AGENDA

Stoneville Town Council Meeting & Budget Retreat February 11, 2017 Vera Holland Center 9:00 AM

Call to Order-Mayor Craddock
Pledge of Allegiance
Invocation
Approval of Minutes from Last Meeting
Approval of Agenda

New Business:

- 1. FY June 30, 2016 Audit Report Craig Hopkins
- 2. Installment Purchase Contract for Police Car Katrina Travis
- 3. NC Governor's Crime Commission In Car Camera Grant Perry Webster
- 4. Greater Burning Bush Church Leak Adjustment Request Perry Webster
- 5. Leaf Collection Contract Renewal Ken Gamble

Public Comments:

Old Business:

Town Manager Report:

- 1. Update on New Roof for Stoneville Elementary School
- 2. Rockingham County School Redistricting
- 3. Oakdale Street Storm Drain Replacement
- 4. Matthews Street Project Update

Budget Retreat and Department Presentations

- 1. Stoneville Branding
- 2. CIP Review
- 3. Parks and Recreation
- 4. Fire
- 5. Police
- 6. Human Resources
- 7. Public Works & Water Sewer
- 8. Administration
- 9. Mid-Year Financial Report

Executive Session Into:

Executive Session Out Of:

Adjourn/Recess:

Stoneville Town Council Regular Meeting Minutes January 3, 2017 7:00 PM

Present: Present were Mayor Ricky Craddock, Mayor Pro-Tem Chuck Hundley,

Councilwoman Lori Armstrong, Councilmen Bill Farris, Henry Thornton, and

Jerry Smith.

Also, present were Town Manager Kenneth Gamble, Human Resource/Finance Officer Joanna Dalton, Town Clerk Sherri Darnell, Police Chief Frank Moore, Police Administrative Assistant Perry Webster, Fire Chief Tim Brown, Public

Works Director Mark Malloy and Town Attorney Lisa Arthur.

Welcome: Mayor Ricky Craddock welcomed the assembly. After the Pledge of Allegiance

and Invocation, Mayor Craddock called the meeting to order.

Minutes: Mayor Ricky Craddock asked if there were any corrections to the minutes from

the last meeting. With no corrections, Mayor Craddock asked for a motion to approve the minutes. Councilman Smith made the motion to approve the minutes. Councilwoman Armstrong seconded the motion. Motion carried.

Agenda: Mayor Ricky Craddock asked if there were any adjustments to the originally

submitted Agenda. Town Manager Gamble asked to have Executive Session moved before Public Comments. Mayor Craddock asked for a motion to approve the Agenda with this change. Councilman Farris made the motion to approve the Agenda. Mayor Pro-tem Hundley seconded the motion. Motion

carried.

New Business:

Resolution Requesting a New Roof for Stoneville Elementary School Gymnasium:

Mayor Craddock read the resolution and then asked for a motion to accept this resolution. Mayor Pro-Tem Hundley made the motion. Councilman Smith seconded. Motion carried. Copy incorporated into the minutes.

Stoneville Branding and Motto Presentation:

Mrs. Kathy Galvan gave a presentation from the Downtown Core Group regarding the branding ideas for the Town and wayfinding signage. Mrs. Galvan stated that the group had decided to go with #1 (copy incorporated into the minutes), with the motto "Welcome Home". After some discussion, Mayor Craddock asked for a motion to adopt this branding and motto. Mayor Pro-tem Hundley made the motion. Councilman Smith seconded the motion. Motion carried.

Request to Apply for OSFM 50/50 Matching Grant:

Chief Brown asked for approval to apply for the grant in order to purchase new turn out gear stating that the matching 50% would be covered in his budget with McMichael funds. Councilman Smith made the motion to approve the application request. Councilman Farris seconded. Motion carried.

Budget Amendment #2:

Town Manager Gamble stated that this amendment would reflect the \$1,000.00 Walmart grant and \$2447.90 insurance reimbursement received by the Police Department and the \$25,000.00 donation received from NCCF for the Rotary park project. Mayor Craddock asked for a motion to approve this amendment. Councilwoman Armstrong made the motion. Councilman Thornton seconded. Motion carried. Copy incorporated into the minutes.

Approval of FY 2017-2018 Budget Calendar:

Town Manager Gamble asked Council to review the budget calendar dates for any conflicts. With no conflicts, Mayor Craddock asked for a motion to approve. Councilman Smith made the motion. Councilman Thornton seconded. Motion carried. Copy incorporated into the minutes.

Executive Session:

Mayor Craddock asked for a motion to enter into executive session. Councilman Farris made the motion. Councilwoman Armstrong seconded. Motion carried.

Regular Session:

Mayor Craddock asked for a motion to return to regular session. Mayor Pro-tem Hundley made the motion. Councilman Farris seconded. Motion carried.

Mayor Craddock stated that a legal matter and a personnel matter were discussed with no action taken.

Public Comments: None

Old Business:

Request to Close Section of Oakdale Street:

Town Attorney Arthur explained that this matter needed further legal research before moving forward. Item tabled until legal research has been completed.

Town Manager Report:

Town Manager Gamble stated that the meter replacement/refresher project has identified and/or rediscovered meters that have resulted in revenues of \$2934.00. The Oakdale Street storm drain has been recommended for replacement by Town Engineer Bill Lester. Manager Gamble is working with Mr. Brown and Citty's plumbing to schedule a date in the 1st quarter of 2017.

Sustainable Utility Management Class in Council chambers January 14th from 9am -3pm.

Adjourn:	May	or Craddoc	k a	asked fo	r a mo	tion for	adjo	urnm	nent.	Councilwo	ma	ın
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Armstrong made the motion. Mayor Pro-tem Hundley seconded. Motion carried.

Mayor Ricky Craddock	Town Clerk, Sherri Darnell,
	CMC, NCCMC

INSTALLMENT/PURCHASE CONTRACT

THIS INSTALLMENT PURCHASE CONTRACT (the "Contract"), dated this 7TH day of MARCH, 2017, between THE UNITED STATES OF AMERICA acting by and through the Rural Housing Service or Rural Utilities Service, an agency of the United States Department of Agriculture (the "Government"), and THE TOWN/COUNTY OF STONEVILLE, NORTH CAROLINA, a body politic and corporate of the State of North Carolina (the "Town/County").

WITNESSETH:

WHEREAS, the Town/County is a duly and validly created, organized and existing public body politic, created and existing under and by virtue of the Constitution and laws of the State Of North Carolina;

WHEREAS, the Town/County has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, as amended to finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both security interest to secure repayment of the moneys advanced or made available for construction or improvements;

WHEREAS, the Government desires to loan funds to enable the Town/County to purchase the Apparatus/Facility as hereinafter defined, and the Town/County desires to obtain said loan from the Government and to purchase the Apparatus/Facility pursuant to the terms and conditions hereinafter set forth:

WHEREAS, the obligation of the Town/County to make installment payments (as hereinafter defined) shall constitute a limited obligation payable solely from currently budgeted appropriations of the Town/County and shall not constitute a pledge of the faith and credit of the Town/County within the meaning of any constitutional debt limitation;

WHEREAS, in order to further secure the obligations of the Town/County hereunder, the Town/County may be required to execute, in addition to this Contract, a USDA Promissory Note and other security instruments as outlined in the Government's closing instructions;

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

WHEREAS, the Town/County and the Government have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

- 1.1 "Completion Date" means the date on which substantial completion of the construction, acquisition, installation, rehabilitation and equipping of the Apparatus/Facility occurs.
- 1.2 "Costs of Construction shall be deemed to include payment of or reimbursement for the following items:
 - (a) obligations incurred or assumed for the Apparatus/Facility in connection with the design, construction, acquisition, installation and equipping thereof;
 - (b) the cost of design, construction, acquisition, installation, rehabilitation and equipping of the Apparatus/Facility;
 - (c) all other costs which are considered to be a part of the costs of the construction, acquisition, installation and equipping of the Apparatus/Facility.
- 1.3 "Apparatus/Facility" as described in Exhibit A attached hereto together with any and all additions, modifications, attachments, replacements and parts thereof, and all reasonably necessary or convenient associated equipment and other personal property or fixtures.
- 1.4 "Installment Payments" means those payments made by the Town/County to the Government as described in Section 3 hereof.
- 1.5 "Specifications" means the specifications prepared by the Town/County relating to the construction of the Apparatus/Facility, which specifications shall have been approved by the Government and shall not be revised without the written approval of the Government.
- 1.6 "Purchase Price" means the amount of \$8,300.00 loaned by the Government to enable the Town/County to purchase the Apparatus/Facility under the terms of this Contract.

SECTION 2. LOAN OF PURCHASE PRICE; GRANTING OF SECURITY INTEREST

2.1 <u>Loan of Purchase Price</u> - The Government hereby loans the Purchase Price to the Town/County and the Town/County hereby accepts the Purchase Price from the Government. The Purchase Price shall be applied and repaid in accordance with the

terms and conditions of this Contract. The proceeds of the Purchase Price shall be used to purchase the Apparatus/Facility in accordance with the Specifications.

2.2 <u>Contract as Security Agreement</u> - This Contract is intended to create and does create in, and the Town/County does hereby grant, assign and convey to the Government, a security interest in the Apparatus/Facility and in each and every item of personal property included therein, and in any additions, repairs, replacements, substitutions in modifications thereof and in any proceeds of the foregoing, including any Net Proceeds derived from loss or damage, under the Uniform Commercial Code of North Carolina as security for the payments under this Contract.

The Town/County shall execute, at the Government's request, one or more financing statements and other related documents that are reasonably necessary under Article 9 of the Chapter 25 (the Uniform Commercial Code) of the North Carolina General Statutes to perfect the above-described security interest by filing and to maintain that security interest in perfected form.

SECTION 3. INSTALLMENT PAYMENTS

- 3.1 Amounts and Times of Installment Payments The Town/County shall repay, subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County," the Purchase Price in installments as provided in this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth in Section 3.2 except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Purchase Price together with interest thereon at a per annum rate of 3.375 percent. All installment payments shall be applied first to interest accrued on the Purchase Price to the payment day and then to principal.
- 3.2 <u>Installment Payments</u> The Installment Payments will be amortized monthly payments calculated using a 5 year repayment schedule with an interest rate of 3.375 percent. The first monthly Installment Payment of \$151.00 is due on ______, 2017, and \$151.00 is due each month thereafter. The final payment is due on ______, 2022.
- 3.3 <u>Place of Payments</u> All payments required to be made to the Government shall be made at the address for notices set forth herein or at such other place as may be otherwise directed by the Government or it's assigned by notice given hereunder.
- 3.4 No Abatement of Installment Payments Subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County," there shall be no abatement or reduction of the installment Payments by the Town/County for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the purchase of the Apparatus/Facility. Subject to the provisions of Sections 5, 6, and 11 hereof, the Town/County assumes and shall bear the entire risk of loss and damage to the Apparatus/Facility 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.

3.5 <u>Prepayment of Installment Payments</u> - Provided the Town/County is not in default hereunder, it shall have the option to prepay the outstanding Installment Payment in full and at any time, at a prepayment price equal to 100% of the remaining outstanding balance of the Purchase Price, together with interest accrued to the date of prepayment.

SECTION 4. RESPONSIBILITIES OF THE TOWN/COUNTY

- 4.1 <u>Care and Use</u> The Town/County shall use the Apparatus/Facility 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 Apparatus/Facility so as to keep the Apparatus/Facility in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Apparatus/Facility as may from time to time become worn out, lost, stolen, destroyed, or damaged or unfit for use. Any and all additions to or replacements of the Apparatus/Facility and all parts thereof shall constitute accessions to the Apparatus/Facility and shall be subject to all the terms and conditions of this Contract and included in the term "Apparatus/Facility" as used in this Contract.
- 4.2 <u>Inspection</u> The Government shall have the right upon reasonable prior notice to the Town/County to enter into and upon the premises where the Apparatus/Facility is located to inspect the Apparatus/Facility and observe its use during normal business hours.
- 4.3 Risk of Loss Subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County", the Town/County shall bear all risk of loss to the Apparatus/Facility. In the event of loss or damage to the Apparatus/Facility resulting in Net Proceeds in excess of \$10,000, the Town/County shall, at its option, either (a) continue to make the Installment Payments due hereunder and repair or replace the Apparatus/Facility, as mutually agreed upon by the Town/County and the Government, or (b) prepay in full, the outstanding Installment Payments at the prepayment price set forth in Section 3.5 hereof.
- 4.4 <u>Financial Statements</u> The Town/County agrees that it will furnish the Government at such reasonable times as the Government shall request, current financial statements (including, without limitation, the Town/County's annual budget as submitted or approved). The Town/County represents and warrants to the Government that all financial statements which have been delivered to the Government fairly and accurately reflect the Town/County's financial condition and there has been no material adverse change in the Town/County's financial condition as reflected in the financial statements since the date thereof.

SECTION 5. TITLE, LIENS

- 5.1 <u>Title</u> Title to the Apparatus/Facility and any and all additions, repairs, replacements or modifications thereto shall be in the Town/County from and after the date of execution and delivery of this Contract so long as the Town/County shall not be in default hereunder and shall vest permanently in the Town/County upon the payment of all Installment Payments, free and clear of any lien or security interest of the Government therein. Simultaneously with the execution and delivery of this Contract, the Town/County shall deliver to the Government title to the Apparatus/Facility in form mutually satisfactory to the Government and the Town/County. Upon payment in full of all of the Town/County's obligations hereunder, including the Installment Payments and all other payments due hereunder, the Government shall cancel its liens on the Apparatus/Facility.
- 5.2 <u>Liens</u> The Town/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 Apparatus/Facility or any interest therein superior to the lien and security interest of the Government therein. The Town/County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. Subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County," the Town/County shall reimburse the Government for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim.

SECTION 6. DAMAGE, DESTRUCTION, AND CONDEMNATION

- Damage, Destruction, or Condemnation Subject to the provisions of Section 14 hereof entitled "Limited Obligation of the Town/County," if, during the term hereof, (a) the Apparatus/Facility or any portion of it is destroyed, or is damaged by fire or other casualty; (b) title to or the temporary or permanent use of the Apparatus/Facility or any portion thereof or the estate of the Town/County or the Government in the Apparatus/Facility or any portion thereof shall be taken by any governmental authority; (c) a material defect in the construction of the Apparatus/Facility shall become apparent; or (d) title to or the use of all or any portion of the Apparatus/Facility shall be lost by reason of a defect in title thereto, then the Town/County shall continue to be obligated, subject to the provisions of Section 6.2 hereof, to continue to pay the Installment payments.
- 6.2 <u>Obligation of the Town/County to Repair and Replace the Apparatus/Facility</u> Subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County," the Town/County will promptly see to the repair, restoration, modification, improvement or replacement of the Apparatus/Facility.
- 6.3 Insurance and Bonding The Town/County shall obtain at its expense prior to the Contract execution date, and the Town/County, at its expense, shall maintain at all times until termination of this Contract, a primary policy of insurance covering the Apparatus/Facility and providing the insurance protection as required by the Letter of Conditions dated 2/7/2017.

SECTION 7. WARRANTIES AND REPRESENTATIONS OF THE TOWN/COUNTY

The Town/County warrants and represents to the Government (all such representations and warranties being continued):

- (a) The Town/County is a public body politic duly created and existing under the laws of the State of North Carolina as a political subdivision of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;
- (b) This Contract, all other documents relating hereto and thereto, have been duly and validly authorized, approved, executed and delivered by the Town/County, and the performance by the Town/County of its obligations under such documents has been approved and authorized, under all laws, regulations and procedures applicable to the Town/County, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract, and all other documents relating hereto and thereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute valid, legal and binding obligation of the Town/County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' right generally and as such enforcement may be further limited by the provisions of Section 160A-20 of the North Carolina General Statutes;
- (c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Town/County of this Contract and the transactions contemplated hereby and thereby.
- (d) 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 Town/County's knowledge, threatened, against or affecting the Town/County challenging the validity or enforceability of this Contract or any other documents relating hereto and thereto, or the performance of the Town/County's obligations hereunder and thereunder, and compliance with the provisions hereof and thereof, under the circumstances contemplated hereby and thereby does not and will not in any material respect conflict with, constitute on the part of the Town/County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the Town/County (except as contemplated herein) pursuant to any agreement or other instrument to which the Town/County is a party, or any existing law, regulation, court order or consent decree to which the Town/County is subject;
- (e) There are no liens or encumbrances on the Apparatus/Facility other than the lien created by this Contract.

- (f) The resolutions relating to the performance by the Town/County of this Contract and the transactions contemplated hereby and thereby, have been duly adopted, are in full force and effect, and have not been in any respect amended, modified, revoked, or rescinded; and
- (g) The Apparatus/Facility will provide an essential service and permit the Town/County to carry out public functions that it is authorized by law to perform.

SECTION 8. LIABILITY OF OFFICERS AND AGENTS

No officer or agent of the Town/County, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

SECTION 9. DEFAULT AND REMEDIES

- 9.1 <u>Definition of Event of Default</u> The Town/County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, and "Event of Default"):
 - (a) The Town/County shall fail to make any Installment Payment or pay any other sum hereunder when due; or
 - (b) The Town/County shall fail to perform or observe any term, condition, or covenant of this Contract on its part to be observed or performed, or shall breach any warranty by the Town/County herein or therein contained.
 - (c) The Town/County shall fail to complete purchase/construction of the Apparatus/Facility in accordance with the specifications; or
 - (d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Town/County, or a receiver, custodian or similar officer shall be appointed for the Town/County or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or
 - (e) Any warranty, representation, or statement made by the Town/County herein 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.

- 9.2 Remedies on Default Subject to the provisions of Section 11 hereof entitled "Limited Obligation of the Town/County," upon the occurrence and continuation of any Event of Default, the Government may exercise any one or more of the following remedies as the Government in its sole discretion shall elect:
 - (a) Declare the entire outstanding balance of the Purchase Price immediately due and payable as to all or any part of the Apparatus/Facility without notice or demand to the Town/County;
 - (b) Proceed by appropriate court action to enforce performance by the Town/County of any or all of its covenants hereunder or to recover for the breach thereof including the payment of the Installment Payments due or to become due hereunder;
 - (c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including without limitation, to the extent permitted by law, re-enter and take possession of the Apparatus/Facility without any court order or other process of law and without liability for entering the premises and sell, or make other disposition of the same in a commercially reasonable manner for the account of the Town/County, and apply the proceeds of any such sale, or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the Town/County:
 - (d) Terminate this Contract as to all or any part of the Apparatus/Facility and use, operate, lease or hold all or any part of the Apparatus/Facility as the Government in its sole discretion may decide.

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

9.3 Further Remedies - Subject to Section 11 hereof entitled "Limited Obligations of the Town/County," a termination hereunder shall occur only upon notice by the Government to the Town/County and only with respect to such part or parts of the Apparatus/Facility as the Town/County specifically elects to terminate in such notice. Except as to those parts of the Apparatus/Facility with respect to which there is a termination, this Contract shall remain in full force and effect and the Town/County shall be and remain liable for the full performance of all its obligations hereunder. All remedies of the Town/County are cumulative and any may be exercised concurrently or separately. The exercise of any one remedy shall not preclude the exercise of any other remedy. Nothing in this section

is intended, however, to limit the Government's rights to apply proceeds of any foreclosure as may otherwise be permitted under North Carolina law.

SECTION 10. ASSIGNMENT

- 10.1 <u>Assignment by the Town/County</u> Subject to Section 5.2 hereof, the Town/County agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Apparatus/Facility (except for the lien and security interest of the Government therein) without the Government's prior written consent.
- 10.2 Assignment by the Government The Government may, at any time, and from time to time, assign all or any part of its interest in the Apparatus/Facility or this Contract, including without limitation, the Government's right to receive the Installment Payments and any additional payments due and to become due hereunder. Any assignment made by the Government or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Government pursuant to this Contract. Notwithstanding the foregoing, no assignment or reassignment of the Government's interest in the Apparatus/Facility or this Contract shall be effective unless and until the Town/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 Town/County covenants and agrees with the Government and each subsequent assignee of the Government to maintain for the full term of this Contract a written record of each such assignment or reassignment. The Town/County agrees to execute any document reasonably required by the Government in connection with any assignment. After the giving of notice described above to the Town/County, the Town/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.

SECTION 11. LIMITED OBLIGATION OF THE TOWN/COUNTY

No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of the Town/County within the meaning of any constitutional debt limitation. No. provision of this Contract shall be construed or interpreted as creating a delegation neither of Governmental powers nor as a donation by or a lending of the credit of the Town/County within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly or indirectly or contingently obligate the Town/County to make any payments beyond those appropriated in the sole discretion of the Town/County for any fiscal year in which this Contract shall be in effect. No deficiency judgment may be rendered against the Town/County in any action for breach of any obligation under this Contract and the taxing power of the Town/County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Town/County's moneys nor shall any provision of this Contract restrict the future issuance of any of the Town/County's bonds or obligations payable from any class or source of the Town/County's moneys. To the extent of any conflict between this Section and any other provision of the Contract, this Section shall take priority.

SECTION 12. MISCELLANEOUS

- 12.1 <u>Waiver</u> No covenant or condition of this Contract can be waived except by the written consent of the Government. Any failure of the Government to require strict performance by the Town/County or any waiver by the Government of any terms, covenants or Contracts herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or Contract herein.
- 12.2 <u>Severability</u> In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.
- 12.3 <u>Governing Law</u> This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of North Carolina.
- 12.4 <u>Notices</u> Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed to the following addresses:

If to the Town/County, addressed to:

THE TOWN/COUNTY OF STONEVILLE ATTN: TOWN/COUNTY MANAGER P.O. BOX 71 STONEVILLE, NC 27048

If to the Government, addressed to:

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT 847 CURRY DRIVE SUITE 104 ASHEBORO, NC 27205

Any party may designate alternate or additional addresses for notices by notice given hereunder.

- 12.5 <u>Section Headings</u> All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
- 12.6 <u>Entire Contract</u> This Contract, together with the attachments thereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written Contract signed by the parties.

- 12.7 <u>Binding Effect</u> Subject to the specific provisions of this Contract, and in particular, Section 11 hereof, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 12.8 <u>Execution in Counterparts</u> This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

	PARTIES HERETO HAVE CAUSED THIS CONTRACT TO BE _ DAY OF, 2017
	TOWN/COUNTY OF
(SEAL)	BY:
ATTEST:	TITLE:
CLERK, TOWN/COUNTY OF _	
	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT
	BY:
	TITLE:
EXHIBIT	
A: APPARATUS/FACILITY DE ONE 2017 DODGE CHARGER VIN#	
	-audited in the manner required by the Local Government
Budget and Fiscal Control Act	
	Finance Director Town/County of

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED OMB No. 0570-0062

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	GENERAL BORR	OWER/LOAN INFOR	RMATION	
5. RACE/ETHNIC 7. TYPE C CLASSIFICATION 1. WHITE 4. HISPANIC 2. BLACK 5. A/PI 3. AUAN 4. PUBLIC 5. ASSOCIATION	B - NONPROFIT-FAITH BASE ORATION C BODY C BODY 10-PUBLIC COLLEGE/UNIVE	SECURED 2-REAL ESTATE AND CHATTEL RSITY 3 - NOTE ONLY O	4 - MACHINERY C 5 - LIVESTOCK O 6 - CROPS ONLY 7 - SECURED BY	1 - EMPLOYEE 2 - MEMBER OF FAMILY
0. SEX CODE 3-FAMILY UNIT 4-ORGAN. MALE OWNED 6 1-MALE 5-ORGAN FEMALE OWNED 2-FEMALE 5-PUBLIC BODY	11. MARITAL STATUS	12. VETE	RAN CODE	13. CREDIT REPORT 2 1.YES 2 2.NO
14. DIRECT PAYMENT 15.	. TYPE OF PAYMENT	16. FEE INSPECT	ION	
2 (See FMI) 1	1 - MONTHLY 3 - SEMI-ANNUALLY 2 - ANNUALLY 4 - QUARTERLY	2 1-YES 2-NO		
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND 2 - OVER 10,000 HPG ONLY)		18. USE OF FUND (See FMI)	S CODE	
	COMPLETE FO	R OBLIGATION OF	FUNDS	
ASSISTANCE	. PURPOSE CODE	21. SOURCE OF F	UNDS	22. TYPE OF ACTION 1 -OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST
238	10	<u> </u>	05 430011	3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN 8,300.00		14,000	T OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL	28. INTERE		29. REPAYMENT TERMS
	MO DAY YR	3	.375 %	5
COMPLETE FO	OR COMMUNITY PROGRAM	M AND CERTAIN MU	ILTIPLE-FAM	ILY HOUSING LOANS
0. PROFIT TYPE 2 - LIMITED PROFIT 1 - FULL PROFIT 3 - NONPROFIT				
COMPLETE FOR E				CREDIT SALE-ASSUMPTION
1. DISASTER DESIGNATION NUMI	BER	32. TYPE OF SALE	2 - ASSUMPTIO	ON ONLY 4 - ASSUMPTION WITH E WITH SUBSEQUENT LOAN SUBSEQUENT LOAN
FINANCE OFFIC	E USE ONLY		COMPLETE F	FOR FP LOANS ONLY
3. OBLIGATION DATE		34. BEGINNING F	ARMER/RAN	CHER
MO DA YR		(See FMI)		

If the decision contained above in this form results in dental, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

EM, OL, FO, and SW Loans

For All Farmers Programs

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

- 35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
- 36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan (For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES _____NO Whoever, in any matter within the jurisdiction of any department or agency of the United States WARNING: knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both." (Signature of Applicant) Date _______ 20 ____ (Signature of Co-Applicant) I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance. (Signature of Approving Official) Typed or Printed Name: TO THE APPLICANT: As of this date _____ ____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LOAN RESOLUTION (Public Bodies)

(EQUIPMENT ONLY)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STONEVILLE AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING POLICE CAR (HEREIN AFTER CALLED EQUIPMENT) TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the TOWN OF STONEVILLE (Public Body)

(herein after called the Public Body) to raise a portion of the cost of such undertaking by the approval and execution of an Installment/Purchase Contract (herein after called Contract) in the principal amount of \$8,300.00pursuant to the provisions of NORTH CAROLINA GENERAL STATUTES: and

WHEREAS, the Public Body intends to obtain assistance from Rural Development, United States Department of Agriculture (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C 1921 et seq.) in the planning, financing, and supervision of such undertaking.

NOW THEREFORE, in consideration of the premises the Public Body hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the adoption of the Contract containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.

2. To refinance the unpaid balance, in whole or in part, of the Contract upon the request of the Government if at any time it shall appear to the Government that the Public Body is able to refinance its debt obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act [U.S.C. 1983(c)].

3. To provide for, execute, and comply with Form FmHA 400-4, Assurance Agreement," and Form FmHA 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.

4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Public Body. Such indemnification shall be payable from the same source of funds pledged to pay the loan or any other legal permissible source.

5. That upon default in the payments of any principal and accrued interest on the loan or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the loan or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the equipment and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the equipment, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Public Body, and default under any such instrument may be construed by the Government to constitute default hereunder.

6. Not to sell, transfer, lease, or otherwise encumber the equipment or any portion thereof, or interest therein, or permit other to do so, without the prior written consent of the Government.

7. Not to defease the Contract, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the equipment (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the indebtedness.

8. To comply with all applicable State and Federal laws and regulations and to continually operate and

maintain the equipment in good condition.

9. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the equipment financed by Rural Development.

10. To acquire and maintain such insurance and fidelity bond coverage as may be required by the

Government.

- 11. To establish and maintain such books and records relating to the operation of the equipment and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 12. To provide the Government at all reasonable times, access to all books and records relating to the equipment and access to the equipment so that the Government may ascertain that the Public Body is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 13. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the equipment caused by catastrophe.

(b) Repairing or replacing short-lived assets.

(c) Making extensions or improvements to the equipment.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.

14. To accept a grant in an amount not to exceed \$14,000.00 under the terms offered by the Government; that the MAYOR and CLERK of the Public Body are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant, and to operate the equipment under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instruments, shall be binding upon the Public Body for the life of the loan. The provisions of sections 6 through 14 hereof may be provided for in more specific detail in the Contract; to the extent that the provisions contained in such Contract should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Public Body and the Government or assignee.

The vote was:	Yeas	Nays	Absent	
IN WITNESS WHERE	OF , the 7TH of the FE	BRUARY, 2017 has	s duly adopted this res	olution and caused it
to be executed by the	officers below in duplic	cate on the	_ day of	, 19
		TOWN	OF STONEVILLE	
(SEAL)		BY: _		
Attest:		TITLE:		
Title:				

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as	of the
	hereby certify that the
	of such Public Body is
composed of members, of whom	
	eld on the day of
19; and that the foregoing resolution was	s adopted at such meeting by the vote shown
above. I further certify that as of	the day of
closing of the loan from Rural Development, s	aid resolution remains in effect and has not been
rescinded or amended in any way.	
Dated, this day of	, 19
	Title

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

APPLICANT CERTIFICATION FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- · Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the
 executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
	02-07-2017	Stoneville, Town Of	
(SEAL)	(Date)	(Name of A	Applicant)
		(Signature of Authorize	ed Entity Official)
ATTEST:		(Title of Authorized E	Entity Official)
		PO Box 71	
(Signature of Attesting C	official)	(Addres	ss)
		Stoneville, NC 27048-	
(Title of Attesting Off	icial)	(City, State, and	Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)	(date)
(title)	

UT INQUIRY REPORT

Meter Number: 04200971 Meter Usage

Date Range: 06/01/16 - 02/01/17

703 N GLENN ST

732

CURRENT READING: 5/58900 1114490 PREVIOUS READING: 1088300

GREATER BURNING BUSH HOLIN CHURCH PREVIOUS BALANCE: LAST BILL AMOUNT: 412.05 PENDING BILL AMT: 0.00 CURRENT ACCOUNT BALANCE: 412.05 0.00

NUMBER 04200971 04200971 04200971 METER 0420097 04200971 04200971 04200971 04200971 04200971 0420097 04200971 04200973 04200971 04200971 04200971 04200971 GRAND TOTAL FOR SEWER 04200971 04200971 CHARGE W-101 W - 101S-201 W-101S - 201W-101 S-201 S-201 S-201 W-101 S - 201W-101s-201 W - 101S-201 W-101 W - 101TYPE 1082020 1084760 1084760 1088300 1088300 READING 1069290 1073180 1076900 1079950 1079950 1082020 1065500 1069290 1073180 1076900 1082020 1082020 RATE AMT: \$424.53 READING 1114490 1114490 1084760 1084760 1082020 1084760 1084760 1088300 1088300 1069290 1076900 1079950 1082020 1069290 1073180 1079950 1073180 1076900 CURR USAGE 17860/6-2977 AVERDAE 26190 26190 USAGE TOTAL 3540 3540 2740 2070 2070 2740 2740 3720 3050 2740 3720 3050 3790 3890 3890 USAGE DATE 0.00 12/01/16 11/16/16 0.00 12/01/16 11/16/16 0.00 01/01/17 12/19/16 0.00 02/01/17 01/17/17 0.00 02/01/17 01/17/17 0.00 10/17/16 11/16/16 0.00 10/17/16 11/16/16 0.00 11/01/16 10/17/16 0.00 11/01/16 10/17/16 0.00 01/01/17 12/19/16 0.00 07/01/16 06/20/16 0.00 08/01/16 07/18/16 0.00 08/01/16 07/18/16 0.00 09/01/16 08/24/16 0.00 09/01/16 08/24/16 0.00 10/01/16 09/19/16 0.00 10/01/16 09/19/16 0.00 07/01/16 06/20/16 34 DMD BILL 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 CHG CHARGE 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 198.24 CHARGE 198.24 30.86 24.94 24.94 24.94 30.86 24.94 19.99 19.99 32.70 32.19 27.23 27.23 RATE 33.44 33.44 32.19

2977 - 1500 min = 1477 gal x 7.39/1000 = \$10.92 Add Isomin -M-198.24 05,20 sewer charge

GRAND TOTAL FOR WATER RATE AMT: \$424.53

28 So't is かりもいした本 Park Palicianist