

AGENDA

ALAMANCE COUNTY Board of Commissioners

Monday
February 1, 2010
7:00 P.M.

1. CALL MEETING TO ORDER – CHAIR MASSEY
2. INVOCATION – COMMISSIONER VAUGHAN
3. PUBLIC COMMENTS
4. PUBLIC HEARINGS – CHAIR MASSEY
 - A. FACILITIES IMPROVEMENT PLAN GROUP B PROJECTS BONDS
 - B. CAREER AND TECHNICAL CENTER BONDS
5. MEBANE GRANT APPLICATION – JASON MARTIN, PLANNING MANAGER
6. HAZARDOUS MITIGATION PLAN – DAVID LEONARD, FIRE MARSHAL
7. COUNTY MANAGER REPORTS
 - E-VERIFY REQUIREMENT FOR COUNTY CONTRACTS
8. CONSENT AGENDA

- | |
|---|
| <ol style="list-style-type: none">A. APPOINTMENTS<ol style="list-style-type: none">1. ADULT CARE HOME COMMUNITY ADVISORY COUNCIL2. COMMISSIONER COMMITTEE ASSIGNMENTSB. SECONDARY ROAD ADDITIONSC. EMS SOURCE CONTRACT RENEWALD. OUT-OF-STATE TRAVEL FOR BOARD OF ELECTIONSE. MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN RESOLUTIONF. COMMUNITY COLLEGES ADMISSIONS RESOLUTIONG. TAX REFUNDS AND RELEASESH. MINUTES OF THE REGULAR MEETING OF JANUARY 19, 2010 |
|---|

9. ANNOUNCEMENTS

10. ADJOURNMENT

The Alamance County Board of Commissioners' Meetings are video and audio recorded for rebroadcast on Wednesdays at 10:00 p.m. on Time Warner Public Access and through the Alamance County Website

The Alamance County Board of Commissioners welcomes participation of all its citizens. If any disabled person has a special request for a hearing interpreter or other assistance, please contact the ADA Coordinator at 228-1312 (TDD 570-6326).

Alamance County

OFFICE OF THE COUNTY MANAGER
124 West Elm Street
Graham, North Carolina 27253-2865
www.alamance-nc.com

TIMOTHY C. BURGESS
Assistant County Manager

Telephone: (336) 570-4044
Facsimile: (336) 570-6360
tim.burgess@alamance-nc.com

MEMORANDUM

Date: January 27, 2010

**To: Chair Linda Massey
Vice-Chair Eddie Boswell
Commissioner Bill Lashley
Commissioner Tim Sutton
Commissioner Ann Vaughan
County Manager Craig Honeycutt**

From: Tim Burgess, Assistant County Manager

Re: Facilities Improvement Plan – Group B Projects

On July 7, 2008, the Alamance County Board of Commissioners authorized the county to proceed with renovations and repairs to numerous county facilities and selected the architectural firm of Roughton Nickelson De Luca Architects, PA as architects for this project. At the September 2, 2008 meeting, the Board approved a contract for architectural services with the above referenced firm. On August 3, 2009, the board approved the financing agreement, construction contracts, and the filing of an application with the Local Government Commission (LGC) for the Group A projects. On October 15, 2009, the Board was updated on the Group B projects. At this meeting, the Board instructed staff to continue their work on the Group B projects.

On January 19, 2010, the Board set a public hearing for February 1, 2010, for the purpose of receiving public comments on the proposed financing method for the Group B projects, which is through the Federal Stimulus Program's Recovery Zone Bonds and/or Build America Bonds. At this meeting, the Board will be asked to:

- (1) adopt a resolution (a) approving the proposed financing method through the Federal Stimulus Program's Recovery Zone Bonds and/or Build America Bonds in the amount of \$5,900,000 with a repayment period of ten (10) years. The not to exceed interest rate for the Recovery Zone Bonds is 5.41% (without discount) and 2.9755% (with discount). The not to exceed interest rate for the Build America Bonds is 5.41% (without discount) and 3.5165% (with discount). The county is eligible for the discounted rates; (b) awarding Group B construction contracts, subject to LGC approval and receipt of loan proceeds; and (c) authorizing the county manager to execute documents related to this project (see Exhibits A & B); and
- (2) adopt a resolution authorizing the filing of an application with the LGC for approval of the project and the proposed financing (see Exhibit C).

Thank you for your time and attention to this information and for your willingness to consider this request.

**ALAMANCE COUNTY, NC
BOARD OF COMMISSIONERS**

RESOLUTION

**APPROVING FINANCING AND AWARDING GROUP B CONSTRUCTION CONTRACTS FOR THE
FACILITIES IMPROVEMENT PLAN AS AUTHORIZED BY N.C.G.S. §160A-20 & §143-129**

WHEREAS, Alamance County, North Carolina desires to repair, renovate and make improvements to its existing facilities; and

WHEREAS, Alamance County, North Carolina has approximately 500,000 square feet of County-owned facilities; and

WHEREAS, it is the County's responsibility to maintain these facilities; and

WHEREAS, the Alamance County Board of Commissioners, at their regularly scheduled meeting on July 7, 2008, authorized the County to proceed with repairs and renovations to numerous County-owned facilities and selected the architectural firm of Roughton Nickelson De Luca Architects, PA to serve as the architects for this project; and

WHEREAS, following approximately a year of planning and design, Request for Bids for construction were issued and bids were received for the first group of projects which are referred to as Group A projects. These contracts were approved by the Alamance County Board of Commissioners on August 3, 2009. The Local Government Commission (LGC) approved this project on September 1, 2009; and

WHEREAS, following approximately 18 months of planning and design, Request for Bids for construction were issued and bids were received for the second group of projects, with the exception of the Roofing Bundle – Part B1, which are referred to as Group B projects.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Alamance County, North Carolina, meeting in regular session on the 1st day of February, 2010, make the following findings of fact:

1. It is the County's responsibility to maintain its facilities.
2. The repair, renovation, and improvement projects which are listed on Exhibit A are necessary.
3. The expenditure of monies in order to make these repairs, renovations, and improvements are a reasonable, justifiable, and prudent use of county/public funds.
4. The County has authority under N.C.G.S. §143-129 to award construction contracts for this project and has authority under N.C.G.S. §160A-20 to finance this project.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Commissioners of Alamance County, North Carolina that:

1. Authorization is hereby given for the County to enter into a financing agreement through the Federal Stimulus Program's Recovery Zone Bonds and/or Build America Bonds in the amount of \$5,900,000 with a repayment period of ten (10) years. The not to exceed interest rate for the Recovery Zone Bonds is 5.41% (without discount) and 2.9755% (with discount). The not to exceed interest rate for the Build America Bonds is 5.41% (without discount) and 3.5165% (with discount). The county is eligible for the discounted rates. The proceeds of these bonds shall be used for the Facilities Improvement Plan (Group B Projects) in accordance with attached Exhibit A. Any funds not expended on Group B projects may be used for subsequent group(s) of projects as approved by the Board and others as required.
2. Authorization is hereby given for the County to award construction contracts in accordance with attached Exhibit A, including the contingency. The awarding of the construction contracts is subject to Local Government Commission (LGC) approval and receipt of the loan proceeds.

EXHIBIT A

3. The County Manager shall have the authority to execute any agreements which are necessary in order to carry out the intentions of this resolution, including but not limited to construction contracts, financing agreement, etc.
4. The County Manager shall have the authority to use his discretion, and make modifications where necessary when executing the construction contracts and finance agreement, as authorized by this resolution, so long as he does not exceed the total cost as set forth in 1 above.
5. This resolution is effective upon its adoption this 1st day of February, 2010.

The motion to adopt this resolution was made by Commissioner _____,
seconded by Commissioner _____ and passed by a vote of _____ to _____.

Chair

Vice-Chair

Commissioner

Commissioner

Commissioner

ATTEST: _____
Clerk

Project Cost Summary

Alamance County Repair and Renovation Bundle- Group B Projects

Date 1/27/2010

Project #	Project Title	Description	Low Bidder	Construction Contract Amount ¹	Construction Contingency	Construction Budget	Fee %	Architect's Design Fee ³	Architect's Reimbursables and Added Services to date	Projected Architect's Reimbursables and Added Services during Construction	Anticipated additional scope of work ⁴	Owner's Reserve (FF&E, testing, surveys, expenses) ⁴	TOTAL PROJECT COST	
0837.02	Human Services Center / Wall Repair	The project includes the repair of approximately 12,000 sf of EIFS wall cladding on the North Wing the Alamance County Human Services Center, 319 N. Graham Hopedale Rd., Burlington, NC. The Work includes thorough cleaning of the exterior surface of the wall, replacement of the EIFS finish coat and joint sealants, and resealing the glazing joints of the windows.	Shields Inc. of Winston-Salem, NC	\$ 84,455.00	20%	\$ 16,891.00	\$ 101,346.00	10%	\$ 9,290.05	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 117,136.05	
0839.01	Courthouse Renovations	The scope of work includes, but not limited to, addition of an accessible ramp, repair/repointing of the glazed terracotta and granite, structural repair of the monumental granite stairs, new handrails/guardrails, water-proofing of the exterior basement walls, replacement of the existing windows with new aluminum windows. The Work also includes installation of new flooring, walls, doors, ceilings, plaster restoration, mill work, existing woodwork refinishing, new audience seating, structural retrofits/repairs, a new mechanical system, and plumbing, electrical and fire alarm upgrades.	H.M. Kern, Corporation of Greensboro, NC	\$ 1,986,640.00	15%	\$ 297,996.00	\$ 2,284,636.00	11%	\$ 240,383.44	\$ 60,334.09	\$ 40,000.00	\$ 200,000.00	\$ 191,950.00	\$ 3,017,303.53
0840.05	COB Toilet Room Accessibility Upgrade	The project includes accessibility upgrades to the existing toilet rooms located on the first floor of the Alamance County Office Building, 124 W. Elm Street, Graham, NC. The Work includes, but is not limited to, demolition of the existing fixtures and finishes and installation of new fixtures and finishes in a revised layout to accommodate the accessibility provisions of the North Carolina Building Code.	Crest Construction Services of Greensboro, NC	\$ 64,900.00	15%	\$ 9,735.00	\$ 74,635.00	12%	\$ 8,566.80		\$ 1,500.00		\$ 5,200.00	\$ 89,901.80
0841.01	Cedarock Park	The Work includes the construction of a new Maintenance Building, a Restroom Building and the exterior repair of an existing wood framed historic house, the Curtis House. Cedarock Park is located at 4242 R. Dean Coleman Road in Burlington, NC.	H.M. Kern, Corporation of Greensboro, NC	\$ 337,500.00	15%	\$ 50,625.00	\$ 388,125.00	14%	\$ 51,975.00	\$ 129.00	\$ 5,000.00		\$ 58,000.00	\$ 503,229.00
0845.01	Repair/Renovation/ADA Bundle	The Work includes various renovations at three different existing buildings: The Alamance County Environmental Health Building will have window replacement, gutters and downspouts installed and exterior drainage work. The Alamance County John Hardie Stockard Law Enforcement Center will have the existing exterior accessible ramp replaced with a new ramp and railing. The Management Information Services Building will have an existing exterior door to the basement replaced and a concrete sill poured at the door opening.	Bar Construction Co, of Greensboro, NC	\$ 204,859.00	10%	\$ 20,485.90	\$ 225,344.90	14%	\$ 31,548.29	\$ 90.45	\$ 2,500.00		\$ 7,000.00	\$ 266,483.64
0845.02	Agriculture Building HVAC Upgrade	The Work includes HVAC Upgrades at Alamance County Agriculture Building located at 209 N. Graham-Hopedale Road, Burlington, NC 27217.	Central Builders Inc. of Mebane, NC	\$ 17,445.00	15%	\$ 2,616.75	\$ 20,061.75	14%	\$ 2,686.53		\$ 500.00		\$ 3,000.00	\$ 26,248.28
0846.03B1	Roofing Bundle- Part B1	Human Services Center: The roof of this large facility consists of 32 distinct roof sectors distributed over six levels - five stories plus penthouse -totaling 50,867 sq.ft. Of this total area, approximately 35,376 sq.ft is included in the scope of work, and includes, however not limited to, removal of the existing smooth surfaced bitumen membrane down to the deck and installation of a fully adhered, two-ply modified bitumen sheet membrane system including all related flashing and accessories.	Project is being rebid due to an insufficient number of bidders. Bids will be opened on February 4, 2010.	\$ 625,000.00	15%	\$ 93,750.00	\$ 718,750.00	8%	\$ 55,000.00	\$ 90.45	\$ 5,000.00		\$ 5,000.00	\$ 783,840.45

Exhibit A

Project #	Project Title	Description	Low Bidder	Construction Contract Amount ¹	Construction Contingency	Construction Budget	Fee %	Architect's Design Fee ³	Architect's Reimbursables and Added Services to date	Projected Architect's Reimbursables and Added Services during Construction	Anticipated additional scope of work ⁴	Owner's Reserve (FF&E, testing, surveys, expenses) ⁴	TOTAL PROJECT COST
0846.03B2	Roofing Bundle-Part B2	Register of Deeds: The scope of work includes the removal of the existing smooth surfaced bitumen membrane down to the deck and installation of a fully adhered, two-ply modified bitumen sheet membrane system including all related flashing and accessories. Elderly Services: The non-roof scope of work includes the replacement of damaged tectum panels. County Annex: The scope of work includes the application of a new roof hydro-stop coating only over the existing barrel roof.	Baker Roofing of Raleigh, NC	\$ 141,250.00	15% \$ 21,187.50	\$ 162,437.50	8%	\$ 12,430.00		\$ 1,500.00		\$ 1,000.00	\$ 177,367.50
0847.03	Paving Bundle - Group B	The Work includes the replacement of existing asphalt paving lots at five different sites owned by Alamance County, NC. The five sites are as follows; The Alamance County Environmental Health and Agriculture Buildings Parking Lot. The Alamance County John Hardie Stockard Law Enforcement Center and the County Office Building Parking Lot. The Family Justice Building Parking Lot. The Fire Marshal's Parking Lot. The Elderly Services Building and ACTA Parking Lot. The Alamance Criminal Courts Building Parking Lot. Cedarock Park.	Ruston Paving Co. of Greensboro, NC	\$ 658,689.00	15% \$ 98,803.35	\$ 757,492.35	8%	\$ 57,964.63	\$ 90.45	\$ 5,000.00	\$ 80,000.00	\$ 17,942.32	\$ 918,489.75
TOTALS				\$4,120,738.00	\$612,090.50	\$4,732,828.50		\$469,844.74	\$61,234.44	\$66,000.00	\$280,000.00	\$290,092.32	\$5,900,000.00

NOTES:

- ¹ The Construction Contract Amount includes the base bid and accepted bid alternates, plus any negotiated price adjustments.
- ² Not used.
- ³ Design Fees are based on the stated percentage of the anticipated construction contract amount plus a 10% construction contingency.
- ⁴ The amounts shown are estimated.

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County HSC Wall Repair
RND#: 0837.02
Designer's Estimate: \$100,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is Shields, Inc. of Winston-Salem. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Shields, Inc. of Winston-Salem

Base Bid \$ 84,455.00
Contract Amount \$ 84,455.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 20% to cover unforeseen conditions that may arise during construction.

Owner's contingency (20%) \$ 16,891.00
Construction Budget \$ 101,346.00

Our office would be pleased to provide additional information that may be required. Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', with a stylized, sweeping flourish at the end.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
Aaron Bergmann, RNDarchitects
File 0837.02

BID DATE: January 20, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0837.02 HSC Wall Repair

PROJECT ADDRESS: 419 N. Graham-Hopedale Road, Burlington, NC

0837.02
HSC Wall Repair



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID
1	Structural Group, Inc. - Salem Division Matthews, NC	13114	√	√		√	√	\$118,518
2	LESCO Restoration & Waterproofing Spartanburg, SC	29551	√	√		√	√	\$166,765
3	Shields Inc. Winston-Salem, NC	6954	√	√		√	√	\$84,455
4	Brooks Lumber Co, Inc. dba: Brooks General Contractors Greensboro, NC	1376	√	√		√	√	\$98,753
5	L.A. Downey & Son, Inc Durham, NC	1774	√	√		√	√	\$106,524
6	W.C. Contruccion Company, LLC Winston-Salem, NC	63557	√	√		√	√	\$85,644
7	Exterior Diagnostic Services, Inc. Apex, NC	53582	√	√		√	√	\$117,900
8	Southern Restoration Maintenance Charlotte, NC	31042	√	√		√	√	\$126,259
9	Capital Restoration & Waterproofing Raleigh, NC	60799	√	√		√	√	\$182,756
10	Van Thomas Contractor, Inc. Siler City, NC	2560	√	√		√	√	\$102,000

BID TABULATION

BID DATE: January 20, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0837.02 HSC Wall Repair

PROJECT ADDRESS: 419 N. Graham-Hopedale Road, Burlington, NC

0837.02
HSC Wall Repair



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID
11	Carolina Restoration & Waterproofing, Inc. Creedmoor, NC	34577	√	√		√	√	\$204,391
12	T.L Casey Construction, Inc. Smithfield, NC	67212	√	√		√	√	\$85,824
13								\$
14								\$
15								\$
16								\$
17								\$
18								\$
19								\$

BID TABULATION

NOTE: Results not official until Certified Bid Tab prepared by Roughton Nickelson De Luca

Certified By: _____

Aaron Bergmann AIA, LEED AP

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Courthouse Renovations
RND#: 0839.01
Designer's Estimate: \$3,399,802.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is H. M Kern Corporation of Greensboro. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

H. M Kern Corporation of Greensboro

Base Bid	\$ 1,967,000.00
Alternate 1 (add)	\$ 15,000.00
Alternate 2 (add)	\$ 4,640.00
Contract Amount	\$ 1,986,640.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

Owner's contingency (15%)	\$ 297,996.00
Construction Budget	\$ 2,284,636.00

Our office would be pleased to provide additional information that may be required. Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', is positioned below the typed name.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
Sheela Prabhu, RNDarchitects
File 0839.01

BID DATE: **January 21, 2010 2:00PM**

BID LOCATION: Alam. County Comm. Meeting Room, 124 West Elm Street, Graham, NC 27253

JOB NAME: **0839.01 Alamance County Courthouse Renovations**

0839.01

Alamance Courthouse Renovations

No.	BIDDER	NC LICENSE #	Bid Bond	ADD. #1, 2 & 3	Alt. # 1	Alt. # 2	Bid Signed	HUB Forms	Non-Collusion Affidavit	BASE BID
1	Hamlett Associates, Climax, NC	9628	√	√	\$150,000	\$8,879	√	√	√	\$2,463,201
2	D.S. Simmons, Goldsboro, NC	7651	√	√	\$13,500	\$28,500	√	√	√	\$2,141,400
3	Central Builders Inc. ebane, NC	1476	√	√	\$15,000	\$6,000	√	√	√	\$2,549,000
4	Bar Construction, Greensboro, NC	7973	√	√	\$15,000	\$11,200	√	√	√	\$2,228,300
5	J. Wayne Poole Inc. Greensboro, NC	8553	√	√	\$22,000	\$7,800	√	√	√	\$2,067,111
6	New Atlantic Contracting, Greensboro, NC	50851	√	√	\$5,000	\$12,000	√	√	√	\$2,169,000
7	Progressive Contracting, Southern Pines, NC	36100	√	√	\$57,000	\$30,200	√	√	√	\$2,178,000
8	Miles -McClellan Construction, Greensboro, NC	63358	√	√	\$6,760	\$26,457	√	√	√	\$2,697,000
9	H. M Kern, Greensboro, NC	8542	√	√	\$15,000	\$4,640	√	√	√	\$1,967,000
10	C.T. Wilson, Durham, NC	2443	√	√	\$61,156	\$12,910	√	√	√	\$2,282,735
11										\$
12										\$
13										\$
14										\$
15										\$

BID TABULATION

Cetified By: _____

Sheela Prabhu AIA, LEED AP

ROUGHTON ■ NICKELSON ■ DE LUCA
Architects, PA

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County: County Office Building Toilet Room Accessibility Upgrade
RND#: 0840.05
Designer's Estimate: \$150,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is Crest Construction Co. of Greensboro. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Crest Construction Co. of Greensboro

Base Bid \$ 64,900.00
Contract Amount \$ 64,900.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

Owner's contingency (15%) \$ 9,735.00
Construction Budget \$ 74,635.00

Our office would be pleased to provide additional information that may be required. Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', with a stylized, sweeping flourish at the end.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
Sheela Prabhu, RNDarchitects
File 0839.01

BID DATE: **January 25, 2010 10:00AM**

BID LOCATION: Alam. County Comm. Meeting Room, 124 West Elm Street, Graham, NC 27253

JOB NAME: **0840.05 County Office Building Toilet Room Accessibility Upgrade**

0840.05

County Office Bldg Toilet Rm Accessibility

No.	BIDDER	NC LICENSE #	ADD. #1	ADD. #2	Bid Signed	HUB Forms	Non-Collusion Affidavit	BASE BID
1	WC Construction Inc. Winston-Salem, NC	63557	✓	✓	✓	✓	✓	\$66,528
2	Lomax Construction Co. Greensboro, NC	37571	✓	✓	✓	✓	✓	\$78,450
3	C.T. Wislon Construction Co Durham, NC	2443	✓	✓	✓	✓	✓	\$71,004
4	Triple M Constructors Inc. Liberty, NC	59649	✓	✓	✓	✓	✓	\$87,000
5	Crest Construction Services Greensboro, NC	48085	✓	✓	✓	✓	✓	\$64,900
6								\$
7								\$
8								\$

BID TABULATION

Certified By: _____

Charles J. Nickelson AIA, LEED AP



January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Rec. & Parks Cedarrock Park
RND#: 0841.01
Designer's Estimate: \$375,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is H.M. Kern Corporation of Greensboro. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

H.M. Kern Corporation of Greensboro

Base Bid \$ 337,500.00
Contract Amount \$ 337,500.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

Owner's contingency (15%) \$ 50,625.00
Construction Budget \$ 388,125.00

Our office would be pleased to provide additional information that may be required.

Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', with a stylized flourish at the end.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
David Daniel, RNDarchitects
File 0841.01

BID DATE: January 21, 2010 2:00PM (Opened at 2:46 PM - Ended at 3:11 PM)

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0841.01 Alamance County Rec. & Parks Cedarrock Park

PROJECT ADDRESS: 4242 R. Dean Coleman Road, Burlington, NC

BUDGETED: \$375,000

0841.01

CEDARROCK PARK



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	ADDENDUM #2	Non-Collusion Affidavit	Bid Bond	Identification of Minority Participation	HUBSCO Affidavits	BASE BID	
1	Central Builders, Inc. of Mebane Haw River, NC	4176	√	√	√	√	√	√	\$387,000.00	
		Unit Price No. 1 Removal of Unsuitable Soil							\$17.50	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$18.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$75.00	Cu. Yd.
2	H.M Kern Corp. Greensboro, NC	8542	√	√	√	√	√	√	\$337,500.00	\$
		Unit Price No. 1 Removal of Unsuitable Soil							\$15.00	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$28.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$200.00	Cu. Yd.
3	Bar Construction Co. Inc. Greensboro, NC	7973	√	√	√	√	√	√	\$422,680.00	\$
		Unit Price No. 1 Removal of Unsuitable Soil							\$25.00	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$25.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$200.00	Cu. Yd.
4	L.A. Downey & Sons Inc Durham, NC	1774	X	X	√	√	√	√	NON RESPONSIVE	\$
		Unit Price No. 1 Removal of Unsuitable Soil							\$	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$	Cu. Yd.
5	Mixon Construction, Inc. Durham, NC	27303	√	√	√	√	√	√	\$421,905.00	\$
		Unit Price No. 1 Removal of Unsuitable Soil							\$11.00	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$22.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$135.00	Cu. Yd.
6	Brooks Lumber Co., Inc. dba: Brooks General Contractors Greensboro, NC	1376	√	√	√	√	√	√	\$392,444.00	\$
		Unit Price No. 1 Removal of Unsuitable Soil							\$12.00	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone							\$22.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable							\$112.00	Cu. Yd.

BID TABULATION

BID DATE: January 21, 2010 2:00PM (Opened at 2:46 PM - Ended at 3:11 PM)

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0841.01 Alamance County Rec. & Parks Cedarrock Park

PROJECT ADDRESS: 4242 R. Dean Coleman Road, Burlington, NC

BUDGETED: \$375,000

0841.01

CEDAROCK PARK



7	Legacy Construction Group Raleigh, NC	47649	√	√	√	√	√	√	\$429,000.00	\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$14.25	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$23.75	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$135.00	Cu. Yd.
8	HG Reynolds Co., Inc. Henderson, NC	14149	√	√	√	√	√	√	\$420,000.00	\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$9.00	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$14.00	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$100.00	Cu. Yd.
9										\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$	Cu. Yd.
10										\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$	Cu. Yd.
11										\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$	Cu. Yd.
12										\$	
		Unit Price No. 1 Removal of Unsuitable Soil								\$	Cu. Yd.
		Unit Price No. 2 Replacement of Soil w/ ABC Stone								\$	Ton
		Unit Price No. 3 - Rock Excav. & Replace w/ Suitable								\$	Cu. Yd.

BID TABULATION

Certified By: _____

David B. Daniel, AIA, LEED AP

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Repair & Renovation General Bundle
RND#: 0845.01
Designer's Estimate: \$185,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

WC Construction Co. LLC of Winston-Salem submitted the lowest bid. However, within 72 hours of the bid opening, the bidder requested, and was permitted, to withdraw their bid due to bid calculation errors.

The apparent low bidder is Bar Construction Co. of Greensboro. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Bar Construction Co. of Greensboro

Base Bid \$ 204,859.00
Contract Amount \$ 204,859.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 10% to cover unforeseen conditions that may arise during construction.

Owner's contingency (10%) \$ 20,485.90
Construction Budget \$ 225,344.90

Our office would be pleased to provide additional information that may be required.
Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA



Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
David Daniel, RNDarchitects
File 0845.01

BID DATE: January 20, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0845.01 Alamance County Repair & Renovation General Bundle

PROJECT ADDRESS: Various Addresses

0845.01

GENERAL R + R BUNDLE



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	ADDENDUM #2	Non-Collusion Affidavit	Bid Bond	Identification of Minority Participation	HUBSCO Affidavits	BASE BID	
1	WC Construction Co. LLC Winston Salem	63557	√	√	√		√	√	\$138,456.00	
		Unit Price for Replacing Wood Fascia							\$3.75	/Linear Feet
2	L.A. Downey & Sons, Inc. Durham, NC	1774	√	√	√		√	√	\$234,203.00	
		Unit Price for Replacing Wood Fascia							\$11.00	/Linear Feet
3	C.T. Wilson Construction Durham, NC	2443	√	√	√		√	√	\$208,418.00	
		Unit Price for Replacing Wood Fascia							\$6.30	/Linear Feet
4	Bar Construction Company Greensboro, NC	7973	√	√	√		√	√	\$204,859.00	
		Unit Price for Replacing Wood Fascia							\$10.00	/Linear Feet
5	Crest Construction Services Greensboro, NC	48085	√	√	√		√	√	\$248,900.00	
		Unit Price for Replacing Wood Fascia							\$10.00	/Linear Feet
6	Van Thomas Contractors Inc. Siler City, NC	2560	√	√	√		√	√	\$207,800.00	
		Unit Price for Replacing Wood Fascia							\$280.00	/Linear Feet

BID TABULATION

Certified by: _____

David B. Daniel, AIA, LEED AP

BID DATE: **January 20, 2010 2:00PM**

BID LOCATION: **Alamance County, County Office Building 124 West Elm Street Graham, NC 27253**

PROJECT NAME: **0845.01 Alamance County Repair & Renovation General Bundle**

PROJECT ADDRESS: **Various Addresses**

0845.01

GENERAL R + R BUNDLE



January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Agriculture Building HVAC Upgrade
RND#: 0845.02
Designer's Estimate: \$20,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is Central Builders Inc. of Mebane. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Central Builders Inc. of Mebane

Base Bid \$ 17,445.00
Contract Amount \$ 17,445.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

Owner's contingency (15%) \$ 2,616.75
Construction Budget \$ 20,061.75

Our office would be pleased to provide additional information that may be required. Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', is positioned above the printed name.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
David Daniel, RNDarchitects
File 0845.02

BID DATE: January 20, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0845.02 Alamance County Agriculture Building HVAC Upgrade

PROJECT ADDRESS: 209 N. Graham-Hopedale Road, Burlington, NC

0845.02

AG. BLDG. HVAC UPGRADE



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID
1	Central Builders Inc. Mebane, NC	4176	✓	✓		✓	✓	\$17,445.00
								Unit Price \$8.00 Sq Ft.
2								
3								
4								
5								
6								
7								
8								

BID TABULATION

Certified By: _____

David B. Daniel, AIA, LEED AP

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Roofing Bundle B2
RND#: 0846.03B2
Designer's Estimate: \$149,245.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is Baker Roofing of Raleigh. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Baker Roofing of Raleigh

Base Bid \$ 141,250.00
Contract Amount \$ 141,250.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

Owner's contingency (15%) \$ 21,187.50
Construction Budget \$ 162,437.50

Our office would be pleased to provide additional information that may be required. Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', is positioned below the typed name.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
Sheela Prabhu, RNDarchitects
File 0846.03B2

BID DATE: **January 20, 2010 2:00PM**

BID LOCATION: Alam. County Comm. Meeting Room, 124 West Elm Street, Graham, NC 27253

JOB NAME: **0846.03B2** Alamance County Group B Re-roofing Bundle

0846.03 B2
Group B Re-roofing Bundle

No.	BIDDER	NC LICENSE #	ADD. #1	Bid Signed	HUB Forms	Non-Collusion Affidavit	BASE BID
1	Baker Roofing Raleigh, NC	5812	Y	Y	Y	Y	\$141,250
2	AAR of NC, Inc. Kernersville, NC	21667	Y	Y	Y	Y	\$145,800
3	* Mitchell Roofing Burlington, NC	39496	Y	Y	Y	Y	\$85,020
4							\$
5							\$
6							\$
7							\$
8							\$
9							\$
							\$

BID TABULATION

* Mitchell Roofing withdrew their bid and hence their bid has been deemed non-responsive.



Certified by:

Sheela Prabhu, AIA, LEED AP

January 25, 2010

Mr. Stuart Keeler,
Alamance County Purchasing Department
124 W. Elm Street
Graham, NC 27253

RE: Alamance County Group B Paving Bundle
RND#: 0847.03
Designer's Estimate: \$900,000.00

Dear Mr. Keeler;

We have reviewed the bids submitted for the above referenced project and provide a bid evaluation as follows:

The apparent low bidder is Ruston Paving Co. of Greensboro. Our office has reviewed their bid and determined the bid submitted is responsive, conforming substantially to the bid specifications.

We have spoken with representatives of the lowest responsive bidder and are assured that their bid is sound. Therefore, we recommend that this contract be awarded as follows:

Ruston Paving Co. of Greensboro

Base Bid	\$ 616,917.00
Bid Alternate No. 1	\$ 41,772.00
Bid Alternate No. 2	not accepted
Contract Amount	\$ 658,689.00

For budgeting purposes, we recommend the County include a construction contingency in the amount of 15% to cover unforeseen conditions that may arise during construction.

<u>Owner's contingency (15%)</u>	<u>\$ 98,803.35</u>
Construction Budget	\$ 757,492.35

Our office would be pleased to provide additional information that may be required.
Please contact me if you have any questions.

Sincerely,
Roughton Nickelson De Luca Architects, PA

A handwritten signature in blue ink, appearing to read 'C. Nickelson', with a long horizontal flourish extending to the right.

Charles Nickelson, AIA LEED AP

Cc: Tim Burgess, Alamance County
Sammy Epps, Alamance County
Richard Hill, Alamance County
David Daniel, RNDarchitects
File 0847.03

BID DATE: January 21, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0847.03 Alamance County Group B Paving Bundle

PROJECT ADDRESS: Various Sites Graham, NC & Burlington, NC

0847.03

GROUP B PAVING BUNDLE



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Bid Bond	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID		
1	Raleigh Paving Apex, NC	55119	√	√	√		√	√	\$628,500		
		Alternate No. 1								ADD \$42,500	
		Alternate No. 2								ADD \$6,100	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$19.17	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$15.00	Ton
		Unit Price No. 3 ABC Stone								\$16.50	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$18.00	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$18.00	L.F.
2	Triangle Grading & Paving, Inc. Burlington, NC	17456	√	√	√		√	√	\$667,150.91		
		Alternate No. 1								ADD \$50,237	
		Alternate No. 2								ADD \$9,498.70	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$17.93	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$11.89	Ton
		Unit Price No. 3 ABC Stone								\$18.94	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$36.85	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$49.50	L.F.
3	Ruston Paving Company Greensboro, NC	43221	√	√	√		√	√	\$616,917		
		Alternate No. 1								ADD \$41,772	
		Alternate No. 2								ADD \$6,280	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$21.60	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$11.10	Ton
		Unit Price No. 3 ABC Stone								\$21.70	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$27.80	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$27.80	L.F.

BID TABULATION

BID DATE: January 21, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0847.03 Alamance County Group B Paving Bundle

PROJECT ADDRESS: Various Sites Graham, NC & Burlington, NC

0847.03

GROUP B PAVING BUNDLE



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Bid Bond	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID		
4	APAC - Atlantic Inc. Thomas-Arthur Division Greensboro,NC	12459	√	√	√		√	√	\$696,570		
		Alternate No. 1								DEDUCT \$32,900	
		Alternate No. 2								ADD \$3,051	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$24.00	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$18.00	Ton
		Unit Price No. 3 ABC Stone								\$16.00	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$35.00	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$24.00	L.F.
5	S.T. Wooten Corp. Mebane, NC	2835	√	√	√		√	√	\$651,354.55		
		Alternate No. 1								ADD \$37,450	
		Alternate No. 2								ADD \$4,407	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$14.30	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$22.05	Ton
		Unit Price No. 3 ABC Stone								\$22.05	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$30.00	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$39.00	L.F.
6	Asphalt Experts, Inc. Durham, NC	45726	√	√	√		√	√	\$766,485		
		Alternate No. 1								ADD \$50,000	
		Alternate No. 2								ADD \$7,450	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$26.00	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$18.00	Ton
		Unit Price No. 3 ABC Stone								\$20.00	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$30.00	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$20.00	L.F.

BID TABULATION

BID DATE: January 21, 2010 2:00PM

BID LOCATION: Alamance County, County Office Building 124 West Elm Street Graham, NC 27253

PROJECT NAME: 0847.03 Alamance County Group B Paving Bundle

PROJECT ADDRESS: Various Sites Graham, NC & Burlington, NC

0847.03

GROUP B PAVING BUNDLE



BIDDER COMPANY NAME		NC LICENSE #	ADDENDUM #1	Bid Bond	Non-Collusion Affidavit	Alamance County Vendor Application	Identification of Minority Participation	HUBSCO Affidavits	BASE BID		
7	Turner Asphalt Inc. Raleigh, NC	55042	√	√	√		√	√	\$728,242.00		
		Alternate No. 1								ADD \$47,415	
		Alternate No. 2								ADD \$2,800	
		Unit Price No. 1 Removal of Unsuitable & Replace								\$8.00	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$22.50	Ton
		Unit Price No. 3 ABC Stone								\$22.00	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$35.00	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$25.00	L.F.
8											
		Alternate No. 1									
		Alternate No. 2									
		Unit Price No. 1 Removal of Unsuitable & Replace								\$	Cu. Yd.
		Unit Price No. 2 Select Backfill								\$	Ton
		Unit Price No. 3 ABC Stone								\$	Ton
		Unit Price No. 4 Curb & Gutter Removal & Replacement								\$	L.F.
		Unit Price No. 5 - Sidewalk removal & Replacement								\$	L.F.

BID TABULATION

Certified By: _____

David B. Daniel, AIA, LEED AP

A regular meeting of the Board of Commissioners for the County of Alamance, North Carolina, was held in the Board of Commissioners' Meeting Room in the County Office Building at 124 West Elm Street, in Graham, North Carolina, the regular place of meeting, at 7:00 P.M. on February 1, 2010.

Present: Chair Linda H. Massey, presiding, and Commissioners _____

Absent: _____.

Commissioner _____ introduced the following resolution, a copy of which had been made available to each Commissioner and which was read by its title:

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ALAMANCE, NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE SAID COUNTY FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES IN CONNECTION WITH VARIOUS PROJECTS.

WHEREAS, the County of Alamance, North Carolina (the "County"), is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the County has paid, beginning no earlier than December 3, 2010, and will pay, on and after the date hereof, certain expenditures in connection with a project that consists of the reconstruction, renovation or repair of various buildings and other facilities and is further described as follows:

Human Services Center Wall Repair	Repair of the former Same Day Surgery wing using an EIFS material.
Old Courthouse	Replace all windows and exterior doors; new HVAC for entire building; renovate courtroom, jury room, attorneys' room, judge's chambers, small claims court hearing room, file rooms, two vacant rooms and bathrooms; waterproof building; install ADA ramp;

	landscape and make other improvements.
County Office Building/Court Annex	Renovate first floor restrooms to make them ADA compliant and possibly install canopy on front of new entrance.
Cedarock Park	Construct new restroom facility and new maintenance building and stabilize historic Curtis house.
Repair/Renovation/ADA	Replace ramp at Sheriff's Department; modify HVAC system at Agricultural building; replace windows/doors and waterproof Environmental Services building; and waterproof MIS training facility.
Roofing Bundle	Replace roofs at the following locations: (1) Human Services Center, (2) Register of Deeds, (3) Elderly Services, (4) Central Permitting, and (5) Environmental Health.
Paving Bundle	Repave the following parking lots/roads: (1) County Office Building/Sheriff's Department, (2) Criminal Courts, (3) Agricultural Building, (4) Environmental Services, (5) Elderly Services, (6) Family Justice Center/Fire Marshal's Office, (7) Cedarock Park, and (8) Human Services Center.

; and

WHEREAS, the Board of Commissioners for the County (the "Board") has determined that certain moneys previously advanced by the County no earlier than January 3, 2010 and to be advanced on and after the date hereof by the County to pay such expenditures (the "Expenditures") are available only for a temporary period and it is and will be necessary to reimburse the County for the Expenditures from the proceeds of one or more recovery zone economic development bonds pursuant to the American Recovery and Reinvestment Act of 2009 or tax-exempt financings of the County in the form of one or more installment financings that are expected to be authorized by the Board (collectively, the "Financings");

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Board hereby declares the County's intent to reimburse the County with the proceeds of the Financings for the Expenditures made on and after December 3, 2010, which date is no more than 60 days prior to the date hereof. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financings.

Section 2. Each Expenditure was or will be (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Financings, (c) a nonrecurring item that is not customarily payable from current revenues or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

Section 3. The maximum principal amount of the Financings expected to be entered into with respect to such project is \$6,500,000.

Section 4. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or such project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain preliminary expenditures, costs of issuance, certain de minimis amounts, expenditures by small issuers (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

Section 5. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution was passed by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

Thereupon, Commissioner _____ introduced the following resolution, a copy of which had been provided to each Commissioner and which was read by its title:

RESOLUTION MAKING CERTAIN DETERMINATIONS CONCERNING A PROPOSED INSTALLMENT FINANCING AGREEMENT TO FINANCE A PORTION OF THE COST OF VARIOUS PROJECTS AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the County of Alamance, North Carolina (the "County") has determined to finance a portion of the cost of a project that consists of the reconstruction, renovation or repair of various buildings and other facilities and is further described as follows:

- Human Services Center Wall Repair Repair of the former Same Day Surgery wing using an EIFS material.

- Old Courthouse Replace all windows and exterior doors; new HVAC for entire building; renovate courtroom, jury room, attorneys' room, judge's chambers, small claims court hearing room, file rooms, two vacant rooms and bathrooms; waterproof building; install ADA ramp; landscape and make other improvements.

- County Office Building/Court Annex Renovate first floor restrooms to make them ADA compliant and possibly install canopy on front of new entrance.

- Cedarrock Park Construct new restroom facility and new maintenance building and stabilize historic Curtis house.

Repair/Renovation/ADA

Replace ramp at Sheriff's Department; modify HVAC system at Agricultural building; replace windows/doors and waterproof Environmental Services building; and waterproof MIS training facility.

Roofing Bundle

Replace roofs at the following locations: (1) Human Services Center, (2) Register of Deeds, (3) Elderly Services, (4) Central Permitting, and (5) Environmental Health.

Paving Bundle

Repave the following parking lots/roads: (1) County Office Building/Sheriff's Department, (2) Criminal Courts, (3) Agricultural Building, (4) Environmental Services, (5) Elderly Services, (6) Family Justice Center/Fire Marshal's Office, (7) Cedarrock Park, and (8) Human Services Center.

; and

WHEREAS, the County is considering entering into an installment financing agreement and certain related documents pursuant to G.S. §160A-20, as amended, for the purpose of providing funds in an amount not to exceed \$6,500,000, with other available funds, for the construction and other accomplishment of such project (the "Project"), and it is necessary to provide for certain related matters at this time;

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

Section 1. The Board of Commissioners for the County (the "Board") hereby finds and determines in connection with such proposed agreement that (a) such proposed agreement is necessary or expedient to provide funds for the construction and other accomplishment of the Project in order to provide improved facilities for the administration of County government, improved recreation facilities and improved public school facilities to serve the residents of the County, (b) such proposed agreement, under current circumstances, is preferable to a bond issue

of the County for financing the same purpose because there is not sufficient time to authorize and issue bonds of the County prior to the time when funds will be needed for such purpose, (c) the sums estimated to fall due under such proposed agreement are adequate and not excessive for its proposed purpose because they are based upon construction bids received by the County with respect to the Project, (d) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law, (e) any increase in taxes necessary to meet the sums estimated to fall due under such proposed agreement will not be excessive because the County does not expect that it will be necessary to increase taxes by more than one cent (1¢) per one hundred dollars (\$100) of the appraised value of property subject to taxation by the County in order to provide funds to pay such sums; and (f) the County is not in default regarding any of its debt service obligations. The Board's finding in clause (e) above is not to be considered as authorizing a tax increase at this time, and any increase in taxes necessary to meet the sums estimated to fall due under such proposed agreement will be addressed through the County's normal budget process.

Section 2. The County Manager, the Finance Officer and the County Attorney of the County are each hereby designated as a representative of the County to file an application for approval of such proposed agreement with the Local Government Commission of North Carolina and are authorized to take such other actions as may be advisable in connection with the negotiation of such proposed agreement and the development of the related financing; and all actions heretofore taken by any of such officers or any other officer of the County relating to such matter on behalf of the County are hereby approved, ratified and confirmed.

Section 3. The Board hereby requests the Local Government Commission of North Carolina to approve such proposed agreement under Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

Section 4. The law firm of Robinson, Bradshaw and Hinson, P.A., Charlotte, North Carolina, is hereby confirmed as special counsel to the County in connection with such proposed agreement.

Section 5. This resolution shall take effect immediately upon its passage.

Upon consideration of the foregoing resolution and motion duly made and seconded, the foregoing resolution was passed by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

Thereupon, the Chair of the Board of Commissioners for the County of Alamance, North Carolina (the "County") announced that this was the hour, day and place fixed for the public hearing for the purpose of considering whether the Board of Commissioners for the County (the "Board of Commissioners") should approve a proposed installment financing agreement and certain related documents pursuant to G.S. §160A-20, as amended, for the purpose of providing funds in an amount not to exceed \$6,500,000, with other available funds, for the construction and other accomplishment of the project hereinafter described (the "Project"). The County would secure the repayment by it of moneys advanced pursuant to such proposed agreement by granting a security interest in a portion of the Project and certain related property.

The Project consists of the reconstruction, renovation or repair of various buildings and other facilities and is further described as follows:

Human Services Center Wall Repair	Repair of the former Same Day Surgery wing using an EIFS material.
Old Courthouse	Replace all windows and exterior doors; new HVAC for entire building; renovate courtroom, jury room, attorneys' room, judge's chambers, small claims court hearing room, file rooms, two vacant rooms and bathrooms; waterproof building; install ADA ramp; landscape and make other improvements.
County Office Building/Court Annex	Renovate first floor restrooms to make them ADA compliant and possibly install canopy on front of new entrance.
Cedarock Park	Construct new restroom facility and new maintenance building and stabilize historic Curtis house.
Repair/Renovation/ADA	Replace ramp at Sheriff's Department; modify HVAC system at Agricultural building; replace windows/doors and waterproof Environmental Services building; and waterproof MIS training facility.
Roofing Bundle	Replace roofs at the following locations: (1) Human Services Center, (2) Register of Deeds, (3) Elderly Services, (4) Central Permitting, and (5) Environmental Health.
Paving Bundle	Repave the following parking lots/roads: (1) County Office Building/Sheriff's Department, (2) Criminal Courts, (3) Agricultural Building, (4) Environmental Services, (5) Elderly Services, (6) Family Justice Center/Fire Marshal's Office, (7) Cedarock Park, and (8) Human Services Center.

Notice of this public hearing was published in The Times-News not less than 10 days before the date of this public hearing.

The County Manager and the Finance Officer of the County then described the Project as currently proposed and the current plan of the County to finance a portion of the cost of the Project.

The County Manager and the Finance Officer of the County then presented and described a proposal to finance a portion of the cost of the Project that the County had received from RBC Bank in response to the County's request for such a proposal to finance a portion of the cost of the Project. Such proposal (the "Proposal") appears to be the most appropriate of the proposals received by the County to meet its needs under existing circumstances and constitutes the proposed agreement that is the subject of this public hearing.

The Chair of the Board of Commissioners then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on such matters.

No one appeared, either in person or by attorney, to be heard on such matters and the Clerk to the Board of Commissioners announced that no written statement relating to such matters had been received.

NOTE: One or more of the following clauses may be added after the last sentence on the preceding page:

except _____, residing at _____, who appeared in person and stated _____.

except _____, Esq., who stated that he represented _____, residing at _____, who wishes to state _____.

except _____, who presented a statement signed by _____ persons, which statement was read and ordered spread upon the minutes, and is as follows: [If any written statement is presented it should be inserted in full in the minutes at this point, including names of signers, if such insertion is practicable].

All of the foregoing statements were duly considered by the Board of Commissioners.

[Remove this page from the proceedings prior to their certification.]

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the Board of Commissioners determined to proceed with the proposed financing of a portion of the cost of the Project and approve on a preliminary basis the Proposal to finance a portion of the cost of the Project in an amount not to exceed \$6,500,000 substantially as presented. Such motion was approved by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

Thereupon, the Chair of the Board of Commissioners announced that the public hearing was closed.

* * * * *

I, Patricia H. Jones, Clerk to the Board of Commissioners for the County of Alamance, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on February 1, 2010 as relates in any way to the matters described therein and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board, beginning on page ____ and ending on page ____.

I HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held in the Board of Commissioners' Meeting Room in the County Office Building at 124 West Elm Street, in Graham, North Carolina, on the first and third Mondays of each month at 7:00 P.M., except that a meeting scheduled to be held on a holiday will be held on the next succeeding day that is not a holiday at the same place and

time, has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. §143-318.12.

WITNESS my hand and the corporate seal of said County, this _____ day of February 2010.

Clerk to the Board of Commissioners



RBC Bank™

Public and Institutional Banking
301 Fayetteville Street, Suite 1100
Raleigh, NC 27601
(919) 788-5430 phone
(919) 788-5515 fax
(888) 680-5064

January 27, 2010

Amy W. Weaver
Finance Officer
County of Alamance
124 West Elm Street, Suite 208
Graham, NC 27253

RE: Various Capital Projects

Dear Amy:

RBC Bank is pleased to indicate our interest in providing financing for the County of Alamance for various capital projects.

We are excited about the prospects of developing a stronger partnership with the County. If there are any questions related to the enclosed proposal, please do not hesitate to call me at (919) 788-5430. I look forward to hearing from you and working with you on this transaction.

Sincerely,

James M. Hansen
Director
Public & Institutional Banking

INSTALLMENT FINANCING AGREEMENT PROPOSAL

RBC Bank is pleased to respond to your request for a loan to finance various capital projects for the County. The terms and conditions of our proposal are as follows:

Borrowing Entity:	County of Alamance, North Carolina (the “County”)
Secured Party:	RBC Bank or its nominee (the “Bank”)
Project Description:	To provide financing for various County projects (the “Project”)
Anticipated Funding Date:	On or before March 19, 2010
Term	Ten (10) years
<u>Financing A:</u>	Recovery Zone Economic Development Bonds Program, Taxable
Program Description:	Under the Recovery Zone Economic Development Bonds Program, the County will receive a rebate from the Federal Government in an amount equal to 45% of the interest paid on the Bond.
Total Amount to Finance:	Not to exceed \$3,000,000.00
Interest Rate	5.41%
Payment Amount:	\$150,000.00 Equal principal plus interest paid semiannually (in arrears) (Attached Schedule A)
Effective Rate:	2.9755% Takes into consideration the Federal Rebate of the Recovery Zone Economic Development Bonds Program.
<u>Financing B:</u>	Build America Bonds Program, Taxable
Program Description:	Under the Build America Bonds Program, the County will receive a rebate from the Federal Government in an amount equal to 35% of the interest paid on the Bond.
Total Amount to Finance:	Not to exceed \$2,900,000.00
Interest Rate:	5.41%
Payment Amount:	\$145,000.00 Equal principal plus interest paid semiannually (in arrears) (Attached Schedule B)
Effective Rate:	3.5165% Takes into consideration the Federal Rebate of the Build America Bonds Program.

Prepayment Penalty:	Prepayment of the loan will be subject to a yield maintenance fee equal to the present value of the daily lost cash flow to RBC Bank based upon the difference between the interest rate under the Installment Finance Agreement and the rate on a new loan of similar amount with the same remaining maturity to a similar borrower. The discount rate for calculating the present value will be the current rate offered by RBC Bank for a new loan of the similar amount with the same remaining maturity to a similar borrower, as determined by RBC Bank in its reasonable discretion, which discretion shall be conclusive absent a showing of bad faith or manifest error. Any prepayment of the Installment Financing Agreement will be subject to a minimum fee of one-half percent (.5%). In the event that the Federal Government terminates the Recovery Zone Economic Redevelopment Bonds Program or the Build America Bonds Program and discontinues interest rebate payments to the County, the Bank will allow prepayment of the Bond at a penalty of 1% of the outstanding principal balance.
Type of Financing:	The Installment Financing Agreement will include language compliant with NC General Statute Section 160A-20.
Funding:	At closing, the proceeds of the loan will be placed in an Escrow Account under the Escrow Deposit Agreement.
Escrow Fund:	RBC Bank will set up and administer the Escrow Fund under the Escrow Deposit Agreement and invest it in RBC Bank's Public Funds Account for the County's benefit. Interest earnings accrued as a result of investment of the funds will be added to the balance of the Escrow Account and will be available to pay Project costs. There will be no charge for the initial set-up of this account.
Non-Appropriation:	The County will agree that an appropriation sufficient to satisfy the debt service will be included in its budgeting proposal process.
Title and Security Interest:	Deed of Trust on the County's Jail. RBC Bank will have a first lien position on the County's Jail.
Conditions:	In order for RBC Bank to provide financing for the Project, the following condition(s) must be met at or prior to closing: <ol style="list-style-type: none"> 1. Total Bank fees will be \$10,000.00. The County shall also be responsible for all costs associated with obtaining or providing surveys, insurance, and title insurance. 2. All financing documentation, including, but not limited to, Deed of Trust, Certificates and Opinions will be subject to final satisfactory review and approval by the Bank and Bank's Counsel. Bank will review documents prepared by the County's Counsel. 3. Satisfaction of the conditions detailed on the attached Addendum A. 4. Legal opinions from counsel satisfactory to the Bank concerning enforceability, validity of the transaction to the Bank shall be provided with all associated costs to be paid by the County. 5. Evidence of LGC approval.

February 1, 2010

Proposal Expiration: The Bank must be notified by 5:00 p.m. that our bid will be recommended to the governing body for approval.

February 15, 2010

Proposal Acceptance: The governing body must accept the proposal by this date. Upon acceptance, please return a signed copy of this letter to RBC Bank.

March 19, 2010

Funding Date: The interest rate and payments will be valid for funding through this date. If this loan is not closed by the funding date, the quoted interest rate and payments are subject to change based on current market conditions, unless extended by RBC Bank.

This letter expresses the willingness of RBC Bank to seek the additional approvals necessary for this transaction and is delivered to you with the understanding that its contents will be kept strictly confidential.

A final commitment will require the prior approval of RBC Bank’s credit committee, documents in an acceptable form, and the negotiation of a definitive structure. Once this proposal is accepted by the governing body, please sign below and return this letter to RBC Bank.

If you have any questions, please feel free to call or e-mail me at (919) 788-5430 or jim.hansen@rbc.com.

Sincerely,



James M. Hansen
Director
Public & Institutional Banking

Proposal Accepted By:

Signature: _____

Name: _____

Date: _____

Addendum A

Real Property Requirements

If the Financing Proposal is committed by the Bank, the County understands and agrees that the Bank shall require in form and content satisfactory to the Bank and its counsel the items marked in the following list:

- 1. **Deed of Trust** – The Installment Financing Agreement shall be secured by a first lien deed of trust (“the Deed of Trust”) on the Project and improvements to the Project. The description of the Project contained in or attached to the Deed of Trust shall conform to the survey referred to in paragraph 4 below (if required). The Deed of Trust shall specify, among other things, that the Bank shall have the right to inspect the premises on reasonable notice at reasonable times.
- 2. **UCC Financing Statements** – UCC financing Statements, properly recorded, providing a first lien on equipment and other items and types of personal property now owned or hereafter acquired and located upon the property and used or useable in the operation and maintenance of the improvements;
- 3. **Title Insurance** – A title insurance policy in an amount and issued by a company acceptable to the Bank insuring the Bank’s first lien position. The policy shall contain no matters objectionable to the Bank, including, without limitation, exceptions with respect to mechanics’ and materialmen’s liens, prior years’ taxes, matters of survey, deed restrictions, etc.
- 4. **Boundary Survey.** Prior to closing a survey containing all setback and side lines, all existing or proposed buildings, and all streets, roads, rights-of-way, easements, encroachments, etc. must be provided.
- 5. **Hazard Insurance** – A hazard insurance policy to include fire, vandalism and malicious mischief, and extended coverage. The insurance policy must be in an amount sufficient to avoid co-insurance liability and equal to at least the amount of the loan. The insurance policy shall be issued by a company licensed to do business in North Carolina or through the North Carolina Association of County Commissioners Risk Management Pools or North Carolina League of Municipalities Interlocal Risk Financing Fund of North Carolina and shall contain a standard mortgagee clause designating the Bank as loss payee. As soon as construction of the improvements is completed, the policy shall be converted to a permanent fire and hazard insurance policy and shall be in an amount sufficient to avoid co-insurance liability and equal to the total replacement value or the amount of the loan, whichever is greater.
- 6. **Flood Insurance** – A flood insurance policy if the property is located in a “special flood, mudslide, or erosion hazard area.” The flood insurance policy shall be in the amount of the loan or the maximum amount of coverage available, whichever is less, and shall contain a standard mortgagee clause designating the Bank as loss payee.
- 7. **Environmental** - The County shall provide to the Bank a completed Environmental Questionnaire on the form provided by the Bank or, as deemed necessary by the Bank, a Phase I Environmental Survey.

Schedule A

County of Alamance

Compound Period Semiannual
 Nominal Annual Rate 5.41%
 Effective Rate 2.9755%

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	19-Mar-10	3,000,000.00	1		
2	Payment	19-Sep-10	150,000.00	20	Semiannual	3/19/2020
	Fixed Payment (+ Interest)					

AMORTIZATION SCHEDULE - Normal Amortization 360 Day Year

#	Date	Payment	Interest	Principal	Balance	RZEDB Rebate	Interest Cost After Rebate	Total Payment After Rebate
Loan	19-Mar-10				3,000,000.00			
2010 Totals		0.00	0.00	0.00				
1	19-Sep-10	231,150.00	81,150.00	150,000.00	2,850,000.00	36,517.50	44,632.50	194,632.50
2	19-Mar-11	227,092.50	77,092.50	150,000.00	2,700,000.00	34,691.63	42,400.88	192,400.88
2011 Totals		458,242.50	158,242.50	300,000.00				387,033.38
3	19-Sep-11	223,035.00	73,035.00	150,000.00	2,550,000.00	32,865.75	40,169.25	190,169.25
4	19-Mar-12	218,977.50	68,977.50	150,000.00	2,400,000.00	31,039.88	37,937.63	187,937.63
2012 Totals		442,012.50	142,012.50	300,000.00				378,106.88
5	19-Sep-12	214,920.00	64,920.00	150,000.00	2,250,000.00	29,214.00	35,706.00	185,706.00
6	19-Mar-13	210,862.50	60,862.50	150,000.00	2,100,000.00	27,388.13	33,474.38	183,474.38
2013 Totals		425,782.50	125,782.50	300,000.00				369,180.38
7	19-Sep-13	206,805.00	56,805.00	150,000.00	1,950,000.00	25,562.25	31,242.75	181,242.75
8	19-Mar-14	202,747.50	52,747.50	150,000.00	1,800,000.00	23,736.38	29,011.13	179,011.13
2014 Totals		409,552.50	109,552.50	300,000.00				360,253.88
9	19-Sep-14	198,690.00	48,690.00	150,000.00	1,650,000.00	21,910.50	26,779.50	176,779.50
10	19-Mar-15	194,632.50	44,632.50	150,000.00	1,500,000.00	20,084.63	24,547.88	174,547.88
2015 Totals		393,322.50	93,322.50	300,000.00				351,327.38
11	19-Sep-15	190,575.00	40,575.00	150,000.00	1,350,000.00	18,258.75	22,316.25	172,316.25
12	19-Mar-16	186,517.50	36,517.50	150,000.00	1,200,000.00	16,432.88	20,084.63	170,084.63
2016 Totals		377,092.50	77,092.50	300,000.00				342,400.88
13	19-Sep-16	182,460.00	32,460.00	150,000.00	1,050,000.00	14,607.00	17,853.00	167,853.00
14	19-Mar-17	178,402.50	28,402.50	150,000.00	900,000.00	12,781.13	15,621.38	165,621.38
2017 Totals		360,862.50	60,862.50	300,000.00				333,474.38

15	19-Sep-17	174,345.00	24,345.00	150,000.00	750,000.00	10,955.25	13,389.75	163,389.75
16	19-Mar-18	170,287.50	20,287.50	150,000.00	600,000.00	9,129.38	11,158.13	161,158.13
2018 Totals		344,632.50	44,632.50	300,000.00				324,547.88
17	19-Sep-18	166,230.00	16,230.00	150,000.00	450,000.00	7,303.50	8,926.50	158,926.50
18	19-Mar-19	162,172.50	12,172.50	150,000.00	300,000.00	5,477.63	6,694.88	156,694.88
2019 Totals		328,402.50	28,402.50	300,000.00				315,621.38
19	19-Sep-19	158,115.00	8,115.00	150,000.00	150,000.00	3,651.75	4,463.25	154,463.25
20	19-Mar-20	154,057.50	4,057.50	150,000.00	0.00	1,825.88	2,231.63	152,231.63
2020 Totals		312,172.50	12,172.50	300,000.00				306,694.88
Grand Totals		3,852,075.00	852,075.00	3,000,000.00		383,433.75	468,641.25	3,468,641.25

Schedule B

County of Alamance

Compound Period Semiannual
 Nominal Annual Rate 5.41%
 Effective Rate 3.5165%

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	19-Mar-10	2,900,000.00	1		
2	Payment	19-Sep-10	145,000.00	20	Semiannual	3/19/2020
	Fixed Payment (+ Interest)					

AMORTIZATION SCHEDULE - Normal Amortization 360 Day Year

#	Date	Payment	Interest	Principal	Balance	BAB Rebate	Interest Cost After Rebate	Total Payment After Rebate
Loan	19-Mar-10				2,900,000.00			
2010 Totals		0.00	0.00	0.00				
1	19-Sep-10	223,445.00	78,445.00	145,000.00	2,755,000.00	27,455.75	50,989.25	195,989.25
2	19-Mar-11	219,522.75	74,522.75	145,000.00	2,610,000.00	26,082.96	48,439.79	193,439.79
2011 Totals		442,967.75	152,967.75	290,000.00				389,429.04
3	19-Sep-11	215,600.50	70,600.50	145,000.00	2,465,000.00	24,710.18	45,890.33	190,890.33
4	19-Mar-12	211,678.25	66,678.25	145,000.00	2,320,000.00	23,337.39	43,340.86	188,340.86
2012 Totals		427,278.75	137,278.75	290,000.00				379,231.19
5	19-Sep-12	207,756.00	62,756.00	145,000.00	2,175,000.00	21,964.60	40,791.40	185,791.40
6	19-Mar-13	203,833.75	58,833.75	145,000.00	2,030,000.00	20,591.81	38,241.94	183,241.94
2013 Totals		411,589.75	121,589.75	290,000.00				369,033.34
7	19-Sep-13	199,911.50	54,911.50	145,000.00	1,885,000.00	19,219.03	35,692.48	180,692.48
8	19-Mar-14	195,989.25	50,989.25	145,000.00	1,740,000.00	17,846.24	33,143.01	178,143.01
2014 Totals		395,900.75	105,900.75	290,000.00				358,835.49
9	19-Sep-14	192,067.00	47,067.00	145,000.00	1,595,000.00	16,473.45	30,593.55	175,593.55
10	19-Mar-15	188,144.75	43,144.75	145,000.00	1,450,000.00	15,100.66	28,044.09	173,044.09
2015 Totals		380,211.75	90,211.75	290,000.00				348,637.64
11	19-Sep-15	184,222.50	39,222.50	145,000.00	1,305,000.00	13,727.88	25,494.63	170,494.63
12	19-Mar-16	180,300.25	35,300.25	145,000.00	1,160,000.00	12,355.09	22,945.16	167,945.16
2016 Totals		364,522.75	74,522.75	290,000.00				338,439.79
13	19-Sep-16	176,378.00	31,378.00	145,000.00	1,015,000.00	10,982.30	20,395.70	165,395.70
14	19-Mar-17	172,455.75	27,455.75	145,000.00	870,000.00	9,609.51	17,846.24	162,846.24
2017 Totals		348,833.75	58,833.75	290,000.00				328,241.94

15	19-Sep-17	168,533.50	23,533.50	145,000.00	725,000.00	8,236.73	15,296.78	160,296.78
16	19-Mar-18	164,611.25	19,611.25	145,000.00	580,000.00	6,863.94	12,747.31	157,747.31
2018 Totals		333,144.75	43,144.75	290,000.00				318,044.09
17	19-Sep-18	160,689.00	15,689.00	145,000.00	435,000.00	5,491.15	10,197.85	155,197.85
18	19-Mar-19	156,766.75	11,766.75	145,000.00	290,000.00	4,118.36	7,648.39	152,648.39
2019 Totals		317,455.75	27,455.75	290,000.00				307,846.24
19	19-Sep-19	152,844.50	7,844.50	145,000.00	145,000.00	2,745.58	5,098.93	150,098.93
20	19-Mar-20	148,922.25	3,922.25	145,000.00	0.00	1,372.79	2,549.46	147,549.46
2020 Totals		301,766.75	11,766.75	290,000.00				297,648.39
Grand Totals		3,723,672.50	823,672.50	2,900,000.00		288,285.38	535,387.13	3,435,387.13

A regular meeting of the Board of Commissioners for the County of Alamance, North Carolina, was held in the Board of Commissioners' Meeting Room in the County Office Building at 124 West Elm Street, in Graham, North Carolina, the regular place of meeting, at 7:00 P.M. on February 1, 2010.

Present: Chair Linda H. Massey, presiding, and Commissioners _____

_____.

Absent: _____.

Commissioner _____ introduced the following resolution, a copy of which had been made available to each Commissioner and which was read by its title:

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ALAMANCE, NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE SAID COUNTY FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES IN CONNECTION WITH THE CONSTRUCTION OF A CAREER AND TECHNICAL HIGH SCHOOL.

WHEREAS, the County of Alamance, North Carolina (the "County"), is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the County or The Alamance – Burlington Board of Education (the "Board of Education") will pay, on and after the date hereof, certain expenditures in connection with the construction of a Career and Technical High School and the acquisition of land and equipment (other than personal computers and similar technology) therefor (the "Project"); and

WHEREAS, the Board of Commissioners for the County (the "Board") has determined that certain moneys to be advanced on and after the date hereof by the County or the Board of Education to pay such expenditures (the "Expenditures") are available only for a temporary period and it will be necessary to reimburse the County for the Expenditures from the proceeds

of one or more qualified school construction bonds of the County in the form of one or more installment financings that are expected to be authorized by the Board (collectively, the “Financings”) in accordance with Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Board hereby declares the County’s intent to reimburse the County with the proceeds of the Financings for the Expenditures made on and after the date hereof. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financings.

Section 2. Each Expenditure will be (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Financings, (c) a nonrecurring item that is not customarily payable from current revenues or (d) a grant to a party that is not related to or an agent of the County or the Board of Education so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County or the Board of Education.

Section 3. The maximum principal amount of the Financings expected to be entered into with respect to the Project is \$4,991,903.

Section 4. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County’s use of proceeds of the Financings to reimburse an Expenditure, no later than 18 months after the date on which the Expenditure is paid.

Section 5. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution was passed by the following vote:

Ayes: Commissioners _____
_____.

Noes: _____.

Thereupon, Commissioner _____ introduced the following resolution, a copy of which had been provided to each Commissioner and which was read by its title:

RESOLUTION MAKING CERTAIN DETERMINATIONS CONCERNING A PROPOSED INSTALLMENT FINANCING AGREEMENT TO FINANCE A PORTION OF THE COST OF A CAREER AND TECHNICAL HIGH SCHOOL AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the County of Alamance, North Carolina (the “County”) is considering entering into an installment financing agreement and certain related documents pursuant to G.S. §160A-20, as amended, under which the County would obtain financing of a portion of the cost of a project consisting of the construction of a Career and Technical High School and the acquisition of land and equipment (other than personal computers and similar technology) therefor on a site that is to be sold by The Alamance-Burlington Board of Education to the County (the “Project”), which financing is not expected to exceed \$4,991,903, and it is necessary to provide for certain related matters at this time;

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

Section 1. The Board of Commissioners for the County (the “Board”) hereby finds and determines in connection with such proposed agreement that (a) the proceeds of such

proposed agreement will be used to finance a portion of the cost of the Project to meet an urgent need for improved school facilities constituting the Project to serve the residents of the County and, accordingly, such proposed agreement is necessary or expedient for the County, (b) such proposed agreement, under current circumstances, is preferable to a bond issue of the County for financing the same purpose because there is not sufficient time to authorize and issue bonds of the County prior to the time when funds will be needed for such purpose, (c) the sums estimated to fall due under such proposed agreement are adequate and not excessive for its proposed purpose because they are based upon the County's best estimate of the cost of the Project, (d) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law, (e) any increase in taxes necessary to meet the sums estimated to fall due under such proposed agreement will not be excessive because the County expects that it will not be necessary to increase taxes for such purpose and (f) the County is not in default regarding any of its debt service obligations.

Section 2. The County Manager, the Finance Officer and the County Attorney of the County are each hereby designated as a representative of the County to file an application for approval of such proposed agreement with the Local Government Commission of North Carolina and are authorized to take such other actions as may be advisable in connection with the negotiation of such proposed agreement and the development of the related financing; and all actions heretofore taken by any of such officers or any other officer of the County relating to such matter on behalf of the County are hereby approved, ratified and confirmed.

Section 3. The Board hereby requests the Local Government Commission of North Carolina to approve such proposed agreement under Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

Section 4. The law firm of Robinson, Bradshaw and Hinson, P.A., Charlotte, North Carolina, is hereby confirmed as special counsel to the County in connection with such proposed agreement.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion duly made and seconded, the foregoing resolution was passed by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

Thereupon, the Chair of the Board of Commissioners for the County of Alamance, North Carolina (the "County") announced that this was the hour, day and place fixed for the public hearing for the purpose of considering (a) whether the Board of Commissioners for the County (the "Board of Commissioners") should approve a proposed installment financing agreement and certain related documents pursuant to G.S. §160A-20, as amended, for the purpose of providing funds in an amount not to exceed \$4,991,903, with other available funds, for the construction and other accomplishment of the project hereinafter described (the "Project") and (b) whether the County should acquire the fee of any lesser interest in the real and personal property included in the Project for use by the Alamance-Burlington School System in order to proceed with a plan by the County and The Alamance-Burlington Board of Education (the "Board of Education") for the financing of a portion of the cost of the Project. The County would secure the repayment by it of moneys advanced pursuant to such proposed agreement by granting a security interest in a portion of the Project and certain related property.

The Project consists of the construction of a Career and Technical High School and the acquisition of land and equipment (other than personal computers and similar technology) therefor on a site that is to be sold by the Board of Education to the County.

Notice of this public hearing was published in The Times-News not less than 10 days before the date of this public hearing.

The County Manager and the Finance Officer of the County then described the Project as currently proposed and the current plan of the County to finance a portion of the cost of the Project.

The County Manager and the Finance Officer of the County then presented and described a proposal to finance a portion of the cost of the Project that the County had received from Branch Banking and Trust Company in response to the County's request for such a proposal to finance a portion of the cost of the Project. Such proposal (the "Proposal") constitutes the proposed agreement that is the subject of this public hearing.

The Chair of the Board of Commissioners then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on such matters.

No one appeared, either in person or by attorney, to be heard on such matters and the Clerk to the Board of Commissioners announced that no written statement relating to such matters had been received.

NOTE: One or more of the following clauses may be added after the last sentence on the preceding page:

except _____, residing at _____, who appeared in person and stated _____.

except _____, Esq., who stated that he represented _____, residing at _____, who wishes to state _____.

except _____, who presented a statement signed by _____ persons, which statement was read and ordered spread upon the minutes, and is as follows: [If any written statement is presented it should be inserted in full in the minutes at this point, including names of signers, if such insertion is practicable].

All of the foregoing statements were duly considered by the Board of Commissioners.

[Remove this page from the proceedings prior to their certification.]

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the Board of Commissioners determined (a) to proceed with the proposed financing of a portion of the cost of the Project and approve on a preliminary basis the Proposal to finance a portion of the cost of the Project in an amount not to exceed \$4,991,903 substantially as presented and (b) to acquire the fee or any lesser interest in the real and personal property included in the Project for use by the Alamance-Burlington School System in order to proceed with a plan by the County and the Board of Education for the financing of a portion of the cost of the Project. Such motion was approved by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

Thereupon, the Chair of the Board of Commissioners announced that the public hearing was closed.

* * * * *

I, Patricia H. Jones, Clerk to the Board of Commissioners for the County of Alamance, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on February 1, 2010 as relates in any way to the matters described therein and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board, beginning on page ____ and ending on page ____.

I HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held in the Board of Commissioners' Meeting Room in the County Office Building at 124 West Elm Street, in Graham, North Carolina, on the

first and third Mondays of each month at 7:00 P.M., except that a meeting scheduled to be held on a holiday will be held on the next succeeding day that is not a holiday at the same place and time, has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. §143-318.12.

WITNESS my hand and the corporate seal of said County, this ____ day of February 2010.

Clerk to the Board of Commissioners

Governmental Finance Group
5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
(704) 954-1700

January 21, 2010

Amy Weaver
Finance Director
Alamance County
124 West Elm Street
Graham, North Carolina 27253

Dear Amy:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this term sheet for the Qualified School Construction Bond financing requested by the County (“Alamance County”).

- (1) **Project:** Qualified School Construction Facility Projects (QSCB)
- (2) **Amount to Be Financed:** \$4,991,903
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>Rate</u>
15yrs	Not to Exceed 2.50%

Payments shall be level principal annually in arrears. The underwriting of the financing shall be a fully amortizing transaction for the term of 15 years. See the attached amortization schedule(s) for information on payments.

Closing of the financing is contingent upon credit approval, completing documentation acceptable to BB&T and upon acceptable real property to BB&T. BB&T shall deposit the borrowed proceeds in an interest bearing construction project fund on behalf of the County to be used for project expenses.

Remuneration for the underwriting and origination shall be \$23,700.00 which shall include all legal documents with opinions and reviews necessary to BB&T to correctly document this transaction as noted in the Recovery Act of 2009. All applicable taxes, surveys, zoning, appraisals, permits, costs of environmental studies, title insurance premiums, LGC approval fees, costs of counsel for the County and

any other costs shall be the County's responsibility and separately payable by the County. The QSCB shall be a non prepayable transaction due to the tax credit derived by BB&T.

The stated interest rate assumes that the County shall comply with IRS Code Sections 141, 148, 149(e) and the financing shall be a qualified Qualified School Construction Bond. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing does not qualify as a QSCB financing.

(4) Security:

This financing shall be secured by a first lien security interest on all real estate and personal property (if applicable) designated for or acquired with financing proceeds as determined by BB&T and Alamance County.

(5) Financing Documents:

BB&T and its counsel shall prepare the financing agreement and deed of trust and all documentation for the County. We shall provide a sample of those documents to you for the underwriting.

* * * * *

BB&T appreciates the opportunity to provide this financing term sheet and requests to be notified within ten days of this term sheet should BB&T be the successful provider..

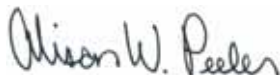
BB&T shall have the right to cancel this offer by notifying the County of its election to do so (whether or not this offer has previously been accepted by the County) if at any time prior to the closing there is a material adverse change in the County's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the County or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

A form of a resolution that your governing board can use to award the financing to BB&T and specify the requirements for the Qualified School Construction Bond shall be sent once BB&T is notified.

Please call me at 336.376.0254 or Louis Loyd at 704.954.1700 with your questions and comments. We look forward to talking with you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Alison W. Peeler
Senior Vice President

Enclosure

Alamance County, North Carolina

Compound Period: Annual

Nominal Annual Rate: 2.500 %

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	05/10/2010				4,991,903.00
2010 Totals		0.00	0.00	0.00	
1	05/10/2011	457,591.11	124,797.58	332,793.53	4,659,109.47
2011 Totals		457,591.11	124,797.58	332,793.53	
2	05/10/2012	449,271.27	116,477.74	332,793.53	4,326,315.94
2012 Totals		449,271.27	116,477.74	332,793.53	
3	05/10/2013	440,951.43	108,157.90	332,793.53	3,993,522.41
2013 Totals		440,951.43	108,157.90	332,793.53	
4	05/10/2014	432,631.59	99,838.06	332,793.53	3,660,728.88
2014 Totals		432,631.59	99,838.06	332,793.53	
5	05/10/2015	424,311.75	91,518.22	332,793.53	3,327,935.35
2015 Totals		424,311.75	91,518.22	332,793.53	
6	05/10/2016	415,991.91	83,198.38	332,793.53	2,995,141.82
2016 Totals		415,991.91	83,198.38	332,793.53	
7	05/10/2017	407,672.08	74,878.55	332,793.53	2,662,348.29
2017 Totals		407,672.08	74,878.55	332,793.53	
8	05/10/2018	399,352.24	66,558.71	332,793.53	2,329,554.76
2018 Totals		399,352.24	66,558.71	332,793.53	
9	05/10/2019	391,032.40	58,238.87	332,793.53	1,996,761.23
2019 Totals		391,032.40	58,238.87	332,793.53	
10	05/10/2020	382,712.56	49,919.03	332,793.53	1,663,967.70
2020 Totals		382,712.56	49,919.03	332,793.53	
11	05/10/2021	374,392.72	41,599.19	332,793.53	1,331,174.17
2021 Totals		374,392.72	41,599.19	332,793.53	
12	05/10/2022	366,072.88	33,279.35	332,793.53	998,380.64
2022 Totals		366,072.88	33,279.35	332,793.53	
13	05/10/2023	357,753.05	24,959.52	332,793.53	665,587.11
2023 Totals		357,753.05	24,959.52	332,793.53	
14	05/10/2024	349,433.21	16,639.68	332,793.53	332,793.58
2024 Totals		349,433.21	16,639.68	332,793.53	
15	05/10/2025	341,113.37	8,319.79	332,793.58	0.00
2025 Totals		341,113.37	8,319.79	332,793.58	
Grand Totals		5,990,283.57	998,380.57	4,991,903.00	

Addendum to
Proposal/Agreement Number _____
Between
Alamance County
and

The above referenced Proposal/Agreement is hereby amended by adding a new paragraph as follows:

E-Verify.

The parties hereby stipulate that the contractor shall use the E-Verify system established and maintained by the United States Department of Homeland Security to ensure that all contractor and subcontractor employees meet the employment eligibility requirements as set forth in the federal laws, rules and regulations and further that the contractor and subcontractor shall maintain E-Verify records and make them immediately available upon the written request of Alamance County.

Contractor

By: _____

Alamance County

By: _____

Applicant Information

Date of Initial Application	2/1/2010		
Applicant Name	Ms. Ann	Cyrus	
Mailing Address	402 Holt Avenue	Graham	NC 27253
Home Address	Same		
Home Phone Number	222-8790		
Employer and Address:	Retired		
Work Phone Number			

E-Mail Address	FAX Number	Race	Sex
CyrusJamaica@hotmail.com			Female
Number of Years as Alamance County Resident	1 Year		
Residence Located in Which Section of Alamance County (Township/City/Area of County)	Graham		

Additional Comments

Appoint to the Adult Care Home Community Advisory Committee on February 1, 2010, through December 31, 2010.

Boards Applied For

Boards Applied For
Adult Care Home Community Advisory Committee

COMMISSIONERS COMMITTEE ASSIGNMENTS - 2010

E. Boswell	Board of Health	Bi Monthly 3rd Tuesday 6:30PM
	Planning Board	2nd Thursday 7:00PM
	Transportation Advisory Committee	Quarterly - 7:00PM
	Board Of Education Liaison	4th Monday 6:30 Auditorium
	Animal Services Task Force	Bi Monthly
B. Lashley	Piedmont Authority for Regional Transportation	2nd Wednesday - 8:30AM
	Piedmont Food & Agricultural Processing Ctr.	Meets as called
	Recreation and Parks	3rd Tuesday- 6PM
	Alamance County Transportation Authority	3rd Wednesday - 8:30AM
	Animal Services Task Force	Bi Monthly
L. Massey	Children's Executive Oversight Committee	4th Tuesday-8:00 Depot
	Healthy Alamance	Bi Monthly 2nd Monday 12-1
	Council on Government	Bi Monthly 3rd Wed - 12:15PM
	Mental Health Board	1st Tuesday - 6:30 PM
	Executive Board PTCOG Greensboro Office	2nd Tuesday - 5:30PM
	Legislative Liaison (NCACC) Various Counties	Meets as Called
	Economic Development Committee	Meets as Called
T. Sutton	Juvenile Crime Prevention Council	3rd Tuesday - 12 noon
	Welfare Reform Planning Committee	Meets as called
	Library Committee	Quarterly - Feb, May, Aug. Nov - Tuesday - 12 Noon
A. Vaughan	Criminal Justice Partnership Advisory Board	Quarterly, Monday 12:15 PM
	Planning Committee for Services to the Elderly	2nd Tuesday - 8:30 AM
	Alamance Citizens for Education Ex Officio	Bi Monthly 3rd Wed - Noon
	Personnel Committee	Meets as called
	Insurance Committee	Meets as called
	Social Services Board	4th Thursday - 12 Noon



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

January 14, 2010

ALAMANCE COUNTY

Mr. Craig Honeycutt
County Manager
Alamance County
124 West Elm Street
Graham, North Carolina 27253

SUBJECT: Request for Road Addition
Millstone Place
Millstone Subdivision

Dear Mr. Honeycutt:

Please find attached is Form SR-4 Secondary Road Addition Investigation Report, Form SR-1 Petition for Road Addition, Plat and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

C.N. Edwards, Jr., P.E.
District Engineer

Attachments
CNE/tcs

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: ALAMANCE Co. File No: A-08-15 Date: 9-3-09
 Township: COBLE Div. File No: _____ Div. No: 7

Local Name: MILLSTONE PLACE Subdivision Name: MILLSTONE
 Length: 0.21 Width: 20' Surface Type: I-2 PVMT Condition: GOOD
 Surface Thickness: 1.5" Base Type: ABC Base Thickness: 8"

*Bridges Yes___ No X * Pipe > 48" Yes___ No X *Retaining Walls Within Right of Way Yes___ No X

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? YES

Recording Date: 8/30/2004 Book: 69 Page: 77

Number of homes having entrances into road: 4

Other uses having entrances into road: Subdivision collector road for West Millstone Drive.

Right-of-Way Width: 50 FT If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? YES

Is the County Commissioners Approval (SR-2) attached? YES If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? YES

Cost to place in acceptable maintenance condition: Total Cost: \$ 0.00

Grade, drain, stabilize: \$ 0.00 Drainage: \$ 0.00 Other: \$ 0.00

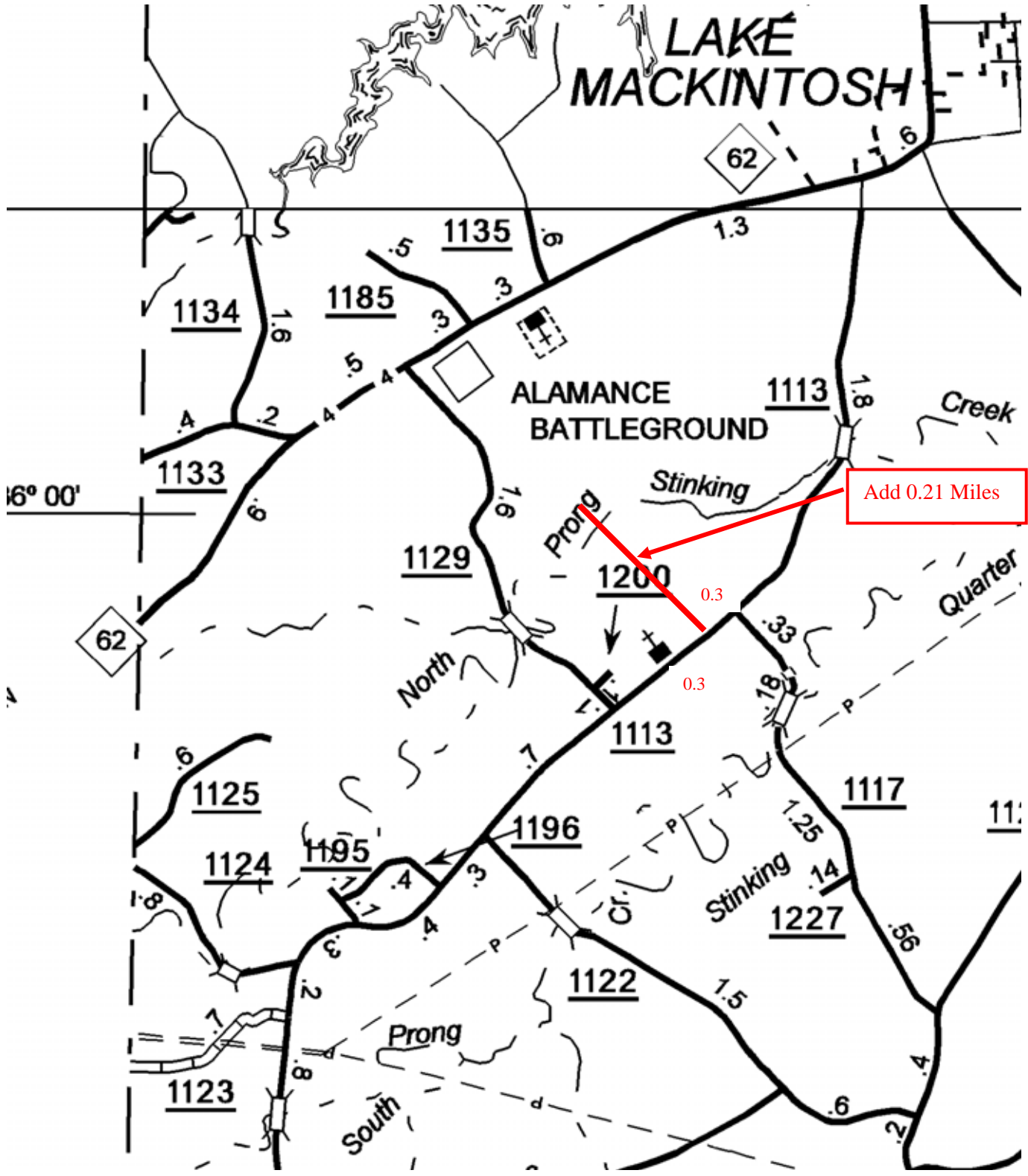
Remarks and Recommendations: Road meets minimum requirements. Recommend addition.

Submitted by: C.N. Edwards District Engineer Reviewed and Approved: J.M. Mills Division Engineer

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

January 14, 2010

ALAMANCE COUNTY

Mr. Craig Honeycutt
County Manager
Alamance County
124 West Elm Street
Graham, North Carolina 27253

SUBJECT: Request for Road Addition
Grace Landing Court
Grace Landing Drive
Grace Meadow Court
Olde Beechwood Court
Grace Landing Subdivision

Dear Mr. Honeycutt:

Please find attached is Form SR-4 Secondary Road Addition Investigation Report, Form SR-1 Petition for Road Addition, the recorded plats, and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

C.N. Edwards, Jr., P.E.
District Engineer

Attachments
CNE/tcs

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: ALAMANCE Co. File No: A-09-01 Date: 12-22-09
Township: MELVILLE Div. File No: _____ Div. No: 7

Local Name: GRACE LANDING DRIVE Subdivision Name: GRACE LANDING
Length: 0.28 Width: 20' Surface: I-2 PVMT Condition: GOOD
Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes___ No_X * Pipe > 48" Yes___ No_X *Retaining Walls Within Right of Way Yes___ No_X

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? YES

Recording Date: 68 Book: 400 Page: 04/29/04
69 205 11/18/04

Number of homes having entrances into road: 14

Other uses having entrances into road: Serves as collector road for subdivision

Right-of-Way Width: 50 FT If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? YES

Is the County Commissioners Approval (SR-2) attached? YES If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? YES

Cost to place in acceptable maintenance condition: Total Cost: \$ 0.00

Grade, drain, stabilize: \$ 0.00 Drainage: \$ 0.00 Other: \$ 0.00

Remarks and Recommendations: Road meets minimum requirements. Recommend addition

Submitted by: C.N. Edwards Reviewed and Approved: J.M. Mills
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: ALAMANCE Co. File No: A-09-01 Date: 12-22-09
 Township: MELVILLE Div. File No: _____ Div. No: 7

Local Name: GRACE LANDING COURT Subdivision Name: GRACE LANDING
 Length: 0.03 Width: 18' Surface Type: I-2 PVMT Condition: GOOD
 Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes___ No_X * Pipe > 48" Yes___ No_X *Retaining Walls Within Right of Way Yes___ No_X

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? YES

Recording Date: 68 Book: 400 Page: 04/29/04

Number of homes having entrances into road: 4

Other uses having entrances into road: None

Right-of-Way Width: 50 FT If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? YES

Is the County Commissioners Approval (SR-2) attached? YES If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? YES

Cost to place in acceptable maintenance condition: Total Cost: \$ 0.00

Grade, drain, stabilize: \$ 0.00 Drainage: \$ 0.00 Other: \$ 0.00

Remarks and Recommendations: Road meets minimum requirements. Recommend addition

Submitted by: C.N. Edwards Reviewed and Approved: J.M. Mills
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: ALAMANCE Co. File No: A-09-01 Date: 12-22-09
 Township: MELVILLE Div. File No: _____ Div. No: 7

Local Name: GRACE MEADOW COURT Subdivision Name: GRACE LANDING
 Length: 0.05 Width: 18' Surface Type: I-2 PVMT Condition: GOOD
 Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes___ No_X * Pipe > 48" Yes___ No_X *Retaining Walls Within Right of Way Yes___ No_X

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? YES

Recording Date: 69 Book: 205 Page: 11/18/04

Number of homes having entrances into road: 7

Other uses having entrances into road: None

Right-of-Way Width: 50 FT If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? YES

Is the County Commissioners Approval (SR-2) attached? YES If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? YES

Cost to place in acceptable maintenance condition: Total Cost: \$ 0.00

Grade, drain, stabilize: \$ 0.00 Drainage: \$ 0.00 Other: \$ 0.00

Remarks and Recommendations: Road meets minimum requirements. Recommend addition

Submitted by: C.N. Edwards Reviewed and Approved: J.M. Mills
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit Petition #
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**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: ALAMANCE Co. File No: A-09-01 Date: 12-22-09
Township: MELVILLE Div. File No: _____ Div. No: 7

Local Name: OLDE BEECHWOOD COURT Subdivision Name: GRACE LANDING
Length: 0.15 Width: 18' Surface: I-2 PVMT Condition: GOOD
Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes___ No_X * Pipe > 48" Yes___ No_X *Retaining Walls Within Right of Way Yes___ No_X

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? YES

Recording Date: 69 Book: 205 Page: 11/18/2004
71 88 08/04/2006

Number of homes having entrances into road: 7

Other uses having entrances into road: Serves as a connector road for Grace Meadow Court

Right-of-Way Width: 50 FT If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? YES

Is the County Commissioners Approval (SR-2) attached? YES If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? YES

Cost to place in acceptable maintenance condition: Total Cost: \$ 0.00

Grade, drain, stabilize: \$ 0.00 Drainage: \$ 0.00 Other: \$ 0.00

Remarks and Recommendations: Road meets minimum requirements. Recommend addition

Submitted by: C.N. Edwards Reviewed and Approved: J.M. Mills
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #



Chuck Mancillas
Director

ALAMANCE COUNTY
Emergency Medical Service

296 E. Crescent Square Drive

P.O. Box 27

Graham, NC 27253

chuck.mancillas@alamance-nc.com

(336) 570-6795

FAX: (336) 570-6375

Date: January 25, 2010

To: Craig Honeycutt
County Manager

From: Chuck Mancillas

RE: EMS Source Contract Renewal

Please find attached a contract renewal request. The approval of this document is required to maintain the EMS billing and collections service for Alamance County Emergency Medical Services.

EMS Source in Greensboro has performed admirably for this agency in their cash collection efforts for the delivery of our pre-hospital care and transportation services. EMS Source collected \$4,452,830.00 during the last fiscal year and has already collected over \$2,500,000.00 in our current fiscal year. I am confident that EMS Source will surpass \$5,000,000.00 of cash collections prior to our year end. Additionally, our cash collected per EMS transport has increased from our in-house effort of \$86.00 per transport to \$305.85 per transport. The collection rate is currently at 81.2%.

You will also find a summary of the Non-Emergency Transport Financial Analysis as you requested. I think that you will find this analysis favorable overall, but request that you review specifically the five summary points outlined in the non-emergency transport (NET) financial analysis.

I remain confident that the decision to outsource the billing and collections of our EMS services was a sound one and would be glad to discuss this matter with you at your convenience to answer any questions you might have.

I am requesting that the contract renewal be awarded to EMS Source and ask that this matter be placed on the Commissioner's agenda for their consideration at the February 1st, 2010 meeting. I will make myself available at that time to answer any questions. I will also have EMS Source management available at this meeting to address any questions that the Commissioner's might have for them, as well.

Thank you for your time and consideration.

Alamance County EMS Billing Service Agreement

THIS BILLING SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2010 (“Effective Date”) by and between EMS Source LLC, a North Carolina limited liability company (“Agency”) and Alamance County EMS (“Client”).

RECITALS

Agency is a bonded medical billing services company which provides medical billing and collection services to health care providers, including fire, rescue and emergency medical services providers.

Client is Alamance County EMS, which provides emergency medical services (“EMS”), and emergency medical transportation services (the “Services”) to Alamance County, North Carolina.

Client wishes to retain Agency to provide medical billing and collection services and Agency wishes to provide those services to Client, as more particularly set forth in this Agreement.

Therefore, Client and Agency agree as follows:

1. TERM.

Subject to Sections 6 and 7, this Agreement is effective for an initial term of one (1) year, (12 months) beginning on the Effective Date (the “Initial Term”), and will thereafter automatically renew for successive one (1) year terms, unless terminated earlier, as provided in Section 6 of this Agreement.

2. SERVICES OF AGENCY.

a) During the term of this Agreement, Agency shall provide routine billing, bill processing and fee collection services proficiently and professionally in a manner customary for an EMS provider.

Without limiting the generality of the foregoing, these services shall include the following:

(i) Agency shall prepare and submit all initial and secondary claims and bills for Client within three (3) working days of receipt of all necessary billing information.

- (ii) Agency shall perform reasonable and diligent routine collection efforts to secure payments from patients, primary and secondary payors and/or other entities, as appropriate.
- (iii) Agency shall issue patient statements for all unpaid balances on a regular basis, as mutually agreed upon by both parties.
- (iv) Agency may engage a professional and duly licensed collection agency to collect delinquent accounts. Client may elect for Agency to submit past due accounts for collections or write off remaining balances.
- (v) Agency shall promptly respond to and follow up with all insurance plans which are billed under the terms of this Agreement. Follow up procedures will generally begin on accounts thirty-five (35) days old showing no activity. As to those accounts which are wholly or partially billed directly to the patient as a result of the insurance and/or third party payor determining that such bills should be sent to the patient, Agency will send two follow-up bills to the patient unless the insurance carrier or third-party payor has accepted responsibility to pay.
- (vi) Agency will bill all uninsured patients directly. Upon receiving the necessary information from the Client, Agency will send each patient a thirty (30), sixty (60) and ninety (90) day statement. At 120 days if the initial claim remains unpaid it may be sent to authorized licensed collection agency unless otherwise directed by the Client.
- (vii) Agency will provide Client with a customized financial monthly report. The “Financial Operations Report” shall include a Monthly Financial Report, Check Register Report and Deposit Tickets, as defined below. In addition to the Financial Operations Report, Client may also elect to receive electronic reports and billing databases on a weekly basis.
 - (1) The “Monthly Financial Reports” shall provide a month-to-date and year-to-date transaction summary, including amount billed, amounts paid and adjustments;
 - (2) The “Check Register Report” shall reflect a listing of revenues deposited, identification of the instrument deposited and deposit totals.
 - (3) Client’s checks will be deposited by Agency on the day on or the day following the day received. The “Deposit Tickets” shall reflect a copy of the original deposit ticket showing moneys received or electronically deposited on behalf of Client.

- (viii) Agency shall collect cash or other direct patient payments as necessary.
- (ix) Subject to Sections 3(e)-(f) hereunder, Agency shall receive, deposit, and post all payments the day of or the day following receipt to a bank account designated by Client.
- (x) Agency shall provide appropriate offsite storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times and upon reasonable notice.
- (xi) Agency shall maintain auditable records of all services performed and all financial transactions.
- (xii) Agency will protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to Client by Agency, including any such information stored and transmitted electronically.
- (xiii) Agency shall retain all financial and Medicare and Medicaid records not tendered or returned to Client upon the termination of this Agreement or otherwise for at least six (6) years. Agency will comply with all applicable State and Federal regulations pertaining to the maintenance of patient files, financial records and related reports and documents. This undertaking will expressly survive the termination of this Agreement.
- (xiv) Agency shall provide knowledgeable and skilled personnel to perform its functions hereunder and consult with and give appropriate consideration to the input of Client as to the performance of such personnel.
- (xv) As requested, Agency shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of North Carolina providing services to Medicare, Medicaid and other government funded program patients.
- (xvi) Agency shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within five (5) business days of receipt.

- (xvii) Agency shall directly advise Client of any notices of audit, requests for medical records or other educational contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts (“Payor Inquiries”) and advise Client of any significant pattern of payor denials or downcodings for services billed by Agency on Client’s behalf (“Denial Patterns”). Client will be notified of Payor Inquiries within ten (10) days of Agency’s receipt of same and of Denial Patterns as soon as practicable but in no event later than five (5) days after the end of the month in which the Denial Pattern emerges.
 - (xviii) Agency will work with Client’s designated management consultants to assist and support said consultants (“Consulting Services”). Agency shall provide Client with up to one (1) hour of Consulting Services per calendar year month. Under no circumstances will Agency offer advice on any tax related or legal matters.
 - (xix) Agency will provide Client and its patients with Agency’s toll free telephone number.
 - (xx) Agency shall comply with all applicable laws, rules and regulations and with all applicable policies and procedures governing the billing and collection of fees for rescue emergency medical and patient transportation services including, without limitation, the laws, rules, regulations, policies and procedures of the Medicare and Medicaid programs.
 - (xxi) Agency will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Agency’s and Client’s compliance with HIPAA.
 - (xxii) Agency agrees to alert Client of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware and the steps it has taken to mitigate any potential security compromise that may have occurred, and Agency will provide a report to Client of any loss of data or other information system compromise as a result of the incident.
- b) Agency is appointed as the exclusive agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Agency will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

3. **ADDITIONAL REPRESENTATIONS AND UNDERTAKINGS OF AGENCY.**

- (a) Agency will maintain and provide Client with evidence of the following insurance, all on mutually-agreed terms and consistent with the custom in the area for similar situations.
 - (i) Fidelity bonding for Agency and its employees involved in the handling or accounting for the monies of Client in the amount of \$100,000.00.
 - (ii) General liability insurance with aggregate of \$1,000,000.00.
 - (iii) An Errors and Omissions insurance policy covering itself and the services of its employees or contractors in the amount of \$1,000,000.00. Coverage under the Errors and Omissions policy shall survive termination of this Agreement for a minimum of two (2) years.
- (b) To the extent available without significant surcharge, Client will be named as additional insured on all insurance policies specified in paragraph 3(a). In all events, the insurance company will be required to provide Client with notice of cancellation, non-renewal or material amendment of each such policy.
- (c) Agency shall accept liability and hold Client harmless for the following:
 - (i) Any penalties or fees, including legal fees, incurred by Client as a result of any audits, investigations or other legal actions conducted by the Health Care Financing Administration (“HCFA”) or any other federal or State government agency resulting from any act or omission of Agency. Agency shall not be responsible, however, where such penalties and fees are the result of incorrect or inaccurate information provided to Agency by Client; or
 - (ii) Any payments received for services rendered by Client that are not delivered to Client due to any act or omission, including theft or any other illegal acts of Agency’s Staff or agents.
- (d) Agency will, upon reasonable notice, permit Client or its authorized representative’s access to all books and records related to Client’s account which is necessary to audit the performance of Agency under this Agreement.
- (e) As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that Agency will merely prepare bills for Client and will not negotiate checks payable or electronic fund transfers to Client from Medicare, Medicaid or

any other government funded program. As specified in section 2(a) (ix), all Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into the Primary Bank Account to which only Client, through its officers and directors, shall have access.

4. **COMPENSATION OF AGENCY.**

- (a) Client shall pay a fee for the services of Agency hereunder on a monthly basis in an amount equal to ten (10) percent of net collections as defined below (the "Compensation"). Net collections shall mean all amounts received each week from, on behalf of, or by Client for individual patient care, less refunds or adjustments to those amounts.
 - (i) Agency shall submit an invoice to Client by the 5th day of each month for the Compensation due to Agency for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 15th day of the month when the invoice is first presented to Client.
 - (ii) A one-time late fee of 10% shall be added to any invoices to Client that remain unpaid by the 20th day of the calendar month when such invoice is first presented to Client.
- (b) In addition to the Compensation as set forth in Section 4(a) above, Agency's software vendor requires that Agency pay a deposit allowing Agency to bill for Client's services (the "Software Deposit"). Client hereby agrees to pay Agency Five Hundred and Zero Dollars (\$500.00) for the Software Deposit. In conjunction with the execution of this Agreement, Client agrees to issue Agency a check dated as of the Effective Date hereof in the amount of the Software Deposit. The Software Deposit shall become non-refundable thirty days from the Effective Date of this Agreement.
- (c) Notwithstanding the foregoing, in the event Client enters into a capitated or similar payment arrangement with any payor, the fee of Agency will be renegotiated at the option of Agency as to patients covered by that arrangement based upon the level of work required of Agency.
- (d) The payments specified in paragraph 4(a) shall include all postage, overhead, supply, data processing or other costs or expenses of Agency for its services under this Agreement, except for the reproduction of blank billing forms used in the field by medical technicians.

5. **RESPONSIBILITIES OF CLIENT.**

- (a) Client will assist Agency in obtaining the demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following:
 - (i) Patient identification (name, address, phone number, birth date, gender);
 - (ii) Guarantor identification and address;
 - (iii) Insurance information;
 - (iv) Report of services;
 - (v) Special claim forms;
 - (vi) Pre-authorization numbers.
 - (vii) Physician Certification Statement (PCS) if necessary.
- (b) In addition, Client agrees to:
 - (i) Provide, or provide access to, medical record documentation necessary to insure proper billing and secure claim payment.
 - (ii) Secure, or assist in securing, authorizations and signatures, as reasonably required to perform the terms of this Agreement, including consent to treat, assignment of benefits and release of information;
 - (iii) Report to Agency, within five (5) business days, payments received directly;
 - (iv) Promptly notify Agency of any cases requiring special handling or billing;
 - (v) Assist Agency to train all Client personnel involved in billing activities or arrange for Agency to provide training. In addition, a representative of Agency shall be permitted to be present at a meeting of Client's staff for the purpose of providing a directive and instruction for completing any necessary documentation as required by insurance carriers and other payors. In addition, Client will implement any changes that Agency determines to be necessary for the accurate completion of billing forms and related documentation;
 - (vi) Promptly notify Agency of patient complaints affecting billing;

- (vii) Execute a “Limited Power of Attorney” form granting Agency authorization to sign all forms and documents necessary for reimbursement to Client, as provided under this Agreement.
- (viii) Execute all forms required by Medicare, Medicaid, Blue Cross Blue Shield, TRICARE, and any other payor or insurance carrier to allow Agency to carry out its billing and other duties under the terms of this Agreement.
- (ix) Maintain its own files with all original or source documents as required by law.
- (x) Provide Agency with a copy of any existing billing policy manuals or guidelines.
- (xi) Provide Agency with a copy of its most recent billing agreement with any other billing agency, if any.
- (xii) Provide Agency with a Medicare Customary Charge Report, if requested.
- (xiii) Client may audit Agency records pertaining to Client account at anytime.

6. TERMINATION.

- (a) Notwithstanding paragraph 1, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice delivered to the breaching party describing the breach in reasonable detail. “Cause” shall include, at Client’s option and without limitation, any sale of all or substantially all of Agency stock or assets.
- (b) Effective at the end of or after the Initial Term, this Agreement may also be terminated by either party, without cause, on ninety (90) days advance written notice.

7. **RESPONSIBILITIES UPON TERMINATION.**

- (a) Upon any termination of this Agreement, and during the period of any notice of termination under paragraph 6(a), Agency will make available to Client or its authorized representatives paper or electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, in standard form and format and non-proprietary information concerning payors and claims processing, all without additional charge except for the cost of blank electronic tape, and Agency will otherwise furnish reasonable cooperation and assistance in any transition to Client or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days, Agency will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement and for the applicable fee set forth in paragraph 4(a). At the end of the foregoing period, Agency will transfer Client's complete data file, including all information as to open accounts, on paper and on electronic tape in standard form and format to the Client or to its successor billing agent. Agency shall have no further rights or responsibilities as to such accounts after the wind down described herein and shall be entitled to no further compensation except the cost of the blank electronic tape.

8. **EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

- (a) This Agreement to provide billing and collection services is made with Agency as the exclusive provider for all dates of service during the term hereof. Client may not directly or indirectly file, submit or invoice for any Services rendered while this Agreement is in effect other than in accordance with the terms herein.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to Agency as provided in paragraph 5(b)(iii) and 5(b)(iv) and included in the calculation of Compensation in paragraph 4(a).
- (c) In compliance with HCFA regulation, Medicare patients will not be charged a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

- (d) Agency reserves the right not to submit claims on those ambulance call reports which do not include complete and accurate patient and insurance information, including any required crew and/or patient signatures.

9. **GENERAL PROVISIONS.**

- (a) Confidentiality. All data and information furnished to Agency by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by Agency for the sole use of the parties and Agency under the terms of this Agreement. Agency agrees that its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client. This undertaking expressly survives termination of this Agreement. The obligations set forth in this Section 9(a) shall not apply to information (a) which is now in or hereafter enters the public domain without violation of this Agreement or (b) information required to be disclosed by subpoena or similar legal process or under applicable law.
- (b) Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Agency and Client. Agency and its employees and representatives shall be as independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.
- (c) Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.
- (d) Binding Effect. Subject to paragraph 9(c), this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- (e) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

Alamance County
PO Box 27
Graham, NC 27253
Fax: (336) 570-6375

Copy to:

Clyde B. Albright
Alamance County Attorney
124 W. Elm Street
Graham, NC 27253
Fax: (336) 570-6788

Agency:

EMS Source, LLC
PO Box 29526
Greensboro, NC 27429
Fax: (336) 553-1913

Copy to:

John M. Cross, Jr.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 26000
Greensboro, NC 27420
Fax: (336) 232-9196

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

- (f) Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of North Carolina and venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, NC.
- (g) Integration of Terms. This instrument constitutes the entire agreement between the parties, and there are no agreements, promises or understandings in existence between the parties except as contained in this instrument.
- (h) No Waiver; Remedies. No failure or delay by any party and exercising any right, power or privilege under this Agreement will operate as a waiver of, or a single or partial exercise of any right, power or privilege will not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege in the future.
- (i). Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by facsimile shall be deemed effective and signatures received by facsimile shall be effective as original signatures.
- (j) Amendment. This Agreement may not be amended except in writing signed by both parties.

[Signature Page Attached]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

EMS SOURCE, LLC:

Date

By: _____

Title: _____

Attest: _____

Alamance County EMS

Date

By: _____

Title: _____

Attest: _____

TO: CHUCK MANCILLAS JANUARY 14, 2010
FROM: STEVE WORRELL
CC: SHELLI MCKIERNAN (EMS SOURCE)
SUBJECT: NON EMERGENCY TRANSPORT (NET) FINANCIAL ANALYSIS

BASED ON DESIGNATED STATISTICS WE HAVE GATHERED IN THE COURSE OF OUR CONTRACTED BILLING AND COLLECTION FUNCTION FOR ALAMANCE COUNTY EMS AS WELL AS SOME OF OUR PAST DISCUSSIONS, WE HAVE ARRIVED AT THE FOLLOWING RESULTS OF THE ANALYSIS (DETAILED WORKSHEET ATTACHED):

UNIT HOURS CAPACITY & BUDGETED COST PER UNIT HOUR:

SINCE THE NON EMERGENCY TRANSPORT-BASIC LIFE SUPPORT (NET-BLS) FUNCTION CANNOT BE SEGREGATED INTO SEPARATE LINE ITEMS IN THE EMS OPERATING BUDGET, THE MOST PRACTICAL AND REASONABLY ACCURATE METHOD TO ASSESS THIS OPERATING SEGMENT WOULD BE TO ARRIVE AT AN OVERALL BUDGETED COST PER UNIT HOUR. WITH TWO VEHICLES, THE ANNUAL TOTAL UNIT CAPACITY IS 91,520 UNIT HOURS. WITH AN ANNUAL BUDGET OF \$5,900,000, BUDGETED COST PER UNIT HOUR IS \$64.47.

NON EMERGENCY TRANSPORT PROFITABILITY:

IN THE 12 MONTH PERIOD RUNNING FROM JULY 1, 2008 THROUGH JUNE 30, 2009 THE NON EMERGENCY TRANSPORT CALLS WERE 3,020. UNDER A SIMPLE CONSERVATIVE SCENARIO WHERE THE AVERAGE (NET) MEDICARE COLLECTABLE OF \$151.13 IS MULTIPLIED BY THE ANNUAL NON EMERGENCY CALLS, REVENUE COLLECTED WOULD BE \$456,413 AGAINST A COST OF \$279,280 YIELDING AN EXCESS OF CASH COLLECTED (PROFIT) ON AN ANNUAL BASIS OF \$177,133.

RETURN ON INVESTMENT:

ASSUMING A CASE WHERE THE TWO NON EMERGENCY VEHICLES ARE FULLY STOCKED AND VALUED AT \$186,000 AND \$100,000 IS SET UP AS A PROVISION FOR ANY STATION PROPERTY, PLANT AND EQUIPMENT THAT MIGHT BE ASSIGNED TO NON EMERGENCY, THE TOTAL INVESTMENT WOULD BE \$472,000. WHEN YOU APPLY THE "RETURN ON INVESTMENT" OF \$177,133 AGAINST THE INVESTMENT, THE RETURN ON INVESTMENT ON AN ANNUAL BASIS WOULD BE 37.5%.

OTHER BENEFITS:

IN ADDITION TO A PROFITABLE CONTRIBUTION TO THE TOTAL OPERATION AS WELL AS AN EXTRAORDINARY RETURN ON INVESTMENT, NON EMERGENCY TRANSPORT IN ALAMANCE COUNTY EMS ALSO PROVIDES ENOUGH FINANCIAL SUPPORT TO COVER OVER 3 FULL TIME EMERGENCY STAFF POSITIONS WHICH COULD BE USED IN THE ALS OPERATION AS WELL AS ANNUAL CALLS CONVERTS TO 3,624 UNIT HOURS AND 7,248 LABOR HOURS; DIVIDE THE LABOR HOURS BY 2,080 HOURS (20 WEEKS X 40 HRS/WEEK) AND AN ADDITIONAL 3.5 STAFF HEADCOUNT IS THE RESULT.

SUMMARY:

01. FOR EVERY DOLLAR COLLECTED ON A NON EMERGENCY CALL, \$39 goes to the bottom line (AFTER COVERING ITS OWN COSTS) TO HELP FUND THE TOTAL OPERATION OR OTHER NEEDS OF THE COUNTY.
02. IN A VERY CONSERVATIVE SCENARIO, FOR EVERY DOLLAR INVESTED IN ASSETS USED FOR NON EMERGENCY TRANSPORT, \$37.5% is the rate of return on that investment.
03. CURRENTLY, NON EMERGENCY TRANSPORT supports over \$1 million of billing ON AN ANNUAL BASIS.
04. NON EMERGENCY TRANSPORT supports 3.5 EMT's on a full time basis WHO CAN BE USED IN ANY PART OF THE EMERGENCY SERVICES OPERATION AS WELL.
05. THE NON EMERGENCY TRANSPORT SEGMENT 4.5% of the total EMS operating unit capacity, AND CONTRIBUTES an approximate equal amount to total EMS collections.

IF YOU HAVE ADDITIONAL QUESTIONS OR IF I CAN PROVIDE ANY FURTHER INFORMATION, PLEASE DO NOT HESITATE TO CONTACT ME.

**ALAMANCE COUNTY EMS
Non Emergency Transport (NET)
Operations Analysis**

For the Period Ended July 1, 2008 - June 30, 2009

Fixed Capital Cost Estimate (EMS Facility & Station Equipment)

ESTIMATED CAPITAL COST OF EMS FACILITY \$ 1,300,000

% ALLOCATED TO NON EMERGENCY TRANSPORT CAPACITY:

UNIT HOURS CAPACITY OF NET-BLS TRUCKS	4,160	
UNIT HOURS CAPACITY - ALL TRUCKS	91,520	
% OF CAPACITY DEDICATED TO NET-BLS	4.5% >>>>>>>	4.5%

ALLOCATED FACILITY COSTS \$ 58,500

ESTIMATED FIXED CAPITAL OF STATION EQUIPMENT & FIXTURES FROM 2008 \$ 41,500

DEDICATED NET-BLS CAPITAL EQUIPMENT ADDED IN 2009 \$ -

TOTAL ESTIMATE OF STATION EQUIPMENT AND FIXTURES ON HAND FOR NET-BLS \$ 41,500

TOTAL ESTIMATED FIXED ASSET & RELATED CAPITAL \$ 100,000

	ALS/ALS2	BLS	TNT	
EMERGENCY CALLS	6,776	4,593	-	11,369
NON-EMERGENCY CALLS	50	2,970	-	3,020
TREAT NOT TRANSPORT	-	-	170	170
	<u>6,826</u>	<u>7,563</u>	<u>170</u>	<u>14,559</u>

**ALAMANCE COUNTY
OUT OF STATE TRAVEL REQUEST FORM**

Submit completed form and all supporting detail to the County Manager's Office.

Name: Kathy Holland

Department: Board of Elections

Event Title: Election Center National Conference/Graduation

Location: Orlando, Florida

Date: August 17 – August 21, 2010

Required for certification? Yes No

If "No", please provide justification.

Is this training offered in North Carolina? Yes No

If "Yes", why attend out of state?

Cost:

Training: \$399.00

Lodging: \$512.00

Travel: \$300.00

Meals: \$150.00

Total Cost \$1,361.00

Funding source: County Board of Elections Budget

Approved by Department Head: _____ Date _____

COMMISSIONER'S APPROVAL	
_____ Board Chair	_____ Date

Alamance County

BOARD OF ELECTIONS

115 South Maple Street

Graham, North Carolina 27253

Tel. (336) 570-6755

FAX (336) 570-6757

N. Madison Wall II, Chairman

Brenda W. Blount, Secretary

Craig T. Thompson, Member

Kathy H. Holland, Director

To: County Commissioners

From: Kathy Holland

Date: January 22, 2010

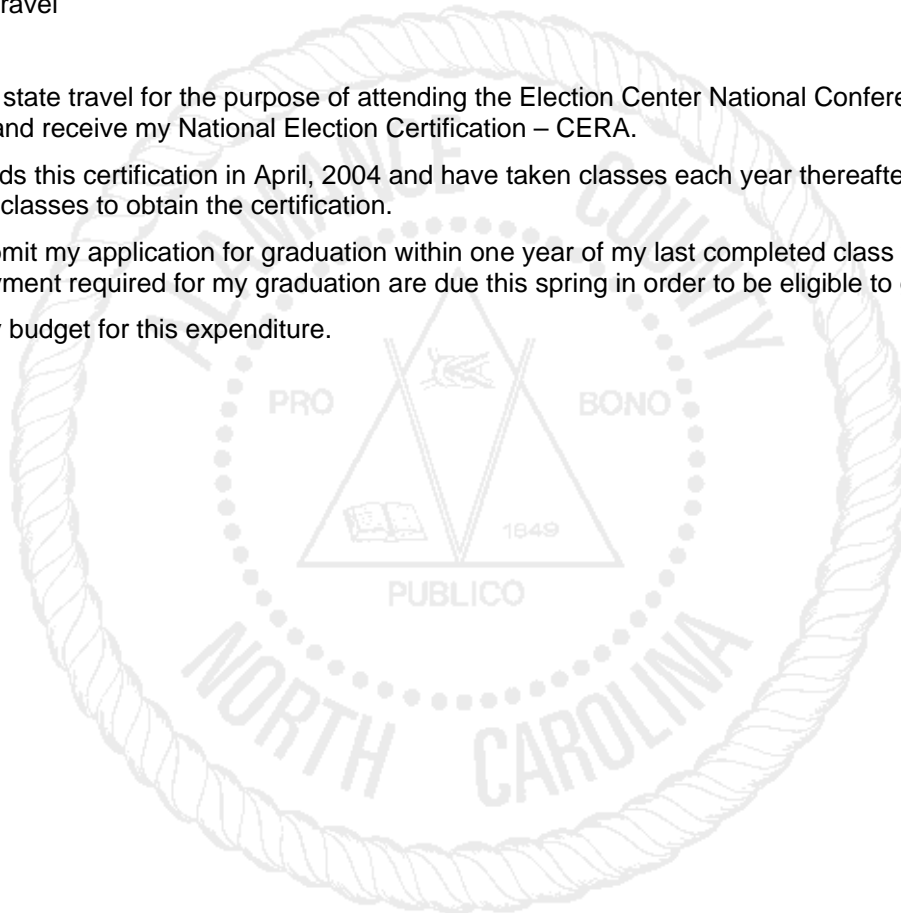
Re: Out of State Travel

I am requesting out of state travel for the purpose of attending the Election Center National Conference in August, 2010 where I will graduate and receive my National Election Certification – CERA.

I began working towards this certification in April, 2004 and have taken classes each year thereafter to reach the requirement of twelve classes to obtain the certification.

It is required that I submit my application for graduation within one year of my last completed class which was in July, 2009. The materials and payment required for my graduation are due this spring in order to be eligible to graduate in August.

I have funds within my budget for this expenditure.





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Election Center Events for 2010		
Location	Date	Event
Washington, DC	Jan 7-8	Joint Election Officials Liaison Committee Meeting
St. Louis, MO	Feb 10-14	Election Center Special Workshop PEP Course #1 PEP Course #2 PEP Course #17 (Renewal Course)
Seattle, WA	April 14-18	Election Center Special Workshop PEP Course #3 PEP Course #4 PEP Course #18 (Renewal Course)
Auburn, AL	May 17-22	PEP Special Session @ Auburn University PEP Course # TBA PEP Course # TBA PEP Course # TBA PEP Course # TBA Prices for PEP Courses are per person, per course
Baton Rouge, LA	July 10-17	PEP Summer Session @ Marriott Baton Rouge Hotel PEP Courses #6, #7, #8, #9, and #10 Prices for PEP Courses are per person, per course
Orlando, FL	Aug 17-21	Election Center National Conference PEP Course #5

		PEP Course #6 PEP Course #TBA (Renewal Course) PEP Course #TBA (Renewal Course)
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ALAMANCE COUNTY BOARD OF COMMISSIONERS

RESOLUTION

REQUESTING THAT THE ALAMANCE COUNTY BOARD OF COMMISSIONERS ADD THE CITY OF BURLINGTON TO THE ALAMANCE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, on October 30, 2000, the President of the United States signed into law the Disaster Mitigation Act of 2000 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 to reinforce the importance of pre-disaster mitigation planning to help reduce disaster losses; and

WHEREAS, North Carolina Senate Bill 300 requires all local governments to have an approved Hazard Mitigation Plan in order to receive state public assistance funds; and

WHEREAS, the Alamance County Multi-Jurisdictional Hazard Mitigation Plan (Plan) was approved in 2005 by the Federal Emergency Management Agency (FEMA) and the North Carolina Division of Emergency Management (NCEM) and includes the unincorporated areas of Alamance County, the City of Mebane, the Town of Elon, the Town of Green Level, the Town of Haw River, the Town of Ossipee, the Town of Swepsonville, the Village of Alamance, and the City of Graham; and

WHEREAS, the City of Burlington has requested to merge their Hazard Mitigation Plan with the Alamance County Multi-Jurisdictional Plan in accordance with guidance provided by FEMA and NCEM.

NOW THEREFORE, BE IT RESOLVED that the Alamance County Board of Commissioner hereby allows the City of Burlington to merge their Hazard Mitigation Plan with the Alamance County Multi-Jurisdictional Hazard Mitigation Plan.

Adopted this the _____ day of _____, 2010.

Chair

Commissioner

Vice Chair

Commissioner

Commissioner

BURLINGTON POLICE DEPARTMENT

EMERGENCY
MANAGEMENT &
COMMUNICATION
DIVISIONS

Memo

To: Mr. David Leonard, Alamance County EM Coordinator
From: Chip Ferguson, Burlington EM Coordinator
CC: Mr. Harold Owen, Chief Mike Williams, Assistant Chief Greg Seel and Mr. Leonard Holden
Date: 1/18/2010
Re: Inclusion of City of Burlington into Alamance County Multi-Jurisdiction Hazard Mitigation Plan

David,
I would like to formally request that the City of Burlington be added to the Alamance County Multi-Jurisdictional Hazard Mitigation Plan.

Harold Owen, Burlington City Manager, has instructed me to proceed with the process and inform him when we should take the action before our City Council.

In my conversations with Mr. Leonard Holden with the NC Hazard Mitigation Branch, he has indicated that we should take the following steps. We should send a letter of request to Alamance County requesting inclusion. This correspondence will serve as that request. Then the Alamance County Commissioners would have to formally accept our request. If accepted by the County Commissioners our City Council would then need to formally adopt the Alamance County Multi-Jurisdictional Hazard Mitigation Plan.

Mr. Holden further stated that we should continue to meet as we have been doing the past several months to update our information into the planning process of the Multi-Jurisdictional Plan.

Please let me know what steps we should take next to ensure that this request can move forward.

As always thank you for your assistance.

Chip Ferguson

**RESOLUTION TO PROHIBIT ILLEGAL ALIENS FROM ATTENDING
NORTH CAROLINA’S COMMUNITY COLLEGES**

WHEREAS, on September 18, 2009, the North Carolina State Board of Community Colleges supported a committee recommendation to allow illegal aliens to enroll in North Carolina’s Community Colleges; and

WHEREAS, although the policy must still make its way through the administrative rules process and could subsequently be allowed or disallowed by the North Carolina General Assembly; and

WHEREAS, the Alamance County Board of Commissioners, by Resolution adopted February 1, 2010, sets forth its full and complete opposition to the ruling of the North Carolina State Board of Community Colleges allowing for illegal aliens to enter North Carolina’s Community College System; and

WHEREAS, the Alamance County Board of Commissioners shares the opinion of the Brunswick County Board of Commissioners opposing the recommendation of the North Carolina Board of Community Colleges to allow illegal aliens to enroll in North Carolina Community Colleges.

NOW, THEREFORE, BE IT RESOLVED that if such request be pursued by the North Carolina Community College System, the Alamance County Board of Commissioners is requesting the North Carolina General Assembly to fully dismiss and with due finality prohibit illegal aliens from enrolling in the North Carolina Community College System; and

BE IT FURTHER RESOLVED that the Alamance County Board of Commissioners respectfully joins all other counties in North Carolina that adopt this, or like resolutions, and that those resolutions also be forwarded to the North Carolina General Assembly with all due haste. Further, that the North Carolina Association of County Commissioners is also requested to oppose this action in writing, and that such statement of opposition is to be forwarded to the North Carolina General Assembly.

Adopted this 1st day of February, 2010.

Chair

Commissioner

Vice Chair

Commissioner

Commissioner

FEBREF
 BOARD REVIEW OF CORRECTED RECEIPTS REPORT

1DATE 1/26/10
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ALAMANCE COUNTY

USER WSOMERS
 TAX DEPOSIT DATES 1/25/2010 THROUGH 1/25/2010 REFUNDS
 YEAR TAXPAYER NAME DEPOSIT DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S
 WASTE REASON

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02005 BLACKWELL JANICE FAYE          1/25/2010  451670 121      88.78
CORRECTED VALUE
0 ** YEAR TOTALS **                      88.78
02006 BLACKWELL JANICE FAYE          1/25/2010  671229 121      90.74
CORRECTED VALUE
2006 NORTH FIFTH STREET LLC          1/25/2010  709716  14     184.00
PARCEL DEACTIVATED
0 ** YEAR TOTALS **                      274.74
02007 BLACKWELL JANICE FAYE          1/25/2010  842682 121      91.53
CORRECTED VALUE
2007 NORTH FIFTH STREET LLC          1/25/2010  881969  14     185.60
PARCEL DEACTIVATED
0 ** YEAR TOTALS **                      277.13
02008 BLACKWELL JANICE FAYE          1/25/2010 1023255 121      91.53
CORRECTED VALUE
2008 NORTH FIFTH STREET LLC          1/25/2010  984260  14     185.60
PARCEL DEACTIVATED
0 ** YEAR TOTALS **                      277.13
02009 BLACKWELL JANICE FAYE          1/25/2010 1372744 121      90.03
CORRECTED VALUE
2009 LOPEZ CARMEN GUERRERO          1/25/2010 1211120  34         29.22
BILLED TWICE
2009 RAY JENNIFER D                 1/25/2010 1223368  31         54.41
D/W MOBILE HOME IN RE
0 ** YEAR TOTALS **                      90.03      83.63
- *** FINAL TOTALS ***                   1007.81     83.63
- *** NORMAL END OF JOB ***
  
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ALAMANCE COUNTY

DEPOSIT DATES 12/30/2009 THROUGH 1/24/2010 RELEASES

USER WSOMERS
 TAX DEPOSIT
 YEAR TAXPAYER NAME DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S
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02001	BRADLEY CANDACE R SOLD	1/21/2010	10946	41			61.39		
0		** YEAR TOTALS **					61.39		
02002	BRADLEY CANDACE R SOLD	1/21/2010	16331	41			66.49		
0		** YEAR TOTALS **					66.49		
02003	BRADLEY CANDACE R SOLD	1/21/2010	25678	41			65.33		
0		** YEAR TOTALS **					65.33		
02004	BRADLEY CANDACE R SOLD	1/21/2010	59645	41			60.40		
0		** YEAR TOTALS **					60.40		
02005	BRADLEY CANDACE R SOLD	1/21/2010	277034	41			62.92		
	2005 HARRELSON TIMMY LOUIS SITUS CASWELL COUNTY	1/19/2010	271920	35			14.93		
	2005 QUINTANA JOSE HERNANDEZ WRONG YR	1/15/2010	392883	41			71.33		
	2005 QUINTANA JOSE HERNANDEZ WRONG YR	1/15/2010	1396371	41			71.32		
0		** YEAR TOTALS **					220.50		
02006	BRADLEY CANDACE R SOLD	1/21/2010	498991	41			57.76		
	2006 HARRELSON TIMMY LOUIS SITUS CASWELL COUNTY	1/19/2010	494347	35			13.70		
	2006 QUINTANA JOSE HERNANDEZ YR	1/15/2010	585778	41			58.35		
0		** YEAR TOTALS **					129.81		
02007	BRADLEY CANDACE R SOLD	1/21/2010	718703	41			57.74		
	2007 HARRELSON TIMMY LOUIS SITUS CASWELL CO	1/19/2010	714475	35			13.81		
	2007 QUINTANA JOSE HERNANDEZ WRONG YR	1/15/2010	771829	41			77.20		
0		** YEAR TOTALS **					148.75		
02008	BRADLEY CANDACE R SOLD	1/21/2010	958058	41			54.60		

		FEBREL			
2008 ETHAN POINTE LLC ANNEXED BY BURLINGTON	1/07/2010	1094609	41	13288.43	
2008 LONG KAREN SOLD	1/13/2010	1015257	31		57.22
2008 MENDEZ LUCAS GUTIERREZ CORRECTED YEAR OF MH	1/08/2010	1108907	33		69.33
2008 POTEAT SPENCER LEE JUNKED	1/08/2010	1042771	33		5.51
2008 QUINTANA JOSE HERNANDEZ HAD THE WRONG YR	1/15/2010	1014263	41		65.67
2008 SANTIAGO ABEL ALEJO WRONG YEAR ON MOBILE	1/07/2010	1028436	41		64.40
2008 SANTIAGO ABEL ALEJO WRONG YEAR ON MOBILE	1/07/2010	1385848	41		64.40
2008 SMITH DAVID T & CRYSTAL SOLD	1/13/2010	1029586	33		86.69
2008 SNIPES BRIAN MOBILE HOME BURNED 20	12/30/2009	960923	183		169.69
2008 SNYDER DAVID L SOLD	1/12/2010	970661	34		9.83
2008 VIERS DAN DID NOT OWN JAN 2008	1/19/2010	999282	46		7.48
2008 YARBOR DETARRIO A MOBILE HOME BURNED	12/31/2009	1024671	34		62.04
0				13288.43	716.86
02009 ANDERSON SCOTT P / LYNN W	** YEAR TOTALS **				
NOT IN GOOD CONDITION	1/05/2010	1297137	33		16.47

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BOARD REVIEW OF CORRECTED RECEIPTS REPORT

ALAMANCE COUNTY

DEPOSIT DATES 12/30/2009 THROUGH 1/24/2010 RELEASES

DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S
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02009 ANDERSON SCOTT P / LYNN W	1/05/2010	1297138	33			16.47
NOT IN GOOD CONDITION						
2009 BRADLEY CANDACE R SOLD	1/21/2010	1212808	41			46.33
2009 BRAY BRIAN LOUIS LISTED IN ROCKINGHAM	1/12/2010	1203124	11			87.72
2009 BRAY LESLIE DEAN LISTED IN ROCKINGHAM	1/12/2010	1225304	11			18.82
2009 BRAY LESLIE DEAN LISTED IN ROCKINGHAM	1/12/2010	1225305	11			4.86

			FEBREL		
2009 CAZARES FRANCISCO NOT ON MHP LIST JAN 2	1/22/2010	1266202	183		45.11
2009 CENTRAL CAROLINA FENCE CO INC OUT OF BUSINESS	1/05/2010	1279588	43		121.98
2009 CENTRAL CAROLINA FENCE CO INC OUT OF BUSINESS	1/05/2010	1279589	43		1.64
2009 CENTRAL CAROLINA FENCE CO INC OUT OF BUSINESS	1/05/2010	1279590	43		.53
2009 CHEEK DAVID GENE SOLD	12/31/2009	1294419	44		5.06
2009 DOLLAR LISA D WRONG YEAR ON MH	1/08/2010	1345382	11		20.88
2009 ETHAN POINTE LLC ANNEXED BY BURLINGTON	1/07/2010	1359024	41	17442.17	
2009 GREESON HAROLD DWAYNE SOLD	12/30/2009	1269234	44		18.57
2009 HARDY JAMES MATTHEW SOLD	1/04/2010	1277076	33		4.90
2009 HARRELSON TIMMY LOUIS CASWELL COUNTY	1/19/2010	1235593	35		9.67
2009 HARRELSON TIMMY LOUIS CASWELL COUNTY	1/19/2010	1235594	35		7.14
2009 INGOLD MARY FRANCES LISTED AND TAGGED 200	12/30/2009	1258222	11		17.06
2009 K TODD ISENHOUR LLC 3TWNHSE DISC IN ERR T	1/05/2010	1372630	12	1692.01	
2009 KEY EQUIPMENT FINANCE INC CLERIAL ERROR	1/04/2010	1288712	12		5.69
2009 LEATH MARY L HEIRS CORRECT ERROR ON LAND	1/21/2010	1211570	35	494.24	
2009 LONG KAREN SOLD	1/13/2010	1267732	31		47.92
2009 MENDEZ LUCAS GUTIERREZ CORRECTED YEAR OF MH	1/08/2010	1277838	33		57.77
2009 MITCHELL JUANITA DID NOT OWN MH JAN 20	1/04/2010	1215465	34		66.56
2009 PERRY WAYNE BRAXTON JR SOLD	12/31/2009	1205525	34		32.95
2009 QUINTANA JOSE HERNANDEZ HAD THE WRONG YR	1/15/2010	1266782	41		60.59
2009 QUINTANA JOSE HERNANDEZ HAD THE WRONG YR	1/15/2010	1396367	41		60.59
2009 QUINTANA JOSE HERNANDEZ WRONG YR	1/15/2010	1396368	41		60.59
2009 QUINTANA JOSE HERNANDEZ WRONG YR	1/15/2010	1396369	41		60.59
2009 SMITH DAVID T & CRYSTAL SOLD	1/13/2010	1281166	33		72.68

		FEBREL			
2009	SNYDER DAVID L	1/12/2010	1225129	34	8.23
	SOLD				
2009	TALLEY M JEANETTE	12/30/2009	1279486	41	14.94
	DID NOT OWN JAN 2009				
2009	THOMPSON KENNETH & CLARA T FOR	1/05/2010	1285449	14	512.45
	TOOK OFF VALUE OF HOU				
2009	TOVILLA ELI DIAZ	1/15/2010	1345610	41	67.52
	CHANGE YR				
2009	VIERS DAN	1/19/2010	1252554	46	6.85
	DID NOT OWN JAN 2009				
2009	WORRELL JAMES CHRISTOPHER	1/08/2010	1222997	46	44.98
	DID NOT OWN MH JAN 20				
2009	YARBOR DETARRIO A	12/31/2009	1276466	34	52.79
	MOBILE HOME BURNED				
0		** YEAR TOTALS **			20140.87
0	2010 K TODD ISENHOUR LLC	1/08/2010	1385845	12	527.94
	RPVAL				
	2010 K TODD ISENHOUR LLC	1/08/2010	1385846	12	573.90
	RPVAL				
	2010 K TODD ISENHOUR LLC	1/08/2010	1385847	12	567.97
	RPVAL				
0		** YEAR TOTALS **			1669.81
-		*** FINAL TOTALS ***			35099.11
-					2633.98
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ALAMANCE COUNTY

USER WSOMERS
 TAX DEPOSIT DATES 12/30/2009 THROUGH 1/24/2010 ELDERLY/DISABLED
 YEAR TAXPAYER NAME DEPOSIT
 WASTE REASON DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S

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02009 CARTER DENNIS M & MARILYN W 12/31/2009 1255500 45 272.25
  DISABLED VETERAN EX.
2009 JERRELL FLEECIE L LIFE ESTATE 12/30/2009 1227297 41 305.58
  QUALIFIED ELDERLY EXEM
2009 LOWE GLENDA K 12/30/2009 1272626 191 331.06
  QUALIFIED ELDERLY EXE
2009 PAGE RACHEL B 12/31/2009 1238273 34 384.68
  QUALIFIED ELDERLY EXE
2009 SMITH VERNON L & MARY F 12/30/2009 1272938 11 234.00
  VETERANS EXEMPTION
0 ** YEAR TOTALS ** 1527.57
- *** FINAL TOTALS *** 1527.57
- *** NORMAL END OF JOB ***
  
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MINUTES OF THE REGULAR MEETING
OF THE BOARD OF COMMISSIONERS FOR ALAMANCE COUNTY
HELD ON TUESDAY, JANUARY 19, 2010

The Alamance County Board of Commissioners met in Regular Session on Tuesday, January 19, 2010, at 7:00 p.m., in the County Commissioners' Meeting Room in the County Office Building in Graham, North Carolina. The following members were present: Chair Massey, Vice Chair Boswell, and Commissioners Lashley, Sutton, and Vaughan.

Chair Massey opened the meeting and called on Commissioner Sutton, who gave the invocation.

PUBLIC COMMENTS – Pam Hord asked the Board to consider not giving the owners of the go-kart track, whose appeal will be heard later in the meeting, a permit based on activities at the race track when it was in operation ten years ago. Kim Oliver followed up on a request he made recently that local contractors use no illegal immigrants on County projects. Craig Honeycutt, County Manager, reported that there was no requirement in the recent contracts to use E-Verify, but the federal stimulus bonds that will fund the Group B projects do require the use of E-Verify. Vice Chair Boswell noted that local contractors have not been coming in with the low bids and some do not bid because they do not meet bidding requirements. Greg Nicholson and Christopher Vaughn asked the Commissioners to consider keeping the 1849 line between Alamance and Orange Counties and Peter Childers asked for fairness and non-preferential treatment along the line and noted that Alamance County does not need Orange County's approval to recognize the line and set the tax levy.

COMPREHENSIVE ANNUAL FINANCIAL REPORT – Becky Loy, partner with Cobb Ezekiel Loy, PA, presented the Comprehensive Annual Financial Report for the year ended June 30, 2009. She stated it is a good, positive report and the opinion is unqualified. She noted that in most areas, revenue was down and expenditures were up. She stated the main reason revenue was down was that the local option sales tax declined to \$4.7 million; and she reviewed changes in the different funds and findings of reportable conditions.

FAMILY ABUSE SERVICES REPORT – Sam Parker, Executive Director of Family Abuse Services, expressed appreciation for all the County has done for Family Abuse Services, particularly their being a part of the new and emerging Family Justice Center. He reviewed some statistics about domestic violence and pointed out that the benefits of having non-profits involved is that they can do things effectively, efficiently, and with less money. He mentioned that Alamance County has one of the best shelter programs in the state, the community education program is top-of-the-line, and they collaborate with the Sheriff and the Superintendent of the Alamance-Burlington School System. John Cox, Vice President, stated that as the economy is going down, their numbers are going up dramatically, but their funding sources are drying up. During the year their TANF funds went from \$84,500 to \$23,500. He stated that moving into the Family Justice Center will alleviate some of their operational costs. He stated they bring money into the county from sources such as the Governor's Crime Commission and other grants.

HIGH IMPACT LAND USE ORDINANCE APPEAL – Jason Martin, Planning Manager, reported that in December 2009 he received a phone call about the potential opening, or reopening, of a go-kart facility on Jug House Road. He contacted the property owner, John Larry Ford, who informed him that Ed Peters was leasing the property with the intent of constructing a commercial go-kart track, Victory Lane Raceway. After meeting with Planning staff and inquiring about potential grandfathering of the facility, Mr. Peters filed an application for an Intent-to-Construct Permit for the facility and a letter of denial was issued to Mr. Peters. Denial of the permit was based on three areas of the High Impact Land Use/Polluting Industries Ordinance. Staff determined that it cannot be considered a grandfathered use of the property since the go-kart track has not been in operation for more than ten years, and therefore, was not in operation when the ordinance was adopted. The proposed site of 17 acres does not meet the ordinance requirement of 40 acres, and there are 23 protected facilities within 2,000 feet of the go-kart track. A second permit, an operational

permit, is also required before operations commence. Ed Peters announced that his partner, Alan Lewis, could not attend the meeting. He stated they are trying to put together the go-kart track again, which was run for several years by Johnny Lee, who also ran an amusement park with a lake and a swimming pool on the property. John Ford bought the property and continued to run it as an amusement park, and there is still electrical power on the premises. He felt this would qualify it to be grandfathered under the ordinance. He presented a petition in support of the track which is signed by 22 of the 23 owners of the protected facilities within 2,000 feet of the go-kart track. He stated he can acquire adjoining property to meet the 40 acre limit under the ordinance. He will have a 4 foot fence around the track and staging area and the property is fenced and gated, but he said the 6 foot high fence with barbed wire on top that is required by the ordinance does not fit the situation. He stated races will be run twice a month on Saturday and three times on a five week month; there will be no alcohol, drugs, or firearms on the premises; no unauthorized motor vehicles; cussing and swearing will be prohibited; no Sunday races; all go-karts will run mufflers; the track will close by 10:00 p.m.; and he has liability insurance on the race track grounds and a separate policy for the racers. He stated that turkey shoots and other businesses have been run on the property over the last ten years. Mr. Peters asked the Commissioners to consider grandfathering the race track. Vice Chair Boswell noted that the property has been operating as an amusement park for years and it is still being taxed as commercial property. Clyde Albright, County Attorney, noted that Mr. Peters is advertising his business as a race track, not an amusement park, and suggested he move the track 2,000 feet from the objecting property owners and acquire the additional land in order to comply with the ordinance. Mr. Peters objected to moving the established track and building a new one and installing a six foot fence with barbed wire on top. Commissioner Lashley moved approval of grandfathering the go-kart track. Pam Hord spoke in opposition to grandfathering the track, stating the business has not been in operation for ten years, the property is grown up, old trailers and cars are on the property, the race track was grown up until it was bulldozed and cleared off last week, Johnny Lee had to close it because there were several drownings in the lake when he owned it, and the 22 people who signed the petition are related to the Lewises. The motion was seconded by Vice Chair Boswell. Chair Massey, Vice Chair Boswell, and Commissioners Lashley and Sutton voted in favor of the motion. Commissioner Vaughan voted against the motion. The motion carried 4-1.

REORGANIZATION OF SHERIFF'S OFFICE – Sheriff Johnson informed the Commissioners that he just received word that Fire Marshal David Leonard's father-in-law passed away and asked them to keep the family in their prayers. The Sheriff presented a reorganization plan for the Sheriff's Department. The plan reclassifies four administrative positions to deputies and assigns them to the patrol division, which would add one officer to each platoon, thereby reducing response time and deterring some criminal activity. This reclassification will create a net savings of \$94,371. With the cost savings, two new positions will be created and two positions will be reclassified for a total of \$85,226. One of the new positions will be assigned to the Juvenile Division as an investigator, and the other one will be assigned to the Vice/Narcotic Division. The reclassifications, at \$4,548, will be to the rank of Sergeant; one will be a Desk Sergeant and the other will be a Computer Forensics and Internet Crimes Against Children position.

HAZARDOUS MITIGATION PLAN – Alva Sizemore, Emergency Management Coordinator/Chemical Planner, reported that in June 2001 the General Assembly passed Senate Bill 300, which required all North Carolina counties to have a hazardous mitigation plan in order to qualify for certain funding and grants in case of disasters. He stated that Alamance County's plan has been in place since 2005 and must be updated every five years. The plan must be submitted and approved by the State this September. He stated the main update will be the inclusion of the Cities of Burlington and Graham, who currently have separate plans. The plan affects the Hazardous Mitigation Grant Program and the Pre-disaster Mitigation, Severe Repetitive Loss, and Flood Mitigation Assistance grants. All of the municipalities have reviewed the plan and made suggested changes, which were incorporated in the plan. He stated the Fire Marshal's Office plans to submit the plan to the State by the end of February for review and approval.

RECREATION AND PARKS GRANTS – Bryan Hagood, Recreation and Parks Director, requested approval to apply for three recreational grants. The North Carolina Recreational Trails Program grant is for \$75,000 to install trailside amenities at several of the paddle accesses around the county. This grant requires a twenty-five percent match, which will be met with in-kind labor and budgeted operating funds. The North Carolina Adopt-A-Trail Program grant will be for \$5,000 for trail work, particularly along the Challenge Golf Course which was recently donated to the County. The North Carolina Parks and

Recreation Trust Fund (PARTF) grant is for \$340,000 and will be used to complete the renovated addition to the Garrett House kitchen and for the construction of an enclosed shelter at Cedarock Park. He stated an advertised public meeting has been held for the PARTF grant, a civic group meeting has been held, and a second civic meeting is being planned. He further stated that the Parks Commission has recommended that the PARTF grant be approved by the Commissioners. Commissioner Lashley moved approval of the application for the three grants. The motion was seconded by Commissioner Vaughan, and it was approved unanimously.

BUDGET AMENDMENT #74 – Amy Weaver, Finance Officer presented Budget Amendment #74, which appropriates \$2,261,582 in state lottery proceeds from the North Carolina Education Lottery for the purchase of land and for the design phase of construction for the Alamance-Burlington School System Career Tech Center. She stated that no County funds are involved. Commissioner Vaughan moved approval of Budget Amendment #74. The motion was seconded by Vice Chair Boswell, and it was approved unanimously. A copy of the budget amendment is set forth hereafter.

BUDGET AMENDMENT #77 – Christy Bradsher, Administrative Officer of the Health Department, presented Budget Amendment #77, which appropriates \$1,935 from the March of Dimes to purchase supplies and materials to support the Centering Pregnancy Program. Vice Chair Boswell moved approval of the budget amendment. The motion was seconded by Commissioner Vaughan, and it was approved unanimously. A copy of the budget amendment is set forth hereafter.

SET PUBLIC HEARING – Craig Honeycutt, County Manager, requested a public hearing be set for February 1, 2010, on the proposed financing method for the Facilities Improvement Plan – Group B Projects. The mode of financing being considered is either Build America Bonds or Recovery Zone Bonds, both of which are part of the Federal Stimulus package. He announced the bid opening on Group B Projects is this Thursday. Vice Chair Boswell moved to set the public hearing as requested. The motion was seconded by Commissioner Vaughan, and it was approved unanimously.

SET PUBLIC HEARING – Craig Honeycutt, County Manager, requested a public hearing be set for February 1, 2010, for the bonds for the Alamance-Burlington School System Career Tech Center. Commissioner Lashley moved to set the public hearing as requested. The motion was seconded by Vice Chair Boswell, and it was approved unanimously.

COUNTY LINE ISSUE UPDATE – Craig Honeycutt, County Manager, reported he met recently with Frank Clifton, Orange County Manager, to discuss the status of the Orange County line issue. He stated they are working together to come up with a memorandum for both Boards of Commissioners in order to give a clear direction about the next step in the county line issue.

CONSENT AGENDA – Chair Massey presented the Consent Agenda. Commissioner Lashley moved approval of the Consent Agenda. The motion was seconded by Vice Chair Boswell, and it was approved unanimously. The Consent Agenda included the following:

Appointments – Reappointment of Elizabeth S. Bailey, Dr. Jim Bissett, and Jennifer Talley to the Historic Properties Commission.

Out-of-State-Travel Request for the Department of Social Services – 2010 Regional Financial Management Training Seminar in Memphis, Tennessee, February 17 to 18, 2010, for Susan Osborne and Deanna Manning, funded with an Office on Violence Against Women Grant.

Secondary Road Additions – Resolution for the addition of Virginia Lamm Drive and Forey's Court in Church View Acres Subdivision to the State's secondary road program for maintenance. A copy of the resolution is set forth hereafter.

Fire Department Insurance District Boundaries – Approval of the five mile insurance rated district for Haw River Fire District, which is an extension of the boundaries, for insurance purposes only. A copy of the map reflecting designated GIS points is set forth hereafter.

Ordinance – Ordinance designating the courthouse door, a copy of which is set forth hereafter.

Tax – Tax refunds and releases; a copy of the refunds is set forth hereafter.

Minutes – Minutes of the regular meeting of December 21, 2009.

CLOSED SESSION – Chair Massey called for a motion to adjourn to Closed Session pursuant to North Carolina General Statute section 143-318.11(a)(6) to consider the qualifications and conditions of initial employment of an individual. Commissioner Lashley moved to adjourn to Closed Session. The motion was seconded by Vice Chair Boswell, and it was approved unanimously. Upon returning from Closed Session, Chair Massey reconvened the Regular Session. She announced the Commissioners met on personnel matters and no action was taken.

COMMISSIONER COMMENTS – Commissioner Sutton pointed out that the percentage of fund balance reported in the annual financial report is not out of line with other counties.

There being no further business to be brought before the Board, the meeting was adjourned at 9:26 p.m.