

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**Monday, March 7, 2011**  
**7:00 PM**  
**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)

**4:00 P.M. - Special Meeting - Personnel Training Room, Room 131**  
**Union County Government Center**  
**Re: Union County Detention Center and the DSS/Health Facility**

**General Business:**

- 1. Opening of Meeting (\*Estimated Time: 10 Minutes)**
  - a. Invocation - Rev. Lee Pigg, Pastor of Hopewell Baptist Church
  - b. Pledge of Allegiance
  
- 2. Informal Comments (\*Estimated Time: 10 Minutes)**
  
- 3. Additions, Deletions and/or Adoption of Agenda (\*Estimated Time: 5 Minutes)**
  
- 4. Consent Agenda (\*Estimated Time: 10 Minutes)**
  - a. Contracts and Purchase Orders Over \$20,000
    1. Health Department: FY 2011-2012 Annual Consolidated Agreement between the State of North Carolina and Union County
    2. Sheriff's Office: Purchase Order for Eight Replacement HVAC Rooftop Units
    3. General Services: Customer Information Sheet (CIS) and Service Agreement with Aramark Uniform Services for Entrance Mat Service for Union County Government Facilities
    4. Communications: Purchase Order for Two-Year Service Agreement with Dell Extended Services for Communications hardware

**ACTION REQUESTED:** Authorize County Manager to approve Items 1-4, above, pending legal review
  
  - b. January 2011 Budget Transfer Report  
**ACTION REQUESTED:** Approve report

- c. Approval of BB&T Agreement as County Depository and Amending Banking Resolution  
**ACTION REQUESTED:** Approve Resolution Designating BB&T as Union County Depository and Amending the Requirement for Countersignatures for Electronic Payments When Three Employees are Involved in Processing the Transaction
  
- d. School Bond Savings Appropriation  
**ACTION REQUESTED:** Approve Capital Project Ordinance (CPO) #144 to Appropriate Funding for School Capital Projects from Bond Savings and Capital Outlay
  
- e. Financial Advisor/Swap Advisor  
**ACTION REQUESTED:** Authorize County Manager to Approve Contract with First Tryon for Financial Advisor/Swap Advisor Services, pending legal review
  
- f. Budget Amendment to Allow Two Condemned Structures to be Demolished in the Village of Lake Park  
**ACTION REQUESTED:** Approve Budget Amendment #28 appropriating General Fund Contingency for demolition of two structures in the Village of Lake Park
  
- g. Budget Amendment #29 - Crisis Intervention Program  
**ACTION REQUESTED:** Approve Budget Amendment #29 to appropriate \$93,000 in additional federal funds in the Crisis Intervention - Low Income Home Energy Assistance Program

**Old Business:**

- 5. **Proposed Text Amendments to the Union County Land Use Ordinance, Section 27 Planning Board and Section 29 Board of Adjustment (Public Hearing Held on February 21, 2011) (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** Consider adoption of the proposed text amendments to Section 27 (b) and (d) and Section 29 (h) and (j) of the Union County Land Use Ordinance and adopt applicable consistency statements.
  
- 6. **2012 Revaluation (\*Estimated Time: 15 Minutes)**  
**ACTION REQUESTED:** Consider rescinding the Board of County Commissioners' action of September 7, 2010, in advancing Union County Revaluation from January 1, 2016 to January 1, 2012

**7. Amendments to Policy for Allocating Wastewater Treatment Capacity and Short-Term Water Allocation Plan (\*Estimated Time: 15 Minutes)**

**ACTION REQUESTED:** Approve Amendments to the Policy for Allocating Wastewater Treatment Capacity and the Short-Term Water Allocation Plan

**8. Report from County Attorney on Discontinuance of Funding for Health Insurance Benefits for Union County Board of Commissioners (\*Estimated Time: 10 Minutes)**

**ACTION REQUESTED:** Receive Information from the County Attorney on Discontinuance of Funding for Health Insurance Benefits for Union County Board of County Commissioners

**New Business:**

**9. Presentation by Kathy Bragg, Community Executive, American Red Cross and Proclamation Proclaiming March 2011 as American Red Cross Month (\*Estimated Time: 10 Minutes)**

**ACTION REQUESTED:** Adopt proclamation

**10. Carolinas Medical Center-Union: Electronic Patient Care Transformation (EPACT) Phase II (\*Estimated Time: 15 Minutes)**

**ACTION REQUESTED:** Consider authorization to spend \$7,559,277 from CMC-Union's Reserves to Fund Components of EPACT (Electronic Patient Care Transformation) Phase II

**11. MUMPO Planning Funds Request - US-74 Corridor Revitalization Plan (\*Estimated Time: 10 Minutes)**

**ACTION REQUESTED:** Receive Presentation about MUMPO Planning Funds Request (US-74 Corridor Revitalization Plan) and Authorize Expenditures in an Amount not to exceed \$20,000 for the County's Portion of the Matching Grant

**12. Consider Request for Future Wastewater Capacity for the Woods Development**

**ACTION REQUESTED:** Provide Direction Regarding Request for Future Wastewater Capacity for the Woods Development

**13. 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 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 [Vacancy for 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 [two (2) vacancies, one representing each of the following categories: a Dentist 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)]
- i. Board of Adjustment [Two (2) Vacancies for Regular Members and One (1) Vacancy for an Alternate Member]  
**ACTION REQUESTED:** Announce vacancies

**14. Appointments to Boards and Committees (\*Estimated Time: 10 Minutes)**

- a. Board of Equalization and Review (Two Vacancies) and Appointment of Chair for 2011
- b. Board of Health (Vacancy for Pharmacist)
- c. Juvenile Crime Prevention Council (JCPC) (Two Appointments: One Member of the Business Community and One Member Representing United Way or Other Non-Profit)  
**ACTION REQUESTED:** Consider Appointments to Above Committees

**15. County Manager's Comments**

**16. Commissioners' Comments**

**Information Only - No Action Required**

- a. Personnel Report for January 2011



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**OFFICE OF THE COMMISSIONERS AND MANAGER**

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

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**PUBLIC NOTICE  
of Special Meeting  
of the Union County Board of Commissioners  
Monday, March 7, 2011  
4:00 p.m.**

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will hold a special meeting on Monday, March 7, 2011, at 4:00 p.m. in the Personnel Training Room, Room 131, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina. The purpose of the special meeting will be: 1) to discuss capacity needs, staff recommendations, and matters of concern regarding the Union County Detention Center and the DSS/Health facility; 2) to receive direction from the Board regarding capital expenditures in connection with these facilities; and 3) to take such action related to the items discussed as the Board deems appropriate.

In addition, the Board may elect to go into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

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Jerry B. Simpson, Chairman  
Union County Board of Commissioners

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: MARCH 7, 2011

**Action Agenda Item No.** 4621  
(Central Admin. use only)

**SUBJECT:** Consolidated Agreement between the State of North Carolina and the Union County Health Department

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**DEPARTMENT:** Public Health

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Consolidated Agreement

**INFORMATION CONTACT:**  
Phillip Tarte

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**TELEPHONE NUMBERS:**  
704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Accept Consolidated Agreement for FY 11/12.

**BACKGROUND:** Each year the local health department receives a Consolidated Agreement, agreeing to perform State funded activities in compliance with applicable program rules contained in the NC Administrative Code, as well as all applicable Federal and State laws and regulations. The Agreement details the responsibilities of the local health agency through funding stipulations, responsibilities, fiscal control (expenditure reporting) and audit/monitoring visits.

The Agreement also details the responsibilities of the State such as disbursement of funds, amendment/termination of the Agreement, compliance for State sponsored programs, training for local agencies, and data sharing.

The Consolidated Agreement itself, contains no provision of State dollars, rather it serves as master contract between the State and the local health department, laying the groundwork for all agreement adendas (subcontracts) to come. The agreement adenda to follow are individual program agreements throughout the year for which the agency receives State funding. Those include but are not limited to: child health, maternal health, TB control, etc.

The Consolidated Agreement is signed annually by the Local Health Director, Finance Officer, Chair of County Commissioners, State Health Director and Secretary of the Department of Environment and Natural Resources.

**FINANCIAL IMPACT:** None (precursor to all funded agreement adenda to come).

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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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**CONSOLIDATED AGREEMENT**

BETWEEN

**THE STATE OF NORTH CAROLINA**

AS REPRESENTED BY

THE STATE HEALTH DIRECTOR  
(Hereinafter called the "State")

AND

**UNION COUNTY HEALTH DEPARTMENT**

(Local Health Department/District/Public Health Authority/Human Services Agency (Wake and Mecklenburg) -- Hereinafter called the "Department")

FOR THE PURPOSE OF

**MAINTAINING AND PROMOTING THE ADVANCEMENT OF  
PUBLIC HEALTH IN NORTH CAROLINA**

This Amended Agreement Shall Cover a Period From

**July 1, 2011 to June 30, 2012**

**and shall remain in force until the next Fiscal Year Agreement  
is signed except as provided for in Section J. Termination.**

NOW, THEREFORE, the **State** and the **Department** agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means state, federal, and/or special funding or funds throughout this agreement.)



**A. RESPONSIBILITIES OF THE DEPARTMENT (LOCAL PUBLIC HEALTH UNIT)**

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable Federal and State laws and regulations.
2. The Department shall perform the activities specified in the Program Agreement Addenda for State funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of state representatives as part of the agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the state section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the states' centralized automated systems for claims creation and submission for processing to the state's Medicaid agency *except as allowed by NCGS 130A – 45.13*. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service, the Department shall allow DPH to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State, in order to meet public health objectives while respecting the confidentiality and integrity of each agency's data and protecting the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512. Uses and disclosures for which consent, authorization, or opportunity to agree or object is not required.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the NC General Assembly, or adopted by the Local Board of Health.
8. The Department shall provide to the State a copy of any rules adopted by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption. These rules/ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
9. The Department shall have policies related to conflict of interest and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these documents.

10. The Department shall provide to the State a comprehensive community health assessment (CHA) at least every four years and a State of the County's Health Report each of the interim three years. Healthy Carolinians/Health Education Branch/CDI Section will administer this four-year cycle. The CHA should be a collaborative effort with local partners such as hospitals and the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county level and secondary data from the state and other sources. The CHA shall include a list of community health problems based on the findings and a narrative of the assessment findings and priorities chosen (refer to accreditation activities regarding CHA or SOTCH). The CHA or SOTCH is due by the first Monday of December. The agency is required to submit community action plans to address the selected priority issues. These plans are due by the first Friday in June following the December submission of the CHA. For action plans, the agency shall include a minimum of two Healthy North Carolina 2020 objectives from different focus areas. There are a total of 13 focus areas and 40 objectives within Healthy NC 2020. The Agency and the Healthy Carolinians Partnership may elect to combine action plans addressing the selected priority issues and submit them with the Community Health Assessment if both sets of action plans are due in the same year. *NOTE that an action plan is expected for every CHA priority.* The CHA will include data analysis of those indicators that are listed in the accreditation self-assessment.
11. The Department shall provide formal training for their Board of Health (BOH) members through DHHS sponsored offerings. The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who is to provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network/Internet access at the Local Health Department (or to the county network where desired) at a minimum speed of a full T-1 line in order to:
- Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
  - Rapidly communicate e-mail alerts to and from the NC State Division of Public Health regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc)
  - Access NCDPH training material and information used in self-study courses and PHTIN programs
  - Build steps of a secure infrastructure for remote data entry in the local health departments
  - Report electronically all required Environmental Health Services Section inspection data in the format and frequency specified by the division. Paper copies of inspection data are no longer accepted,

The LHD will maintain the above-described minimum connection. The LHD may choose any provider (ISP) that they wish. The LHD will also ensure security of a minimum of a T-1 connection at the LHD location. The LHD may utilize security products (i.e. firewalls) of their choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the state network.

13. The Department shall incorporate basic elements of the North Carolina Public Health logo and themeline (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon state funding. Such communication materials could include: letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.

## B. FUNDING STIPULATIONS

1. Funding for this agreement is subject to the availability of State, Federal, and Special Funds for the purpose set forth in this agreement.
2. During the period of this agreement, the Department shall not use State, Federal or Special Project funds received under this agreement to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Fees generated by the Food and Lodging Fees Collection Program may only be used to support State and Local food, lodging, and institution sanitation programs and activities.
5. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Wastewater Section in Division of Environmental Health in the format provided by the Section.
6. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
7. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and state grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
8. For Departments participating in Medicaid Reimbursement, the Department shall:
  - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. *For selected health departments* receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: 1) detailed information is provided to employees, contractors and agents about the Federal & State False Claims Act and 2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.
  - b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by Federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
  - c. Establish one *charge* per clinical/support service for all payors (including Medicaid) based on their costs. All Payors must be billed the same established charge, but the Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

9. Subject to the approval of the appropriate Section, a local health department may seek reimbursement for services covered by a program operating under 10A NCAC 45 rules, Purchase of Medical Care Services (POMCS), when those services are not supported by other state or federal funds. All payment program rules and procedures as specified in the Purchase of Medical Care Services Manual must be followed.
10. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, a local health department that receives federal funds (either directly or through the Division of Public Health) for any program or service must provide interpreter services at no charge to *Limited English Proficiency* clients in all programs and services offered by the health department.
11. A local health department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
12. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, a Department may request reimbursement for:
  - a. Nursing service personnel participating in the "Introduction to Principles and Practices of Public Health and Public Health Nursing" course. Reimbursement is \$400.00 per participant upon successful completion of the course.
  - b. Nursing service personnel participating in the "Management and Supervision for Public Health Nurse Supervisors and Directors" course. Reimbursement is \$600.00 per participant upon successful completion of the course.
  - c. Health Department Management level staff (all disciplines) attending certain Management training endorsed by the State Health Director's Office when the local staff member is a part of a team accepted into these trainings/institutes.
13. Audits/Monitoring:
  - a. The Department shall have an annual audit performed in accordance with "The Single Audit Act of 1984 as implemented by OMB Circular A-133." The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within (six) 6 months following the close of the agreement. Audit findings referred to the DHHS Controller's Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of the Division of Public Health Program Staff.
  - b. All District Health Departments and Public Health Authorities must complete quarterly a Fiscal Monitoring Report and submit to the DHHS Controller's Office based on the schedule published by the DHHS Controller's Office.
14. Equipment is a type of fixed asset consisting of specific items of property that: (1) are tangible in nature; (2) have a life longer than one year; and (3) have a significant value.
  - a. For Inventory Purposes
    - i. Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.
    - ii. All equipment with an acquisition cost of \$500.00 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.

b. For Prior Approval Purposes

- i. All equipment purchased or leased with an acquisition cost exceeding \$2500.00 (*except in WIC; see item ii below for WIC requirements*), where there is an option to purchase with State/Federal funds must receive prior written approval from the appropriate Branch/Section. *For PHP&R Grant funds only this is any purchase exceeding \$2500 per invoice (e.g., if the agency is purchasing a computer, monitor, printer, etc. totaling more than \$2500 or purchasing 6 computers at \$500 each, this should be treated as one purchase for purposes of prior approval.)*
  - ii. *For WIC*, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non computer/medical) with an acquisition cost exceeding \$500.00 must receive prior approval.
  - iii. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
- c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

15. The Department agrees to execute the following Consolidated Federal Certifications attached to this agreement as applicable when receiving Federal funds:

- a. Certification regarding Lobbying.
- b. Certification regarding Debarment.
- c. Certification regarding Drug-Free Workplace Requirements.
- d. Certification regarding Environmental Tobacco Smoke

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
  - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
  - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients.
  - c. The Department, when subcontracting, must meet the following conditions:
    - i. The Department is not relieved of any of the duties and responsibilities provided in this agreement.
    - ii. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
    - iii. The subcontractor will agree to allow state and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
    - iv. Upon request, the Department will make available to the State a copy of subcontracts supported with State/Federal funds.

- d. The Department must receive prior written approval from the state to subcontract when any of the following conditions exist:
    - i. The Department proposes to subcontract to a single entity fifty percent (50%) or more of the total state and federal funds made available through this agreement.
    - ii. The Department proposes to subcontract fifty percent (50%) or more, or \$50,000, whichever is greater, of the total state and federal funds made available through this agreement for a single public health service or program.
    - iii. The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
  - e. The Department shall mail a signed copy of all final public health Funding Authorizations to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorizations, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to Counties Website), Consolidated Agreement, Agreement Addenda, Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the NC Division of Archives and History, Department of Cultural Resources and located on their website at: <http://www.ah.dcr.state.nc.us/records/local/default.htm>.
  - f. The Department shall mail a signed copy of all final environmental health Budget Forms (DENR 2948) and Addenda (DENR 3300) to the Division of Environmental Health, Environmental Health Services Section, 1632 Mail Service Center, Raleigh, NC 27699-1632.
2. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each activity covered by this agreement in a manner consistent with instructions provided in general budgetary guidance from the Division and the specific guidance from the respective programs and enter that budget information into the Electronic Aid to Counties Website for each activity funded under this agreement.
    - a. The Department shall do budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Electronic Aid to Counties Website.
  3. (Local Earned Revenues) The Department shall observe the following conditions when budgeting and reporting earned revenues:
    - a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third party payors.
    - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except,
      - 1) Revenue generated by WCH Section Programs, except WIC, may be budgeted and expended (consequently reported) in any WCH Section Program activity.
      - 2) Revenue generated by a local clinic or program that has no state funded activity budget (no state/federal funds) should be budgeted and associated expenditures reported in a state program activity that most closely matches the deliverables of the respective state program. This process will enable the collection of total expenditures in public health per program.
    - c. All fees collected shall be used in the current year or succeeding fiscal years.

- d. Use of program income generated by the expenditure of Federal categorical funds will be governed by applicable Federal regulations, including, but not limited to, 45 CFR 4.
- e. Local Budgets for DHHS Reporting:
- 1) After preparing Local Budgets you must use the Allocation/County Line on the Electronic Aid to Counties Website to show the approved local funding.
    - i Line item 101 on the Electronic Aid to Counties Website must be used to budget local appropriations for each program activity, if applicable.
    - ii Line item 102 on the Electronic Aid to Counties Website must be used to budget TXIX Medicaid earned revenues for each program activity, if applicable.
    - iii Line item 103 on the Electronic Aid to Counties Website must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program activity, if applicable.
  - 2) When preparing **DENR** Program Budgets:
    - i Line item 9000 on the program budget form must be used to budget the total of lines 101, 102, and 103.
    - ii Line item 101 on the program budget form must be used to budget local County appropriations for each program budget, if applicable.
    - iii Line item 102 on the program budget form is to be used to budget TXIX Medicaid earned revenues for each program budget. However, environmental health programs should not have any Medicaid to budget.
    - iv Line item 103 on the program budget form must be used to budget other earned revenues (e.g., Environmental Health Fees, grants, donations, etc.) for each program, if applicable.
    - v Under "STATE/FEDERAL/SPECIAL FUNDS" a new line has been added to reflect the amount of "Temporary Food Establishment (TFE)" fees collected on behalf of the State.
- f. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the department must use the electronic Aid-to-Counties Website to report the pertinent month's *actual expenditures*. (NOTE that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been cut) or if the Agreement Addenda allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addenda. The Expenditure Reports must be submitted monthly in the electronic website format and certified in the website to the DHHS Controller's Office.
- 1) Line item 101 on the Electronic Aid-to-Counties Website must be used to report local appropriations that were expended on a monthly basis
  - 2) Line item 102 on the Electronic Aid-to-Counties Website must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis
  - 3) Line item 103 on the Electronic Aid-to-Counties Website must be used to report other earned revenues that were expended on a monthly basis.
  - 4) Local match for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported on the Electronic Aid-to-Counties Website on a monthly basis.

- g. A local account shall be maintained for unexpended earned revenues [i.e., Title XIX fees, private insurance or private pay {cash}]. Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- h. The amount of Title XIX fees budgeted and expended in FY 2011-2012 must equal or exceed the amount of Title XIX revenues earned during FY 2010-2011. The state will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

**For DENR:**

- i. When reporting expenditures for Environmental Health, Childhood Lead, or Food and Lodging, the Department must use the electronic Expenditure Report – prepared and maintained by the Department of Environment and Natural Resources, Division of Environmental Health (DENR-DEH). This report shall be submitted monthly in an electronic format as an attachment to an email to designated staff in the DENR Controller’s Office and the Division of Environmental Health. NOTE that a new line has been added to reflect the TFE fees expended.
  - j. A “Certification of Expenditures” (for items in “i.” above), signed by the health director and finance officer, shall be submitted **annually** with original Budget Forms (DENR 2948) and shall be kept on file by the State. The “Certification” verifies in writing that total State expenditures reported are valid. Local expenditures are part of the Expenditure report, but are not included in the amount verified in the “Certification.”
  - k. Local expenditures for environmental health (105) must be reported on the DHHS Electronic Aid-to-Counties Website on a monthly basis.
4. (State/ Federal Revenues **only**) The Department shall submit a monthly report of actual expenditures (State and/or Federal) to the DHHS Controller’s Office in the Electronic Aid-to-Counties Website as referenced in 3.f. above – all reported in one system, but separated here for clarity of instructions.
- a. The Department shall submit a monthly Expenditure Report of the pertinent month’s actual expenditures for all programs via the Aid-to-Counties Website to the DHHS Controller’s Office *no later than* the dates published annually in November or December for the next calendar year. The schedule reflects a general period of 15-20 days from the end of the reporting month for submission of the Aid-to-Counties Website report, based on weekends and holidays, to allow processing time for the payment. Failure to meet the reporting deadline, as published, WILL result in the exclusion of those expenditures in the OSC E-Payment for that month. Early submission may result in earlier payment to the Department. The Department must submit these monthly Expenditure Reports, via the Aid-to-Counties Website, consecutively throughout the agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Website and the system will alert the staff in the DHHS Controller’s Office that expenditures have been approved and certified. The “Certification” verifies that the total State and Federal expenditures reported are valid for the pertinent month’s actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the “Certification.” Local appropriations must be reported monthly along with the State and Federal expenditures.



- b. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an Allocation Method, not a Contract Method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.

A department's June, 2011 expenditure report will be paid in July, 2011 and will be paid from a department's funding allocation for SFY 2011-12. Therefore a department will need to submit all requests for adjustments, corrections, or amendments to expenditure reports for fiscal year 10-11, with the May, 2011 expenditure report.

- c. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month/payment months for each grant as well as the ending settlement date for a grant. (For example, a grant which ends November 30 will have 6 service/payment months charged against it: 1) June 2011 service month/paid in July; 2) July service month/paid in August; 3) August service month/paid in September; 4) September service month/paid in October; 5) October service month/ paid in November; and 6) November service month/paid either in December, or before the ending date of that grant's settlement period. In this example the remaining 6 service/payment months will be December service month/paid in January through May service month/paid in June, 2012.) For each Grant, the budgetary estimate, funding authorization and agreement addendum will have service/payment month dates listed
- d. The Department shall submit the final LHD Expenditure Report (Electronic, via the Aid-to-Counties Website) for all programs to the DHHS Controller's Office according to the schedule published annually in November or December for the next Calendar Year by the DHHS Controller's Office. **The May Services/Paid in June will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.**
- e. The Department shall have the opportunity to submit amended expenditure reports as soon as the error is discovered. A department should not wait to submit all adjustments with the invoice submitted to the Controller's Office at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the state Fiscal Year.
- 1) In accordance with item 4.c, above, each department must be mindful to keep current on reporting adjustments against federal funds to ensure such adjustment is received in time to be paid within the grant period for that grant.
  - 2) The Department shall review their prior reimbursement claims against payments monthly.
  - 3) Amended reports (with the exception of WIC, FP and SFSP) must be submitted no later than the next reporting date after the grant period ends in order to be paid. (Example: if the grant period ends 9/30/10, the amended report must be received by the Controller's Office no later than the next reporting date after that – i.e., October's reporting date.)
  - 4) The only adjustments, if any, that should be submitted with the May service expenditure report submitted in June would be any missed on the prior month's claim. If a department waits until the May service month expenditure report submission to report adjustments, the DHHS Controller's Office cannot guarantee those adjustments can be verified in time for the June payment.

- 5) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June (or earlier if grant period expires during the fiscal year) payment should be paid from local funds. If reported to the State as an adjustment, the payment will come from (and will therefore, reduce) the allocation for the next fiscal year.
  - f. The Department shall submit requests for payment for services provided under 10A NCAC 45.A rules to the Claims Processing Unit, Purchase of Medical Care Services, DHHS Controller's Office.
  - g. The Department shall submit requests for reimbursement for nurse training to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.
5. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in section G.21 of this document.

#### D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State personnel policies as found in North Carolina General Statute, Chapter 126, and 1 NCAC 8. Such policies include, but are not limited to, the following:
  - a. Equal employment opportunity,
  - b. Affirmative action,
  - c. Policies for local government employment subject to the State Personnel Act,
  - d. "Local Classification and Salary Range,"
  - e. "Compensation Policy for Local Competitive Services Employees," and
  - f. "Recruitment and Selection Policy and Procedures. "
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10.0100.
  - a. Local health departments are responsible for sending their newly employed environmental health specialists (interns) to centralized training within 180 days from date of employment.
  - b. Arrangements for centralized training for newly-employed environmental health specialists will be handled by the Education and Training Staff, Division of Environmental Health.
  - c. A local health department which is contracting with an environmental health specialist employed by another department shall be responsible for assuring that all original documents, correspondence, and other public records be maintained in the health department using the contractor and the contract shall stipulate that the contractor shall be available for consultation to the public being served.
3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall assure that all nursing staff who provide public health services funded by this agreement comply with this rule.

#### E. CONFIDENTIALITY

All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's, or responsible person's, written consent; except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

#### F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his/her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement.
2. The Department shall complete HHS Form 690, Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this agreement.

#### G. RESPONSIBILITIES OF THE STATE

1. The State shall provide to the Department regular training, and, upon request, technical assistance in the preparation of the Consolidated Agreement and Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
  - Board Relations
  - Management Teams/Staffing
  - Policy Development
  - Program Planning and Implementation
  - Quality/Performance Improvement
  - General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.

6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community assessment.
8. The State shall act as the principal liaison between the public health system and the state's Medicaid agency on issues related to Medicaid reimbursed services provided by the state and local public health agencies and shall cooperate with the state Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
9. The State shall design and implement annual cost studies to ensure appropriate cost-based Medicaid reimbursement.
10. The State shall work with the NC Division of Information Resource Management to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this systems.
11. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the local health departments per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions.]
12. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see Business Associate Addendum to this Consolidated Agreement)
13. The State (DPH) shall provide to the Department "Estimates of Funding Allocations" no later than February 15 of each year to use in preparation of their local budget proposals per current GS.
14. The State (DENR-DEH) shall provide to the Department the "Budget Form" (DENR 2948) indicating the estimated funding allocations no later than **March 30<sup>th</sup>** of each year to use in the preparation of their local budget proposals per current GS.
15. The State (DHHS) shall provide a "Funding Authorization" to the Department after the receipt of the Certified State Budget. Funds must be appropriately budgeted by the State in the NC Accounting System (NCAS) prior to the issuance of the "Funding Authorization." If funds are restricted through quarterly allotments for FY11, as they have been in FY10, the initial Funding Authorization will only include ¼ of the annual amount for each specific activity involving State funds.
16. The State (DENR-DEH) shall provide a final Budget Form to the Department after receipt of the Certified State Budget.

17. The State (DPH) shall provide funds to the Department upon receipt of this executed agreement and timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office E-Payment Schedule issued November or December of each year for the following calendar year.
18. The State (DENR-DEH) shall provide funds monthly to the Department upon receipt of the executed Budget Forms, Addenda and timely submissions of monthly expenditure reports. Payments will be made to the Department according to expenditures reflected on the monthly Expenditure Reports.
19. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this agreement.
20. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
21. The State shall be assured that the Department maintains expenditures of locally appropriated funds (MOE) for maternal health, child health, and family planning program activities equal to, or greater than, that reported on the Staff Time Activity Report for the period beginning July 1, 1984, and ending June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement.) This revised baseline figure will be calculated and provided to Departments for use in budget preparation.

#### H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. Food and Lodging fees will be disbursed to the department by the State (DENR-DEH) in two separate payments in accordance with NCAC T15A:18A . 2900 – “Restaurant and Lodging Fee Collection and Inventory Program” in the month following receipt of the signed and completed Budget Form (DENR 2948) and Addendum (DENR 3300). The exception is that Temporary Food Establishment (TFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection.
3. Funds for Childhood Lead Poisoning Prevention will be disbursed once per year. The number of confirmed cases identified in the prior calendar year will determine the amount received by each county. A separate signed and completed Budget Form (DENR 2948) and Addendum (DENR 3300) for Childhood Lead Poisoning Prevention must be submitted by December 31<sup>st</sup> in order to receive these funds.
4. Payments shall be suspended when expenditure reports are not received by the time specified (see C.4.a.). Payments will resume the month following the receipt of the delinquent expenditure reports according to the DHHS Controllers office schedule for OSC E-Payments issued in November or December of each year for the following calendar year.
5. Total payment by program activity is limited to the total amount of the “Funding Authorization” and any revisions received after the initial “Funding Authorization” notification.

6. Final payments for the SFY will be made based on the Final monthly (May services/ submitted in June Report) Expenditure Report. Final payments will be equal to the difference between approved reported expenditures and the sum of previous payments up to the limits of the approved budget. Final payments should be made no later than the June OSC E-Payment period per the DHHS Controller's Office schedule, provided that an Expenditure Report and certification, via the Aid-to-Counties Website for each month have been received by the DHHS Office of the Controller.

#### I. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

#### J. PROVISION OF TERMINATION

Either party may terminate this agreement for reasons other than non-compliance upon sixty (60) days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.

The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

#### K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this agreement as follows:
  - a. Upon determination of non-compliance, the State shall give the Department sixty (60) days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
  - b. If the above deficiencies should not be corrected to the satisfaction of the State after the sixty (60) day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
  - c. If the deficiency is still not corrected within the next thirty (30) days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
  - d. In the event of the Department's non-compliance with clauses of this agreement, the State may cancel, terminate, or suspend this agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K-1 (a-c) have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.
2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by subrecipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, DHHS-DPH must perform monitoring as required in the DHHS Policy and Procedure Manual entitled "Monitoring of Programs" dated August 1, 2002 and its Monitoring Plan dated January, 2006.

Additionally, each Local Health Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by DHHS-DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

3. If the Department or the State should be determined out of compliance with the provisions of the agreement, either party may file a formal appeal with the Office of Administrative Hearings.


**IN WITNESS WHEREOF**, the **Department** and the **State** have executed this agreement in duplicate originals, one of which is retained by each of the parties.

**LOCAL SIGNATURES**

**STATE OF NORTH CAROLINA**

*Will E. Tate*  
 Health Director \_\_\_\_\_ Date *4/15/11*

*[Signature]*  
 Finance Officer \_\_\_\_\_ Date *2/22/11*

 ~~Chair of County Commissioners~~ \_\_\_\_\_ Date  
 (when required) ~~County Manager~~

\_\_\_\_\_  
 State Health Director \_\_\_\_\_ Date  
 or Authorized Agent

\_\_\_\_\_  
 Secretary, Department of Environment  
 and Natural Resources or Authorized Agent

APPROVED AS TO LEGAL FORM *[Signature]*

**NORTH CAROLINA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

This Agreement is made effective the 1st day of July, 2011, by and between

Union County Health Department

(name of Local Health Department or "Covered Entity") and the Division of Public Health ("Business Associate") (collectively the "Parties").

**I. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding "entitled" **The FY2012 Consolidated Agreement** (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS.**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information in accordance with 45 CFR part 160 and part 164, subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.



- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of a Covered Entity, as required by the Privacy and Security Rules.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by a Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to a Covered Entity or, as directed by a Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of a Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
  - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are required by law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the MOU or by other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

**c. Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all electronic protected health information and other protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to electronic protected health information and other protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the electronic protected health information or other protected health information.
- 2) In the event that Business Associate determines that returning or destroying the electronic protected health information or other protected health information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such electronic protected health information and other protected health information and limit further uses and disclosures of such electronic protected health information and other protected health information for those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such electronic protected health information and other protected health information.

**6. GENERAL TERMS AND CONDITIONS**

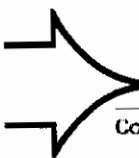
- a. This Agreement amends and is part of the MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

**LOCAL SIGNATURES**

**STATE OF NORTH CAROLINA**

*[Handwritten Signature]* \_\_\_\_\_  
 Health Director Date *2/15/11*  
 Covered Entity (Local Health Dept)

\_\_\_\_\_  
 Business Associate Date  
 (Division of Public Health)

 \_\_\_\_\_  
 County Manager Date

**APPROVED AS TO LEGAL FORM** *[Handwritten Signature]* \_\_\_\_\_

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
a. The Certification Regarding Nondiscrimination;
b. The Certification Regarding Drug-Free Workplace Requirements;
c. The Certification Regarding Environmental Tobacco Smoke;
d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
[ ] He or she has completed the referenced Standard Form SF-LLL, Disclosure of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
OR
[ ] He or she has not completed the referenced Standard Form SF-LLL, Disclosure of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.



Signature Title
Contracting Agency's Legal Name Date

[This Certification Must Be Signed By The Same Individual Who Signed the Contract.]

\*\*\*\*\*

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

\*\*\*\*\*

**II. Certification Regarding Drug-Free Workplace Requirements**

1. **The Contractor certifies that it will provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 1224 W. Roosevelt Blvd.

City, State, Zip Code: Monroe, NC 28110

Street Address No. 2: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

\*\*\*\*\*

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

\*\*\*\*\*

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

#### **V. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form SF-LLL and its instructions are located at the following URL: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.




**North Carolina Department of Health and Human Services  
Division of Public Health • Local Technical Assistance and Training Branch**

1916 Mail Service Center • Raleigh, North Carolina 27699-1916  
Tel 919-707-5130 • Fax 919-870-4833

Beverly Eaves Perdue, Governor  
Lanier M. Cansler, Secretary

Jeffrey P. Engel, MD  
State Health Director

TO: Local Health Directors, Financial Officers and WCH Clinical Supervisors

FROM: Joy F. Reed, EdD, RN, FAAN   
Head, Local Technical Assistance & Training Branch

DATE: February 15, 2011

SUBJECT: Maintenance of Effort Report for WCH Programs – Update Through 2010 for Use in FY11-12  
Budget Preparation

---

Please see the attached revised figures relative to your Maintenance of Effort (MOE) for Women's and Children's Health (WCH) Programs referenced in Section G, item 21, under "Responsibilities of the State" in the attached Consolidated Agreement. Please remember that this value is updated annually for each local health department.

If you have questions or concerns, please contact your Administrative Consultant.

cc: Jeff Engel  
Kevin Ryan  
Peter Andersen  
Joe Holliday  
Carol Tant  
Administrative Consultants



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Maintenance of Effort Schedule - local health departments  
 Citation: 130A-4.1; Consolidated Agreement clause G(21)

Local Health Department	MOE Baseline-- 1985	Updated Baseline-- CPI * - 2011-12
Alamance	\$ 215,751	\$ 437,975
Albemarle District	\$ 47,803	\$ 97,040
Alexander	\$ 33,308	\$ 67,615
Anson	\$ 27,096	\$ 55,004
Appalachian District	\$ 56,663	\$ 115,025
Beaufort	\$ 63,029	\$ 127,948
Bladen	\$ 19,564	\$ 39,714
Brunswick	\$ 122,285	\$ 248,239
Buncombe	\$ 166,104	\$ 337,190
Burke	\$ 83,689	\$ 169,889
Cabarrus	\$ 250,406	\$ 508,324
Caldwell	\$ 59,226	\$ 120,228
Carteret	\$ 16,843	\$ 34,191
Caswell	\$ 31,809	\$ 64,572
Catawba	\$ 127,542	\$ 258,910
Chatham	\$ 50,121	\$ 101,746
Cherokee	\$ 11,705	\$ 23,761
Clay	\$ 1,580	\$ 3,207
Cleveland	\$ 243,917	\$ 495,152
Columbus	\$ 85,858	\$ 174,292
Craven	\$ 113,647	\$ 230,703
Cumberland	\$ 458,294	\$ 930,336
Dare	\$ 22,597	\$ 45,872
Davidson	\$ 100,199	\$ 203,403
Davie	\$ 38,546	\$ 78,249
Duplin	\$ 84,922	\$ 172,391
Durham	\$ 439,506	\$ 892,197
Edgecombe	\$ 157,941	\$ 320,620
Forsyth	\$ 508,138	\$ 1,031,520
Franklin	\$ 65,012	\$ 131,974
Gaston	\$ 342,765	\$ 695,813
Graham	\$ 3,949	\$ 8,016
Granville-Vance District	\$ 170,160	\$ 345,424
Greene	\$ 78,527	\$ 159,410
Guilford	\$ 1,605,509	\$ 3,259,184
Halifax	\$ 118,024	\$ 239,589
Harnett	\$ 69,651	\$ 141,391
Haywood	\$ 82,684	\$ 167,848
Henderson	\$ 109,750	\$ 222,793
Hertford	\$ 3,517	\$ 7,139
Hoke	\$ 25,698	\$ 52,167
Hyde	\$ 12,355	\$ 25,080
Iredell	\$ 36,698	\$ 74,498
Jackson	\$ 11,822	\$ 23,998
Johnston	\$ 196,475	\$ 398,844

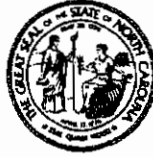
Jones	\$	22,851	\$	46,388
Lee	\$	57,470	\$	116,664
Lenoir	\$	120,667	\$	244,954
Lincoln	\$	78,475	\$	159,304
Macon	\$	27,277	\$	55,373
Madison	\$	55,718	\$	113,108
MTW District	\$	97,748	\$	198,428
Mecklenburg	\$	375,712	\$	762,695
Montgomery	\$	24,389	\$	49,509
Moore	\$	36,243	\$	73,574
Nash	\$	124,412	\$	252,556
New Hanover	\$	128,664	\$	261,187
Northampton	\$	71,678	\$	145,506
Onslow	\$	63,147	\$	128,189
Orange	\$	258,834	\$	525,433
Pamlico	\$	11,162	\$	22,659
Pender	\$	-	\$	-
Person	\$	42,878	\$	87,042
Pitt	\$	164,404	\$	333,740
Randolph	\$	81,302	\$	165,043
Richmond	\$	50,348	\$	102,207
Robeson	\$	225,422	\$	457,606
Rockingham	\$	157,370	\$	319,461
Rowan	\$	178,268	\$	361,884
RPM District	\$	48,315	\$	98,080
Sampson	\$	37,229	\$	75,574
Scotland	\$	12,388	\$	25,147
Stanly	\$	23,625	\$	47,959
Stokes	\$	41,687	\$	84,625
Surry	\$	49,658	\$	100,806
Swain	\$	10,674	\$	21,668
Toe River District	\$	49,658	\$	100,806
Transylvania	\$	66,417	\$	134,827
Union	\$	25,573	\$	51,913
Wake	\$	758,321	\$	1,539,392
Warren	\$	8,551	\$	17,358
Wayne	\$	271,847	\$	551,849
Wilkes	\$	73,909	\$	150,034
Wilson	\$	59,617	\$	121,023
Yadkin	\$	20,687	\$	41,995
TOTAL:	\$	10,583,276	\$	21,484,050

Notes:

\* Adjusted for inflation, 1985 through 2010, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 203%

Reference for calculating CPI changes:

[http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm)

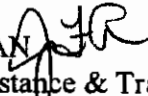


North Carolina Department of Health and Human Services  
Division of Public Health • Public Health Nursing & Professional Development  
1916 Mail Service Center • Raleigh, North Carolina 27699-1916  
Tel 919-707-5130 • Fax 919-870-4833

Beverly Eaves Perdue, Governor  
Lanier M. Cansler, Secretary

Jeffrey P. Engel, M.D.  
State Health Director

**TO:** Local Health Directors and Nursing Directors

**FROM:** Joy F. Reed, EdD, RN, FAAN   
Head, Local Technical Assistance & Training Branch  
Public Health Nursing & Professional Development Unit

**DATE:** February 15, 2011

**SUBJECT:** Public Health Nurse Training Funds

---

The protocol for reimbursement under the Public Health Nurse Training Funds is an integral component in the 2011-2012 Consolidated Agreement with each local health department (see B-12 Funding Stipulations in the Consolidated Agreement). In order to be reimbursed from the training funds, the attached form (DHHS 3300) will need to be completed for individuals for whom the agency is requesting reimbursement.

1. County name
2. Name(s) of Participant(s)
3. Title of Course attended
4. Dates of attendance (month and year)
5. Amount requested
6. Health Director's signature and date
7. Name and telephone number of person preparing the form DHHS 3300

You may request reimbursement upon notification of **successful completion** of the Introduction to Principles and Practices of Public Health and Public Health Nursing course (reimbursement is \$400), the Management and Supervision for Public Health Nurse Supervisors and Directors course (reimbursement is \$600), or a management training/institute course approved as outlined in item B-12c of the Funding Stipulations in the Consolidated Agreement (maximum reimbursement of tuition/registration paid).

***All reimbursements are based on availability of funds.***

Please submit the completed form directly to Public Health Nursing and Professional Development Unit, 1916 Mail Service Center, Raleigh, NC 27699-1916.

Attachment: Form DHHS 3300



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# CONSOLIDATED AGREEMENT Public Health Nursing Training Funds Reimbursement Request

Public Health Nursing &  
Professional Development

Office, Section, or Branch

N/A

Contract Number

Public Health Nurse Training

Activity

Contractor (County Name)

Name(s) of Participant(s)

Course attended

Date Attended (Mo. & Yr.)

\*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

( ) - Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development  
DHHS - Division of Public Health  
1916 Mail Service Center  
Raleigh, NC 27699-1916

Reviewed by:

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 03/07/11

Action Agenda Item No. 4(a)(2)  
(Central Admin. use only)

**SUBJECT:** Conversion of Requisition to Purchase Order - HVAC Jail Units

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

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**ATTACHMENT(S):** Attachment A - Bid Tab                      **INFORMATION CONTACT:** Steve Simpson

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve requisition to purchase order form

**BACKGROUND:** The BOCC approved the funds for the replacement of five HVAC units on in the 2010/2011 budget. Since the quote came in well under budget they were re-quoted to include the other three units that need replacement. All of these units have reached the end of their life cycle since they have been in use since the building was constructed in 1994. The additional units being replaced were identified as the "worst of the "worst" meaning they have required the most maintenance over the past year. By replacing these units there will be a price reduction reflected in the annual maintenance contract.

**FINANCIAL IMPACT:** Original budget \$78,000.00 actual cost is \$65,761.00

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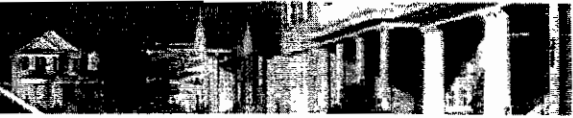
**Legal Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**HVAC Roof-Top Units for UC Jail  
14-Feb-11**

Vendor	Total Bid Price
Love Plumbing & Air Conditioning Co., Inc.	\$ 65,761.00
Facilitech, Inc.	\$ 66,275.92
Johnson Controls	\$ 96,068.00



Bill To UNION COUNTY JAIL ATTN ROBIN HUNTER 7042922694 3344 PRESSON RD MONROE, NC 28112	Requisition 00000305-00 FY 2011  Acct No: 40543128-5580-PR049 Review: Buyer: Status: Approved
---	--

Vendor  
 LOVE PLUMBING & AIR COND CO INC  
 2602 CHARLOTTE AVE  
 P O BOX 1249  
  
 MONROE, NC 28111-1249

Ship To  
 UNION COUNTY JAIL  
 ATTN ROBIN HUNTER 7042922694  
 3344 PRESSON RD  
 MONROE, NC 28112

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/17/11	000423				LAW ENFORCEMENT (SHERIFF BD

LN Description / Account	Qty	Unit Price	Net Price
001 FURNISH AND INSTALL EIGHT (8) HVAC UNITS PER QUOTE DATED 1/27/2011 40543128-5580-PR049	1.0 Each	65761.00000	65761.00
		65761.00	

Bid Number: 0

Requisition Total 65761.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
40543128-5580-PR049 JAIL FACILITY	65761.00	12239.00
	BUILDINGS AND IMPROVEMENTS	

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	02/17/11	Dept413: Lee Lesslie	
Approved	02/17/11	Dept431: Robin Hunter	
E-mail	02/17/11	Dept426: Nicole Hatch	-mail notification sent
E-mail	02/17/11	Dept426: Trina Horne	e-mail notification sent

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 21, 2011

Action Agenda Item No. 4(2)(3)  
(Central Admin. use only)

**SUBJECT: Contract with Aramark Uniform Services for Walk-Off Mat Rental**

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**DEPARTMENT:** General Services

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**

Aramark Customer Contract & Control Sheet  
Cost Comparison Sheet

---

**INFORMATION CONTACT:**

Barry Wyatt  
Trina Home

---

**TELEPHONE NUMBERS:**

704-283-3868

704-292-2562

[Click here to enter text.](#)

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**DEPARTMENT'S RECOMMENDED ACTION:**

Authorize the Manager to approve the contract with Aramark Uniform Services to provide 48 walk-off mats at 13 buildings.

**BACKGROUND:**

Union County has contracted with three different companies for many years for rental of scraper and walk-off mats. The scraper mats are placed outside entrance doors and the walk-off mats are used inside. The purpose of these mats is to reduce the amount of dirt/mud/water from foot traffic in the buildings. The attached cost comparison sheet shows what we are currently paying for a three year contract for both 30 scraper and 48 walk-off mats and proposals for what we will be paying for just walk-off mats. The County has purchased the scraper mats for \$3,800 less than the cost differential between the current contract and proposed contract with Aramark and they will have a useful life of at least three years.

For the purpose of this contract, only the current service provider and Aramark were asked to submit pricing. Two previous service providers were not considered because of historically less than acceptable performance.

**FINANCIAL IMPACT:**

Funds are included in the current budget to cover the cost for the remainder of FY11 and funding is being requested in the FY12 budget to cover next fiscal years cost. Even with the cost of purchasing scraper mats, the new contract with Aramark will result in savings of over \$16,000 over the three year term of the contract.

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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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[Click here to enter text.](#)

## COST COMPARISON

	Unifirst Current Cost	Unifirst Proposed Cost	Aramark Proposed Cost
Weekly Ccst	230.28	130.73	118.81
First Year Cost	11,974.56	6,797.96	6,178.12
Second Year Cost w/5% Increase	12,573.29	7,137.86	6,487.03
Third Year Cost w/5% Increase	13,201.95	7,494.75	6,811.38
Three Year Total Cost	37,749.80	21,430.57	19,476.53



# Customer Information Sheet (CIS)

ORIGINAL

CUSTOMER NAME:

CUSTOMER NO.:

PAGE NO.:

TO BE RETAINED BY UNION COUNTY

CONTACT NAME:

CONTACT TITLE:

Reason for CIS:  New Customer  Add Allied Products  Add Other Charges

### ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
9x6 steady step mat	22(44)	2.50	W			59 <sup>00</sup>
3x4 mat	24(48)	1.75	W			39 <sup>00</sup>
3x10 steady step mat	1 (2)	3.00	W			49 <sup>00</sup>
Shop towel	200	.04	W		3%	.30
napo name	1	1.00	W			10 <sup>00</sup>

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

### Additional Services and Charges:

- YES  N/A
- Preparation Charge \_\_\_\_\_ per Garment
  - Service Charge 9% per Week
  - Extra Suit Charge \_\_\_\_\_ per Wearer
  - Special Merchandise (If yes, see Special Merchandise Addendum)
    - Direct Embroidered
    - Other
  - Emblem Description
    - Name Emblem Unit Price \_\_\_\_\_
    - Company Emblem Unit Price \_\_\_\_\_
    - Other \_\_\_\_\_
  - Emblem Color: \_\_\_\_\_ Name \_\_\_\_\_ Company \_\_\_\_\_
  - Emblem/Type/Style Embroidered:  Silk Screen:  Image Print:
  - Other Charges/Services: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

*[Signature]*  
Assistant Finance Director 2/22/2011

### General:

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment
Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.			

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the ~~related~~ Service Agreement are incorporated in this CIS (except for any price increase provisions) references to the "Agreement" shall be deemed to include this CIS, **and Attachment A.**
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

Print Union County 704-283-3810  
Name of Customer Customer Phone Number

Print Lara Nauman AG  
ARAMARK Representative Name & Title

Print CYNTHIA A. COLE COUNTY MANAGER  
Name & Title of Customer Contact

Lara Nauman Date 11-29-10  
Signature - ARAMARK Representative

By [Signature] Date 2-23-11  
Signature of Authorized Customer Representative

Signature - ARAMARK General Manager Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM CPM



**SERVICE AGREEMENT**

CUSTOMER NO.:

PAGE NO.:

Service To ("Customer"):

Bill To:

**GARMENTS AND SERVICES ORDERED:**

NO. OF WEARERS	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	REPLACEMENT CHARGE (per item)

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
466 Steady Step	22	2.50	W			59 <sup>00</sup>
3x4 mat	24	1.75	W			39 <sup>00</sup>
3x10 mat	1	3.00	W			49 <sup>00</sup>
Shop Towel	200	.04	W			.30
wet mop	1	1.00	W			10 <sup>00</sup>
Frame	1	.0001	W			.0001

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

ARAMARK Uniform Services (AUS) will provide Customer with uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) which shall constitute our entire agreement, including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

Int. ~~March 1, 2014~~ <sup>36</sup> April 1, 2011 ~~with 12 months plus the period~~

Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. This Agreement shall terminate on ~~February 28, 2014~~ <sup>Int. Ce</sup> March 31, 2014.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee. The terms and conditions in Attachment A are attached and incorporated herein by reference.

Terms and Conditions Continued on Reverse

## ATTACHMENT A

I. At ARAMARK Uniform Services's sole expense, ARAMARK Uniform Services ("AUS") 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
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II. ADDITIONAL INSURANCE REQUIREMENTS

A. AUS'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, AUS shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. AUS shall have no right of recovery or subrogation against Union 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. Union County shall have no liability with respect to AUS's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of AUS.
- 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, AUS 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: General Services
  - Contract #: 2643
- G. Insurance procured by AUS shall not reduce nor limit AUS's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event AUS receives Notice of Cancellation of Insurance required pursuant to this Agreement, AUS 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 AUS is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, AUS 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.

III. AUS agrees to protect, defend, indemnify and hold Union County, its 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 AUS, its officers, employees, subcontractors or agents. AUS 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.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 7, 2011

Action Agenda Item No. 4(a)(4)

(Central Admin. use only)

**SUBJECT: Dell Storage Server Maintenance Agreement**

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**DEPARTMENT:** Emergency  
Communications

**PUBLIC HEARING:** Yes

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**ATTACHMENT(S):**  
Quote #SR 4046-SUNGARD PUBLIC  
SECTOR

**INFORMATION CONTACT:**

Larry Brinker  
[Click here to enter text.](#)

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**TELEPHONE NUMBERS:**

704-283-3550  
704-622-8564  
[Click here to enter text.](#)  
[Click here to enter text.](#)

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**DEPARTMENT'S RECOMMENDED ACTION:**

Authorize the County Manager to enter into a two-year service agreement with Dell Extended Services for Communications hardware, pending legal review.

**BACKGROUND:**

The OSSI public safety software solution was purchased in 2007 and included two large storage array network systems for records preservation. The new service agreement is for a two-year period, through February 2013. Agreement is for support, annual inspection and software upgrades.

**FINANCIAL IMPACT:**

The one year agreement is \$16,051 while the two year is set at \$28,915. Current proposed amount is for 2 year agreement of \$28,915, split between general fund and the E911 fund. This offers a savings of approximately 20% over the period of the agreement. Amount proposed is within budget.

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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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Dell APOS Extended Services



**QUOTATION**  
Extended Services

Customer Information

Quote #	SR 4046 - SUNGARD PUBLIC SECTOR INC
Company Name:	SUNGARD PUBLIC SECTOR INC
Contact:	MelvinMattocks@co.union.nc.us
Email Address:	
Phone Number:	Office: 704.283.3547
Contract Number:	
Dell Customer # :	114165418
Date:	2/17/2011

Dell Extended Services Detail

Dell Rep:  
Title:  
Phone:  
Fax:  
Email:

Steven Rodriguez  
Dell Extended Services and Asset Management  
Direct Line: 512-513-9875  
512-283-2746 Steven Rodriguez  
steven\_rodriguez@dell.com

Current Equipment Information

Purchase Order	Service Tag #	Model	Current Service Contract	Ship Date	Service Contract Expiration	Price	Extension Date	Price	Extension Date	Reinstatement Fees
	5TKB891	DELL/EMC CX3-20	GOLD PREMIUM	12/28/2006	9/30/2010	\$5,761.00	2/29/2012	\$10,378.00	2/17/2013	
	8TKB891	DELL/EMC DAE4P	GOLD PREMIUM	12/28/2006	9/30/2010	\$2,900.00	2/29/2012	\$5,224.00	2/17/2013	
	G3JC1C1	DELL/EMC 8-16 FLEX 4GB MCDATA	GOLD PREMIUM	12/28/2006	9/22/2010	\$1,629.00	2/29/2012	\$2,935.00	2/17/2013	
	GTKB891	DELL/EMC CX3-20	GOLD PREMIUM	12/28/2006	9/30/2010	\$5,761.00	2/29/2012	\$10,378.00	2/17/2013	

DOMS Quote 1 year  
DOMS Quote EOC

Total:	\$16,051.00	\$28,915.00
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\* pricing does not include sales tax where applicable

Comments

Comments

**Reinstatement Fee's:**

Reinstatement Fee's are attached to each tag that is out of warranty, for the amount of \$200.

**BY05 Approvals:**

**KYHD (Keep Your Hard Drive)**

If you have a HDD failure, for the amount of \$1099.00 this service allows you to keep your HDD rather than sending the failed drive back to Dell.

Dell's contract with EMC is 5 years. Any items being requested beyond the 5 year contract requires approvals per Parts Availability. If approved, approvals are valid for 30- 45 days!

**SAN Maintenance:** [Click Here for More Details!](#)

We provide a service where our technicians go onsite to check the SAN to make sure its running at its optimal level.

**Purchase Order Requirements**

**A complete Billing Address**

**A complete Shipping Address, including a contact name and phone number**

**The Terms stated as, Net 30**

**A total dollar amount for the PO**

**An Authorizing Signature (if applicable)**

**A copy of the Quote, or reference the Quote Number**

Fax your Purchase Order to 512-283-2746 Attention: Steven Rodriguez

If you have any questions, please contact me at

Direct Line: 512 513 9875

Fax: 512-283-2746

E-Mail: [steven\\_rodriguez@dell.com](mailto:steven_rodriguez@dell.com)

**Purchase Order Mailing Address**

Dell Marketing L.P

One Dell Way

Round Rock TX 78664

**January 2011 Budget Transfers Report**

02/21/2011 12:25 IMUNTS - LIVE  
JOURNAL INQUIRY

PG 1  
lgjcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	936	BUA	07/01/2010	01/25/2011	LIT	chelms		IN	Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10543200	5920		LIT38A			RELOCATE SAVINGS TO DEBT S	345,201.00	
10	-20-5-432-00-5920						CONTINGENCY		
2	10543200	5730		LIT38A			RELOCATE SAVINGS TO DEBT S		345,201.00
10	-20-5-432-00-5730						INST FIN PRINCIPAL		
** JOURNAL TOTAL					0.00		0.00		

General Fund - LIT to adjust budget accounts to place anticipated debt service principal savings into the correct debt service account within the Communications program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	291	BUA	01/04/2011	01/20/2011	BA	chelms		IN	Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB	
1	10551150	5239	1323	BA11			ADD FED & STATE REVENUES	5,412.00		
10	-60-5-511-50-5239		-1323				MEDICAL SUPPLIES AND EQUIPMENT			
2	10551154	5260	1392	BA11			ADD FED & STATE REVENUES	607.00		
10	-60-5-511-54-5260		-1392				PRINTING AND OFFICE SUPPLIES			
3	10551150	5239	1324	BA11			ADD FED & STATE REVENUES	12,115.00		
10	-60-5-511-50-5239		-1324				MEDICAL SUPPLIES AND EQUIPMENT			
4	10551101	5381	1300	BA11			ADD FED & STATE REVENUES	117,588.00		
10	-60-5-511-01-5381		-1300				PROFESSIONAL SERVICES			
5	10451154	4413	1392	BA11			ADD FED & STATE REVENUES		607.00	
10	-60-4-511-54-4413		-1392				ST GRANT-NC DEPT EHNR			
6	10451150	4413	1323	BA11			ADD FED & STATE REVENUES	5,412.00		
10	-60-4-511-50-4413		-1323				ST GRANT-NC DEPT EHNR			
7	10451150	4344	1324	BA11			ADD FED & STATE REVENUES	12,115.00		
10	-60-4-511-50-4344		-1324				FED GRANT-BLOCK GRANT-PP			
8	10451101	4411	1300	BA11			ADD FED & STATE REVENUES	117,588.00		
10	-60-4-511-01-4411		-1300				ST GRANT-FOR HEALTH ADMIN			
9	10	393500		BA11					135,722.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
10	10	393400		BA11				135,722.00		
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					135,722.00		135,722.00			

General Fund - BA to appropriate additional federal and State funds for the Public Health, Breast and Cervical Cancer Control program, Environmental Health program, Family Planning program, and Administration program budgets.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	292	BUA	01/20/2011	01/20/2011	LIT	chelms		IN	Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551101	5920	1300	LIT49			ADD GEN AID TO CO FUND CO	117,588.00	
10	-60-5-511-01-5920		-1300				CONTINGENCY		
2	10551101	5381	1300	LIT49			ADD GEN AID TO CO FUND CO		117,588.00
10	-60-5-511-01-5381		-1300				PROFESSIONAL SERVICES		
** JOURNAL TOTAL					0.00		0.00		

General Fund - LIT to adjust budget accounts to reduce County funding within the Public Health, Administration program budget.

Agenda Item #: 46  
 Meeting Date: 3-07-2011

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 07 408 BUA 01/21/2011 01/25/2011 LIT chelms 1 N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10541500	5381		LIT50			DATAMAX CONTRACT	5,000.00	
10	-10-5-415-00-5381						PROFESSIONAL SERVICES		
2	10541500	5382		LIT50			DATAMAX CONTRACT		5,000.00
10	-10-5-415-00-5382						LEGAL SERVICES		
** JOURNAL TOTAL					0.00			0.00	

General Fund - LIT to adjust budget accounts to for contract within the Tax Administration, Collections program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 07 409 BUA 12/13/2010 01/25/2011 LIT chelms 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5381	13341	LIT51			MOVE FUNDS MED SVC & PRF S	10,000.00	
10	-60-5-511-50-5381		-13341				PROFESSIONAL SERVICES		
2	10551150	5383	13341	LIT51			MOVE FUNDS MED SVC & PRF S	30,000.00	
10	-60-5-511-50-5383		-13341				MEDICAL SERVICES		
3	10551150	5399	13341	LIT51			MOVE FUNDS MED SVC & PRF S		10,000.00
10	-60-5-511-50-5399		-13341				PUBLIC ASSISTANCE		
4	10551150	5121	13341	LIT51			MOVE FUNDS MED SVC & PRF S		25,000.00
10	-60-5-511-50-5121		-13341				SALARIES & WAGES		
5	10551150	5132	13341	LIT51			MOVE FUNDS MED SVC & PRF S		585.00
10	-60-5-511-50-5132		-13341				SEPARATION ALLOWANCE		
6	10551150	5134	13341	LIT51			MOVE FUNDS MED SVC & PRF S		1,150.00
10	-60-5-511-50-5134		-13341				401-K SUPP RET PLAN -OTHER		
7	10551150	5181	13341	LIT51			MOVE FUNDS MED SVC & PRF S		1,906.00
10	-60-5-511-50-5181		-13341				FICA CONTRIBUTIONS		
8	10551150	5182	13341	LIT51			MOVE FUNDS MED SVC & PRF S		1,200.00
10	-60-5-511-50-5182		-13341				RET CONTRIB.- OTHER EMPLOYEES		
9	10551150	5186	13341	LIT51			MOVE FUNDS MED SVC & PRF S		159.00
10	-60-5-511-50-5186		-13341				WORKERS COMPENSATION		
** JOURNAL TOTAL					0.00			0.00	

General Fund - LIT to adjust budget accounts to reduce usage of wages and benefits and increase usage of professional and medical services within the Public Health, Smart Start Smiles program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 07 413 BUA 01/04/2011 01/25/2011 BA chelms 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	413	BUA	01/04/2011	01/25/2011	BA	chelms	1	N	Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5399	1509	<u>BA14</u>			DSS CRIS INTERVENTION APPR	21,534.00		
10	-60-5-531-60-5399			-1509			PUBLIC ASSISTANCE			
2	10453160	4340	1509	BA14			DSS CRIS INTERVENTION APPR		21,534.00	
10	-60-4-531-60-4340			-1509			FED GRANT-LOW INCOME EA BG			
3	10	393500		BA14					21,534.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		BA14				21,534.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					21,534.00			21,534.00		

General Fund - BA to appropriate federal grant funds for the Social Services, Energy Assistance (CIP) program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	414	BUA	01/04/2011	01/25/2011	BA	chelms	IN		Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10592000	5920		<u>BA16</u>			ADJ APPROP FUNDS WESLEYCHA	13,507.00		
10	-92-5-920-00-5920			-			CONTINGENCY			
2	10543400	5299		BA16			ADJ APPROP FUNDS WESLEYCHA		13,507.00	
10	-20-5-434-00-5299			-			MISCELLANEOUS			
** JOURNAL TOTAL					0.00			0.00		

General Fund - BA to reduce appropriation of General Fund contingency funds for the Wesley Chapel VFD utility connection in the Fire Services program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	415	BUA	01/18/2011	01/25/2011	BA	chelms	IN		Hist	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10499100	4991		<u>BA19</u>			APPROP FUND BAL LAND USE O		90,491.00	
10	-99-4-991-00-4991			-			FUND BALANCE APPROPRIATED			
2	10549100	5381		BA19			APPROP FUND BAL LAND USE O	90,491.00		
10	-50-5-491-00-5381			-			PROFESSIONAL SERVICES			
3	10	393500		BA19					90,491.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		BA19				90,491.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					90,491.00			90,491.00		

General Fund - BA to appropriate General Fund fund balance for outstanding Land Use Ordinance project in the Planning program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 07 416 BUA 01/18/2011 01/25/2011 BA chelms IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										
1	10593000	5185		BA17			UNEMPLOY CHGS BY ESC		110,000.00	
10	-92-5-930-00-5185			-			UNEMPLOYMENT CLAIMS			
2	10592000	5920		BA17			UNEMPLOY CHGS BY ESC		146,982.00	
10	-92-5-920-00-5920			-			CONTINGENCY			
3	61593000	5920		BA17			UNEMPLOY CHGS BY ESC		18,294.00	
61	-92-5-930-00-5920			-			CONTINGENCY			
4	66593000	5920		BA17			UNEMPLOY CHGS BY ESC		5,346.00	
66	-92-5-930-00-5920			-			CONTINGENCY			
5	66599100	5991		BA17			UNEMPLOY CHGS BY ESC		5,485.00	
66	-99-5-991-00-5991			-			CONTRIBUTION TO FUND BALANCE			
6	10540900	5185		BA17			UNEMPLOY CHGS BY ESC	5,760.00		
10	-10-5-409-00-5185			-			UNEMPLOYMENT CLAIMS			
7	10541400	5185		BA17			UNEMPLOY CHGS BY ESC	46,997.00		
10	-10-5-414-00-5185			-			UNEMPLOYMENT CLAIMS			
8	10541500	5185		BA17			UNEMPLOY CHGS BY ESC	8,646.00		
10	-10-5-415-00-5185			-			UNEMPLOYMENT CLAIMS			
9	10541709	5185		BA17			UNEMPLOY CHGS BY ESC	8,366.00		
10	-10-5-417-09-5185			-			UNEMPLOYMENT CLAIMS			
10	10541800	5185		BA17			UNEMPLOY CHGS BY ESC	7,878.00		
10	-10-5-418-00-5185			-			UNEMPLOYMENT CLAIMS			
11	10542200	5185		BA17			UNEMPLOY CHGS BY ESC	1,632.00		
10	-10-5-422-00-5185			-			UNEMPLOYMENT CLAIMS			
12	10542500	5185		BA17			UNEMPLOY CHGS BY ESC	7,436.00		
10	-10-5-425-00-5185			-			UNEMPLOYMENT CLAIMS			
13	10542623	5185		BA17			UNEMPLOY CHGS BY ESC	1,941.00		
10	-10-5-426-23-5185			-			UNEMPLOYMENT CLAIMS			
14	10543200	5185		BA17			UNEMPLOY CHGS BY ESC	4.00		
10	-20-5-432-00-5185			-			UNEMPLOYMENT CLAIMS			
15	10543500	5185		BA17			UNEMPLOY CHGS BY ESC	57,378.00		
10	-20-5-435-00-5185			-			UNEMPLOYMENT CLAIMS			
16	10549100	5185		BA17			UNEMPLOY CHGS BY ESC	3,741.00		
10	-50-5-491-00-5185			-			UNEMPLOYMENT CLAIMS			
17	10549501	5185		BA17			UNEMPLOY CHGS BY ESC	7,475.00		
10	-50-5-495-01-5185			-			UNEMPLOYMENT CLAIMS			
18	10551101	5185	1300	BA17			UNEMPLOY CHGS BY ESC	8,970.00		
10	-60-5-511-01-5185		-1300				UNEMPLOYMENT CLAIMS			
19	10551150	5185	1327	BA17			UNEMPLOY CHGS BY ESC	2,470.00		
10	-60-5-511-50-5185		-1327				UNEMPLOYMENT CLAIMS			
20	10551153	5185	1370	BA17			UNEMPLOY CHGS BY ESC	7,722.00		
10	-60-5-511-53-5185		-1370				UNEMPLOYMENT CLAIMS			
21	10553101	5185	1450	BA17			UNEMPLOY CHGS BY ESC	23,433.00		
10	-60-5-531-01-5185		-1450				UNEMPLOYMENT CLAIMS			

General Fund - BA to appropriate General Fund contingency funds and allocate General Fund nondepartmental funds for General Fund unemployment claims. BA also allocates Water and Sewer Fund nondepartmental funds for Water and Sewer Fund unemployment claims. BA also appropriates Solid Waste Fund fund balance and allocates Solid Waste Fund nondepartmental funds for Solid Waste unemployment claims.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 07 416 BUA 01/18/2011 01/25/2011 BA chelms 1 N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
22	10558100	5185	1680	BA17			UNEMPLOY CHGS BY ESC	3,110.00		
10	-60-5-581-00-5185		-1680				UNEMPLOYMENT CLAIMS			
23	10561100	5185	1800	BA17			UNEMPLOY CHGS BY ESC	44,653.00		
10	-80-5-611-00-5185		-1800				UNEMPLOYMENT CLAIMS			
24	10561301	5185		BA17			UNEMPLOY CHGS BY ESC	6,363.00		
10	-80-5-613-01-5185		-				UNEMPLOYMENT CLAIMS			
25	10561371	5185		BA17			UNEMPLOY CHGS BY ESC	1,632.00		
10	-80-5-613-71-5185		-				UNEMPLOYMENT CLAIMS			
26	10561372	5185		BA17			UNEMPLOY CHGS BY ESC	1,375.00		
10	-80-5-613-72-5185		-				UNEMPLOYMENT CLAIMS			
27	61511102	5185		BA17			UNEMPLOY CHGS BY ESC	736.00		
61	-90-5-111-02-5185		-				UNEMPLOYMENT CLAIMS			
28	61521100	5185		BA17			UNEMPLOY CHGS BY ESC	3,923.00		
61	-90-5-211-00-5185		-				UNEMPLOYMENT CLAIMS			
29	61522115	5185		BA17			UNEMPLOY CHGS BY ESC	12,072.00		
61	-90-5-221-15-5185		-				UNEMPLOYMENT CLAIMS			
30	61531100	5185		BA17			UNEMPLOY CHGS BY ESC	1,563.00		
61	-90-5-311-00-5185		-				UNEMPLOYMENT CLAIMS			
31	66547201	5185		BA17			UNEMPLOY CHGS BY ESC	4,446.00		
66	-40-5-472-01-5185		-				UNEMPLOYMENT CLAIMS			
32	66547281	5185		BA17			UNEMPLOY CHGS BY ESC	3,811.00		
66	-40-5-472-81-5185		-				UNEMPLOYMENT CLAIMS			
33	66547302	5185		BA17			UNEMPLOY CHGS BY ESC	2,574.00		
66	-40-5-473-02-5185		-				UNEMPLOYMENT CLAIMS			
** JOURNAL TOTAL					0.00			0.00		

BA#17 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 07 417 BUA 01/18/2011 01/25/2011 CPO chelms 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	40461374	4010	PR041	CPO143			APPROP FUNDS JHP BRIDGE PR		46,776.00	
40	-80-4-613-74-4010		-PR041				IFT FROM GENERAL FUND			
2	40561374	5570	PR041	CPO143			APPROP FUNDS JHP BRIDGE PR	46,776.00		
40	-80-5-613-74-5570		-PR041				LAND AND IMPROVEMENTS			
3	40	393500		CPO143					46,776.00	1
40	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	40	393400		CPO143				46,776.00		1
40	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					46,776.00			46,776.00		

General Capital Project Ordinance Fund - CPO to appropriate General Capital Reserve funds for Jesse Helms Park (JHP) Bridge project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	475	BUA	01/21/2011	01/25/2011	LIT	chelms		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT	ACCOUNT DESCRIPTION											
1	10561100	5126	1800	<u>LIT52</u>			MEMO TO CO MGNR			14,965.00		
10	-80-5-611-00-5126			-1800			SALARIES & WAGES-TEMP AND PART					
2	10561100	5181	1800	LIT52			MEMO TO CO MGNR			126.00		
10	-80-5-611-00-5181			-1800			FICA CONTRIBUTIONS					
3	10561100	5121	1800	LIT52			MEMO TO CO MGNR				13,313.00	
10	-80-5-611-00-5121			-1800			SALARIES & WAGES					
4	10561100	5132	1800	LIT52			MEMO TO CO MGNR				201.00	
10	-80-5-611-00-5132			-1800			SEPARATTON ALLOWANCE					
5	10561100	5134	1800	LIT52			MEMO TO CO MGNR				666.00	
10	-80-5-611-00-5134			-1800			401-K SUPP RET PLAN -OTHER					
6	10561100	5182	1800	LIT52			MEMO TO CO MGNR				857.00	
10	-80-5-611-00-5182			-1800			RET CONTRIB.- OTHER EMPLOYEES					
7	10561100	5186	1800	LIT52			MEMO TO CO MGNR				54.00	
10	-80-5-611-00-5186			-1800			WORKERS COMPENSATION					
** JOURNAL TOTAL					0.00					0.00		

General Fund - LIT to adjust budget accounts to allocate lower anticipated full-time and regular part-time wages and benefits to cover request for additional part-time wages and benefits in the Library program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	485	BUA	01/25/2011	01/26/2011	LIT	chelms		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT	ACCOUNT DESCRIPTION											
1	10540900	5220		<u>LIT53</u>			COVER COST OF DRINKS			201.00		
10	-10-5-409-00-5220			-			FOOD AND PROVISIONS					
2	10540900	5232		LIT53			COVER COST OF DRINKS				201.00	
10	-10-5-409-00-5232			-			AUDIO VISUAL SUPPLIES					
** JOURNAL TOTAL					0.00					0.00		

General Fund - LIT to adjust budget accounts for drinks in Manager/employee meetings within the Personnel Department program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	07	486	BUA	01/25/2011	01/26/2011	LIT	chelms		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT	ACCOUNT DESCRIPTION											
1	10541400	5393		<u>LIT54</u>			TEMP HELP DATA ASSESSMENT			10,000.00		
10	-10-5-414-00-5393			-			TEMPORARY HELP SERVICES					
2	10541400	5382		LIT54			TEMP HELP DATA ASSESSMENT				10,000.00	
10	-10-5-414-00-5382			-			LEGAL SERVICES					
** JOURNAL TOTAL					0.00					0.00		

General Fund - LIT to adjust budget accounts for temporary help services within the Tax Administration, Assessment program budget.



YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 07 572 BUA 01/25/2011 02/07/2011 LIT chelms 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5265	1450	LIT58			COVER UPGRADE COMPUTER EQU	55,000.00		
10	-60-5-531-01-5265			-1450			OFFICE COMPUTER EQUIPMENT			
2	10553101	5260	1450	LIT58			COVER UPGRADE COMPUTER EQU		25,000.00	
10	-60-5-531-01-5260			-1450			PRINTING AND OFFICE SUPPLIES			
3	10553101	5381	1450	LIT58			COVER UPGRADE COMPUTER EQU		30,000.00	
10	-60-5-531-01-5381			-1450			PROFESSIONAL SERVICES			
** JOURNAL TOTAL					0.00					0.00
** GRAND TOTAL					294,523.00					294,523.00

General Fund - LIT to adjust budget accounts to cover costs of upgrading laptops and personal computers for the Business Process Automation System within the Social Services, Administration program budget.

14 Journals printed

\*\* END OF REPORT - Generated by Dept413 \*\*

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 7, 2011

Action Agenda Item No. 4c

(Central Admin. use only)

**SUBJECT:** Approval of BB&T Agreement as County Depository and Amending Banking Resolution

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**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
1. Current resolution requiring countersignatures

**INFORMATION CONTACT:**

2. Amended resolution

David Cannon

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**TELEPHONE NUMBERS:**

704-283-3631

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve resolution designated BB&T as Union County depository and amending the requirement for countersignatures for electronic payments when at least three employees are involved in processing the transaction.

**BACKGROUND:** Finance requests a change to the current resolution that requires the Chair and Vice-Chair, as designated individuals, to countersign all financial instruments. The current resolution was adopted in 2002 and does not recognize the advances in technology for processing electronic payments. Finance is requesting a waiver from the requirement of a countersignature for electronic payments.

GS 159-25 allows the governing board to waive the requirement for countersignatures with the proper internal controls. In a review of our internal controls, we believe we currently have sufficient controls in place to request this waiver. This amendment will match Board policy with the current practice of processing electronic payments. We would continue the practice of requiring the Chair or Vice-Chair countersign for any other transaction other than electronic payments.

For years, the County has utilized technology in the payment of employees and vendors. The County has utilized electronic payments through ACH and wire transfers. These electronic payments improve efficiency and reduce costs of the Finance Department.

State law 159-25 outlines the duties of the Finance Officer, dual signatures on checks and internal control procedures subject to Commission regulation. GS 159-25 (b) states that:

*“all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government or public authority designated for this purpose by the governing board. If the board makes no other designation, the chairman of the board or chief executive officer of the local government or public authority shall countersign these checks and drafts. The governing board of a unit or authority may waive the requirements of this subsection if the board determines that the internal control procedures of the unit or authority will be satisfactory in the absence of dual signatures.”*

This section was last updated in 1987 and does not reflect the increasing use of technology utilized for making electronic payments. The County has taken advantage of the use of technology and processes many of our payments electronically. The County has also been out front of the internal control procedures for electronic payments. Good internal controls require the proper segregation of duties to review and validate the payments and transfers made by the County. These controls are monitored by our Internal Auditor.

Current procedures require at least three separate individuals for electronic payments. The first step in the process is the person who initiates the request for payment after reviewing the invoice and submitting the request for payment. The next step is to verify the information for payment and enter information into the account payable system to generate the payment. The third step in the process is to verify the amount of the payments made to the bank in batch total to ensure the amount of the payments total to the account payable system. In addition, in most transactions we have another check in the system from the bank reconciliation. With these internal control procedures and the use and timing of electronic payments, we request the Board to adopt the amendment to the attached banking resolution.

**FINANCIAL IMPACT:** None

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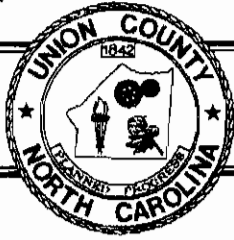
**Legal Dept. Comments if applicable:** \_\_\_\_\_

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

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**Manager Recommendation:**




## OFFICE OF THE COMMISSIONERS AND MANAGER

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

STATE OF NORTH CAROLINA            )  
  :  
COUNTY OF UNION                    )        SS.:

I, Lynn G. West, Clerk to the Board of Commissioners, do hereby certify that the attached is a true and correct copy of the excerpt of the minutes of the Union County Board of Commissioners' meeting on December 2, 2002, as recorded in Docket Book 25, Page 185-186 in the Office of the Clerk to the Union County Board of Commissioners.

In witness whereof, I have hereunto set my hand and seal this the 18th day of November, 2009.

  
\_\_\_\_\_  
Lynn G. West, Clerk to the Board  
of Commissioners

December 2, 2002

With there being no further nominations, by acclamation Commissioner Stone was appointed to serve.

**Juvenile Crime Prevention Council:** Commissioner Loflin nominated Commissioner Stone to serve on the Juvenile Crime Prevention Council.

With there being no further nominations, by acclamation Commissioner Stone was appointed to serve.

**Agricultural Advisory Board:** Commissioner Loflin nominated Vice Chairman Rushing to serve on the Agricultural Advisory Board.

With there being no further nominations, by acclamation Vice Chairman Rushing was appointed to serve.

**Carolinas-Union Healthcare, Inc. d/b/a Union EMS:** By resolution adopted by the Board of Commissioners on September 4, 2002, the Chairman or his designee shall serve on the Carolinas-Union Healthcare, Inc. Chairman Standridge accepted the appointment to serve in this capacity.

**Vision 2020 Co-Chair:** Chairman Standridge nominated Commissioner Loflin to serve as the Co-Chair of Vision 2020.

With there being no further nominations, by acclamation Commissioner Loflin was appointed.

**FINANCE DEPARTMENT:**

**A. Resolution Designating the Chair and Vice Chair as Designated Individuals Authorized to Countersign Financial Instruments Pursuant to North Carolina General Statutes**

Commissioner Loflin moved adoption of the following Resolution, and the motion was passed unanimously:

**RESOLUTION DESIGNATING THE CHAIR AND VICE-CHAIR OF THE UNION COUNTY BOARD OF COMMISSIONERS AS DESIGNATED INDIVIDUALS AUTHORIZED TO COUNTERSIGN FINANCIAL INSTRUMENTS PURSUANT TO NORTH CAROLINA GENERAL STATUTES**

WHEREAS, NCGS 159-25(b), in the absence of a waiver approved by the governing body, requires financial instruments to be countersigned by another official of the local government; and

WHEREAS, the Union County Board of Commissioners deems it prudent to require countersignatures on financial instruments drawn on the financial accounts of Union County; and

WHEREAS, all financial instruments drawn on the financial accounts of Union County require the signature of the finance officer; and

WHEREAS, NCGS 150-31 requires the governing body to designate one or more banks, savings and loan associations, or trust companies in the State of North Carolina as official depositories of public funds; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the County of Union, North Carolina, as follows:

- (1) All banks, savings and loan associations, or trust companies with a principal or branch office within the corporate boundaries of Union County that otherwise satisfy the requirements for an official depository pursuant to the North Carolina Local Government Budget and Fiscal Control Act are designated as official depositories of Union County public funds.
- (2) The Clerk to the Board of County Commissioners is authorized and directed to certify on forms prescribed by Union County's official depositories the designated officials who are authorized to execute financial instruments on behalf of Union County.
- (3) The designated officials shall be the chair, vice chair, and finance officer.

December 2, 2002

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

READ, APPROVED AND ADOPTED this the 2<sup>nd</sup> day of December 2002.

S/Lynn G. West  
Clerk to the Board of Commissioners

s/Paul A. Standridge  
Chairman of the Board of Commissioners

**ADOPTION OF NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS' CODE OF ETHICS:**

Chairman Standridge stated that the Board of Commissioners reconsiders the Code of Ethics from year to year. He then read the Preamble from the Code of Ethics for the public's information. He offered that there were sufficient copies of the Code of Ethics available for everyone who wanted to review the document in full.

Following the reading of the Preamble by Chairman Standridge, Commissioner Stone moved to adopt the North Carolina Association of County Commissioners' Code of Ethics as presented in the agenda package.

Vice Chairman Rushing encouraged the members of the audience to read the Code of Ethics and requested that the Code of Ethics be posted on the County's website if possible. He pointed out that the Code of Ethics not only contains the responsibilities of the Board members but also contains the responsibilities of the citizens as well.

Commissioner Sexton asked if there were any civil penalties involved for the violation of any of the canons of the Code of Ethics. Jeff Crook, Staff Attorney, responded that there were no civil penalties involved with the violation of the Code of Ethics.

Commissioner Sexton shared with the Board and the members of the audience certain excerpts from the Code of Ethics. He stated that these various excerpts dealt with impropriety, conflicts of interests, personal interests as well as financial interests of the Board members. He said that he hoped that the Board would take these canons from the Code of Ethics more seriously in the future.

Following the discussion, the motion was passed unanimously.

**NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS'  
CODE OF ETHICS**

**PREAMBLE**

The stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people. Government decisions and policy must be made and implemented through proper channels and processes of the governmental structure. The purpose of this code is to establish guidelines for ethical standards of conduct for county commissioners. It should not be considered a substitute for the law or a county commissioner's best judgment.

County commissioners must be able to act in a manner to maintain their integrity and independence, yet must be responsive to the interests and needs of those they represent. County commissioners serve in an important advocacy capacity in meeting the needs of their citizens and should recognize the legitimacy of this role as well as the intrinsic importance of this function to the proper functioning of representative government. At the same time, county commissioners must, at times, act in an adjudicatory or administrative capacity and must, when doing so, act in a fair and impartial manner. County commissioners must know how to distinguish these roles and when each role is appropriate and they must act accordingly. County commissioners must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each county commissioner must find within his or her own conscience the touchstone on which to determine appropriate conduct.

**CANON ONE**

**A County Commissioner Shall Obey the Law**

County commissioners shall support the Constitution of the United States, the Constitution of North Carolina and the laws enacted by the Congress of the United States and the General Assembly pursuant thereto.

**RESOLUTION APPROVING BB&T AS THE OFFICIAL DEPOSITORY AND DESIGNATING THE CHAIR AND VICE CHAIR OF THE UNION COUNTY BOARD OF COMMISSIONERS AS DESIGNATED INDIVIDUALS AUTHORIZED TO COUNTERSIGN FINANCIAL INSTRUMENTS AND WAIVE THE REQUIREMENT FOR COUNTERSIGNATURES FOR ELECTRONIC PAYMENTS WITH PROPER INTERNAL CONTROLS PURSUANT TO NORTH CAROLINA GENERAL STATUTES**

Whereas NCGS 159-25 specify the duties of the finance officer; dual signatures on checks; internal control procedures subject to Commission regulations, and

Whereas, Union County has utilized BB&T as the official depository for banking transactions, and

Whereas NCGS 159-25(b) provide statutory guidance on signature and countersignatures of checks and drafts on an official depository of Union County, and

Whereas NCGS 159-25(b) allow a governing board to waive the requirements of the subsection if the board determines that the internal control procedures of the unit will be satisfactory in the absence of dual signatures, and

Whereas, through the development of technology, the County issues electronic payments and wire transfers to conduct county business, and

Whereas the internal control on electronic payments require an initiator, a reviewer, and approver, and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Union, North Carolina that the Board approve the Resolution and Agreement for Deposit Account Agreement with BB&T and designate the Chair and Vice Chair as the designated individuals authorized to countersign for checks and withdrawals on any official depository and shall waive the countersignature on electronic payments when there are three separate individuals responsible for processing an electronic payment.

# BB&T

## RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

Union County, NC

56-6000345

Name of Entity \_\_\_\_\_


EIN \_\_\_\_\_

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Corporation                | <input checked="" type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship    |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company  | <input type="checkbox"/> Limited Partnership          | <input type="checkbox"/> Other                  |

I, the undersigned, hereby certify to BB&T that I am the Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Employee) of the above named Entity duly organized and existing under the laws of the State of North Carolina; and that the following are resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
	David Cannon	Finance Director
	Jerry B. Simpson	Chairman, Board of Commissioners
	Matthew Todd Johnson	Vice-Chairman, Board of Commissioners

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

**FOR BANK USE ONLY**

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

Center \_\_\_\_\_ Bank No. \_\_\_\_\_ State \_\_\_\_\_

Forward to:  
Centralized Document Scanning Operations  
M/C 100-99-15-11



FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative or person authorized in writing by a Designated Representative, or person Authorized in writing by a Designated Representative, is Authorized to obtain information on the accounts of the Entity, appoint, remove or change Authorized Signers to any accounts, deliver any night depository agreement; enter into any agreement for cash management services; to lease a safe deposit box, enter into an agreement for a deposit access device, to enter into an agreement for credit cards, or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on or behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives are made, will immediately report and certify such changes to BB&T through submission of a new Resolution And Agreement For Deposit Account and a signature card. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee, or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution And Agreement For Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,  
this 7th day of March, Year 2011.

For Corporations including Non-Profit:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

(Corporate Seal)

For All Other Entities:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

Clerk to the Board of Commissioners

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 7, 2011**

**Action Agenda Item No. 4d**

(Central Admin. use only)

**SUBJECT:** School Bond Savings Appropriation

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**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**ATTACHMENT(S):**

CPO #144

**INFORMATION CONTACT:**

David Cannon

**TELEPHONE NUMBERS:**

704-283-3631

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve CPO #144 to appropriate funding for school capital projects from bond project savings (School Bond Fund-55) and regular capital outlay (General Capital Project Ordinance Fund - 41 for schools).

**BACKGROUND:** UCPS has constructed several projects funded with bond proceeds and funds provided by the County. For many projects the final costs came in under anticipated costs and as a result UCPS has been able to accumulate savings.

The FY 2011 budget appropriated \$4.7 million in savings to assist the schools with CIP projects. To allocate these appropriations to the projects per the school's request, the Board will need to approve CPO #144.

As the savings have been drawn down, we have reconciled the project costs with the UCPS to verify the amount of available funds. The UCPS has requested allocating the savings to the projects as listed in CPO #144. In addition, CPO #144 allocates \$181,092 from a previous interfund transfer from the Debt Service Fund that had not been previously appropriated in the General Capital Project Ordinance Fund for regular school capital outlay projects.

**FINANCIAL IMPACT:** This will draw down the available savings within the School Bond Fund-55. Based on current appropriations for school projects, the projected balance of savings is approximately \$400,000 from the sales tax refund. This practically eliminates our ability to assist the UCPS with capital projects from accumulated bond project savings.

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

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

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**Manager Recommendation:**

**CAPITAL PROJECT ORDINANCE AMENDMENT**

BUDGET	<b>General CPO Fund and School Bond Fund - 55</b>	REQUESTED BY	David Cannon
FISCAL YEAR	FY 2010-2011	DATE	March 7, 2011

**PROJECT SOURCES**

Source Description and Code	Project To Date	Requested Amendment	Revised Project
<b>General CPO Fund (for School projects)</b>			
Installment Financing Proceeds	202,396	-	202,396
Interfund Transfers from General Fund	19,273,279	-	19,273,279
<b>Total General CPO Fund</b>	<b>19,475,675</b>	<b>-</b>	<b>19,475,675</b>

**School Bond Fund - 55**

G.O. Bond Proceeds	411,850,540		411,850,540
Installment Financing Proceeds	60,922,511	-	60,922,511
All Other Revenue (Investment Earnings)	2,718,406	-	2,718,406
Interfund Transfers from Debt Service Reserve Fund	11,666,040	181,092	11,847,132
<b>Total School Bond Fund - 55</b>	<b>507,157,497</b>	<b>181,092</b>	<b>507,338,589</b>
<b>Total CPO Amendment</b>	<b>526,633,172</b>	<b>181,092</b>	<b>526,814,264</b>

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Capital Outlay FY2008 (115C-429b project allocation)	202,396	(202,396)	-
FY2011 Capital Expenditures (115C-429b project allocation)	-	202,396	202,396
All Other School Projects	19,273,279	-	19,273,279
<b>Total General CPO Fund</b>	<b>19,475,675</b>	<b>-</b>	<b>19,475,675</b>
FY2011 Capital Expenditures (115C-429b project allocation)	1,275,000	3,011,765	4,286,765
School Administrative Costs (115C-429b project allocation)	3,683,011	180,000	3,863,011
Sun Valley Elem Sch "K" (115C-429b project allocation)	15,594,637	(7,121)	15,587,516
Poplin Elem Sch "L" (115C-429b project allocation)	16,996,476	(297,886)	16,698,590
Marvin Ridge HS "B" (115C-429b project allocation)	41,444,044	(32)	41,444,012
New Middle School "C" (115C-429b project allocation)	37,997,516	(248,235)	37,749,281
Hwy 200 Road Widening Project (115C-429b project allocation)	899,768	(6,200)	893,568
Porter Ridge MS (115C-429b project allocation)	17,161,131	(469)	17,180,662
Porter Ridge HS (115C-429b project allocation)	33,251,908	(702)	33,251,206
CATA (115C-429b project allocation)	21,742,120	(2,013)	21,740,107
Comprehensive Fac Study (115C-429b project allocation)	400,001	(16,903)	383,098
New Middle Sch "D" (115C-429b project allocation)	4,384,948	(346,262)	4,038,686
New High Sch Sch "D" (115C-429b project allocation)	6,645,287	(519,400)	6,125,887
Sun Valley MS A&R (115C-429b project allocation)	2,547,605	(145,645)	2,401,960
New Salem Elem A & R (115C-429b project allocation)	3,154,376	(55,241)	3,099,135
Western Union Elem A&R (115C-429b project allocation)	1,451,716	(60,380)	1,391,336
Contingency (115C-429b project allocation)	4,012,312	(1,304,184)	2,708,128
All Other School Projects	294,515,661	-	294,515,661
<b>Total School Bond Fund - 55</b>	<b>507,157,497</b>	<b>181,092</b>	<b>507,338,589</b>
<b>Total CPO Amendment</b>	<b>526,633,172</b>	<b>181,092</b>	<b>526,814,264</b>

EXPLANATION: Appropriation of funds previously transferred from the Debt Service Reserve Fund and allocation of Bond Project Savings as identified by UCPS.

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Bd of Comm/County Manager  
Lynn West/Clerk to the Board

**FOR FINANCE POSTING PURPOSES ONLY**

**PROJECT SOURCES**

Source Description and Code	Project To Date	Requested Amendment	Revised Project
<b>School Bond Fund - 55</b>			
Interfund Transfers from Debt Service Reserve Fund	11,666,040	181,092	11,847,132
<b>TOTAL</b>	<b>11,666,040</b>	<b>181,092</b>	<b>11,847,132</b>

**PROJECT USES**

Project Description and Code	Project To Date	Requested Amendment	Revised Project
<b>General CPO Fund (for School projects)</b>			
Capital Outlay FY2008 (115C-429b project allocation)	202,396	(202,396)	-
FY2011 Capital Expenditures (115C-429b project allocation)	-	202,396	202,396
<b>School Bond Fund - 55</b>			
FY2011 Capital Expenditures (115C-429b project allocation)	1,275,000	3,011,765	4,286,765
School Administrative Costs (115C-429b project allocation)	3,683,011	180,000	3,863,011
Sun Valley Elem Sch "K" (115C-429b project allocation)	15,594,637	(7,121)	15,587,516
Poplin Elem Sch "L" (115C-429b project allocation)	16,996,476	(297,886)	16,698,590
Marvin Ridge HS "B" (115C-429b project allocation)	41,444,044	(32)	41,444,012
New Middle School "C" (115C-429b project allocation)	37,997,516	(246,235)	37,749,281
Hwy 200 Road Widening Project (115C-429b project allocation)	899,788	(6,200)	893,588
Porter Ridge MS (115C-429b project allocation)	17,161,131	(469)	17,160,662
Porter Ridge HS (115C-429b project allocation)	33,251,908	(702)	33,251,206
CATA (115C-429b project allocation)	21,742,120	(2,013)	21,740,107
Comprehensive Fac Study (115C-429b project allocation)	400,001	(16,903)	383,098
New Middle Sch "D" (115C-429b project allocation)	4,384,948	(346,262)	4,038,686
New High Sch Sch "D" (115C-429b project allocation)	8,645,267	(519,400)	6,125,867
Sun Valley MS A&R (115C-429b project allocation)	2,547,605	(145,645)	2,401,960
New Salem Elem A & R (115C-429b project allocation)	3,154,376	(55,241)	3,099,135
Western Union Elem A&R (115C-429b project allocation)	1,451,716	(60,380)	1,391,336
Contingency (115C-429b project allocation)	4,012,312	(1,304,164)	2,708,128
<b>TOTAL</b>	<b>212,641,836</b>	<b>181,092</b>	<b>212,822,928</b>

Prepared By dhc  
 Posted By \_\_\_\_\_  
 Date \_\_\_\_\_

Number CPO - 144

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 7, 2011**

**Action Agenda Item No.** 4e  
(Central Admin. use only)

**SUBJECT:** Financial Advisor/Swap Advisor

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**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Proposed Contract

**INFORMATION CONTACT:**  
David Cannon

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**TELEPHONE NUMBERS:**  
704-283-3631

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize County Manager to approve contract with First Tryon for Financial Advisor/Swap Advisor Services.

**BACKGROUND:** The County has a liquidity agreement expiring June 12, 2011 for the 2003B Revenue Bonds. The liquidity agreement provides assurance to the variable rate bond holders that the liquidity facility would purchase all 2003B revenue bonds that are subject to optional or mandatory tender for purchase under the Second Series Indenture and for which remarketing proceeds are not available under the Second Series Indenture. Simply, the liquidity provider is a bank that can cover the outstanding obligations if bondholders want to redeem their bond and the bonds are not remarketed to another bond purchaser.

The County wants to look at all options available to determine the best course of action as the liquidity agreement expires. Some of the options include renewing the liquidity provider, choosing an alternative liquidity provider, refunding bonds through a bank loan or refunding bonds as fixed rate bonds. All of options have potential costs or savings depending on rates and issuance costs.

The County issued a Request for Proposals for Financial Advisors and Swap Advisors in anticipation of the liquidity expiration on the 2003B revenue bonds. We formed a committee to evaluate the firms and review the proposals. The Committee was comprised of the Finance Director, Asst. Finance Director, Interim Asst. County Manager/Internal Auditor, Director of Public Works, and the Director of General Services. We received six proposals. The Committee short-listed the firms based on the proposals and invited three firms to make presentations to the group. Following the presentations, we gathered additional information and reconvened to

determine a recommendation to the County Manager and the Board. The Committee recommends First Tryon as the Financial Advisor/Swap Advisor for the 2003B revenue bond transaction at a cost not to exceed \$30,400.

**FINANCIAL IMPACT:** The financial impact of this transaction will be determined by interest rates at the time of decision and course of action.

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

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

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**Manager Recommendation:**



## **FINANCIAL ADVISOR AGREEMENT**

This Financial Advisor Agreement (**Agreement**) is made, entered into and effective this 7<sup>th</sup> day of March, 2011 between First Tryon Securities, LLC, (dba **First Tryon Advisors, FTA**), a North Carolina Limited Liability Company and the County of Union, North Carolina (the **Client**). First Tryon Advisors and Client sometimes are referred to herein individually as a **Party** and collectively as the **Parties**.

This Agreement is intended to be, and shall be, in accordance with Municipal Securities Rulemaking Board (**MSRB**) Rule G-23 to the extent said rule is applicable to the matters set forth herein, including any future amendment(s) to MSRB Rule G-23 as may adopted and implemented during the term of this Agreement.

1. Scope of Services. Subject to the Parties mutual agreement based on the particular circumstances, First Tryon Advisors will provide to Client some or all of the financial advisory and/or consultant services as described in **Schedule A** attached hereto. By this reference, Schedule A is incorporated into and made an integral part of this Agreement.
2. Fees for Services; Expenses. As consideration for the services to be rendered by First Tryon Advisors, Client shall pay the fee set forth on **Schedule B**. It is specifically understood and agreed that the Client also shall be responsible for and shall pay to First Tryon Advisors the costs of certain professional services and other expenses, as indicated on the attached **Schedule C**. By this reference, Schedule B and Schedule C each is incorporated into and made an integral part of this Agreement.
3. Term. The term of this Agreement shall commence on the execution date of this Agreement and shall expire thirty (30) days after the refunding or restructuring of the Series 2003B is completed.
4. Client's Decision. With respect to any matter described in this Agreement, nothing herein shall limit the Client's unqualified right in Client's discretion: (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by First Tryon Advisors; or (b) to make any decision the Client deems to be in the best interests of the Client, including but not limited to any decision with respect to any issue or sale of notes, bonds or other obligations.





5. Commercially Reasonable Judgment. First Tryon Advisors shall exercise commercially reasonable judgment in all matters covered by this Agreement.
6. Not an Underwriter or Remarketing Agent. Except as may occur and be permitted in accordance with MSRB Rule G-23 (d) or MSRB Rule G-23 (e), respectively, First Tryon Advisors will not act as a member of any underwriting group buying bonds or notes from the Client in the current primary market offering (new issue of municipal securities) or act as the remarketing agent in remarketing the current issue.
7. Ordinary Course Purchase. This Agreement shall not be construed in any way to prevent First Tryon Advisors from purchasing or selling obligations of the Client in the secondary market as permitted by MSRB Rule G-23(d). First Tryon Advisors shall not purchase or sell obligations of the Client on the basis of or utilizing any information other than information which is of public record or which has been publicly disseminated or made available to the public.
8. Scope of Agreement; Financial Advisors Right. The duties, obligations, and responsibilities of the Parties hereto only shall be those specified in this Agreement, and this Agreement shall in no way impair the right of First Tryon Advisors to act on behalf of any other party or parties unless doing so would create an impermissible and unavoidable conflict of interest.
9. Reliance. In performing this Agreement, First Tryon Advisors will rely upon the Client to provide requested or relevant financial, disclosure and other information pertaining to the Client or the potential issue(s) and, among other things, to comply with then-existing disclosure standards or requirements. First Tryon Advisors will not independently verify the accuracy or sufficiency thereof but in all such regards instead shall be entitled to, and will, rely upon the Client and other agents of the Client without further investigation by First Tryon Advisors.
10. Law Controlling; Final Agreement. This Agreement shall be construed; enforced and interpreted in accordance with the laws of the State of North Carolina and with respect to the matters described herein this Agreement supersedes and replaces any previous oral or written agreements of the Parties.



- 11. Assignment or Transfer; Successors. First Tryon Advisors may not assign or transfer its services to be performed hereunder without the written consent of the Client. This Agreement shall inure to and be legally binding on the Parties respective legal successors in interest.
  
- 12. Acceptance and Execution. Each Party represents and warrants that its respective officer or other representative, specified below, who signs this Agreement duly is authorized and empowered to do so, and that when so signed this Agreement constitutes a legally binding agreement in accordance with its terms and conditions.

**Agreed to and Accepted** by First Tryon Advisors, LLC on \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Christopher J. Alexander

Title Senior Vice President

**Agreed to Accepted** by County of Union, NC on \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name

Title \_\_\_\_\_



**Schedule A: Services**

- a) Based on the foregoing review, develop for consideration and acceptance one or more financing plans to refund the Series 2003B Variable Rate Demand Bonds hereinafter the project contemplated by Client, including the development, as applicable, of the proposed amount of principal, maturity schedules, special conditions or covenants, method of sale, related cost of funds, credit support, and impact on the Client's financial position.
- b) Assist the Client in the development of its plan of finance and further the understanding of the County Administration, Finance Director, County Counsel and other staff with respect to the municipal market and the relative risks and costs for the financing plan.
- c) Provide advice and assistance in determining the maturity, principal repayment schedule, call provisions, and other factors that are relevant to the structuring and marketing of the bonds, and/or obligations of other debt instruments. Develop projections of interest rates and develop maturity schedules as appropriate.
- d) Provide a Certificate of Financial Advisor as required for closing documentation.
- e) If appropriate, assemble the necessary and pertinent data for presentation to the securities rating agencies, and coordinate and assist in presentation(s) to the rating agencies to endeavor to obtain the best possible credit rating for the proposed issue.
- f) Assist in the determination of the most cost effective credit support (and/or liquidity facility) and determine the most cost effective credit support mechanism and provider. Assemble the necessary and pertinent data for presentation to any municipal bond insurance company or credit enhancement provider, as may be appropriate in respect of any proposed transaction.
- g) Attend, as appropriate, meetings with the Client, staff members or financing team members concerning the proposed financing plan and related financing concepts, risks and opportunities.



- h) Present and evaluate the cost effectiveness and risk of alternate and/or innovative financing mechanisms as appropriate.
- i) Advise and make recommendations and/or propose for the Client's review and approval the method of sale (private placement, or public sale) and sale dates for any bonds based on market conditions, other existing or proposed bond issues, general economic information or other relevant considerations which might influence interest rates or bidding conditions. Advise and make recommendations respecting the merits of an electronic/ internet sale.
- j) Serve as the Client's principal and/or exclusive liaison to the underwriting/ banking community.
- k) Assist in the selection of the underwriters/ bankers, and other financing professionals and make recommendations to the Client with regards to the selection and cost of the participants
- l) Prepare and provide a calendar of activity outlining the steps and timing necessary to be taken in the issuance and delivery of debt instruments or obligations and prepare and maintain participants list of the financing team.
- m) Coordinate with the Client, LGC, Bond Counsel, underwriters, and others the assembly of data required in the preparation of the bond resolutions, notices of sale, official statement (preliminary and final form, if applicable) and other documents in respect of the debt issuance.
- n) Assist the client in the preparation of official statements (preliminary and final form) describing any proposed issues and, according to then-existing disclosure standards, requirements and laws, disclosing relevant facts and risks associated with the disclosure information.
- o) Prepare a schedule of recent and similar bonds sales with a spread to the MMD to assist in the determination of the most appropriate pricing in a competitive or negotiated sale and work with the underwriters to develop the most cost effective pricing. Advise the Client on the results of any recent bond sales with comparable bonds offerings with recommendations from First Tryon Advisors prior to official acceptance by the Client.



- p) Attend to any mutually agreed post-closing activities and inquiries regarding matters of concern in respect of the Client's issue(s).
- q) Provide additional financial advisory services as requested by the Client.
- r) Assist in the development of an interest rate derivatives policy prescribing guidelines for the implementation, use, management, and monitoring of interest rate derivatives.
- s) Provide tailored analysis – incorporating the current plan of finance, overall debt strategy, and risk tolerance – in structuring interest rate derivatives solutions.
- t) Present financing solutions – including evidence of appropriate risk and document disclosures – to the County's staff, Commissioners, and LGC.
- u) Negotiate the appropriate documentation including, but not limited to, authorizing resolution, hedge identification/qualification letter, ISDA Master Agreement, Schedule to the Master Agreement, Credit Support Annex, and confirmation(s).
- v) Execute any interest rate derivative either through a competitive bid or through a direct negotiation with one or more counterparties.
- w) Facilitate the investment of bond proceeds – refunding escrow, construction fund, capitalized interest fund, debt service reserve fund, and debt service deposit agreements – through a competitive bid in compliance with Treasury Regulations outlined in Section 1.148-5.
- x) Provide a Certificate of Hedge Advisor (fairness opinion) in conjunction with the pricing of any interest rate derivatives.
- y) Provide ongoing, independent interest rate derivatives valuations as needed for reporting purposes on (at least) a yearly basis.
- z) Provide ongoing guidance with regard to GASB 53: Accounting and Financial Reporting for Derivative Instruments.

1355 Greenwood Cliff, Suite 301 Charlotte, NC 28204  
First Tryon Advisors, a business of First Tryon Securities, LLC



**Schedule B: Financial & Swap Advisory Fees**

For the **activity requested by Client and provided by First Tryon Advisors**, the following transactional costs will be applied:

Refunding (and Swap Termination) of Series 2003B Revenue Bonds:

- a. Financial Advisory fees: Capped at \$23,000
  - i. Extension of Stand By Bond Purchase Agreement with existing provider - \$9,000
- b. Swap Advisory fees: Capped at \$15,000
- c. Combination of Financial Advisory and Swap Advisory fees: Capped at \$30,400

**Agreed to and Accepted** by First Tryon Advisors, LLC on \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Christopher J. Alexander

Title Senior Vice President

**Agreed to Accepted** by County of Union, NC on \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_



## **Schedule C Schedule of Expenses**

### **I. Financial Advisor's Responsibility**

As Financial Advisor to the Client, First Tryon Advisors will be responsible for and will pay the following fees and expenses in connection with performing the Agreement:

1. Local transportation and communications and any other regular and ordinary out-of-pocket expenses.
2. Printing or reproduction costs of all financial analyses and reports or other documentation prepared by First Tryon Advisors for the Client.
3. Any and all other regular and ordinary expenses (excluding travel) directly or indirectly incurred by First Tryon Advisors.

### **II. Client's Responsibility**

The Client will be responsible for and will pay for following fees and expenses, if applicable, in connection with this Agreement or any issue (all of which may, depending on the particular circumstances, properly be included as a part of an issue):

1. All of its regular and ordinary local expenses.
2. Client's attorneys' fees and other attorneys' fees that Client agrees to pay.
3. Newspaper, electronic/internet and other publication costs.
4. Fees and expenses of Bond Counsel.
5. Fees and expenses of the Registrar/Paying Agent, Trustee and Verification Agent.
6. Expenses of any claims, demands, litigations against the Client or Financial Advisor in respect of the issue(s).



7. Printing and Distribution of the any disclosure documents (preliminary and final and other documents, if applicable).
8. Printing and distribution of informational brochure or other materials.
9. All Financial Advisor's third-party costs and expenses not otherwise the responsibility of Financial Advisor per Item I above.
10. Any and all other regular and ordinary expense(s) directly or indirectly incurred by the Client.
11. Any required airfare, travel, or accommodations by First Tryon Advisors.



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 4f**  
(Central Admin. use only)

**SUBJECT:** Budget Amendment to allow two (2) Condemned structures to be demolished in The Village at Lake Park

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**DEPARTMENT:** Union County                      **PUBLIC HEARING:** No  
Inspection Department

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**ATTACHMENT(S):**  
Document titled Village of Lake Park brief, Letter dated July 21, 2009, Letter dated January 6, 2010, Letter dated August 10, 2010, Letter dated August 23, 2010 and letter titled Consent to Condemn Property, Letter dated August 23, 2010, Bid Tab, 2011-020 Demolition & Removal of Two Condemned Structures, Image\_013, Image\_018, Image\_032, Image\_035, Image\_021, Image\_027, Image\_046

**INFORMATION CONTACT:**  
John David Reavis, Director of Inspections

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**TELEPHONE NUMBERS:**  
(704) 283-3503 (work)  
(704) 634-9227 (cell)

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve Budget Amendment

**BACKGROUND:** See attachment titled Village of Lake Park Brief, Image\_013, Image\_018, Image\_032 and Image\_035 are example pictures of 3904 Lake Park Drive. Image\_021, Image\_027 and Image\_046 are example pictures of 6711 Creft Circle.

**FINANCIAL IMPACT:** \$12,390.00

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

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

**Manager Recommendation:**





## UNION COUNTY DEPARTMENT OF INSPECTION

500 N. Main St., Room 28  
Monroe, NC 28112

John Reavis  
Director

(704) 283-3816  
FAX (704) 292-2513

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### Village of Lake Park Brief February 25, 2011

In October of 2007, permits were obtained for two (2) houses in the Village of Lake Park. One (1) of these houses was to be located at 3904 Lake Park Drive, and the other was to be located at 6711 Creft Circle. The last approved inspection was for the concrete slab for both structures. Although framing, mechanical rough, and insulation inspections had been called in for 6711 Creft Circle, these inspections were canceled. The Framing, floor sheathing and roof sheathing were erected at both properties, but no inspections were ever performed. These structures were abandoned at this stage, and the permits became void one (1) year after the slab inspection.

In July of 2009, the Union County Inspection Department received a complaint from a resident of the Village of Lake Park. This complaint stated that two structures were in a state of disrepair and that the caller believed that the structures were dangerous. I asked Mr. Tom Helms (Union County building inspector) to drive by the structures to determine if he thought that the structures were dangerous. Mr. Helms reported that the structures were open to the weather, but that at that time he did not feel that the structures represented an imminent life safety concern. I also drove by the structures and found I concurred with Mr. Helms' assessment of the structures. However, I did note that as the structures were open that anyone inside the structures was susceptible to falling. At this time I sent a letter to Cypress Homes (letter attached dated July 21, 2009). This letter addressed the potential falling hazard and asked that Cypress Homes contact me regarding any plans for the structures. I never heard back from Cypress Homes. I did not feel that I could pursue the matter further as the structures did not then present an imminent life safety hazard.

In January of 2010, the department received another complaint regarding these same structures. Upon Driving by the structures we determined that the same conditions were still in existence. I sent another letter (attachment dated January 6, 2010) with the no results. It was determined at this time that Cypress Homes had lost the LLC status and effectively no longer existed. At this time, I asked Mr. Helms to periodically check on the condition of the structures as it was obvious the structures were deteriorating and would soon become a life safety hazard.

In August of 2010, Mr. Helms informed me that one of the structures had deteriorated to the extent that he thought it may constitute a life safety hazard. I drove by the structures that afternoon and found that I agreed with Mr. Helms' assessment. I obtained a warrant for both structures and did a more in-depth investigation, and determined that I felt that both structures had become life safety hazards. I sent the last letter (attachment dated August 10, 2010) to all addresses available, per N. C. General Statute 153A-365, with the intent to condemn the structures. In this letter I included all pertinent N. C. General Statutes. Then, having waited at least a week for the delivery of the letters and any possible response, I posted the structures as condemned. Having done this, per N. C. General Statute 153A-366, I informed the Union County Legal Department of the situation. The legal department was able to obtain documentation allowing Union County to demolish the structures without proceeding through the requirements of N. C. General Statutes 153A-368 thru N. C. General Statute 153A-371. These documents (attachment titled Consent to Condemn Property and the Letter dated August 23, 2010), will allow the county to demolish these structures and place a lien against those properties in order to recoup the cost of demolition.

Once the Union County Legal depart had obtained these documents, Union County General Services Department was asked to procure bids for the project. These bid documents can be found in the attachments titled Bid Tab and 2011-020 Demolition & Removal of Two Condemned Structures.

In Conclusion, these two structures represent a hazard to the citizens of Union County and to the property of the citizens of the Village of Lake Park that are neighbors of these Structures. Therefore, these structures must be safely demolished and I ask that the Union County Board of County Commissioners appropriate sufficient funds to demolish these structures and cause a lien to be placed upon these properties to recoup the cost of demolition. I would also like to take this opportunity to thank both the Union County Legal Department and the Union County General Services Department for their help in this matter.

Thank you for your time and consideration;

John David Reavis  
Director, Union County Inspection Department

Attachment: letter dated July 21, 2009, attachment dated January 6, 2010, Letter dated August 10, 2010, document titled Consent to Condemn Property, Letter dated August 23, 2010, Bid Tab and 2011-020 Demolition & Removal of Two Condemned Structures



## UNION COUNTY DEPARTMENT OF INSPECTION

500 N. Main St., Room 28  
Monroe, NC 28112

John Reavis  
Director

(704) 283-3816  
FAX (704) 292-2513

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John D. Reavis  
500 N. Main St., Rm. 28  
Monroe, N.C. 28112  
July 21, 2009

Cypress Homes  
P. O. Box 2901  
Huntersville, NC 28070

To Whom It May Concern::

Per North Carolina General Statute 153A-365 Defects in buildings to be corrected, I must inform you that the Structures located on Parcel numbers 0706290 & 07064284 located at 3904 Lake Park Rd. and 6711 Creft Circle may be in violation of the General Statute as currently there are no windows installed and work seems to have stopped. This could constitute a falling hazard.

Please contact me at this office and we can discuss any plans you may have already made to be sure that they conform to requirements of the General Statute.

We at the Union County Inspection Department hope that this matter will be settled quickly and without excessive inconvenience to you.

Sincerely,

John D. Reavis  
Union County Inspections Director  
Telephone: (704) 285-3503  
Email address: [John.Reavis@co.union.nc.us](mailto:John.Reavis@co.union.nc.us)

cc: Al Greene, Jeff Crook



## UNION COUNTY DEPARTMENT OF INSPECTION

500 N. Main St., Room 28  
Monroe, NC 28112

John Reavis  
Director

(704) 283-3816  
FAX (704) 292-2513

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John D. Reavis  
500 N. Main St., Rm. 28  
Monroe, N.C. 28112  
January 6, 2010

Cypress Homes  
P. O. Box 2901  
Huntersville, NC 28070

To Whom It May Concern::

Per North Carolina General Statute 153A-365 Defects in buildings to be corrected, I must inform you that the Structures located on Parcel numbers 0706290 & 07064284 located at 3904 Lake Park Rd. and 6711 Creft Circle may be in violation of the General Statute as currently there are no windows installed and work seems to have stopped. This could constitute a falling hazard.

Please contact me at this office and we can discuss any plans you may have already made to be sure that they conform to requirements of the General Statute.

We at the Union County Inspection Department hope that this matter will be settled quickly and without excessive inconvenience to you.

Sincerely,

John D. Reavis  
Union County Inspections Director  
Telephone: (704) 285-3503  
Email address: John.Reavis@co.union.nc.us



## UNION COUNTY DEPARTMENT OF INSPECTION

500 N. Main St., Room 28  
Monroe, NC 28112

John Reavis  
Director

(704) 283-3816  
FAX (704) 292-2513

August 10, 2010

Cypress Homes, LLC  
5310 Statesville Ave.  
Charlotte, NC 28269

Cypress Homes, LLC  
P. O. Box 2901  
Huntersville, NC 28070

Re: **3904 Lake Park Rd., Indian Trail, NC 28079 and 6711 Creft Circle, Indian Trail, NC 28079**

According to our records, you are the owner of the property located at **3904 Lake Park Rd., NC**, Union County, **Parcel id 07064290 and 6711 Creft Circle, NC, Union County Parcel id 07064284**. The structures located at these addresses are in violation of **NCG/S 153A 365; 366 and 369** due to their **dilapidated condition**, these structures are in a condition that appears to constitute a fire or safety hazard or to be dangerous to life, health, or other property. I am sending this letter, per **NCG/S153A-365**, so that you are aware these structures have been posted **condemned** as required by **NCG/S153A-366**, and may take prompt corrective action. The corrective action (accompanied by the appropriate permits) must begin within a period of **two (2) weeks** of the date of this letter, or I will begin actions as required by **NC GS 153A-368 and 369**.

I am attaching a copy of the relevant NC General Statutes for your use. Please feel free to contact me at the telephone number, or address, noted above, or if you prefer my email address is [John.Reavis@co.union.nc.us](mailto:John.Reavis@co.union.nc.us)

Sincerely,

John D. Reavis, Director Union County Inspections Department

Cc: Jeff Crook (Union County), Al Greene (Union County), Cheri Clark (Lake Park) and posted on structures in question

**§ 153A-364. Periodic inspections for hazardous or unlawful conditions.**

The inspection department shall make periodic inspections, subject to the board of commissioners' directions, for unsafe, unsanitary, or otherwise hazardous and unlawful conditions in buildings within its territorial jurisdiction. In addition, it shall make any necessary inspections when it has reason to believe that such conditions may exist in a particular building. In exercising these powers, each member of the inspection department has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

**§ 153A-365. Defects in buildings to be corrected**

If a local inspector finds any defect in a building, or finds that the building has not been constructed in accordance with the applicable State and local laws and local ordinances and regulations, or finds that a building because of its condition is dangerous or contains fire-hazardous conditions, he shall notify the owner or occupant of the building of its defects, hazardous conditions, or failure to comply with law. The owner and the occupant shall each immediately remedy the defects, hazardous conditions, or violations of law in the property each owns. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

**§ 153A-366. Unsafe buildings condemned.**

The inspector shall condemn as unsafe each building that appears to him to be especially dangerous to life because of its liability to fire, bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress, or other causes; and he shall affix a notice of the dangerous character of the building to a conspicuous place on its exterior wall. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

**§ 153A-367. Removing notice from condemned building.**

If a person removes a notice that has been affixed to a building by a local inspector and that states the dangerous character of the building, he is guilty of a Class 1 misdemeanor. (1969, c. 1066, s. 1; 1973, c. 822, s. 1; 1993, c. 539, s. 1068; 1994, Ex. Sess., c. 24, s. 14(c).)

**§ 153A-368. Action in event of failure to take corrective action.**

If the owner of a building that has been condemned as unsafe pursuant to G.S. 153A-366 fails to take prompt corrective action, the local inspector shall by certified or registered mail to his last known address or by personal service give him written notice:

- (1) That the building is in a condition that appears to constitute a fire or safety hazard or to be dangerous to life, health, or other property;
- (2) That a hearing will be held before the inspector at a designated place and time, not later than 10 days after the date of the notice, at which time the owner is entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
- (3) That following the hearing, the inspector may issue any order to repair, close, vacate, or demolish the building that appears appropriate.

If the name or whereabouts of the owner cannot after due diligence be discovered, the notice shall be considered properly and adequately served if a copy thereof is posted on the outside of the building in question at least 10 days before the day of the hearing and a notice of the hearing is published at least once not later than one week before the hearing. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

**§ 153A-369. Order to take corrective action.**

If, upon a hearing held pursuant to G.S. 153A-368, the inspector finds that the building is in a condition that constitutes a fire or safety hazard or renders it dangerous to life, health, or other property, he shall issue a written



order, directed to the owner of the building, requiring the owner to remedy the defective conditions by repairing, closing, vacating, or demolishing the building or taking other necessary steps, within such period, not less than 60 days, as the inspector may prescribe; provided, that where the inspector finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible. (1969, c. 1066, s. 1; 1973, c. 822, s. 1; 1979, c. 611, s. 5.)

**§ 153A-370. Appeal; finality of order not appealed.**

An owner who has received an order under G.S. 153A-369 may appeal from the order to the board of commissioners by giving written notice of appeal to the inspector and to the clerk within 10 days following the day the order is issued. In the absence of an appeal, the order of the inspector is final. The board of commissioners shall hear any appeal within a reasonable time and may affirm, modify and affirm, or revoke the order. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

**§ 153A-371. Failure to comply with order.**

If the owner of a building fails to comply with an order issued pursuant to G.S. 153A-369 from which no appeal has been taken, or fails to comply with an order of the board of commissioners following an appeal, he is guilty of a Class 1 misdemeanor. (1969, c. 1066, s. 1; 1973, c. 822, s. 1; 1993, c. 539, s. 1069; 1994, Ex. Sess., c. 24, s. 14(c).)

**§ 153A-372. Equitable enforcement.**

Whenever a violation is denominated a misdemeanor under the provisions of this Part, the county, either in addition to or in lieu of other remedies, may initiate any appropriate action or proceeding to prevent, restrain, correct, or abate the violation or to prevent the occupancy of the building involved. (1969, c. 1066, s. 1; 1973, c. 822, s. 1.)

## **CONSENT TO CONDEMN PROPERTY**

This **CONSENT TO CONDEMN PROPERTY** (this "Consent") is executed this 19 day of January, 2011, by **CYPRESS HOMES, LLC**, a North Carolina limited liability corporation ("Cypress"), with respect to certain properties located at 3904 Lake Park Road, Indian Trail, North Carolina and 6711 Creft Circle, Indian Trail, North Carolina (the "Properties").

WHEREAS, Cypress is the record owner of the Properties; and

WHEREAS, the Properties contain unfinished residential structures which are in disrepair and which constitute a fire or safety hazard and which are dangerous to life, health or other property; and

WHEREAS, the Union County, North Carolina (the "County") has the right pursuant to N.C. Gen. Stat. § 153A-366 and N.C. Gen. Stat. § 160A-426 to condemn property that it deems unsafe because of its liability to fire, bad conditions of walls, decay or other causes; and

WHEREAS, Cypress acknowledges that the structures on the Properties are unsafe and dangerous; and

WHEREAS, the County has informed Cypress that the County intends to initiate legal action to condemn the Properties to abate the unsafe condition of the structures;

NOW, THEREFORE, Cypress agrees and consents as follows:

1. Cypress consents to the County undertaking whatever action the County deems necessary, including the demolition of the structures on the Properties, to abate the unsafe condition that exists on the Properties.

2. Cypress expressly waives its rights to any further notice from the County of the unsafe condition of the Properties pursuant to N.C. Gen. Stat. § 153A-366 and N.C. Gen. Stat. § 160A-426, waives the right to any notice or hearings, pursuant to N.C. Gen. Stat. § 153A-368 and N.C. Gen. Stat. § 160A-428 to determine that an unsafe condition exists on the Properties, and waives the requirement that the County obtain an order for Cypress to take corrective action on the Properties pursuant to N.C. Gen. Stat. § 153A-369 and N.C. Gen. Stat. § 160A-429. Cypress also expressly waives its rights to any other notice or hearings to which it may otherwise be entitled.

3. Union County shall charge the costs of the demolition of the structures on the Properties to Cypress, and if such charges are not paid by Cypress within thirty (30) days after the date of the invoice from the County, then the County shall be entitled to a lien on the Properties in the amount of the charges, and Cypress consents to the filing of such lien. Such lien shall have the same priority as liens for special assessments provided in Article 10 of Chapter 160A of the North Carolina General Statutes, as authorized by N.C. Gen. Stat. § 160A-432. Cypress further consents and agrees that the County shall have no obligation to sell any usable materials on the Properties and credit any proceeds of a sale of such materials against the cost of demolition.

4. Upon the execution of this Consent Cypress, for its officers, directors, employees, agents, members, attorneys, insurers, predecessors, successors and assigns, and parent, subsidiary and affiliated entities, hereby releases and forever discharges the County, its officials, employees, agents, attorneys, insurers, predecessors, successors and assigns, from any and all actions, causes of action, debts, dues, claims, demands, liabilities and obligations of every kind and nature, both in law and in equity, known or

unknown, which might be asserted against the County in any manner arising out of or related to this Consent or the demolition and removal of the structures on the Properties, or the relationship between the parties, including claims that may arise after the execution of this Consent.

5. This Consent, its execution, interpretation and performance, shall be governed by and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or in any way related to this Consent or the alleged breach thereof, whether at common law, in contract, in tort, or under statute, shall be governed by the laws of the State of North Carolina. Legal proceedings involving any such controversy or claim may be instituted only in the state or federal courts located in North Carolina.

6. If, from any circumstances whatsoever, fulfillment of any provision of this Consent or any transaction related thereto shall be held invalid, then such provision only shall be deemed invalid and the remainder of this Consent shall remain operative and in full force and effect.

Cypress Homes, LLC

By:  \_\_\_\_\_

Its: MANAGING PARTNER

**SWAIN LAW PC**  
110 EAST JEFFERSON STREET  
POST OFFICE BOX 3308  
MONROE, NC 28111

TELEPHONE (704)238-0333  
FACSIMILE (704)283-0655

KENNETH A. SWAIN  
ATTORNEY AT LAW

AUGUST 23, 2010

Mr. Jeff Crook  
Senior Staff Attorney  
Union County Legal Department  
500 North Main Street Suite 826  
Monroe, NC 28112

Re: Lake Park Cypress Homes Properties

Dear Jeff:

Please find enclosed a copy of the Deed of Release executed by Wachovia/Wells Fargo related to the above-referenced properties. As I indicated on an e-mail, the Village sincerely appreciates the assistance of the County with the properties and if I can be of any assistance, please do not hesitate to call.

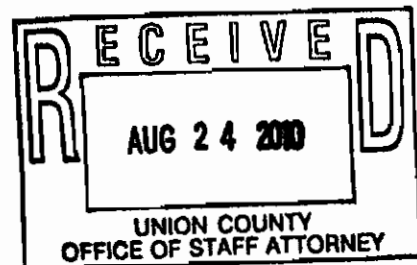
With kindest regards, I remain

Very Truly Yours,

  
Kenneth A. Swain

KAS:str

Enclosure



**COPY**

FILED  
UNION COUNTY, NC  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Jul 28, 2010  
AT 03:56 pm  
BOOK 05368  
START PAGE 0702  
END PAGE 0704  
INSTRUMENT # 18278  
EXCISE TAX (None)  
SB

PREPARED BY: Kelli Craig  
Wells Fargo Bank, N.A.  
816 Greenbrier Circle, VA9505 / R3426-011  
Suite G  
Chesapeake, VA 23320

RETURN TO: *KENNETH SWAIN, ATTORNEY*  
*P.O. BOX 3308*  
*MONROE, NC 28111*

**PARTIAL COLLATERAL RELEASE OF DEED OF TRUST**

STATE OF NORTH CAROLINA  
COUNTY OF UNION

Deed of Trust From: Cypress Homes, LLC  
Deed of Trust to: Wells Fargo Bank, N.A.  
Date of Deed of Trust: February 21, 2006  
Amount of Deed of Trust: \$3,000,000.00  
Recorded In: Book 4074, Page 271  
Property Address: Lots 17 and 23 Lake Park

The DEED OF RELEASE, made July 1, 2010, by TRSTE, Inc. (the "Trustee") and Wells Fargo Bank, N.A. (successor in interest to Wachovia Bank, National Association) (the "Bank");

**WITNESSETH:**

WHEREAS Cypress Homes, LLC (the "Grantor") executed a certain deed of trust dated February 21, 2006, and recorded in Book 4074, Page 271, Union County, North Carolina Records, to the said Trustee, to secure payment of a note or notes (the "Note") to the Bank, and

WHEREAS, the Trustee and the Bank have agreed, at the request of the Grantor in said Deed of Trust, to release from the lien of said Deed of Trust so much of the land therein conveyed as is hereinafter described:

NOW, THEREFORE the Trustee and the Bank, for One Dollar (\$1.00) and other considerations, do hereby remise, release and forever quitclaim unto the Grantors, its successors or assigns, without covenant or warranty, express or implied, to the person or persons legally entitled thereto, all right, title

and interest which they, or either of them, may have in the following described lot or parcel of land lying and being in County of Union, and State of North Carolina, and more particularly described as follows:

Being all of Lots 17 and 23 Lake Park Garden District, Phase 1, Map 4, as same is shown on a map thereof recorded in Plat Cabinet F40 File 644 of the Union County Public Registry.

TO HAVE AND TO HOLD said land and premises to the Grantor, its successors or assigns, free and discharged from the lien of said Deed of Trust. This deed of release shall affect only the title to the land herein described, and as to the remainder of the land described in said Deed of Trust the lien shall remain in full force and effect.

The release of the land herein above described shall not result in the discharge by the Bank of any person or party to the Note secured by the aforementioned Deed of Trust. The Bank does hereby reserve against all parties to the Note all rights of a holder under the Uniform Commercial Code as adopted (and from time to time amended) in North Carolina.

IN WITNESS WHEREOF, the Bank has caused these presents to be executed under seal dated July 13, 2010.

CORPORATE  
SEAL

Trustee  
TRSTE, Inc.

By: Kusty M. Mize

WITNESSES:

Bobbie G. Levin  
(Witness)

Penny Teague  
(Witness)

CORPORATE  
SEAL

Bank  
Wells Fargo Bank, N.A., successor in interest to Wachovia Bank,  
National Association

By: [Signature]  
SVP

State of North Carolina  
County of Forsyth

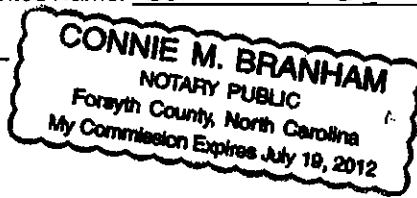
**Trustee Acknowledgment**

I, CONNIE M. BRANHAM Notary Public of the County and State aforesaid, certify that KRISTY M. MIZE personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the VICE PRESIDENT of TRSTE, Inc., personally appeared before me this day and acknowledged that he/she is VICE PRESIDENT of TRSTE, Inc., a corporation, and that he/she, as VICE PRESIDENT being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes therein.

WITNESS my hand and official seal, this 12<sup>th</sup> day of July, 2010.

Connie M. Branham  
Official Signature of Notary Public in and for the State of North Carolina  
Printed Name: CONNIE M. BRANHAM

My commission expires: 07/19/2012

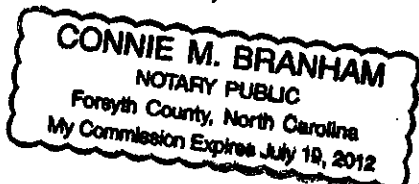


State of North Carolina  
County of Forsyth

**Bank Acknowledgment**

I, CONNIE M. BRANHAM Notary Public of the county and State aforesaid, certify that Nareyth Smith personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the SENIOR VICE PRESIDENT of Wells Fargo Bank, N.A., personally appeared before me this day and acknowledged that he/she is SENIOR VICE PRESIDENT of Wells Fargo Bank, N.A., a corporation, and that he/she, as SENIOR VICE PRESIDENT being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal, this 12<sup>th</sup> day of July, 2010.



By: Connie M. Branham  
Official Signature of CONNIE M. BRANHAM, FOR N/C.  
Notary Public in and for the State of North Carolina  
Printed Name: CONNIE M. BRANHAM

My commission expires: 07/19/2012

Facility #: 55555  
Obligor #: 1958533330



LAKE PARK DEMO PROJECT

2/17/11

Bid Tab

Vendor	Amount
M <sup>W</sup> WINCHESTER GRADING	\$ 36,800
J.B. PRESLAR CO.	\$ 35,000
DARI	\$ 12,390

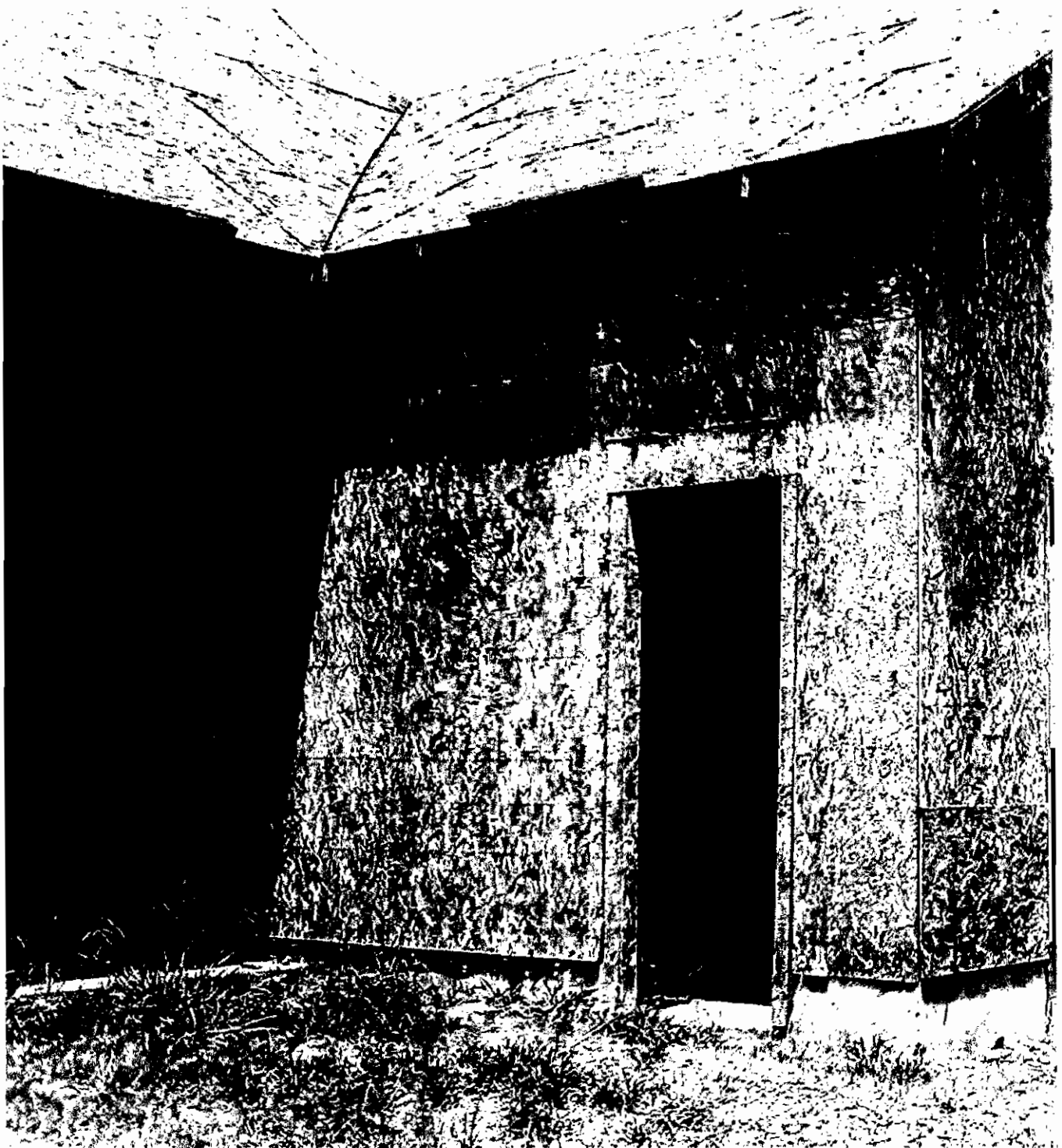
### **III. SCOPE OF WORK**

Demolition and removal of two condemned residential structures in the community of Lake Park, NC. The specific properties are 3904 Lake Park Rd (parcel #07064290) and 6711 Creft Circle (Parcel #07064284). Both structures are seriously deteriorated and pose a hazard to the community.

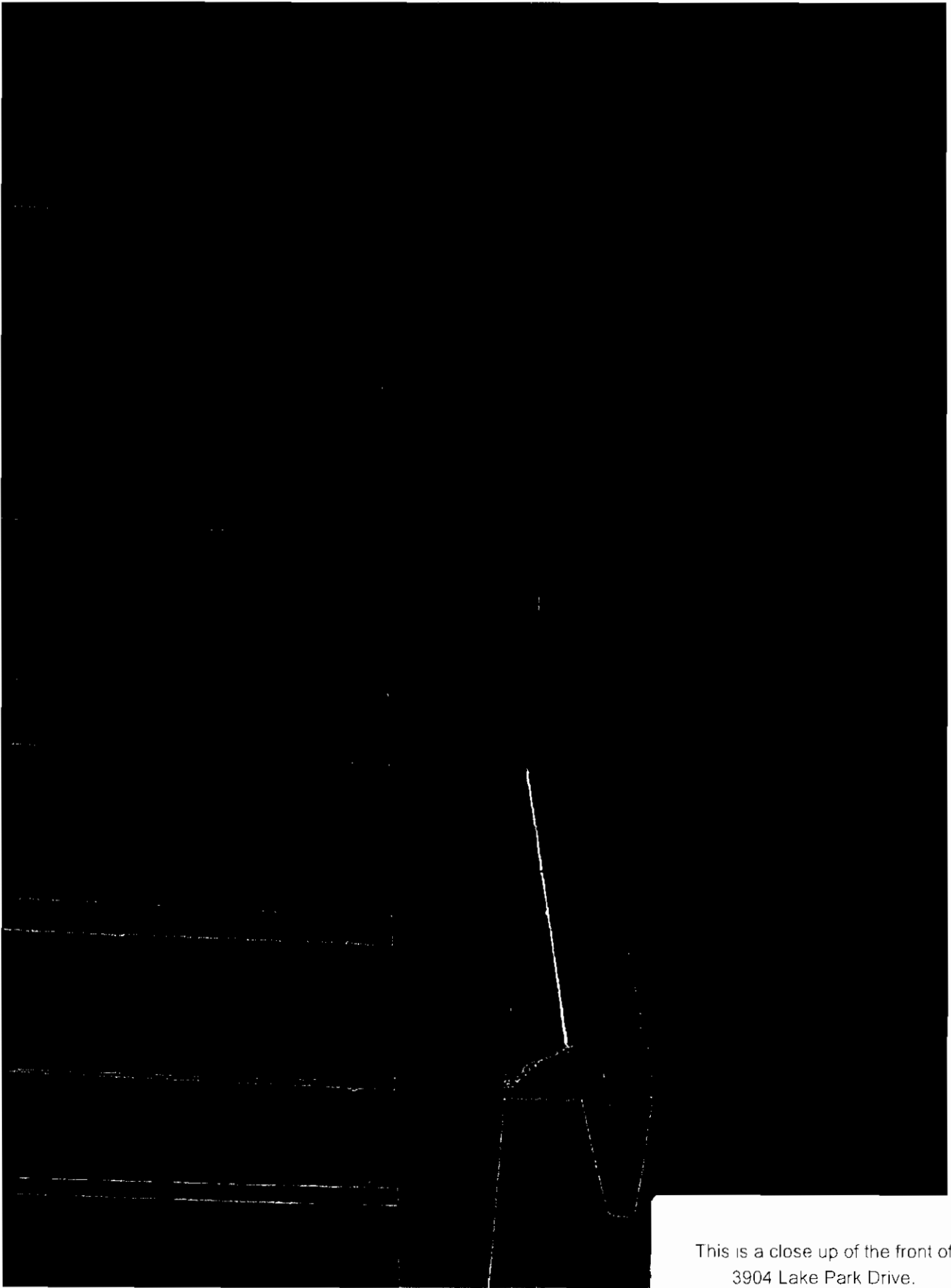
1. Contractor to purchase and comply fully with all required permits. All work to be in accordance with 40 cfr, p 61 sub m, and all other state and local requirements.
2. Contractor to demolish structures in a safe manner, taking care not to damage any adjacent structures.
3. Contractor shall be held liable for any damage done to existing sidewalks, curb, guttering, and asphalt.
4. Work shall not start until 8am, Monday through Saturday. No work shall be done on Sunday.
5. Contractor shall clean all streets, sidewalks, and drives of any dirt or debris at the end of each day worked.
6. Contractor shall be required to supply appropriate Certificate of Insurance.
7. Contractor to fine grade lot once finished with demolition and removal of structure. No rock larger than 2" to be left.
8. Contractor to seed and straw lot.



This is a picture of  
3904 Lake Park Drive.



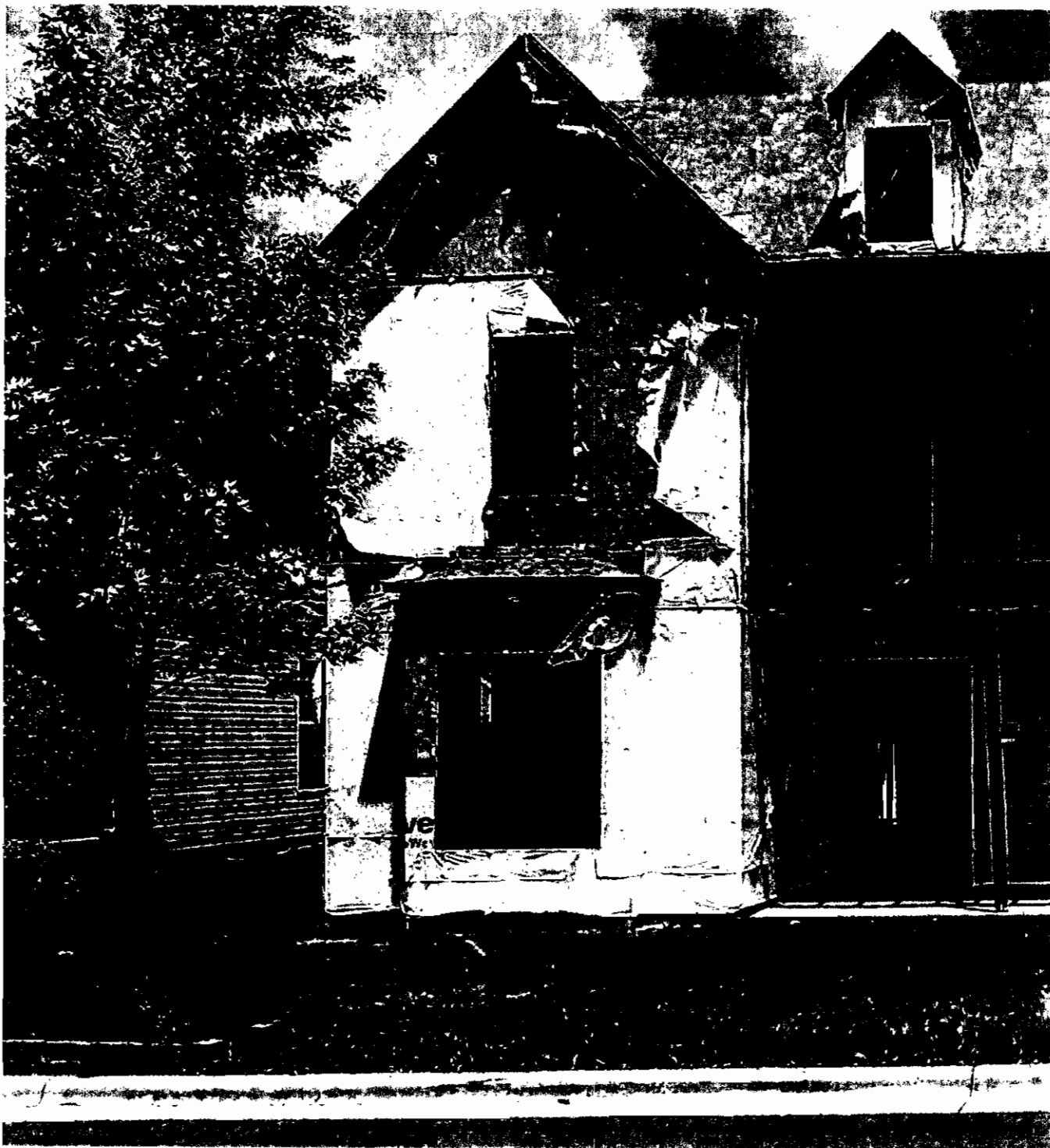
This is a picture of the back of  
3904 Lake Park Drive.



This is a close up of the front of  
3904 Lake Park Drive.

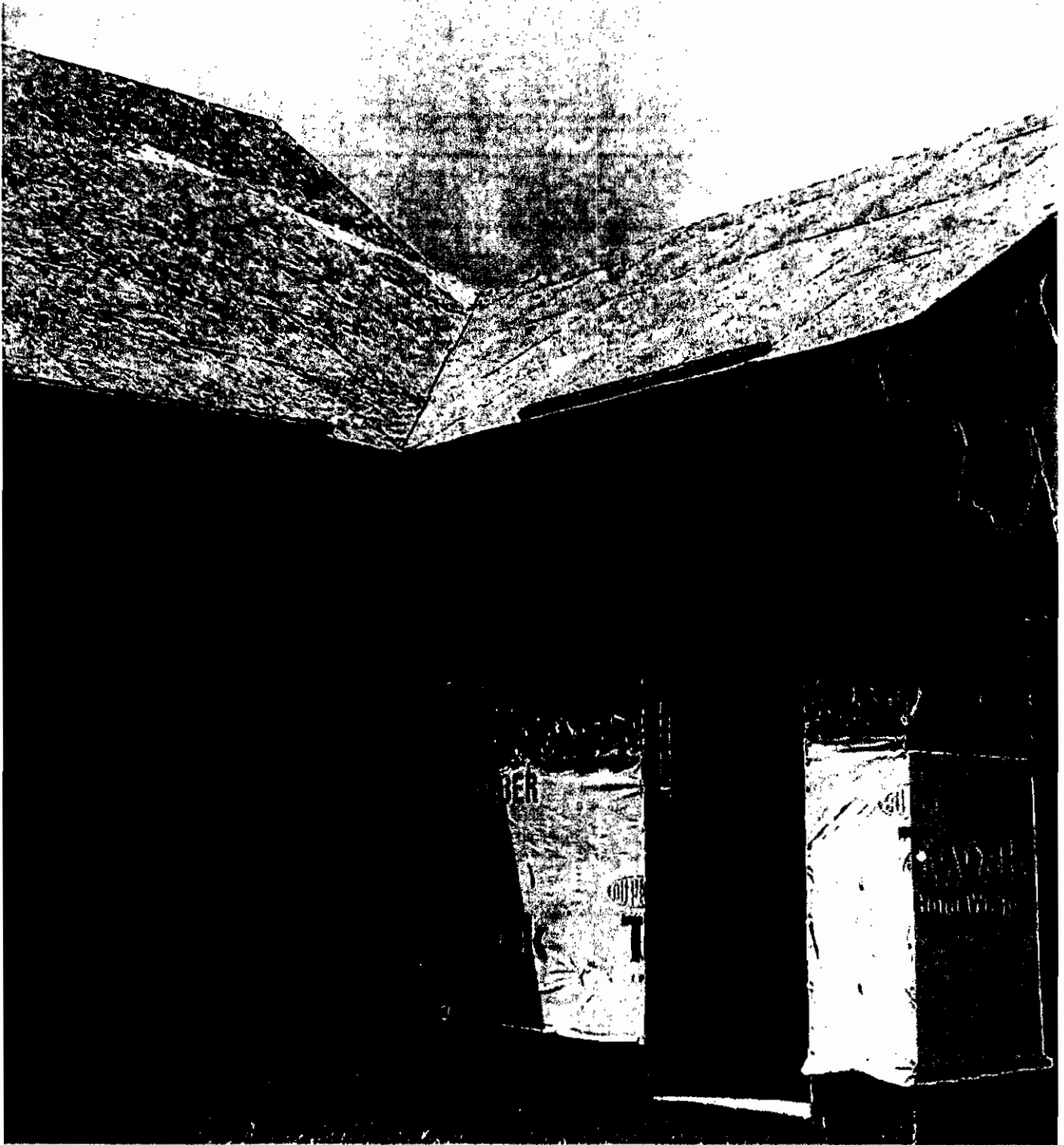


This is a close up of the 2<sup>nd</sup> floor sub-flooring in 3904 Lake Park Drive.



This is a picture of the front of  
6711 Creft Circle.

This is a picture of the back of  
6711 Creft Circle.







This is a close up of the 2<sup>nd</sup> floor sub-flooring in 6711 Creft Circle.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:**

**Action Agenda Item No.** 4g  
(Central Admin. use only)

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**SUBJECT:** Budget Amendment - Crisis Intervention Program

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**DEPARTMENT:** Department of Social Services      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Funding Authorization for NCDHHS  
dated February 24, 2011

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**INFORMATION CONTACT:**  
D. Dontae Latson, Director

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**TELEPHONE NUMBERS:**  
(704) 296-4301

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve budget amendment to accept one authorization for \$93,000.00 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenues line 10-453160-4340-1509 by \$93,000.00.

**BACKGROUND:** The Crisis Intervention - Low Income Home Energy Assistance program is funded by the US Department of Health and Human Services in an annual block grant to the State, which then allocates funds to county social service departments for distribution. The North Carolina Department of Health and Human Services - Social Services Division, on February 24, 2011 allocated 93,000.00 of these funds to Union County. These funds do not require a local match.

The Crisis Intervention Program is a 100% federally funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating or cooling related crisis, and those in a life or health threatening situation without assistance.

Please find attached the CIP-LIHEAP authorization form from the State which reflects the additional allocation in the amount of \$93,000.00.

**FINANCIAL IMPACT:** No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$93,000.00 in additional CIP-LIHEAP funds to be distributed by the the Union County DSS.

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

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

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**Manager Recommendation:**



**DIVISION OF SOCIAL SERVICES**

**FUNDING SOURCE: CRISIS INTERVENTION PAYMENT**

**EFFECTIVE DATE: 07/01/2010**

**AUTHORIZATION NUMBER: 6**

**ALLOCATION PERIOD**

**FROM JUNE 2010 THRU MAY 2011 SERVICE MONTHS**

**FROM JULY 2010 THRU JUNE 2011 PAYMENT MONTHS**

Co. No.	COUNTY	Previous / Intial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	690,994	690,994	(50,000)	(50,000)	640,994	640,994
02	ALEXANDER	166,317	166,317	20,000	20,000	186,317	186,317
03	ALLEGHANY	63,124	63,124	10,000	10,000	73,124	73,124
04	ANSON	212,720	212,720	-	-	212,720	212,720
05	ASHE	141,057	141,057	15,000	15,000	156,057	156,057
06	AVERY	90,476	90,476	5,000	5,000	95,476	95,476
07	BEAUFORT	301,466	301,466	10,000	10,000	311,466	311,466
08	BERTIE	202,403	202,403	-	-	202,403	202,403
09	BLADEN	287,417	287,417	10,000	10,000	297,417	297,417
10	BRUNSWICK	469,301	469,301	-	-	469,301	469,301
11	BUNCOMBE	1,152,717	1,152,717	175,000	175,000	1,327,717	1,327,717
12	BURKE	487,293	487,293	100,000	100,000	587,293	587,293
13	CABARRUS	692,822	692,822	(115,000)	(115,000)	577,822	577,822
14	CALDWELL	466,823	466,823	75,000	75,000	541,823	541,823
15	CAMDEN	29,935	29,935	3,000	3,000	32,935	32,935
16	CARTERET	267,194	267,194	-	-	267,194	267,194
17	CASWELL	160,314	160,314	5,000	5,000	165,314	165,314
18	CATAWBA	772,068	772,068	125,000	125,000	897,068	897,068
19	CHATHAM	216,700	216,700	-	-	216,700	216,700
20	CHEROKEE	158,417	158,417	-	-	158,417	158,417
21	CHOWAN	108,856	108,856	-	-	108,856	108,856
22	CLAY	61,895	61,895	25,000	25,000	86,895	86,895
23	CLEVELAND	737,438	737,438	-	-	737,438	737,438
24	COLUMBUS	438,696	438,696	-	-	438,696	438,696
25	CRAVEN	480,027	480,027	25,000	25,000	505,027	505,027
26	CUMBERLAND	1,957,553	1,957,553	(34,250)	(34,250)	1,923,303	1,923,303
27	CURRITUCK	81,980	81,980	10,000	10,000	91,980	91,980
28	DARE	100,344	100,344	40,000	40,000	140,344	140,344
29	DAVIDSON	907,895	907,895	(400,000)	(400,000)	507,895	507,895
30	DAVIE	143,153	143,153	-	-	143,153	143,153
31	DUPLIN	344,156	344,156	(100,000)	(100,000)	244,156	244,156
32	DURHAM	1,351,514	1,351,514	-	-	1,351,514	1,351,514
33	EDGECOMBE	513,836	513,836	25,000	25,000	538,836	538,836
34	FORSYTH	1,640,430	1,640,430	-	-	1,640,430	1,640,430
35	FRANKLIN	308,424	308,424	-	-	308,424	308,424
36	GASTON	1,208,818	1,208,818	(300,000)	(300,000)	908,818	908,818
37	GATES	64,464	64,464	-	-	64,464	64,464
38	GRAHAM	59,499	59,499	1,000	1,000	60,499	60,499
39	GRANVILLE	244,561	244,561	10,000	10,000	254,561	254,561
40	GREENE	153,654	153,654	-	-	153,654	153,654
41	GUILFORD	2,628,118	2,628,118	(500,000)	(500,000)	2,128,118	2,128,118
42	HALIFAX	601,440	601,440	-	-	601,440	601,440
43	HARNETT	627,599	627,599	100,000	100,000	727,599	727,599
44	HAYWOOD	310,542	310,542	5,000	5,000	315,542	315,542
45	HENDERSON	370,260	370,260	50,000	50,000	420,260	420,260
46	HERTFORD	217,880	217,880	-	-	217,880	217,880
47	HOKE	271,043	271,043	10,000	10,000	281,043	281,043

**CRISIS INTERVENTION PAYMENT (CIP) cont.**

**AUTHORIZATION NUMBER: 6**

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	41,988	41,988	10,000	10,000	51,988	51,988
49	IREDELL	536,527	536,527	50,000	50,000	586,527	586,527
50	JACKSON	195,304	195,304	20,000	20,000	215,304	215,304
51	JOHNSTON	763,176	763,176	150,000	150,000	913,176	913,176
52	JONES	68,252	68,252	-	-	68,252	68,252
53	LEE	305,653	305,653	-	-	305,653	305,653
54	LENOIR	485,305	485,305	-	-	485,305	485,305
55	LINCOLN	315,901	315,901	-	-	315,901	315,901
56	MACON	183,591	183,591	30,000	30,000	213,591	213,591
57	MADISON	126,929	126,929	5,000	5,000	131,929	131,929
58	MARTIN	181,198	181,198	-	-	181,198	181,198
59	MCDOWELL	233,666	233,666	100,000	100,000	333,666	333,666
60	MECKLENBURG	3,977,651	3,977,651	550,000	550,000	4,527,651	4,527,651
61	MITCHELL	90,748	90,748	10,000	10,000	100,748	100,748
62	MONTGOMERY	180,456	180,456	-	-	180,456	180,456
63	MOORE	320,692	320,692	(20,000)	(20,000)	300,692	300,692
64	NASH	535,925	535,925	-	-	535,925	535,925
65	NEW HANOVER	905,008	905,008	-	-	905,008	905,008
66	NORTHAMPTON	205,416	205,416	200,000	200,000	405,416	405,416
67	ONslow	639,088	639,088	-	-	639,088	639,088
68	ORANGE	482,874	482,874	(50,000)	(50,000)	432,874	432,874
69	PAMLICO	66,122	66,122	-	-	66,122	66,122
70	PASQUOTANK	253,931	253,931	-	-	253,931	253,931
71	PENDER	250,754	250,754	(60,000)	(60,000)	190,754	190,754
72	PERQUIMANS	83,272	83,272	2,000	2,000	85,272	85,272
73	PERSON	239,579	239,579	-	-	239,579	239,579
74	PITT	1,109,160	1,109,160	-	-	1,109,160	1,109,160
75	POLK	79,617	79,617	-	-	79,617	79,617
76	RANDOLPH	806,118	806,118	(150,000)	(150,000)	656,118	656,118
77	RICHMOND	377,069	377,069	7,000	7,000	384,069	384,069
78	ROBESON	1,314,013	1,314,013	(200,000)	(200,000)	1,114,013	1,114,013
79	ROCKINGHAM	532,614	532,614	-	-	532,614	532,614
80	ROWAN	655,305	655,305	-	-	655,305	655,305
81	RUTHERFORD	401,747	401,747	5,000	5,000	406,747	406,747
82	SAMPSON	462,333	462,333	(50,000)	(50,000)	412,333	412,333
83	SCOTLAND	360,585	360,585	-	-	360,585	360,585
84	STANLY	297,530	297,530	25,000	25,000	322,530	322,530
85	STOKES	193,688	193,688	-	-	193,688	193,688
86	SURRY	470,657	470,657	(30,000)	(30,000)	440,657	440,657
87	SWAIN	89,157	89,157	8,000	8,000	97,157	97,157
88	TRANSYLVANIA	148,347	148,347	20,000	20,000	168,347	168,347
89	TYRRELL	36,780	36,780	-	-	36,780	36,780
90	UNION	551,274	551,274	93,000	93,000	644,274	644,274
91	VANCE	439,624	439,624	15,000	15,000	454,624	454,624
92	WAKE	2,440,561	2,440,561	(177,750)	(177,750)	2,262,811	2,262,811
93	WARREN	174,602	174,602	48,000	48,000	222,602	222,602
94	WASHINGTON	118,325	118,325	10,000	10,000	128,325	128,325
95	WATAUGA	194,839	194,839	-	-	194,839	194,839
96	WAYNE	712,124	712,124	-	-	712,124	712,124
97	WILKES	399,263	399,263	30,000	30,000	429,263	429,263
98	WILSON	521,650	521,650	(25,000)	(25,000)	496,650	496,650
99	YADKIN	195,612	195,612	-	-	195,612	195,612
100	YANCEY	125,423	125,423	15,000	15,000	140,423	140,423
150	Jackson Indian	8,000	8,000	5,000	5,000	13,000	13,000
187	Swain Indian	8,000	8,000	-	-	8,000	8,000
	<b>Total</b>	<b>\$47,856,656</b>	<b>\$47,856,656</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,856,656</b>	<b>\$47,856,656</b>

**CRISIS INTERVENTION PAYMENT (CIP) cont.**

**AUTHORIZATION NUMBER: 6**

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds**

**GRANT INFORMATION: These funds are reallocated CIP Funds from the county's current balance to assist with other counties that have exhausted their current allocation. Funds will be used to alleviate energy crisis.**

**XS411 Heading: CRISIS**

**Tracked on XS411: Federal Share 100%**

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**

*Shuang's Bradsher*

February 24, 2011

Accepted by:

County Director Signature

Date

County Name :

Total Allocation

Please return by email with a facsimile signature to your Local Business Liaison

OR

Fax form with signature to your Local Business Liaison

**BUDGET AMENDMENT**

BUDGET DSS REQUESTED BY Dontae Latson  
FISCAL YEAR FY2011 DATE March 07, 2011

**INCREASE**

Description  
Operating Expenses 93,000  
Federal Revenue 93,000

**DECREASE**

Description  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation: Appropriate additional federal funds for the DSS, Crisis Intervention LIHEAP (low income home energy assistance program)

DATE \_\_\_\_\_ APPROVED BY \_\_\_\_\_  
Bd of Comm/County Manager  
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

**DEBIT**

**CREDIT**

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	<u>Amount</u>
10553160-5399-1509	Public Assistance	93,000	10453160-4340-1509	Federal Funding	93,000
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total 93,000

Total 93,000

Prepared By JLL

Posted By \_\_\_\_\_

Date \_\_\_\_\_

Number 29

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 7, 2011

Action Agenda Item No. 5

(Central Admin. use only)

**SUBJECT:** Land Use Ordinance Text Amendment Section 27 Planning Board and  
Section 29 Board of Adjustment

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**DEPARTMENT:** Planning

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Proposed text amendment Section 27  
(b) and (d) and Section 29 (h) and (j)  
of the Union County Land Use  
Ordinance

**INFORMATION CONTACT:**  
Richard Black

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**TELEPHONE NUMBERS:**  
Richard Black - 704-292-2580

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider adoption of the proposed text amendment Section 27 (b) and (d) and Section 29 (h) and (j) of the Union County Land Use Ordinance

**BACKGROUND:** During the December 20, 2010 meeting, the Board of Commissioners directed staff to prepare a text amendment that would delete from the Union County Land Use Ordinance (i) those provisions requiring conflict of interest disclosure forms as part of the appointment process for Planning Board and Board of Adjustment members, and (ii) those provisions prohibiting service on the Planning Board and the Board of Adjustment by members of various other boards and committees. The text amendment was prepared by staff and presented to the Planning Board at its February 1, 2011 meeting for consideration. The Planning Board voted unanimously (4 to 0) to recommend adoption of the proposed text amendment. A public meeting was held by the Board of County Commissioners on February 21, 2001 to receive comments from the public. At the public hearing, three speakers spoke in opposition to the proposed text amendment.

**Conflict of Interest Disclosure Forms**

Conflict of Interest Forms are required as part of the appointment process for the Planning Board and the Board of Adjustments. The forms require applicants to list all real estate in Union County and any ownership by the applicant and the applicant's spouse and dependent children in any organization doing business in Union County. The form also requires information concerning the conviction of a felony.



The Union County Land Use Ordinance requires members of the Board of Adjustments to recuse themselves from participation in or vote on any quasi-judicial matter in a manner that 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:**

## **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.

## **Statements of Consistency for Proposed Text Amendments**

### **TO APPROVE AMENDMENTS**

- (1) Amendment to Section 27 to delete subsection (b).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because of the advisory nature of most Planning Board decisions, and of the fact that other provisions of the Land Use Ordinance address the circumstances under which a member may recuse himself or herself from voting based on conflicts of interest.

- (2) Amendment to Section 27 to delete subsection (d).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because prohibition of dual memberships reduces the number of potential applicants, and because allowing membership on more than one board/committee will improve coordination and cooperation between boards and will help improve the experience and training received by planning board members.

- (3) Amendment to Section 29 to delete subsection (h).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because other provisions of the Land Use Ordinance address the circumstances under which a member must recuse himself or herself from participation based on conflicts of interest as well as allow for objections to a member's participation (based on perceived conflicts of interest) to be considered by the board of adjustment.

- (4) Amendment to Section 29 to delete subsection (j).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because prohibition of dual memberships reduces the number of potential applicants, and because allowing membership on more than one board/committee will improve coordination and cooperation between boards and will help improve the experience and training received by board of adjustment members.

## **Statements of Consistency for Proposed Text Amendments**

### **TO DENY AMENDMENTS**

- (1) Amendment to Section 27 to delete subsection (b).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the required completion of a county service application and conflict of interest disclosure form promotes honesty and openness in government, and may help members recognize potential conflicts of interest as they occur.

- (2) Amendment to Section 27 to delete subsection (d).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because subsection (d) prohibits planning board members from, during their term on the planning board, simultaneously serving on other county boards and committees that may deal with and/or influence land use or property value.

- (3) Amendment to Section 29 to delete subsection (h).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the required completion of a county service application and conflict of interest disclosure form promotes honesty and openness in government, and may help members recognize potential conflicts of interest as they occur.

- (4) Amendment to Section 29 to delete subsection (j).

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because subsection (j) prohibits board of adjustment members from, during their term on the board of adjustment, simultaneously serving on other county boards and committees that may deal with and/or influence land use or property value.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: March 7, 2011

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

**SUBJECT:** Revaluation

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

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**ATTACHMENT(S):** \_\_\_\_\_      **INFORMATION CONTACT:**  
Cynthia A. Coto

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider rescinding the Board of County Commissioners' action of September 7, 2010 in advancing Union County Revaluation from January 1, 2016 to January 1, 2012.

**BACKGROUND:** North Carolina General Statute 105-286 requires every County to perform a revaluation on an eight year cycle. On September 7, 2010, the Board of County Commissioners approved advancing the Revaluation process from January 1, 2016 to January 1, 2012. On December 20, 2010 the Board of County Commissioners received a presentation from John Petoskey, Tax Assessor regarding the revaluation process, expenditures associated with the process and potential implications of revaluation process.

**FINANCIAL IMPACT:** Defer costs of approximately \$220,000

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

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

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



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

### RESOLUTION TO ADVANCE REAPPRAISAL OF REAL PROPERTY IN UNION COUNTY FROM 2016 TO 2012

WHEREAS, under the General Statutes of North Carolina, Union County is scheduled for its next Octennial reappraisal of real property for the year 2016; and the Board of County Commissioners deems it advisable to advance the date for said reappraisal and to adopt the schedules of values, standards and rules required by the General Statutes of North Carolina for the reappraisal of real property.

BE IT RESOLVED by the Board of Commissioners of Union County:

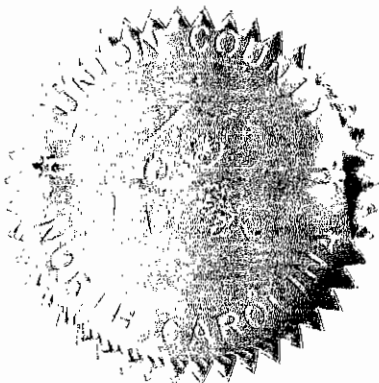
1. That Union County hereby advances the scheduled Octennial reappraisal of real property from 2016 to 2012. The Tax Administrator for Union County is directed to conduct a reappraisal of said property to become effective January 1, 2012, for the fiscal year beginning July 1, 2012.
2. The Tax Administrator for Union County is directed to forward promptly to the Department of Revenue a copy of this Resolution, as required by the provisions of North Carolina General Statutes, Chapter 105, Section 286.

Adopted this 7<sup>th</sup> day of September, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman





**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 7, 2011**

**Action Agenda Item No.   7**  
(Central Admin. use only)

**SUBJECT:** Amendments to Policy For Allocating Wastewater Treatment Capacity and Short-Term Water Allocation Plan

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**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Policy For Allocating Wastewater Treatment Capacity - Amendment #1  
  
Short-Term Water Allocation Plan - Amendment #1

**INFORMATION CONTACT:**  
Ed Goscicki

**TELEPHONE NUMBERS:**  
704-296-4212

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve Amendments to the Policy for Allocating Wastewater Treatment Capacity and the Short-Term Water Allocation Plan.

**BACKGROUND:** In September 2007, Union County's Board of Commissioners adopted a Policy for Allocating Wastewater Treatment Capacity (Sewer Allocation Policy or Policy). This Policy set forth allocation of the limited remaining wastewater treatment capacity in the 6-Mile Collection System; and the 12-Mile Creek and Crooked Creek Wastewater Treatment Plants.

Recognizing a variety of changed conditions, Union County (County) set forth a review of the Sewer Allocation Policy in 2010. These changed conditions include:

- Increased wet weather flows producing higher than expected maximum month flows in the wastewater collection system and at the Treatment Facilities.
- Design and permitting completion of the Planned Diversion (i.e. the 12-Mile Creek Diversion Project).
- Recovery of capacity for projects that failed to meet stipulated deadlines in the Policy.
- Much slower growth of private development resulting from the recent economic downturn.
- Postponement of several public sector projects that are now expected to occur after additional wastewater capacity is on-line.

- Advancement of the permitting process for the 12-Mile Creek WWTP Expansion Project.
- Recovery of approximately 75,000 gallons per day (gpd) of capacity from the Fairfield Plantation project.

As a result of this review, the County is electing to amend the Policy as set forth herein.

In September 2009, Union County's Board of Commissioners adopted an Amended and Restated Short-Term Water Allocation Plan (Amended and Restated Plan). This Plan defined and set forth allocation of the limited remaining water treatment capacity in Union County's (the County) Catawba River Water Treatment Plant (CRWTP) service area.

Recognizing several changed conditions, the County elected to review the Amended and Restated Plan. These changed conditions include:

- Completion of the Anson County water distribution system service area project that allows for additional water to be moved into the Union County water system, and offsets demand in the CRWTP service area.
- Design and permitting progress associated with the CRWTP raw water reservoir project.
- Success with water conservation and water use restrictions.
- Much slower growth of private development resulting from the recent economic downturn.
- Recovery of capacity from projects that have failed to move forward along stipulated

**FINANCIAL IMPACT:**

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

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

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

# UNION COUNTY

## SHORT-TERM WATER ALLOCATION PLAN (AMENDED AND RESTATED)

### AMENDMENT #1

**DATE:** MARCH \_\_, 2011

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#### PREFACE

In September 2009, Union County's Board of Commissioners adopted an Amended and Restated Short-Term Water Allocation Plan (Amended and Restated Plan). This Plan defined and set forth allocation of the limited remaining water treatment capacity in Union County's (the County) Catawba River Water Treatment Plant (CRWTP) service area.

Recognizing several changed conditions, the County elected to review the Amended and Restated Plan. These changed conditions include:

- Completion of the Anson County water distribution system service area project that allows for additional water to be moved into the Union County water system, and offsets demand in the CRWTP service area.
- Design and permitting progress associated with the CRWTP raw water reservoir project.
- Success with water conservation and water use restrictions.
- Much slower growth of private development resulting from the recent economic downturn.
- Recovery of capacity from projects that have failed to move forward along stipulated schedules.

As a result of these changes, the County is electing to further amend the Amended and Restated Plan as set forth herein.

#### AVAILABLE CAPACITY AND REVISED ALLOCATION

Given the changed conditions outlined above, Union County Public Works (UCPW) has determined that approximately 300,000 gpd of additional water treatment capacity is available for allocation under the Category A Projects for Nonresidential/Government

Facilities Reserve (bringing the total to 443,000 gpd). This available allocation includes fulfillment of all Category A Projects as outlined in the Amended and Restated Plan.

## **REVISIONS TO SECTION 6.1.2**

As of the Effective Date of this Amendment, Section 6.1.2 shall be replaced in its entirety with the following:

It is the intent of this Plan to award allocation under the Nonresidential/Government Facilities Project Reserve to multiple owners or developers. This allocation will be utilized for Projects that are estimated to use 60,000 gpd or less (as determined by UCPW) and are located in the CRWTP service area. This allocation shall be assigned to Nonresidential/Government Facilities Projects on a first come, first serve basis. The amount available shall be tracked by UCPW and shall include the amount of water allocation secured from other Category A Projects that fail to move forward as outlined in Section 7.0 of the Amended and Restated Plan.

To qualify for this water treatment capacity, owners or developers of these new Nonresidential/Government Facilities Projects shall:

- Confirm that their water treatment capacity needs are estimated to be 60,000 gpd or less (as determined by UCPW).
- Confirm that existing water lines are contiguous to the Project site directly or through an existing right-of-way, and that sufficient hydraulic capacity exists in the UCPW system to meet the needs of the Project. The requirement that existing water lines are contiguous to the Project site directly or through an existing right-of-way shall not apply to public schools since public schools have the right of eminent domain.
- Confirm proper land use permitting (including zoning) from all applicable jurisdictions to allow the proposed development to occur.
- Submit a detailed written description of the Project to UCPW for approval (including type of project, average and peak day water demands, and any other special conditions). Such written description shall include sufficient detail to enable UCPW to make a reasonable determination that it is more likely than not that the Project will proceed within the time constraints for obtaining a building permit, as outlined below.
- UCPW staff may, if desired, request additional information from the Project's owner in order to make a final determination. If approved, UCPW will issue, in writing, a water allocation for the proposed Project.
- Failure to obtain a building permit for all facilities associated with the Nonresidential/Government Facilities Project within 270 days from written approval of the Project shall result in a termination of the water allocation for those facilities for which a building permit has not been obtained. If a building permit is issued within 270 days from written approval of the Project and thereafter expires, or is otherwise terminated without issuance of a certificate of

occupancy, it shall result in termination of the water allocation for the facilities that were subject to the expired or terminated building permit.

## **FUTURE TREATMENT CAPACITY ALLOCATIONS**

As of the Effective Date of this Amendment, Section 10.0 shall be replaced in its entirety with the following:

UCPW will continually update water treatment capacity trend data and other variables to determine the effectiveness of the revised Amended and Restated Plan. Should projects identified in the Plan fail to meet the stipulated development timeframes and result in the forfeiture of their capacity, such reclaimed capacity shall be used to supplement the allocation for new Nonresidential/Government Facilities Projects. Should sufficient data become available to support revisions to the water treatment capacity allocations as outlined in the Amended and Restated Plan, as amended, the County Manager shall make further amendment recommendations to the Board of Commissioners for approval.

## **EFFECTIVE DATE**

This Amendment #1 shall become effective upon adoption by the Union County Board of Commissioners and may be repealed or modified at any time, without notice.

# UNION COUNTY

## POLICY FOR ALLOCATING WASTEWATER TREATMENT CAPACITY

### AMENDMENT

**DATE:** MARCH \_\_, 2011

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#### **PREFACE**

In September 2007, Union County's Board of Commissioners adopted a Policy for Allocating Wastewater Treatment Capacity (Sewer Allocation Policy or Policy). This Policy set forth allocation of the limited remaining wastewater treatment capacity in the 6-Mile Collection System; and the 12-Mile Creek and Crooked Creek Wastewater Treatment Plants.

Recognizing a variety of changed conditions, Union County (County) set forth a review of the Sewer Allocation Policy in 2010. These changed conditions include:

- Increased wet weather flows producing higher than expected maximum month flows in the wastewater collection system and at the Treatment Facilities.
- Design and permitting completion of the Planned Diversion (i.e. the 12-Mile Creek Diversion Project).
- Recovery of capacity for projects that failed to meet stipulated deadlines in the Policy.
- Much slower growth of private development resulting from the recent economic downturn.
- Postponement of several public sector projects that are now expected to occur after additional wastewater capacity is on-line.
- Advancement of the permitting process for the 12-Mile Creek WWTP Expansion Project.
- Recovery of approximately 75,000 gallons per day (gpd) of capacity from the Fairfield Plantation project.

As a result of this review, the County is electing to amend the Policy as set forth herein.

## AVAILABLE CAPACITY AND REVISED ALLOCATION

Given the changed conditions outlined above, Union County Public Works (UCPW) has determined that approximately 445,000 gpd of additional wastewater treatment capacity is available for allocation. This available allocation includes fulfillment of all current, updated First, Second, and Third Priority Development Projects as outlined in the Sewer Allocation Policy.

As of the Effective Date of this Amendment, all current, updated Third Priority Projects are now eligible for securing wastewater capacity as outlined in the Policy. The owner or developer of any Third Priority Project must submit a Flow Permit Application within one (1) year from the Effective Date of this Amendment. Failure to submit this Flow Permit Application within one (1) year from the Effective Date of this amendment will result in loss of any Capacity at the Treatment Facilities reserved in favor of the Project.

From the estimated available wastewater treatment capacity (i.e. 445,000 gpd), an additional 45,000 gpd is being allocated to Tap Only Projects. The balance of 400,000 gpd is being allocated to new Nonresidential Development Projects being proposed in the areas subject to the Sewer Allocation Policy. To qualify for this wastewater treatment capacity, owners or developers of these new Nonresidential Development Projects shall:

- Confirm that their wastewater treatment capacity needs are estimated to be 60,000 gpd or less (as determined by UCPW).
- Confirm that existing sewer lines are contiguous to the Project site directly or through an existing right-of-way.
- Confirm proper land use permitting (including zoning) from all applicable jurisdictions to allow the proposed development to occur.
- Submit a detailed written description of the Project to UCPW for approval (including type of project, expected wastewater capacity needs, and any other special conditions). Such written description shall include sufficient detail to enable UCPW to make a reasonable determination that it is more likely than not that the Project will proceed within the time constraints for obtaining a building permit, as outlined below.
- UCPW staff may, if desired, request additional information from the Project's owner in order to make a final determination. If approved, UCPW will issue, in writing, a wastewater treatment capacity allocation for the proposed Project.
- Failure to obtain a building permit for all facilities associated with the Nonresidential Development Project within 270 days from written approval of the Project shall result in a termination of the wastewater treatment capacity allocation for those facilities for which a building permit has not been obtained. If a building permit is issued within 270 days from written approval of the Project and thereafter expires, or is otherwise terminated without issuance of a certificate of occupancy, it shall result in termination of the wastewater treatment capacity allocation for the facilities that were subject to the expired or terminated building permit.

These new Nonresidential Development Projects shall be processed on a first come, first serve basis.

## **FUTURE WASTEWATER TREATMENT CAPACITY ALLOCATIONS**

UCPW will continually update wastewater capacity trend data and other variables to determine the effectiveness of the amended Policy. Should projects identified in the Policy fail to meet the stipulated development timeframes and result in the forfeiture of their capacity, such reclaimed capacity shall be used to supplement the 400,000 gpd allocation for new Nonresidential projects. Should sufficient data become available to support revisions to the wastewater treatment capacity allocations as outlined herein, the County Manager shall make further amendment recommendations to the Board of Commissioners for approval.

At such time as a Finding of No Significant Impact is received for the 12-Mile Creek WWTP Expansion Project (currently anticipated in 2012), the Sewer Allocation Policy shall be determined to have expired.

## **EFFECTIVE DATE**

This Amendment to the Sewer Allocation Policy shall become effective upon adoption by the Union County Board of Commissioners and may be repealed or modified at any time, without notice.



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT  
Meeting Date: March 7, 2011**

**Action Agenda Item No. 8**  
(Central Admin. use only)

**SUBJECT:** Report from County Attorney on Discontinuance of Funding for Health Insurance Benefits for Union County Board of County Commissioners

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

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

**TELEPHONE NUMBERS:** \_\_\_\_\_

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive Information from the County Attorney on Discontinuance of Funding for Health Insurance Benefits for Union County Board of County Commissioners.

**BACKGROUND:** At the January 7, 2011 meeting staff was directed to research the feasibility of discontinuance of funding for health insurance benefits for Union County Board of County Commissioners. Staff indicated that a report of their findings would be presented at the March 7 Board meeting.

The County Attorney was requested to research the matter and will be presenting his findings to the 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:**      **Receive Report**

AMERICAN RED CROSS MONTH 2011

Union County

AGENDA ITEM

#

9

MEETING DATE

A Proclamation

The American Red Cross fulfills a unique and vital role in our state, providing help and hope in the face of emergencies and disaster, and is a true reflection of the humanitarian and volunteer spirit of the American people.

For nearly 100 years, Presidents have called on the American people to support the Red Cross and its humanitarian mission. In World War I, President Woodrow Wilson ordered the Red Cross to raise funds to support emergency aid to the military, as mandated by the Red Cross Congressional Charter. At that time, the American Red Cross set a goal of \$125 million and in less than six weeks donations totaled nearly \$146 million – a tribute to the overwhelming generosity of the American public.

In 1943, during World War II, President Franklin D. Roosevelt became the first president to proclaim March as Red Cross Month and called on Americans to “rededicate themselves to the splendid aims and activities of the Red Cross.” President Roosevelt’s call to action nearly 70 years ago started a tradition of designating March as Red Cross Month, a time to recognize and support the valuable work of the American Red Cross by making a financial contribution, donating blood, taking a life-saving class, or volunteering to help the Red Cross perform its mission.

Every day, through its network of employees and volunteers across Union County, North Carolina, America and the world, the American Red Cross is there to save the day when disaster strikes or when a neighbor’s house burns down. It is there when someone needs life-saving blood, or the comfort of a helping hand. It connects military families with their loved ones in service, and provides training in CPR, aquatics safety, and first aid. It spreads humanitarian aid and goodwill to people around the world.

Our county depends on the American Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times for the Red Cross and all Americans.

NOW, THEREFORE, the Union County Board of Commissioners, hereby proclaims **March 2011 as American Red Cross Month** and encourages all Americans to support this organization and its noble humanitarian mission.

Adopted this 7<sup>th</sup> day of March, 2011.

ATTEST:

\_\_\_\_\_  
Lynn G. West, Clerk to the Board

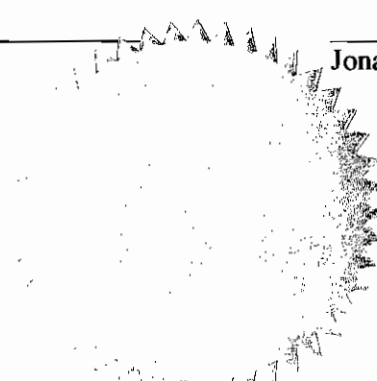
\_\_\_\_\_  
Jerry B. Simpson, Chairman

\_\_\_\_\_  
Todd Johnson, Vice Chairman

\_\_\_\_\_  
Tracy Kuehler, Commissioner

\_\_\_\_\_  
Kim Rogers, Commissioner

\_\_\_\_\_  
Jonathan Thomas, Commissioner



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 7, 2011

Action Agenda Item No. 10

(Central Admin. use only)

**SUBJECT:** Request from CMC-Union EPACT Phase II

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

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**ATTACHMENT(S):**      **INFORMATION CONTACT:**  
Cynthia A. Coto

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**TELEPHONE NUMBERS:**

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704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider authorization to spend \$7,559,277 from CMC-Union's Reserves to Fund Components of EPACT (Electronic Patient Care Transformation) Phase II

**BACKGROUND:** EPACT Phase I was approved by the Board of County Commissioners in April 2004 as a foundational electronic health record solution across acute and ambulatory care environments. EPACT Phase II provides deeper clinical systems functionality, provides tools which enable quality-related improvements, enable the ability to share patient clinical information with patients through their Personal Health Records and support Health Information Exchange (HIE) initiative for sharing patient information across delivery systems.

Total capital costs for EPACT Phase II for CMC-Union is \$4,589,287, and \$3,000,000 for UPN (Union Physical Network) for a total capital cost of \$7,589,287 and annual operating costs of \$1,183,929. A portion of CMC-Union's capital costs includes an unfunded portion of Phase I related to document management and imaging (\$700,000). The UPN portion scheduled implementation is 2012 with CMC-Union implementation to occur in 2013. Under Federal guidelines the physician portion must be implemented prior to the facility. Presently there are ARRA monies for capital costs incurred by those facilities that obtain "meaningful use" of a system. If an approved system is not implemented by 2015 there are associated annual penalties. CMC-Union projects that they will be eligible for a Medicare + Medicaid Health IT Incentive Payment in the amount of \$6,828,442 to offset the initial capital outlay of \$7,589,287.

**FINANCIAL IMPACT:** No direct County funds; monies designated are from CMC-Union Reserves.

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

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

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**Manager Recommendation:**    **Consider request and provide direction**

***Electronic Patient Care Transformation  
(EPACT) Phase II  
The Journey Continues  
September 2010***



Carolinan HealthCare System  
*Uncompromising Excellence. Commitment to Care.*

# EPACT Overview

- EPACT Phase I, which was approved in 2004, was planned as a foundational electronic health record solution across our acute and ambulatory care environments, and is scheduled for conclusion in 2010
- EPACT Phase II will be a five year program beginning in 2010 in order to best position CMC-Union for the future delivery and financing of healthcare and meaningful use realization
- Internal drivers for continued evolution of EPACT – quality initiatives and shared baselines (evidenced-based medicine)
- External drivers
  - Early industry findings on these solutions for helping improve patient safety, quality, and efficiency
  - Competitive positioning of CMC-Union with use of CPOE
  - Timing of incentives from the 2009 ARRA HITECH Act for “meaningful use” of electronic health records



# EPACT Phase II Objectives

- Builds on the Phase I foundation and provides deeper clinical systems functionality
- Objective is to provide tools which enable quality-related improvements, namely evidence-based medicine and CPOE with clinical decision support
- The Phase II change program will have the deepest impact to physician workflow in both the acute and ambulatory care settings
- Longitudinal patient record supports Health Information Exchange (HIE) initiative for sharing patient information across delivery systems
- Will enable ability to share patient clinical information with patients through their Personal Health Record (PHR)
- Positions CMC-Union for next phase of advanced clinical systems support



# EPACT Benefits Overview



- *Quality:* Implementation of advanced electronic health record functionality has been shown to have significant benefits for safe, quality patient care and is aligned with our quality goals
- *Financial:* New system tools that will help reduce costs across both acute and ambulatory care settings while maximizing governmental opportunities
- *Strategic:* Provides a competitive advantage by advancing the image of CMC-Union and its future positioning








# CMC-Union

## Current EPACT State/Gap Analysis

	CMC-Union	UPN
<b>Certified EHR (CCHIT)</b>		
<b>Meaningful Use (draft requirements)</b>		
Patient Demographics		
Clinical Health Information		
Nursing Documentation		
Clinical Decision Support		
Medication Administration		
CPOE		
E-Prescribing		
Physician Documentation		
Capture Quality Information		
<b>Health Information Exchange</b>		
Exchange of Health Information with Other Sources		
<b>Quality Metric Reporting</b>		
Reporting on Designated Clinical Quality Measures		

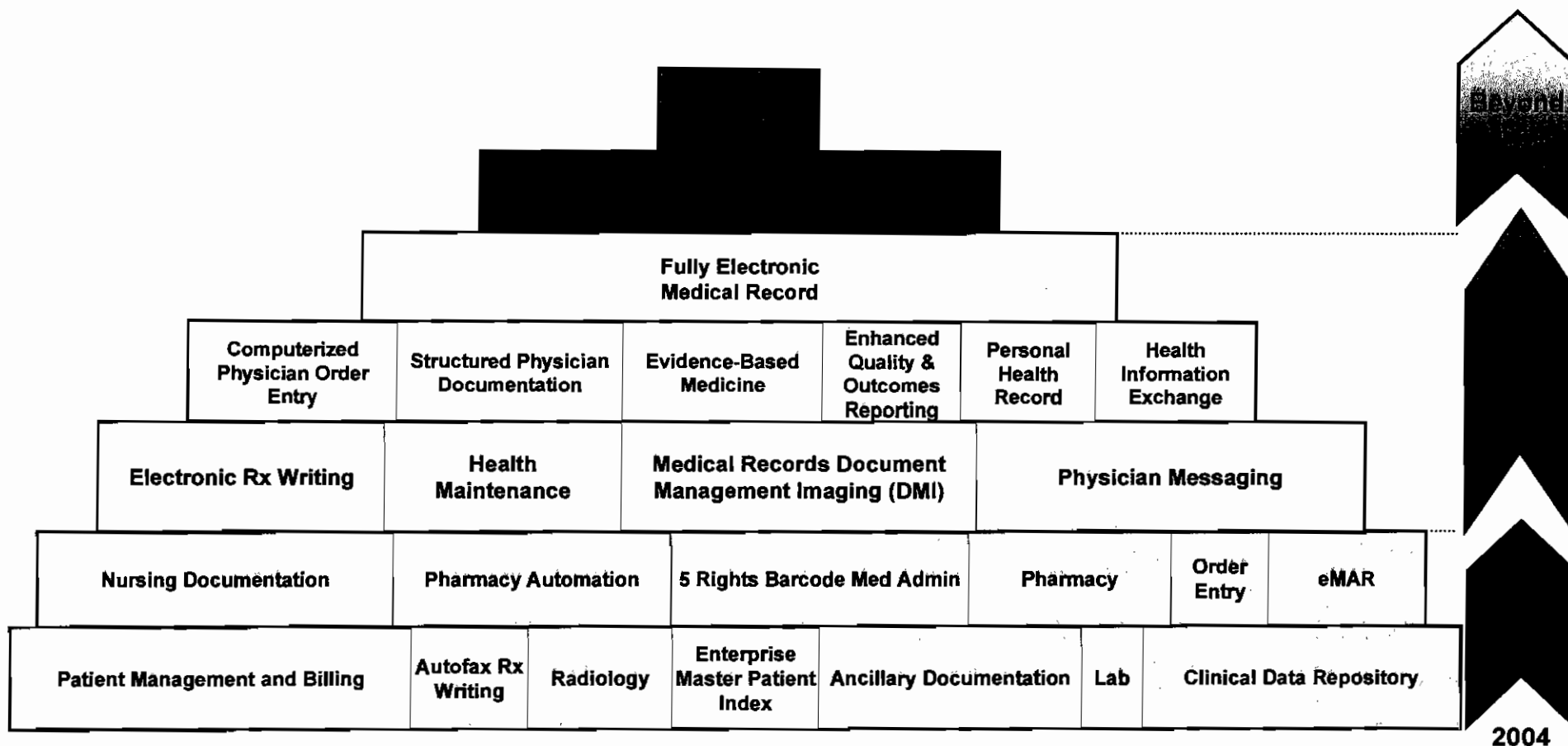
Legend

	Compliant Today
	Not Compliant or Planned Today
	Not Applicable



# EPACT Overview

## Building Toward the Vision



**Legend**

<b>Implemented (EPACT PI)</b>	<b>Future (EPACT PII)</b>
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# EPACT Phase II Cost Summary

	CMC-Union	UPN	Total
<b>Hardware</b>	<b>\$ 849,984</b>	<b>\$ 800,000</b>	<b>\$ 1,649,984</b>
Data Center	\$ 599,984	\$ 350,000	\$ 949,984
End-User Devices	\$ 250,000	\$ 450,000	\$ 700,000
<b>Software</b>	<b>\$ 883,165</b>	<b>\$ 600,000</b>	<b>\$ 1,483,165</b>
<b>Services</b>	<b>\$ 2,856,138</b>	<b>\$ 1,600,000</b>	<b>\$ 4,456,138</b>
Internal	\$ 563,915	\$ 500,000	\$ 1,063,915
External	\$ 1,322,223	\$ 600,000	\$ 1,922,223
Customer	\$ 440,000	\$ 200,000	\$ 640,000
Physician	\$ 530,000	\$ 300,000	\$ 830,000
<b>Total Capital Costs:</b>	<b>\$ 4,589,287</b>	<b>\$ 3,000,000</b>	<b>\$ 7,589,287</b>
<b>Estimated Annual Operating Cost</b>	<b>\$ 733,929</b>	<b>\$ 450,000</b>	<b>\$ 1,183,929</b>

## Key Notes and Planning Assumptions

- CMC-Union capital includes cost of unfunded Phase I scope for EPACT document management and imaging
- Timing of annual cash flows to be determined based upon facility approvals and implementation dates of the hospital and ambulatory practices
- Acute care comparative basis (based on 157 CMC-Union beds):
  - ✓ Average annual capital cost per bed over 5 years = \$5,846
  - ✓ Average annual operating cost per bed over 5 years = \$4,675
  - ✓ The median cost to implement EMR in a hospital, according to a 2007 America Hospital Association study was \$5,556 in capital costs per bed and \$12,060 per bed per year in maintenance costs.
- An April 2009 study by the accounting firm PricewaterhouseCoopers estimated the 5 year total cost of ownership (TCO) for an Ambulatory Medical Record (AMR) solution to be in the range of \$75k to \$126k per physician<sup>1</sup>
- UPN capital and operating cost estimates to be confirmed based upon exact number of practices and providers

<sup>1</sup>Rock and a Hard Place, An Analysis of the \$36 billion impact from the Health IT stimulus funding, PricewaterhouseCoopers, April 2009, page 4.



# CMC-Union ARRA Impact (Acute)



## Four-Year Medicare + Medicaid Health IT Incentive Payment Scenarios:

		If the first qualifying year is:						
		2011	2012	2013	2014	2015	2016	2017
Maximum Medicare + Medicaid health IT incentive payment for this year is:	2011	\$2,975,807						
	2012	\$2,292,963	\$2,975,807					
	2013	\$1,121,258	\$2,292,963	\$2,975,807				
	2014	\$438,414	\$1,121,258	\$2,292,963	\$2,048,533			
	2015		\$438,414	\$1,121,258	\$1,463,461	\$1,243,473		
	2016			\$438,414	\$438,414	\$438,414		
	2017							
<b>Total of Maximum of 4, 3, or 2 Years' Medicare + Medicaid Health IT Incentive Payments</b>		<b>\$6,828,442</b>	<b>\$6,828,442</b>	<b>\$6,828,442</b>	<b>\$3,950,407</b>	<b>\$1,681,887</b>	<b>\$0</b>	<b>\$0</b>
<b>Penalty based upon market basket reduction if not adopted by the end of FY 2015.</b>						<b>\$206,419</b>	<b>\$641,511</b>	<b>\$1,311,532</b>

\*Calculated by IS Finance  
 \*Excludes Ambulatory  
 \*Penalties continue indefinitely



# UPN ARRA Impact (Ambulatory)

## Medicare Health IT Incentive Payment Scenarios:

		If the first qualifying year is:						
		2011	2012	2013	2014	2015	2016	2017+
Maximum Medicare health IT incentive payment for this year is:	2011	\$18K						
	2012	\$12K	\$18K					
	2013	\$8K	\$12K	\$15K				
	2014	\$4K	\$8K	\$12K	\$12K	\$0	\$0	\$0
	2015	\$2K	\$4K	\$8K	\$8K	\$0	\$0	\$0
	2016	\$0	\$2K	\$4K	\$4K	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total:</b>		<b>\$44K</b>	<b>\$44K</b>	<b>\$39K</b>	<b>\$24K</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Penalties begin if not adopting by the end of FY 2014. The Medicare schedule fee is reduced by:						1%	2%	3+%

- Per provider estimates.
- Based upon adoption level, HHS can increase penalties after 2017 up to a total of 4% in 2018 and 5% in 2019.
- Medicare incentive payments must be waived to accept Medicaid.
- Medicaid is based upon a complex formula and benefits may increase to a \$64K maximum.
- Medicaid based pro-rated calculation for Pediatrics



# EPACT Phase II Summary



- Implementation of EPACT Phase II will result in:
  - Overall capital cost of \$7.6M
  - Ongoing operating cost of \$1.2M
  - Ability for CMC-Union to qualify for incentive payments of up to \$6.8M based upon achievement of “meaningful use” definitions to be finalized 1Q 2010
  - Ability to avoid ARRA penalties that will likely exceed \$1.3M per year after 2016





Respectfully Request Approval from the Union County Board of Commissioners to spend \$7,559,277.00 from CMC-Union's reserves to fund components of EPACT Phase II



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 7, 2011**

**Action Agenda Item No. 11**

(Central Admin. use only)

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**SUBJECT:** MUMPO Planning Funds Request (US-74 Corridor Revitalization Plan)

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**DEPARTMENT:** Planning

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Attachment # 1 Project Scope US-74  
Corridor Revitalization Plan

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**INFORMATION CONTACT:**  
Richard Black  
Amy Helms

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**TELEPHONE NUMBERS:**

Richard Black - 704-292-2580

Amy Helms - 704-283-3520

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive presentation about MUMPO Planning Funds Request (US-74 Corridor Revitalization Plan) and authorize expenditures in an amount not to exceed \$20,000 for the County's portion of the matching grant.

**BACKGROUND:** Mecklenburg-Union Metropolitan Planning Organization (MUMPO) is responsible for carrying out the transportation planning process in the urban areas of Mecklenburg and Union Counties. MUMPO consist of voting representatives from Mecklenburg County and all of its seven municipalities. Indian Trail, Monroe, Stallings, Union County, Waxhaw, Weddington, Wesley Chapel, and Wingate each have voting representatives from Union County. The NC Board of Transportation is also a voting member.

The Technical Coordinating Committee (TCC) is an advisory committee to MUMPO consisting of key staff from Mecklenburg and Union Counties, the municipalities, the North Carolina Department of Transportation, Federal Highway Administration, and transit operators.

The Unified Planning Work Program (UPWP) is MUMPO's annual listing of planning priorities and work tasks for the fiscal year. The UPWP includes a description of planning work and resulting products, the agency responsible for the listed work, time frames for completing identified tasks, project costs and funding sources. MUMPO has traditionally allocated some of its Planning funds to its member jurisdictions that plan to carry out a transportation planning effort. The primary funding source for MUMPO's activities are Planning funds from the Federal Highway Administration (FHWA).



A request for candidate projects was sent to the TCC members on November 22, 2010, with a deadline of December 17, 2010.

Some points to consider with the request for Planning funds:

- Projects must be transportation planning projects
- The submittal does not guarantee the allocation of funds
- It may not be possible to provide the full amount of requested funds
- Funds will be provided only to jurisdictions with MPO voting privileges
- A 20% match is required
- MUMPO staff participation on any technical team developed to guide the project is required
- The project sponsor must make at least one presentation to the Technical Coordinating Committee (staff from the voting members); a presentation to the MPO may also be required

The submittals with project scope and cost will be on MUMPO's March 16th meeting for discussion and review. MUMPO would like to have a level of commitment from the submitting jurisdictions at the March 16th meeting with a final decision and vote at their May meeting. All financial commitments must be finalized before MUMPO's final decision.

#### US-74 Corridor Revitalization Plan Submittal

Development of the Monroe Connector/Bypass will divert much traffic from the current US-74 corridor and provide new opportunities for redevelopment along US-74. A joint planning effort between Union County, Stallings, Indian Trail, and Monroe proposes to identify a new vision for the US-74 corridor and ensure the development potential in this corridor is maximized. Due to the substantial undertaking of this plan as described below, Union County desires to complete the plan within a 2 year time period and, therefore, would seek funding from MUMPO for FY12 and FY13.

Currently, US-74 is a four to six lane divided arterial roadway with 26 at-grade signalized intersections, and many additional unsignalized intersections. It serves as an important commercial corridor for Union County residents and businesses, with numerous retail, commercial, and residential driveway connections along its 20 miles of roadway. In Union County, most employment is concentrated along existing US-74.

Due to its multiple jurisdictional zoning and land uses, the area along US-74 displays disparate development patterns with little to no transition among uses, limited transportation options, numerous safety issues, and poor aesthetics. This plan will focus on how these factors interact with travel in the corridor and provide solutions for better integrating transportation with land use. Coordinating plans and managing growth and development across jurisdictional boundaries will be crucial to addressing transportation and land use compatibility and ensuring the long-term viability of US-74. For a more detailed scope of the proposed project see Attachment # 1.

#### Estimated Cost of Project

The project team (staff members from Indian Trail, Monroe, Stallings, and Union County) estimates the total project cost at \$250,000. The project team is in the process of evaluating the estimated project cost by consulting with several jurisdictions and transportation planning firms. In order to be in the funding range of past MUMPO funded projects, the US-74 Corridor

Revitalization Plan will most likely have to be divided into a project funded over a two year funding cycle. MUMPO cannot legally commit funding for the second year. If MUMPO is not able to fund the second year, the participating jurisdictions would have to fund the second year (estimated at \$125,000). If we cannot fund the second year, we will have to design the scope of project so that the first year scope provides a usable product.

The estimated cost of the project for Union County for the first year is based on the following assumptions:

1. Project can be designed as a two year project.
2. If MUMPO uses the highest percentage allocated in the last 7 years and funded the other projects requesting Planning funds for FY12, this would leave \$70,000 MUMPO could contribute to this project.
3. Cost will be divided equally among the four participating jurisdictions.
4. No additional funding, public or private is available.

First year cost/funding for the US-74 Corridor Revitalization Plan\*

MUMPO Allocation	\$70,000
Union County	\$13,750
Indian Trail	\$13,750
Monroe	\$13,750
Stallings	\$13,750
<b>TOTAL PROJECT COST</b>	<b>\$125,000</b>

\*NOTE: If any of the four (4) assumptions prove to be incorrect, Union County's share of the project cost will change.

**FINANCIAL IMPACT:**

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

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\_\_\_\_\_

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

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\_\_\_\_\_

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**Manager Recommendation:**

## ATTACHMENT # 1

### **Project Scope: The US-74 Corridor Revitalization Plan**

Development of the Monroe Connector/Bypass will divert much traffic from the current US-74 corridor and provide new opportunities for redevelopment along US-74. A joint planning effort between Union County, Stallings, Indian Trail, and Monroe proposes to identify a new vision for the US-74 corridor and ensure the development potential in this corridor is maximized. Due to the substantial undertaking of this plan as described below, Union County desires to complete the plan within a 2 year time period and, therefore, would seek funding from MUMPO for FY12 and FY13.

Currently, US-74 is a four to six lane divided arterial roadway with 26 at-grade signalized intersections, and many additional unsignalized intersections. It serves as an important commercial corridor for Union County residents and businesses, with numerous retail, commercial, and residential driveway connections along its 20 miles of roadway. In Union County, most employment is concentrated along existing US-74.

Due to its multiple jurisdictional zoning and land uses, the area along US-74 displays disparate development patterns with little to no transition among uses, limited transportation options, numerous safety issues, and poor aesthetics. This plan will focus on how these factors interact with travel in the corridor and provide solutions for better integrating transportation with land use. Coordinating plans and managing growth and development across jurisdictional boundaries will be crucial to addressing transportation and land use compatibility and ensuring the long-term viability of US-74.

An essential element of this plan is an analysis of existing and future land use patterns along the corridor. The identification of future land uses based on community wide goals is key in determining future traffic counts, where sidewalks should be located, access points, etc. Including a land use planning component as part of the US 74 Corridor Revitalization Plan presents an opportunity for all jurisdictions to jointly and comprehensively plan for future land use patterns along the corridor instead of the disjointed approach that has happened in the past.

Transportation is also an essential element to any revitalization plan. Once future land use patterns are identified, the transportation infrastructure needs to be analyzed to determine how the transportation system can help to ensure that the new vision for US-74 is achieved.

There is currently a lack of park-and-ride lots, commuter incentive programs, bike facilities, and sidewalks serving this corridor. A multimodal approach to include vehicular, transit, bicyclist and pedestrian will be taken into account when analyzing transportation alternatives. There will be a focus on access management, intersection improvements, traffic flow, safety, and drainage facilities. For all areas of study short and long term improvements would be assessed along with different funding options and resources.

Access management improvements are needed along this corridor. Access management can be performed by the use of service roads, limiting driveways, safe turning lanes and increasing street connections around the highway on secondary roads. If used correctly access management can increase roadway capacity, reduce crashes and shorten travel time for motorists.

Existing intersections along the corridor would also be analyzed and studied for needed improvements. This analysis may include signal timing improvements, adding additional turn lanes, modified intersections and pedestrian/bicycle modifications.

In addition to access management and intersection improvements, improved mobility is needed on US-74. The existing traffic flow in the region is heavily congested. With this congestion comes increased traffic accidents and driver frustration. Improving traffic flow in the region would decrease travel time and improve mobility. To accomplish improved traffic flow the following items could be used: Intelligent Transportation Systems (ITS), the use of HOV/HOT lanes, fewer signals and the synchronizing of lights.

While implementing better access management practices and intersection designs aids in improving safety for the motorist, there needs to be a focus on improving safety for pedestrians and bicyclist in and around the project area. To improve safety for these users of the corridor, pedestrian and bicyclist facilities could be incorporated into the access management and intersection analysis.

Adequate drainage is also a safety issue. Areas prone to flooding, having significant drainage issues, or major hydroplaning should be identified. This information can then be used to plan for improvements such as upsizing pipes or stream crossings, having a central stormwater facility, adding additional drainage systems, ditch clean out, etc.

Finally, the US-74 Corridor Revitalization Plan would include the development of a corridor overlay that establishes similar aesthetic guidelines for the entire study area. These guidelines would focus on improving the streetscape of US-74 to include significant median landscaping, screening/buffers, and consistent building setbacks while balancing both sides of the street. Streetscape should also include lighting, signage, and other streetscape amenities for the area. By establishing similar criteria along the entire corridor, new development will not occur

haphazardly as it did in the past and given time for new development to replace existing development a “look” will be established along the entire route.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 7, 2011**

**Action Agenda Item No.** 12  
(Central Admin. use only)

**SUBJECT:** Consider Request for Future Wastewater Capacity for the Woods Development

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

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**ATTACHMENT(S):**  
1) Request from Woods Development  
2) Letter of Support from the Town of Weddington  
3) Resolution of Support from the City of Monroe

**INFORMATION CONTACT:**  
Cynthia A. Coto

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Provide Direction Regarding Request for Future Wastewater Capacity for the Woods Development.

**BACKGROUND:** The Woods Development was listed in the County's Policy for Wastewater Treatment Capacity ("The Sewer Allocation Policy") as a Third Priority Residential Project within the 6-Mile Creek Service area with an allocation for 200 lots. Capacity for the Woods was "temporarily reserved" contingent upon UCPW'S receipt of a Flow Permit Application for the Project within one (1) year from the Effective Date (of the Policy) and receipt of a Flow Permit from NCDWQ... ( extended by an amendment to the Policy to July 31, 2009)

The Sewer Allocation Policy further provides that "failure of the developer... to submit a Flow Permit application within one (1) year from the Effective Date will result in the loss of any Capacity at 6-Mile reserved in favor of the Project..." As the developer requested a pump station to serve the development which was not granted, it is our understanding the developer did not submit the Flow Permit application and therefore did not meet the conditions for the continued reservation of the capacity for the project. The project does have water capacity pursuant to the terms of the County's Short Term Water Allocation Plan.

The Rea Road extension presently has \$2.3 million currently allocated by the Mecklenburg Union Metropolitan Planning Organization (MUMPO). The Rea Road project anticipates a three-phase construction schedule with \$2.3 million allocated to the first phase for 1,000 lf of roadway from Providence Road to the Woods Development. The proposed alignment(s) for the Rea Road extension all involve the Woods Development with the preferred alignment being principally contained within the development. MUMPO has indicated that without assurances by

their March 16 meeting, that the Rea Road right-of-way within the Woods Development will be dedicated, the project's funding will be reallocated.

Because the is for new residential development, it does not fall within the confines of the current or proposed amended Sewer Allocation Policy. The developer has indicated that if the project has the necessary water and wastewater capacity to proceed, he will dedicate the necessary right-of-way as it relates to his property for the Rea Road extension. In order to dedicate the right-of-way, the developer has indicated that he requires assurances that wastewater capacity will be available within the next 12 to 18 months when his development is expected to occur.

The County has received a letter from the Town of Weddington in support of granting the sewer capacity in order to benefit future non-residential development within their community. It is their representation that the Rea Road extension and wastewater infrastructure improvements to be undertaken by the developer will serve as a significant step towards economic development within the Town of Weddington.

The County has also received a resolution from the City of Monroe, adopted June 15, 2010 in support of the Rea Road extension project as it is considered a top priority for the Town of Weddington and the City of Monroe due to the benefits it provides with respect to mobility of traffic flow and connectivity to the Charlotte Monroe Executive Airport and the Ballantyne Area.

Because this request is inconsistent with the County's Sewer Allocation Policy and proposed amendments, staff is seeking direction.

**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:** \_\_\_\_\_



Mr. Jerry Simpson  
Chairman  
Union County Board of Commissioners  
500 N. Main Street  
Room 921  
Monroe, NC 28112

Re: For the Board Consideration

Dear Chairman Simpson,

My name is Michael Sealy, I am a long term resident of Union County, in Waxhaw. I am the President of The Base Group, a Waxhaw based real estate development company. We own and manage The Woods Development Company that in turn owns an assemblage of 265 acres in the Weddington Town Limits.

As for location, these parcels front Highway 84 in several locations, and also are in close proximity to Providence Road at the intersection of Rea Road. This assemblage of property is the selected right of way to extend Rea Road to Highway 84. Several options exist as to how this road would transverse property in this location. NCDOT reached out to us recently with our meeting in January, with their request that we consider a land donation in order for the State of North Carolina to proceed with their funded road project.

We are in process on this project of submitting for subsequent phases of single family housing. We are requesting sewer connectivity within this basin, and if granted this capacity we will grant the Right of Way at NCDOT's request. Our need is to serve up to 260 lots. If granted this capacity, we can move forward under the Town of Weddington's RCD Conservancy zoning. Any future sewer service in this basin would transverse a significant portion of our property via Mundys Run Creek.

The Base Group PO BOX 627 Waxhaw, NC 28173  
O 704.256.4867 [mikesealy@live.com](mailto:mikesealy@live.com)



This includes future commercial development in this sewer basin. Including the Town of Weddington. As such our installation benefits the complete basin.

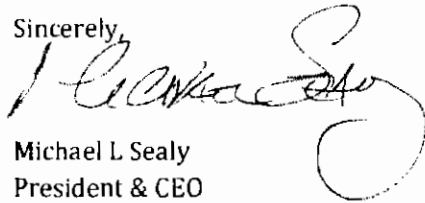
Without your granting sewer capacity, we are forced to develop with septic and would decline to sacrifice the land for the Right of Way dedication.

We recognize with best engineering practices we may be required to build a pump station and force main to build this project, and we would size the infrastructure to meet the basin's sewer service needs. This includes the pump station footprint and force main size. These details would be worked out with our sewer plan submittal.

Having discussions with fellow land developers and with the Town of Weddington, Rea Road extension is a critical piece in creating economic development not only for the Western part of Union County, but through the extension east. This ROW dedication will provide for economic development that will impact Union County, Monroe, Monroe Airport and Weddington. Commercial development is expected to coincide to the road completion and sewer. Mundys Run basin will attract economic development and serve for economic expansion within the Town of Weddington.

We appreciate your consideration in our request.

Sincerely,



Michael L Sealy  
President & CEO  
The Base Group

Cc: Cynthia Coto, County Manager, Union County, NC  
Ed Goscicki, Director, Union County Department of Public Works



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TOWN OF  
**WEDDINGTON**

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1924 Weddington Road • Weddington, North Carolina 28104

March 2, 2011

**Via First Class Mail and Facsimile: 704-282-0121**

Chairman & Commissioners  
Union County Board of Commissioners  
500 North Main St., # 236  
Monroe, NC 28112

**Re: Town of Weddington's Request for Sewer Capacity Allocation**

Dear Chairman and Members of the Union County Board of County Commissioners:

I have been authorized to submit this letter on behalf of the Town of Weddington ("Weddington") requesting assistance from the Union County Board of County Commissioners ("Board") to approve a sewer capacity allocation for the proposed Woods subdivision. This approval should include accommodation for the construction of the Mundy's Run sewer line distribution system along an approximate 1200-acre drainage basin.

Through the approval of sewer capacity for the Woods subdivision, the following will likely be achieved:

1. Expedite the re-location of Highway 84 (Rea Road Extension) by the dedication of right-of-way by the Woods subdivision;
2. Accommodate the construction of the Mundy's Run sewer line distribution system; and
3. Provide for sewer infrastructure that will accommodate non-residential development in Weddington.

This request is extremely time-sensitive as the Mecklenburg Union Metropolitan Planning Organization ("MUMPO") has \$2.3 million currently allocated for the relocation of Highway 84. The Transportation Improvement Plan ("TIP") must be adopted at MUMPO's March 16 meeting. The realignment of Highway 84 is one of the highest ranked projects on the Western Union County LARTP. With the approval of the sewer capacity for the Woods subdivision, the Woods has assured Weddington that the donation of road right-of-way to accommodate the extension of Highway 84 will occur. The dedicated right-of-way will account for approximately two-thirds the length of the proposed extension. Also, the Woods has committed to build a sewer line to service the entire 1200-acre basin and to size the line to

PPAB 1787750V1

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**Chairman & Members**

**March 2, 2011**

**Page 2**

support non-residential development in Weddington. Without your approval of this request, the \$2.3 million will be lost and the extension of Highway 84 will be jeopardized.

The approval of sewer for the Woods will provide substantial economic benefit to both Weddington and Union County. It will result in significant financial contributions through public infrastructure improvements being dedicated to Weddington and the County. The approval will promote greater non-residential development within Weddington, as Weddington is currently exploring mixed-use development opportunities within the Town. These development opportunities are dependent upon adequate sewer infrastructure. The approval of this request also would improve traffic flow along Highway 84 and will improve overall safety for the traveling public.

Through your approval, significant savings to the Town, the County and the State will occur, construction of the Highway 84 extension will likely happen and sewer infrastructure improvements will be made. To the extent the County is considering the allocation of the sewer capacity to each of the municipalities within its jurisdiction, Weddington requests that a portion of its allocation be made available to the Woods development to take advantage of these opportunities.

The Town intends to formalize this request by a resolution to be adopted at a special Town meeting on Monday, March 7, 2011. The resolution will be presented at your regularly scheduled Commission meeting on March 7, 2011.

Thank you in advance for your consideration of this matter. Should you have any questions, please feel free to contact me.

Sincerely,

Daniel B. Barry,  
Mayor Pro Tem

cc: Cynthia Coto, County Manager

**RESOLUTION SUPPORTING "REA ROAD EXTENSION PROJECT (TIP U-3467)"  
MULTI-LANES FROM NC 16 TO WAXHAW-INDIAN TRAIL ROAD  
R-2010-32**

**WHEREAS**, the City of Monroe supports the development and improvement of existing and proposed roadways serving Monroe and neighboring jurisdictions; and,

**WHEREAS**, the Rea Road Extension Project (TIP U-3467) from NC 16 to Waxhaw-Indian Trail Road includes 3.8 miles of multi-lanes; and,

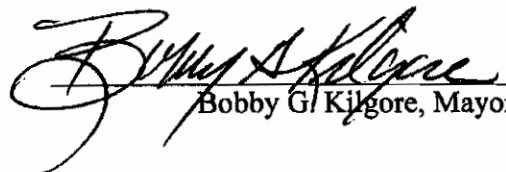
**WHEREAS**, the Metropolitan Planning Organization adopted the current alignment on the Thoroughfare Plan between Providence and NC 84 in March 1999; and,

**WHEREAS**, the project is considered a top priority for the Town of Weddington and the City of Monroe due to the benefits it provides and has been discussed extensively on the local and regional level; and,

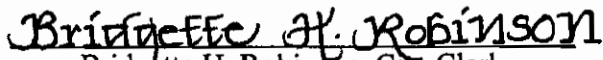
**WHEREAS**, the economic vitality of Town of Weddington and the City of Monroe is dependent upon the Rea Road Extension project with its improvement to mobility, traffic flow and connectivity to the Charlotte-Monroe Executive Airport and the Ballantyne Area.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Monroe City Council strongly supports the Rea Road Extension (U-3467A/B).

Adopted this 15<sup>th</sup> day of June, 2010.

  
Bobby G. Kilgore, Mayor

Attest:

  
Bridgette H. Robinson, City Clerk

