

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
JANUARY 7, 2013
7:00 P.M.**

CALL TO ORDER & WELCOME – CHAIRMAN MCINTYRE

INVOCATION – COMMISSIONER DENNIS

APPROVAL / ADJUSTMENTS TO THE AGENDA

SCHEDULED AGENDA ITEMS

- 1. PLANNING & ZONING- ZA 12-04 – REZONING REQUEST FOR REECE GIBSON**
Presenter: Michael Sandy, Planning Director
 - A. Hold the public hearing**
 - B. Request the Board approve, modify or deny the request**

- 2. ECONOMIC DEVELOPMENT COMMISSION – PRESENTATION OF THE PERFORMANCE AGREEMENT FOR CAROLINA PAPER CONVERTERS, INC.**
Presenter: Paul Stratos, EDC Director
 - A. Hold the public hearing**
 - B. Request Board approve, modify or deny the performance agreement**

- 3. PROPOSED ANIMAL CONTROL ORDINANCE – BOARD OF HEALTH FOLLOW-UP**
Presenter: Commissioner Ascutto

- 4. BRIDGE TO RECOVERY REQUEST**
Presenter: Andy Lucas, County Manager

5. EMERGENCY COURTHOUSE ELEVATOR REPAIR & OTHER COST SAVING UPGRADES

Presenter: Andy Lucas, County Manager

6. OAKBORO WASTEWATER TREATMENT PLANT DISCUSSION

Presenter: Andy Lucas, County Commissioner

7. BOARD'S ANNUAL STRATEGIC PLANNING RETREAT

Presenter: Andy Lucas, County Manager

8. CONSENT AGENDA

A. Minutes – Regular meeting of December 17, 2012

B. Health Dept. – Budget amendment #2013-16

C. Utilities – Budget amendment # 2013-15

D. Sheriff's Dept. – Budget amendment # 2013-20

E. Legal Dept. – Budget amendment # 2013-18

PUBLIC COMMENT

GENERAL COMMENTS & ANNOUNCEMENTS

CLOSED SESSION: To consult with the County Attorney in accordance with G. S. 143-318.11(a)(3) to discuss the 401 water quality permit intervention, APGI's public records requests lawsuit and to discuss an economic development issue in accordance with G. S. 143-318.11(a)(4).

ADJOURN

THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY, JANUARY 22, 2013 AT 7:00 P.M.



MEMORANDUM

To: Stanly County Board of County Commissioners

From: Michael M. Sandy, AICP, CZO, Planning Director

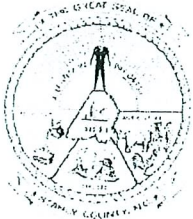
Date: December 11, 2012

A handwritten signature in black ink, appearing to be "MS", is written over the "From:" line.

ZA 12-04 Reece Gibson requests Rezoning from RA Residential Agricultural to R-20. Applicant respectfully requests rezoning of a 23.9 acre parcel of land from RA – Residential Agricultural to R-20 (tax record number 31172). The property is located on Renee Ford Road approximately 2000 feet north of its intersection with Polk Ford Road. The purpose of this requested amendment is to reduce the minimum lot size requirement to 20,000 square feet to will allow more density for a proposed subdivision.

All of the adjoining properties are zoned RA- Residential Agricultural. The property is served by public water but not sewer. This property is not located in a regulated floodplain or in a WS-IV Water Supply Watershed. Traffic on this section of Renee Ford Road and has been studied by NCDOT and is approximately 2,500 cars per day.

The Planning Board forwards this case to the County Commissioners with a favorable recommendation due to the fact that the property is located in a residential zoning area, is in a growth area, and is in accordance with the Stanly County Land Use Plan.



PETITION FOR ZONING CHANGE OF PROPERTY AND/OR TEXT AMENDMENT

(Please read petition thoroughly before completing. Incomplete or illegible applications will not be accepted.)

* * * * *

The petitioner requests that the County of Stanly Zoning Map be amended as indicated below.

IMPORTANT: Supplementary information required as part of petition to be included:

- Copy of recorded deed
- Copy of the Stanly County Tax Map which delineates the property requested for rezoning
- Legal description of property requested for rezoning, by metes and bounds or a recorded plat depicting such
- Text changes submitted on 8 1/2 X 11 with shaded text representing new language and strikethroughs for language to be removed.

Additional information may be provided and attached to this petition.

Applications must be submitted and reviewed by the Planning Department, 1000 N. First Street, Suite 13B., Albemarle, NC 28001 for completeness prior to acceptance. Fees payable to the County of Stanly must accompany the petition.

This petition will be scheduled for the next possible regular Planning and Zoning Board meeting. The petitioner or his representative should be present at the meeting to answer any questions. Planning and Zoning Board meetings are held on the second (2nd) Monday of each month at 7:00 P.M. in the Commissioners Chambers located at the Stanly County Commons Building, 1000 N. First Street, Albemarle, NC 28001. Petitioners will be informed of any changes in date, time, or location of meetings. Petitions and supplementary information must be received at least 11 working days prior to the scheduled meeting date to allow time for processing and advertisement as required by the General Statutes of North Carolina.

PLEASE PRINT

Name of Petitioner:

Owner Name and Address:

(Phone Number)
Reece Nelson 4512 River Rd
(Print Name) (Address)
Stain Field N.C. 28163
(City, State, Zip) (Email Address)

Address(s) of Requested Site:

Renee Ford Rd

Tax Parcel #(s)

556301478248 Recn 31172

Acreage/Sq. Ft

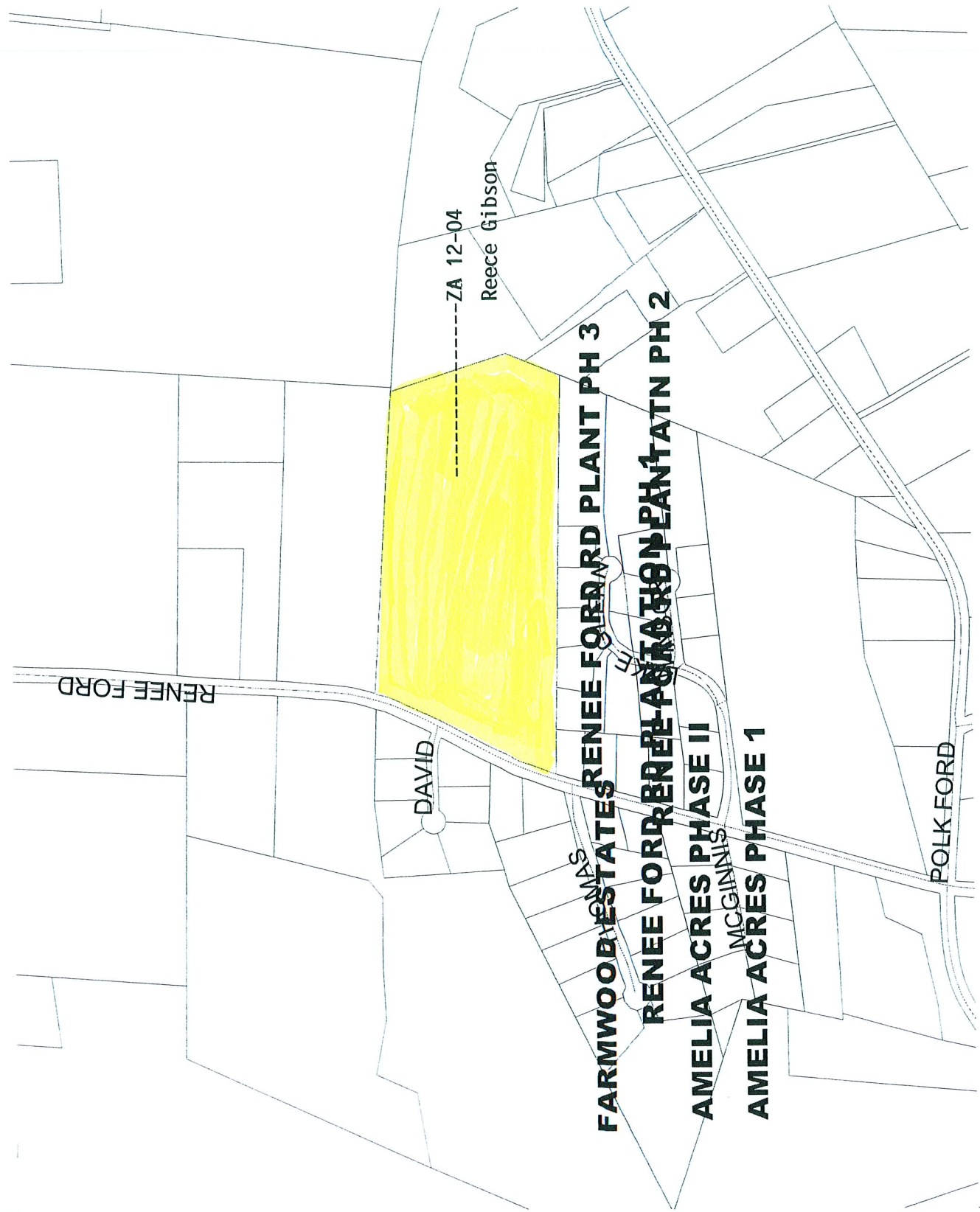
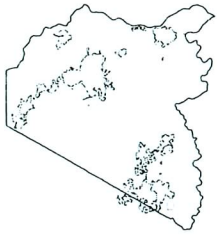
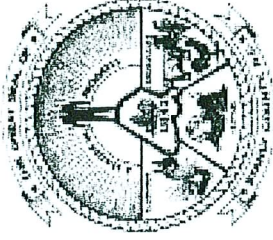
23.9 Existing Zone R-A Requested Zone R-20

Signature of Petitioner:

Reece Nelson Date 11-16-12

Signature of Owner
(if owner is not petitioner)

Reece Nelson Date 11-16-12





Stanly County Board of Commissioners

Meeting Date: January 7, 2013
 Presenter: Paul Stratos, EDC Director

Consent Agenda | Regular Agenda

2

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

PRESENTATION OF THE PERFORMANCE AGREEMENT FOR CAROLINA PAPER CONVERTERS, INC.

Subject

Please see the attached performance agreement between Stanly County, the Town of Oakboro and Carolina Paper Converters, Inc. for your review and consideration.

Requested Action

- Hold the public hearing
- Request Board approve, modify or deny the performance agreement

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

**PERFORMANCE AGREEMENT: BETWEEN STANLY COUNTY, NC, THE TOWN OF
OAKBORO, NC AND CAROLINA PAPER CONVERTERS, INC.**

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

TOWN OF NORWOOD: Town of Oakboro
109- A North Main Street
Oakboro, NC 28129

COMPANY: Carolina Paper Converters, Inc.
349 South Main Street
Oakboro, NC 28129

This agreement made and entered into this the _____ day of January, 2013 by and among The County of Stanly, a body politic and corporate of the State of North Carolina (appearing hereinafter as "County"), The Town of Oakboro, a municipal corporation of the State of North Carolina (appearing hereinafter as "Town"), and Carolina Paper Converters, Inc., a North Carolina Company licensed to do business within the United States and North Carolina (appearing hereinafter as "Company").

W I T N E S S E T H

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

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

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

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

1. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT

A. PROJECT SCOPE: The Project is described in Schedule A. (see attached)

B. INVESTMENT: The Company shall invest a minimum of \$1,000,000 in addition to the fiscal year (defined as July 1 to June 30) 2012-2013 assessments in real and taxable business personal property. The Company shall maintain the minimum taxable investment for a period of at least five years through and including fiscal year 2017-2018. If total increase of taxable investment shall fall below the minimum investment levels due to removal of equipment as assessed by the Stanly County Tax Assessor, the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall

C. EMPLOYMENT: At the expiration of this agreement, the Company shall employ the equivalent of eight (8), new full-time employees in accordance with "Schedule A" below. Employees counted toward this total shall include new employees of the Company with a hire date of July 1, 2012 or later, provided such employees are located in Stanly County on a full time basis. Employees of the Company will be eligible to participate in Company sponsored health insurance and retirement programs. Proof of employment shall be provided in the form of a notarized statement from an officer within the Company and will be verified by the County with the North Carolina Employment Security Commission. For purposes of this section "8 full-time employees" shall be defined as 8 actively employed individuals and shall not include vacant positions for which the Company is actively or otherwise recruiting. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill the vacancy.

D. GRANT PARTICIPATION: The Company agrees to partner, through the commitment to create new jobs, with the Town, County and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The Company agrees to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding. The Company shall be liable for, or required to, provide a financial contribution in order to secure said funding for building improvements.

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

2. INDUCEMENT PACKAGE

A. COUNTY COMMITMENT

(1.) COUNTY INDUCEMENT GRANT: The County, upon completion of this agreement, shall provide to the Company an inducement to offset additional investment in capital equipment, taxable business property and additional machinery and equipment in an amount equal to 50% of assessed value on the new investment over a five year period. The first installment shall occur during November of the 2013 calendar year upon receipt of proof that the minimum employment and investment numbers (Section 1 above) have been met and that all past and current local property taxes on the real and business personal property owned by the Company and located within Stanly County have been paid. Proof of investment and tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Proof of employment shall be a notarized statement by an officer within the Company. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the County.

B. TOWN COMMITMENT

(1.) TOWN INDUCEMENT GRANT: The Town, upon completion of this agreement, shall provide to the Company an inducement to offset additional investment in capital equipment, taxable business property and additional machinery and equipment in an amount equal to 50% of assessed value on the new investment over a five year period. The first installment shall occur during November of the 2013 calendar year upon receipt of proof that the minimum employment and investment numbers (Section 1 above) have been met and that all past and current local property taxes on the real and business personal property owned by the Company and located within the Town of Oakboro have been paid. Proof of investment and tax payment shall be a verified copy of

a tax receipt from the County Tax Collector. Proof of employment shall be a notarized statement by an officer within the Company. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the City.

C. GRANT PARTICIPATION: The County and Town agree to partner, through the commitment to create new jobs, with the Company and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The County and Town agree to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding. The County and Town shall be liable for, or required to, provide a financial contribution in order to secure said funding for building improvements or other applicable aspects of the project requiring grant funding.

3. EXPANSION OPPORTUNITY

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

4. PROOF AND CERTIFICATION

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

Acceptable forms of proof for taxable investment shall be the records of the County Tax Assessor. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and/or receipts of payment from the County Tax Collector. Acceptable forms of proof for employment numbers shall be in the form of a notarized statement from an officer within the Company.

5. REMEDY

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

B. DELAY OF INCENTIVE INITIATION: If the Company does not meet employment and investment goals enumerated above by November 30, 2013, the onset of this agreement may be delayed one (1) year, at the option of the Company. Written notification of a request to delay onset must be received by the County no later than December 15, 2013. This agreement shall initiate no later than January 1, 2014, and shall expire no later than June 30, 2019.

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

“Schedule A”

Project Scope

The company, Carolina Paper Converters, Inc., will invest in additional capital equipment in the form of a fully automated, high-speed converting machine. It will be located at their facility at 349 South Main Street, Oakboro, NC 28129.

Carolina Paper Convertors, Inc. was founded in 1999 in Oakboro, North Carolina. The Carolina Paper Company is a national supplier of paper products, particularly bath tissue, roll tissue and roll towels. Its product line includes the Ecowise line of branded, environmentally-friendly paper goods. CPC has long been a leader in developing and adopting “best practices,” and in embracing new technology to improve efficiency and reduce waste in the production process. The project will provide appropriate equipment to support the processes already in place and is expected to significantly expand their production capacity.



Stanly County Board of Commissioners

Meeting Date January 7, 2013

Presenter: Andy Lucas, County Manager

Consent Agenda	Regular Agenda
	4

ITEM TO BE CONSIDERED

Bridge to Recovery Request

Subject

Attached please find a letter from Jim Allred, Chairperson for the Bridge to Recovery Board. Information regarding the Bridge to Recovery organization is also included for reference. Due to the legal issues associated with releasing the 2011 tax obligation, a possible alternative for the Board to consider is a one-time capital start-up grant for this non-profit organization. The Board provided a similar one-time grant to Homes of Hope in a previous fiscal year.

The \$1,270 one-time grant can be covered by expenditure efficiencies in the Governing Body and Contingency budgets.

Requested Action

Consider the approval of a one-time capital start-up grant in the amount of \$1,270 for Bridge to Recovery and the associated budget amendment.

Signature: Andy Lucas

Dept Central Administration

Date: 01/07/2013

Attachments: X yes no

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date

December 16, 2012

County of Stanly Tax Assessor
Attention: Melia M. Miller
201 S. Second Street
Albemarle NC 28001

Re: 2011 tax bill for Bridge To Recovery

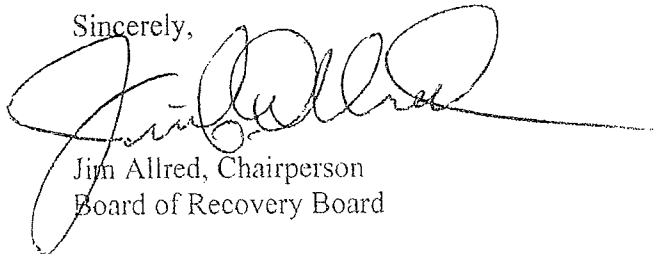
To Stanly County Board of Commissioners:

We as representatives of Bridge To Recovery are requesting a waiver for the 2011 tax bill in light of our status as a 501 C-3 non-profit, granted in February 2009; and also the recognition of our beginning operation on October 28, 2011. Since opening we have served over 120 men.

During the billing cycle for 2011 tax bill the correct billing address was not given to the tax department and the bill was mailed to Mr. James Potts, who was no longer the chairperson of the board at the time the bill was due. We apologize for this error on our part.

Any consideration you can give in waiving the 2011 tax bill will be appreciated. Thank you for serving the need on the people of Stanly County.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Allred", with a long horizontal flourish extending to the right.

Jim Allred, Chairperson
Board of Recovery Board

History & Philosophy of Bridge to Recovery

The Bridge to Recovery is a ministry to men who are dealing with alcohol or drug addiction and have expressed the desire for recovery. We receive men who are waiting to enter a treatment program and provide a clean, safe, Christian environment during their waiting time. We provide housing, transportation and counseling.

In May 2010, we were able to purchase a house and 7 acres of land in Western Stanly County. On October 28, 2011, we received our first client. As of December 1, 2012, we have served over 120 clients. Seventy-five percent have been sent to faith based treatment ministries. As a result, we have been privileged to see and hear many success stories. The average stay at BTR is 7-10 days. While their stay is relatively short, it is the most critical time during the treatment process.

Organizational Structure

Our organizational structure operates as a 501 C-3 non-profit faith based ministry, under the direction and guidance of a 14-member board of directors. Of the 14 members, 4 denominations are represented, 4 United Methodist Church pastors serve as well as a professional psychologist who serves as a drug counselor in Stanly Memorial Hospital. Also a highly respected attorney serves on the board. The board is inter-racial and most significantly comprised of people who see this as a vital part of their ministry.

We are confident that most of the 120 plus men who have been served in the past 13 months would not have received treatment due to their lack of financial resources, lack of an advocate or would have simply “fallen off the wagon” when they returned from detox to the streets or the old environment. As a result, we have dozens and dozens of success stories of men returning to families, the workplace, and to a life of faith.

Target Group

Our target group serves men 18 years and older with the median age of 28 whom are seeking help in getting out of the pit of addiction. This ministry serves as a safety net during the waiting time between detox and treatment. About 35% of the clients are Stanly County residents; 60% are from the Central Piedmont area of NC (Predominant counties are Mecklenburg, Gaston, Cabarrus, Rowan, Davidson, Forsyth, Guilford, Richmond, Union, Anson and Montgomery); 5% of clients come from out of state.

Long Range Goals

1. Provide more intensive counseling
2. Provide community education
3. The establishing of a similar ministry for women

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4110	491.300	Centralina COG	\$ 15,000	\$ (760)	\$ 14,240
110.4110	491.700	Rocky River RPO	6,600	(75)	6,525
110.9910	991.100	Contingency	110,000	(435)	109,565
110.9000	630.093	Bridge to Recovery	-	1,270	1,270
TOTALS			<u>\$ 131,600</u>	<u>\$ -</u>	<u>\$ 131,600</u>

This budget amendment is justified as follows:

To transfer funds to Special Appropriations for Bridge to Recovery.


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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
TOTALS			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Department Head's Approval	Date	Posted by
	1-2-13	
Finance Director's Approval	Date	Journal No.
County Manager's Approval	Date	Date

ThyssenKrupp Elevator Americas

Charlotte Service Branch



ThyssenKrupp

January 2, 2013

Mr. Andy Lucas – County Manager
Stanly County, North Carolina
1000 North First Street – Suite 10
Albemarle, NC 28003

RE: Stanly County Courthouse Elevator Repairs –“UNSAFE” condition

Dear Mr. Lucas:

In our recent discovery of the significant loss of oil in the system (elevator # 1), the reason for the missing oil could not be determined by visual inspection and therefore was deemed an underground leak in the jack cylinder. In this circumstance, the unit must immediately be taken out of service (lock out/tag out) and tag disconnect with warning tag that states “DANGER – UNSAFE CONDITION”. The unit is to remain out of service until cause is determined, corrected and tested per ASME A17.1 by relief valve setting and system pressure test and cylinder leak down test. The replacement of the single-bottom jack cylinder with a double-braced jack cylinder will resolve this and the elevator would be returned to a safe condition. Elevator # 2 also contains a single-bottom cylinder and it is strongly recommended that it be replaced as well to prevent future liability.

Sincerely,

Michael Boerner
Branch Manager

ThyssenKrupp Elevator Modernization Department



Stanly County Courthouse
201 South 2nd Street
Albemarle, NC 28001



Modernization Quote

Matthew Springer
Modernization Specialist
Telephone: 707-529-1000
Fax: 866-228-6690
E-mail: matthew.springer@thyssenkrupp.com

ThyssenKrupp Elevator Corporation
2440 Whitehall Park Drive, Suite 500
Charlotte, NC 28273
Internet: www.thyssenkruppelevator.com

ThyssenKrupp Elevator Modernization Department



January 2, 2013

Stanly County Courthouse
201 South 2nd Street
Albemarle, NC 28001

Re: Elevator Modernization

Dear Jerry,

We would like to provide you with our bid package for the modernization of two (2) Dover hydraulic passenger elevators located at the Stanly County Courthouse. Our bid is based on the 2010 Elevator Code requirements.

The typical lifespan of a hydraulic elevator is between 20 and 25 years. Once an elevator reaches and surpasses this benchmark, the operation of the system starts to degrade which affects the performance and capabilities of the elevator. Your existing elevator controllers were installed in 1990 which puts them in their 23rd year of operation and the existing pump unit was installed in the 1970's. Based on their current age and performance they are prime candidates for a modernization.

Several benefits from having an elevator modernized include:

1. Increased efficiency through better dispatching.
2. Increased safety and reliability with state of the art technology.
3. Less down time for shutdowns and repairs due to aging equipment.
4. Having your elevators up to the most current code requirements.

Please keep in mind that ThyssenKrupp Elevator engineers and manufactures equipment specifically designed for each job out of our factory in Tennessee. Below is an approximate timeline to accomplish this:

Matthew Springer
Modernization Specialist
Telephone: 707-529-1000
Fax: 866-228-6590
E-mail: matthew.springer@thyssenkrupp.com

ThyssenKrupp Elevator Corporation
2440 Whitehall Park Drive Suite 500
Charlotte, NC 28273
Internet: www.thyssenkruppelevator.com

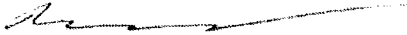
Schedule:

- 10-12 week lead time to engineer, fabricate and deliver the equipment from the time of executed contract and receipt of deposit
- 5 - 6 week installation time per elevator.

Pricing and labor rates shall remain firm for thirty (60) days or subject to price adjustment.

Again, ThyssenKrupp Elevator thanks you for the opportunity to provide this quote on this outstanding project. We look forward to working on this project with you in the near future and providing you with the finest elevator products in the industry today.

Sincerely,



Matthew Springer
Modernization Specialist
(704) 529-1000



Modernization Agreement

Date: 1/02/2013.

Purchaser: Stanly County Courthouse

Job Location: Stanly County Courthouse

Address: 201 South Second Street

Job Address: 201 South Second Street

City/State/Zip: Albemarle, NC 28001

City/State/Zip: Albemarle, NC 28001

ThyssenKrupp Elevator is pleased to provide the following quote for the modernization of the two (2) hydraulic elevator at :

Stanly County Courthouse
201 South Second Street
Albemarle, NC 28001



If you have any questions or concerns, please do not hesitate to contact me at (704) 529-1000. We appreciate your consideration.

Sincerely,

Matthew Springer

Modernization Specialist

c/o ThyssenKrupp Elevator

2440 Whitehall Park Drive Suite 500

Charlotte, NC 28273

Matthew.springer@thyssenkrupp.com

TERMS AND CONDITIONS

This Proposal is applicable to the Two hydraulic elevators located at Stanly County Courthouse. All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

INSTALLATION SEQUENCE AND SCHEDULE

All work specified herein will be performed during regular working hours of regular working days as is customary in the elevator industry 7:30 am to 4:30 pm Monday thru Thursday (except scheduled holidays).

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during the performance of the work as specified.

Prior to commencing our work, ThyssenKrupp Elevator will provide Purchaser with a work schedule.

EXISTING EQUIPMENT

QUANTITY:	2 ELEVATOR
CAPACITY:	2500 LBS.
SPEED:	150 FPM
STOPS:	5
OPENINGS:	ELEVATOR 1: 5 FRONT 2 SIDE ELEVATOR 2: 5 FRONT
TRAVEL:	APPROX: 45'
MACHINE TYPE:	PUMPING UNIT
MACHINE LOCATION:	REMOTE MACHINE ROOM AT LOWER LANDING
POWER SUPPLY:	480 V 3 PH 60 CYC
OPERATION:	HYDRAULIC

SCOPE OF WORK

SECTION I	CONTROLS
SECTION II	MACHINE ROOM EQUIPMENT
SECTION III	HOISTWAY EQUIPMENT
SECTION IV	FIXTURES
SECTION V	DOOR EQUIPMENT
SECTION VI	GENERAL REQUIREMENTS

SECTION I: CONTROLS AND DRIVE SYSTEMS

TAC – 32 CONTROL SYSTEMS

Controller: The elevator control system shall be 32-bit microprocessor based and software oriented. The TAC32 control system provides the highest degree of flexibility for new installation and modernization projects. It is a hydraulic control system that surpasses all others with increased efficiency and intelligent technology while being adaptable to meet specific needs of any low-rise building. The 32-bit microprocessor processes data at record speeds. It provides intelligent serial communications which reduces time and cost. Contains a user friendly on-board non-proprietary User Interface Tool (UIT) with unrestricted access. Robust and proven solid state technology. Comes in a compact galvanized controller cabinet. Can easily interface with main lobby panel when low and high rise elevators operate in the same building with common hardware. It possesses a flexible design with 3 diagnostic port locations for Intelligent Monitoring System (IMS). Increased reliability through the use of magnetic sensors for speed reduction in lieu of hoistway switches.

SECTION II: MACHINE ROOM EQUIPMENT

Power Unit: Furnish and install new submersible power unit.

- A. Oil Pumping and Control mechanism shall be compactly and neatly designed with all of the components listed below combined in a self-contained unit; oil reservoir with tank cover and controller compartment with cover; Oildraulic pump; an electric motor; an oil control unit with the following components built into a single housing, a high pressure relief valve, check valve; an automatic unloading up start valve; a lowering and leveling valve; and a magnetic controller.
- B. The pump shall be especially designed and manufactured for Oildraulic elevator service. It shall be of the positive displacement type, inherently designed for steady discharge with minimum pulsation to give smooth and quiet operation. Output of pump shall not vary more than 10% between no load and full load on the elevator car.
- C. Drive shall be direct coupling with the pump and motor submerged in the oil reservoir or by multiple V-belts and sheaves of number and size to insure maximum factor of safety. Drive type shall be determined based primarily on the load on the car, travel, and speed.
- D. Motor shall be especially designed for Oildraulic elevator service, of standard manufacture, and of the duty rating to comply with herein-specified speeds and loads.
- E. Oil control unit shall consist of the following components, all built into a single housing. Welded manifolds with separate valve to accomplish each function will not be acceptable under this specification. All adjustments shall be accessible and shall be made without removing the assembly from the oil line.
- F. Relief valve shall be externally adjustable, and shall be capable of bypassing the total oil flow without increasing back pressure more than 10% above that required to barely open the valve.
- G. Up start and stop valve shall be externally adjustable, and designed to bypass oil flow during start and stop of the motor pump assembly. Valve shall close slowly, gradually diverting oil to or from the jack unit, insuring smooth up starts and up stops.
- H. Check valve shall be designed to close quietly without permitting any perceptible reverse flow.
- I. Lowering valve and leveling valve shall be externally adjustable for drop-away speed, lowering speed, leveling speed and stopping speed to insure smooth "down" starts and stops. The leveling valve shall be microprocessor based and protected from environmental extremes and excessive vibrations.

- J. Oildraulic silencer (muffler device) shall be installed at the power unit location. It shall contain pulsation-absorbing material inserted in a blowout proof housing arranged for inspecting interior parts without removing unit from oil line. Rubber hose without blowout proof features will not be acceptable.

SECTION III HOISTWAY EQUIPMENT

Hydraulic Jack::

We propose to remove the existing cylinders. We will furnish and install a new double bottom cylinders per code. The new cylinders will be incased in a PVC sleeve and bottom end cap. In the event that sufficient space is not available to accommodate PVC sleeve, the cylinder will be double wrapped with fiberglass or other protective material. The new cylinder will be installed, plumbed, and connected to the existing oil line. We will furnish and install new hydraulic oil.

Our proposal includes a sum for normal clean out of sand and soil from the existing jack hole. If we should encounter an uncased jack hole, out of plumb existing hole casing, or obstruction in the existing jack hole, it is understood by the owner that the additional work to rectify the foregoing to facilitate the installation of the new piston and jack hole assembly is beyond the scope of this contract. Should such an obstruction or unusual condition be encountered, the Owner shall be notified immediately, and written authorization to proceed with the excavation of the elevator jack hole shall be obtained by the elevator contractor. The contract price shall be increased by the amount of the additional labor and the actual cost of any additional materials.

CAR

Platform: Retain existing fabricated frame of formed or structural steel shapes, gusseted and rigidly welded with a wood subfloor. Underside of the platform shall be fireproofed.

Sling: existing steel stiles affixed to a steel crosshead and bolstered with bracing members to remove strain from the car enclosure

Guide Shoes: Retain existing slide guides.

Car Enclosure:

Retain existing

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off power and apply the brake, should the car travel beyond the terminal landings.

Rails

Retain existing Guide Rails: Dry, un-lubricated steel, fastened to the building with steel brackets.

BUFFERS:

Provide substantial buffers in the elevator pit. mount buffers on continuous channels fastened to the elevator guide rail or securely anchored to the pit floor. Provide extensions if required by project conditions.

SECTION IV FIXTURES

CAR FIXTURES:

Car Operating Station: A main car control panel shall be provided in each car and shall contain the devices required for the specified operations. The lowest module shall contain the "door open", "door close", "emergency stop switch" and alarm button. Intermediate modules shall contain illuminated floor buttons which will illuminate when a call is registered and will remain illuminated until the call is answered. The top module shall contain the required switches. All raised floor indications and handicap symbols shall be located immediately adjacent to the floor buttons and fully integrated in the module design. No applied symbols shall be allowed. There shall be no floor indications or symbols on the buttons.

Car Position Indicator: An electronic digital position indicator shall be provided. As the car travels its' position in the hoistway shall be indicated by the illumination of the Alpha/Numeric character corresponding to the landing which the elevator is stopped or passing. Audible floor passing tone will sound as each landing is passed.

Car Riding Lantern: The car riding lantern shall be installed in the column of the elevator cab adjacent to the main car station. The lantern, when illuminated, will indicate the direction of travel for which the car is set. The lantern will illuminate and the signal will sound when the car arrives at a floor where it will stop. The lantern shall remain illuminated until the doors start to close. Signal will sound once for "up"; twice for "down".

HALL FIXTURES:

Landing Buttons: Riser(s) of landing push button stations shall be provided. Each intermediate station shall consist of two illuminated push buttons with raised direction arrow, one for the up direction and the other for the down direction. Each terminal station shall contain an illuminated push button with raised direction arrow. The buttons shall be illuminated to indicate that a call has been registered at that floor for the indicated direction. Surface mounted.

Position Indicator: A digital position indicator shall be provided. The position indicator mounted adjacent to the hoistway door entrance in accordance with code. As the car travels, it's position in the hoistway shall be indicated by the digital display to the landing which the elevator is stopped or passing.

SECTION V DOOR EQUIPMENT

Door Operation: Provide a direct current motor driven heavy duty operator designed to operate the car and hoistway doors simultaneously. The door control system shall be closed loop, all electronic and digital operation. The closed loop circuit shall give constant feedback on the position and velocity of the elevator door. The motor torque shall be constantly adjusted to maintain the correct door speed based on its position and load. All adjustments and setup shall be through the computer based service tool. Door movements shall be electrically cushioned at both limits of travel and the door operating mechanism shall be arranged for manual operation in event of power failure. Doors shall automatically open when the car arrives at the landing and automatically close after an adjustable time interval or when the car is dispatched to another landing.

1. No Unnecessary Door Operation: Car door shall open only if the car is stopping for a car or hall call, answering a car or hall call at the present or selected as the next car up.
2. Door Open Time Saver: If a car is stopping in response to a car call assignment only (no coincident hall call), the current door hold open time is changed to a shorter field programmable time when the electronic door protection device is activated.
3. Double Door Operation: When a car stops at a landing with concurrent up and down hall calls, no car calls, and no other hall call assignments, the car door opens to answer the hall call in the direction of the car's current travel. If an onward car call is not registered before the door closes to within 6 inches of fully closed, the travel will reverse and the door will reopen to answer the other call.
4. Nudging Operation: The doors shall remain open as long as the electronic detector senses the presence of a passenger or object in the door opening. If door movement is obstructed for a field programmable time, a buzzer will sound and the doors will close at reduced speed. If the infrared door protection system detects a person or object while closing, the doors will stop and resume closing after the obstruction has been removed.
5. Limited Door Reversal: If the doors are closing and an infrared beam is interrupted, the doors will reverse and reopen partially. After the obstruction is cleared, the doors will begin to close.
6. Door Open Watchdog: If the doors are opening, but do not fully open after a field adjustable time, the doors will recycle closed then open six times to try and correct the fault.
7. Door Close Watchdog: If the doors are closing, but do not fully close after a field adjustable time, the doors will recycle open then close six times to try and correct the fault.

8. Door Close Assist: When the doors have failed to fully close and are in the recycle mode, the door drive motor shall have increased torque applied to possibly overcome mechanical resistance or differential air pressure and allow the door to close.

Door Protection Device: Provide a door protection system using 40 microprocessor controlled infrared light beams. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen. A mechanical reopening device shall not be acceptable.

Door Hanger and Tracks: Provide sheave type two point suspension hangers and tracks for each hoistway sliding door.

1. Sheaves: Polyurethane tires with ball bearings properly sealed to retain grease.
2. Hangers: Provide an adjustable slide to accommodate the up-thrust of the doors.
3. Tracks: Drawn steel shapes, smooth surface and shaped to conform to the hanger sheaves.
4. Hall Doors: Reuse Existing

Car Door: Furnish and install new Stainless Steel Car Doors.

Interlocks: Each hoistway entrance shall be equipped with approved type interlock tested as required by Code. The interlock shall be designed to prevent operation of the car away from the landing until the doors are locked in the closed position as defined by Code and shall prevent opening the doors at any landing from the corridor side unless the car is at rest at that landing or is in the leveling zone and stopping at that landing. Interlocks shall bear Underwriters' Laboratories "B" label of approval.-

Hoistway Door Locking Device: Hoistway door unlocking devices as specified by the ASME A17.1 Code shall be provided to permit authorized persons to gain access to the hoistway when the elevator car is away from the landing.

SECTION VI GENERAL REQUIREMENTS

Wiring: Provide new traveling cable and hoistway wiring throughout project per ANSI A17.1.

Required Work Outside the Elevator Scope: Please see the attached sheet titled "Required Work By Others to Accompany Modernization Per Building Codes". The work listed in this sheet will be the responsibility of the owner unless otherwise stated in this agreement.

TESTS

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform Phase I and Phase II Fire Service tests to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry 7:30 am to 4:30 pm (except scheduled holidays).

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a proposal to perform same at an additional cost.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

CLEAN UP AND PURCHASER INSPECTION

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

At the conclusion of the work described herein but prior to turnover, Purchaser shall have the right to inspect the quality of ThyssenKrupp Elevator's performance.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal that must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items by Purchaser with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this proposal:

The provision of suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to the controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). The provision of a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. The provision of wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Dewatering and cleaning of elevator pit(s).

The provision of a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing.

If entrances are replaced: the provision of adequate bracing of entrance frames to prevent distortion during wall construction. All sill supports, steel angles, sill recesses, and the grouting of doorsills. The provision of O.S.H.A compliant temporary enclosures or barricades as needed. Protection must allow clearance for installation of entrance frames.

The removal and disposal of asbestos containing material is the responsibility of the owner. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.

The cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s).

Installation of heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller.

The provision of a dedicated telephone line to elevator controller. Note that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

If an emergency power supply will be provided to the elevator, the provision of a dry set of contacts must be provided which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. The provision of an electrical cross connections between elevator machine rooms for emergency power purposes.

The Purchaser's assurance that any governmentally required safety provisions not directly involved for elevator installation will be followed.

All painting, except as otherwise specified.

Temporary elevator service prior to completion.

The furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor.

All work relating to the flooring including, but not limited to, its installation.

The provision of a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Payment for additional inspections of the elevator equipment by code authorities after the initial one should the elevator fail due to items that are the Purchaser's responsibility, or for assisting others inspecting equipment installed by others.

The provision of a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. The provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by The Purchaser after its initial delivery will be at Purchaser's expense.

The Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed.

All work described in this Proposal will be performed in accordance with the most current edition of any applicable national, state or local vertical transportation codes that are in effect at the time that this Proposal is fully executed. In the event that such code(s) change thereafter or should rulings by any code enforcement authorities extend the application of the code, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser.

ThyssenKrupp Elevator will prepare drawings and/or cut sheets, at ThyssenKrupp Elevator's sole discretion, showing the general arrangement of the vertical transportation equipment that is the subject of this Proposal.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator will provide Purchaser with two (2) complete sets of "made final" wiring diagrams including input and output signals at the time of turnover of the equipment that is the subject of this Proposal.

ThyssenKrupp Elevator will furnish two (2) keys for each key switch specified herein at the time of turnover of the equipment that is the subject of this Proposal.

The Purchaser agrees to pay, in addition to the price of this Proposal, the amount of any additional taxes, fees or other charges exacted from ThyssenKrupp Elevator on account of any law enacted after the date this Proposal is fully executed.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed, unless both parties agree otherwise, in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

ThyssenKrupp Elevator retains title to all equipment supplied by us ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders, including deferred payments and any extensions thereof, shall have been made. In the event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

PAYMENT TERMS

25% of Agreement Amount to accompany executed copy of this Proposal

25% of Agreement Amount due upon the start of the first elevator modernization.

25% of Agreement Amount due upon the start of the second elevator modernization.

25% of Agreement Amount due upon the completion of the second elevator modernization.

Final payment is due on or before the day of final inspection.

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at ThyssenKrupp Elevator's staging facility, or at any other location Purchaser designates at Purchaser's expense. It shall also include any changes to the contract amount and extra work orders to the extent completed. Time is of the essence.

The remainder of the contract amount including changes and extra work orders is due at the time of completion and approval by local code-enforcement authorities (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to the Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries (the "indemnified parties") from and against any and all claims, demands, suits, and proceedings brought against any indemnified party for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment covered by this Proposal, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of an indemnified party hereunder. Purchaser recognizes that its obligation to the indemnified parties under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser also expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc., along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure those additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence (including sole negligence) of those additional insureds. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential damages of any type or kind under any circumstances.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the Proposal for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction, even in the event of a conflict. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Price:

On behalf of ThyssenKrupp Elevator Corporation ("ThyssenKrupp Elevator"), I am pleased to quote **\$180,720.00** to perform certain work to modernize the **two (2) hydraulic elevators** at the aforementioned location as described in this multi-page proposal (the "Proposal"). This Proposal is valid for 60 days, and is based on the general intent of the bid letter. Project completion must occur on or before December 31, 2013, or the Purchaser agrees, by executing this Proposal, that the labor and material contained in this Proposal will be subject to escalation.

Purchaser:

STANLY COUNTY COURTHOUSE

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____

Date: _____

ThyssenKrupp Elevator Corporation

2440 Whitehall Park Drive Suite 500

Charlotte, NC 28273

By: _____
(Signature of ThyssenKrupp Representative)

Matthew Springer

(704) 529-1000

Date Submitted: _____

Approved by: _____

Title: Branch Manager

Date: _____

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

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

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.4260	351.000	Rep & Maint- Bldg & Grounds	\$ 130,000	\$ 200,000	\$ 330,000
TOTALS			<u>\$ 130,000</u>	<u>\$ 200,000</u>	<u>\$ 330,000</u>

This budget amendment is justified as follows:

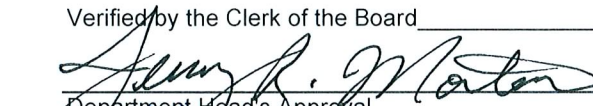

This will result in a net increase of \$ 200,000 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.3991	990.000	Fund Balance Appropriated	\$ 551,474	\$ 200,000	\$ 751,474
TOTALS			<u>\$ 551,474</u>	<u>\$ 200,000</u>	<u>\$ 751,474</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

	Date	1-2-13
Department Head's Approval		
	Date	1-2-13
Finance Director's Approval		
_____	Date	
County Manager's Approval		


Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date: January 7, 2013

Presenter Andy Lucas

Consent Agenda	 Regular Agenda
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ITEM TO BE CONSIDERED

Oakboro Wastewater Treatment Plant Discussion

Subject

The Town of Oakboro has formally approached the Board of Commissioners about the possibility of taking ownership of Oakboro's current wastewater treatment assets. The Town of Oakboro is interested in working to assist Stanly County with assessing the feasibility of the County assuming ownership of the plant, transmission lines, pump station(s) and outfall lines. The Town of Oakboro would retain ownership of their sewer collection system.

Staff recommends contracting with Chambers Engineering to carry out the scope of services identified in the attached document.

Additionally staff recommends appointing a sub-committee of the Board to review status reports from the contract engineer and meet with elected representatives from Oakboro, Locust and Stanfield to expedite the evaluation process.

Requested Action

1. Consider, discuss and establish a process and scope for evaluating the feasibility of ownership
2. Authorize staff to negotiate a contract with Chambers Engineering to carry out the proposed scope of work.
3. Approve the associated budget amendment to provide funds for the aforementioned valuation.

Signature: Andy Lucas

Dept: Central Administration

Date: 01/02/2013

Attachments: yes no

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date

Tyler Brummitt

From: Doug Burgess [dburgess@oakboro.com]
Sent: Tuesday, December 18, 2012 1:08 PM
To: Andy Lucas; mayor@locustnc.com; larrybaucom@hotmail.com; tim.fespermen@locustnc.com; Lex Warmath; kbarbee@freemanwhite.com
Cc: Georgia Harvey; harvey-charleston@att.net; Doug Burgess
Subject: Fwd: Fw: Notice of intent

Stanly County Board of Commissioners, Mayor Steve Huber, Mayor Kevin Barbee,

The Oakboro Board of Commissioners have decided to enter into discussions with Stanly County in regards to the Ownership of the Waste water Treatment plant that currently serves the Western Stanly County area. The board recognizes the Treatment plant has numerous stakeholder and the fact we are currently under contract to serve the County, Locust and Stanfield for approximately 3 more years. We recognize the future growth in Stanly County has many responsibilities associated with infrastructure and capacity. We all may be better served with a larger entity than Oakboro owning the Treatment Plant. We also recognize our duty to ensure equal and fair treatment to all stake holder in the western Stanly County area. Oakboro's intent is to secure an agreement that benefits the western Stanly county area as a whole and treats all stake holders fairly. We will keep all advised as the discussions proceed and all constructive comments will be appreciated and considered by the Oakboro Town Board.

Sincerely,

Doug Burgess
Town Administrator



Chambers Engineering, PA

Mr. Andy Lucas, County Manager
County of Stanly
1000-10 North First Street
Albemarle, NC 28001

1/3/2013

Re: Facility Evaluation Study
Town of Oakboro Wastewater Facilities

Dear Mr. Lucas,

In accordance with our most recent conversation please find herein an initial proposed Scope of Services and corresponding proposed fee allocation. Services are contemplated for the evaluation of certain wastewater facilities, including but not limited to treatment works and conveyance facilities, under current ownership of the Town of Oakboro. Further, it is my understanding that the proposed facility evaluation should address all factors and conditions affecting a possible transfer of assets and finally provide recommendations concerning valuation of assets for transfer, proposed future operational requirements and evaluation of future user rates to substantiate any acquisition of assets by Stanly County.

With that I would propose the following general Scope of Services:

1. Pre-Study Meetings and Interviews with Stanly County and The Town of Oakboro
 - a. Develop program objectives
2. Identification of all Study Facilities
 - a. Treatment Works (TW)
 - b. Conveyance/ Transportation Facilities (CTF)
3. Evaluation of Study Facilities
 - a. Operational assessment
 - b. Identification of any deficient facilities and/ or system components
 - c. Identification of any deferred maintenance items
 - d. Review/ analysis of current Operations & Maintenance (O&M) activities
 - e. Identification of any current Notice of Violations (NOV's) or other regulatory actions
4. Audited Financials
 - a. Review of Town of Oakboro audited financials in sufficient detail to identify all study facilities capital sources, debt service requirements and current book values.

5. Regulatory Requirements
 - a. Identification of all regulatory requirements/ issues concerning proposed transfer of assets.
 - b. Review of Laboratory requirements
6. Future O&M Requirements
 - a. Development of proposed future O&M budget based on asset transfer
 - b. Personnel and regulatory certification requirements.
7. Valuation Analysis
 - a. Valuation of study assets based on the determination of items 1-6 above in the following formats:
 - i. Book Value
 - ii. Replacement Value
 - iii. Income Approach
8. Rate Study
 - a. Perform user rate analysis to substantiate any proposed asset transfer for all proposed valuation methods presented in item 7 above.

To accomplish certain portions of the above Scope of Services it is contemplated that Chambers Engineering, PA will employ the services of Raftelis Financial Consultants, Inc. as a sub-consultant. As you may be aware, Raftelis has been engaged with the Town of Oakboro over the past year or so in an effort to develop wholesale user rates for the West Stanly area. I have been in contact with Raftelis in this regard and they are agreeable to being a team member for this study.

Proposed fees for the above preliminary Scope of Services is presented as follows:

1. Pre-Study Meetings and Interviews	\$3,000
2. Identification of all Study Facilities	\$3,200
3. Evaluation of Study Facilities	\$24,900
4. Audited Financials	\$6,000
5. Regulatory Requirements	\$3,150
6. Future O&M Requirements	\$4,650
7. Valuation Analysis	\$18,000
8. Rate Study	\$15,000

The above fees are presented as Not to Exceed amounts with reimbursement based on direct hourly involvement and normal reimbursable expenses.

Again, thank you for the opportunity to provide this information. I am available at your convenience should you need additional information.

Sincerely,



Stephen G. Chambers, PE
President

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

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

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.9800	981.641	To Utility Operating Fund	\$ -	\$ 27,900	\$ 27,900
TOTALS			<u>\$ -</u>	<u>\$ 27,900</u>	<u>\$ 27,900</u>

This budget amendment is justified as follows:

To appropriate funds for transfer to Utility Operating Fund to help cover the cost of assessing the value of the waste water treatment plant in Oakboro.


This will result in a net increase of \$ 27,900 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.3991	990.000	Fund Balance Appropriated	\$ 751,474	\$ 27,900	\$ 779,374
TOTALS			<u>\$ 751,474</u>	<u>\$ 27,900</u>	<u>\$ 779,374</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Department Head's Approval	Date	Posted by
	1-3-13	
Finance Director's Approval	Date	Journal No.
County Manager's Approval	Date	Date

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

To amend the Utility Operating Fund 641, the expenditures are to be changed as follows:

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
641.7120	199.000	Other Professional Services	\$ -	\$ 77,900	\$ 77,900
TOTALS			<u>\$ -</u>	<u>\$ 77,900</u>	<u>\$ 77,900</u>

This budget amendment is justified as follows:

To appropriate funds from retained earnings and a transfer from the General fund to cover the cost of assessing the value of the waste water treatment plant in Oakboro.

This will result in a net increase of \$ 77,900 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
641.3991	990.100	Retained Earnings Approp.	\$ 50,000	\$ 50,000	\$ 100,000
641.3980	980.110	From General Fund	-	27,900	27,900
TOTALS			<u>\$ 50,000</u>	<u>\$ 77,900</u>	<u>\$ 127,900</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Department Head's Approval	Date	Posted by
<i>John R. Vinson</i>	1-3-13	
Finance Director's Approval	Date	Journal No.
County Manager's Approval	Date	Date



Stanly County Board of Commissioners

Meeting Date: January 7, 2013

Presenter Andy Lucas

Consent Agenda	7	Regular Agenda
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ITEM TO BE CONSIDERED

Board's Annual Strategic Planning

The last four (4) years the Board has held a local, one day planning retreat to discuss the current year and set priorities for the next fiscal year and beyond. It is recommended the Board hold a retreat again this fiscal year. The Board may also want to consider contracting with a facilitator for the meeting.

Possible dates for the retreat are: Friday, February 15 or Friday, February 22

1. Consider and approve holding a one-day planning retreat at a location w/in Stanly County
2. Consider and approve a date for the retreat
3. Consider and determine the need for a facilitator

Subject

Requested Action

Signature: Andy Lucas

Dept: Central Administration

Date: 01/02/2013

Attachments: yes no

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date



Stanly County Board of Commissioners

Meeting Date: January 7, 2013
 Presenter:

_____ | 8
 Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

CONSENT AGENDA

- A. Minutes – Regular meeting of December 17, 2012
- B. Health Dept. – Budget amendment #2013-16
- C. Utilities – Budget amendment # 2013-15
- D. Sheriff’s Dept. – Budget amendment # 2013-20
- E. Legal Dept. – Budget amendment # 2013-18

Request approval of the above items as presented.

Signature: _____

Date:

Dept.

Attachments: Yes No x

Review Process

Certification of Action

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

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

 Tyler Brummitt, Clerk to the Board Date

**STANLY COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
DECEMBER 17, 2012**

COMMISSIONERS PRESENT:

Gene McIntyre, Chairman
Josh Morton, Vice Chairman
Peter Ascitutto
Tony Dennis
Lindsey Dunevant

COMMISSIONERS ABSENT:

None

STAFF PRESENT:

Andy Lucas, County Manager
Jenny Furr, County Attorney
Tyler Brummitt, Clerk

CALL TO ORDER

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, December 17, 2012 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman McIntyre called the meeting to order and Chairman Dunevant gave the invocation.

APPROVAL / ADJUSTMENTS TO THE AGENDA

It was requested that two tax refund requests be added to the agenda as Item 4(B) and the minutes of December 3, 2012 be approved with several corrections as requested by the Chairman. By motion, Commissioner Dennis moved to approve the agenda as amended and was seconded by Commissioner Morton. The motion passed by unanimous vote.

ITEM # 1 – PRESENTATION OF THE PROPOSED SECONDARY ROADS CONSTRUCTION PROGRAM

Presenter: Marc Morgan, NCDOT Deputy District Engineer

Based on the proposed 2012-2013 Secondary Roads Construction Program, Stanly County will receive \$705,975 for paved road improvements. Due to a change by the state in prioritizing which roads will be paved, no dirt roads were included in the proposal. As part of the presentation, a resolution was presented for the Board's consideration and approval as a show of support to concur with the program as proposed.

Commissioner Dennis moved to accept the information as presented and approve the resolution as requested. The motion was seconded by Commissioner Ascitutto then carried by a 5 – 0 vote.

ITEM # 2 – PRESENTATION REGARDING THE NC AMVETS CAREER CENTER

Presenter: Charles Cosgrove, NC AMVETS Career Center 1 Commander

Mr. Cosgrove gave a presentation regarding the NC AMVETS Career Center that was established in December 2011 as a non-profit veteran’s organization which provides volunteer general counseling as well as education, career and job assistance to active duty, reserves and veterans who have served in the military.

The presentation was provided for the Board’s information only and required no action.

ITEM # 3 – PRESENTATION OF THE LIVESTOCK ARENA CONCEPT

Presenter: Candice Moffitt, Agri-Civic Center Director

Representatives from the Agri-Civic Center, NC Cooperative Extension and volunteers from the Livestock Arena Steering Committee were in attendance for a presentation concerning a proposed livestock arena complex which would allow ample space for future livestock and agricultural education events to be held in the future on the Agri-Civic Center grounds. The steering committee also sought the Board’s support in moving forward with the fundraising and design development of Phase One of the project.

After a period of questions and comments by the Board, Commissioner Dennis moved to approve the steering committee to move forward with the fundraising and design development for Phase One of the project. The motion was seconded by Commissioner Dunevant and passed with a vote of 5 – 0.

ITEM # 4 - CONSENT AGENDA

- A. Minutes – Amended minutes of the December 3, 2012 regular meeting and special meeting of December 10, 2012.
- B. Tax – Refund requests for Joseph S. Simmons and The Fork LLC.

Commissioner Dennis moved to approve the above items as amended. His motion was seconded by Commissioner Dunevant and passed by unanimous vote.

PUBLIC COMMENT

Vanessa Mullinix pleaded with the Board to come to a settlement with Alcoa/APGI by year end. She stated the county has many assets that can attract new business and tourism to the area, but feels a settlement must be reached in order to do so.

GENERAL COMMENTS & ANNOUNCEMENTS

Commissioner Ascitutto commended Kathy Almond, Director for the Albemarle Downtown Development Commission, on her hard work and efforts in overseeing the many events sponsored by ADDC in recent years.

Commissioner Ascitutto stated that he looks forward to moving toward a settlement with Alcoa and plans to provide a monthly update on the dollar amount spent by the county on the relicensing issue.

CLOSED SESSION

By motion, Commissioner Dennis moved to recess the meeting into closed session to consult with the County Attorney in accordance with G. S. 143-318.11(a)(3) to discuss the 401 water quality permit intervention and APGI's public records requests lawsuit. The motion was seconded by Commissioner Morton and passed by unanimous vote.

ANNOUNCEMENT

Chairman McIntyre stated negotiations with Alcoa/APGI are ongoing and that staff continues to negotiate a potential settlement.

ADJOURN

There being no further discussion, Commissioner Ascitutto moved to adjourn the meeting and was seconded by Commissioner Dennis. The motion carried with a 5 – 0 vote at 9:12 p.m.

Gene McIntyre, Chairman

Tyler Brummitt, Clerk

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

To amend General Fund 110, the expenditures are to be changed as follows:

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.5158	190.000	Professional Services	\$ 5,500	\$ 17,501	\$ 23,001
TOTALS			<u>\$ 5,500</u>	<u>\$ 17,501</u>	<u>\$ 23,001</u>

This budget amendment is justified as follows:

To transfer funds from the Dental Fund Balance to the Dental Clinic operating budget for records scanning.



This will result in a net increase of \$ 17,501 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.3500	990.5158	Fund Balance Appr Dental	\$ 79,000	\$ 17,501	\$ 96,501
TOTALS			<u>\$ 79,000</u>	<u>\$ 17,501</u>	<u>\$ 96,501</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

	12-18-12	
Department Head's Approval	Date	
	12-18-12	
Finance Director's Approval	Date	
_____	_____	
County Manager's Approval	Date	

Posted by
Journal No.
Date



Stanly County Board of Commissioners

Meeting Date: January 7, 2013

Presenter: **Dennis R. Joyner, Health Director**

<p>BB</p>	<p>Consent Agenda Regular Agenda</p>
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ITEM TO BE CONSIDERED

Subject

The Health Department seeks approval of a budget amendment that will allow for complete scanning of dental clinic records. Over the past year, the dental clinic has successfully moved to electronic records and is essentially “paperless” for new patients. However, to maintain efficient records operation we need to scan historical dental records for reference purposes and to maintain HIPAA compliance. The projected cost of this scanning project is \$17,501 and we are requesting those funds be moved from the Dental Clinic fund balance to the department’s FY 13 operating budget.

Requested Action

Request approval of budget amendment to allow scanning of dental clinic records.

Signature: _____

Date: _____

Dept: Public Health

Attachments: yes no

Review Process

Certification of Action

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

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

Tyler Brummitt, Clerk to the Board Date



Stanly County Board of Commissioners

Meeting Date: January 7, 2013

Presenter: Donna Davis

X *bc*

Consent Agenda | Regular Agenda

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

Please Provide a Brief Description of your Presentations format: _____

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

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

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

ITEM TO BE CONSIDERED

Subject	<p>Stanly County Utilities</p> <p>Stanly County participated in a study to pilot test a Trihalomethane Removal System (TRS) in the Millingport water storage tank. The TRS was very successful in removing trihalomethanes (THMs) and has allowed the Utilities Department to achieve compliance with the NC DENR in the Millingport system as relates to THMs. The TRS was installed in the 2012 fiscal year but the bill was not presented until FY2013. As a result of accounting rules Utilities was not able to post the transaction to the FY2012 and had to post in FY2013. The additional funds had not been planned for FY2013 and Utilities is requesting a transfer of retained earnings as described in the attached budget amendment to accommodate the expense in the FY2013 budget.</p>
Requested Action	<p>1) Approve budget amendment.</p>

Signature: <u><i>Donna L Davis</i></u>	Dept. <u>Utilities</u>																										
Date: <u>January 2, 2013</u>	Attachments: yes <u>X</u> No																										
Review Process	Certification of Action																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Approved</th> <th rowspan="2">Initials</th> </tr> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Finance Director</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td></td> </tr> <tr> <td>Budget Amendment Necessary</td> <td style="text-align: center;"><u>X</u></td> <td></td> <td></td> </tr> <tr> <td>County Attorney</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td></td> </tr> <tr> <td>County Manager</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td></td> </tr> <tr> <td>Other:</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td></td> </tr> </tbody> </table>		Approved		Initials	Yes	No	Finance Director	—	—		Budget Amendment Necessary	<u>X</u>			County Attorney	—	—		County Manager	—	—		Other:	—	—		<p>Certified to be a true copy of the action taken by the Stanly County Board of Commissioners on</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Tyler Brummitt, Clerk to the Board Date</p>
		Approved			Initials																						
	Yes	No																									
Finance Director	—	—																									
Budget Amendment Necessary	<u>X</u>																										
County Attorney	—	—																									
County Manager	—	—																									
Other:	—	—																									

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

To amend the Utility Operating Fund 641, the expenditures are to be changed as follows:

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
641.7120	699.000	Other Contracts	\$ 175,000	\$ 98,750	\$ 273,750
TOTALS			<u>\$ 175,000</u>	<u>\$ 98,750</u>	<u>\$ 273,750</u>

This budget amendment is justified as follows:

To appropriate funds from retained earnings to cover the cost of research and development on the TRS System of the Millingport tank.


This will result in a net increase of \$ 98,750 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
641.3991	990.100	Retained Earnings Approp.	\$ 100,000	\$ 98,750	\$ 198,750
TOTALS			<u>\$ 100,000</u>	<u>\$ 98,750</u>	<u>\$ 198,750</u>

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

Adopted this _____ day of _____, 20____

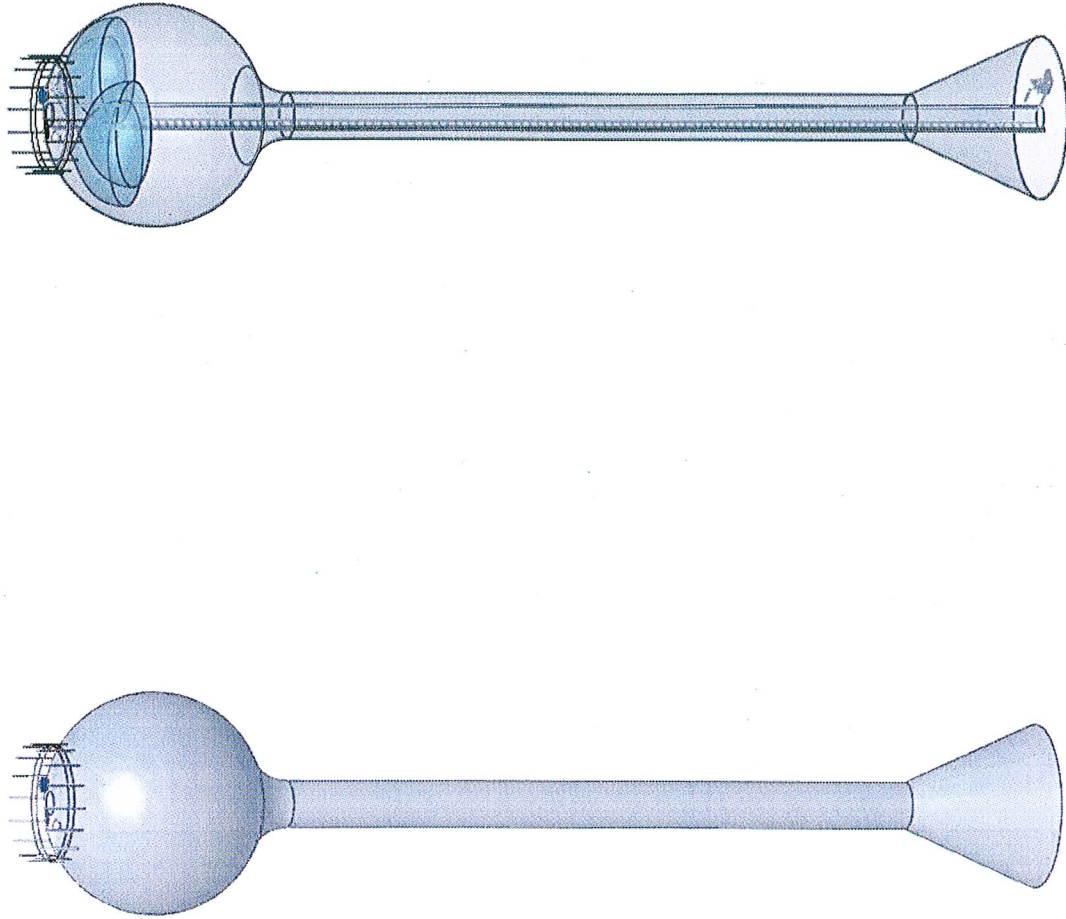
Verified by the Clerk of the Board _____

Department Head's Approval	Date	Posted by
	1-3-13	
Finance Director's Approval	Date	Journal No.
County Manager's Approval	Date	Date

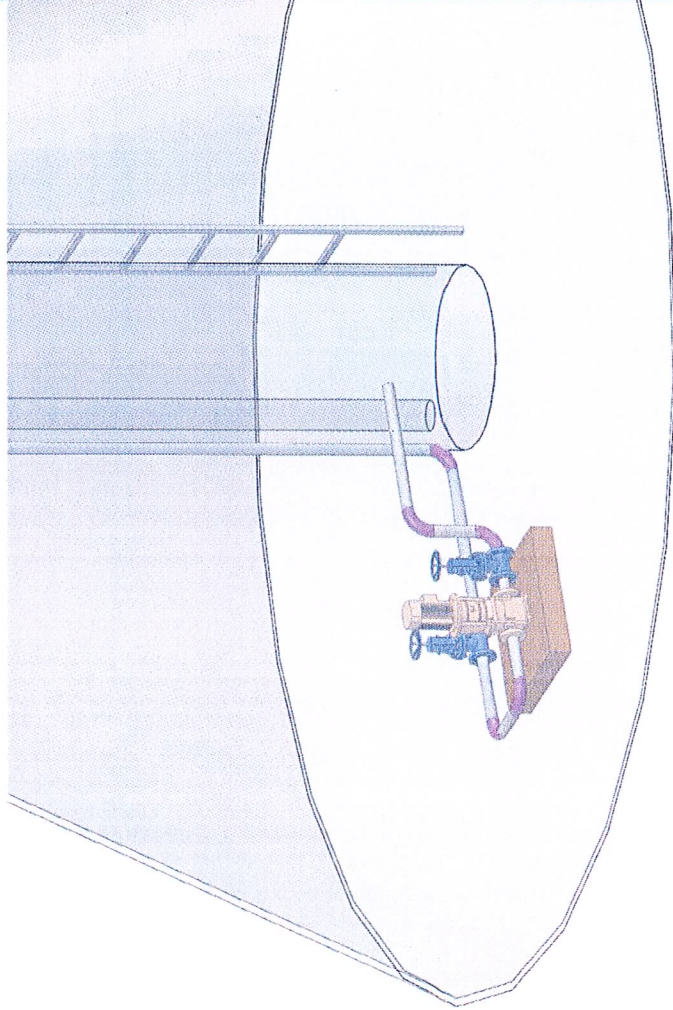
TRS Design Outline Stanly County, NC Millingport Tank

5/19/2011

PAX Water Technologies, Inc.

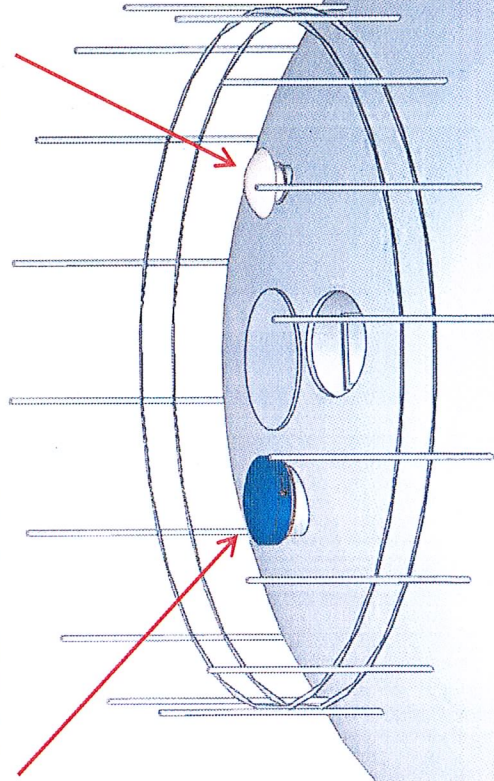


Pump Detail

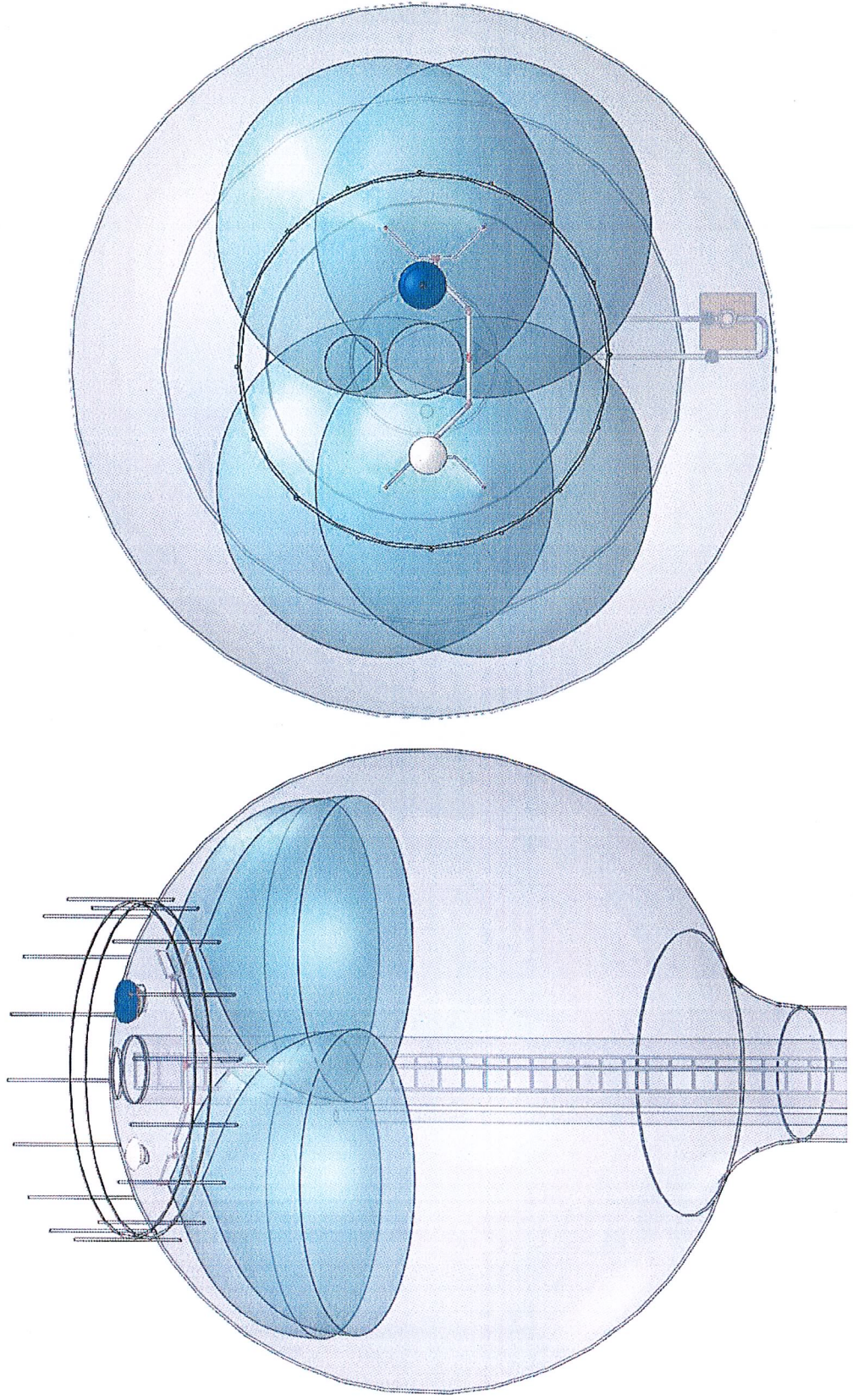


Vent Detail

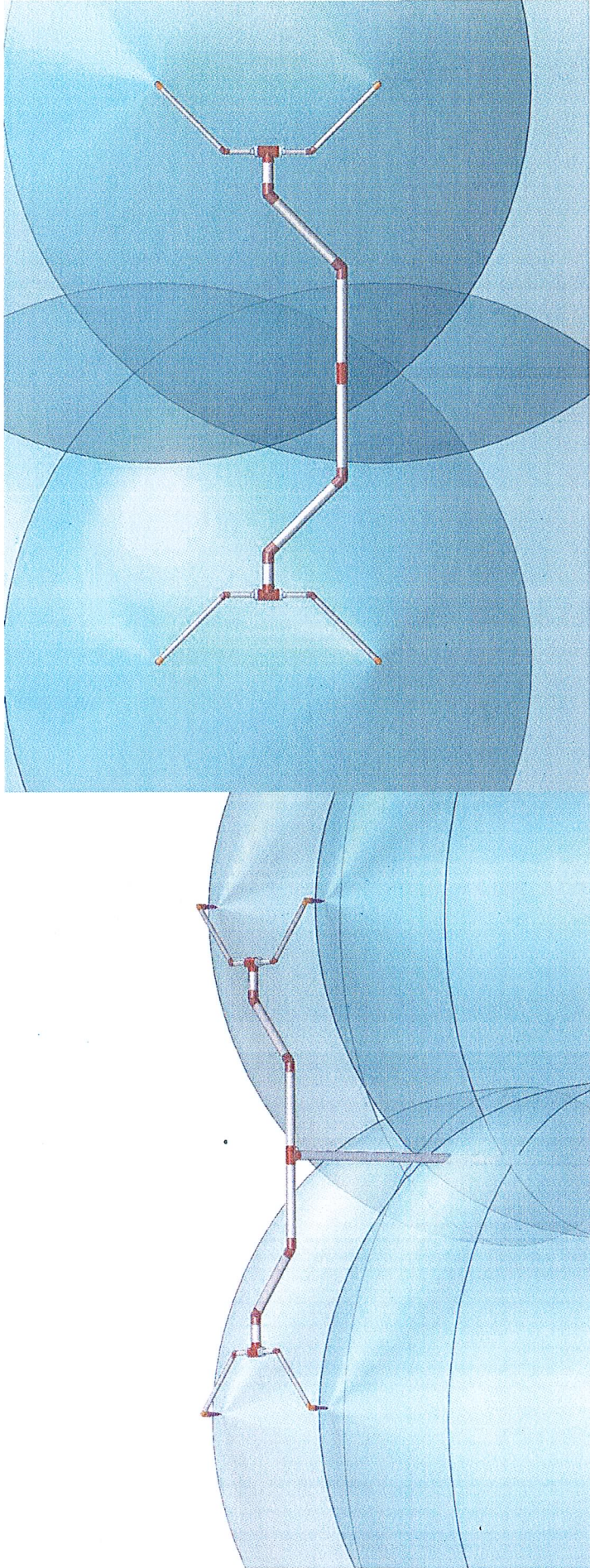
Powered Vent Passive Vent



Spray Aeration System



Spray Detail



Spray Installations



THE Tarheel Pipeline

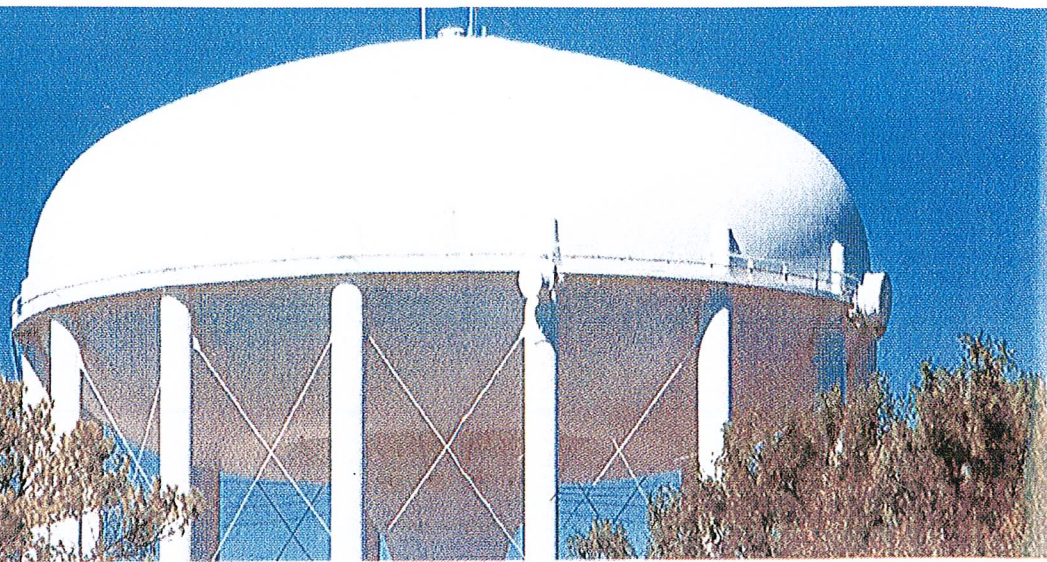
SPRING 2012

**2012 DC
Rally Coverage**

**NCRWA Conference &
Exhibition Preview –
What's in Store**

**Utility Management
Certification: One
Man's Story**





In-Tank THM Removal System Eliminates THMs For Rural Consecutive System

THE ISSUE: Stanly County, in central North Carolina, is typical of many smaller rural water utilities in the U.S. Due to excess capacity in the city water system that supplies the surrounding county, Stanly County receives finished water that is often at or above the Maximum Contaminant Level (MCL) for Total Trihalomethanes (TTHMs). Without a treatment plant of its own, Stanly County is limited to few options for bringing their water into compliance.

BY MS. DONNA DAVIS AND DR. PETER S. FISKE

Stanly County purchases its water from the city of Albemarle and distributes it to roughly 4,700 customers in six service areas spread out over 119 square miles. Before the late 1980s, the city of Albemarle had a number of large textile mills and an active manufacturing economy, which translated into a high demand for water. Fearing water shortages, Albemarle expanded its treatment and distribution capacity to 18.5 mgd in the early 1990s. But with the steady offshoring of U.S. textile manufacturing, Albemarle's manufacturing base has all but disappeared, leaving behind a large amount of excess capacity in the city's distribution system. By the time this water reaches the city limits and is sold to Stanly County, it is already very old.

The Millingport service area in Stanly County often received the oldest and poorest quality water from the City of Albemarle. This, combined with historically low demand in this service area, resulted in high TTHM levels, exceeding the Stage 1 MCL 50 percent of the time over the last six years (Figure 1).

Managers at Stanly County had made multiple attempts to improve the water quality in this part of their service territory. A small, floating solar-powered draft tube mixer was installed in the only water tank in the area, a 200,000 gallon pedisphere. There is unclear data as to the effectiveness of the mixer due to a number of factors including problems with the device itself. One possible but highly controversial and costly option left to the County and the City was one nobody liked: a switch from chlorine to chloramine residual disinfectant.

THE SOLUTION

PAX Water Technologies has developed an approach for efficient and effective removal of THMs in distribution storage tanks and reservoirs using a combination of aeration hardware, laboratory and computer software and modeling. In partnership with Utility Service Company, tanks in the distribution system can be quickly retrofitted with aeration technology to remove targeted quantities of THMs.

Configuration for each facility is determined by an optimization algorithm together with water quality data and operational conditions. THM reduction can be predicted for any configuration of aeration equipment. Additionally, aeration systems can be custom designed to deliver targeted levels of THM reduction. The system is comprised of a pumped circulation loop that utilizes sprayers and other air handling equipment to optimize removal efficiency and energy consumption.

The 200,000 gallon tank in the Millingport area was an ideal target for this system. Initial computer modeling showed that a small aeration system would be able to dramatically lower THM levels in the water. A system targeting a peak removal of 90 percent between the tank inlet and outlet conditions was designed and installed in August 2011.

RESULTS: "WHERE DID MY THMS GO?"

Installation and start-up was completed on August 22, 2011. THM samples were collected at the tank on August 25th both for the water filling the tank and for the water leaving

the tank. TTHM levels entering the tank were 75 µg/l (ppb). TTHM levels leaving the tank were 0 µg/l (non-detect). A second pair of measurements taken on August 28th showed incoming TTHM levels had risen to 142 µg/l, but outgoing TTHM levels were still at 0 µg/l. A third set of measurements on September 6th showed incoming TTHM levels falling to 59 µg/l with concentrations leaving the tank at 0 µg/l. A final set of measurements showed that inlet TTHM concentrations had fallen to 4 µg/l, with exiting water remaining free of TTHMs (Figure 3).

The rapid decline in TTHM concentrations in water leaving the Millingport tank is indicative of the effects of a highly efficient aeration system in a relatively small tank with low turnover. Calculations of the expected efficiency of the aeration system showed that greater than 90 percent removal was expected, assuming higher-than-average turnover. For conditions of low turnover, higher levels of TTHM removal were predicted.

The decrease in TTHM concentrations in the water going into the tank is not surprising given the hydraulics of the distribution system in this area. Water enters and leaves the Millingport tank and dilutes with water coming from the City of Albemarle. During periods of low turnover, the TTHM-free water from the tank dilutes the small amount of “fresh” water coming from the City of Albemarle, resulting in very low TTHM levels.

In order to sample water that is more representative of that which first enters the Millingport service area from the City of Albemarle, sample sites were moved. Instead of sampling water right before it entered the Millingport tank, a sample was taken at the vault entry point several miles closer to the City of Albemarle, where water enters the Stanly County system. Similarly, in order to understand the effect of the PAX TRS on water further away from the tank, a sample was taken 1.3 miles downrange of the Millingport tank at the furthest point in the Millingpoint service area.

The data from these more distant areas shows that, while the County continued to receive water near or above the MCL for TTHMs, the aeration system in the Millingport tank was able to depress levels of TTHMs far enough that, even in the most distant parts of the service area, TTHM levels remained within compliance (Figure 4).

NEXT STEPS

With their TTHM levels now under control in the Millingport service area, managers of the Stanly County Utilities Department are now weighing how to apply this technology to other parts of their distribution system. While adding aeration to each of their remaining storage tanks is one option, managers are considering how to apply aeration strategically both to a select number of their own storage tanks, and in the storage tanks of their water supplier. But, for the time being, concerns of a mandatory conversion from chlorine to chloramine have been put to rest.

Contact: Dr. Peter S. Fiske, CEO of PAX Water Technologies, www.paxwater.com, 866-729-6493.

Ms. Donna Davis is the Director at Stanly County Utilities Department and Dr. Peter S. Fiske is CEO, at PAX Water Technologies

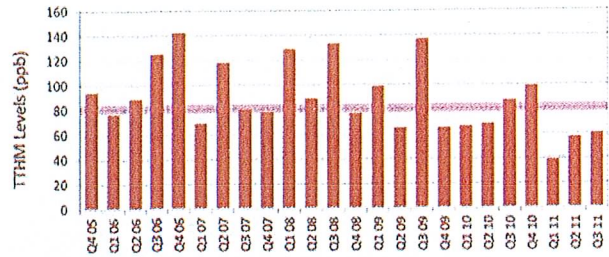


FIGURE 1. Historic TTHM levels (ppb) per quarter in the Millingport service area, Stanly County, North Carolina. 50 percent of the samples over six years exceeded the MCL.



FIGURE 2. The Millingport tank is a 200,000 gallon pedisphere. Because of low demand, turn-over in this tank is low.

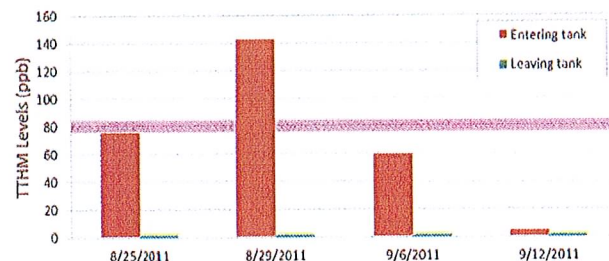


FIGURE 3. TTHM concentrations (ppb) in water entering and leaving the Millingport tank after installation and operation of the PAX TRS aeration system.

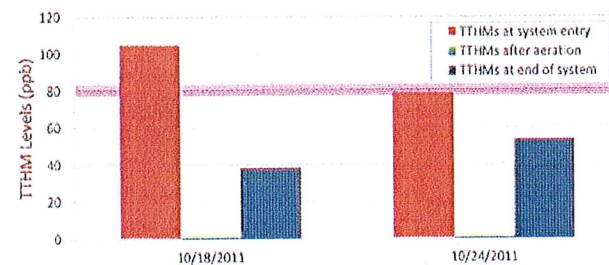


FIGURE 4. TTHM concentrations in water entering the Millingport service area (red), immediately after in-tank aeration (green) and at the end of the distribution system (blue).

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

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

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.4310.4310	540.000	Motor Vehicles	\$ 130,000	\$ 42,340	\$ 172,340
110.4310.4310	353.000	Repair & Maint - Vehicles	35,000	4,400	39,400
TOTALS			<u>\$ 165,000</u>	<u>\$ 46,740</u>	<u>\$ 211,740</u>

This budget amendment is justified as follows:

To replace two vehicles that were totaled using insurance settlement and excess state misdemeanor funds.

This will result in a net increase of \$ 46,740 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

FUND/DEPART NUMBER	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
110.3839	580.10	Insurance Settlements	\$ 35,101	\$ 24,735	\$ 59,836
110.3432	420.11	State Jail Fees	75,000	22,005	97,005
TOTALS			<u>\$ 110,101</u>	<u>\$ 46,740</u>	<u>\$ 156,841</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

[Signature] _____ 1-2-13
Department Head's Approval Date

[Signature] _____ 1-2-13
Finance Director's Approval Date

County Manager's Approval Date

Posted by
Journal No.
Date

STANLY COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stanly County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2013:

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

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.4155	190.000	Professional Services	\$ 65,000	\$ 150,000	\$ 215,000
TOTALS			<u>\$ 65,000</u>	<u>\$ 150,000</u>	<u>\$ 215,000</u>

This budget amendment is justified as follows:
For open meetings and public records law suit.

This will result in a net increase of \$ 150,000 in expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will be increased. These revenues have already been received or are verified they will be received in this fiscal year.

<u>FUND/DEPART NUMBER</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGETED AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AS AMENDED</u>
110.3991	990.000	Fund Balance Appropriated	\$ 779,374	\$ 150,000	\$ 929,374
TOTALS			<u>\$ 779,374</u>	<u>\$ 150,000</u>	<u>\$ 929,374</u>

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

Adopted this _____ day of _____, 20____

Verified by the Clerk of the Board _____

Department Head's Approval	Date	Posted by
<i>Johy R. Vinson</i>	1-3-13	
Finance Director's Approval	Date	Journal No.
County Manager's Approval	Date	Date