

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**Regular Meeting**  
**Monday, February 21, 2011**  
**7:00 P.M.**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

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[www.co.union.nc.us](http://www.co.union.nc.us)

**Closed Session – 6:00 P.M.**

1. **Opening of Meeting**
  - a. Invocation
  - b. Pledge of Allegiance
  - c. Employee Service Award Recognitions for February 2011
  - d. Health Department - Accreditation Presentation from the State
  
2. **Public Hearing - Re: Proposed FY 2012 Community Transportation Program Application: Total Grant Funding Requests: \$381,728 in grant funding with the Federal Share being \$305,382, the State Share being \$29,009 and a Local Matching Share of \$47,337 (\*Estimated Time: 5 Minutes)**  
**ACTION REQUESTED:** Conduct Public Hearing
  
3. **Public Hearing – Re: Proposed Amendments to the Union County Land Use Ordinance, Section 27 Planning Board and Section 29 Board of Adjustment (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** Conduct Public Hearing
  
4. **Informal Comments (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** No action required
  
5. **Additions, Deletions and/or Adoption of Agenda (\*Estimated Time: 5 Minutes)**  
**ACTION REQUESTED:** Adoption of Agenda
  
6. **Consent Agenda (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** Approve items listed on Consent Agenda
  - a. **Minutes**  
**ACTION REQUESTED:** Approval of minutes
  
  - b. **Agreements and Purchase Orders Over \$20,000**
    - a. Sheriff's Office/Jail – Inmate Canteen Service Provider Contract with Aramark Correctional Services, LLC  
**ACTION REQUESTED:** Authorize the County Manager to approve agreement with Aramark Correctional Services, LLC, pending legal review

- c. **FY 2011 Community Transportation Program Application** (Public Hearing Held at 7:00 p.m.)  
**ACTION REQUESTED:** Adopt Community Transportation Program Resolution and Authorize County Manager to Approve and Submit Application
- d. **Tax Administrator**
  - 1. Ninth Motor Vehicle Billing in the Total Amount of \$906,173.27
  - 2. Motor Vehicle Abatement Report for September 2010 in the Amount of \$35,789.47**ACTION REQUESTED:** Approve Items 1-2, above
- e. **Delinquent Tax Lien Advertisement**  
**ACTION REQUESTED:** Accept report and order Tax Collector to advertise the liens in a local newspaper in accordance with NCGS 105-369
- f. **Write-Off 2006 Uncollectible Motor Vehicle Taxes – Amended Report**  
**ACTION REQUESTED:** Approve the amended report requesting the write off of 2006 outstanding registered motor vehicle taxes

**Old Business:**

- 7. **Scheduling of Municipal Meetings** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Approve tentative schedule and authorize County Manager to proceed.

**New Business:**

- 8. **Announcement of Vacancies on Boards and Committees** (\*Estimated Time: 10 Minutes)
  - a. Adult Care Home Community Advisory Committee
  - b. Agricultural Advisory Board [ One (1) Vacancy for an unexpired term ending June 2011)]
  - c. Juvenile Crime Prevention Council [one (1) vacancy for each of the following: a Substance Abuse Professional, a Member of the Business Community, a Member representing United Way or Other Non-Profit, one (1) Commissioner Appointee, and two (2) vacancies for persons under the age of 18]
  - d. Nursing Home Advisory Committee [Members cannot have a financial connection with or have an immediate family member in a nursing home]
  - e. Parks and Recreation Advisory Committee [Vacancies include one member with a physical disability]
  - f. Home and Community Care Block Grant Advisory Committee [three (3) vacancies for community representatives as of December 2010]
  - g. Board of Health [three (3) vacancies, one representing each of the following categories: a Dentist, a Pharmacist and a Veterinarian]
  - h. Planning Board [(Five (5) Vacancies which include one (1) regular member with an unexpired term ending April 20, 2011; one (1) term ending April 20, 2011; and two (2) unexpired terms ending April 20, 2012 and an alternate whose term expires April 20, 2011)]**ACTION REQUESTED:** Announce vacancies

9. **Appointments to Boards and Committees** (\*Estimated Time: 10 Minutes)
  - a. Fire Commission (Three Vacancies)
  - b. Board of Equalization and Review (Two Vacancies) and Appointment of Chair for 2011
  - c. Parks and Recreation Advisory Committee (Two Vacancies with Terms Expiring February 2011)

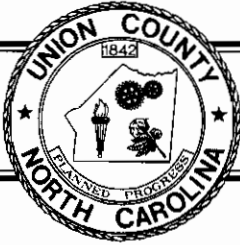
**ACTION REQUESTED:** Consider appointments to Fire Commission and Board of Equalization and Review and Appoint a Chair for the Board of Equalization and Review for 2012, and appointments to Parks and Recreation Advisory Committee

10. **County Manager's Comments**

11. **Commissioners' Comments**

INFORMATION ONLY  
NO ACTION REQUIRED

1. Motor Vehicle Discovery Report for September 2010
2. Department of Inspections' Monthly Report for January 2011



## OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704) 283-3810 • Fax (704) 282-0121

### PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will hold a special meeting on Monday, February 21, 2011, at 6:00 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session: 1) to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3) and to consider and give instructions to an attorney concerning the handling or settlement of a claim or judicial action; and 2) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. 143-318.11(a)(4)

\_\_\_\_\_  
Jerry B. Simpson, Chairman  
Union County Board of Commissioners

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 2/21/2011

Action Agenda Item No. 1c  
(Central Admin. use only)

**SUBJECT:** Employee Recognition

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**DEPARTMENT:** Personnel

**PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):**  
Service Award Recipients for the  
month of and February 2011.

**INFORMATION CONTACT:**  
Julie Broome

**TELEPHONE NUMBERS:**  
704-283-3803

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**DEPARTMENT'S RECOMMENDED ACTION:**

Recognize those County employees who have reached special milestones in their years of dedicated and loyal service to the citizens of Union County.

**BACKGROUND:**

The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years, and 30 years of service.

The attached list details the employee name, department, and years of service for our current service award recipients. We ask that you join us in acknowledging and congratulating these employees by reading their names during the opening of BOCC meeting.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

**Union County Service Award Recipients for the month of February 2011**

**We would like to recognize the following employees for full-time continuous service with Union County Local Government.**

**5 YEARS OF SERVICE**

TONDA HORNE  
JOHN MOSER  
MARIA NEWLOVE  
KEVIN WILLIAMS  
TERESA WILLIAMS

**DEPARTMENT**

PUBLIC WORKS  
SHERIFF'S OFFICE  
SOCIAL SERVICES  
SOCIAL SERVICES  
SOCIAL SERVICES

**10 YEARS OF SERVICE**

GEORGE MARSHALL

**DEPARTMENT**

SOCIAL SERVICES

**15 YEARS OF SERVICE**

PAM RIVERS  
SHEILA TREADAWAY

**DEPARTMENT**

PLANNING  
TAX ASSESSOR

**20 YEARS OF SERVICE**

CYNTHIA SMITH  
PAMELA KING  
WILLIAM VOSBURGH

**DEPARTMENT**

HEALTH  
SOCIAL SERVICES  
SOCIAL SERVICES



## Union County Health Department

1224 W. Roosevelt Blvd., Monroe, NC 28110 Phone (704) 296-4800 Fax (704) 296-4807

AGENDA ITEM

# 10  
MEETING DATE 2/21/11

News Release

### Health Department awarded accreditation designation

**January 19, 2011, Monroe, NC** – The Union County Health Department has been awarded the status of accredited health department by the North Carolina Local Health Department Accreditation Board.

“We are very pleased to have completed this process successfully,” said Union County Health Director Phillip Tarte. “It is certainly a validation of the quality of work and public service that the employees of this department have been providing the community for many years. This designation should be seen as recognition of their efforts.”

North Carolina is the first state in the country to mandate accreditation for its local health departments. The purpose of the accreditation program is to assure a basic level of capacity and services in each of the local health departments across the state.

“The accreditation process was very valuable for the agency,” said Agency Accreditation Coordinator Jackie Morgan. “It required a full examination of the agency, both the physical infrastructure, and the non-tangible service level infrastructure. It provided an opportunity to see gaps in service and make the appropriate adjustment, while also shedding light on places where the department was truly excelling. It was a lengthy but very important process with a rewarding outcome.”

Since the pilot program involving six local health departments began in 2001, 55 health departments have been accredited. The process of accreditation includes three major components – a self-assessment completed by the agency, a site visit by a multidisciplinary team of peers to review certain performance standards, and a determination of accreditation status by an independent accreditation board comprised of state and local public health officials, board of health members, county commissioners and public members.

The accreditation process is a collaboration of the North Carolina Division of Public Health, part of the Department of Health and Human Services and the North Carolina Institute for Public Health of the Gillings School of Global Health at the University of North Carolina at Chapel Hill with input from the North Carolina Association of Local Health Directors.

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**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: February 21, 2011

Action Agenda Item No. 246d  
(Central Admin. use only)

**SUBJECT:** FY2012 Community Transportation Program Grant Application

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**DEPARTMENT:** Transportation

**PUBLIC HEARING:** Yes

**ATTACHMENT(S):**

FY2012 SYSTEM DESCRIPTION  
FY2012 ADMINISTRATIVE BUDGET  
FY2012 CAPITAL BUDGET  
CTP PROGRAM RESOLUTION  
CERTIFICATION & ASSURANCES  
ATTORNEY AFFIRMATION  
5333B LABOR WARRANTY  
DBE CERTIFICATION  
DBE/MBE/WBE/HUB VENDOR  
AWARDS  
SECTION 5311 TITLE VI REPORT  
LOCAL SHARE CERTIFICATION

**INFORMATION CONTACT:**

ANNETTE SULLIVAN

**TELEPHONE NUMBERS:**

704-292-2566  
704-361-1494  
704-622-7565

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**DEPARTMENT'S RECOMMENDED ACTION:** Recommend approval for submittal of grant application to NCDOT for Administrative and Capital funding assistance for FY2012 and authorize the County Manager to approve agreement upon grant being awarded.

**BACKGROUND:** The CTP Grant (Section 5311 Program) is an annual grant that is intended to provide financial assistance for the support of public transportation services, which are open to the general public on a regular and continuing basis. The 5311 funds can be used for the costs of transit planning activities, transit operations, and the purchase of capital equipment or facilities to aid in the provision of transit services in rural and small urban areas as well as provide funds for state-level administration. This annual grant through NCDOT provides Administrative funding of 80% Federal and 5% State funding of 100% of the Associate Director and Billing Representative's salary and fringe as well as 85% of 80% of the Director's salary and fringe (percentage is reduced 20% due to Directors oversight of the Senior Nutrition Program). The Capital portion of this grant provides 90% reimbursement for replacement of vehicles in our fleet that have met NCDOT's useful life standard of 100,000 miles, for expansion vehicles (when necessary), as well as other "capital" needs such as radio equipment, lettering of vehicles (DOT required), computer equipment, etc. This grant is first reviewed by our DOT Mobility Specialist who then provides a recommendation to the NC Board of Transportation who is responsible for final award amounts .

**FINANCIAL IMPACT:** Total of \$381,728 in grant funding with the Federal share being

\$305,382, the state share being \$29,009 and a local matching share of \$47,337.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

**PUBLIC HEARING NOTICE**

This is to inform the public that a public hearing will be held on the proposed **FY 2012** Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than **March 11, 2011**. The public hearing will be held on **February 21, 2011**, at 7:00 p.m. before the Union County Board of Commissioners in the Commissioners' Board Room located on the first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina. Those interested in attending the public hearing and needing either auxiliary aids or services under the American with Disabilities Act (ADA) or a language translator should contact **Lynn West**, Clerk to the Board of Commissioners, at 704-283-3853 or via email at [west@co.union.nc.us](mailto:west@co.union.nc.us), on or before **February 16, 2011**.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in **Union County** as well as provides transportation options and services for the communities within this service area. These services are currently provided using **Demand Response and Subscription Route service**. Services are rendered by **Union County Transportation**.

The total estimated amount requested for the period **July 1, 2011 through June 30, 2012** is as follows:

Project	Total Amount
Local Share	Administrative
\$183,278	\$27,492
(15%)	
Capital (Vehicles & Other)	
\$198,450	\$19,845 (10%)
Operating (Small urban & regional systems)	\$ ___ (50%)
<b>TOTAL</b>	<b>\$381,728</b>
\$47,337	

Total Funding Requests  
Total Local Share

This application may be inspected at **Union County Transportation** located at 610 Patton Avenue, Monroe, North Carolina, from **8:00 a.m. to 5:00 p.m. Monday through Friday**. Written comments should be directed to **Lynn West**, Clerk to the Board of Commissioners, Union County Government Center, 500 North Main Street, Room 922, Monroe, North Carolina 28112 before **FEBRUARY 16, 2011**.

Lynn G. West, CMC  
Clerk to the  
Board of Commissioners  
**February 9, 2011**

NORTH CAROLINA,  
UNION COUNTY

**AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Marvin Enderle who being first duly sworn, deposes and says: that he is Publisher engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

February 9, 2011

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section I-597 of the General Statutes of North Carolina.

This 9 day of February 2011

Marvin Enderle

Sworn to and subscribed before me, this 9 day of Feb. \* 2011 \*

Patricia B. Beese Notary Public

Seal

My commission expires \* May 26, 2013 \*

Inches: 9.61  
Monroe, NC Date: February 9 2011

Account # 30062340

COST: 97.01

of Commissioners

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL  
Post Office Box 5040  
500 West Jefferson Street  
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

**Aviso de Junta  
Pública**

Este aviso es para informar al público sobre una audiencia pública que se llevará a cabo sobre el **fiscal propuesto del año 2012** del Programa de Transporte de la Comunidad que se someterá al Departamento de Transportación de Carolina del Norte no más tarde del **11 de Marzo, 2011**. La audiencia pública será llevada a cabo el **21 de Febrero, 2011** a las 7:00 PM frente al Consejo de Comisarios del Condado de Unión en la sala de juntas del Consejo de Comisarios situado en el primer piso del Centro de Gobierno del Condado de Unión, 500 North Main Street, Monroe, North Carolina. Personas interesadas en atender la junta que necesiten ayuda auxiliar o servicios bajo el acto de Americanos con Incapacidades o un intérprete favor de comunicarse con **Lynn G. West**, Funcionaria del Consejo de Comisarios, al teléfono 704-283-3853 o al correo electrónico [west@co.union.nc.us](mailto:west@co.union.nc.us) en o antes del 16 de Febrero, 2011. El Programa de Transportación para la Comunidad proporciona asistencia para coordinar programas de transporte ya en existencia y que operan en el **Condado de Unión**. El programa también proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados usando **Respuestas de Solicitudes y Suscripciones de Servicio de Ruta**. Servicios son dados por la oficina de Transporte del Condado de Unión. La aproximada cantidad total que será pedida para el periodo del 1 de Julio, 2011 al 30 de Junio, 2012:

Proyecto	Cantidad Total
Porción Local Administrativo	\$183,278
* 27.40% (15%)	

NORTH CAROLINA,  
UNION COUNTY

**AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Marvin Enderle who being first duly sworn, deposes and says: that he is Publisher engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

February 9, 2011

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section I-597 of the General Statutes of North Carolina.

This 9 day of February 2011  
Marvin Enderle

Sworn to and subscribed before me, this 9 day of Feb. \* 2011 \*  
Patricia B. Sloan Notary Public

Seal  
My commission expires \* May 26, 2013 \*

Inches: 12.24  
Monroe, NC Date: February 9 2011

Account # 30062340  
COST: 121.89

COMMUNICORA

IN ACCOUNT WITH  
THE ENQUIRER-JOURNAL  
Post Office Box 5040  
500 West Jefferson Street  
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

## Delegation of Authority

Date: February 21, 2011

I, CYNTHIA A. COTO COUNTY MANAGER, UNION COUNTY  
(Authorized Official's Typed/Printed Name) (Authorized Official's Title and Agency)

as the designated party for UNION COUNTY  
(Grant recipient/Applicant)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Public Transportation Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

**Primary Designee:** ANNETTE SULLIVAN, DIRECTOR  
(Primary Designee's Position Title)

UNION COUNTY TRANSPORTATION

(Primary Designee's Agency)

Reimbursement Requests:  Yes  No

Budget Revisions:  Yes  No

Budget Amendments:  Yes  No

Period of Performance Extension:  Yes  No

**Alternate Designee** DAVID CANNON, FINANCE OFFICER  
(Alternate Designee's Position Title)

UNION COUNTY FINANCE DEPARTMENT

(Alternate Designee's Agency)

Reimbursement Requests:  Yes  No

Budget Revisions:  Yes  No

Budget Amendments:  Yes  No

Period of Performance Extension:  Yes  No

Authorized Official's Signature: \_\_\_\_\_

Authorized Official's Typed/Printed Name CYNTHIA A. COTO

Please submit to  
NCDOT/PTD  
Attn: Faye McCullen  
1550 Mail Service Center  
Raleigh NC, 27699-1550

**FY2012 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION  
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 FEDERAL SECTION 5311 & STATE FUNDING  
 TRANSIT SYSTEM DESCRIPTION**

**1. GENERAL INFORMATION**

APPLICANT'S LEGAL NAME:

APPLICANT'S CONGRESSIONAL DISTRICT:  *If incorrect, enter correct primary district:*   
*If Applicant's city is included in more than one district, enter primary district only*

MAILING ADDRESS:   
*PO Box or Street Address*  
  
*City, State Zip*

PHYSICAL ADDRESS:   
*Street Address*  
  
*City, State*

TAXPAYER IDENTIFICATION NUMBER:

DOING BUSINESS AS (DBA) NAME:   
*Normally the transit system name, if different than applicant name*

APPLICANT DUNS NUMBER:   
*Unique 9-Digit number issued by Dun & Bradstreet. May be obtained free of charge at:  
<http://fedgov.dnb.com/webform>*

DUNS NUMBER OF PARENT AGENCY:   
*Required only if different than Applicant*

CONTACT PERSON:

PHONE NUMBER:   
*Area Code & Phone Number*

FAX NUMBER:   
*Area Code & Phone Number*

EMAIL ADDRESS:

SERVICE AREA'S CONGRESSIONAL DISTRICT:  *If incorrect, enter correct primary district:*   
*If Service Area is included in more than one district, enter primary district only*

SERVICE AREA:

**FEDERAL FINANCIAL ASSISTANCE  
 TRANSPARENCY ACT (FFATA):**

FFATA mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); **and**
- Those revenues were greater than \$25M; **and**
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting.

EXECUTIVE COMPENSATION REPORTING: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

1.	<input type="text"/>	\$	-
	<i>Enter full name</i>	<i>Total compensation</i>	
2.	<input type="text"/>	\$	-
	<i>Enter full name</i>	<i>Total compensation</i>	
3.	<input type="text"/>	\$	-
	<i>Enter full name</i>	<i>Total compensation</i>	
4.	<input type="text"/>	\$	-
	<i>Enter full name</i>	<i>Total compensation</i>	
5.	<input type="text"/>	\$	-
	<i>Enter full name</i>	<i>Total compensation</i>	

**2. TYPE OF APPLICANT**

Public County Government

**3. TYPE OF TRANSIT SYSTEM**

Single-County

**4. TYPE OF SERVICE – (check all that apply)**

Demand Response

Fixed Route

Subscription

Other: (specify below)

Deviated Fixed Route

**5. SERVICE OPTIONS -- (check all that apply)**

General Public

Brokerage (Contractual service not a referral)

Human Service

Other: (describe below)  
Coordination with Anson County

**6. PURCHASE SERVICE - List agencies that purchase service from the transit system. Note: List agency ONCE**

Agency 1

Name: UC DEPT OF SOCIAL SERVICES

Check if agency purchased service last year

List Programs Served:

- 1) MEDICAID
- 2) WORK FIRST
- 3) LINK
- 4) DSS SPECIAL
- 5) \_\_\_\_\_

Agency 2

Name: UC SENIOR NUTRITION

Check if agency purchased service last year

List Programs Served:

- 1) CONGREGATE
- 2) HOME DELIVERED
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 3

Name: UC HEALTH DEPARTMENT

Check if agency purchased service last year

List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 4

Name: UC VETERANS SERVICE

Check if agency purchased service last year

List Programs Served:

- 1) CHARLOTTE CLINIC
- 2) SALISBURY CLINIC
- 3) DURHAM
- 4) WINSTON SALEM
- 5) \_\_\_\_\_

Agency 5

Name: DEVELOPMENTAL DISABILITY RESOURCES

Check if agency purchased service last year

List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 6

Name: UNION DIVERSIFIED INDUSTRIES

Check if agency purchased service last year

List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 7

Name: TYSON FOODS

Check if agency purchased service last year

List Programs Served:

- 1) WORKMAN'S COMPENSATION
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 8

Name: ZURICH

Check if agency purchased service last year

List Programs Served:

- 1) WORKMAN'S COMP
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 9

Name: VOCATIONAL REHABILITATION

Check if agency purchased service last year

List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency 10

Name: COMMUNITY ACTION

Check if agency purchased service last year

List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Check box at left if you serve more than 10 agencies and complete Continuation worksheet.

**7. REVENUE VEHICLE INVENTORY BY CATEGORY**

→ Important - (If a vehicle has been replaced and the transit system has received the title from PTD, the vehicle should not be included in this inventory. Identify vehicles awaiting disposition in 8B below.)

<u>0</u>	Center Aisle Van	<u>1</u>	20-Ft LTV (Cutaway) (no lift)
<u>6</u>	Conversion Van		20-Ft LTV (Cutaway) (w/lift)
<u>9</u>	Lift-Equipped Van		22-Ft LTV (Cutaway) (w/lift)
<u>6</u>	Minivan (no ramp)		25-Ft LTV (Cutaway) (w/lift)
	Minivan (w/ramp)		28-Ft LTV (Cutaway) (w/lift)
	Crossover (4/All-wheel drive)		Other: (describe below)
	Transit Bus		

**8. FLEET SIZE**

**A. ACTIVE FLEET**

- 21 Total **Revenue** Vehicles in Fleet
- 1 Backup **Revenue** Vehicles
- 9 Total Lift-Equipped Vehicles

**B. INACTIVE FLEET**

0 Enter number of vehicles **awaiting** disposition. This includes vehicles for which replacements have been received and titles have been received from PTD. It also includes fleet reductions for which titles have been received from PTD.

**9. DAYS AND HOURS OF SERVICE** (Check all that apply and enter corresponding service hours):

DAYS	Beginning Time	SERVICE HOURS	Ending Time
<input type="checkbox"/> Seven (7) days per week			
<input checked="" type="checkbox"/> Monday - Friday	<u>5:00 A.M.</u>		<u>6:30 P.M.</u>
<input type="checkbox"/> Saturday			
<input type="checkbox"/> Sunday			
<input type="checkbox"/> Holiday			

**10. SYSTEM MANAGEMENT & OPERATION**

A. Is the **Management/Administration** of the transit system currently subcontracted? No  
**If yes, answer the following:**

Name of the Management provider: \_\_\_\_\_

When will the new RFP process begin? \_\_\_\_\_

Are employees of the subcontractor represented by a labor organization (union)? \_\_\_\_\_

**If so, provide the following:**

Name of Union: \_\_\_\_\_

*Example: Amalgamated Transit Union Local #1437*

B. Is the **Operation** of the transit system currently subcontracted? No  
**If yes, answer the following:**

Name of the service provider: \_\_\_\_\_

When will the new RFP process begin? \_\_\_\_\_

Are employees of the subcontractor represented by a labor organization (union)? \_\_\_\_\_

**If so, provide the following:**

Name of Union: \_\_\_\_\_

*Example: Amalgamated Transit Union Local #1437*

C. Does **another** public transit system contract with your system for any part of its service? Yes  
**If yes, answer the following:**

Name of the public transit system: ANSON COUNTY TRANSPORTATION SERVICE

Type of service that you provide: SUBSCRIPTION SPECIALTY TRIPS

Are employees of the **other** transit system **or** its subcontractor(s) represented by a labor union? No

**If so, provide the following:**

Name of other system's subcontractor (if applicable): \_\_\_\_\_

Name of Union: \_\_\_\_\_

*Example: Amalgamated Transit Union Local #1437*



**11. PUBLIC INVOLVEMENT – Please complete the chart below to document outreach efforts.**

Organizations / Events	Date / Time	Location	Number of Attendees	Primary Audience	Number Title VI Forms Completed
1) SENIOR EXPO	9:00 A.M.-12:00 P.M.	UC AGRICULTURE CENTER, WINGATE NC	300+	Elderly	0
2) UNION COUNTY TRANSITION FAIR	5-18-10 9:30-1:00	SOUTH PIEDMONT COMMUNITY COLLEGE	900+	General Public	0
3) UNION COUNTY CIVITAN CLUB	4-26-10 7:00 PM	WINGATE UNIVERSITY	25	General Public	0
4)					
5)					
6)					
7)					
8)					
9)					
10)					

- A. Is a governing board approved formalized public involvement plan in use?  
 If **yes** (complete questions below) No
- Is that plan evaluated and updated at least annually? \_\_\_\_\_
- Does that plan have defined objectives? \_\_\_\_\_
- Are those objectives being met? \_\_\_\_\_

If **no** – Describe below how the effectiveness of the public involvement efforts are evaluated and/or improved.

STAFF OBSERVES TRENDS OF NEW REGISTRATIONS IMMEDIATELY FOLLOWING PARTICIPATION IN AN EVENT . WE ALSO REVIEW THE INTEREST THAT IS SHOWN DURING THESE EVENTS AND IF THERE IS NOT AMPLE INTEREST, WE MAY DECLINE THE INVITATION THE FOLLOWING YEAR. WE ARE CONSTANTLY LOOKING FOR NEW OPPORTUNITIES TO SHARE OUR INFORMATION. WE ALSO SURVEY OUR CONTRACTING AGENCIES AND OUR HUMAN SERVICE AND GENERAL PUBLIC CLIENTS TO GAIN FEEDBACK ON THE TYPE AND CALIBER OF SERVICE WE PROVIDE. WE CONTINUE TO REVIEW THE CONTENT OF THE INFORMATION WE PROVIDE AS WELL AS THE MANNER IT IS PROVIDED TO ASSURE THAT IT IS UP TO DATE AND PRESENTED IN THE MANNER THE PUBLIC SEEMS TO BE MOST INTERESTED IN RECEIVING.

**B. Describe Public Outreach Methods:**

Select the ONE word that most accurately completes the sentence



Information dissemination is Always written.

Public meeting times are Seldom between 8 AM and 5 PM.

Information is Always available in an audible format.

Information is Usually available in a language other than English.

Reasonable access is Always available for those with a disability.

**12. ADMINISTRATIVE CHANGES** - Describe administrative changes to be incorporated during FY2012 in the space below. A new job description must be attached for (1) any new administrative positions or (2) any increase in the percentage of a position dedicated to transportation.

If **NONE** check here:  Check here if job description(s) attached:

**13. SERVICE CHANGES** - Describe service changes anticipated to be incorporated during FY2012 in the space below.  
If **NONE** check here:

(Note: Include in your description the rationale for the anticipated change in service. For example, the anticipated change is due to customer feedback, marketing or other efforts.)

How will the public be notified of the changes described above?

N/A

How much lead-time is given before changes take effect?

N/A

14. CAPITAL - In the chart below, list and provide narrative justification for any of the following FY2012 capital requests:

- \* Advanced / Baseline Technology
- \* Expansion Vehicle
- \* Radio Equipment
- \* Telephone Equipment

If NONE check here:

List in order of priority. See Capital Replacement Schedule for documentation requirements

	Capital Category	Narrative Description / Justification	Supporting Documentation
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			
15)			
16)			

**Special Section 5333(b) Warranty  
For Application to the Nonurbanized Area Formula Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

**A. General Application**

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

UNION COUNTY

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

**B. Standard Terms and Conditions**

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

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An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a

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full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless

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otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in

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addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.



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(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

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(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses,

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losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be

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selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

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For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final

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and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

**SFY 2012 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

**SFY 2012 Community Transportation Program (CTP) Grant Application  
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basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union



**SFY 2012 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

**C. Acceptance of Special Section 5333(b) Warranty**

I, (Name and Title) CYNTHIA A COTO, COUNTY MANAGER  
(Name and Title)

do hereby certify that

UNION COUNTY

(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty;

will accept this agreement as part of the contract of assistance with the North Carolina

Department of Transportation; and

**will post, in a prominent and accessible place, the terms and conditions of the Warranty**

**with a notice stating that the Recipient has received federal assistance under the Federal**

**Transit statute and has agreed to comply with these terms.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

# COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

## Section 5311 FY 2012 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* \_\_\_\_\_ and seconded by *(Board Member's Name or N/A, if not required)* \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* \_\_\_\_\_ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)\** \_\_\_\_\_ Of *(Name of Applicant's Governing Body)* \_\_\_\_\_ is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)\** \_\_\_\_\_ *(Certifying Official's Title)* \_\_\_\_\_ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* \_\_\_\_\_ duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
*Signature of Certifying Official*

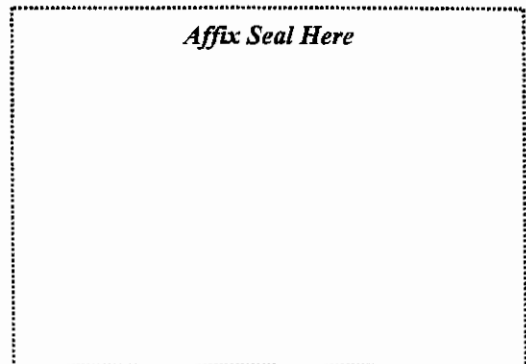
**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires *(date)* \_\_\_\_\_





would violate the affected persons' constitutional rights to an impartial decision. The circumstances under which a member must recuse himself or herself include, but are not limited to, (1) a member having a fixed opinion prior to hearing the matter that is not susceptible to change, (2) undisclosed ex parte communications, (3) a close familial, business, or other associational relationship with an affected person, or (4) a financial interest in the outcome of a matter. The Conflict of Interest Form only deals with # 4, a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

The requirements in the Land Use Ordinance for recusal of Planning Board members are not as stringent as those for Board of Adjustment members. The Land Use Ordinance states that a member of the planning Board may be excused from voting on a particular issue by a majority vote of the remaining members of the Planning Board. The circumstances under which a member may be excused from voting are: (1) the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. (2) the matter at issue involves the member's own official conduct; or (3) a member has such close personal ties to the applicant that the member cannot reasonably be expected to exercise sound judgment in the public interest. The Conflict of Interest Form only deals with # 1. A motion to allow a member to be excused from voting is in order only if made by or at the initiative of the member directly affected.

These less stringent requirements are due mainly to the types of decisions that the Planning Board makes. The Planning Board is basically an advisory body (i.e. recommends to the Board of Commissioners plans, policies, ordinances, administrative procedures, and zoning map changes related to growth and development). The one exception to the Planning Board's advisory role is the approval of major development permits (i.e. subdivisions and amendments to PUD permits). Approval of both subdivisions and PUD amendments is a ministerial procedure by which the Planning Board must approve the permit if the application complies with all applicable requirements of the Land Use Ordinance. If the application is found to be not in compliance with one or more requirements of the ordinance, the Planning Board must deny the permit and specify the particular requirement the application failed to meet.

## Recommendation

Staff's recommendation is to delete from the Union County Land Use Ordinance those provisions requiring conflict of interest disclosure forms as apart of the appointment process for the Planning Board and the Board of Adjustment. The major reasons why staff supports approval of this proposed text amendment are: (i) the ordinance includes existing procedures requiring Board of Adjustment members to recuse themselves for various circumstances that may possible create a conflict of interest situation. (ii) the ordinance allows members of the public to raise objections to Board of Adjustment members' participation in or vote on quasi-judicial matters. (iii) Planning Board decisions are mostly advisory in nature with the exception of major development permit approvals which are ministerial procedures based on specific density and dimensional regulations (i.e. no discretion).

## Membership on Other Boards and Committees

The current Land Use Ordinance prohibits service on the Planning Board and the Board of Adjustments by members of the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the

Public Works Advisory Board, the Board of Equalization and Review, and the Union County Partnership for Progress. In addition, applicants are prohibited from serving on both the Planning Board and the Board of Adjustment.

All these other boards and committees deal with land development/land use issues in varying degrees as these groups carry out their primary mission/purpose. All these boards could benefit by having one of its members serve on the Planning Board or the Board of Adjustment both of which deal primarily with land development/ land use issues. Joint membership would improve needed coordination and cooperation between these various boards and provide additional insight and training to its members as the respective boards deal with related issues. The prohibition of dual members also greatly reduces the pool of prospective applicants.

**Recommendation**

Staff's recommendation is to delete from the Union County Land Use Ordinance those provisions prohibiting service on the Planning Board and Board of Adjustment by members of the various other boards and committees. The major reasons why staff supports approval of this proposed text amendment are: (i) prohibition of dual memberships greatly reduces the number of possible applicants. (ii) prohibition of dual memberships eliminates one of best means of improving coordination and cooperation between various boards. (iii) membership on more than one board provides the opportunity for the experience and training received from being on one board to also provide a benefit to the second board.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will on Monday, February 21, 2011, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth

1) Amend Article III Administrative Mechanisms, Part I. Planning Board, Section 27 (b) and (d) and Part II. Board of Adjustment Section 29 (h) and (j) of the Union County Land Use Ordinance by deleting the current wording.

The effect of these amendments will be: (1) Conflict of interest disclosure forms will not be required as part of the appointment process for the Planning Board and the Board of Adjustment and (2) Members of the Planning Board and the Board of Adjustment will not be prohibited from serving as members of various other boards and committees.

**2) Current Wording:**

Section 27:

(b) Regular and alternate members of the planning board shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of Commissioners. Failure to fully disclose any required information or falsification of information on the application or disclosure form shall constitute good cause for removal pursuant to Section 21(d).

(d) Regular and alternate members of the planning board shall not serve on any of the following Union County boards and committees during their term: the Board of Adjustment, the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the Public Works Advisory Board, and the Board of Equalization and Review; nor shall regular or alternate members serve on the board of directors of Union County Partnership for Progress, a North Carolina non-profit corporation.

Section 29

NORTH CAROLINA,  
UNION COUNTY

**AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Marvin Enderle who being first duly sworn, deposes and says: that he is Publisher engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

February 9, 15, 2011

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 15 day of February 2011

Marvin Enderle

Sworn to and subscribed before me, this 15 day of Feb \* 2011 \*

Patricia A. Dease Notary Public

Seal

My commission expires \* May 26, 2013 \*

Inches: 17.74  
Monroe, NC Date: February 15 2011

le III Account # 30062340  
COST: 353.22

Commissioners

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040  
500 West Jefferson Street  
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

## PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will on Monday, February 21, 2011, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth below.

- 1) **Amend Article III Administrative Mechanisms, Part I. Planning Board, Section 27 (b) and (d) and Part II. Board of Adjustment Section 29 (h) and (j) of the Union County Land Use Ordinance by deleting the current wording.** The effect of these amendments will be: (1) Conflict of interest disclosure forms will **not** be required as part of the appointment process for the Planning Board and the Board of Adjustment and (2) Members of the Planning Board and the Board of Adjustment will **not** be prohibited from serving as members of various other boards and committees.

- 2) **Current Wording:**

Section 27

- (b) Regular and alternate members of the planning board shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of Commissioners. Failure to fully disclose any required information or falsification of information on the application or disclosure form shall constitute good cause for removal pursuant to Section 21(d).
- (d) Regular and alternate members of the planning board shall not serve on any of the following Union County boards and committees during their term: the Board of Adjustment, the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the Public Works Advisory Board, and the Board of Equalization and Review; nor shall regular or alternate members serve on the board of directors of Union County Partnership for Progress, a North Carolina nonprofit corporation.

Section 29

- (h) Regular and alternate members of the board of adjustment shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of Commissioners. Failure to fully disclose any required information or falsification of information on the application or disclosure form shall constitute good cause for removal pursuant to Section 29(d).
- (j) Regular and alternate members of the board of adjustment shall not serve on any of the following Union County boards and committees during their term: the Planning Board, the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the Public Works Advisory Board, and the Board of Equalization and Review; nor shall regular or alternate members serve on the board of

directors of Union County Partnership for Progress, a North Carolina nonprofit corporation.

The proposed amendments may later undergo, without further notice, substantial changes resulting from objections, debate, and discussions at the hearing.

The full text and/or supporting documents relative to the proposed amendments are available for inspection and study at the Union County Planning Department located at 407 North Main Street, Room #149, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition or amendments may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West  
Clerk to the Board

Publish on: Wednesday, February 9, 2011, and Tuesday, February 15, 2011



## **TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE**

### **SECTION 1**

**DELETE** subsections (b) and (d) of Section 27, which subsections read as follows:

- (b) Regular and alternate members of the planning board shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of Commissioners. Failure to fully disclose any required information or falsification of information on the application or disclosure form shall constitute good cause for removal pursuant to Section 21(d).
- (d) Regular and alternate members of the planning board shall not serve on any of the following Union County boards and committees during their term: the Board of Adjustment, the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the Public Works Advisory Board, and the Board of Equalization and Review; nor shall regular or alternate members serve on the board of directors of Union County Partnership for Progress, a North Carolina nonprofit corporation.

### **SECTION 2**

**DELETE** subsections (h) and (j) of Section 29, Appointment and Terms of Board of Adjustment, which subsections read as follows:

- (h) Regular and alternate members of the board of adjustment shall only be considered for appointment after submitting a completed county service application and conflict of interest disclosure form to the Clerk to the Board of Commissioners. Failure to fully disclose any required information or falsification of information on the application or disclosure form shall constitute good cause for removal pursuant to Section 29(d).
- (j) Regular and alternate members of the board of adjustment shall not serve on any of the following Union County boards and committees during their term: the Planning Board, the Parks and Recreation Advisory Board, the Joint Historic Preservation Commission, the Library Board of Trustees, the Agricultural Advisory Board, the Public Works Advisory Board, and the Board of Equalization and Review; nor shall regular or alternate members serve on the board of directors of Union County Partnership for Progress, a North Carolina nonprofit corporation.

**SECTION 3**

Except as herein amended, the provisions of the Union County Land Use Ordinance shall remain in full force and effect.

Approved following public hearing, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 2/21/11**

**Action Agenda Item No.** 66  
(Central Admin. use only)

**SUBJECT:** Inmate Canteen Service Provider Contract

**DEPARTMENT:** Sheriff's Office/Jail      **PUBLIC HEARING:** No

**ATTACHMENT(S):** \_\_\_\_\_

**INFORMATION CONTACT:**  
Captain Steve Simpson

**TELEPHONE NUMBERS:**  
704-283-3578  
704-400-4584

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize the County Manager to approve Inmate Canteen Provider Contract with Aramark Correctional Services, LLC ("Aramark") following Legal review and approval.

**BACKGROUND:** Historically the Sheriff's Office has provided canteen services to inmates "in-house" whereby we provide the inventory, packaging and delivery of items ordered through canteen. The Sheriff has decided it would be more cost effective to outsource this operation to a vendor already familiar with this process. Aramark Correctional Services, LLC already provides meals to the Union County Jail inmates as well as the Nutrition for the Elderly Program. This same vendor also provides canteen services to many Jails. It is the Sheriff's intent to enter into an agreement with this vendor to provide those same services to the Union County Jail.

**FINANCIAL IMPACT:** Union County will receive revenue based on a contractual percentage of Net sales revenue generated by inmate sales.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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\_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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## **OPERATING AGREEMENT – COMMISSARY SERVICES**

This **COMMISSARY AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ between **Union County**, with offices at 500 North Main Street, Monroe, NC 28112 (the “County”) acting through the Union County Sheriff’s Office, and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 (“ARAMARK”).

### **WITNESSETH:**

1. **COMMISSARY SERVICE:** Beginning upon the Acceptance Date, as defined by Section 5 below, ARAMARK shall provide commissary services for the inmates at the Union County Jail located at 3344 Presson Road, Monroe, NC 28112 (the “Facility”). In so doing, ARAMARK shall provide a large selection of food, candy, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the “Products”), all of which shall be subject to the approval of the Union County Sheriff (the “Sheriff”) or his designee and shall be of good quality. A sample menu of available Products is attached and incorporated herein as **Exhibit A**. Except as otherwise indicated in this Agreement, beginning upon the Acceptance Date (as defined in Section 5 below), ARAMARK shall be the exclusive commissary provider of all Products that it has received the Sheriff’s (or his designee’s) approval to sell to the inmates at the Union County Jail. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not restrict the County from: purchasing and providing products from other providers that the County is otherwise required by law to provide (e.g. meals for inmates); purchasing and providing products from other providers as part of the medical, dental, educational, rehabilitation, or job training services the County provides to inmates; or purchasing products from other providers and providing such products at no additional charge to inmates. Furthermore, notwithstanding anything in this Agreement to the contrary, ARAMARK acknowledges and agrees that the County has contracted with another vendor for inmate telephone service, and that this Agreement shall not be construed to give ARAMARK any right to provide telephone service for inmates of the Facility, nor shall it give ARAMARK any right to receive any payments, fees, commissions, etc. arising from telephone service provided by another vendor. The Sheriff, or his designee, retains the discretion to revoke commissary privileges of certain inmates as he considers necessary as well as the discretion to reject Products and revoke any prior approval of a Product.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **FACILITIES AND EQUIPMENT:** Union County Jail shall, at its expense, permit ARAMARK to use adequate existing office and storage facilities at the Facility, or such other office and storage areas that the Sheriff deems appropriate. Such areas will be provided for

ARAMARK's use in fulfilling this Agreement subject to the Sheriff's control. ARAMARK shall be responsible for its telephone service and internet service as needed to support its commissary operations. In addition, ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including, but not limited to, ARAMARK's ACTFAS® commissary management information systems (the "ACTFAS® System"), as necessary to support ARAMARK's commissary operations. ARAMARK shall also coordinate with SunGard HTE Inc. ("SunGard") and the Union County/Sheriff's Information Technology Personnel to activate and maintain a module in the Facility's OSSI Jail Management System ("OSSI JMS") which will provide an interface between ARAMARK's ACTFAS® System and the Facility's OSSI JMS. All costs associated with the activation and maintenance of said interface shall be borne by ARAMARK. Furthermore, ARAMARK shall be solely responsible for timely obtaining all necessary authorizations and approvals from SunGard related to ARAMARK's Computer Equipment installation and the activation and use of the aforementioned OSSI JMS interface module. Failure to obtain such authorizations and approvals shall be a material breach of this Agreement. ARAMARK shall provide commissary bubble sheet order forms to the County. Sheriff's personnel shall (a) distribute the order forms to the inmates, (b) collect all completed order forms from the inmates, and (c) deliver all completed order forms to ARAMARK personnel. ARAMARK personnel shall then scan in the orders using an OMR scanner provided by ARAMARK. Orders will be transmitted to and processed at an off-site ARAMARK warehouse. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The ACTFAS® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the ACTFAS® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible for supporting and maintaining in good working order all Computer Equipment and software (including, but not limited to the ACTFAS® System) as well as the aforementioned internet and phone lines during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. The bubble sheet order forms supplied by ARAMARK must clearly notify the inmate that: (1) his/her order will constitute a contract between the inmate and ARAMARK; (2) any disputes regarding the order or the completion of the order will be between the inmate and ARAMARK; (3) and that if the inmate is released or transferred from the Union County Jail prior to the delivery of his/her order, the inmate will have seventy two (72) hours to claim the ordered Products from ARAMARK at the Union County Jail or the ordered Products will be considered to be abandoned by the inmate with no right to a refund. The wording of this notice shall be sent to the Sheriff for his review and approval prior to the commencement of commissary services by ARAMARK. The Sheriff's personnel shall transport the delivered Products ordered by inmates to inmates, and shall deliver Products returned by inmates to ARAMARK, in a timely manner. In the event that an inmate is released or transferred prior to delivery of Products ordered by the inmate to the inmate, ARAMARK shall hold the Products at the Facility for 72 hours. In the event that the inmate does not claim the Products within 72 hours, ARAMARK shall dispose of the Products. Any shipping costs attributed to the delivery or return of Products shall be borne solely by ARAMARK.

**B. FORCE MAJEURE:** In the event of a Force Majeure, the Sheriff or his designee shall assist ARAMARK by permitting reasonable variations in ARAMARK's Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide commissary service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. Any such services requiring additional costs shall not be provided unless the additional costs are approved in advance and in writing by the Sheriff or his designee. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**C. PRODUCT DELIVERY:** ARAMARK shall timely deliver to the Facility the Products ordered by inmates. ARAMARK shall provide Products that, when compared with the date of delivery to the inmates, have reasonable expiration dates, including, but not limited to "best if used by" dates and "sell by" dates. Products shall remain in their original packaging unless otherwise specified by the Sheriff. ARAMARK warrants that the food and beverage items delivered by it under this Agreement shall be wholesome and suitable for human consumption. Prior to arriving at the Facility, each inmate's ordered Products shall be placed by ARAMARK in a sealed, clear plastic bag, or, if necessary due to the size, quantity, or weight of Products ordered, multiple, sealed, clear plastic bags. The clear plastic bag(s) shall be clearly labeled with the ordering inmate's name and/or any other identifier specified by the Sheriff. Each clear plastic bag must contain an itemized receipt with a signature line for the inmate to acknowledge receipt of the Products. The itemized receipt must also include the following information: (1) a list of the Products enclosed in the bag; (2) the price of each Product; (3) the total price of the inmate's order(s) as enclosed in the bag(s); (4) the date the order(s) was placed; (5) the inmate's name; and (6) any other information specified by the Sheriff. The clear plastic bags shall be pre-sorted as specified by the Sheriff (e.g. alphabetically by inmates' last names). Sheriff's personnel shall transport the delivered Products ordered by inmates to inmates, and shall deliver Products returned by inmates to ARAMARK, in a timely manner. In the event that an inmate is released or transferred prior to delivery of Products ordered by the inmate to the inmate, ARAMARK shall hold the Products at the Facility for 72 hours. In the event that the inmate does not claim the Products from ARAMARK within 72 hours, ARAMARK shall dispose of the Products. Any shipping costs attributed to the delivery or return of Products shall be borne solely by ARAMARK.

**D. SANITATION:** ARAMARK shall be responsible for janitorial service in the commissary areas provided for ARAMARK's use. ARAMARK shall be responsible for the removal of trash and garbage from the commissary areas.

**E. PERSONNEL:** ARAMARK shall provide appropriate on-site personnel, and from ARAMARK's headquarters location, expert administrative and purchasing advice related to the commissary operation.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including but not limited to, the ACTFAS® System, and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees.

The Sheriff retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations. If the Sheriff, for any reason, feels that a particular employee or agent of ARAMARK is unacceptable for work or in any way jeopardizes the security or hinders the goals of the Facility, the Sheriff may cause the employee or agent to vacate the Facility immediately. ARAMARK agrees that it, its employees, agents, and subcontractors assigned to the Facility will abide by all Union County Jail policies, rules, and guidelines.

**F. EQUAL EMPLOYMENT OPPORTUNITY:** ARAMARK agrees that it shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**G. HEALTH EXAMINATIONS:** If required by law, ARAMARK shall cause its employees assigned to duty at the Facility to submit to periodic health examinations, and to submit satisfactory evidence of compliance with all health regulations to the County upon written request.

**H. INSURANCE:** At ARAMARK's sole expense, ARAMARK shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

**A. WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

**B. COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.



\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence  
\$1,000,000 Personal and Advertising Injury Limit  
\$5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

**ADDITIONAL INSURANCE REQUIREMENTS**

- A. ARAMARK's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**

Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.

- B. Before commencement of any work or event, ARAMARK shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ARAMARK shall have no right of recovery or subrogation against the County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. The County shall have no liability with respect to ARAMARK's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ARAMARK.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, ARAMARK hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office  
Contract #: 2524

- G. Insurance procured by ARAMARK shall not reduce nor limit ARAMARK's contractual obligation to indemnify, save harmless and defend the County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event ARAMARK receives Notice of Cancellation of Insurance required pursuant to this Agreement, ARAMARK shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

- J. If ARAMARK is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ARAMARK shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

**I. INDEMNIFICATION:** ARAMARK agrees to protect, defend, indemnify and hold the County, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of ARAMARK, its officers, employees, subcontractors or agents. ARAMARK further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**J. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS.** ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the

surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's Premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

**K. Intentionally Deleted.**

**L. COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations, codes, and requirements applicable to their activities hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.

**M. RETURN OF EQUIPMENT:** ARAMARK shall return to the County at the expiration or on any termination of this Agreement the commissary areas provided for use by ARAMARK and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that such commissary areas and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that such equipment may have been stolen by persons other than employees of ARAMARK without negligence or misconduct on the part of ARAMARK or its employees.

**N. LICENSE, FEES, PERMITS, AND TAXES:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. ARAMARK shall be responsible for all sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products.

**3. FINANCIAL ARRANGEMENTS:**

**A. PRODUCT ORDERS:** ARAMARK shall process orders for Products from inmates in accordance with this Agreement and ARAMARK's standard procedures, subject to the Sheriff's approval. If there is a conflict between ARAMARK's standard procedures and this Agreement, the terms of this Agreement shall control. When processing an order, ARAMARK shall use the interface between ARAMARK'S ACTFAS® System and the Facility's OSSI JMS to upload a data file from the OSSI JMS containing each inmate's account information in order to verify that an inmate making an order has sufficient funds in his/her account to cover the entire cost (including all applicable taxes) of the order placed by the inmate. If ARAMARK determines that there are sufficient funds in the inmate's account, ARAMARK will validate the

order and send the order electronically to its warehouse(s) to be filled by ARAMARK. ARAMARK's warehouse(s) will then verify the inmate's current account balance with the ARAMARK employee working at the Facility. Once verified, the ARAMARK employee stationed at the Facility will use the interface between ARAMARK's ACTFAS® System and the Facility's OSSI JMS to submit a request to complete the order. The interface will then update the OSSI JMS to reflect the appropriate debit to the inmate's account information. If an inmate orders more Products than he/she has money in his/her account to pay for, ARAMARK must partially fill the order in the manner directed by the Sheriff or his designee (e.g. Sheriff may direct that health/hygiene-related products and stationary products be filled first). The County is not financially committed by this Agreement to purchase any minimum amount of goods or services. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services. Notwithstanding anything herein to the contrary, under no circumstances will ARAMARK have access to the inmate trust account.

**B. Intentionally Deleted.**

**C. BILLING AND PRICES:** ARAMARK shall determine the prices at which Products shall be sold upon written approval of the Sheriff or his designee. Any increases to such prices must be approved by the Sheriff or his designee. ARAMARK shall be solely responsible for ensuring that the price of commissary items shall be no higher than local retail prices as is required by State regulations. The term "Gross Sales" shall mean total commissary sales plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when an inmate submits a signed order form to Sheriff's personnel. ARAMARK shall not be entitled to payment for any Products that are defective, damaged, unwholesome, or spoiled. ARAMARK shall be responsible for processing all inmate returns.

ARAMARK shall submit to the County on the first day of every month, for the preceding month, three itemized invoices. One of the invoices shall include the total Gross Sales of Products made during the preceding month that will be paid for out of the inmate trust account. This itemized invoice must show individual inmate deductions from inmate accounts by order date. One of the invoices shall include all admission kits (hygiene kits) ordered by the County, if any, during the preceding month. The third invoice shall include all other items ordered by the County (e.g. items to be given to indigent inmates), if any, during the preceding month. ARAMARK will work with the Sheriff or his designee to identify which sales will be paid out of the inmate trust account. ARAMARK will also work with the Sheriff or his designee to include any additional information in its invoices that may be needed by the County for verification and/or auditing purposes.

**D. FINANCIAL COMMITMENT:** ARAMARK shall make a financial commitment to the County in an amount up to \$32,250 (the "Financial Commitment") for the hardware and software required for the commissary operations. The Financial Commitment shall be amortized on a straight line basis over a period of three years (the "Amortized Period"), commencing upon the mutual execution of this Agreement. Upon expiration or termination of this

Agreement, ARAMARK shall remove the equipment purchased pursuant to this Section 3.D. and shall restore the Facility to the condition which existed prior to said installation.

**E. MANNER OF PAYMENT:** ARAMARK shall, as described in Section 3.C. above, bill the County on a monthly basis for Gross Sales made during the immediately preceding month. Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the verified invoice is received by the County's Finance Department. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 7 hereof). ARAMARK also agrees to accept payment via electronic transfer. If the County elects to pay ARAMARK via electronic transfer, ARAMARK agrees to provide such information to the County as may be necessary to facilitate such payment method. Notwithstanding the above, payments that are to be made from or to the inmate trust account shall only be made via check, and shall not be made via electronic transfer. If any valid invoices are not paid within thirty (30) days of their receipt by the County's Finance Department, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the payment due date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the receipt of verified invoice by the County's Finance Department. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County, to the extent permitted by applicable law, agrees to pay reasonable attorney's fees and other costs.

At the time of invoicing, ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales and credits. This summary shall be forwarded to the County each month with the aforementioned monthly invoices. The summary must be itemized and must show individual inmate deductions from inmate accounts by order date.

**F. COMMISSIONS:** ARAMARK shall pay to the County a commission in an amount equal to ten percent (10%) of Net Sales. The term "Net Sales" shall mean sales of all Products excluding (a) all sales of stamps and pre-stamped envelopes, debit cards, and Indigent Products and (b) any applicable sales or use tax. Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales

made during such month. If ARAMARK fails to timely pay the County its commissions as herein described, the County reserves the right to withhold such commissions from future payments owed to ARAMARK.

**4. ACCESS AND RECORDS:** ARAMARK shall maintain accurate and detailed books and records, in accordance with generally accepted accounting principles, consistently applied, in connection with the commissary service operation. ARAMARK shall retain such records and any other records concerning any individual inmate funds and/or grievances for the longest of the following periods:

- (a) twelve (12) months after the expiration or any termination of this Agreement;
- (b) a period of three (3) years from the date the inmate is released or transferred out of the Union County Jail;
- (c) a period of five (5) years from creation/receipt of the records by ARAMARK;
- (d) any other period required by law.

ARAMARK agrees to maintain all other records related to this Agreement for a period of five (5) years from their creation/receipt by ARAMARK, unless a longer period is required by applicable law, in which case ARAMARK shall maintain such records for that longer period. For all work being performed pursuant to this Agreement, the County has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work, including but not limited to records concerning individual inmate accounts and/or grievances. Such audit rights shall be extended to the County or to any representative designated by the County. Audits shall take place at times and locations mutually agreed upon by both parties, although ARAMARK must make the materials to be audited available within one (1) week of the request for them.

**5. TERM OF AGREEMENT:** This Agreement shall commence upon mutual execution and shall continue until June 30, 2014. Thereafter, the County and ARAMARK may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the County, for the extension period, have been mutually agreed upon by the County and ARAMARK. However, ARAMARK shall not provide commissary services pursuant to this Agreement until all of the following have occurred: (1) the ACTFAS® System and any other necessary Computer Equipment have been successfully installed at the Facility and have been accepted by the County and the Sheriff as being fully operational and in good working order; (2) the interface between ARAMARK's ACTFAS® System and the Facility's OSSI JMS has been successfully activated and has been accepted by the County and the Sheriff as being fully operational and in good working order; and (3) all necessary authorizations and approvals from SunGard have been obtained. The date that the County notifies ARAMARK of its acceptance of all of the aforementioned installations and activation shall be the "Acceptance Date."

**6. TERMINATION:**

**A. TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon thirty (30) days written notice to ARAMARK. ARAMARK may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days written notice to the County.

**B. TERMINATION FOR DEFAULT:** Either party may, by written notice to the other party, terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a written notice from the non-defaulting party, specifying the nature of such breach or default. However, in the event that the Sheriff determines that ARAMARK's actions have, are, or will jeopardize the security of the Facility, the County may terminate this Agreement for default which termination shall be effective immediately upon giving written notice of such termination.

**C. CONSEQUENCES OF TERMINATION:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all services satisfactorily performed by ARAMARK up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County's obligation to pay for services satisfactorily performed shall survive the termination or expiration of this Agreement.

7. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address as shown below, or such other address as it may designate, by notice given as aforesaid:

If to the County:

**Sheriff Eddie Cathey**  
Union County Sheriff's Office  
3344 Presson Road  
Monroe, NC 28112

with copy to: **County Manager**  
Union County Manager's Office  
500 N. Main St., Suite 918  
Monroe, NC 28112

If to ARAMARK:

**ARAMARK Correctional Services, LLC**  
ARAMARK Tower, 1101 Market Street  
Philadelphia, Pennsylvania 19107

8. **CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed by ARAMARK.

**9. CONFIDENTIAL INFORMATION:** Notwithstanding this Section 9 or anything in this Agreement to the contrary, ARAMARK acknowledges that the County is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and this Agreement, including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. Any other specific information that is claimed by ARAMARK to be confidential or proprietary must be clearly identified as such by ARAMARK. To the extent consistent with the Public Records Act, the County shall maintain the confidentiality of all such information marked confidential or proprietary ("ARAMARK Proprietary Information"). The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, diskettes, disks, and other materials or documents containing any ARAMARK Proprietary Information and clearly marked confidential or proprietary, shall, to the extent permitted by applicable law, be returned to ARAMARK. If a request is made to view ARAMARK's Proprietary Information, the County will promptly notify ARAMARK of the request. If ARAMARK wishes to protect the information requested, ARAMARK will provide a prompt written response to the County stating the reasons for withholding such information. Said written response shall reference applicable state law.

ARAMARK agrees that all information that it obtains regarding inmates or inmate accounts is confidential, and that it shall take appropriate steps to prevent the disclosure of such information by its employees and agents.

**10. ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Any purported assignment in violation of this Section 10 shall be void.

**11. PRESS RELATIONS:** ARAMARK shall coordinate with the Sheriff or County Manager on any and all press or media releases.

**12. EXTENT OF AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

**13. SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held to be invalid, illegal or unenforceable, the parties shall



endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

14. **WAIVER:** The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a wavier of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

15. **DISPUTES:** ARAMARK shall immediately notify the County if an inmate or former inmate, or his/her representative, files a grievance with or against ARAMARK related to the services provided by ARAMARK pursuant to this Agreement.

16. **HIPAA:** ARAMARK agrees to the terms in the HIPAA Addendum (Business Associate Agreement), attached and incorporated herein by reference.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

**ATTEST:** **ARAMARK CORRECTIONAL SERVICES, LLC:**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
David Kimmel  
Vice President, Finance

**ATTEST:** **UNION COUNTY:**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Clerk to the Board Cynthia Coto, County Manager

\_\_\_\_\_  
Sheriff Eddie Cathey



# Exhibit A - Union County Sample Menu

Union Menu Costs (2)			
ITEM	Retail	ITEM	Retail
<b>Beverages</b>		<b>Chips</b>	
Fruit Punch Drink - single .77oz	\$ 0.34	Cheese Its 2oz	\$ 0.92
Iced Tea - single .77oz	\$ 0.34	Cheetos 2oz	\$ 0.90
Lemonade - single .77oz	\$ 0.34	Corn Chips 2oz	\$ 0.90
Coco Mix 1oz	\$ 0.34	Corn Chips - BBQ 2oz	\$ 0.90
Sugar Free Fruit Punch	\$ 0.20	Crackers, PB. & Cheese 1.25oz	\$ 0.70
Sugar Free Lemonade	\$ 0.20	Nacho Chips 1.5oz	\$ 0.90
Diet Coke 20 oz.	\$ 1.40	Peanuts - Salted 1oz	\$ 0.70
Sprite 20 oz.	\$ 1.40	Potato Chips - BBQ 1.5oz	\$ 0.90
Orange Soda 20 oz.	\$ 1.40	Potato Chips - regular 1.5oz	\$ 0.90
Grape Soda 20 oz.	\$ 1.40	Cheetos Crunchy Jalepeno2oz	\$ 0.90
Water 20 oz.	\$ 1.40	Frito Flv Twist 2oz	\$ 0.90
Mellow Yellow 20 oz.	\$ 1.40	Funyuns 1.25oz	\$ 0.90
Coke 20 oz.	\$ 1.40	Fritos Chili Cheese Chip 1.5oz	\$ 0.90
		Baked Cheddar Snack Mix	\$ 0.90
		Pretzels 2oz	\$ 0.90
<b>Candy</b>		Frito Sun Chip 1.5oz	\$ 0.90
Baby Ruth 2.1oz	\$ 0.97	Andy Cap Hot Fries	\$ 0.90
Butterfinger 2.1oz	\$ 0.97	Doritos Cool Ranch 1.5oz	\$ 0.90
M&M Peanuts 1.74oz	\$ 0.97	Sour Cream & Onion 1.5	\$ 0.90
Reese PB Cup 1.5oz	\$ 0.97	Sour Cream & Cheddar Chips - 1.5oz	\$ 0.90
Snickers 2.07oz	\$ 0.97	<b>Food</b>	
Lemon Drops 4.5oz	\$ 1.35	Honey Pepper Turkey Stix 5oz	\$ 3.15
Starburst 2.07oz	\$ 0.97	Mini Carmal Rice Cakes	\$ 1.00
Sunflower Kernels	\$ 0.94	Teriyaki Steak Nuggets	\$ 2.05
Trail Mix Yogart	\$ 1.00	Sweet Sue Chix Breast in a pouch w/2 mayo	\$ 3.95
Kit Kats	\$ 0.97	Toaster Pastry Brown Sugar & Cinn 3.5oz	\$ 0.92
Twix	\$ 0.97	Rice Krispie Treats	\$ 0.92
Sugar Free Peanut Butter Cup	\$ 1.98	Tortilla Shells 8/pk.	\$ 2.44
Sugar Free Peppermint Roll	\$ 0.95	Granola Bar Oat & Honey 1.5oz	\$ 0.70
		Jalapeno-Dip 1oz Packets	\$ 0.85
Starlite Mints 4.5oz	\$ 1.35	Grape Jelly Squeezers 1oz	\$ 0.60
		Peanut Butter - Packet 1.12oz	\$ 0.60
<b>Cookies/Pastries</b>		Saltines, Tube 4oz	\$ 0.82
Sugar Free Chocolate Wafer 2.1oz.	\$ 0.80	Summer Sausage 5oz	\$ 2.72
Sugar Free Vanilla 2.1oz.	\$ 0.80		
Duplex Cookie - 5 oz.	\$ 1.00	Toaster Pastries - Cherry 3.67oz	\$ 0.92
Brownie Choc. 3.25oz	\$ 0.95	Toaster Pastries - Strawberry 3.67oz	\$ 0.92
5 oz. Vanilla Cream Cookie	\$ 1.00	Soup, Picante Beef 3oz	\$ 0.76
5 oz. Chocolate Cream Cookie	\$ 1.00	Soup, Beef 3oz	\$ 0.76
Cookies, Chocolate Chip 6oz	\$ 1.75	Soup, Chicken 3oz	\$ 0.76
Cookies, Oatmeal 6oz	\$ 1.75	Soup, Shrimp 3oz	\$ 0.76
Pecan Choc Chip Cookies 6oz	\$ 1.75	Soup, Chili 3oz	\$ 0.76
Butter Finger Cookies 6oz	\$ 1.75	Beef & Cheddar Stick 1.1/8oz	\$ 0.81
Lemon Cream Cookies 6oz	\$ 1.75	Rice & Beans 4.4oz	\$ 2.17
Choc Peanut butter Cookies	\$ 1.75	Tuna pouch w/ mayo 3oz	\$ 2.71
Moon Pies 2.75oz	\$ 0.95	Beef Stix 1.1/8oz	\$ 0.81
Oreos	\$ 0.85		
Cup Cakes 4oz	\$ 1.25		
Danish	\$ 1.25		
Honey Buns 5oz	\$ 1.25		
Choc Nutty Bars	\$ 0.95		
Cinnamon Roll 4oz	\$ 1.25		

Union Menu Costs (2)

<b>General Merchandise</b>			
Cup - Tumbler - 22oz	\$	0.66	
Dictionary	\$	3.25	
Eraser - Pencil Cap	\$	0.11	Halis Cough Drops \$ 1.08
Greeting Card w/stamp - B-Day	\$	1.31	
Greeting Card w/stamp - Friendship	\$	1.31	Lip Balm .35oz \$ 1.41
Greeting Card w/stamp - Holiday	\$	1.31	
Greeting Card w/stamp - Thank you	\$	1.31	
Legal Pad - white	\$	1.42	
Manila Envelope w/2 Stamps	\$	1.16	Petroleum Jelly 4.5oz \$ 3.26
Pencil - golf	\$	0.08	
Playing Cards	\$	2.35	
			Saline Solution 12oz \$ 4.60
<b>Health &amp; Beauty</b>			
Activator Gel 10oz	\$	2.50	
After Shave 4oz	\$	2.45	Toothbrush sm \$ 0.92
Baby Oil - Large 10oz	\$	2.49	Close-up Toothpaste - 4 oz. \$ 2.71
Baby Oil - Small 4oz	\$	1.14	
Baby Powder 4oz	\$	1.68	
Cocoa Butter Lotion 20oz	\$	2.49	<b>Postage</b>
Comb 5in	\$	0.81	Manila Envelope w/2 Stamps \$ 1.16
Conditioner 12oz	\$	2.49	Stamped Envelope \$ 0.50
Denture Adhesive 2.4oz	\$	5.41	
Denture Cleaner - 2 pack	\$	0.30	
Deodorant, Roll On 1.5oz	\$	2.49	<b>Calling Card</b>
Deodorant, Stick - Mens 3oz	\$	2.49	International Calling Card \$ 21.65
Deodorant, Stick - Womens 2oz	\$	2.49	
Hair Food 5.25oz	\$	2.49	
Magic Shave Cream 6oz	\$	5.15	
Medicated Skin Cream 2.5oz	\$	3.25	
Mouthwash - alcohol free 4oz	\$	3.26	
Pomade 5.25oz	\$	2.45	
Shampoo 12oz	\$	2.49	
Shampoo, Dandruff 13.5oz	\$	2.49	
Shave Cream - brushless 4.5oz	\$	3.26	
Aloe Vera Lotion 20oz	\$	2.49	
Soap, Dial 3.5oz	\$	1.42	
Soap, Dove 3.15oz	\$	2.34	
Soap, Irish Spring 3.2oz	\$	1.36	
Suave Deoderant 1.4oz	\$	3.52	
Toothbrush holder	\$	0.55	
Colgate Regular Toothpaste 3oz	\$	2.17	
Tooth paste, Colgate Tarter Control 3oz	\$	2.71	
Foot Powder 6oz	\$	5.14	

**HIPAA ADDENDUM**  
**(BUSINESS ASSOCIATE AGREEMENT)**

1. **REFERENCES AND DEFINITIONS**

(a) "Covered Entity" refers to Union County.

(b) "Business Associate" refers to ARAMARK Correctional Services, LLC.

(c) "Agreement" refers to the underlying agreement between Covered Entity and Business Associate dated \_\_\_\_\_, pursuant to which Business Associate provides services to Covered Entity involving the use or disclosure of Protected Health Information (defined below).

(d) "HIPAA" or "HIPAA Regulations" refer to those federal regulations created pursuant to Section 261 through 264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, found at 45 CFR Parts 160 and 164.

(e) "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual that is not public. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

(f) "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information which is transmitted by, or maintained in, "Electronic Media" (as defined under HIPAA).

(g) "Designated Record Set" means the medical records and billing records about individuals maintained by or for a health care provider; and "Record", as it appears in the phrase Designated Record Set, means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity, including videotapes from diagnostic studies, x-ray films, ultrasound images, and all other types of information.

\_\_\_\_\_(h) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(i) "HITECH Act" means the "Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

(j) "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR 164.402.

(k) All other capitalized terms appearing in this Addendum shall have the definitions set forth under HIPAA.

## II. COORDINATION WITH HIPAA

In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA, as amended, HIPAA Regulations in effect at the time shall control. Where provisions of this Addendum are different than those mandated under HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.

The parties agree that, in the event that any provisions of the Agreement are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI.

## III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

(b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum or as required by law.

(c) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under HIPAA.

(d) Business Associate agrees to provide Covered Entity, upon reasonable request, access to and information about Business Associate's security and confidentiality policies, processes, and practices that affect PHI of Covered Entity's patients that has been provided to or created by Business Associate pursuant to this Addendum. To the extent that Business Associate has the ability to access one or more information systems in which Covered Entity electronically stores or maintains PHI, Business Associate further agrees to comply with Covered Entity's security policies and procedures governing such access.

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that

is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(f) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware and any Security Incident of which it becomes aware. Such event shall be initially reported by telephone within 24 hours of Business Associate's knowledge of the event and reported thereafter in writing within five days of the initial telephone call.

(g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

(h) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to permit, within 10 days of a request, an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under Section 164.524 of the HIPAA Regulations.

(i) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Regulations.

(j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services for the purpose of determining Covered Entity's compliance with HIPAA, in a time and manner designated by Covered Entity or the Secretary.

(k) Business Associate agrees to document any disclosures of and make PHI available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Regulations and Section 13405(c)(3) of the HITECH Act.

(l) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Association, including specifically the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.

(m) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.

(n) Business Associate shall not directly or indirectly receive remuneration in exchange for

any protected health information except as specifically authorized by the Agreement and by the HITECH Act Section 13405(d) and its implementing regulations.

(o) Business Associate shall not engage in any communications within the definition of “marketing” in the HITECH Act except as authorized by the Agreement and by the HITECH Act and its implementing regulations.

#### IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. In addition, Business Associate may use or disclose PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may use and disclose protected health information subject to this Addendum only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.

#### V. VIOLATION OF ADDENDUM AS GROUNDS FOR TERMINATION

\_\_\_\_\_ A material breach of any provision of this Addendum by Business Associate shall give Covered Entity the right to immediately terminate the Agreement. If termination is not feasible, Covered Entity shall report such violation to the Secretary of the Department of Health and Human Services.

#### VI. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

(a) Upon termination of the Agreement, Business Associate shall, within 10 days, return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(b) Upon request of Covered Entity, Business Associate shall, within 10 days, return or destroy any PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(c) The Business Associate’s obligation to return or destroy PHI upon termination of the Agreement or upon request of Covered Entity, as set forth above, shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

(d) If, upon termination or in response to a request by Covered Entity, Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall, within 10 days, notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall



extend the protections of this Agreement to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

## VII. MISCELLANEOUS

(a) Indemnification. Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Addendum by Business Associate or subcontractors or agents of Business Associate.

(b) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum or with HIPAA will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

(c) Survival. The obligations of Business Associate shall survive the expiration, termination, or cancellation of this Addendum, the Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

(d) No Rights in Third Parties. Except as expressly stated herein or in HIPAA, the Parties to this Addendum do not intend to create any rights in any third parties.

(e) Amendment. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that this Addendum will be automatically amended to conform to any changes in HIPAA as is necessary for a Covered Entity to comply with the current HIPAA requirements. All references in this Addendum to HIPAA mean HIPAA as most recently amended.

(f) Assignment. No Party may assign its respective rights and obligations under this Addendum without the prior written consent of the other Party.

(g) Independent Contractor. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

(h) Governing Law. This Addendum will be governed by the laws of North Carolina.

(i) No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(j) Interpretation. Any ambiguity of this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

(k) Severability. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

(l) Notice. Any notification required in this Addendum shall be made in writing to the representative of the other Party who signed this Addendum or the person currently serving in that representative's position with the other Party.

See item #2  
Above

**COMMUNITY TRANSPORTATION PROGRAM RESOLUTION**

**Section 5311  
FY 2012 RESOLUTION**

# 60  
MEETING DATE 2/21/2011

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) \_\_\_\_\_ and seconded by (Board Member's Name or N/A, if not required) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, (Legal Name of Applicant) \_\_\_\_\_ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)\* \_\_\_\_\_ Of (Name of Applicant's Governing Body) \_\_\_\_\_ is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I (Certifying Official's Name)\* \_\_\_\_\_ (Certifying Official's Title) \_\_\_\_\_ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) \_\_\_\_\_ duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Signature of Certifying Official

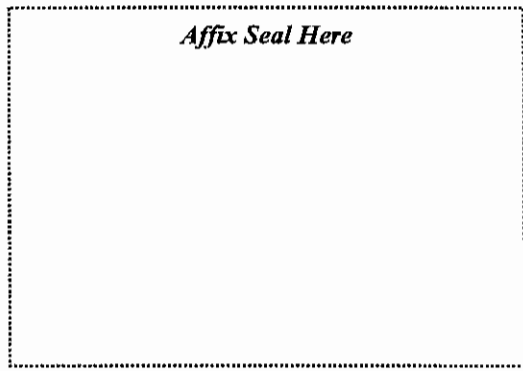
**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
Notary Public \*

\_\_\_\_\_  
Printed Name and Address

My commission expires (date) \_\_\_\_\_





**UNION COUNTY**  
**Office of the Tax Administrator**  
500 N. Main Street, Suite 236  
P.O. Box 97  
Monroe, NC 28111-0097

704-283-3746  
704-292-2588 Fax

John C. Petoskey  
Tax Administrator

AGENDA ITEM  
# 6d(1)  
MEETING DATE 2/21/11

**MEMORANDUM**

**TO:** The Board of County Commissioners  
**FROM:** John C. Petoskey  
Tax Administrator  
**DATE:** February 3, 2010  
**RE:** **Ninth** Motor Vehicle Billing

I hereby certify the **NINTH** Motor Vehicle Billing under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

DATE: 2/03/11

LEVY TOTALS BY REVENUE UNIT-SUMMARY  
2/05/2011 THROUGH 2/05/2011

PAGE 1  
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	729,550.61			729,550.61	109,900,188	193,876.00
VILLAGE OF MARVIN	101	1,485.70			1,485.70	2,970,409	
CITY OF MONROE	200	69,282.59	8,605.00		77,887.59	12,669,449	165,653.00
MONROE DOWNTOWN SERVICE	222	34.26			34.26	17,130	
TOWN OF WINGATE	300	3,018.68			3,018.68	782,940	8,940.00
TOWN OF MARSHVILLE	400	2,967.20			2,967.20	723,692	
TOWN OF WAXHAW	500	18,376.39			18,376.39	5,406,318	1,530.00
TOWN OF INDIAN TRAIL	600	25,872.95			25,872.95	17,846,378	3,453.00
TOWN OF STALLINGS	700	18,560.88			18,560.88	8,632,859	
TOWN OF WEDDINGTON	800	2,355.58			2,355.58	7,850,791	
VILLAGE OF LAKE PARK	900	3,189.11			3,189.11	1,386,544	
TOWN OF FAIRVIEW	930	423.01			423.01	2,129,537	
TOWN OF HEMBY BRIDGE	950	1.95			1.95	7,810	
VILLAGE OF WESLEY CHAPEL	970	651.70			651.70	3,949,257	
TOWN OF UNIONVILLE	980	599.06			599.06	3,003,011	7,640.00
TOWN OF MINERAL SPRINGS	990	264.93			264.93	1,058,989	
SPRINGS FIRE TAX	015	1,683.61			1,683.61	5,608,818	
STALLINGS FIRE TAX	020	4,755.43			4,755.43	11,125,657	
HEMBY BRIDGE FIRE TAX	023	6,276.82			6,276.82	13,180,572	3,453.00
WESLEY CHAPEL FIRE TAX	026	5,081.34			5,081.34	23,150,417	
WAXHAW FIRE TAX	028	3,136.47			3,136.47	8,539,701	8,190.00
*** TOTALS ***		897,568.27	8,605.00		906,173.27	239,940,467	392,735.00

\*\* NORMAL END OF JOB \*\*

**Yearly Total Abatement Report for Motor Vehicles**

All Years	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	4,240,775	\$ 27,971.96	4,333,578	\$ 28,670.64	4,130,319	\$ 27,399.44	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	690,175	\$ 280.02	409,399	\$ 166.05	367,197	\$ 146.10	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	322,960	\$ 160.29	342,378	\$ 168.96	351,781	\$ 172.77	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	796,438	\$ 151.76	965,401	\$ 184.70	657,440	\$ 125.69	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	274,800	\$ 67.93	310,856	\$ 82.26	283,026	\$ 70.06	0	\$ -	0	\$ -	0	\$ -
Springs VFD	237,959	\$ 72.64	229,196	\$ 70.09	167,928	\$ 51.30	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	3,453	\$ 4.84	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	9,350	\$ 6.55	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	34,170	\$ 17.11	138,687	\$ 62.68	49,995	\$ 25.03	0	\$ -	0	\$ -	0	\$ -
Monroe	414,085	\$ 2,017.45	773,232	\$ 3,824.63	991,464	\$ 4,851.46	0	\$ -	0	\$ -	0	\$ -
Monre Car Fee	0	\$ 220.00	0	\$ 335.85	0	\$ 495.00	0	\$ -	0	\$ -	0	\$ -
Wingate	40,090	\$ 156.35	23,269	\$ 90.75	40,500	\$ 157.95	0	\$ -	0	\$ -	0	\$ -
Marshville	8,356	\$ 31.75	32,800	\$ 124.63	44,736	\$ 169.99	0	\$ -	0	\$ -	0	\$ -
Waxhaw	119,348	\$ 405.79	200,593	\$ 682.02	182,541	\$ 620.64	0	\$ -	0	\$ -	0	\$ -
Indian Trail	385,783	\$ 559.80	625,921	\$ 908.92	536,417	\$ 777.99	0	\$ -	0	\$ -	0	\$ -
Stallings	563,129	\$ 1,210.97	239,822	\$ 515.86	216,687	\$ 473.14	0	\$ -	0	\$ -	0	\$ -
Weddington	135,090	\$ 40.53	179,327	\$ 53.80	186,330	\$ 55.90	0	\$ -	0	\$ -	0	\$ -
Lake Park	44,660	\$ 102.72	17,560	\$ 40.39	44,070	\$ 101.36	0	\$ -	0	\$ -	0	\$ -
Fairview	187,923	\$ 24.62	93,682	\$ 14.23	34,787	\$ 5.32	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	3,210	\$ 0.82	2,514	\$ 0.65	16,339	\$ 4.11	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	165,353	\$ 26.76	129,291	\$ 21.31	183,278	\$ 30.23	0	\$ -	0	\$ -	0	\$ -
Unionville	183,188	\$ 36.65	129,039	\$ 25.80	113,607	\$ 22.73	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	159,744	\$ 40.01	11,983	\$ 3.05	33,369	\$ 8.42	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>9,007,236</b>	<b>\$ 33,595.93</b>	<b>9,197,878</b>	<b>\$ 36,053.82</b>	<b>8,635,264</b>	<b>\$ 35,769.47</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

# ed (2)  
 AGENDA ITEM  
 MEETING DATE 2/21/2011

**Yearly Total Abatement Report for Motor Vehicles**

All Years	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12,704,672	\$ 84,042.04
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,466,771	\$ 592.17
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,017,119	\$ 502.02
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,419,279	\$ 462.15
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	868,682	\$ 220.25
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	635,083	\$ 194.03
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 4.84
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	9,350	\$ 6.55
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	222,852	\$ 104.82
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,178,781	\$ 10,693.54
Monre Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 1,050.85
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	103,859	\$ 405.05
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	85,892	\$ 326.37
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	502,482	\$ 1,708.45
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,548,121	\$ 2,246.71
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,019,638	\$ 2,199.97
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	500,747	\$ 150.23
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	106,290	\$ 244.47
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	316,392	\$ 44.17
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22,063	\$ 5.58
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	477,922	\$ 78.30
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	425,834	\$ 85.18
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	205,096	\$ 51.48
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	26,840,378	\$ 105,419.22

**Yearly Total Abatement Report for Motor Vehicles**

2010	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	3,195,798	\$ 21,085.48	2,991,032	\$ 19,894.89	3,048,638	\$ 20,268.30	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	594,335	\$ 241.11	375,339	\$ 152.23	231,047	\$ 93.70	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	235,790	\$ 116.45	210,818	\$ 104.09	263,381	\$ 129.56	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	539,848	\$ 103.38	698,831	\$ 133.79	529,390	\$ 101.24	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	211,000	\$ 52.11	232,063	\$ 57.33	188,463	\$ 46.61	0	\$ -	0	\$ -	0	\$ -
Springs VFD	208,519	\$ 63.63	96,506	\$ 29.37	140,913	\$ 43.03	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	3,453	\$ 2.42	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	12,910	\$ 6.48	93,007	\$ 46.52	43,195	\$ 21.63	0	\$ -	0	\$ -	0	\$ -
Monroe	257,993	\$ 1,277.52	478,549	\$ 2,369.18	760,154	\$ 3,762.91	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 110.00		\$ 195.00	0	\$ 340.00	0	\$ -	0	\$ -	0	\$ -
Wingate	36,820	\$ 143.60	23,269	\$ 90.75	37,100	\$ 144.69	0	\$ -	0	\$ -	0	\$ -
Marshville	2,896	\$ 11.00	11,170	\$ 42.44	42,336	\$ 160.87	0	\$ -	0	\$ -	0	\$ -
Waxhaw	119,348	\$ 405.79	152,210	\$ 517.51	90,118	\$ 306.40	0	\$ -	0	\$ -	0	\$ -
Indian Trail	221,803	\$ 322.00	482,361	\$ 699.76	359,867	\$ 519.79	0	\$ -	0	\$ -	0	\$ -
Stallings	530,409	\$ 1,140.61	164,532	\$ 353.97	143,797	\$ 309.33	0	\$ -	0	\$ -	0	\$ -
Weddington	101,423	\$ 30.43	148,367	\$ 44.51	117,580	\$ 35.26	0	\$ -	0	\$ -	0	\$ -
Lake Park	19,670	\$ 45.24	6,510	\$ 14.97	37,590	\$ 86.46	0	\$ -	0	\$ -	0	\$ -
Fairview	187,923	\$ 24.62	80,492	\$ 12.24	15,317	\$ 2.38	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	3,210	\$ 0.82	2,514	\$ 0.65	16,339	\$ 4.11	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	117,493	\$ 19.40	129,291	\$ 21.31	138,808	\$ 22.89	0	\$ -	0	\$ -	0	\$ -
Unionville	86,158	\$ 17.25	84,819	\$ 16.96	63,967	\$ 12.81	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	137,064	\$ 34.34	11,983	\$ 3.05	32,319	\$ 8.16	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>6,820,410</b>	<b>\$ 25,251.26</b>	<b>6,473,663</b>	<b>\$ 24,800.52</b>	<b>6,303,772</b>	<b>\$ 26,422.55</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>



**Yearly Total Abatement Report for Motor Vehicles**

2010	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	9,235,468	\$ 61,248.67
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,200,721	\$ 487.04
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	709,989	\$ 350.10
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,768,069	\$ 338.41
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	631,526	\$ 156.05
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	445,938	\$ 136.03
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.42
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	149,112	\$ 74.63
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,496,696	\$ 7,409.61
Monre Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 645.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	97,189	\$ 379.04
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	56,402	\$ 214.31
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	361,676	\$ 1,229.70
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,064,031	\$ 1,541.55
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	838,738	\$ 1,803.91
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	367,370	\$ 110.20
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	63,770	\$ 146.67
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	283,732	\$ 39.24
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22,063	\$ 5.58
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	385,592	\$ 63.60
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	234,944	\$ 47.02
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	181,366	\$ 45.55
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>19,597,845</b>	<b>\$ 76,474.33</b>

**Yearly Total Abatement Report for Motor Vehicles**

2009	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	1,019,627	\$ 6,717.91	1,216,316	\$ 7,926.33	969,308	\$ 6,370.06	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	95,840	\$ 38.91	34,060	\$ 13.82	116,150	\$ 47.16	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	87,170	\$ 42.97	131,560	\$ 64.87	63,510	\$ 31.31	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	256,590	\$ 48.38	251,240	\$ 47.98	128,050	\$ 24.45	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	63,800	\$ 15.82	58,493	\$ 14.52	94,563	\$ 23.45	0	\$ -	0	\$ -	0	\$ -
Springs VFD	29,440	\$ 9.01	112,690	\$ 34.48	27,015	\$ 8.27	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	21,260	\$ 10.63	45,680	\$ 16.16	6,800	\$ 3.40	0	\$ -	0	\$ -	0	\$ -
Monroe	154,702	\$ 733.05	242,203	\$ 1,189.98	227,780	\$ 1,071.08	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 105.00	0	\$ 120.85	0	\$ 150.00	0	\$ -	0	\$ -	0	\$ -
Wingate	3,270	\$ 12.75	0	\$ -	3,400	\$ 13.26	0	\$ -	0	\$ -	0	\$ -
Marshville	5,460	\$ 20.75	21,630	\$ 82.19	2,400	\$ 9.12	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	48,383	\$ 164.51	92,423	\$ 314.24	0	\$ -	0	\$ -	0	\$ -
Indian Trail	162,210	\$ 235.23	123,110	\$ 178.51	158,140	\$ 229.32	0	\$ -	0	\$ -	0	\$ -
Stallings	32,720	\$ 70.36	75,290	\$ 161.89	52,890	\$ 113.81	0	\$ -	0	\$ -	0	\$ -
Weddington	33,667	\$ 10.10	30,960	\$ 9.29	68,750	\$ 20.64	0	\$ -	0	\$ -	0	\$ -
Lake Park	24,990	\$ 57.48	11,050	\$ 25.42	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	13,190	\$ 1.99	19,470	\$ 2.94	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	47,860	\$ 7.36	0	\$ -	44,470	\$ 7.34	0	\$ -	0	\$ -	0	\$ -
Unionville	74,840	\$ 14.96	44,220	\$ 8.84	49,640	\$ 9.92	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	22,680	\$ 5.67	0	\$ -	1,050	\$ 0.26	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>2,136,126</b>	<b>\$ 8,156.34</b>	<b>2,460,075</b>	<b>\$ 10,061.63</b>	<b>2,125,809</b>	<b>\$ 8,450.03</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

**Yearly Total Abatement Report for Motor Vehicles**

2009	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,205,251	\$ 21,014.30
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	246,050	\$ 99.89
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	282,240	\$ 139.15
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	635,880	\$ 120.81
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	216,856	\$ 53.79
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	169,145	\$ 51.76
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	73,740	\$ 30.19
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	624,685	\$ 2,994.11
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 375.85
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6,670	\$ 26.01
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	29,490	\$ 112.06
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	140,806	\$ 478.75
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	443,460	\$ 643.06
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	160,900	\$ 346.06
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	133,377	\$ 40.03
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	36,040	\$ 82.90
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	32,660	\$ 4.93
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	92,330	\$ 14.70
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	168,700	\$ 33.72
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	23,730	\$ 5.93
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>6,722,010</b>	<b>\$ 26,668.00</b>

**Yearly Total Abatement Report for Motor Vehicles**

2008	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	25,350	\$ 168.57	75,590	\$ 521.02	61,940	\$ 427.74	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	20,000	\$ 5.24	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ 0.87	0	\$ -	18,410	\$ 8.89	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	15,330	\$ 2.93	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	20,300	\$ 10.41	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	1,390	\$ 6.88	21,290	\$ 107.31	3,530	\$ 17.47	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 5.00	0	\$ 5.00	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	1,770	\$ 2.57	20,450	\$ 30.65	18,410	\$ 26.12	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	20,000	\$ 50.00	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	22,190	\$ 4.44	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>50,700</b>	<b>\$ 188.33</b>	<b>152,960</b>	<b>\$ 677.32</b>	<b>142,290</b>	<b>\$ 540.46</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

**Yearly Total Abatement Report for Motor Vehicles**

2008	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	162,880	\$ 1,117.33
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 5.24
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	18,410	\$ 9.76
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	15,330	\$ 2.93
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,300	\$ 10.41
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	26,210	\$ 131.66
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 15.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40,630	\$ 59.34
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 50.00
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22,190	\$ 4.44
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	345,950	\$ 1,406.11

**Yearly Total Abatement Report for Motor Vehicles**

2007	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	41,290	\$ 277.77	46,980	\$ 314.00	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	6,480	\$ 3.01	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	20,000	\$ 6.24	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	21,290	\$ 112.84	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	6,480	\$ 14.90	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	82,580	\$ 401.85	59,940	\$ 331.91	0	\$ -	0	\$ -	0	\$ -

**Yearly Total Abatement Report for Motor Vehicles**

2007	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	88,270	\$ 591.77
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6,480	\$ 3.01
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 6.24
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	21,290	\$ 112.84
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6,480	\$ 14.90
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	142,520	\$ 733.76

**Yearly Total Abatement Report for Motor Vehicles**

2006	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	4,400	\$ 24.64	3,453	\$ 19.34	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	3,453	\$ 2.42	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	4,950	\$ 3.08	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	4,400	\$ 21.56	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	3,453	\$ 2.76	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	13,750	\$ 54.28	10,359	\$ 24.52	0	\$ -	0	\$ -	0	\$ -



**Yearly Total Abatement Report for Motor Vehicles**

2006	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7,853	\$ 43.98
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.42
Monroe School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 3.08
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,400	\$ 21.56
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.76
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24,109	\$ 78.80

**Yearly Total Abatement Report for Motor Vehicles**

2005	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	4,950	\$ 25.99	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	4,400	\$ 3.47	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	4,950	\$ 23.76	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	14,300	\$ 58.22	0	\$ -	0	\$ -	0	\$ -	0	\$ -

**Yearly Total Abatement Report for Motor Vehicles**

2005	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 25.99
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,400	\$ 3.47
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 23.76
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14,300	\$ 58.22

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: February 21, 2011**

**Action Agenda Item No.** 6e  
(Central Admin. use only)

**SUBJECT:** Delinquent Tax Lien Advertisement

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**DEPARTMENT:** Tax Administration

**PUBLIC HEARING:** Yes

**ATTACHMENT(S):**  
Memo outlining requirements of  
general statutes related to the tax lien  
advertisement

**INFORMATION CONTACT:**  
Vann Harrell  
John Petoskey

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**TELEPHONE NUMBERS:**  
704-283-3591  
704-283-3748

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve as requested

**BACKGROUND:** As required by NCGS 105-369, tax collectors are to submit a report of the amount of unpaid taxes constituting liens on real property. Per the statute this report is to be delivered to the commissioners in the month of February. The balance shown in the report for 2010 will be what is outstanding as of January 31, 2011. During the month of February all accounts owing taxes included in this report will have received a second notice of taxes due. This notice also serves as the notification of the intent to advertise unpaid taxes remaining at the end of February. Upon the approval of the initial report, any taxes remaining unpaid as of the end of February will be advertised during the month of March in the paper of largest local circulation in Union County.

**FINANCIAL IMPACT:** The only financial impact will be the cost associated with printing the delinquent listing in a local newspaper. This amount is prorated across all of the outstanding accounts and the fee is added to those accounts resulting in no associated costs to the county.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**



**UNION COUNTY**  
**Office of the Tax Administrator**  
**Collections Division**  
**500 N. Main St., Suite 119**  
**P.O. Box 38**  
**Monroe, NC 28111-0038**

704-283-3848  
704-283-3897 Fax

**TO:** Union County Board of County Commissioners

**FROM:** John Petoskey, Tax Administrator  
Vann Harrell, Collections Division Manager

**DATE:** February 4, 2011

**CC:** Cindy Coto, County Manager  
Lynn West, Clerk to the Board

**SUBJECT:** Delinquent Tax Lien Advertisement

North Carolina General Statute 105-369 requires that the County Tax Collector report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real estate. At that time the governing body shall order the Tax Collector to advertise these liens in a local newspaper.

On February 4, 2011 the unpaid 2010 taxes that constitute liens on real estate total \$8,940,259.20.

As required by this same statute, the 2010 tax liens will be advertised between March 1, 2011 and June 30, 2011. Additionally, delinquent notices have been sent to all taxpayers whose taxes remain unpaid for the 2010 tax year. If you have any additional questions feel free to contact us at any time.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT  
Meeting Date: February 21, 2011**

Action Agenda Item No. 6f  
(Central Admin. use only)

**SUBJECT:** Write-off 2006 Uncollectible Motor Vehicle Taxes - Amended Report

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**DEPARTMENT:** Tax Administration      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Memo to BOCC requesting to  
write-off outstanding 2006 RMV  
taxes

**INFORMATION CONTACT:**  
Vann Harrell  
John Petoskey

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**TELEPHONE NUMBERS:**  
704-283-3591  
704-283-3748

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the amended report requesting the write off of 2006 outstanding registered motor vehicle taxes.

**BACKGROUND:** Registered motor vehicle property taxes are billed according to the requirements listed under NCGS 105-330. These type of taxes are the most difficult tax to collect for a myriad of reasons. Historically, Union County has maintained active collection status on motor vehicle taxes for the current year and the immediate three prior years making every effort to collect the delinquent taxes owed to the county. Due to the difficult nature of collecting motor vehicle taxes, NCGS 105-373(h) provides tax collectors with relief from collecting these type of taxes once they become one year or more delinquent. On an annual basis the Tax Collector requests that these bills be written off entering the fourth year of delinquency.

**FINANCIAL IMPACT:** None

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**Legal Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Manager Recommendation:**

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**UNION COUNTY**  
**Office of the Tax Administrator**  
**Collections Division**  
**500 N. Main Street**  
**P.O. Box 38**  
**Monroe, NC 28111-0038**

704-283-3848  
704-283-3897 Fax

**MEMORANDUM**

**TO: Union County Board of Commissioners**

**FROM: John Petoskey, Tax Administrator**  
**Vann Harrell, Collections Division Manager**

**CC: Cindy Coto, County Manager**  
**David Cannon, Finance Director**

**DATE: February 3, 2011**

**RE: Uncollectible Motor Vehicle Taxes – Amended Report**

NCGS § 105-373(h) provides that the Board of County Commissioners may, at its discretion, relieve the tax collector of the charge to collect unpaid taxes on classified motor vehicles listed pursuant to NCGS § 105-330.3(a)(1) that are one (1) year or more past due when it appears to the board that the taxes are uncollectible.

Listed below are motor vehicle tax charges and collections for the 2006 tax year:

<b>Year</b>	<b>Charge</b>	<b>Collected/Released</b>	<b>Balance</b>	<b>Collection%</b>
2006	\$ 10,333,573.26	\$ 10,246,448.79	\$87,124.47	99.16%

It is our firm opinion that this department has exhausted those remedies available to collect these taxes and they should be deemed uncollectible. There are a number of reasons they should be considered uncollectible including the following: the taxpayer no longer resides in Union County, the tag number was not renewed, ownership has been transferred, the vehicle was wrecked, or the vehicle has been parked and/or is not drivable.

Please consider this request to have these taxes relieved from the charge.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: February 21, 2011**

**Action Agenda Item No. 7**

(Central Admin. use only)

**SUBJECT:** Meetings with Municipalities

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**DEPARTMENT:** Central Administration      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
December 29 Letter to Municipalities  
Suggested Schedule

**INFORMATION CONTACT:**  
Cynthia A. Coto

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**TELEPHONE NUMBERS:**  
704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve tentative schedule and authorize County Manager to proceed.

**BACKGROUND:** On December 20, 2010 the Board of County Commissioners authorized the County Manager to contact the County's municipal governments to schedule joint meetings between the Board of County Commissioners and the municipal government elected officials.

On December 29, a letter was sent to the County's fourteen municipal governments. Based upon the limited response received, on January 29, 2011 an e-mail was sent to those towns and villages which had not responded. All responses received are presented on the attached table. Not all municipalities indicated a preference, as to meeting dates and most did not identify pertinent topics they wished to discuss.

Meeting dates are suggested for the months of March and April. This schedule was arrived at based upon the information submitted by the municipal government; specifically, they provided a date certain or a proposed agenda. There are no suggested meetings in May or June due to the County and municipalities concentrating on their budget during this period. The balance of the municipalities are identified in alphabetical order, beginning in July, however, the Manager would seek discretion in working with the municipalities in scheduling tentative dates. Once a calendar has been established, the Manager will work with either the Mayor or Municipal Manager/Administrator, whichever is applicable in developing an agenda. Input will also be sought from the Board as to County topics to discussed/presented.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation: Approve Tentative Schedule and authorize Manager to Proceed**

## Meetings with Municipalities

City of Monroe	March 1 at 3:30 p.m. Dinner at 5:30 p.m.	Water and Sewer Revaluation Charlotte-Monroe Executive Airport Natural Gas Pipeline (Transco) Development Project (Monroe Hardware/Allan Overall Bldg. Belk-Tonawanda Park
Town of Stallings	March 22 at 6:00 p.m. Dinner at 5:00 p.m.	Topics to be developed
Town of Indian Trail	April 12 at 6:30 p.m.	Topics to be developed
No meetings in May or June due to Budget		
Towns of Fairview/Unionville	July	Topics to be developed
Village of Marvin	August	Topics to be developed
Town of Marshville	September	Topics to be developed
Town of Mineral Springs	October	Topics to be developed
Town of Waxhaw	November	Topics to be developed
Town of Weddington	December	Topics to be developed
Village of Wesley Chapel	January	Topics to be developed
Town of Wingate	February	Topics to be developed