complete the Project in accordance with the Plans and Specifications, if any, and (2) to pay certain costs incurred in connection with the execution and delivery of this Contract.

[END OF ARTICLE II]

ARTICLE III

INSTALLMENT PAYMENTS; ADDITIONAL PAYMENTS

Section 3.1 *Amounts and Times of Installment Payments and Additional Payments.*

(a) Subject to the provisions of Article XV, the County shall repay the Advance in Installment Payments consisting of an interest component and a principal component, as applicable, on each Installment Payment Date in the amounts set forth in this Contract and the Payment Schedule attached to this Contract. The County hereby approves the Advance by the Bank to the County pursuant to this Contract in the amount of \$1,265,000 (less a fee of \$5,900 to be paid directly by the Bank to its legal counsel) to be repaid by the County in Installment Payments at an interest rate per annum equal to the Interest Rate.

(b) The County shall pay each Installment Payment in the amounts and at the times set forth in the attached Payment Schedule, except as otherwise provided in this Contract. If an Installment Payment is due on any day which is not a Business Day, such Installment Payment is due on the next succeeding Business Day and the County shall make such Installment Payment on such Business Day with no additional interest due thereon. Installment Payments will be sufficient in the aggregate to repay the principal amount of the Advance, together with interest thereon, as the same become due and payable. The County shall pay any Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed. All payments must be made in lawful currency of the United States.

Section 3.2 *Place of Payments.* All payments required to be made to the Bank hereunder shall be made to the Bank (1) at the address set forth in Section 16.1 in immediately available funds, (2) as wire transfers to the Bank on the Installment Payment Date as directed by the Bank or (3) as may be otherwise directed in writing by the Bank.

Section 3.3 *Late Charges.* An Installment Payment that is not paid within 30 days of the due date thereof is subject to a late payment charge of 4% of the amount of the past due Installment Payment. Interest with respect to the principal component of such unpaid Installment Payment shall continue to accrue at the Interest Rate until paid.

Section 3.4 *No Abatement.* There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including but not limited to, any failure by the County to appropriate sufficient funds for the payment of the Installment Payments or Additional Payments, any defense, recoupment, setoff, counterclaims or any claim (real or imaginary) arising out of or related to the Mortgaged Property or the completion of the Project. The County assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments shall be made in all events unless the obligation to make such Installment Payments is terminated as otherwise provided herein.

Section 3.5 *Prepayment of the Advance.* The County may prepay the Advance in whole at its option at any time at a prepayment price equal to 100% of the par amount of the Advance to be prepaid, together with accrued interest and any Additional Payments due to the date of prepayment.

[END OF ARTICLE III]

ARTICLE IV

PROJECT FUND

The Bank and the County hereby agree to comply with the terms of the Project Fund Agreement.

[END OF ARTICLE IV]

ARTICLE V

CONSTRUCTION OF THE PROJECT

Section 5.1 Construction. The County shall comply with the provisions of Article 8 of Chapter 143 of the General Statutes of North Carolina and enter into Construction Contracts in accordance with Section 143-128.1A of the General Statutes of North Carolina. The County shall cause the Project to be carried on expeditiously in accordance with the Plans and Specifications, if any, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over the same. The County shall ensure (1) that the Project does not impermissibly encroach on nor impermissibly overhang any easement or right of way and (2) that the Project, when completed, (a) will, if applicable, be wholly within the real property on which the Project is located and any building restriction lines, however established, and (b) will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Project to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The County will promptly correct or cause to be corrected any structural defect in the improvements or any departure from the Plans and Specifications, if any.

Section 5.2 Right of Entry and Inspection. The Bank and its representatives and agents have the right to enter on and inspect the Project from time to time, during and after any construction, and the County will cause the contractor, the design-builder or any first-tier subcontractor to cooperate with the Bank and its representatives and agents during such inspections. No right of inspection or approval contained in this Contract imposes on the Bank any duty or obligation whatsoever to undertake any inspection or to give any approval.

Section 5.3 Completion of Construction. The County shall proceed with reasonable diligence to complete the Project in a timely manner. On completion of the Project, and upon request of the Bank, a County Representative shall deliver to the Bank (1) a certificate of the County stating the fact and date of such completion and stating that all of the Costs of Construction have been determined and paid (or that all of such Costs have been paid less specified claims which are subject to dispute and for which a retention in the Project Fund is to be maintained in the full amount of such claims until such dispute is resolved), and (2) proof of the insurance coverage required by the Deed of Trust and Section 6.7 of this Contract.

Section 5.4 Payment and Performance Bonds. Each contractor entering into a Construction Contract, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder for the construction of the Project, shall be required to furnish a performance bond and a separate labor and material payment bond as required by Article 3, Chapter 44A of the General Statutes of North Carolina, as amended. In lieu of furnishing a performance bond and a separate labor and material payment bond, each contractor, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder, may furnish collateral in an amount of its construction contract securing the County.

In the event of any material default by a contractor, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder, under any Construction Contract, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of the Construction Contracts.

Section 5.5 Contractor's General Public Liability and Property Damage Insurance. To the extent mandated by State and local requirements (and in amounts required thereby), the County shall require

each contractor entering into a Construction Contract to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

Section 5.6 Contractor's Builder's Risk Completed Value Insurance. To the extent mandated by State and local requirements, the County will procure and maintain, or will require each contractor entering into a Construction Contract for the construction of the Project, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder for the construction of the Project, to procure and maintain, property insurance (builder's risk) on all construction, improving, equipping and furnishing of the Project (excluding contractor's tools and equipment) at the full and insurable value thereof. Such insurance will include the interest of the County and the contractor as additional insureds, and shall insure against "all risk" subject to standard policy conditions and exclusions. With respect to any portion of the Project in a flood plain, flood insurance is required up to, but not exceeding, the maximum attainable amount of coverage under Federal flood insurance. Each contractor, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder, shall purchase and maintain similar property insurance for portions of the work stored off the real property on which the Project is located or in transit when such portions of the work are to be included in an application for payment. Each contractor, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder, is responsible for the payment of any deductible amounts associated with this insurance.

Section 5.7 Contractor's Worker's Compensation Insurance. To the extent mandated by State and local requirements, each contractor entering into a Construction Contract for the construction of the Project, or the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder for the construction of the Project, shall be required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its Construction Contract, covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision providing that if such policies are cancelled or terminated that the issuing insurer will endeavor to mail 30 days prior written notice to the named insureds, but failure to mail such notice will impose no liability on the insurer. A certificate evidencing such coverage shall be provided to the County and, if the Bank so requests, to the Bank; or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County and the Bank, shall be provided to the County and the Bank, if the Bank so requests, with respect to each contractor entering into a Construction Contract or, in the case of a design-builder, to the design-builder or any first-tier subcontractor entering into a construction contract with the design-builder.

Section 5.8 Filing With the Bank. The County shall cause copies of all performance bonds and insurance contracts or approved certificates thereof, as required under Sections 5.4, 5.5, 5.6 and 5.7, to be delivered to the Bank in a timely manner and in such form as to certify compliance with the applicable provisions of this Article V.

[END OF ARTICLE V]

ARTICLE VI

COVENANTS OF THE COUNTY

Section 6.1 Care and Use. The County shall use, and shall cause the use of, the Mortgaged Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Mortgaged Property so as to keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Mortgaged Property as may from time to time become worn out, unfit for use, lost, stolen, destroyed or damaged. Any and all additions to or replacements of the Mortgaged Property and all parts thereof shall constitute accessions to the Mortgaged Property and shall be subject to all the terms and conditions of this Contract and included in the term "Mortgaged Property" as used in this Contract.

Section 6.2 Inspection. The Bank has the right on reasonable prior notice to the County to enter into and on the Mortgaged Property to inspect the Mortgaged Property and observe the use of the Mortgaged Property during normal business hours.

Section 6.3 Utilities. The County shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility services furnished to or used on or in connection with the Mortgaged Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

Section 6.4 Taxes. The County agrees to pay when due any and all taxes relating to the Mortgaged Property and the County's obligations under this Contract including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Mortgaged Property by any governmental body or agency, together with any interest and penalties.

Section 6.5 [Reserved].

Section 6.6 [Reserved].

Section 6.7 Insurance. The County shall maintain, or cause to be maintained, at its own expense, except as hereinafter provided, insurance with respect to its property and business against such casualties and contingencies in amounts not less than is customary in similar activities and similarly situated. Without limiting the foregoing, the County shall maintain, or cause to be maintained, except as hereinafter provided, the following insurance:

(a) Insurance against loss and/or damage to the Mortgaged Property under a policy or policies covering such risks as are ordinarily insured against by similar facilities, including without limiting the generality of the foregoing, fire, lightning, windstorm, windblown rain, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, war risk (to the extent obtainable from an agency of the United States Government). Such insurance policy shall be in an amount not less than the lesser of (1) the full replacement cost of the Mortgaged Property, or (2) the prepayment price of all outstanding Installment Payments; *provided, however*, that no such insurance policy may have a deductible amount of more than \$100,000. No such insurance policy shall be written such that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior written consent thereto by the Bank. The term "full insurable value" shall mean the actual

replacement cost of the Mortgaged Property (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items), without deduction for physical depreciation, and shall be determined once every three years by an insurance consultant, in any case, selected and paid for by the County. Each such policy shall contain a replacement cost endorsement.

(b) Comprehensive general liability insurance protecting the County and the Bank as their respective interests may appear, against liability for injuries to persons and/or property, occurring on, in or about the Mortgaged Property, in the minimum amount of \$1,000,000 liability to any one person for property damage, \$1,000,000 liability for personal injury for any one occurrence and an aggregate annual liability limit of not less than \$2,000,000, with a deductible amount of not more than \$100,000.

(c) Workers' compensation insurance respecting all employees of the County, if any, working at the Mortgaged Property in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; *provided, however*, that the County may be self-insured with respect to all or any part of its liability for workers' compensation.

(d) During the course of any construction or repair of improvements on the Mortgaged Property, builder's risk insurance, covering the total value of work performed and equipment, supplies and materials furnished in connection with such construction or repair of the improvements.

(e) National flood insurance, if applicable, in an amount acceptable to the Bank.

Each insurance policy obtained pursuant to this Section shall (1) be issued by a generally recognized and responsible insurance company qualified under the laws of the State to assume the risks covered by such policy, (2) with respect to the policies contained in paragraphs (a) and (d) above, contain standard mortgagee clauses naming the Bank as mortgagee, and (3) unless unavailable from the insurer, provide that such policy shall not be cancelled or modified in any way adverse to any insured party without at least 30 days' prior written notice to each insured party named therein. The County shall have the right to receive the proceeds from any insurance maintained pursuant to this Section, subject, however, to the limitations of this Article VI.

In lieu of separate insurance policies, the County may maintain blanket or umbrella insurance policies if such policies provide the same coverage required by this Section with protection against each risk not reducible by claims for other risks to amounts less than that specified in this Section.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

Section 6.8 *[Reserved].*

Section 6.9 *Environmental Audit.* The County shall provide, as may be required by the Bank, either a Phase I Environmental Audit or a completed environmental questionnaire on the Bank's form on the real property on which the Mortgaged Property is located prior to receipt of the Advance by the County.

Section 6.10 *Risk of Loss.* The County shall bear all risk of loss or damage to and condemnation of the Mortgaged Property.

Section 6.11 Performance by the Bank of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Bank, and, in such event, the Bank shall be immediately reimbursed by the County for such payments or other performance by the Bank, with interest thereon at a rate equal to the Interest Rate applied to determine the interest component of Installment Payments.

Section 6.12 Financial Statements. The County agrees that it will furnish the Bank current audited financial statements within 270 days of the end of each Fiscal Year, carrying an unqualified opinion of a certified public accountant and prepared in accordance with generally accepted accounting principles and presented on a consistent basis. Except as set forth below, the County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof. Notwithstanding the foregoing, the United States is currently dealing with the COVID-19 pandemic and while the County expects that there will be generally negative financial consequences as a result of the pandemic, it is unknown at this time what the impact on the County's financial condition will be.

[END OF ARTICLE VI]

ARTICLE VII

TITLE; LIENS

Section 7.1 Title. Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto shall be in the County from and after the Closing Date. On the Closing Date, the Deed of Trust will be in full force and effect and no events of default shall have occurred thereunder. On payment or provision for payment in full of all of the County's obligations hereunder, including the principal components of the Installment Payments then outstanding and all other payments due hereunder, the Bank or its assignee, at the County's expense and request, shall cancel the Deed of Trust and this Contract will terminate.

Section 7.2 Liens. The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Mortgaged Property or any interest therein, except for: (1) the lien and security interest of the Bank in the Mortgaged Property; (2) utility, access and other easements and rights of way, restrictions and exceptions which do not interfere with or impair the intended use of the Mortgaged Property; (3) any permitted encumbrances as described in Exhibit B to the Deed of Trust; and (4) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Mortgaged Property and as do not materially impair title thereto or the ability of the County to construct and operate the Project thereon. The County shall promptly, at its own expense, take such action as may be necessary duly to discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Bank for any expense incurred by the Bank in order to discharge or remove any such mortgage, pledge, lien, security interest, charge, encumbrance or claim.

[END OF ARTICLE VII]

ARTICLE VIII

DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.1 *Damage, Destruction or Condemnation.* If, during the term of this Contract, (1) the Mortgaged Property or any portion of the Mortgaged Property is destroyed, or is damaged by fire or other casualty; (2) title to or the temporary or permanent use of the Mortgaged Property or any portion thereof or the estate of the County or the Bank or its assignee in the Mortgaged Property or any portion thereof is taken under the power of eminent domain by any governmental authority; (3) a material defect in construction of the Mortgaged Property becomes apparent; or (4) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title thereto, the County shall continue to be obligated, subject to the provisions of Section 8.2, to pay the amounts specified in Section 3.1 at the respective times required.

Section 8.2 *Obligation of the County to Repair and Replace the Mortgaged Property.* Subject to the provisions of Section 8.3, the Net Proceeds of any insurance policies, performance bonds, condemnation awards or Net Proceeds made available by reason of any occurrence described in Sections 5.4, 6.7(a) or 8.1, shall be applied to the prompt repair, restoration, modification, improvement or replacement of the damaged or destroyed Mortgaged Property. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject, if located on the Mortgaged Property, to the Deed of Trust, and shall be included as part of the Mortgaged Property under this Contract.

Section 8.3 *Insufficiency of Net Proceeds; Discharge of the Obligation of the County To Repair the Mortgaged Property.* If the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Mortgaged Property as required under Section 8.2, the County may elect to proceed under either of the following options:

(a) The County may complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to this Section, the County is not entitled to any reimbursement therefor from the Bank nor is the County entitled to any diminution of the amounts payable under Section 3.1; or

(b) The obligation of the County to repair or replace the Mortgaged Property under Section 8.2 may be discharged by causing the Net Proceeds of such insurance policies, performance bonds or condemnation awards to be applied to the prepayment of all or any part of the then outstanding principal component of the Installment Payments as agreed to by the Bank. If the Net Proceeds exceed the amount necessary to prepay the then outstanding principal component of the Installment Payments, such excess shall be paid to or retained by the County.

Within 120 days of the occurrence of an event specified in Section 8.1, the County shall commence the repair, restoration, modification, improvement or replacement of the Mortgaged Property, or shall elect, by written notice to the Bank, to proceed under the provisions of paragraph (b) above. For purposes of this Section, "commence" shall include the retention of an architect or engineer in anticipation of repair, restoration, modification, improvement or replacement of the Mortgaged Property.

Section 8.4 *Cooperation of Bank.* The Bank shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy covering the events described in Section 8.1. In no

event shall the Bank or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

[END OF ARTICLE VIII]

ARTICLE IX

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY

Section 9.1 Representations, Warranties and Covenants of the County. The County represents, warrants and covenants to and with the Bank (all such representations, warranties and covenants to be continuing) that:

(a) The County is a political subdivision of the State, validly organized and existing under the laws of the State and has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust and to carry out its obligations hereunder;

(b) The County agrees that during the term of this Contract, it will take no action that would adversely affect its existence as a political subdivision in good standing in the State, cause the County to be consolidated with or merge into another political subdivision of the State or permit one or more other political subdivisions of the State to consolidate with or merge into it, unless the County is the surviving entity or the entity created thereby expressly assumes in writing the County's obligations hereunder;

(c) This Contract, the Deed of Trust and all other documents relating hereto and thereto, and the performance of the County's obligations hereunder and thereunder, have been duly and validly authorized, executed and delivered by the County and approved under all laws, regulations and procedures applicable to the County including, but not limited to, compliance with public meeting and bidding requirements, and, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and such principles of equity as a court having proper jurisdiction may impose;

(d) Neither the execution and delivery of this Contract or the Deed of Trust or the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound or constitutes a default under any of the foregoing, nor conflicts with or results in a violation of any provision of applicable law or regulation governing the County and no representation, covenant and warranty in this Contract is false, misleading or erroneous in any material respect;

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract, the Deed of Trust or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder, and compliance with the provisions hereof or thereof, under the circumstances contemplated hereby or thereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein or therein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(f) Other than building permits or other procedural requirements which are a prerequisite to the construction of the Project and the approval of the LGC, which approval has been obtained, no approval or consent is required from any governmental authority with respect to

the entering into or performance by the County of this Contract, the Deed of Trust and all other documents related hereto and thereto and the transactions contemplated hereby and thereby or if such approval is required, such approval has been duly obtained;

(g) The funds in the Project Fund and any investment earnings thereon will be used only for the purposes permitted in Article IV;

(h) There are no liens or encumbrances on the Mortgaged Property other than the lien created by this Contract, the Deed of Trust and the other liens permitted thereby. Any lease in place is subordinate to the lien created by this Contract and the Deed of Trust;

(i) The resolutions relating to the performance by the County of this Contract, the Deed of Trust and the transactions contemplated hereby and thereby, have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded;

(j) The Project is essential to the proper, efficient and economical operation of the County and the delivery of services and permits the County to carry out its public functions that it is authorized and required by law to perform;

(k) The County reasonably believes sufficient funds will be available to satisfy all of its obligations hereunder;

(l) The County shall (1) cause its County Manager to include the Installment Payments coming due in any Fiscal Year in the corresponding annual budget request and shall require the County Manager to use his or her best efforts to obtain an appropriation therefor and (2) require that the deletion of such funds from the County's final budget be made only pursuant to an express resolution of the Board which explains the reason for such action. This covenant on the part of the County contained in this Section 9.1(l) shall be deemed to be and shall be construed to impose by law ministerial duties and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenant in this subparagraph and the agreements in this Contract to be carried out and performed by the County; *provided, however*, that nothing contained in this Section 9.1(l) shall obligate the County to so appropriate the funds included in such proposed budget;

(m) Funds appropriated by the County to make Installment Payments due in any Fiscal Year shall be used for no other purpose;

(n) The County agrees that during the term of this Contract, it will maintain the appropriate insurance required pursuant to this Contract and the Deed of Trust; and

(o) The County has or will have good and marketable title to the Mortgaged Property, not subject to any possibility of reverter, right of re-entry or other reversionary interest.

(p) [The Mortgaged Property is bordered on the east by and has access to NC Highway 89 North and on the north/south by Walnut Cove School Road.]

[END OF ARTICLE IX]

ARTICLE X

TAX COVENANTS AND REPRESENTATIONS

Section 10.1 Covenants and Representations.

(a) The County covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest component of the Installment Payments created by this Contract for federal income tax purposes. The County will not directly or indirectly use or permit the use of any proceeds of any fund created under this Contract or any funds of the County, or take or omit to take any action that would cause the obligations created by this Contract to be an “*arbitrage bond*” within the meaning of Section 148(a) of the Code. The County will maintain books on which will be recorded (1) the Bank, or (2) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the County has executed and delivered the Tax Certificate and will comply with all of the requirements of Section 148 of the Code to the extent applicable. The County further covenants that this Contract is not a “*private activity bond*” as defined in Section 141 of the Code. All of the terms, definitions, representations, warranties, conditions and covenants contained in the Tax Certificate are incorporated herein by reference and are made a part of this Contract as if fully set forth herein.

(b) Without limiting the generality of the foregoing, the County agrees to pay from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created under this Contract from time to time. This covenant will survive the termination of this Contract.

(c) Notwithstanding any provision in this Contract to the contrary, if the County provides to the Bank an opinion of nationally recognized bond counsel reasonably acceptable to the Bank to the effect that any action required under this Article is no longer required, or to the effect that some further action is required to maintain the tax-exempt status of the interest component of the Installment Payments, the County and the Bank may rely conclusively on such opinion in complying with the provisions of this Article.

(d) If at any time there is a Determination of Taxability, the principal portion of the indebtedness of the County to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the Taxable Rate payable from the Date of Taxability to such time as the Loan Amount matures or is prepaid or the Determination of Taxability is no longer in effect. In such event, the County also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America or the Department of Revenue of the State of North Carolina by reason of the Bank’s failure to include the interest portion of the Installment Payments related to the Loan Amount (hereinafter called “Interest”) in its gross income for income tax purposes. All such additional interest, additions to tax, penalties and interest shall be paid by the County within sixty (60) days following the Determination of Taxability and demand by the Bank. Installment Payment amounts shall be increased as a result of the applicability of the Taxable Rate. The County shall pay to the Bank the Interest calculated at the Taxable Rate notwithstanding any transfer by the Bank or payment or prepayment by the County prior to the date such Determination of Taxability was made.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of a Determination of Taxability.

(e) The County hereby designates the Installment Payments due under this Contract as a “*qualified tax-exempt obligation*” eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Code. The County does not reasonably anticipate issuing more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3), including all entities which issue obligations on behalf of the County and all subordinate entities of the County, during calendar year 2020 and will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3) during calendar year 2020.

[END OF ARTICLE X]

ARTICLE XI

INDEMNIFICATION

Section 11.1 Indemnification. To the fullest extent permitted by applicable law, the County hereby agrees to indemnify, protect and save the LGC, the Bank and their respective officers, employees, directors, members and agents harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees that (1) arise in tort, in contract, under 42 U.S. Code §1983 or under the public bidding laws of the State or (2) arise out of, are connected with, or result, directly or indirectly, from the Project or any portion thereof, including, without limitation, the manufacture, selection, acquisition, delivery, possession, condition, construction, improvement, environmental or other condition, lease, use operation or return of the Project or any portion thereof. The indemnification arising under this Article XI shall continue in full force and effect notwithstanding the payment in full of all of the obligations under this Contract.

[END OF ARTICLE XI]

ARTICLE XII

DISCLAIMER OF WARRANTIES

Section 12.1 No Representations by the Bank. The County acknowledges and agrees that the designs for the Project have not been made by the Bank, and the Bank has not supplied any plans or specifications with respect thereto and that the Bank (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof; (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto; and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the result which the County intends therefor, or (iii) is safe in any manner or respect.

Section 12.2 Disclaimer by the Bank. THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OF ANY COMPONENT PART THEREOF TO THE COUNTY OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE ADVANCE WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY) TO PAY THE COST OF IMPLEMENTING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE COUNTY.

[END OF ARTICLE XII]

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.1 Definition of Event of Default. The County shall be deemed to be in default hereunder on the happening of any of the following events of default (each, an “*Event of Default*”):

- (a) The County fails to pay any Installment Payment or Additional Payment when due;
- (b) The County fails to budget and appropriate money sufficient to pay all Installment Payments and the reasonably estimated Additional Payments coming due in the following Fiscal Year of the County;
- (c) The County deletes from its duly adopted budget any appropriation for the purposes specified in clause (b) above;
- (d) The County fails to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as referred to in clauses (a), (b) or (c) above, or of the Deed of Trust on its part to be observed or performed, or breaches any warranty by the County herein or therein contained, for a period of 30 days after the Bank has provided the County written notice specifying such failure and requesting that it be remedied, unless the Bank shall agree in writing to an extension of such time prior to its expiration;
- (e) Any bankruptcy, insolvency or reorganization proceedings or similar litigation, is instituted by the County, or a receiver, custodian or similar officer is appointed for the County or any of its property, and such proceedings or appointments are not vacated or fully stayed within 90 days after the institution or occurrence thereof;
- (f) Any representation, warranty or statement made by the County herein, in the Deed of Trust or in any other document executed or delivered in connection herewith or therewith is found to be incorrect or misleading in any material respect on the date made; or
- (g) An attachment, levy or execution is levied on or against any portion of the Mortgaged Property.

Section 13.2 Remedies on Default. On the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank, in its sole discretion, shall elect:

- (a) Declare the unpaid portion of the then outstanding principal components of the Installment Payments and the accrued interest thereon immediately due and payable, without notice or demand to the County;
- (b) Proceed by appropriate court action to enforce the performance by the County of the applicable covenants of this Contract or to recover for any breach thereof;
- (c) Exercise or direct the Deed of Trust Trustee to exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved hereunder and under the Deed of Trust including, without limitation, to the extent permitted by law, re-enter and take possession of the Mortgaged Property without any court order or other process of law and without liability for entering the premises and to sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and

apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition, toward the balance due under this Contract and, thereafter, to pay any remaining proceeds to the County;

(d) Enforce its security interest in the Mortgaged Property or direct the Deed of Trust Trustee to institute foreclosure proceedings under the Deed of Trust and sell the Mortgaged Property or exercise any rights under the Deed of Trust; or

(e) Pursue any other remedy available at law or equity to the Bank.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE BANK IN VIOLATION OF SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEY TO PAY IN FULL ALL REMAINING OBLIGATIONS UNDER THIS CONTRACT.

Section 13.3 Further Remedies. This Contract shall remain in full force and effect and the County shall be and remain liable for the full performance of all its obligations under this Contract. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

[END OF ARTICLE XIII]

ARTICLE XIV

ASSIGNMENT

Section 14.1 Assignment. Except pursuant to this Contract and the Deed of Trust, as applicable, the County will not sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance on or against any interest in this Contract or the Mortgaged Property (except for any other permitted encumbrances under Section 7.2) without the prior written consent of the Bank. The County's interest in this Contract may not be assigned or transferred by operation of law.

The Bank may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property, the Project or this Contract, including, without limitation, the Bank's rights to receive Installment Payments payable to the Bank hereunder. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract.

The County agrees that this Contract may become part of a pool of obligations at the Bank's or its assignee's option. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract without the consent of the LGC, although the Banks or any assignee shall give written notice to the LGC of any such assignment. Any assignment by the Bank may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in the Deed of Trust or this Contract shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part on terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the LGC, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

[END OF ARTICLE XIV]

ARTICLE XV

LIMITED OBLIGATION OF THE COUNTY

Section 15.1 Limited Obligation of the County. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND ANY PAYMENTS APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; *PROVIDED, HOWEVER,* THAT ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN ITS FAILURE TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBIVATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION HEREUNDER, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY AMOUNTS DUE HEREUNDER. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S FUNDS, NOR SHALL ANY PROVISION OF THIS CONTRACT RESTRICT THE FUTURE ISSUANCE OF ANY OF THE COUNTY'S BONDS OR OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE COUNTY'S FUNDS. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE XV AND ANY OTHER PROVISION OF THIS CONTRACT, THIS ARTICLE XV SHALL TAKE PRIORITY.

[END OF ARTICLE XV]

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract are only effective if made in writing and delivered either personally, by Electronic Means, or mailed by certified or registered mail, postage prepaid, or return receipt requested, and addressed as follows:

IF TO THE COUNTY: County of Stokes, North Carolina
P.O. Box 20
Danbury, North Carolina 27016
Attention: Finance Director

IF TO THE BANK: Truist Bank
5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Attention: Governmental Finance

The County and the Bank may, by written notice to each other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 16.2 Time. Time is of the essence of this Contract and each and all of its provisions.

Section 16.3 If Payment or Performance Date not a Business Day. If the date for making any payment, or the last date for performance of any act or the exercising of any right, as provided in this Contract, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Contract, and no interest shall accrue for the period after such nominal date.

Section 16.4 Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or contracts in this Contract shall not be construed as a waiver of any other breach of the same or any other term, covenant or contract in this Contract.

Section 16.5 Section Headings. All section headings contained in this Contract are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

Section 16.6 Entire Contract. This Contract, together with any schedules and exhibits attached to this Contract and Deed of Trust, constitutes the entire agreement between the parties, and this Contract shall not be modified, amended, altered or changed except as the County and the Bank may subsequently agree in writing.

Section 16.7 Binding Effect. Subject to the specific provisions of this Contract, this Contract is binding on and inures to the benefit of the parties and their respective successors and assigns (including expressly any successor of the Bank).

Section 16.8 Covenants of County not Covenants of Officials Individually. Notwithstanding anything to the contrary in this Contract, no covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the County in such person's individual capacity, and neither the members of the Board

nor any other officer of the Board or the County shall be subject to any personal liability or accountability by reason of the execution and delivery of this Contract. No member of the Board or any agent or employee of the County shall incur any personal liability in acting or proceeding or if not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Contract.

Section 16.9 Severability. If any portion of this Contract is determined to be invalid under any applicable law, such provision is void and the remainder of this Contract continues in full force and effect.

Section 16.10 Governing Law. This Contract is to be construed, interpreted and enforced in accordance with, the laws of the State.

Section 16.11 Execution in Counterparts; Electronic Signatures. This Contract may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Contract delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Contract. This Contract and related documents may be sent and stored by electronic means.

Section 16.12 E-Verify. The Bank understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Bank will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the Bank have caused this Installment Financing Contract to be executed by their duly authorized officers as of the day and year first above written.

COUNTY OF STOKES, NORTH CAROLINA

[SEAL]

By: _____
Andy Nickelston
Chairman
Board of Commissioners

ATTEST:

Shannon Shaver
Clerk to the Board of Commissioners

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,
DATED AS OF SEPTEMBER 1, 2020, BETWEEN TRUIST BANK
AND THE COUNTY OF STOKES, NORTH CAROLINA]

TRUIST BANK,
as Bank

By: _____
Andrew G. Smith
Senior Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,
DATED AS OF SEPTEMBER 1, 2020, BETWEEN TRUIST BANK
AND THE COUNTY OF STOKES, NORTH CAROLINA]

This Contract has been approved under the provisions of
Section 159-152 of the General Statutes of North
Carolina, as amended.

By: _____
Greg C. Gaskins
Secretary
Local Government Commission of North Carolina

EXHIBIT A

PAYMENT SCHEDULE

<u>PAYMENT DATE</u>	<u>INSTALLMENT PAYMENT - PRINCIPAL COMPONENT</u>	<u>INSTALLMENT PAYMENT - INTEREST COMPONENT*</u>	<u>TOTAL INSTALLMENT PAYMENT</u>
03/01/21		\$ 9,916.19	\$ 9,916.19
09/01/21	\$ 126,500	10,499.50	136,999.50
03/01/22		9,449.55	9,449.55
09/01/22	126,500	9,449.55	135,949.55
03/01/23		8,399.60	8,399.60
09/01/23	126,500	8,399.60	134,899.60
03/01/24		7,349.65	7,349.65
09/01/24	126,500	7,349.65	133,849.65
03/01/25		6,299.70	6,299.70
09/01/25	126,500	6,299.70	132,799.70
03/01/26		5,249.75	5,249.75
09/01/26	126,500	5,249.75	131,749.75
03/01/27		4,199.80	4,199.80
09/01/27	126,500	4,199.80	130,699.80
03/01/28		3,149.85	3,149.85
09/01/28	126,500	3,149.85	129,649.85
03/01/29		2,099.90	2,099.90
09/01/29	126,500	2,099.90	128,599.90
03/01/30		1,049.95	1,049.95
09/01/30	126,500	1,049.95	127,549.95
	<u>\$1,265,000</u>	<u>\$114,911.19</u>	<u>\$1,379,911.19</u>

* Interest rate of 1.66% calculated on a 30/360-day basis



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VI.a.

Salary Study Draft Report

Contact: Phillip Robertson

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Salary Study Draft Report	8/20/2020	Cover Memo
Vicinity Map	8/20/2020	Cover Memo

**STOKES COUNTY,
NORTH CAROLINA**

**COMPENSATION AND
CLASSIFICATION STUDY**

**DRAFT FINAL REPORT
FOR REVIEW BY MANAGEMENT
19 AUGUST 2020**

THE MERCER GROUP, INC.

COMPENSATION AND CLASSIFICATION STUDY
DRAFT FINAL REPORT FOR REVIEW BY MANAGEMENT 8.19.2020

I. BACKGROUND

Stokes County engaged the services of the Mercer Group, Inc. to conduct a classification and compensation study in order to update the County's current pay structure to ensure that the County is competitive with the market at the level they choose.

II. METHODOLOGY

The Mercer Group, Inc. methodology for this classification and compensation study employed a combination of specific internal and external data which places the salary schedule into parity with the market and each position into parity with all other positions. From this internal and external data, pay levels are determined, positions are classified and placed into the salary schedule, and ongoing methods of maintaining the system are developed.

Detailed descriptions of the methodologies are described below.

A. Compensation/Market Survey Methodology

The Compensation/Market Survey is a data-collection process which ensures a fair and equitable comparison of the pay structure.

The core of this process is the comparison of the County's pay plan with the pay plans of comparable organizations. The primary objective of the market survey and analysis is to determine how the compensation levels for the County's job classes compare to that of similar employers with whom the County must compete for employees.

The results of the market survey were used to construct a pay plan that will ensure the ability of the County to recruit and retain qualified employees and to provide an effective basis for managing salary costs.

Market Survey Employer Selection

The employers selected for the market survey were defined as accurately as possible the "Labor Market" within which the County competes. Organizations were selected using the following criteria:

Geographic Proximity - Comparison organizations located within a reasonable commuting distance were selected. Selecting employers in relatively close geographic proximity ensures that the market will reflect the area's cost of living, growth rate and other demographic characteristics.

Nature of Services Provided – Organizations were selected which provide a similar range of services, these organizations are most likely to compete with each other for employees, likely to have comparable jobs, and are likely to have similar organizational structures.

Each of these factors was taken into consideration in the identification of an appropriate labor market for the County. County management assisted in the identification of market organizations.

The organizations from which data was obtained are:

- **DAVIE COUNTY**
- **FORSYTH COUNTY**
- **GREENSBORO**
- **GUILFORD COUNTY**
- **KERNERSVILLE**
- **KING**
- **REIDSVILLE**
- **ROCKINGHAM COUNTY**
- **RURAL HALL**
- **SURRY COUNTY**
- **WALNUT COVE**
- **WINSTON-SALEM**
- **YADKIN COUNTY**

Survey Benchmark Position Selection

The second step in preparing for the market survey is the identification and selection of Benchmark positions. The Benchmark positions are positions contained in the County's classification system for which adequate market matches can be found. Benchmark positions provide a reference point for developing salary recommendations for all non-Benchmark positions.

Benchmark positions are those which meet the following criteria:

- Well-defined positions presumed to exist within the local government and private organizations which are to be surveyed;
- Encompass a variety of skill levels within the organization;
- Reasonably well known and understood positions which are clearly and concisely described; and,
- Represent a variety of pay levels within the organization.

The Benchmark positions (current position titles) selected for the comparison market survey are listed below:

- ACCOUNTING TECHNICIAN I
- ADMINISTRATIVE ASSISTANT I
- ADVANCED EMERGENCY MEDICAL TECHNICIAN
- ANIMAL CONTROL OFFICER
- ASSISTANT FINANCE DIRECTOR
- BUILDING MAINTENANCE SUPERVISOR
- CHIEF CODE ENFORCEMENT OFFICER
- CHILD SUPPORT AGENT II
- CODE ENFORCEMENT I/ZONING ENFORCEMENT OFFICER
- CUSTODIAN
- DEPUTY II/SERGEANT
- DEPUTY SHERIFF II
- DEPUTY SHERIFF-CAPTAIN
- DSS DIRECTOR
- EMERGENCY MEDICAL SERVICES DIRECTOR
- EMERGENCY MEDICAL TECHNICIAN PARAMEDIC
- EMERGENCY MEDICAL TECHNICIAN PARAMEDIC SHIFT SUPERVISOR
- FINANCE ACCOUNTING TECHNICIAN I
- FINANCE ACCOUNTING TECHNICIAN II
- FINANCE DIRECTOR
- FIRE MARSHAL
- GIS SPECIALIST
- HUMAN RESOURCES OFFICER
- INFORMATION TECHNOLOGY DIRECTOR
- INFORMATION TECHNOLOGY SYSTEM ANALYST
- JAILER
- LICENSED PRACTICAL NURSE II
- MAINTENANCE TECHNICIAN I
- MAINTENANCE WORKER/PARKS
- OFFICE ASSISTANT II
- PERMITTING TECHNICIAN I
- PUBLIC HEALTH NURSE II
- REAL PROPERTY APPRAISER I
- REAL PROPERTY APPRAISER II
- RECORDS CLERK
- SANITATION TRUCK DRIVER
- SERGEANT
- SOCIAL WORKER III
- SOCIAL WORKER SUPERVISOR III
- TAX/EMS COLLECTIONS CLERK
- TELECOMMUNICATOR
- VEHICLE MAINTENANCE MECHANIC

It is not possible to conduct an adequate market survey for all positions within the County. No organization is structured the same way the County is structured. Therefore, the County will have unique positions that cannot be found in the market; tying classifications only to market does not take into account the priorities of the County. By combining the market survey data with the point factor system described below, both external equity and internal salary relationships are reflected in the resulting salary setting process.

B. Classification Methodology

The classification process began with an orientation for all employees. County management had an individual orientation session to review the overall structure, discuss areas of concern, and review the positions.

The position description questionnaires completed by each employee and followed by interviews, discussions with management, and insight from human resources were used to ensure a thorough understanding of each position. That understanding is critical, as it becomes the basis for the rating of each position using the Factor Evaluation System.

The Mercer Group, Inc. Factor Evaluation System (FES) is used to provide a numerical rating for all positions within the County that were included in the study.

Factor evaluation systems provide a method of classifying positions based on the work performed. The systems generally are easy to understand and apply and can be used to classify and re-classify both permanent and part-time positions.

In developing the factor system used by the Mercer Group, Inc. the following principles were applied:

- Important elements of each job should be measured by consistent factors.
- The factors must be explainable and clearly defined.
- Factors should relate to observable and measurable aspects of the job.
- Factors should relate to the business of the organization, i.e. local government.
- The number of factors should be limited for administrative ease but should reflect all aspects of the positions rated.

The factors used in the Mercer FES are:

Factor 1 - Knowledge Required:

Assigns points based on skills, knowledge, and educational level required by the job.

Factor 2 - Supervisory Controls:

Points are assigned based on the nature and extent of direct supervision required over the position.

Factor 3 - Supervision Exercised:

Measures the amount of supervision or management exercised by the position.

Factor 4 - Guidelines:

Measures the nature of existing guidelines and the judgment needed to apply them.

Factor 5 - Complexity:

Measures the nature, number, variety and intricacy of tasks, steps or processes in the work performed by the position.

Factor 6 - Scope and Effect:

Measures the nature of the work and its effect both inside and outside the organization.

Factor 7 - Personal Contacts:

Measures contacts with co-workers, the public and others required in performing the duties of the position.

Factor 8 - Purpose of Contacts:

Measures the level and purpose of informational exchange in the personal contacts identified in Factor 7.

Factor 9 - Physical Demands:

Includes physical characteristics and abilities needed as well as the level of exertion required in performing the duties of the position.

Factor 10 - Work Environment:

Considers the risks and discomforts in the physical surroundings.

Every position included in the study for the County was rated using this system. Those ratings were then used to determine where each position fits in the salary schedule. This process provided for internal equity.

III. FINDINGS

Through analysis and consultation with management, an extensive list of comparable organizations was chosen to be surveyed regarding the minimum, midpoint, and maximum salary offered for the Benchmark positions. The Mercer Group, Inc. was able to obtain information from 10 comparable organizations.

No individual employee's pay is determined by this survey data, nor is it accurate to compare an employee's actual salary with individual or aggregate salary information obtained for a particular Benchmark position.

The total cost to implement the new pay structure, that is to move employees whose current salary is below their new minimum up to the new minimum for their pay grade, will be \$332,980.50 (This amount may change depending on further review and discussion of positions with the County and pending clarification of ongoing staffing changes, annualized salaries for part-time positions, and other factors.)

RECOMMENDED PAY PLAN			
Grade	Minimum	Midpoint	Maximum
23	\$23,372.40	\$30,384.12	\$37,395.84
24	\$24,424.15	\$31,751.40	\$39,078.65
25	\$25,523.24	\$33,180.22	\$40,837.19
26	\$26,671.79	\$34,673.32	\$42,674.86
27	\$27,872.02	\$36,233.62	\$44,595.23
28	\$29,126.26	\$37,864.13	\$46,602.01
29	\$30,436.94	\$39,568.02	\$48,699.10
30	\$31,806.60	\$41,348.58	\$50,890.56
31	\$33,237.90	\$43,209.27	\$53,180.64
32	\$34,733.61	\$45,153.70	\$55,573.78
33	\$36,296.62	\$47,185.61	\$58,074.59
34	\$37,929.97	\$49,308.96	\$60,687.95
35	\$39,636.82	\$51,527.87	\$63,418.91
36	\$41,420.48	\$53,846.63	\$66,272.77
37	\$43,284.40	\$56,269.72	\$69,255.04
38	\$45,232.20	\$58,801.86	\$72,371.52
39	\$47,267.65	\$61,447.95	\$75,628.24
40	\$49,394.69	\$64,213.10	\$79,031.50
41	\$51,617.45	\$67,102.69	\$82,587.92
42	\$53,940.24	\$70,122.31	\$86,304.38
43	\$56,367.55	\$73,277.82	\$90,188.08
44	\$58,904.09	\$76,575.32	\$94,246.54
45	\$61,554.77	\$80,021.20	\$98,487.63
46	\$64,324.73	\$83,622.15	\$102,919.57
47	\$67,219.34	\$87,385.14	\$107,550.94

Once all positions were analyzed and factored and the pay plan was developed, the positions were grouped into pay grades as indicated by total factor scores and market analysis.

**RECOMMENDED POSITION TITLES
BY PAY GRADE**

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>23</u>	<u>\$23,372.40</u>	<u>\$30,384.12</u>	<u>\$37,395.84</u>
24	\$24,424.15	\$31,751.40	\$39,078.65
CUSTODIAN			
<u>25</u>	<u>\$25,523.24</u>	<u>\$33,180.22</u>	<u>\$40,837.19</u>
<u>26</u>	<u>\$26,671.79</u>	<u>\$34,673.32</u>	<u>\$42,674.86</u>
ANIMAL SHELTER ATTENDANT MAINTENANCE TECHNICIAN PROCESSING SPECIALIST SENIOR CUSTODIAN WIC SPECIALIST			
<u>27</u>	<u>\$27,872.02</u>	<u>\$36,233.62</u>	<u>\$44,595.23</u>
ACCOUNTING TECHNICIAN COMMUNITY SOCIAL SERVICES ASSISTANT DEPUTY REGISTER OF DEEDS HEAVY EQUIPMENT OPERATOR OFFICE ASSISTANT TAX/EMS COLLECTIONS TECHNICIAN UNCERTIFIED REAL PROPERTY APPRAISER VETERANS SERVICE OFFICER			
<u>28</u>	<u>\$29,126.26</u>	<u>\$37,864.13</u>	<u>\$46,602.01</u>
ARTS COUNCIL ASSISTANT INCOME MAINTENANCE CASEWORKER PERSONAL PROPERTY APPRAISER SENIOR MAINTENANCE TECHNICIAN TELECOMMUNICATOR			
<u>29</u>	<u>\$30,436.94</u>	<u>\$39,568.02</u>	<u>\$48,699.10</u>
ARTS PLACE MANAGER NUTRITION SITE MANAGER PERMITTING TECHNICIAN RECORDS TECHNICIAN SANITATION EQUIPMENT OPERATOR SENIOR OFFICE ASSISTANT			

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>30</u>	<u>\$31,806.60</u>	<u>\$41,348.58</u>	<u>\$50,890.56</u>
ADMINISTRATIVE ASSISTANT			
ANIMAL CONTROL OFFICER			
DRC WORK PROGRAM COORDINATOR			
MOTOR VEHICLE APPRAISER			
SENIOR ACCOUNTING TECHNICIAN			
SENIOR PROCESSING ASSISTANT			
SHOP FOREMAN			
VEHICLE MAINT MECHANIC			
<u>31</u>	<u>\$33,237.90</u>	<u>\$43,209.27</u>	<u>\$53,180.64</u>
ACCOUNTING SPECIALIST			
ADVANCED EMERGENCY MEDICAL TECHNICIAN			
DEPUTY ELECTION DIRECTOR			
DETENTION OFFICER			
MAPPING SPECIALIST			
PROCESSING TECHNICIAN			
REAL PROPERTY APPRAISER			
SENIOR INCOME MAINTENANCE CASEWORKER			
TRANSPORT OFFICER			
WALNUT COVE SENIOR CENTER COORDINATOR			
<u>32</u>	<u>\$34,733.61</u>	<u>\$45,153.70</u>	<u>\$55,573.78</u>
ASSISTANT HUMAN RESOURCES DIRECTOR			
ASSISTANT REGISTER OF DEEDS			
BUILDING MAINTENANCE SUPERVISOR			
CHILD SUPPORT AGENT			
DEPUTY TAX COLLECTOR			
FTCC FACILITIES SUPERVISOR			
LISTING APPRAISER			
NUTRITIONIST			
OFFICE MANAGER			
SENIOR ACCOUNTING SPECIALIST			
SOCIAL SERVICES INVESTIGATOR			
WATER & SEWER MAINTENANCE TECHNICIAN			
<u>33</u>	<u>\$36,296.62</u>	<u>\$47,185.61</u>	<u>\$58,074.59</u>
ADMINISTRATIVE OFFICER			
DEPUTY SHERIFF			
DETENTION SUPERVISOR			
SOCIAL WORKER			

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>34</u>	<u>\$37,929.97</u>	<u>\$49,308.96</u>	<u>\$60,687.95</u>
ADMINISTRATIVE AIDE DISTRICT SOIL/WATERSHED CONSERVATIONIST ECONOMIC DEVELOPMENT ANALYST PARAMEDIC REAL PROPERTY APPRAISER			
<u>35</u>	<u>\$39,636.82</u>	<u>\$51,527.87</u>	<u>\$63,418.91</u>
ASSISTANT TAX COLLECTOR CORPORAL DETECTIVE GIS SPECIALIST SENIOR ADMINISTRATIVE OFFICER SENIOR SOCIAL WORKER SOCIAL SERVICES COUNSELOR			
<u>36</u>	<u>\$41,420.48</u>	<u>\$53,846.63</u>	<u>\$66,272.77</u>
BUSINESS PROPERTY APPRAISER CHIEF ANIMAL CONTROL OFFICER CODE/ZONING ENFORCEMENT OFFICER GIS SUPERVISOR HEALTH EDUCATION SPECIALIST LICENSED PRACTICAL NURSE SENIOR PROGRAM DIRECTOR SENIOR SOCIAL WORKER TELECOMMUNICATOR SUPERVISOR			
<u>37</u>	<u>\$43,284.40</u>	<u>\$56,269.72</u>	<u>\$69,255.04</u>
APPRAISAL SUPERVISOR ASSISTANT FIRE MARSHAL ELECTIONS DIRECTOR INCOME MAINTENANCE SUPERVISOR PUBLIC HEALTH NURSE SENIOR CODE ENFORCEMENT OFFICER SERGEANT SYSTEM ANALYST			
<u>38</u>	<u>\$45,232.20</u>	<u>\$58,801.86</u>	<u>\$72,371.52</u>
CHIEF CODE ENFORCEMENT OFFICER EMS SHIFT SUPERVISOR EMS TRAINING OFFICER HEALTH SPECIALIST TRAINEE SUPPORT SERVICE SUPERVISOR VEHICLE MAINTENANCE SUPERVISOR			

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>39</u>	<u>\$47,267.65</u>	<u>\$61,447.95</u>	<u>\$75,628.24</u>
CHILD SUPPORT SUPERVISOR DETECTIVE SERGEANT SENIOR SYSTEM ANALYST SOCIAL WORKER SUPERVISOR			
<u>40</u>	<u>\$49,394.69</u>	<u>\$64,213.10</u>	<u>\$79,031.50</u>
ASSISTANT FINANCE DIRECTOR INCOME MAINTENANCE ADMINISTRATOR SENIOR PUBLIC HEALTH NURSE SOIL/WATER CONSERVATION DIRECTOR			
<u>41</u>	<u>\$51,617.45</u>	<u>\$67,102.69</u>	<u>\$82,587.92</u>
<u>42</u>	<u>\$53,940.24</u>	<u>\$70,122.31</u>	<u>\$86,304.38</u>
DISTRICT RESOURCE DIRECTOR LIEUTENANT SENIOR NUTRITIONIST SENIOR PUBLIC HEALTH NURSE			
<u>43</u>	<u>\$56,367.55</u>	<u>\$73,277.82</u>	<u>\$90,188.08</u>
SOCIAL WORK PROGRAM MANAGER			
<u>44</u>	<u>\$58,904.09</u>	<u>\$76,575.32</u>	<u>\$94,246.54</u>
CAPTAIN FIRE MARSHAL			
<u>45</u>	<u>\$61,554.77</u>	<u>\$80,021.20</u>	<u>\$98,487.63</u>
ARTS COUNCIL DIRECTOR CHIEF DEPUTY EMERGENCY COMMUNICATIONS DIRECTOR ENVIRONMENTAL HEALTH SPECIALIST PUBLIC HEALTH NURSE SUPERVISOR			
<u>46</u>	<u>\$64,324.73</u>	<u>\$83,622.15</u>	<u>\$102,919.57</u>
HUMAN RESOURCES DIRECTOR			

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>47</u>	<u>\$67,219.34</u>	<u>\$87,385.14</u>	<u>\$107,550.94</u>
ASSISTANT COUNTY MANAGER/CLERK OF THE BOARD			
EMERGENCY MEDICAL SERVICES DIRECTOR			
FINANCE DIRECTOR			
HEALTH DIRECTOR			
INFORMATION TECHNOLOGY DIRECTOR			
PLANNING AND DEVELOPMENT DIRECTOR			
PUBLIC WORKS DIRECTOR			
SOCIAL SERVICES DIRECTOR			
TAX ADMINISTRATOR			

IV. SPECIAL PROVISIONS AND RECOMMENDATIONS

The Mercer Group, Inc., offers the following provisions and recommendations:

A. Hiring Offer

We recommend allowing hiring for applicants, with qualifications exceeding the stated minimum for the position, up to the Mid-point of the salary grade with a recommendation from the affected manager that is endorsed by the County Manager.

B. Annual Market Adjustment

We recommend the County make annual adjustments to the Pay Plans and employee salaries based on an annual analysis of the Consumer Price Index or other indices most reflective of the true cost of living for the Stokes County area.

C. Reclassification

When a new position is created or there is a need for a reclassification of an existing position, a Position Questionnaire (as used in the Study) should be completed. The Position questionnaire should then be evaluated using the Factor Evaluation System to determine the Pay Grade, thus continuing to maintain the internal equity of position array.

D. Salaries for Non-Classified Positions

“Non-classified positions” are positions that are compensated by the County but were not part of the study such as those positions under contract (e.g. County Manager and Economic Development Director [recommended, above]) and positions elected by County voters (Sheriff, Register of Deeds). Salaries and salary ranges for those and other such positions should be set by the Board of Commissioners or other appropriate NC general statutes.

“Classified positions” are those positions for which a pay grade may be determined and recommended using the Factor Evaluation System through the interview and questionnaire process as described above. That process is the sole method employed in recommending a pay grade for each position included in the study; thereby ensuring that all position pay grades were recommended in the same way.

This complies with an over arching federal mandate referred to as internal equity, i.e. all pay grades are recommended in the same manner using the same process. The manner in which contract positions are compensated is determined solely by the contract. Similarly there are no minimum requirements across these ten classification factors that voters must take into consideration for the elected positions.

E. Turnover Rate of Employees

Employee turnover can have numerous causes, some predictable, such as retirement, but most are not. It is recommended that the County track the turnover of its employees through exit interviews and post departure interviews to identify to the point possible (some employees are uncomfortable with an exit or other departure related interview) what the causes of turnover are and what may be done to retain employees.

One industry rule of thumb regarding the cost of replacing a fully trained and functioning employee is two to three times that employee’s annual salary.

F. Movement Through the Pay Range

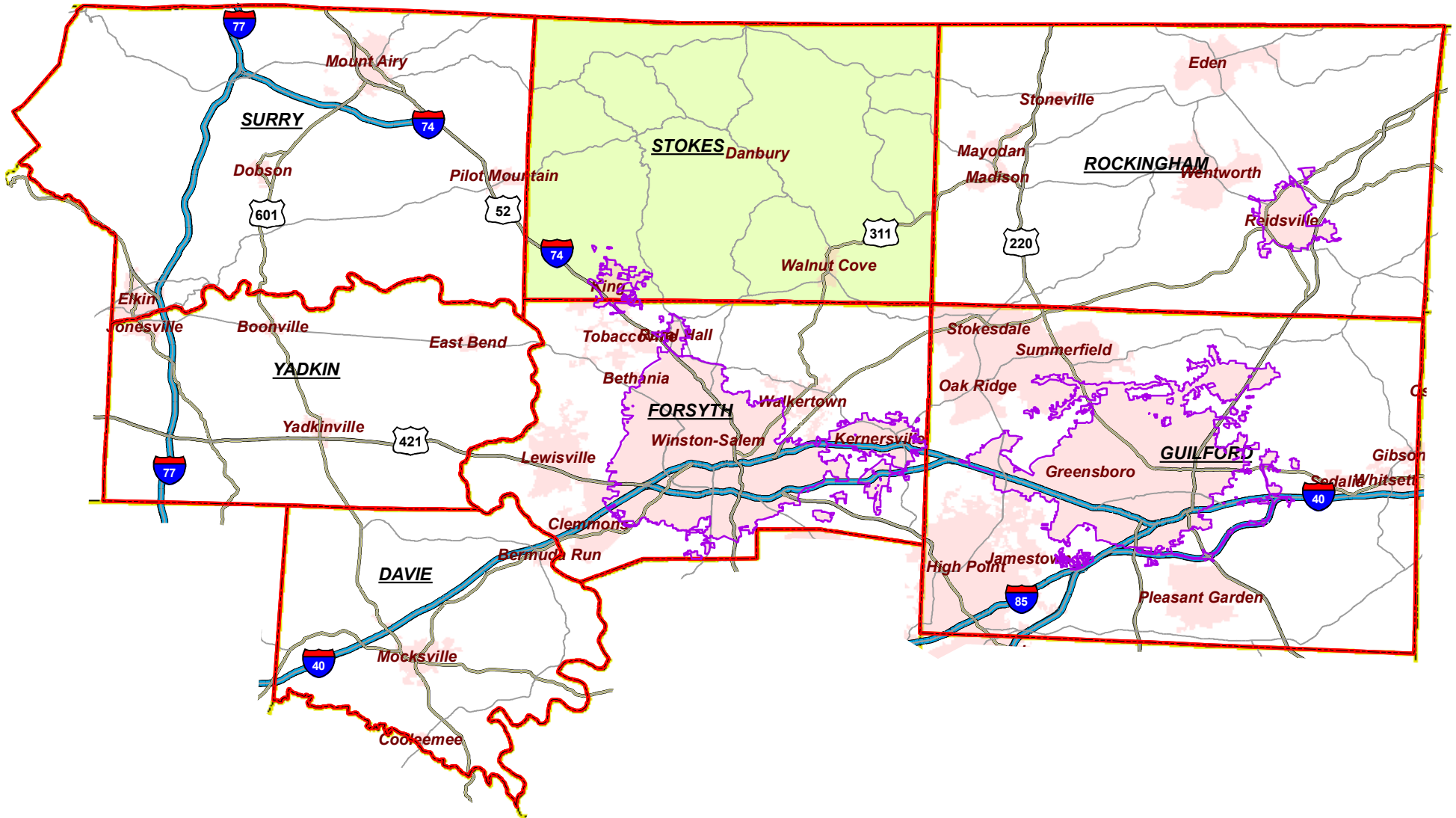
The pay structure recommended by the study has a range from minimum to maximum for each pay grade that is structured to reflect the average ranges in your competitive market. It is recommended that the County establish policies that will move employees though this range based on time with the county, performance, or other criteria that can be applied fairly to all classified employees. As a reminder, the Annual Market Adjustment recommended in “B.”, above (often referred to as a Cost of Living Adjustment) does not move employees though their pay range as it adjusts the pay plan in the same per centage as the employee’s increase.

G. One-time Salary Adjustment Based on Time in Position (Compression Adjustment)

It is recommended that when funding becomes available the County make possible adjustments to employee’s positions in their new pay range based on the amount of time each employee has been in their current position. This adjustment is normally referred as a “Compression Adjustment” and identifies the same maximum percentage of the pay range that no employee will be placed beyond.

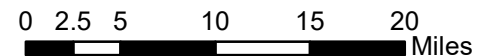
AREA MAP OF SURROUNDING COUNTIES

CITIES AND TOWNS INCLUDED WITHIN STUDY AREA HIGHLIGHTED IN PURPLE



Disclaimer Tax Map Stokes County GIS Mapping
This map was prepared using the most reliable sources from government and private industry sources. There are no guaranties (implied or expressed) regarding this map by the Stokes County Mapping/GIS Department. Furthermore, the Stokes County Mapping/GIS Department shall not be held responsible to any party, under any circumstance for damages arising from the use or misuse of this map. Any and all errors brought to our attention will be corrected in later revisions.

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Printed Date: 8/17/2020





**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VI.b.

COVID-19 Funding Information

Contact: Jake Oakley/Shannon Shaver

Summary:

The following information was discussed at the meeting on August 10th and the Board requested that the items be placed back onto the agenda for August 24th for discussion to be moved to action for approval.

1. CARES ACT Funds Received
2. Municipality Funding
3. Grants to Small Businesses/Non-Profits with Proposed Application and Guidelines
4. COVID-19 Advisory Grant Review Committee

We spoke with County Attorney Browder concerning questions from the Board as well as the Office of State Budget Management. The changes by County Attorney Browder are reflected in the updated guidelines and application. The state concurred that we would have to request tax records as documentation to prove a financial loss due to COVID-19 and saw no issue with these being requested. We are requesting that these items be approved at the meeting on August 24th so that we may begin the process. We have also sent copies of the Interlocal agreements to all municipalities and upon approval we will send them the final copy for their review and approval before the funds are distributed. We are requesting approval on the agreements at the meeting on August 24th as well.

ATTACHMENTS:

Description	Upload Date	Type
Memo-CRF Plan Information	8/6/2020	Cover Memo
Updated Application	8/19/2020	Cover Memo
Revised Qualifications	8/19/2020	Cover Memo
King Agreement	8/20/2020	Cover Memo
Danbury Agreement	8/20/2020	Cover Memo
Walnut Cove Agreement	8/20/2020	Cover Memo
Stokes County Grant Guidelines	8/6/2020	Cover Memo
Stokes County Grant Application	8/6/2020	Cover Memo

COUNTY OF STOKES

Jake M. Oakley
County Manager
cmanager@co.stokes.nc.us



Shannon B. Shaver
Clerk to the Board
Assistant County Manager
sshaver@co.stokes.nc.us

Phone (336) 593-2407

ADMINISTRATION

Fax (336) 593-2346

Post Office Box 10 • 1014 Main Street • Administration Building • Danbury, NC 27016

August 4, 2020

To: Board of Commissioners

Re: Coronavirus Relief Fund (CRF) County Plan

From: Jake M. Oakley, County Manager

2020 has been a very unusual / stressful year due to the Coronavirus restrictions placed on our County. During this time Stokes has received Two (2) rounds of Federal Funding through the Cares Act, which have been approved, awarded and disbursed to us by the State of North Carolina based on Population.

CARES ACT Funds Received

Covid-19 Recovery Act Funding, First Round Payment (May 2020)	\$991,781.00
Covid-19 Recovery Act Funding, Second Round Payment (August 2020)	<u>\$884,827.68</u>
Total	\$1,876,608.68

Municipalities

One of the requirements placed on the County recently was that our Municipalities receive Twenty Five Percent (25%) of the total funding. **Total Amount=\$469,152.17**
\$469,152.17 / 7708 population = 60.8656 per citizen

Using the above distribution method of funding (based on population) the following amounts are recommended for our Municipalities.

Town of Danbury, population 186	\$11,138.40
City of King, total population 6861	
Forsyth County's portion 691	
Stokes County's portion 6170	\$375,540.72
Town of Walnut Cove population 1355	\$82,472.88
Total	\$469,152.00

The County has already begun sending required monthly reports as of August 20, 2020 so therefore we reached out to the North Carolina Office of State Budget and Management for information on the responsibility of reporting and using the funds that are provided to the municipalities and received the following response:

According to Session law 2020-80 states: "Counties and municipalities are liable to the State for any misuse or mishandling of these funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State funds. Any local government officer, official, or employee who violates this section shall be subject to a civil action by the State and held personally liable to reimburse the State.

Beginning October 1, 2020, and then quarterly thereafter, each county and municipality receiving funds under this subdivision shall report to OSBM on the use of allocated funds until all funds are expended and accounted for."

For clarifying purposes:

If the County is found to have submitted ineligible expenditures the County would be liable, if a municipality submits ineligible expenditures, the municipality would be liable to return the funds.

So while the documentation for municipalities flows through the County, the municipality would be liable.

County's adjusted allotment after Municipal funding	Amount	\$1,407,456.51
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Grants

Another option for consideration by the Board is utilizing a portion of the CARES ACT funds to provide grant funding to our small businesses and non-profits who have been impacted by COVID-19. Attached you will see a sample application as well as guidelines for applying and receiving funding. We are requesting input from the Board on the amount of funding to be established to provide these grants.

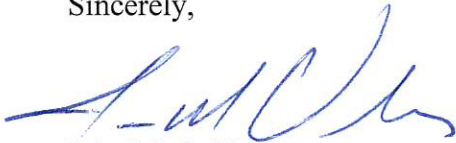
COVID-19 Advisory Grant Review Committee

During this process I am requesting that the Board approve the following Advisory Grant Review Committee to assist Commissioners / Management in the disbursement of Covid-19 Funds. During the establishment of this committee, I am requesting that a Commissioner serve as one of the committee members. This committee is advisory only with Board of Commissioners making final approval on all Covid-19 monies spent through expenditure related cost or grants.

The following members for approval:

1. Jake Oakley – County Manager
2. Shannon Shaver – Assistant County Manager / Clerk to the Board
3. Julia Edwards – Finance Director
4. Will Carter – Economic Development
5. Commissioner Appointment

Sincerely,



Jake M. Oakley
Stokes County Manager

Stokes County COVID-19 Small Business/Non-Profit Grant Program

Application Checklist:

- Completed and Signed Application
- IRS form W-9
- Proof of Non-Profit Status if applicable
- 2019 Tax Return
- Monthly gross receipts from January 2019-Current

Primary Business Function:

Summary about business (how long in business, services/products offered, hours of operation, track record prior to the COVID-19 crisis)

Legal Name of Business

DBA:	
Tax ID Number:	

Mailing Address

Street:	
City:	
State:	
Zip:	

Primary Physical Address in Stokes County

Street:	
City:	
State:	
Zip:	

Contact Information

Name:	
Phone Number:	
Email:	

How many employees in Stokes County as of March 1, 2020:

How many employees in Stokes County as of July 31, 2020:

If you are a non-profit please provide information on any special events, fundraisers, etc. that have been impacted by COVID-19:

Is this business current on its Stokes County Tax obligations?

Yes No

Organization Type:

Sole Proprietorship

Partnership

Franchise

Corporation

LLC

Other: _____

Is your business for Profit?

Yes No

**Stokes County COVID-19 Small Business/Non-Profit
Grant Program**

2019 Gross Receipts, by month

January	February	March
April	May	June
July	August	September
October	November	December

2020 Gross Receipts, by month

March	April	May
June	July	August

What is the current status of your business?

Please indicate the amount of funding you are requesting with any additional information you wish to provide:

***Maximum amount of grant funding depends on the number of applications approved.**

**Stokes County COVID-19 Small Business/Non-Profit
Grant Program**

Please check the following statements indicating that you understand and agree to the following conditions:

This application, even if favorably received, does not constitute a commitment on the part of Stokes County to extend grants.

I agree to notify Stokes County immediately in writing if any of the information contained in this application changes in any respect.

I certify that all information contained in the application is true and accurate to the best of my information and belief.

I understand that by submitting this application that Stokes County is under no obligation to approve and/or extend an assistance grant.

I agree to hold harmless and indemnify Stokes County, its Board members, and County employees against any claims, charges, suits, damages or other similar liability and to further waive any claims against Stokes County, its Board members and, County employees whether now existing or arising in the future, for damages, losses, liability, costs or expenses (including reasonable attorney fees) incurred and arising from this application process.

I agree that a false certification, false statement, or false receipts on this application will subject the applicant to repayment of the grant funds and other penalties under the law.

I certify that I have not received and do not expect to receive federal or state funds to partially offset the expenses that I am submitting for reimbursement through this program.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE APPLICATION AS COMPLETED, AND THAT EACH RESPONSE IS TRUE, COMPLETE, AND ACCURATE.

Applicant

Authorized Signature

Title

Date

**Please submit application via email to
sshaver@co.stokes.nc.us**

Or by mail to:

Stokes County Manager's Office

Attn: Shannon Shaver

PO Box 20

Danbury, NC 27016

Stokes County COVID-19 Small Business/Non-Profit Grant Program

The COVID-19 pandemic has severely impacted various retail, hospitality, entertainment, employment and administrative services, and travel-related businesses in Stokes County.

The County received funding from the Coronavirus Aid Relief and Economic Security (CARES) Act. The U.S. Department of Treasury guidance allows the CARES Act funds to be used for costs and expenses incurred because of the COVID-19 public health emergency, specifically mentioning the making of grants to small businesses.

A small business/non-profit grant program will be the most efficient and effective way to distribute resources to small businesses in Stokes County. The program can assist a small business/non-profit with cash needed for working capital to support rent or mortgage payments, utility, payroll, or other similar expenses that occur in the ordinary course of business.

Qualification Criteria:

A business/non-profit must meet the following criteria to qualify for a grant:

- Other than a locally owned franchise, must not be a part of, a subsidiary of, or be otherwise owned or controlled by a business with more than fifty employees.
- Must physically located in Stokes County.
- Must be current on all County taxes as of March 1, 2020.
- Must have experienced due to Covid-19 a revenue loss when compared to the average revenue for the same period during the past calendar year.
- Banks, financial institutions and franchise businesses not locally owned are not eligible for the Grant Program.

Application Review Process

1. The grant shall be advertised for 10 business days beginning August 25, 2020.
2. Applications shall be accepted from September 9, 2020-September 30, 2020.
3. The Grant Review Team shall meet the week of October 5, 2020.
4. Applications shall be time and date stamped upon receipt and shall be reviewed on a first come, first served basis.
5. The Grant Review Team shall assess the applications to ensure that the criteria of this Grant Program are met.
6. Grant Recipients will be notified upon Board of Commissioners approval in the month of October 2020.

If the initial allocation of \$500,000.00 is not sufficient to meet all qualified applications received, the Grant Review Team shall report the additional need to the Board with a recommendation of whether to allocate more CARES Act funds to this Grant Program or reduce the grant amount proportionately.

Documentation required of Applicant:

- Completed and signed application
- IRS form W-9
- Proof of Non-Profit Status if applicable
- 2019 Tax Return
- Gross Receipts from January 2019-Current

Disbursement Requirements

1. **Receipt of Application-** The small business/non-profit must have provided the Grant Review Team with a complete Small Business/Non-Profit Grant application.
2. **Certification of Application-** The Grant Review Team must have certified that the small business/non-profit qualifies for the Small Business/Non-Profit Grant program and that the small business/non-profit has provided all the information required to make this determination.
3. **Report to Board of Commissioners-** The Grant Review Team shall send to the Board of Commissioners the list of businesses/non-profits qualified to receive a grant. All applications and documentation will be available for the review of board members. The Board of Commissioners will make the final determination on all funding.

STATE OF NORTH CAROLINA

STOKES COUNTY

**INTERLOCAL AGREEMENT FOR THE
DISBURSEMENT OF CORONAVIRUS
RELIEF FUNDS**

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Stokes County, North Carolina (the "County"), and City of King (the "City");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and four North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Stokes County received \$1,876,608.68 in total CRF funds for Municipal Distribution from the General Assembly, and is required to distribute \$469,152.17, representing 25 percent such funds, to municipalities; and

WHEREAS counties and municipalities receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80; and

WHEREAS the distribution to the three municipalities in Stokes County is based on the respective populations of said municipalities located within Stokes County; and

WHEREAS the population within Stokes County of the three municipalities is as follows:

Town of Danbury	Population of 186
City of King	Total population of 6861 of which 6170 is Located in Stokes County
Town of Walnut Cove	Population of 1355

WHEREAS the City of King's share of the CRF funds based on the above population figures is \$375,540.72;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the City agree as follows:

1. Services. The City shall expend its share of CRF funds to provide services to citizens of Stokes County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The CRF funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The City shall use the CRF funds exclusively for the purposes set forth above. If the City does not complete its plan for the distribution of CRF funds, and submit it to the County by September 1, 2020, this Agreement will immediately terminate, and the City shall return all of said funds to the County; and the County may use all of such funds for any use allowed for CRF funds. The City may not use the CRF funds for any expense that has been reimbursed by other CRF funds received.

2. Term. The services for which CRF funds may be used must have been rendered between March 1, 2020 and December 30, 2020, unless sooner terminated by mutual consent or as hereinafter provided. All CRF funds received by the City must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Independent Contractor. The City shall operate as an independent contractor, and the County shall not be responsible for any of the City's acts or omissions. The City, its employees, and subcontractors shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the City or the employees of the City. The City is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The City shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The City shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The City has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the

City for any expenses paid or incurred by the City unless otherwise agreed in writing. The City shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

4. Reports. Beginning October 1, 2020, and then quarterly thereafter, the City shall report to the County and to the North Carolina Office of State Budget and Management on the use of CRF funds until all funds are expended and accounted for. City shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the City has completed its services, but in no event later than December 30, 2020, the City shall provide a complete Report containing a summary of its services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

5. Records, Audit. The City agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the City as may reasonably be requested by the County. The City agrees that the County shall have access to the records and premises of the City at all reasonable times, and the City agrees to submit such reports as the County shall request pertaining to the funds disbursed herein or the operation of the City. The City shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the CRF funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the CRF funds, or may perform the audit through the use of its staff. The City shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the City.

6. Termination. The County may terminate this Agreement for any violation thereof by the City. In the event of termination, the City shall promptly remit any payments received which the County deems to have been disbursed in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of CRF funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

7. Indemnification. The City agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the City relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the City has expended CRF

funds in an illegal or disallowed manner, City shall reimburse the County for the amount of such disallowed expenses.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Jake Oakley.
County Manager
PO Box 20, 1014 Main Street
Danbury, NC 27016

For the City:

Susan O'Brien, Director of Finance and Personnel
City of King
PO Box 1132, 229 South Main Street
King, NC 27021

9. Assignment. The City may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Stokes County, North Carolina.

12. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

13. Modification. This Agreement may only be modified in writing and signed by both the City and by the County Manager or other authorized County official.

14. Miscellaneous. The City shall comply with all applicable laws and regulations including but not limited to 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. This agreement is intended for the benefit of the County and the City, and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the City have set their hands and seals as of the day and year first above written.

STOKES COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Jake Oakley, County Manager

Date: _____

ATTEST:

Shannon Shaver, Clerk to the Board

Date: _____

GRANTEE

City of King, NORTH CAROLINA

(SEAL)

By: _____
Homer Dearmin, City Manager

Date: _____

ATTEST:

Nicole Branshaw, Clerk to the Board

Date: _____

STATE OF NORTH CAROLINA
STOKES COUNTY

**INTERLOCAL AGREEMENT FOR THE
DISBURSEMENT OF CORONAVIRUS
RELIEF FUNDS**

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Stokes County, North Carolina (the “County”), and Town of Danbury (the “Town”);

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund (“CRF”) and distributed funds to States and localities with populations over 500,000, including North Carolina and four North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Stokes County received \$1,876,608.68 in total CRF funds for Municipal Distribution from the General Assembly, and is required to distribute \$469,152.17, representing 25 percent such funds, to municipalities; and

WHEREAS counties and municipalities receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80; and

WHEREAS the distribution to the three municipalities in Stokes County is based on the respective populations of said municipalities located within Stokes County; and

WHEREAS the population within Stokes County of the three municipalities is as follows:

Town of Danbury	Population of 186
City of King	Total population of 6861 of which 6170 is Located in Stokes County
Town of Walnut Cove	Population of 1355

WHEREAS the Town of Danbury's share of the CRF funds based on the above population figures is \$11,138.40;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Town agree as follows:

1. Services. The Town shall expend its share of CRF funds to provide services to citizens of Stokes County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The CRF funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Town shall use the CRF funds exclusively for the purposes set forth above. If the City does not complete its plan for the distribution of CRF funds, and submit it to the County by September 1, 2020, this Agreement will immediately terminate, and the Town shall return all of said funds to the County; and the County may use all of such funds for any use allowed for CRF funds. The Town may not use the CRF funds for any expense that has been reimbursed by other CRF funds received.

2. Term. The services for which CRF funds may be used must have been rendered between March 1, 2020 and December 30, 2020, unless sooner terminated by mutual consent or as hereinafter provided. All CRF funds received by the Town must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Independent Contractor. The Town shall operate as an independent contractor, and the County shall not be responsible for any of the Town's acts or omissions. The Town, its employees, and subcontractors shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Town or the employees of the Town. The Town is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Town shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Town shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Town has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Town for any expenses paid or incurred by the City unless otherwise

agreed in writing. The Town shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

4. Reports. Beginning October 1, 2020, and then quarterly thereafter, the Town shall report to the County and to the North Carolina Office of State Budget and Management on the use of CRF funds until all funds are expended and accounted for. Town shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Town has completed its services, but in no event later than December 30, 2020, the City shall provide a complete Report containing a summary of its services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

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6. Termination. The County may terminate this Agreement for any violation thereof by the Town. In the event of termination, the Town shall promptly remit any payments received which the County deems to have been disbursed in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of CRF funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

7. Indemnification. The Town agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Town relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Town has expended CRF

funds in an illegal or disallowed manner, Town shall reimburse the County for the amount of such disallowed expenses.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Jake Oakley.
County Manager
PO Box 20, 1014 Main Street
Danbury, NC 27016

For the Town:

Janet Whitt, Mayor
Town of Danbury
PO Box
Danbury, NC 27016

9. Assignment. The Town may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Stokes County, North Carolina.

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13. Modification. This Agreement may only be modified in writing and signed by both the Town and by the County Manager or other authorized County official.

14. Miscellaneous. The Town shall comply with all applicable laws and regulations including but not limited to 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. This agreement is intended for the benefit of the County and the Town, and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Town have set their hands and seals as of the day and year first above written.

STOKES COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Jake Oakley, County Manager

Date: _____

ATTEST:

Shannon Shaver, Clerk to the Board

Date: _____

GRANTEE

Town of Danbury, NORTH CAROLINA

(SEAL)

By: _____
Janet Whitt, Mayor

Date: _____

ATTEST:

Diane Starnes, Town Clerk

Date: _____

STATE OF NORTH CAROLINA

STOKES COUNTY

**INTERLOCAL AGREEMENT FOR THE
DISBURSEMENT OF CORONAVIRUS
RELIEF FUNDS**

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Stokes County, North Carolina (the "County"), and Town of Walnut Cove (the "Town");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and four North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Stokes County received \$1,876,608.68 in total CRF funds for Municipal Distribution from the General Assembly, and is required to distribute \$469,152.17, representing 25 percent such funds, to municipalities; and

WHEREAS counties and municipalities receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80; and

WHEREAS the distribution to the three municipalities in Stokes County is based on the respective populations of said municipalities located within Stokes County; and

WHEREAS the population within Stokes County of the three municipalities is as follows:

Town of Danbury	Population of 186
City of King	Total population of 6861 of which 6170 is Located in Stokes County

WHEREAS the Town of Walnut Cove's share of the CRF funds based on the above population figures is \$82,472.88;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Town agree as follows:

1. Services. The Town shall expend its share of CRF funds to provide services to citizens of Stokes County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The CRF funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Town shall use the CRF funds exclusively for the purposes set forth above. If the City does not complete its plan for the distribution of CRF funds, and submit it to the County by September 1, 2020, this Agreement will immediately terminate, and the Town shall return all of said funds to the County; and the County may use all of such funds for any use allowed for CRF funds. The Town may not use the CRF funds for any expense that has been reimbursed by other CRF funds received.

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to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Town for any expenses paid or incurred by the City unless otherwise agreed in writing. The Town shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

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- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
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- e. Failure to make satisfactory progress in completion of the Services.

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North Carolina, or any agency of either, determines that the Town has expended CRF funds in an illegal or disallowed manner, Town shall reimburse the County for the amount of such disallowed expenses.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Jake Oakley.
County Manager
PO Box 20, 1014 Main Street
Danbury, NC 27016

For the Town:

Kim Greenwood, Town Manager
Town of Walnut Cove
PO Box
Walnut Cove, NC 27052

9. Assignment. The Town may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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IN WITNESS WHEREOF, the authorized officials of the County and the Town have set their hands and seals as of the day and year first above written.

STOKES COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Jake Oakley, County Manager

Date: _____

ATTEST:

Shannon Shaver, Clerk to the Board

Date: _____

GRANTEE

Town of Walnut Cove, NORTH CAROLINA

(SEAL)

By: _____
Kim Greenwood, Town Manager

Date: _____

ATTEST:

Amanda Bryant, Clerk to the Board

Date: _____

Stokes County COVID-19 Small Business/Non-Profit Grant Program

In response to the COVID-19 pandemic, among other things, forced the closure of non-essential businesses in Stokes County. The forced closure has severely impacted various retail, hospitality, entertainment, employment and administrative services, and travel-related businesses.

The County received funding from the Coronavirus Aid Relief and Economic Security (CARES) Act. The U.S. Department of Treasury guidance allows the CARES Act funds to be used for costs and expenses incurred because of the COVID-19 public health emergency, specifically mentioning the making of grants to small businesses.

A small business/non-profit grant program will be the most efficient and effective way to distribute resources to small businesses in Stokes County. The program can assist a small business/non-profit with cash needed for working capital to support rent or mortgage payments, utility, payroll, or other similar expenses that occur in the ordinary course of business.

Qualification Criteria:

A business must meet the following criteria to qualify for a grant:

- Must not be a part of, a subsidiary of, or be otherwise owned or controlled by a business with more than fifty employees.
- Be physically located in Stokes County.
- Current on all County taxes as of March 1, 2020.
- Must have experienced due to Covid-19 a revenue loss when compared to the average revenue for the same period during the past calendar year.
- Locally owned franchise businesses are eligible for grants.
- Banks, financial institutions and franchise businesses not locally owned are not eligible for the Grant Program.

Application Review Process

1. The grant shall be advertised for 10 business days beginning ()
2. Applications shall be accepted from ()
3. The Grant Review Team shall meet the week of ()
4. Applications shall be time and date stamped upon receipt and shall be reviewed on a first come, first served basis.
5. The Grant Review Team shall assess the applications to ensure that the criteria of this Grant Program are met.
6. Payments shall be distributed beginning ()

If the initial allocation of (\$) is not sufficient to meet all qualified applications received, the Grant Review Team shall report the additional need to the Board with a recommendation of whether to allocate more CARES Act funds to this Grant Program or reduce the grant amount proportionately.

Documentation required of Applicant:

- Completed and signed application
- IRS form W-9
- Proof of Non-Profit Status if applicable
- 2019 Tax Return
- Gross Receipts from January 2019-Current

Disbursement Requirements

1. **Receipt of Application-** The small business/non-profit must have provided the Grant Review Team with a complete Small Business/Non-Profit Grant application.
2. **Certification of Application-** The Grant Review Team must have certified that the small business/non-profit qualifies for the Small Business/Non-Profit Grant program and that the small business/non-profit has provided all the information required to make this determination.
3. **Report to Board of Commissioners-** The Grant Review Team shall send to the Board of Commissioners the list of businesses/non-profits qualified to receive a grant. All applications and documentation will be available for the review of board members. The Board of Commissioners will make the final determination on all funding.

Stokes County COVID-19 Small Business/Non-Profit Grant Program

Application Checklist:

- Completed and Signed Application
- IRS form W-9
- Proof of Non-Profit Status if applicable
- 2019 Tax Return
- Monthly gross receipts from January 2019-Current

Primary Business Function:

Summary about business (how long in business, services/products offered, hours of operation, track record prior to the COVID-19 crisis)

Legal Name of Business

DBA:	
Tax ID Number:	

Mailing Address

Street:	
City:	
State:	
Zip:	

Primary Physical Address in Stokes County

Street:	
City:	
State:	
Zip:	

Contact Information

Name:	
Phone Number:	
Email:	

How many employees in Stokes County as of March 1, 2020:

How many employees in Stokes County as of July 31, 2020:

If you are a non-profit please provide information on any special events, fundraisers, etc. that have been impacted by COVID-19:

Is this business current on its Stokes County Tax obligations?

Yes No

Organization Type:

Sole Proprietorship

Partnership

Franchise

Corporation

LLC

Other: _____

Is your business for Profit?

Yes No

**Stokes County COVID-19 Small Business/Non-Profit
Grant Program**

2019 Gross Receipts, by month

January	February	March
April	May	June
July	August	September
October	November	December

2020 Gross Receipts, by month

March	April	May
June	July	August

What is the current status of your business?

If your business is not open with Normal Operations, what would you need for your business to re-open or resume full operation?

***Please attach any additional documentation that you feel is relevant to your application.**

**Stokes County COVID-19 Small Business/Non-Profit
Grant Program**

Please check the following statements indicating that you understand and agree to the following conditions:

This application, even if favorably received, does not constitute a commitment on the part of Stokes County to extend grants.

I agree to notify Stokes County immediately in writing if any of the information contained in this application changes in any respect.

I certify that all information contained in the application is true and accurate to the best of my professional ability.

I understand that by submitting this application that Stokes County is under no obligation to approve and/or extend an assistance grant.

I agree to hold harmless and indemnify Stokes County, its Board members, and County employees against any claims, charges, suits, damages or other similar liability and to further waive any claims against Stokes County, its Board members and, County employees whether now existing or arising in the future, for damages, losses, liability, costs or expenses (including reasonable attorney fees) incurred and arising from this application process.

I agree that a false certification, false statement, or false receipts on this application will subject the applicant to repayment of the grant funds and other penalties under the law.

I certify that I have not received and do not expect to receive federal or state funds to partially offset the expenses that I am submitting for reimbursement through this program.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE APPLICATION AS COMPLETED, AND THAT EACH RESPONSE IS TRUE, COMPLETE, AND ACCURATE.

Applicant

Authorized Signature

Title

Date

Please submit application via email to sshaver@co.stokes.nc.us
Or by mail to:
Stokes County Manager's Office
Attn: Shannon Shaver
PO Box 20
Danbury, NC 27016



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VI.c.

Hospital Operations Board Appointment Request

Contact: Shannon Shaver

Summary:

At the last meeting 5 applicants were presented and nominated for the Hospital Operations Board. After the meeting the appointments are always advertised and I received an additional application. The application and resume for this individual are attached for review.

ATTACHMENTS:

Description	Upload Date	Type
Duncan Application	8/19/2020	Cover Memo
Duncan Resume	8/19/2020	Cover Memo

**Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application**

Last Name DUNCAN First Name Justin Initial Scott

Home Address 1110 Friendship Forest Drive Germanton NC 27019

Home # — Cell 336-413-2612 E-Mail Address j.duncan@novanthealth.org

Why would you be interested in serving on the Hospital Operations Committee? _____

As a current hospital plant engineering supervisor, and my love for Stokes County, I feel I could bring much to the table.

What is your business experience? In my current role with Novant Health I am tasked daily to work with both internal budgets and external contractors.

What is your healthcare experience? I have been in hospital plant engineering operations with Novant Health for 5 years. I also am currently vice chair on the Stokes County Board of Health.

Additional comments, if desired: _____


Signature of Applicant

Justin Duncan
Typed/Printed Name of Applicant

8/13/2020
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by Monday, August 3, 2020. You may mail the application to LifeBrite Community Hospital of Stokes, Attn: Administration, PO Box, 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Feel free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

JUSTIN S. DUNCAN
1110 FRIENDSHIP FOREST DRIVE
Germanton, NC 27019
336-413-2612 • DUNCANJ04SCC@YAHOO.COM

SUMMARY

I am a construction and maintenance professional with over 15 years of experience in all aspects of the plant engineering/maintenance industry, with 5 years being in a supervision role within a hospital environment. I have installed, maintained, controlled and repaired heating, ventilation, air conditioning, and refrigeration systems in commercial areas of the HVAC profession. I have led multiple teams in both the construction and maintenance fields with great success. I have considerable experience working with all levels of both internal team members and external agencies. I would love an opportunity to apply my leadership experience, construction and maintenance background, as well as my knowledge of tools and equipment, for an organization that promotes from within, and recognizes excellent performance.

EMPLOYMENT

[9/2015 – Present] Novant Health, Winston-Salem, NC

Supervisor, Medical Park Hospital Plant Engineering & Technician Shared Services

Responsible for ensuring Medical Park Hospital building systems and equipment are installed and maintained in accordance with Joint Commission standards and applicable local, state, and federal regulatory requirements. Responsible for overseeing life safety, environment of care and any work necessary to maintain the service life of company assets. Responsible for assisting 6 medical centers and/or hospitals in the Greater Winston Salem Market with additional Novant Health licensed trade maintenance professionals thru Novant plant engineering shared technician services.

[12/2013 – 8/2015] Forsyth Technical Community College, Winston-Salem, NC

Maintenance Mechanic, HVAC Electrical Technician

Troubleshoot and repair HVAC and refrigeration equipment to include: rotary screws and reciprocating chillers up to 400 ton; direct expansion split systems; large gas fired boilers; commercial refrigeration equipment including refrigerators, freezers and icemakers; and other appliance, equipment and other duties as needed in a 1.3 million square foot multi-site facility.

[2008 – 2013] Brady Trane Inc., Greensboro, NC

Controls Subcontracting Leader (2012-2013)

Manages all aspects of wiring subcontractors on large BAS control projects from beginning to end, with direct responsibility for wiring execution while leading a team of 10 to accomplish specific objectives in a given time frame and with available resources.

Controls System Designer (2010-2012)

Design, layout, and engineer a complete Building Automation System in new construction and existing buildings. Responsible for executing contracts and engineering drawings within estimated hours. Work with project managers, technicians and sub contractors to insure BAS installations are completed by architect design.

BAS (Building Automation Services) Control Technician (2008 – 2010)

Provide programming, technical checkout of end devices, owner training, and subcontractor coordination on BAS jobs. Responsible for executing contracts and engineering drawings within estimated hours.

EDUCATION

[2/2015] Gateway Bible College, Danbury, NC
BA in Theology

[2/2004 - 5/2006] Surry Community College, Dobson, NC
AAS in HVAC

[2000 - 2004] South Stokes High School, Walnut Cove, NC
Honor Graduate, National Honor Society

JUSTIN S. DUNCAN
1110 FRIENDSHIP FOREST DRIVE
Germanton, NC 27019
336-413-2612 • DUNCANJ04SCC@YAHOO.COM

CERTIFICATIONS/BOARDS & COMMITTEES SERVED ON

- Stokes County Board of Health Vice Chair (Serving since 1/2020)
- Member of ASHE
- Universal CFC Certification
- NFPA 101
- ICRA 8 Hour Construction Awareness Trained
- BARD Technical Training
- Trane Tracer MP580 Installation & Programming Certification

Novant Health Committees Served On

- Corporate Environment of Care (8/2018 – Present)
- Corporate Utilities Sub-Committee (8/2018 – Present)
- Corporate Haz-Mat Sub-Committee
- MPH Environment of Care (1/2018 – Present)
- MPH Regulatory Oversight Committee (1/2018 – Present)

Novant Health Joint Commission Surveys

- Medical Park Hospital 2019
- Thomasville Medical Center 2020



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VI.d.

Animal Control Advisory Board Appointment Request

Contact: Shannon Shaver

Summary:

I received a request from the ACAB for the appointment of Susan Hathcock from Westfield NC to a vacant position.



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VI.e.

Lewis Purchase Agreement

Contact: Jake Oakley/Shannon Shaver

Summary:

Lewis Purchase Agreement signed by all heirs and spouses for the property for the well/water tower on Wall Loop Rd. The agreement has been signed and upon the approval of the Board we will move forward with the preliminary work to done to assess if this site is suitable. Due to the 90 day timeline we are requesting that this item be moved to the Action Agenda at this meeting.

ATTACHMENTS:

Description	Upload Date	Type
Lewis Purchase Agreement	8/20/2020	Cover Memo

OFFER TO PURCHASE AND CONTRACT

COUNTY OF STOKES, as Buyer, hereby offers to purchase and **THE UNDERSIGNED HEIRS OF HASSELL AND NANCY LEWIS, TOGETHER WITH THEIR SPOUSES**, as Sellers, upon acceptance of said offer, agree to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as is listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the Stokes County, NC, and being designated as Tax Parcel 6955-13-0705, consisting of 1.50 acres, and being more particularly described in Deed Book 283 Page 273 Stokes County Register of Deeds.

2. FIXTURES: N/A

3. PERSONAL PROPERTY: N/A:

4. PURCHASE PRICE AND TERMS OF PURCHASE: The total sales price is Eighteen Thousand Five Hundred Dollars (\$18,500.00). **No earnest money deposit shall be required.**

(a) The Buyer will have ninety (90) days from and after the execution of this Agreement to determine if the site is acceptable for the Buyer's intended use. During said period the Buyer shall have the right of access to the property for the purposed of determining if the site is suitable for Buyer's use. If Buyer determines, within its sole uncontrolled discretion, that the site is not suitable for Buyer's use, then Buyer shall notify Seller of such prior to the expiration of the ninety day period. If the site is not suitable for Buyer's use, then this contract shall terminate. If the site is suitable for Buyer's use, then Buyer shall close on the purchase within 30 days after the expiration of the ninety day period.

(b) The Buyer agrees to pay all costs for the title work, deed preparation, recording fees, and revenue stamps. Title shall be delivered by the Sellers at closing by General Warranty Deed, free and clear of any encumbrances or assessments. There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Buyer's intended use. All deeds of trust, liens and other charges against the Property must be paid and satisfied by Sellers prior to or at closing such that cancellation may be promptly obtained following closing. Sellers shall remain obligated to obtain any such cancellations following closing. The Property must have legal access to public right-of-way.

(f) The Sellers warrant that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, and no owner's association special assessments.

(g) Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for

BUYER:

County of Stokes

By: _____ DATE

SELLER:

Angie Hill 8/20/20 DATE Greg Hill 8-20-20 DATE
Angie Hill Greg Hill

Sandra Conaway 8/17/20 DATE Dean Hall 8/17/20 DATE
Sandra Conaway Dean Hall

Kathy Wood DATE 8-20th 2020 DATE Larry Wood DATE
Kathy Wood Larry Wood

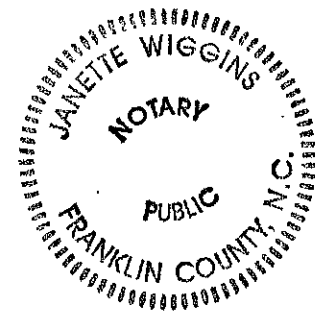
Deborah Price 8-11-20 DATE Ted Price 08/11/20 DATE
Deborah Price Ted Price

STATE OF NORTH CAROLINA
Franklin COUNTY

I, Janette Wiggins, Notary Public of the County and State aforesaid, certify that
Neborah Price the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 11 day of August, 2020.

Notary Public Janette Wiggins
My commission expires August 27, 2021

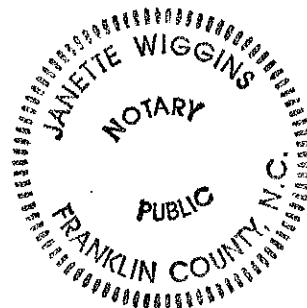


STATE OF NORTH CAROLINA
Franklin COUNTY

I, Janette Wiggins, Notary Public of the County and State aforesaid, certify that
Ted Price the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 11 day of August, 2020.

Notary Public Janette Wiggins
My commission expires August 27, 2021

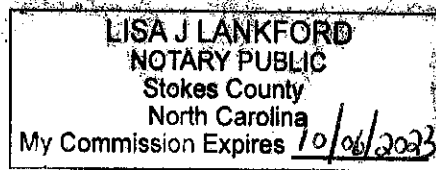


STATE OF NORTH CAROLINA
Stokes COUNTY

I, LISA J Lankford Notary Public of the County and State aforesaid, certify that
Sandra Conaway the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 17 day of August, 2020.

Notary Public
My commission expires 10/06/2023

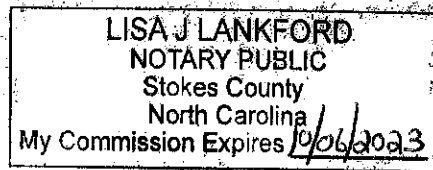


STATE OF NORTH CAROLINA
Stokes COUNTY

I, LISA J Lankford, Notary Public of the County and State aforesaid, certify that
Dean Hall the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 17 day of August, 2020.

Notary Public
My commission expires 10/06/2023

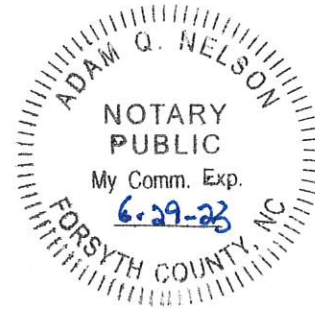


STATE OF NORTH CAROLINA
Forsyth COUNTY

I, Adam Q. Nelson, Notary Public of the County and State aforesaid, certify that
Angie Hill the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 20th day of August, 2020.

Notary Public Adam Q. Nelson
My commission expires June 29, 2023

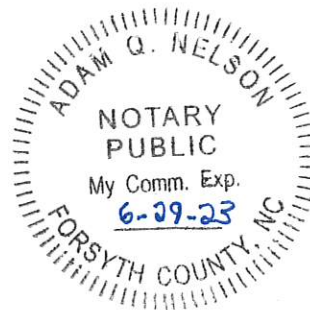


STATE OF NORTH CAROLINA
Forsyth COUNTY

I, Adam Q. Nelson, Notary Public of the County and State aforesaid, certify that
Greg Hill the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 20th day of August, 2020.

Notary Public Adam Q. Nelson
My commission expires June 29, 2023



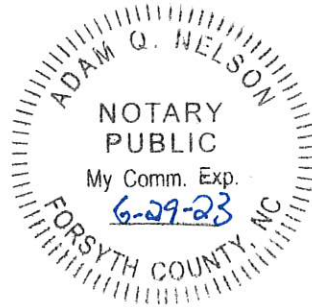
STATE OF NORTH CAROLINA
Forsyth COUNTY

I, Adam Q. Nelson, Notary Public of the County and State aforesaid, certify that

Kathy Wood the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 20TH day of August, 2020.

Notary Public Adam Q. Nelson
My commission expires June 29, 2023



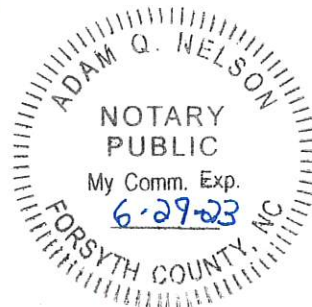
STATE OF NORTH CAROLINA
Forsyth COUNTY

I, Adam Q. Nelson, Notary Public of the County and State aforesaid, certify that

Larry Wood the property owner(s) personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 20TH day of August, 2020.

Notary Public Adam Q. Nelson
My commission expires June 29, 2023





**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VII.a.

Board of Health Application

Contact: Health Director Tammy Martin

Summary:

Application received from the Board of Health for a vacant position was presented at the meeting on August 10, 2020 and moved to the Action Agenda for August 24, 2020.

ATTACHMENTS:

Description	Upload Date	Type
Board of Health Application	8/6/2020	Cover Memo

STOKES COUNTY APPOINTMENT APPLICATION

NAME:

ADDRESS:

CITY/NC/ZIP

PLEASE INDICATE THE COMMITTEE/BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

I have worked for Drs. Mabe & Mabe for 22 years (in August). I would like to be the dental representative for Stokes County & serve in any way that I can.

Fax/Mail/Email appointment application to Shannon Shaver, Clerk to the Board, PO Box 20, Danbury, NC 27016 336-593-2448; Fax: 336-593-2346; Email: sshaver@co.stokes.nc.us



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VII.b.

Demolition of Old Prison Site

Contact: Chairman Nickelston

Summary:

This item was discussed at the last meeting and placed on the Action Agenda at the meeting on August 24, 2020. If the Board elects to go out for bids for the demolition it is requested that we receive bids for the old prison as well as the Bullins property that the county purchased for consideration of the demolition of both properties.



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VII.c.

Request to Abandon a Portion of Snyder Road- SR 1614

Contact: Jake Oakley

Summary:

This request was presented at the meeting on August 10, 2020 and moved to the Action Agenda for August 24, 2020.

ATTACHMENTS:

Description	Upload Date	Type
State Request-Snyder Road	8/6/2020	Cover Memo
Tax Office Information-Snyder Road	8/6/2020	Cover Memo



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 29, 2020

Stokes County

Subject: Request to Abandon a Portion of SR 1614, Snyder Road, from the Secondary Road System

Stokes County Board of Commissioners
Post Office Box 20
Danbury, North Carolina 27016


Dear Sir or Madam:

We have received a petition from the property owner requesting abandonment of approximately 0.10 miles of SR 1614 Snyder Road from our Secondary Roads System. If you agree with the request, please complete and return to me the attached resolution concerning the abandonment for my handling with the Board of Transportation.

For your information, I am attaching a copy of the abandonment petition and section of tax map noting the location of the road in question.

If you have any questions, I can be reached at (336) 747-7900.

Sincerely,

DocuSigned by:

5B92BB7E5EC44E5...

Jeremy M. Guy
District Engineer

JMG/vrk
Attachments

cc: File

**REQUEST FOR ABANDONMENT FROM THE STATE MAINTAINED
SECONDARY ROAD SYSTEM**

NORTH CAROLINA

COUNTY OF STOKES

ROAD DESCRIPTION PORTION OF SR 1614 – SNYDER ROAD (0.10 MILE)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of _____ requesting that the above described road, the location of which has been indicated on the attached map, be abandoned from the Secondary Road System; and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the abandonment is in the best interest of the public and of the Division of Highways of the Department of Transportation and Highway Safety.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of _____ that the Division of Highways is hereby requested to review the above described road, and to abandon the road from the Secondary Road System if it is in the best interest of the public and the Division of Highways.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of _____ at a meeting on the _____ day of _____, 20____, and appears on the minutes of the said Commission.

WITNESS my hand and official seal this the _____ day of _____, 20____.

Clerk, Board of Commissioners
County of _____

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

SR 1614 - SNYDER RD
MAINTAINED LENGTH = 0.69 MILE
REQUEST ABANDONMENT = 0.10 MILE
NEW MAINTAINED LENGTH = 0.59 MILE

North Carolina

County of Stokes

A PORTION OF

Petition request for the abandonment of ~~S~~ Secondary Road SR 1614 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1325 Snyder Rd.
in Lawsonville, NC County do hereby request the Division of Highways of the Department of
Transportation to abandon ^{A PORTION OF} the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

Jorge G. Interian

1325 Snyder Rd Lawsonville
327022

DocuSigned by:

Jorge G Interian

30952CA732E840D...

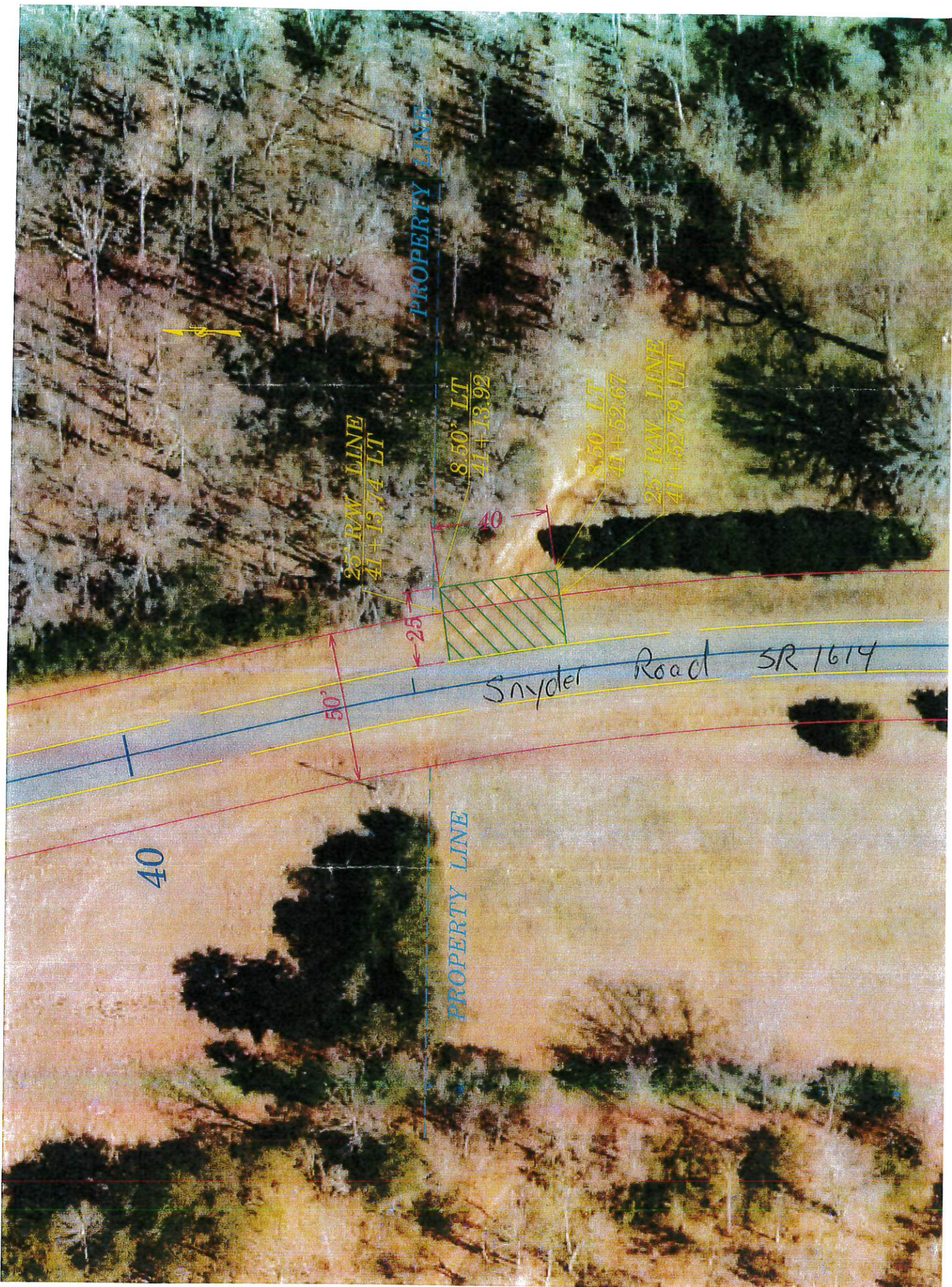
Jorge L Cardenas

DocuSigned by:

Jorge L Cardenas

C7E307D93A6E468...





PROPERTY LINE

25' RW LINE
41+13.74 LT

8.50' LT
41+13.92

8.50' LT
41+52.67

25' RW LINE
41+52.79 LT

Snyder Road SR 1614

40

PROPERTY LINE

Memo

To: Jake Oakley, County Manager
From: Greg Hunsucker, GIS Specialist /E-911 Addressing
Date: 8/5/2020
Re: Portion of Snyder Rd; S.R. 1614 to be Abandoned/Closed

I have received a request that a portion of Snyder Rd; S.R. 1614 to be abandoned and closed. After reviewing our tax maps, it is my opinion that the given approximation of abandonment is 400 Feet. The owners, Jorge G. Interian and Jorge L. Cardenas at 1325 Snyder Rd, Lawsonville, NC 27022, have requested that secondary road of SR 1614 to be abandoned/closed, which is the portion on their property. This road is a dead-end road and does not create any issues related to blocking anyone's land or have any impact of emergency services or planning. The NC DOT Division 9 will have the responsibility of creating a turnaround at the proposed end of Snyder Rd, that is suitable for School Buses and Emergency vehicles. Attached is the tax map showing the proposed closure and abandonment,

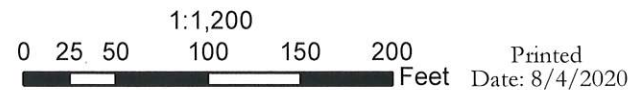
If you have any questions, please feel free to contact my office.

Thank you,



Disclaimer
Stokes County GIS Mapping
This map was prepared using the most reliable sources from government and private industry sources. There are no guaranties (implied or expressed) regarding this map by the Stokes County Mapping/GIS Department. Furthermore, the Stokes County Mapping/GIS Department shall not be held responsible to any party, under any circumstance for damages arising from the use or misuse of this map. Any and all errors brought to our attention will be corrected in later revisions.
8x11 L

Tax Map
NCDOT - Owners Request -
Abandonment of 0.10 miles
SR 1614 -- Snyder Rd



FILED
 STOKES COUNTY NC
 BRANDON HOOKER
 REGISTER OF DEEDS

FILED Oct 01, 2019
 AT 02:23 pm
 BOOK 00711
 START PAGE 1670
 END PAGE 1672
 INSTRUMENT # 04527
 EXCISE TAX \$340.00

Approved by Stokes County Tax Office
 NCGS 161-31(a) and NCGS 105-303(a2)
644 Date 10-1-2019

This instrument prepared by: Kevin T. May,
 a licensed North Carolina attorney. Delinquent
 taxes, if any, to be paid by the closing attorney
 to the county tax collector upon disbursement
 of closing proceeds.

Prepared By: Attorney Kevin T. May, Graves May, P.L.L.C.
Instrument prepared without examination as to title

Return To: Michael J. Cassidy

Revenue Stamps: \$ 340.00

Parcel ID:6050965233

NORTH CAROLINA

GENERAL WARRANTY DEED

STOKES COUNTY

THIS DEED made and entered into this 20th day of September, 2019, by and between Joshua D. Kalinowski, single, hereinafter called "Grantors," and Jorge G. Interian and spouse, Jorge Luis Cardenas-Zito, hereinafter called "Grantees," whose mailing address is: 1325 Snyder Road, Lawsonville, NC 27022

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Stokes County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

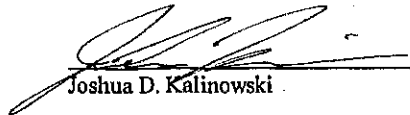
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated, if any.

Title to the property hereinabove described is subject to the following exceptions:

- a. County and/or Municipal Zoning Ordinances, Rules and Regulations.
- b. Restrictive Covenants, Easements and Rights of way of record.
- c. Ad valorem taxes for the year 2019 and thereafter.

JDK If initialed, the property includes the primary residence of at least one of the Grantors.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.


 _____ (SEAL)
 Joshua D. Kalinowski

STATE OF North Carolina

COUNTY OF Rockingham

I, Angela M. Wagner a Notary Public for Stokes County, State of North Carolina, do hereby certify that Joshua D. Kalinowski personally appeared before me this day acknowledging to me that they voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this the 20th day of September, 2019.

Angela M. Wagner

 Notary Public

My commission expires: 04-15-2020

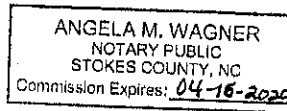


Exhibit A

TRACT ONE: Being and containing 3.00 acres, more or less, as shown on plat of survey for John W. Nelson, Jr., dated March 28, 1979, and prepared by Marvin S. Cavanaugh & Associates, R.L.S., reference being made to a copy of said survey recorded with the Register of Deeds of Stokes County, NC, said 3.00 acres being more particularly described as follows:

BEGINNING at an iron located in the centerline of NC Secondary Road #1614, said iron marking a common corner for Burt Wood and P. W. Watkins in the Original Northern Line of the John Willard Nelson, Sr. Property (D.B. 158, Page 301), said BEGINNING point also being located in a Southerly Direction approximately 6/10 of a Mile from NC Highway #704; Thence from the point of BEGINNING, South 85 degrees 27 minutes 03 seconds East passing over a reference iron in the Eastern right-of-way line of NC Secondary Road #1614 at 30.10 feet, a total distance of 463.55 feet with the southern line of the P. W. Watkins Property to a new iron in a Red Oak stump marking the Northwest corner of the Morris Stovel Tract; thence with the western line of said Stovel tract South 20 degrees 22 minutes 37 seconds West 329.06 feet to a new iron located in a Sycamore stump, marking the southwestern corner of said Stovel Tract in the eastern line of the said John Willard Nelson, Sr., property; thence a new line with the said John Willard Nelson, Sr., North 87 deg. 22 minutes 04 seconds West passing over a reference iron located in the eastern right-of-way line of NC Secondary Road #1614 at 317.38 feet, a total distance of 347.41 feet to a new iron pipe located in the centerline of NC secondary Road #1614; thence yet another new line with the said Nelson, North 00 degrees 04 minutes 55 seconds West 329.28 feet to the point an place of BEGINNING.

TRACT TWO: Being and containing 23.833 acres, more or less, as shown on plat of survey for John W. Nelson, Jr. dated July 27, 1979, and prepared by Marvin S. Cavanaugh, R.L.S., reference being made to a copy of said plat recorded in the Register of Deeds Office, Stokes County, North Carolina, said 23.833 acres being more particularly described as follows:

BEGINNING at an existing iron located at or near the centerline of SR 1614, said iron marking the northwest corner of the present John W. Nelson, Jr., Lot (DB 251/912); thence with the western and southern lines of said present John W. Nelson, Jr. tract, South 00 degrees, 04 minutes 55 seconds East 329.28 feet to an iron and South 87 degrees 22 minutes 04 seconds East 347.41 feet to an iron in a Sycamore stump marking the southeast corner of the said Nelson tract; thence along new line with John W. Nelson, Jr., the following courses and distances: South 36 degrees 08 minutes 33 seconds West 174.80 feet; South 12 degrees 45 minutes 10 seconds West 114.51 feet; South 44 degrees 06 minutes 51 seconds West 310.07 feet; South 71 degrees 30 minutes 55 seconds West 131.73 feet; North 58 degrees 00 minutes 41 seconds West 101.28 feet; North 78 degrees 36 minutes West 269.13 feet; South 53 degrees 28 minutes 49 seconds West 127.16 feet; North 73 degrees 54 minutes 14 seconds West 130.92 feet; South 73 degrees 34 minutes 06 seconds West 287.40 feet; and South 68 degrees 29 minutes 07 seconds West 148.18 feet to an iron on the bank of a branch and in the eastern line of J. E. Ziglar property; thence with said Ziglar's eastern line North 06 degrees 06 minutes 35 seconds East 948.44 feet to an existing iron marking the southeast corner of the Forrest Philemon Property (DB 251/247); thence with said Philemon's western line, North 06 degrees 06 minutes 35 seconds East 127.28 feet to an iron marking the southwest corner of the Burt Wood's property; thence with said Wood's southern line, South 82 degrees 04 minutes 26 seconds East 1007.98 feet to the point and place of BEGINNING.

For further reference in chain of title see Deed Book 356, Page 1830 and also, Deed Book 590, Page 154 as recorded in the Office of Register of Deeds for Stokes County, North Carolina.



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VII.d.

Solar Farm Moratorium

Contact: Chairman Andy Nickelston

Summary:

The Board has been in discussion regarding the Solar Farm Moratorium. At the last meeting the Board discussed making the moratorium for solar farms of 50 or more acres and setting the time limit until the Planning Board could have ample time to create regulations. We discussed this with County Attorney Browder and he states that there needs to be a definite time on the moratorium. We have updated the moratorium to state 50 acres or more and a time limit of 1 year. The Board may change any of this information as these are only suggestions based on what has been discussed.

ATTACHMENTS:

Description	Upload Date	Type
Updated Solar Farm Resolution	8/19/2020	Cover Memo
Solar Farm Resolution	8/5/2020	Cover Memo



RESOLUTION ESTABLISHING A ONE YEAR MORATORIUM ON APPROVAL OF LARGE SCALE SOLAR FARMS OF 50 ACRES OR LARGER

WHEREAS, The Stokes County Board of County Commissioners (BOCC) recently approved the county's second large scale commercial solar farm; and

WHEREAS, there were many questions and concerns expressed during the zoning process as to the potential negative impacts of this solar farm on the environment and other aspects of the community; and

WHEREAS, the questions posed to the solar farm developers by the BOCC were answered but with general answers that were inconclusive as to the actual negative environmental impacts that might be caused by the large-scale solar farm; and

WHEREAS, there is a major concern with tying up large areas of rural agricultural land for the decades to accommodate a commercial solar farm; and

WHEREAS, there are concerns with ruining the natural scenic beauty of Stokes County; and

WHEREAS, it's very difficult to quantify the benefits that would be afforded a county other than the individual property owners by a large-scale solar farm when no such facilities have been located in the county; and

WHEREAS, a commission has been appointed to develop a set of state standards for commercial solar farms in North Carolina and that report is not due for two years;

WHEREAS, a one year time period is needed for the Stokes County Planning Board to study the positive and negative impacts of large scale commercial solar farms; and to develop standards for said solar farms;

NOW, THEREFORE, BE IT RESOLVED, that effective upon approval of this resolution the Stokes County BOCC hereby imposes a one year moratorium on the approval of any new large scale commercial solar farms of 50 acres or larger within the boundaries of Stokes County until the Stokes County Planning Board can develop regulations; but not including the areas under the jurisdiction of the City of King, and Towns of Walnut Cove and Danbury;

BE IT FURTHER RESOLVED, The Stokes County Government will utilize all legal means necessary to enforce this moratorium until evidence and experience can be gained as to the actual impacts, positive and negative, of large-scale commercial solar farms and their impact on a scenic rural agricultural based county like Stokes County, N.C.

Adopted the _____ of _____ by the Stokes County Board of Commissioners.

Andy Nickelston- Chairman

Ronnie Mendenhall – Vice Chairman

Ernest Lankford- Commissioner

Rick Morris – Commissioner

Attest:

Jimmy Walker- Commissioner

Shannon Shaver – Clerk to the Board



RESOLUTION ESTABLISHING A THREE YEAR MORATORIUM ON APPROVAL OF LARGE SCALE SOLAR FARMS OF _____ ACRES OR LARGER

WHEREAS, The Stokes County Board of County Commissioners (BOCC) recently approved the county's second large scale commercial solar farm; and

WHEREAS, there were many questions and concerns expressed during the zoning process as to the potential negative impacts of this solar farm on the environment and other aspects of the community; and

WHEREAS, the questions posed to the solar farm developers by the BOCC were answered but with general answers that were inconclusive as to the actual negative environmental impacts that might be caused by the large-scale solar farm; and

WHEREAS, there is a major concern with tying up large areas of rural agricultural land for the decades to accommodate a commercial solar farm; and

WHEREAS, there are concerns with ruining the natural scenic beauty of Stokes County; and

WHEREAS, it's very difficult to quantify the benefits that would be afforded a county other than the individual property owners by a large-scale solar farm when no such facilities have been located in the county; and

WHEREAS, a commission has been appointed to develop a set of state standards for commercial solar farms in North Carolina and that report is not due for two years;

WHEREAS, a _____ year period is needed to study the positive and negative impacts of large scale commercial solar farms; and to develop standards for said solar farms;

NOW, THEREFORE, BE IT RESOLVED, that effective upon approval of this resolution the Stokes County BOCC hereby imposes a _____ year moratorium on the approval of any new large scale commercial solar farms of _____ acres or larger within the boundaries of Stokes County; but not including the areas under the jurisdiction of the City of King, and Towns of Walnut Cove and Danbury;

BE IT FURTHER RESOLVED, The Stokes County Government will utilize all legal means necessary to enforce this moratorium until evidence and experience can be gained as to the actual impacts, positive and negative, of large-scale commercial solar farms and their impact on a scenic rural agricultural based county like Stokes County, N.C.

Adopted the _____ of _____ by the Stokes County Board of Commissioners.

Andy Nickelston- Chairman

Ronnie Mendenhall – Vice Chairman

Ernest Lankford- Commissioner

Rick Morris – Commissioner

Attest:

Jimmy Walker- Commissioner

Shannon Shaver – Clerk to the Board



**Board of County Commissioners
August 24, 2020
6:00 PM**

Item number: VII.e.

Hospital Operations Board Appointment Requests

Contact: Commissioner Morris

Summary:

A request was received from the Hospital Operations Committee for the appointment of the individuals that have submitted applications. There are five applications for review. At the last meeting Commissioner Morris inquired if there could be alternates on this Committee. We have consulted County Attorney Browder and he states that there is nothing in the Hospital Bylaws addressing this and that if the Committee would like to allow alternates the Bylaws would need to be updated to reflect that.

ATTACHMENTS:

Description	Upload Date	Type
Hospital Operations Board Applications	8/6/2020	Cover Memo

Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application

Last Name Collins First Name Gregory Initial A

Home Address 3188 Horseshoe Rd Westfield, NC 27053

Home # (336) 351-4734 Cell (336) 414-7165 E-Mail Address gcollins203@yahoo.com

Why would you be interested in serving on the Hospital Operations Committee? Provide a unique perspective as a client, community leader and as a part-time nurse employee that would help promote this hospital. Also EMS perspective

What is your business experience? Stokes County EMS Director (retired)

What is your healthcare experience? Paramedic since 1982, Registered nurse since 1994

Additional comments, if desired: _____

Greg Collins
Signature of Applicant

Greg Collins
Typed/Printed Name of Applicant

7/28/2020
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by Monday, August 3, 2020. You may mail the application to LifeBrite Community Hospital of Stokes, Attn: Administration, PO Box, 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Feel free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

**Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application**

Last Name Shelton First Name Olivia Initial N

Home Address 602 N Main St Danbury, 27016

Home # 336-593-9666 Cell 336-416-8075 E-Mail Address onshelton@gmail.com

Why would you be interested in serving on the Hospital Operations Committee? I've served on the Stokes-Reynolds Board in the past. We have birthed three sons there, have had ^{GP} doctors and PT from there, have volunteered in the

What is your business experience? I've balanced the books ^{"non-skilled"} for three sons to attend a private college on two teachers salaries... with no debt incurred.

in Danbury
In addition, I've served on the Partnership for Children Board, Arts Council Board, the Town of Danbury Council, the Danbury Community Church Board. All had financial responsibilities, even taxing ones.

What is your healthcare experience? I have no direct healthcare experience aside from family. I have spent a great deal of time in such settings as a surgical patient and with family members.

Additional comments, if desired: I truly believe we can make "the" - OUR - hospital fiscally balanced. But we will not do it without changes to the entire structure of healthcare in America. I believe that my work experience in schools, through organizations, and as a music director in churches throughout the county gives me a good understanding of our Stoco folks.

Olivia Nelson Shelton
Signature of Applicant

Olivia Nelson Shelton
Typed/Printed Name of Applicant

07/28/20
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by **Monday, August 3, 2020**. You may mail the application to LifeBrite Community Hospital of Stokes, Attn: Administration, PO Box, 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Feel free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

**Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application**

Last Name Vaden First Name Debbie Initial J.
Home Address 3359 Moores Spring Rd Westfield NC 27053
Home # 593-8242 Cell 614-987-6257 E-Mail Address dvaden13@yahoo.com

Why would you be interested in serving on the Hospital Operations Committee? I was borned @ Stokes Reynolds. The hospital is a great asset to the County. I feel my background in Healthcare & business would bring strong knowlegde to the board.

What is your business experience? 20 years in Hospital Recruitment & Staffing. VP of Staffing Company that staffed military hospitals/ billing revenue between 20 & 30 million dollars per year

What is your healthcare experience? I'm a BSN/RN, I worked ICU for 8 yrs prior to getting into managment. I still work around 100 hours per year as a per nurse in family practice.

Additional comments, if desired: I would be honored if chosen to be on this committee.

Debbie Vaden
Signature of Applicant

Debbie J. Vaden
Typed/Printed Name of Applicant

7/29/20
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by **Monday, August 3, 2020**. You may mail the application to LifeBrite Community Hospital of Stokes, Attn: Administration, PO Box, 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Feel free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

**Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application**

Last Name Walker First Name Kimberly Initial L.
Home Address 204 E. Dutton Rd. King, NC 27021
Home # _____ Cell 336-343-3230 E-Mail Address Kimberly.L.Walker@yahoo.com

Why would you be interested in serving on the Hospital Operations Committee? As a Stokes County Resident, I am concerned with the healthcare agencies that service our communities, to ensure everyone receives the best, most affordable care available.

What is your business experience? Please see attached Resume

What is your healthcare experience? Please see attached Resume

Additional comments, if desired: _____

Kimberly Walker
Signature of Applicant

Kimberly Walker
Typed/Printed Name of Applicant

August 1, 2020
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by Monday, August 3, 2020. You may mail the application to LifeBrite Community Hospital of Stokes, Attn: Administration, PO Box, 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Feel free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

Kimberly Walker

204 E. Dalton Rd. King, NC 27021

kimberlyl.walker@yahoo.com – 336-343-3230

- Committed to providing the highest possible standards of Customer Service and client support.
- Excellent Customer Relationship Management
- Proven ability to train, supervise and evaluate others. Self-starter; can be depended on to complete a task under minimal supervision.
- Strong problem-solving, organization, interpersonal and written/verbal communication skills
- Ability to proactively manage multiple responsibilities and to maintain a heavy workload.
- Flexible, adaptable and able to manage changing priorities

Work Experience

Office Manager

Slate Funeral Home, King, NC March 2018 to Present

Process sales contracts into on-line program according to policies and procedures

Enter at-need and pre-need contracts (follow up on corrections/changes as needed)

Conduct period end reconciliation.

Prepare invoices for customers.

Process refunds as required.

Act as a reference for Funeral Directors on contract completion.

Process payables as required (batching to support office, paying cash advances)

Receivables.

Process cash and receipts into on-line program according to policies and procedures.

Daily receiving, receipting, posting, depositing and period reconciliation of cash

Conduct banking activities as required.

Review timesheets calculate hours.

Review and process all required documentation and perform day-to-day administrative duties for funeral services/ burials and/or cremations in accordance with policies and procedures.

File and maintain customer information for both new business and previous customers.

Order and maintain office supplies, stationery, funeral service supplies, and other collateral

Read email and redirect to appropriate staff.

Reception duties as needed (greet families, answer phones, update websites)

Handle incoming and outgoing mail and couriers.

Gather/send monthly accounting reconciliation/period end packages.

Process insurance assignment of benefits and pre-need insurance purchases

Assist with removals of deceased from place of death.

Assist with visitations and funeral services as required.

Dressing, casketing, and doing cosmetics of decedent as required.

Any other duties as directed by management.

Office Manager/Funeral Assistant/Certified Cremator Operator

Walker's Funeral Home, Chapel Hill, NC, January 4, 2016 to February 2018

Process sales contract into ledger

Prepare invoices for customers.

Trust Administration – processing at-need contracts and ensure deliveries done on a timely basis

Maintain contract logs for at need, pre-need, and interment.

Act as a reference for Funeral Directors on contract completion.

Identify incorrect contracts and advise Funeral Director and/or Location Manager

Prepare invoice batches and ensure invoices are paid. Follow up on unpaid invoices.

Receivables:

Process cash and receipts into ledger according to policies and procedures.

Daily receiving, receipting, posting, depositing and period reconciliation of cash

Conduct banking activities as required.

Review and process all required documentation and perform day-to-day administrative duties for funeral services/ burials and/or cremations in accordance with policies and procedures.

File and maintain customer information for both new business and previous customers.

Assist Location Manager with audit response preparation, ensuring responses are complete, accurate, and on time.

Order and maintain office supplies, stationery, funeral service supplies, and other collateral

Read email and redirect to appropriate staff.

Reception duties as needed (greet families, answer phones, update websites)

Handle incoming and outgoing mail and couriers.

Process insurance assignment of benefits and pre-need insurance purchases

Assist with removals of deceased from place of death.

Assist with visitations and funeral services as required.

Dressing, casketing, and doing cosmetics of decedent as required.

Any other duties as directed by management.

Business Office Manager

Norris Funeral Services, Inc. and Crematory, Danville, VA May 2013 to December 2015

Process sales contracts into on-line program according to policies and procedures

Enter at-need and pre-need contracts (follow up on corrections/changes as needed)

Conduct period end reconciliation.

Prepare invoices for customers.

Process refunds as required.

Trust Administration – processing at-need contracts and ensure deliveries done on a timely basis

Maintain contract logs for at need, pre-need and interment.

Act as a reference for Funeral Directors on contract completion.

Identify incorrect contracts and advise Funeral Director and/or Location Manager

Prepare invoice batches and ensure invoices are paid. Follow up on unpaid invoices. Run

purchase verification\reports for centrally billed vendors.

Reconcile, cash advances

Process payables as required (batching to support office, paying cash advances).

Ensure PO's are applied, obtain proper levels of authority, code appropriately, and follow up on unpaid invoices.

Verification of payables – run verification reports, reconcile supplier statements, weekly review of check register/reconciliation, code invoices and update vendor files.

Receivables:

Process cash and receipts into on-line program according to policies and procedures.

Daily receiving, receipting, posting, depositing and period reconciliation of cash

Conduct banking activities as required.

Review timesheet/timecards, calculate hours, obtain LM authorization, and enter in to e-payroll

Review and process all required documentation and perform day-to-day administrative duties for funeral services/ burials and/or cremations in accordance with policies and procedures.

File and maintain customer information for both new business and previous customers.

Assist Location Manager with audit response preparation, ensuring responses are complete,

accurate, and on time.

Order and maintain office supplies, stationery, funeral service supplies, and other collateral

Read email and redirect to appropriate staff.

Reception duties as needed (greet families, answer phones, update websites)

Handle incoming and outgoing mail and couriers.

Gather/send monthly accounting reconciliation/period end packages.

Process insurance assignment of benefits and pre-need insurance purchases

Human Resources administration including completing Payroll Status Change Forms (PSCF), processing new hire paperwork, benefits enrollment forms, background checks, maintaining employee files and other confidential files.

Assist with removals of deceased from place of death.

Assist with visitations and funeral services as required.

Dressing, casketing, and doing cosmetics of decedent as required.

Any other duties as directed by management.

Staffing Supervisor/Recruiter

Mega Force Staffing, Eden, NC, December 2012 to May 2013

Work directly with the management team to assess the hiring needs and create requisitions.

Review and select candidates based on qualifications through telephone and personal interviews; coordinate activities relating to interview evaluations, pre-employment testing, reference checking, and department decision on final offer.

Client development: develop and grow client base for temporary, project and/or full-time staffing solutions.

Candidate development: Recruit, interview and identify temporary, project and temporary to hire opportunities for candidates.

Placement activities: Select well-matched candidates to fulfill client job orders and maintain ongoing contact with clients and candidates currently on assignment to ensure both receive exceptional customer service.

Resolve any customer service issues quickly and efficiently to maintain the highest level of customer satisfaction.

Lead Patient Support Representative

Resource Corporation of America, Rutherfordton, NC, November 2007 to December 2012

Generate and review in-house census for all self-pays and liabilities.

Screen all self-pays for determination of possible third-party assistance such as Medicaid and Disability/SSI and charity care.

Complete 3rd party assistance applications with patient and/or family and assist patient in obtaining necessary documents to complete application.

Schedule agency appointments for patients.

Contact and educate patient throughout application process to discuss the status and progress of the application.

Maintain contact with any third-party payer and act as a liaison between patients and any and all agencies.

Update the patient's file and appropriate computer systems each time the account is worked.

Assist with the completion of daily, weekly, and monthly reports. Assist patients and hospital staff with inquiries.

Complete home and government agency visits as needed.

Assisted in obtaining contract for additional RCA services of Liens and Liabilities at Rutherford Regional Medical Center.

Assisted in the development of the Liens workflow process, and training on site staff.

Education

B.A. in Business Administration
Converse College - Spartanburg, SC
2001

Certificate in Graphic Arts
RD Anderson Applied Technology Center - Moore, SC
1986

Skills

Corel WordPerfect, Corel Paint Shop Pro, AS400, Microsoft Office (Word, Excel, Publisher, and Outlook, Meditech, Medical Records, Billing, Customer Service, Data Entry, Human Resources.

**Stokes-Reynolds Memorial Hospital, Inc.
Hospital Operations Committee Member Application**

Last Name Young First Name Dwayne Initial R

Home Address 1387 Hart Road Lawsonville North Carolina 27022

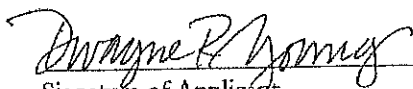
Home # 336.593.2382 Cell # 336.409.7001 E-Mail Address y_dwayne@hotmail.com

Why would you be interested in serving on the Hospital Operations Committee? I am a life-long resident of Stokes County and desire to see rural healthcare succeed in the face of many challenges. I believe I will bring valuable experience to the table.

What is your business experience? My business experience coincides with my healthcare experiences as a top level manager with Guilford County Emergency Services for 20 years. I managed the billing operations as well as the OSHA and privacy compliance for the entire department (See Resume).

What is your healthcare experience? I have served in many roles in the healthcare setting including field provider/paramedic, administrative officer/manager, clinical research coordinator, hospital liaison, disaster coordinator, and safety compliance and privacy officer. (See Resume).

Additional Comments, if desired: I am a former respiratory care technician under the Stokes-Reynolds name as well as a former board member during the Baptist Hospital tenure. Additional information may be found in my resume/curriculum vitae.


Signature of Applicant

Dwayne Ronald Young
Typed/Printed Name of Applicant

July 31, 2020
Date

Feel free to include a copy of your resume if you wish.

Interested parties should submit their application by Monday, August 3, 2020. You may mail the application to LifeBrite Community Hospital of Stokes Attn: Administration, PO Box 10, Danbury, NC 27016, fax to (336) 593-5350 or email the application to kblaylock@lifebritestokes.com. Free free to contact Kristi Blaylock with any questions at (336) 593-5311 or at the email address above.

Dwayne Ronald Young

1387 Hart Road – Lawsonville – North Carolina -
27022 | 336.409.7001 | y_dwayne@hotmail.com

OBJECTIVE

To apply for the Stokes-Reynolds Memorial Hospital, Inc. Community Hospital Operations Committee Membership

SKILLS & ABILITIES

Paramedic, May 1992 through March 2014

Previous credentials in BTLS, PALS, ACLS, PHTLS, BLS

Proficient in Microsoft Office and various other computing related tasks

Team leadership and Project Coordination

EXPERIENCE

- | | |
|---|--|
| June 1990 to Summer of 1996 | Emergency Medical Technician, <i>Stokes County EMS</i> <ul style="list-style-type: none">• Worked part time employment as an EMT and eventually credentialed as a paramedic upon completion of all educational requirements |
| Summer of 1992 to
Approximately Summer of 1995 | Respiratory Care Technician, <i>Stokes-Reynolds Memorial Hospital</i> <ul style="list-style-type: none">• Worked part time employment in respiratory with primary responsibilities of emergency department patient care, in patient care, and on-call duties |
| January 1994 to May 1996 | Paramedic, <i>Guilford County Emergency Medical Services</i> <ul style="list-style-type: none">• Worked full time employment as a paramedic until future promotion; responsible for daily patient care in austere environments in a high volume, high efficiency EMS system. |
| May 1996 to November 1998 | Assistant Training Officer, <i>Guilford County Emergency Medical Services</i> <ul style="list-style-type: none">• Assigned various administrative duties as well as assist with the continuing education of 200+ paramedics and |

administrators in the areas of prehospital emergency care, OSHA compliance, and disaster response.

November 1998 to December 2012 (Retired)

Emergency Services Manager – Planning and Research,
Guilford County Emergency Services

- Responsible for the management of OSHA and Departmental compliance with all appropriate Local, State, and Federal laws governing patient care, privacy, and safety.
- Responsible for the oversight of the ambulance billing operations and associated contractual arrangements for collections
- Coordinate department clinical research efforts with various higher learning institutions
- Coordinate disaster response efforts both locally and regionally with state and federal agencies

April 2015 to July 2016

Assistant Pastor, *Lawsonville Baptist Church*

- Coordinate Youth activities including Vacation Bible School
- Assist the pastor in any appropriate efforts and events.

July 2016 to present

Pastor, *New Birth Baptist Church*

- Lead pastor of a small church in Walnut Cove, NC

EDUCATION

August 1988 To May 1992

BS, Emergency Medical Services, Cullowhee, NC, *Western Carolina University, Summa cum Laude, Honor Graduate*

September 2008 to May 2016

MTh, Masters of Theology, Danbury, NC, *Gateway Bible College, Summa cum Laude*

CURRICULUM VITAE

Aborted infarction: the ultimate myocardial salvage.

Dowdy L, Wagner GS, Birnbaum Y, Clemmensen P, Fu Y, Maynard C, Menown I, Sejersten M, **Young D**, Johanson P, Barbagelata A. *Am Heart J*. 2004 Mar;147(3):390-4. doi: 10.1016/j.ahj.2003.10.008.PMID: 14999184

Paramedics as decision makers on the activation of the catheterization laboratory in the presence of acute ST-elevation myocardial infarction.

Young DR, Murinson M, Wilson C, Hammond B, Welch M, Block V, Booth S, Tedder W, Dolby K, Roh J, Beaton R, Edmunds J, Young M, Rice V, Somers C, Edwards R, Maynard C, Wagner GS. *J Electrocardiol*. 2011 Jan-Feb;44(1):18-22. doi: 10.1016/j.jelectrocard.2010.06.010. Epub 2010 Sep 15.PMID: 20832811

The stability of the ST segment estimation of myocardial area at risk between the prehospital and hospital electrocardiograms in patients with ST elevation myocardial infarction.

Bouwmeester S, van Hellemond IE, Maynard C, **Young D**, Bethea C, Gorgels A, Wagner GS. *J Electrocardiol*. 2011 May-Jun;44(3):363-9. doi: 10.1016/j.jelectrocard.2010.11.013. Epub 2011 Feb 3.PMID: 21295313

Effectiveness of prehospital continuous positive airway pressure in the management of acute pulmonary edema.

Hubble MW, Richards ME, Jarvis R, Millikan T, **Young D**. *Prehosp Emerg Care*. 2006 Oct-Dec;10(4):430-9. doi: 10.1080/10903120600884848.PMID: 16997770

The failure of years of experience with electrocardiographic transmission from paramedics to the hospital emergency department to reduce the delay from door to primary coronary intervention below the 90-minute threshold during acute myocardial infarction.

Vaught C, **Young DR**, Bell SJ, Maynard C, Gentry M, Jacobowitz S, Leibrandt PN, Munsey D, Savona MR, Wall TC, Wagner GS. *J Electrocardiol*. 2006 Apr;39(2):136-41. doi: 10.1016/j.jelectrocard.2005.12.002.PMID: 16580408

The future of STEMI response.

Lipton JA, Strauss DG, **Young D**, Sejersten M, Maynard C, Vaught C, Versteeg D, Munsey D, Albright JL, Leibrandt PN, Bell S, Jacobowitz S, Wall T, Wagner G. *JEMS*. 2006 Jul;31(7):S8-12.PMID: 16886296 .

Effectiveness of prehospital wireless transmission of electrocardiograms to a cardiologist via hand-held device for patients with acute myocardial infarction (from the Timely Intervention in Myocardial Emergency, NorthEast Experience [TIME-NE]).

Adams GL, Campbell PT, Adams JM, Strauss DG, Wall K, Patterson J, Shuping KB, Maynard C, **Young D**, Corey C, Thompson A, Lee BA, Wagner GS. *Am J Cardiol*. 2006 Nov 1;98(9):1160-4. doi: 10.1016/j.amjcard.2006.05.042. Epub 2006 Aug 31.PMID: 17056318

Overcoming barriers to developing seamless ST-segment elevation myocardial infarction care systems in the United States: recommendations from a comprehensive Prehospital 12-lead Electrocardiogram Working Group.

Frendl DM, Palmeri ST, Clapp JR Jr, Hampton D, Sejersten M, **Young D**, Drew B, Farrell R, Innes J, Russell J, Rowlandson GI, Purim-Shem-Tov Y, Underhill BK, Zhou S, Wagner GS; Journal of Electrocardiology Prehospital 12-lead ECG Working Group. J Electrocardiol. 2009 Sep-Oct;42(5):426-31. doi: 10.1016/j.jelectrocard.2009.03.011. Epub 2009 May 15. PMID: 19446840

Have we made progress in reducing time to reperfusion in the management of acute myocardial infarction? A last decade overview. The potential key role of wireless electrocardiographic transmission.

Young D, Barbagelata A, Wagner G. J Electrocardiol. 2005 Oct;38(4 Suppl):94-5. doi: 10.1016/j.jelectrocard.2005.06.017. PMID: 16226081

Comparison of the ability of paramedics with that of cardiologists in diagnosing ST-segment elevation acute myocardial infarction in patients with acute chest pain.

Sejersten M, **Young D**, Clemmensen P, Lipton J, VerSteeg D, Wall T, Maynard C, Wagner G. Am J Cardiol. 2002 Nov 1;90(9):995-8. doi: 10.1016/s0002-9149(02)02685-1. PMID: 12398970